OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

May 19, 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**

  Presentation of John Land Years of Service Award to Mayor Johnson by Florida League of Cities

  National Public Works Week Proclamation

  Forest Lake Golf Course Update. **(Parks and Leisure Services Director Johnson)**

- **STAFF REPORTS AND AGENDA REVIEW**

- **PUBLIC COMMENTS**

- **CONSENT AGENDA**

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

  1. Approval of Minutes from the Regular City Commission Meeting held May 5, 2026. **(City Clerk Sibbitt)**
  2. Approval of Reappointments to the Human Relations Diversity Board (HRDB). **(Deputy City Clerk Parks)**
  3. Approval of a Resolution Supporting U.S. Senate Bill 4505. **(Assistant City Manager Rumer)**
  4. Approval of the Utility Easement Agreement for 720 N. Lakewood Ave. **(Development Engineer Keaton)**
  5. Notification of Name Change and Request to Move Forward with Piggyback Contract with UES Professional Solutions, LLC f/k/a Universal Engineering Sciences, LLC. **(Development Services Director Lepp)**
  6. Approval of Ratification of the Ocoee Professional Firefighters Union, I.A.F.F. Local 3623 Collective Bargaining Agreement with the City. **(Human Resources Director Wilson)**

7. Approval of Ratification of Police Officers and Sergeants Collective Bargaining Agreement, Article 16: Wages. **(Human Resources Director Wilson)**
8. Approval of a 6-month Extension to the Temporary Operator Agreement with SSS Down To Earth OPCO LLC, Extending the Term from June 1, 2026, to November 30, 2026, for Interim Operation of the Forest Lake Golf Course. **(Parks and Leisure Director Johnson)**
9. Approval of Contract for the 2026 Ocoee Music Festival Entertainment. **(Parks and Leisure Services Director Johnson)**
10. Approval of FDLE Voluntary Cooperation Mutual Aid Agreement S.A.F.E. Initiative. **(Police Chief Ogburn)**
11. Approval of Declaration of Additional City Surplus Property. **(Procurement Manager Tolbert)**
12. Approval of the One (1) Year Optional Renewal of the existing Continuing Contracts for RFQ #21-004 Continuing Contracts for Utilities Engineering Services. **(Procurement Manager Tolbert)**

- **FIRST READING OF ORDINANCE**

13. First Reading of Ordinance for Fiscal Year 2025-26 Mid-Year Budget Amendment. (**Finance Director Weber**)

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

- **PUBLIC HEARING**

14. Approval of Resolution for Vacation of 5-ft Utility Easements on Lots 1, 12, 13, 24, 25, 36, 37, and 48 of the Magnolia Reserve Townhome Subdivision; Project No. VAC-26-041. **(Concurrency & Commitment Coordinator McFarlane)**

- **REGULAR AGENDA**

15. Discussion of Reappointment/Appointment of Members of the Planning and Zoning Commission. **(Development Services Director Lepp and Deputy City Clerk Parks)**
16. Discussion of Reappointment/Appointment of Regular Members and Alternate Members to the Code Enforcement Board. **(Deputy City Clerk Parks)**
17. Discussion and Direction for Funding Emergency Medical Services with a Dedicated EMS Enterprise Fund. **(Deputy Fire Chief Van Camp)**
18. Presentation on the City of Ocoee Fire Services Assessment Fee Program to Include a Revised Methodology and Set June 16th, 2026, as the Hearing Date to Adopt the Initial Assessment Resolution for FY 26-27. **(Assistant City Manager Rumer)**

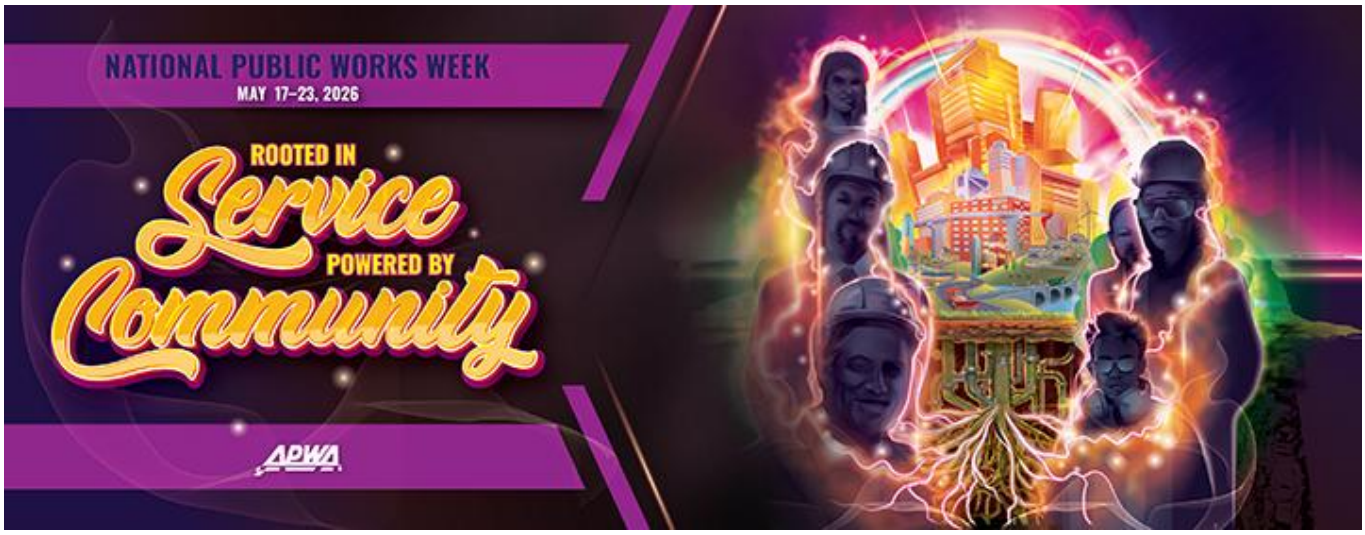
- **MAYOR'S ANNOUNCEMENTS**

- **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.



National Public Works Week Proclamation

May 17–23, 2026

"Rooted in Service, Powered by Community"

WHEREAS, Public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of the City of Ocoee; and,

WHEREAS, These infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, It is in the public interest for the citizens, civic leaders, and children in the City of Ocoee; to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, The year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association, be it now,

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of Ocoee, does hereby designate the week of May 17–23, 2026, as National Public Works Week. We urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees, and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

IN WITNESS WHEREOF, I hereunto have set my hand and caused the Seal of the City of Ocoee, Florida, to be affixed this 19th day of May, 2026.

Rusty Johnson, Mayor

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

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

REGULAR CITY COMMISSION MEETING

- **CALL TO ORDER** 6:15 PM

Mayor Johnson called the regular session to order at **6:15 PM** in the Commission Chambers of City Hall. The invocation was led by **Teresa Wright,** *Central Florida Freethought Community*, followed by the Pledge of Allegiance to the Flag led by **Commissioner Kennedy**. **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

Municipal Clerk's Week Proclamation - read and proclaimed by **Mayor Johnson**.

National Peace Officer Memorial Day and Week - read and proclaimed by **Mayor Johnson**.

2026 Legislative Session Update - **Florida State House District 45 Representative Leonard Spencer** provided the City Commission with an update on the extended legislative session and negotiations over the final State budget. He highlighted recent bills passed and moving through the chain.

Commissioner Kennedy inquired about Representative Spencer's stance on the Live Local Act and **Representative Spencer** responded to his inquiry.

Ocoee Youth Council (OYC) Program 2025/2026 Year in Review and Recognition of OYC High School Graduates. **OYC Members and Municipal Records Coordinator Justice** provided an overview of this year's many accomplishments, explained the Ocoee Youth Council Scholarship Program, and recognized their graduating seniors.

Ashley Clark, *Former Ocoee Youth Council Member*, gave a motivational speech to the graduating seniors of the Ocoee Youth Council.

- **STAFF REPORTS AND AGENDA REVIEW** 7:01 PM **(City Manager items were heard out of agenda order)**

City Manager Shadrix announced that a detailed fire station timeline will be provided to the City Commission via memorandum and stated that the project remains on track to reach 90%

plan completion by August 2026. He explained that the project initially began as a P3 initiative; however, the City was unable to reach agreeable pricing terms and subsequently shifted to a Construction Manager at Risk delivery method. **City Manager Shadrix** also provided a brief update on traffic calming efforts, noting that nine (9) existing speed tables have been repainted and restriped. **City Manager Shadrix** invited **Fire Chief Smothers** to give an update on the City's AED program.

- **PUBLIC COMMENTS** 6:51 PM

The following persons addressed the City Commission:

- **Jim Subers**, *CEO of Vision Orlando*, requested to use to Ocoee Lakeshore Center to host a free luncheon for Central Florida pastors and their security teams. **The City Commission came to a consensus to allow the Ocoee Lakeshore Center to be used free of charge for the luncheon.**

- **Steven Lewis,** *President and CEO of West Orange Chamber of Commerce*, thanked the City for its collaboration on the 2026 Best Fest event noting it was a great success.

- **Dr. Jim Moyer,** *Soil and Water Conservation District 2 Supervisor***,** acknowledged national holidays for the month of May and America's upcoming 250th Anniversary. He also urged the community to participate in a water challenge to conserve water.

- **CONSENT AGENDA** 7:10 PM

Consent Agenda Motion
Motion: Move to adopt Consent Agenda Items #1-8; Moved by Commissioner Wilsen, seconded by Commissioner Kennedy; Motion carried 5-0.

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 -** None

- **SECOND READING OF ORDINANCE – PUBLIC HEARING 7:10 PM**

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

Police Chief Ogburn presented a brief overview of the proposed ordinance for prohibiting urination and defecation in public.

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 2026-07 providing for a New Chapter 60 of the Code of Ordinances related to Prohibiting Urination and Defecation in Public, as presented by staff; Moved by Commissioner Kennedy, seconded by Commissioner Oliver; Motion carried 5-0.

- **PUBLIC HEARING**

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

Development Services Director Lepp presented an overview of the subject property and proposed project, consisting of three (3) single-story buildings totaling 42,750 square feet of flex space for commercial office use, along with on-site parking, stormwater management, and supporting infrastructure on 3.63 acres. Access to the site will be from Maguire Road, with a planned future connection to Franklin Street. Utilities will be provided by the City. The project is consistent with Chapter 163, Florida Statutes, and the Downtown Mixed-Use District. The architectural design is consistent with the Plant Street Character Area Gateway District.

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

Commissioner Wilsen asked for confirmation of access to Franklin Street and **Development Services Director Lepp** confirmed that there will be access.

Motion: Move to approve the Maguire Plaza Large-Scale Preliminary Final Site Plan; Project No. LS-2025-006, as presented by staff; Moved by Commissioner Firstner seconded by Commissioner Wilsen; Motion carried 5-0.

- **REGULAR AGENDA –** None

- **MAYOR'S ANNOUNCEMENTS** 7:18 PM

Mayor Johnson announced the upcoming City events for the month of May.

- **COMMENTS FROM COMMISSIONERS** 7:19 PM

Commissioner Kennedy – Commented on the following: 7:19 PM - 7:20 PM

1) Stated that he appreciates and respects the diversity and inclusion of having the Central Florida Freethought Community delivering the invocation; however, he expressed concern regarding the omission of a prayer and asked whether a prayer could also be included afterward in future meetings.

Commissioner Wilsen – Commented on the following: 7:20 PM - 7:21 PM

1) Acknowledged and gave kudos to Martha Lopez-Anderson for being an instrumental part of the City's AED program.

Commissioner Firstner – No further comment.

Commissioner Oliver – Commented on the following: 7:22 PM - 7:24 PM

1) Shared that two (2) students from Ocoee High School tragically died by suicide within 30 days of one another and noted concerns regarding the removal of Mental Health Counselors from Orange County Public Schools. He shared facts on how the youth suicide rates in Florida have increased. **Commissioner Oliver** stated that he is committed to advocating for the return of Mental Health Counselors within the school system.

2) Read an inspirational quote.

Mayor Johnson – Commented on the following: 7:24 PM - 7:25 PM

1) Announced that the Cinco de Mayo event, held last Friday, was well attended and was an overall great event.

2) Encouraged everyone to keep all first responders and soldiers in war zones in their prayers.

- **ADJOURNMENT** 7:25 PM

APPROVED:

Attest: **City of Ocoee**

_____ _____

Victoria Parks, Deputy City Clerk Rusty Johnson, Mayor

STAFF REPORT

Meeting Date: May 19, 2026
Item #: 2

Contact Name: Victoria Parks
Contact Number: Ext. 1023

Department Director: Melanie Sibbitt
City Manager: Craig Shadrix

Subject: Approval of Reappointments to the Human Relations Diversity Board (HRDB). (Deputy City Clerk Parks)

Background Summary:

The Human Relations Diversity Board (HRDB) was established by resolution on September 16, 2003. Subsequent amendments to the resolution followed, with the most recent amendment providing for changes to membership and clarifying requirements as adopted by Resolution 2023-01 on January 17, 2023. The HRDB's general mission is to promote understanding, respect, goodwill, and equality among all citizens and businesses of the City of Ocoee. The board consists of seven (7) voting members: five (5) members are appointed by the City Commissioners, with each Commissioner selecting one member from their respective district, and the Mayor appointing one member from any district. Additionally, two (2) at-large members are chosen by the City Commissioners from a pool of eligible applicants who have submitted an application to serve on City Boards.

Currently, the board consists of six (6) active members and one (1) vacant seat. Of the six active members, four (4) have terms set to expire in May 2026. Three of those members, Member William Maxwell (District 2, appointed by the Mayor), Member Reshell Smith (District 2, appointed by Commissioner Wilsen), and Member Robert Henderson (District 4, appointed by Commissioner Oliver) have expressed interest in being reappointed to serve an additional three-year term, which would expire in May 2029.

Following these appointments, there will be one vacant at-large member seat and a vacant member seat for District 3. To date, no other applications have been received by the City Clerk's Department.

Because Governor Ron DeSantis signed SB 1134, which prohibits counties and municipalities from funding, promoting, or implementing diversity, equity, and inclusion (DEI) initiatives, staff is continuing to evaluate the bill’s potential impacts on the City’s Boards. In the meantime, staff recommends proceeding with filling current and anticipated vacancies to ensure the Boards can continue to operate effectively, with any necessary adjustments to board structure or policies to be considered at a later date.

Issue:

Should the Honorable Mayor and City Commission approve to reappoint Members Maxwell, Smith, and Henderson to represent their respective districts on the HRDB, with a term set to expire in May 2029?

Recommendations:
Staff recommends the Honorable Mayor and City Commission approve to reappoint Members Maxwell, Smith, and Henderson to represent their respective districts on the HRDB, with a term set to expire in May 2029.

Attachments:
1. Board List
2. 2025 Attendance Log
3. 2026 Attendance Log
4. HRDB Application - Reshell Smith - District 2 (2026)
5. HRDB Application - William Maxwell - District 2 (2026)
6. HRDB Application - Robert Henderson - District 4 (2026)

Financial Impacts:
None

Type of Item: Consent

HUMAN RELATIONS/DIVERSITY BOARD

Created by Res. #2003-21 on September 16, 2003; and
amended by Res. #2004-11; amended by Res. #2010-10; amended by Res. #2013-07; amended by Res. #2015-014;
amended by Res. #2016-009; amended by Res. #2021-002; and amended by Res. #2023-01.
No less than 5 members, no more than 7 members - (3 year terms)

Member	District	Email	Term Expires
1. William Maxwell	M (2)	wemaxcom@aol.com	May 2026
2. Vinny Singh	1	hemrajvsingh@yahoo.com	May 2028
3. Reshell Smith	2	reshellsmith@gmail.com	May 2026
4. Vacant			**May 2025***
5. Robert Henderson	4	henderson3100@gmail.com	May 2026
6. Kellie Beck	Member At-Large (1)	kellieabeck@gmail.com	May 2028
7. Jason Mellen	Member At-Large (4)	Jasonmellen74@gmail.com	May 2026

COMMISSION LIAISON *Non-voting member*

Rusty Johnson	Mayor	407-905-3112 rjohnson@ocoee.org

STAFF LIAISON

Doug Gaines Assistant Director	Parks and Leisure Services	407-905-3100 ext. 9-1503 dgaines@ocoee.org

RECORDING CLERK

Angel Torres Administrative Assistant	City Clerk Dept.	407-905-3100 ext. 9-1022 atorres@ocoee.org

** First Term is a two-year term. After initial term it changes to a three-year term.*

2025 HRDB BOARD ATTENDANCE

Board Member	District	Term Expires	January	February	March	April	May	June	July	August	September	October	November	December	Attendance Ratio
William Maxwell	2	May-26	P	P	N/A	P	P	P	P	P	P	P	P	P	
Hemraj Sigh	1	May-25	A	P	N/A	P	A	P	A	P	P	P	A	A	
Michelle Cummings	2	May-26	A	A	N/A	P	P	P							
Jason Mellen	4	May-26	P	A	N/A	A	P	P	P	A	P	P	A	P	
Kellie Beck	1	May-25	P	P	N/A	P	P	P	P	P	P	P	P	P	
Rashelle Smith												P	P	P	
Robert Henderson								P	P	P	P	P	A	P	

APTD = Appointed
RSND = Resigned
P = Present
A = Absent

2026 HRDB BOARD ATTENDANCE

Board Member	District	Term Expires	January	February	March	April	May	June	July	August	September	October	November	December	Attendance Ratio
William Maxwell	2	May-26	N/A	N/Q	P	A	P								
Hemraj Sigh	1	May-28	N/A	N/Q	P	P	P								
Jason Mellen	At-Large(4)	May-26	N/A	N/Q	A	P	A								
Kellie Beck	At-Large(1)	May-28	N/A	N/Q	P	P	P								
Rashelle Smith	2	May-26	N/A	N/Q	P	P	P								
Robert Henderson	4	May-28	N/A	N/Q	P	P	P								

APTD = Appointed
RSND = Resigned
P = Present
A = Absent

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) Reshell Smith E-mail Address reshellssmith@gmail.com

Home Address 680 Canby Circle Ocoee, FL 34761

Phone 407-924-3094 City Resident at Least 6 Months? [x] Yes [ ] No City District #

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 Position Self-Employed Financial Planner Business Address 1746 E. Silver Star Rd #190 Ocoee, FL 34761

US Citizen? [x] Yes [ ] No Registered Voter? [x] Yes [ ] No City Employee? [ ] Yes [x] No Dept.

Presently Serve on Quasi-judicial Board? [ ] Yes [x] No If yes, please describe

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

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

	Citizen Advisory Council for Fire Dept.[2]		Parks & Recreation Advisory Board[2]
	Citizen Advisory Council for Police Dept.[2]		Planning & Zoning Commission[1]
	Code Enforcement Board[1]		Personnel Board
	General Employees' Retirement Trust Fund Board of Trustees[1]		Police Officers' and Firefighters' Retirement Trust Fund Board of Trustees[1]
x	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? [x] Yes [ ] No

Have Attended at Least 1 Meeting of Requested Board(s)? [x] 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? [x] Yes [ ] No

Education:

Experience:

Special Knowledge or Skills:

Community/Civic Organizations & Involvement:

Hobbies or Special Interests:

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 Gender Disability

_x_ African-American __ Male __ Physically Disabled __ Asian- American _x_ Female
__ Hispanic-American
__ Native American
__ Caucasian

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 4.27.24

RESHELL SMITH

CERTIFIED FINANCIAL PLANNER™
Personal Finance Contributor
Cross-Industry Consultant

PROFILE

Experienced Financial Planner with a proven track record of over 25 years, adept at managing portfolios exceeding $100 million in assets. Highly skilled in crafting and delivering personalized financial plans. As a Cross-Industry Consultant, Reshell analyzes problems and provides solutions to help businesses improve performance. Highly sought after as a dynamic public speaker at industry and non industry events, with a notable presence in over 70 TV segments and 30 radio/podcast interviews.

CONTACT

PHONE:
407-924-3094

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AMFSFinancialSolutions.com
ReshellSmith.com

EMAIL:
reshellssmith@gmail.com

HOBBIES

Community involvement
Creating content
Reading
Traveling
Yoga

EDUCATION

Morris Brown College
August 1989- May 1993
BS Accounting
Cum Laude

Florida Metropolitan University
August 1995 – April 1997
Master of Business Administration
Cum Laude

WORK EXPERIENCE

AMES Financial Solutions, LLC- Founder & CCO
September 2013–Present
Financial Planner-Responsible for creating comprehensive financial plans for C-suite executives, divorcees, and first-generation wealth builders.
-Assess risk and recommend a specific investment portfolio
-Create comprehensive financial plans that include budgeting, retirement and education planning, estate planning and Monte Carlo analysis to help achieve goals
-Assist clients with risk management by recommending Life and Medicare insurance plans
Personal Finance Expert-NBC affiliate WESH2/CW18
-Regularly appear on the morning segment; provide expert advice on personal finance and breaking financial news
Personal Finance Expert-WOKB 1680AM
-Create content for "Reshell's Money Minute"
Investopedia Top 100 Advisor 2018,2022,2023
Author A Woman'$ Worth:7 Key Essentials to Financial Independence
Editor/Contributor 30+ media outlets

Charles Schwab & Co., Inc
September 1997– August 2013
Financial Planner-Responsible for creating comprehensive financial plans for high-net-worth clients. Financial plans included cash flow analysis, net worth projections, amortization schedules, risk management and Monte Carlo analysis.
Portfolio Consultant Managed a $100 million portfolio. Provided personalized advice to help clients meet their financial goals. Assessed risks, selected specific investments that helped clients diversify their portfolio and align with their long-term goals.

SKILLS

Ability to write quickly and accurately
Ability to lead by guiding and inspiring others
Able to connect, build and maintain relationships
Extensive background in on camera television work
Proficient in creating and delivering video/social content
Able to interpret, comprehend and present financial reports
Excels in overcoming challenges and problem solving
Efficient in time management and prioritizing

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) William E. Maxwell E-mail Address wemaxwell@aol.com

Home Address 558 Woodson Ave - Ocoee, FL 34761

Phone (407) - 694 - 5905 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 U.S. DoD (Army) Position Retired

Business Address DFAS (U.S. Military Retd) 8899 E. 56 ST. Indianapolis, Indiana 46249-1200

US Citizen? ☒ Yes ☐ No Registered Voter? ☒ Yes ☐ No City Employee? ☐ Yes ☒ No Dept. N/A

Presently Serve on Quasi-judicial Board? ☒ Yes ☐ No If yes, please describe Ocoee P&F

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: BS Degree Aeronautical Science; MS Degree Project Mgmt; Post Graduate Studies, Aerospace M&MT, USC, Los Angeles, CA

Experience: Technical Industry Research & Development; 16 yrs Financial Management Board Trustee; 19yrs member of HRDK Board - Twice Chaired (Continuous)

Special Knowledge or Skills: Helicopter Airplane Pilot; Single & Multi-Engine Airplane - Instrument Rated - Graduate Project M&K. Masters Degree; BS Degree Aeronautical Science

Community/Civic Organizations & Involvement: Host Organization for Dirty Jeans 4-H Club (Equine Activities) Horses

Hobbies or Special Interests: Avid Golfer; Level II Archery Instructor, Big Game Bow Hunter

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.

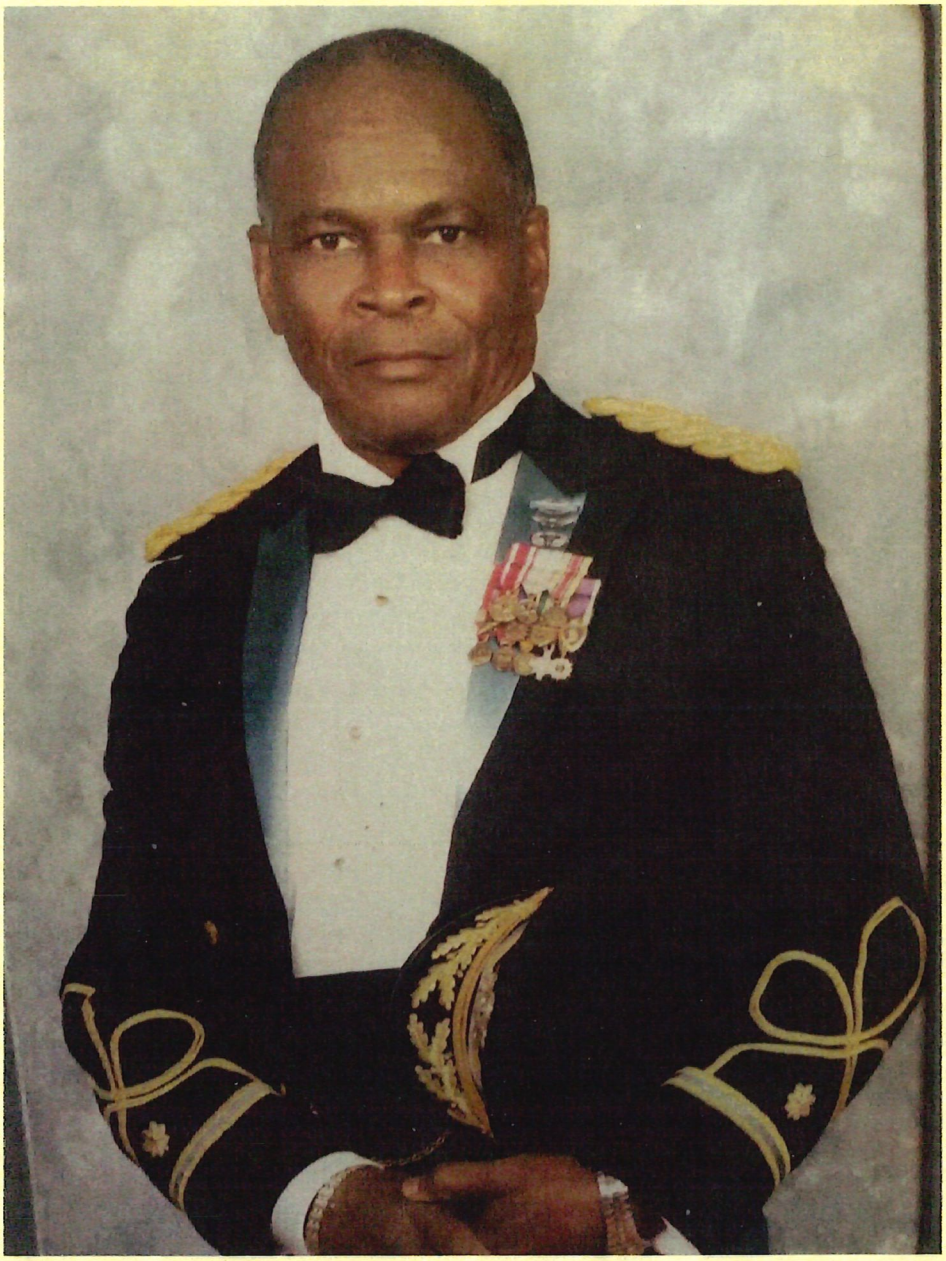
STATE REPORTING REQUIREMENTS

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	Gender	Disability
☒ African-American	◉ Male	☐ Physically Disabled
○ Asian- American	○ Female	
○ Hispanic-American		
○ Native American		
○ Caucasian		

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 William T Maxwell Date 16 April 2026



BIO-SKETCH of WILLIAM E. MAXWELL, BSAS, MPM

William E. Maxwell, is a Retired Army Officer and Community Activist. Born in Selma, he served on Active Duty for more than twenty years. He became a resident of the state of Florida in 1980 and has lived in Ocoee for 28 years. While in the military, he rose through the ranks from a Private (E-1), to the Field Grade, Commissioned Rank of Major, (0-4). His Military Duty

required that he serve two, one-year tours in The Republic of Viet Nam. The first tour of duty was that of an Infantry Officer performing the Combat Duties of an Infantry Platoon Leader, where he was Wounded in Action. He also served as a 4.2 Inch Mortar Platoon Leader; and as an Infantry, Headquarters & Headquarters Company Commander. After selection, attendance and graduation from the Army's Aviation School of Rotary Wing, Primary and Advanced Helicopter Training Programs; he completed a second tour of duty as a Helicopter Pilot assigned to the 145th Combat Aviation Battalion, Bien Hoa, Republic of Viet Nam. Major Maxwell flew more than one-thousand hours over Hostile, Enemy Held Territory, he also served as the Lead Investigator of thirty-five (35) major Aircraft Accidents in Viet Nam.

After his two tours of duty in Vietnam, attendance and completion of the Infantry Officer Advanced Course (IOAC) 1-72, he was selected for the Army's Degree Completion Program to attend college at Embry-Riddle Aeronautical University's main campus at Daytona Beach, Florida where he completed a Bachelor of Science Degree in Aeronautical Science, which also included the completion of Single and Multi-Engine Land Aircraft, and Instrument flight training. Upon graduation, he was assigned to the United States Army's Operational Test and Evaluation Agency (USAOTEA), with offices at the Army Engineering School and Center, and in the office of the Deputy Under Secretary for Research and Development at the Pentagon in Arlington, VA. It was there that he worked as a Deputy Test Director on Department of Defense's "Big-Five Weapons" Systems Acquisition, which produced the Abrams Main Battle Tank, M1-A1, The Bradley Fighting Vehicle, The Apache Attack Helicopter, The Black Hawk Utility Helicopter, and the Patriot Air Defense Missile System. Specifically, he served as Operations Officer and Deputy Test Director for the duration of all Operational Testing and Evaluation of the Black Hawk's Initial Low-Rate Production. *His most outstanding accomplishment in life is cited as, serving as Project Manager for the Operational Test, Evaluation and Acquisition of the First 123 Black Hawk Helicopters for the Department of Defense, a One Billion Dollar Project.*

When Permanent Change of Duty Station Orders were issued sending him to the European Theater, he joined the 503rd Combat Aviation Battalion, 3rd Armored Division at Hanau, Germany. While there, he served as Airfield Commander of the third busiest Army Airfield in Europe located at the Fliegerhorst Kaserne, a "twenty-four-seven," Air Drome Facility, which hosted a U. S. Customs Office, Full-Weather and Medical Emergency Services, Full Instrument Landing System (ILS), Ground Controlled Approach (GCA), and Airport Support Radar (ASR) as well as Fuel and Maintenance. Successfully completing the above assignment brought him into the realms of Executive Officer of the 173 Assault Helicopter Company and Company A, 503rd Combat Aviation Battalion. His final assignment of duties and responsibilities while in Germany was that of Assistant Division Aviation Officer, 3rd Armored Division Headquarters, Frankfort, Germany. Upon completion of the tour of duty in Germany, he was assigned as a Project Director, Project Manager Office Training Devices (PMO TRADE).

While assigned to PM TRADE, he attended and completed the following educational objectives: Project Manager Course, Integrated Logistics Support (ILS), Logistics Engineering Management, Reliability, Availability & Maintainability (RAM), Operational Test & Evaluation

Management, Contractor Management Course. He is a Past Member of the Society of Logistics Engineers. His military career was completed at PM TRADE after more than twenty-years of continuous Active Duty Service.

His Military Decorations are extensive and include the following Awards: For Wounds Received in Combat while Engaging a Hostile Enemy Ground Force, he was awarded The Purple Heart Medal. For Sustained Aerial Flight Over Hostile Enemy Territory, He was awarded The Air Medal with devices. He also received many additional Meritorious Service Awards, too numerous to list. Professionally, his experience spans the technical arena of Quality Assurance and Quality Control; Manufacturing and Product Fabrication; Engineering and Developmental Testing; Integrated Logistical Support; Systems Engineering, and Operational Test and Evaluation. He is Dual Rated as a Helicopter and Airplane Pilot, for both Single and Multi-Engine Aircraft; he is also Instrumented Rated. He has logged more than 6,000 hours in flight and holds FAA Certificate Number: 2072827. As Director of Quality Assurance and Quality Control for a major manufacturing company, he supervised the completion of a $28 Million Dollar Contract for Electronic Transceivers for the U.S. Army Signal School and Center at Ft. Monmouth, NJ.

Educationally, Major Maxwell holds a Bachelor of Science Degree in Aeronautical Science from Embry-Riddle Aeronautical University, Daytona Beach, FL. His Advanced Studies include a Masters' Degree in Project Management (MPM), from The Keller Graduate School of Management, DeVry University, Orlando, FL. He completed Advanced Studies in the Aerospace Management Program, University of California (USC), Los Angeles. He has served a total of sixteen years as a Member and Past Chairman of the Human Relations Diversity Board. He is also in his thirteenth year as a Certified Public Pension Trustee (CPPT) and Board Member of Ocoee's Policeman and Fireman Pension Trust Fund for The City of Ocoee, Florida. He also served a total of eight years as a Board Member of the West Orange Airport Authority, rising to the position of Vice Chairman. He was the Chairman of the Memorial Marker Committee, commissioned by the City of Ocoee to Research, Design, Develop, Construct and Install a Memorial Marker in honor of those fallen African Americans whose lives were lost while attempting to vote in the 1920 Presidential Election Day Race Riot, which very rapidly escalated into the massacre of an undetermined number of African American residents.

Recreationally, he is an avid golfer, Level II Certified Archery Instructor with demonstrated annual success as a "Big Game Bow Hunter."

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) Robert Henderson E-mail Address henderson3100@gmail.com

Home Address 1918 Ancira Oak Dr

Phone 321-945-7675 City Resident at Least 6 Months? ☑ Yes ☐ No City District # Gaige Oliver

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 Digital Media Solutions Position Supervison / Finance/AR

Business Address Remote Employee

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

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

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

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

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

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

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

Is this for Reappointment? ☑ Yes ☐ No

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

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

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

Education: UCF B.A. FINANCE

Experience: SUPERVISOR FINANCE / Accounts Receivable
Portfolio MANAGE CAPITAL Reports

Special Knowledge or Skills:

Community/Civic Organizations & Involvement:

Hobbies or Special Interests: Biking / sports

ACKNOWLEDGMENT (Check Below):

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

STATE REPORTING REQUIREMENTS

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

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

Gender
- ◉ Male
- ○ Female

Disability
- ☐ Physically Disabled

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

Signature _____ Date 3/6/2026

STAFF REPORT

Meeting Date: May 19, 2026
Item #: 3

Contact Name: Michael Rumer
Contact Number: Ext. 6434

Department Director:
City Manager: Craig Shadrix

Subject: Approval of a Resolution Supporting U.S. Senate Bill 4505. (Assistant City Manager Rumer)

Background Summary:

During the 119th U.S. Congressional Session, legislation has advanced that would allow the United States Postal Service (USPS) to consolidate ZIP codes in certain cities, including Ocoee. In response, Senators Joni Ernst, Alex Padilla, John Barrasso, and Michael Bennet jointly introduced Senate Bill 4505, which merges S. 1455 and S. 2961 into a single measure. The bill covers 75 jurisdictions nationwide. Staff is requesting the Honorable Mayor and City Commission adopt a new resolution of support for S. 4505.

Issue:

Should the Honorable Mayor and City Commission approve a Resolution for City Commission Support for Senate Bill 4505 (Senators Joni Ernst, Alex Padilla, John Barrasso, and Michael Bennet) to direct the United States Postal Service to designate single, unique ZIP Codes for certain communities, including Ocoee?

Recommendations:

Staff recommends the Honorable Mayor and City Commission approve a Resolution for City Commission Support for Senate Bill 4505 (Senators Joni Ernst, Alex Padilla, John Barrasso, and Michael Bennet) to direct the United States Postal Service to designate single, unique ZIP Codes for certain communities, including Ocoee.

Attachments:

1. Resolution for Support for S. 4505 Unified Zip Code
2. Senate Bill 4505

Financial Impacts:

None

Type of Item: Consent

RESOLUTION NO. 2026-0

A RESOLUTION OF THE CITY OF OCOEE, FLORIDA, EXPRESSING SUPPORT FOR S. 4505, A BILL INTRODUCED BY SENATOR JONI ERNST, SENATOR MICHAEL BENNET, SENATOR ALEX PADILLA, AND SENATOR JOHN BARRASO TO DIRECT THE UNITED STATES POSTAL SERVICE TO DESIGNATE SINGLE, UNIQUE ZIP CODES FOR CERTAIN COMMUNITIES, INCLUDING OCOEE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City Commission of the City of Ocoee finds that S.4505, introduced in the 119th Congress, Second Session, which directs the United States Postal Service to assign unique ZIP Codes to certain communities—including the City of Ocoee—is a valid and necessary measure to address longstanding ZIP Code-related issues; and

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

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

SECTION 1. The City Commission of the City of Ocoee has the authority to adopt this Resolution pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes.

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

SECTION 3. The City Commission hereby expresses support for S. 4505, which was introduced in the 119th Congress, Second Session, which directs the United States Postal Services to assign a unique ZIP Code to certain communities - including the City of Ocoee.

PASSED AND ADOPTED this ____ day of _____, 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; APPROVED AS TO FORM AND LEGALITY this ___ day of _____, 2026.

FISHBACK DOMINICK

By:_____
City Attorney

AUTHENTICATED
U.S. GOVERNMENT
INFORMATION
GPO

119TH CONGRESS
2D SESSION

S. 4505

To require the United States Postal Service to designate ZIP Codes for certain communities.

IN THE SENATE OF THE UNITED STATES

MAY 12, 2026

Ms. ERNST (for herself, Mr. PADILLA, Mr. BARRASSO, and Mr. BENNET) introduced the following bill; which was read twice and referred to the Committee on Homeland Security and Governmental Affairs

---

A BILL

To require the United States Postal Service to designate ZIP Codes for certain communities.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. DESIGNATION OF ZIP CODES.

Not later than 1 year after the date of enactment of this Act, the United States Postal Service shall designate a single, unique ZIP Code for each of the following communities:

(1) Canyon Lake, California.

(2) Eastvale, California.

(3) Hidden Hills, California.

(4) Industry, California.

(5) Irwindale, California.

(6) North Tustin, California.

(7) Rossmoor, California.

(8) San Pablo, California.

(9) Tehachapi, California.

(10) Torrance, California.

(11) Castle Pines, Colorado.

(12) Centennial, Colorado.

(13) Cherry Hills Village, Colorado.

(14) Frederick, Colorado.

(15) Greenwood Village, Colorado.

(16) Highlands Ranch, Colorado.

(17) Keystone, Colorado.

(18) Lone Tree, Colorado.

(19) Mountain Village, Colorado.

(20) Mt. Crested Butte, Colorado.

(21) Severance, Colorado.

(22) Silver Cliff, Colorado.

(23) Sterling Ranch, Colorado.

(24) Superior, Colorado.

(25) Telluride, Colorado.

(26) Scotland, Connecticut.

(27) Coconut Creek, Florida.

(28) Cooper City, Florida.

(29) Deerfield Beach, Florida.

(30) Fort Myers, Florida.

(31) Lighthouse Point, Florida.

(32) Miami Lakes, Florida.

(33) Oakland Park, Florida.

(34) Ocoee, Florida.

(35) Parkland, Florida.

(36) Village of Estero, Florida.

(37) Wilton Manors, Florida.

(38) Burr Ridge, Illinois.

(39) Carmel, Indiana.

(40) Noblesville, Indiana.

(41) Lawrence, Indiana.

(42) Westfield, Indiana.

(43) Zionsville, Indiana.

(44) Urbandale, Iowa.

(45) Camargo, Kentucky.

(46) Louisiana State University, Baton Rouge, Louisiana.

(47) Montz, Louisiana.

(48) Springwater Township, Minnesota.

(49) Quartzite Township, Minnesota.

(50) Grass Valley, Nevada.

(51) Swanzey, New Hampshire.

(52) Kinnelon, New Jersey.

(53) Flanders, New York.

(54) Glendale, New York.

(55) Pendleton, New York.

(56) Riverside, New York.

(57) Wheatfield, New York.

(58) Weddington, North Carolina.

(59) Green, Ohio.

(60) Hochatown, Oklahoma.

(61) North Enid, Oklahoma.

(62) Goose Creek, South Carolina.

(63) Mauldin, South Carolina.

(64) Fairview, Texas.

(65) Fate, Texas.

(66) Heath, Texas.

(67) Josephine, Texas.

(68) Murphy, Texas.

(69) Northlake, Texas.

(70) Parker, Texas.

(71) Sargent, Texas.

(72) Highland City, Utah.

(73) Fairlawn, Virginia.

(74) Star Valley Ranch, Wyoming.

(75) Mills, Wyoming.

○

STAFF REPORT

Meeting Date: May 19, 2026
Item #: 4

Contact Name: Martrivus Keaton
Contact Number: Ext. 1088

Department Director: Nick Lepp
City Manager: Craig Shadrix

Subject: Approval of the Utility Easement Agreement for 720 N. Lakewood Ave. (Development Engineer Keaton)

Background Summary:
The property at 720 N. Lakewood Ave is located in Commission District 3, on the west side of N. Lakewood Ave, across from the Burnt Tree Neighborhood. The property owner has applied for a lot split to facilitate further development of the site. As a condition of staff approval for the lot split, the property owner has agreed to provide a 10-foot front lot utility easement adjacent to N. Lakewood Ave and a 5-foot side lot utility easement adjacent to Lyman St. The easement will allow the Utilities Department to access, operate, and maintain existing utilities, as well as to provide access to future water and sewer lines associated with the upcoming Lakewood Gravity Sewer and Water Main project. Please refer to the attached utility easement document for additional information.

Issue:
Should the Honorable Mayor and City Commission accept the Utility Easement Agreement as provided by Armando and Hilda Revocable Trust for the property located at 720 N. Lakewood Ave?

Recommendations:
Staff recommends the Honorable Mayor and City Commission approve and authorize the Mayor to execute the Utility Easement Agreement for the property located at 720 N. Lakewood Ave.

Attachments:
1. Utility Easement

Financial Impacts:
There are no financial impacts to the City in accepting this Utility Easement.

Type of Item: Consent

Prepared by and Return to:
C. Nick Asma, Esq.
Asma & Asma P.A.
886 S Dillard Street
Winter Garden, FL 34787

UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement (the "Easement Agreement") is made this _____ day of _____, 2026, by and between **ARMANDO FLORES MEDINA and HILDA FLORES, Co-Trustees of the ARMANDO AND HILDA REVOCABLE TRUST** u/a dated July 12, 2025 whose address for purposes of this instrument is 128 Laurel Ridge Ave. Ocoee, Florida 34761 (the "Grantor") and the **CITY OF OCOEE**, a municipal corporation of the State of Florida whose address for the purpose of this instrument is 1 North Bluford Avenue, Ocoee, Florida 34761 (the "Grantee").

BACKGROUND

Grantor is the owner of that certain real property located in Orange County, Florida more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"). Grantee desires to obtain a utility easement (the "Easement") over portions of the Property as more particularly shown and described in Exhibit "B" attached hereto and incorporated herein by reference (the "Easement Area").

NOW THEREFORE, in consideration of the foregoing, the mutual agreement of the parties hereto, and of other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant and Use of Easement. Grantor hereby grants to Grantee a perpetual, non-exclusive Easement upon, over, across, through and into the Easement Area for the purpose of installing, constructing, connecting, maintaining, repairing and replacing utilities lines and all appurtenances thereto, as the Grantee deems necessary at the expense of Grantee (the "Utility Improvements"). The Grantee shall exercise the Utility Easement rights granted hereby in a reasonable manner and in compliance with all applicable laws, statutes, ordinances, rules, codes and regulations. The Grantee is prohibited from taking any action that unreasonably interferes with Grantor's use and enjoyment of the Property.

2. Covenants of Grantor and Grantee. Grantor agrees not to build, construct, install or create, nor permit others to build, construct, install or create any landscaping, fences, structure, shrubs/trees, or other obstructions within the Easement Area that would in any way hinder the access, operation, and maintenance of the Utility Improvements within the Easement Area. Any landscaping to be installed within the Easement Area shall be approved by the City of Ocoee Utilities Department. In addition, no trees shall be installed within ten (10') feet of the Utility Improvements.

Grantee shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with access, operation and maintenance of the Easement. Grantee's obligation to restore landscaping shall be limited to an obligation to restore to Grantee's landscaping standards for City right-of-way and shall not include an obligation to restore exotic or enhanced landscaping standards. Any irrigation, sidewalk or pavement installed within the Easement Area that will impede Grantee's ability to maintain or repair the Utility Improvements shall be restored at Grantor's expense. The Easement shall inure to the benefit and burden of both Grantor and Grantee.

Grantee may at any time, increase its use of the Easement, change the location of water meters, pipes or other facilities within the boundaries of the Easement right of way, or modify the size of existing water meters, pipes or other facilities as it may determine in its sole discretion from time to time without paying any additional compensation to Grantor or Grantor's successors or assigns, provided Grantee does not expand its use of the Easement beyond the Easement Area boundaries.

3 Limitation of Rights. This Easement Agreement creates a non-exclusive Easement only, and Grantee does not and shall not (at any time) claim any interest or estate of any kind or extent whatsoever in the Easement Area by virtue of this Easement Agreement or Grantee's use of the Easement Area pursuant to this Easement Agreement.

4. Grantor's Reservation of Rights. Subject to the rights created herein, Grantor expressly reserves (to itself, its successors and assigns) the right to use, or grant to others the right to use, any and all portions of the area upon, above, or under the Easement Area and the Property (in Grantor's sole discretion) for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the Easement Area onto any adjacent or contiguous property; provided, such right does not unreasonably interfere with Grantee's permitted use of the Easement Area pursuant to the terms hereof.

5. Nonexclusive Use. Grantee's use of the Easement Area shall be non-exclusive, to be exercised in common with Grantor, Grantor's agents, invitees, successors, assigns, tenants and grantees.

6. Running with the Land. The Easement shall constitute a covenant running with the land binding upon the Grantee and Grantor, and their successors and assigns.

7. Parties Bound. This Easement and the rights and obligations hereunder shall inure to the benefit and burden of both the Grantor and Grantee and their respective heirs, assigns, and successors in interest. All references herein to a "party" or the "parties" shall mean the Grantor and Grantee and their respective heirs, assigns and successors in interest, as appropriate.

8. Attorneys Fees. In the event that either party, or its successors in title, institutes legal proceedings against the other party, or its successor in title, to enforce any term of this Easement Agreement, the prevailing party shall be entitled to recover reasonable attorneys fees, paralegal fees, investigative fees and court costs incurred, through all appeals, tribunals, bankruptcy proceedings and collection efforts.

9. Defaults. In the event of a default by any party or its successors or assigns under this Agreement, the non-defaulting party shall deliver to the defaulting party written notice specifying the default, and the defaulting party shall have thirty (30) days to remedy the same, failing which the non-defaulting party shall be entitled to proceed to cure the default (and shall have a license to do so) by the payment of money or performance of some other action for the account of the defaulting party, or seek damages, specific performance, injunctive relief, and any other legal or equitable remedy on account of such default, provided that each party hereby waives the right to terminate this Agreement, unless agreed to in writing by both Parties, or seek and recover punitive, special and/or consequential damages. All of the remedies permitted or available to a party under this Agreement in law or in equity shall be cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

11. Indemnification. Grantee shall defend, indemnify, and hold the other Grantor harmless from and against any and all actions, causes of actions, claims, demands, liabilities, judgments, costs, and expenses whatsoever (including, without limitation, reasonable attorneys' fees at trial and appellate levels), arising out of or as a result of the exercise or fulfillment by Grantee, or any individual or entity claiming by, through, or under Grantee, of its rights or obligations under this Agreement.

12. Governing Law; Venue. This Easement Agreement shall be construed and enforced according to the laws of the State of Florida, with venue lying exclusively in Orange County, Florida.

13. No Warranty; Entire Agreement; Amendment, Termination. Grantor makes no representations, statements, warranties or agreements to Grantee in connection with this Easement Agreement or the Easement Area, other than as set forth herein. The parties hereto agree that the entire agreement between the parties with respect to the Easement granted herein is set forth in this Easement Agreement and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This Easement Agreement may not be amended, modified or terminated in any respect except by a written agreement executed by or on behalf of the parties hereto, in the same manner as executed herein.

Remainder of Page Left Intentionally Blank

Signature Page to Follow

IN WITNESS WHEREOF, Grantor has executed this instrument on the 30 day of March, 2026.

WITNESSES:

Victor Ortiz
Print Name: Victor Ortiz
Address: 2521 Laurel Blossom Cir.
Ocoee, FL 34761

Esmeralda Maldonado
Print Name: Esmeralda Maldonado
Address: 132 Laurel Ridge Ave
Ocoee, FL 34761

Victor Ortiz
Print Name: Victor Ortiz
Address: 2521 Laurel Blossom Cir.
Ocoee FL 34761

Esmeralda Maldonado
Print Name: Esmeralda Maldonado
Address: 132 Laurel Ridge Ave.
Ocoee, FL 34761

GRANTOR:
ARMANDO AND HILDA REVOCABLE TRUST u/a dated July 12, 2025

Armando Flores
Armando Flores Medina
Co-Trustee

Hilda Flores
Hilda Flores
Co-Trustee

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 30th day of March, 2026, by **ARMANDO FLORES MEDINA and HILDA FLORES, Co-Trustees of the ARMANDO AND HILDA REVOCABLE TRUST** u/a dated July 12, 2025 who are either (a) ____ personally known to me, or (b) ____ produced FL DL(s) as identification.

Laurie Lake
NOTARY PUBLIC
Print Name: Laurie Lake
My Commission Expires:

LAURIE LAKE
MY COMMISSION # HH 719354
EXPIRES: October 5, 2029

CITY:

Signed, sealed and delivered in the Presence of:

CITY OF OCOEE, FLORIDA

By:_____

Print Name: _____
Address: 1 N. Bluford Ave. Ocoee, FL 34761

By: _____ Rusty Johnson, Mayor

By: _____

Print Name: _____
Address: 1 N. Bluford Ave. Ocoee, FL 34761

Attest: _____ Melanie Sibbitt, City Clerk

(SEAL)

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA. Approved as to form and legality this ____ day of _____, 20___.

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

FISHBACK DOMINICK

By: _____
Richard Geller, City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, by means of ☐ physical presence or ☐ online notarization, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **RUSTY JOHNSON** and **MELANIE SIBBITT**, personally known to me to be the Mayor and City Clerk, respectively, of the **CITY OF OCOEE, FLORIDA**, and that they severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in them by said municipality.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2026.

_____
Signature of Notary

_____
Name of Notary (typed, printed or stamped)
Commission Number (if not legible on seal):_____
Commission expires (if not legible on seal):_____

EXHIBIT A

720 N Lakewood Ave. Ocoee, Florida 34761

Parcel Identification Number: 18-22-28-0000-00-066

The North ¼ of the Northeast ¼ of the Northeast ¼ of Section 18, Township 22 South, Range 28 East, Orange County, Florida. Less and except the North 150 feet of the East 657 feet thereof; also less and except the East 30 feet thereof.

COMPOSITE EXHIBIT B

SKETCH OF DESCRIPTION

"UTILITY EASEMENT"

SHEET 1 OF 2

DESCRIPTION:

THAT PART OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 18; THENCE RUN S00°20'31"E, 150.00 FEET TO THE SOUTH LINE OF THE NORTH 150.00 FEET OF SAID NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE RUN S89°56'20"W ALONG SAID SOUTH LINE, 30.00 FEET TO THE WEST RIGHT OF WAY LINE OF NORTH LAKEWOOD AVENUE FOR THE POINT OF BEGINNING; THENCE RUN S00°20'31"E ALONG SAID WEST RIGHT OF WAY LINE, 161.18 FEET TO THE SOUTH LINE OF AFORESAID NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE RUN S89°40'45"W ALONG SAID SOUTH LINE, 255.00 FEET; THENCE DEPARTING SAID SOUTH LINE RUN N00°20'31"W, 5.00 FEET TO A LINE 5.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE; THENCE RUN N89°40'45"E ALONG SAID LINE PARALLEL TO THE SOUTH LINE, 245.00 FEET TO A LINE 10.00 WEST OF AND PARALLEL TO THE AFORESAID WEST RIGHT OF WAY LINE OF NORTH LAKEWOOD AVENUE; THENCE RUN N00°20'31"W ALONG SAID LINE PARALLEL WITH THE WEST RIGHT OF WAY LINE, 156.23 FEET TO THE AFORESAID SOUTH LINE OF THE NORTH 150.00 FEET OF SAID NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE RUN N89°56'20"E ALONG SAID SOUTH LINE, 10.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2,837 SQUARE FEET OR 0.065 ACRES MORE OR LESS.

SURVEYORS NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. PRINTED COPIES OF A DIGITAL SIGNED AND SEALED SURVEY ARE NOT VALID.

2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD, BY THIS FIRM.

3. THIS IS NOT A SURVEY.

4. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTH 1/4, NORTHEAST 1/4, NORTHEAST 1/4, SECTION 18 AS S00°20'31"E (ASSUMED).

5. THE DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.

6. THIS SKETCH WAS PERFORMED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.052 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.

JOB NUMBER:	19110.003
SURVEY DATE:	2/10/2026
FIELD BY:	N/A
FIELD BOOK:	N/A
PAGES:	N/A
FIELD FILE:	N/A
DRAWING FILE:	19110-3.DWG

ARON D. BISHMAN License Number 5668 STATE OF FLORIDA Professional Surveyor and Mapper

Digitally signed by Aron D Bishman
Date: 2026.02.10 13:38:53 -05'00'

ARON D. BISHMAN, P.S.M. FLORIDA REGISTRATION NO. 5668

BISHMAN Surveying & Mapping, Inc.
CERTIFICATE OF AUTHORIZATION LB 7274
301 N. TUBB STREET, SUITE 106
OAKLAND, FL 34760
Phone No. 407.905.8877

SKETCH OF DESCRIPTION

"UTILITY EASEMENT"

SHEET 2 OF 2

LEGEND/ABBREVIATIONS:

POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
O.R.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG.	PAGE
LB	LICENSED BUSINESS
PSM	PROFESSIONAL SURVEYOR & MAPPER
R/W	RIGHT OF WAY

GRAPHIC SCALE

0 25 50 100

1 INCH = 50 FEET

NORTH LINE OF THE NORTH 1/4, NORTHEAST 1/4, NORTHEAST 1/4, SECTION 18-22-28

POC

NORTHEAST CORNER OF SECTION 18-22-28

S00°20'31"E 150.00'

WEST R/W LINE

LESS 30.0'

POB

SOUTH LINE OF NORTH 150.00'

N89°56'20"E 10.00'

S89°56'20"W 30.00'

EAST 285.00'

N00°20'31"W 156.23'

S00°20'31"E 161.18'

N. LAKEWOOD AVE.

DEDICATED PUBLIC RIGHT OF WAY

EAST LINE OF THE NORTH 1/4, NORTHEAST 1/4, SECTION 18-22-28

WEST LINE OF EAST 285.00'

N00°20'31"W 5.00'

WEST R/W LINE

N89°40'45"E 245.00'

S89°40'45"W 255.00'

LYMAN ST.

SOUTH LINE OF THE NORTH 1/4, NORTHEAST 1/4, NORTHEAST 1/4, SECTION 18-22-28

1

SEEGAR-SUB-DIVISION P.B. L, PG. 122

BLOCK B

2

LYMAN ST.

2

SEEGAR-SUB-DIVISION P.B. L, PG. 122

BLOCK A

3

1

JOB NUMBER: 19110.003

SURVEY DATE: 2/10/2026

DRAWING FILE: 19110-3.DWG

BISHMAN Surveying & Mapping, Inc.

CERTIFICATE OF AUTHORIZATION LB 7274

301 N. TUBB STREET, SUITE 106

OAKLAND, FL 34760

Phone No. 407.905.8877

STAFF REPORT

Meeting Date: May 19, 2026
Item #: 5

Contact Name: Nick Lepp
Contact Number: Ext. 1018

Department Director: Nick Lepp
City Manager: Craig Shadrix

Subject: Notification of Name Change and Request to Move Forward with Piggyback Contract with UES Professional Solutions, LLC f/k/a Universal Engineering Sciences, LLC. (Development Services Director Lepp)

Background Summary:
There has been a name change to UES from Universal Engineering Sciences, LLC to UES Professional Solutions, LLC. The piggyback agreement was approved on May 5th by the Commission; however, UES notified the City on May 7th of the name change. The contract between Osceola County and UES Professional Services, LLC (formerly known as Universal Engineering Sciences, LLC or 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, and has been updated to reflect the new company name. 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 staff's request to move forward with the piggyback contract with UES Professional Solutions, LLC f/k/a Universal Engineering Sciences, LLC.?

Recommendations:
Staff recommends the Honorable Mayor and City Commission approve the request to move forward with the piggyback contract with UES Professional Solutions, LLC f/k/a Universal Engineering Sciences, LLC.

Attachments:
1. UES Piggyback Contract Amended

Financial Impacts:
No changes. The contract will remain the same.

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 **UES Professional Solutions, LLC f/k/a 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:

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

2. Scope of Services. The 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. The total expenditures shall not exceed $49,500.00 without an amendment to this 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)
UES Professional Solutions, LLC f/k/a
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 UES PROFESSIONAL SOLUTIONS, 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

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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)

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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.

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STAFF REPORT

Meeting Date: May 19, 2026
Item #: 6

Contact Name: Jenetta Wilson
Contact Number: Ext. 1030

Department Director: Jenetta Wilson
City Manager: Craig Shadrix

Subject: Approval of Ratification of the Ocoee Professional Firefighters Union, I.A.F.F. Local 3623 Collective Bargaining Agreement with the City. (Human Resources Director Wilson)

Background Summary:

The existing contract between the City of Ocoee and the Ocoee Professional Firefighters Union, I.A.F.F. 3623, remains in effect until September 30, 2026. Under the direction of the City Manager, city staff and the Ocoee Professional Firefighters Union, I.A.F.F. Local 3623 have negotiated terms of the Collective Bargaining Agreement for Fiscal years 2027 through 2029. City staff agreed to higher increases to maintain competitive pay positioning in response to shifting market rates. It is necessary that the compensation aligns with the industry. During bargaining sessions, the parties agreed to a one-time schedule change, a new incentive for employees who complete training for the tower truck, and an increased incentive for paramedics. This agreement, which covers Firefighters, Engineers, and Lieutenants must be ratified by both the fire-rescue bargaining unit employees and the City Commission to be effective. The fire-rescue bargaining unit employees have voted to ratify the CBA. Therefore, the City Commission is being requested to ratify the Collective Bargaining Agreement as ratified by the union.

Issue:

The City Commission is required to vote on whether to ratify the Collective Bargaining Agreement that was ratified by the fire-rescue bargaining unit employees. The Commission is prohibited from amending any of the terms of the Collective Bargaining Agreement.

Recommendations:

It is the recommendation of staff that the Honorable Mayor and City Commission vote to ratify and approve the Collective Bargaining Agreement.

Attachments:

1. Contract Final Draft 2026-2029

Financial Impacts:

The contract provides for a 15% pay increase for the first fiscal year. The starting salary for a new firefighter will be $56,056.00. For subsequent years, all members of the bargaining unit will receive a 4% pay increase so long as they have not reached the maximum allowed wage for their position. The paramedic incentive will increase to $11,648.00 annually for the first year, $12,376.00 for the following year and $13,104.00 for the final year of the

contract. Bargaining unit employees participating in tower truck training will receive $0.35 upon completion. The cost of the contract has been determined and will be accounted for within the budget.

Type of Item: Consent

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

IAFF, LOCAL 3623

AND

CITY OF OCOEE

Fiscal Years 2026-2027, 2027-2028, and 2028-2029

ARTICLE I: RECOGNITION AND INTENT OF AGREEMENT
Section 1.1 Parties 1
Section 1.2 Recognition 1
Section 1.3 Entire Agreement 1
Section 1.4 Effect of Laws and Ordinances 2
Section 1.5 Purpose 2

ARTICLE II: DECLARATION OF PRINCIPLES
Section 2.1 Union Activities 3
Section 2.2 Non-Discrimination 3

ARTICLE III: UNION SECURITY AND CHECKOFF
Section 3.1 Dues 4
Section 3.2 Amount 4
Section 3.3 Remittance 4
Section 3.4 Recourse 5
Section 3.5 Minimum Pay 5
Section 3.6 Withdrawal 5
Section 3.7 Indemnity 5

ARTICLE IV: UNION BUSINESS
Section 4.1 Representation and Notice 6
Section 4.2 Activities 6
Section 4.3 Time 7
Section 4.4 Visitation 7
Section 4.5 Solicitation and Distribution 8
Section 4.6 Time-Off Without Loss of Pay 8
Section 4.7 Bulletin Boards and E-mail 9
Section 4.8 New Hire Orientation 9
Section 4.9 Information 9

ARTICLE V: MANAGEMENT RIGHTS
Section 5.1 Functions of Management 11
Section 5.2 Operations and Direction of Work Force 11
Section 5.3 Restrictions Under this Agreement 11
Section 5.4 Waiver 11
Section 5.5 Emergencies 12
Section 5.6 Job Duties 12

ARTICLE VI: GRIEVANCE AND ARBITRATION

Section 6.1 Grievance 13
Section 6.2 Grievance Procedure 13
Section 6.3 Arbitration 16
Section 6.4 Grievances by Non-Union Member 17

Section 6.5 General....17
Section 6.6 Time Off/Pay....18

ARTICLE VII: PROMOTION
Section 7.1 Promotion Eligibility List and Promotion....19
Section 7.2 Application of City PRR....22
Section 7.3 Union Representation....22

ARTICLE VIII: VOTING....24

ARTICLE IX: SPECIAL MEETINGS....25

ARTICLE X: NON-BARBAINING UNIT EMPLOYEES....26

ARTICLE XI: INSURANCE AND PENSION
Section 11.1 Insurance....27
Section 11.2 Pension....27
Section 11.3 Pension Multiplier....28

ARTICLE XII: STRIKES....29

ARTICLE XIII: Time Trades
Section 13.1 Application....30
Section 13.2 Payback....30
Section 13.3 Authorization....30
Section 13.4 Emergencies....31
Section 13.5 Qualifications....31
Section 13.6 Definition....31

ARTICLE XIV: HOLIDAYS
Section 14.1 Days Observed....32
Section 14.2 Eligibility for Holiday Pay....32

ARTICLE XV: PAID TIME OFF
Section 15.1 Eligibility....34
Section 15.2 Accrual of Leave....34
Section 15.3 PRR....35
Section 15.4 PTO per Shift....35

ARTICLE XVI: USE OF PERSONAL VEHICLES....38

ARTICLE XVII: HOURS OF WORK AND WORK SCHEDULE
Section 17.1 Basic Work Schedule....39
Section 17.2 Overtime....40
Section 17.3 Assignment of Overtime....41
Section 17.4 Shift and Non-Shift Overtime....45

Section 17.5: Compensatory Time Off.....46

ARTICLE XVIII: LIGHT DUTY
Section 18.1 Compensation 47
Section 18.2 Determination 47

ARTICLE XIX: WAGES
Section 19.1 Pay Increases.....48
Section 19.2 Paramedic Incentive Pay.....49
Section 19.3 Other Incentive Pay 50
Section 19.4 Starting Pay.....51

ARTICLE XX: UNIFORMS AND EQUIPMENT
Section 20.1 Uniforms 53
Section 20.2 Initial Issue 53
Section 20.3 Replacement 54
Section 20.4 Maintenance.....56
Section 20.5 Changes 56

ARTICLE XXI: PROBATIONARY PERIOD
Section 21.1 Initial Probationary Period 57
Section 21.2 Promotional Probation.....57
Section 21.3 Grievances 57
Section 21.4 Transfers and Waiving Probation 57

ARTICLE XXII: REDUCED ACTIVITY PERIOD
Section 22.1 Hours.....59
Section 22.2 Activity 59
Section 22.3 Emergencies 59
Section 22.4 Contact Sports.....59
Section 22.5 Adverse Weather Protocol 59

ARTICLE XXIII: CONTIINUOUS EMPLOYMENT
Section 23.1 PTO Vacation Picks 60
Section 23.2 Layoff and Recall.....60
Section 23.3 Shift and Station Vacancies.....61
Section 23.4 Mutual Consent Transfers.....62

ARTICLE XXIV: PERSONAL PROPERTY REPLACEMENT 63

ARTICLE XXV: SAFETY, HEALTH AND PHYSICAL FITNESS
Section 25.1 General.....64
Section 25.2 Equipment 64
Section 25.3 Medical Examinations 66
Section 25.4 Cooperation.....66

ARTICLE XXVI: WORKING OUT OF CLASSIFICATION
Section 26.1 Out of Class Pay 68
Section 26.2 Floaters 68

ARTICLE XXVII: EDUCATION
Section 27.1 69
Section 27.2 69

ARTICLE XXVIII: VEBA – OTHER POST-EMPLOYMENT BENEFITS
Section 28.1 VEBA Contributions.....71
Section 28.2 Annual Physical Program 71

ARTICLE XXVIX: DURATION 73

RATIFICATION: 74

APPENDIX A: CAREER TRACKING INCENTIVES.....75

APPENDIX B: GRIEVANCE FORM 78

ARTICLE I: RECOGNITION AND INTENT

Section 1.1: Parties.

This Agreement (hereinafter "Agreement," "CBA" or "Contract") is entered into by and between the City of Ocoee (hereinafter, "Employer") and the City of Ocoee Professional Firefighters Union, I.A.F.F. Local #3623 (hereinafter, "the Union").

Section 1.2: Recognition.

The City hereby recognizes the Union as the exclusive bargaining representative for all regular full-time employees in the units certified by the Public Employees Relations Commission (PERC) certification number 1136 and number 1350.

The following positions are currently included in the PERC certification:

1. All full and regular part-time certified Firefighters and Engineers
2. All Full time Fire Lieutenants and Fire Inspectors

Section 1.3: Entire Agreement.

This Agreement constitutes the entire Agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect except on mutual agreement set forth in writing and signed by authorized representatives of both parties, and supersedes any and all previous agreements and understandings between the parties, either written or orally.

Section 1.4: Effect of Laws and Ordinances.

Nothing in this Agreement shall require either party to act in violation of any federal or state law or city ordinances and regulations, which shall take precedence when inconsistent with Agreement. In the event that any of the provisions of this Agreement shall be held in violation of any federal or state law or city ordinances as applied to this specific Agreement, such determinations shall not in any way affect the remaining provisions of this Agreement, unless otherwise provided by law.

Section 1.5: Purpose.

It is contemplated that this Agreement will ensure that members of the bargaining unit will at all times be responsible to and make every effort to carry forward the legitimate activities and functions of the Department with alacrity and dispatch, and will accept and promptly execute all lawful orders and instructions given to them, and by defining the City obligations to the Union and members of the bargaining unit, thus avoiding disputes due to misunderstandings; as well as providing a procedure for resolution of any claims that this collective bargaining agreement has been violated.

ARTICLE II: DECLARATION OF PRINCIPLES

Section 2.1: Union Activities.

City employees shall have the right to be represented by an employee organization of their own choosing or to refrain from doing so in accordance with Florida Statutes Chapter 447.

Section 2.2: Non-Discrimination.

A. There shall be no illegal discrimination against any employee in examination, training, promotion, retention, or any other personnel action because of race, color, creed, sex, sexual status, religion, age, national origin, political affiliation, marital status, or legally recognized disability.

B. Employees with a legally recognized disability, who are otherwise qualified, will be provided reasonable accommodation as determined by the City to fulfill the essential functions of their job so long as such accommodation does not constitute an undue hardship to the City.

C. There shall be no discrimination against any employee covered by this Agreement because of membership, non-membership or office held in the Union.

ARTICLE III: UNION SECURITY AND CHECKOFF

Section 3.1: Dues.

The Employer will deduct bi-weekly Union dues from the paychecks of those Unit employees who authorize such deduction in writing in the manner allowed by law. Deductions will begin the second pay period after the Employer receives such written authorization. No deduction shall be allowed for payment of initiation fees, assessment or fines.

Section 3.2: Amount.

The Union will notify the City Director of Human Resources (hereinafter "HRD") as to the amount of dues. This notice must state the biweekly amount in dollars and cents for each individual member. Such notification will be certified to the HRD in writing over the signature of an authorized officer of the Union at least thirty (30) calendar days in advance of the effective date of such change. The City shall charge the deduction as soon as practically consistent with its normal bookkeeping procedures, but no less than thirty (30) days after the change is certified to the HRD, so long as the certification is legally sufficient.

Section 3.3: Remittance.

With written instructions provided by the Union and a written authorization from the employee acceptable to the City, the City will direct deposit Union members' dues to the Union's account, provided the Union pays the same administrative cost for direct deposits that each non-charitable organization are charged for direct deposit by the

City. Direct deposits will cease upon written notice, next payroll following written notice from the employee of same.

Section 3.4: Recourse.

If there is an amount deducted in excess of what is authorized by the employee, the City will reimburse the employee provided a timely grievance is filed if the excess deduction was made as a result of a mistake by the City; otherwise, the employee shall have recourse only against the Union.

Section 3.5: Minimum Pay.

No deduction shall be made from the pay of any payroll period in which the employee's net earnings for that payroll period, after other authorized or legally required deductions, are less than the amount of dues to be checked off.

Section 3.6: Withdrawal.

Any member can stop payroll deduction by giving written notice to the Public Employer and the Union. The Employer shall stop the deductions thirty (30) days after receipt of written notice from the employee.

Section 3.7: Indemnity.

The Union will indemnify, defend, and hold the City harmless against any and all claims, demands, or suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the City on account of payroll deductions of Union dues.

ARTICLE IV: UNION BUSINESS

Section 4.1: Representation and Notice.

The Union shall be represented by its President. The Union shall notify the HRD in writing of the names of its President, as well as any designated substitute for the President to serve as the Union representative in the President's absence. The City is not required to deal with anyone as a representative of the Union except its President or, in his/her absence, his/her designee identified by the Union President in writing. The City will deal with only one (1) representative of the Union with respect to each matter or grievance raised.

Section 4.2: Activities.

The Union President, or his designee, shall carry out their activities on behalf of the Union, including investigating or settling grievances, after 5:00 p.m., except in cases of emergencies the Union President, or his/her designee, with prior permission from the Chief, or his designee, may engage in such activities prior to 5:00 p.m., so long as there is no interference with the work activities of employees or the mission of the Department. When the Union President, or his/her designee, is engaging in such activities while on duty, there shall be no loss of pay. When the Union President, or his/her designee, is engaging in such activities when they are off duty, they shall not be entitled to pay.

Section 4.3: Time.

It is expected that the investigation and processing of grievances, by the Union President, or his/her designee, to the extent that the time of unit employees is required, will occur during the off-duty time of those involved.

Section 4.4: Visitation.

The Chief, or his/her designee, shall permit one authorized non-employee Business Agent of the Union reasonable access to the Fire Stations to handle grievances arising under this Agreement prior to 5:00 p.m., provided that such visits do not disrupt routine operations as determined by the Chief, or his/her designee. The Business Agent designed to have access to the Department shall first obtain the permission from the Chief, or his designee before coming into any working area, and may, at the option of the Chief, or his/her designee, be accompanied by a managerial employee in the event the Union agent needs to visit a particular area of a station. The Business Agent will not in any way interfere with the work of employees or the operations of the Department. If, during a visit, the Business Agent wishes to have a private conversation with an employee, the Chief, or his/her designee, will allow the same consistent with his/her determination of operational needs. If the Union Business Agent needs access prior to 5:00 p.m., he shall obtain permission from the Chief, or his/her designee, which permission will not be denied unreasonably. During any such visit, the Business Agent shall not interfere with the work or the operations of the Department.

Section 4.5: Solicitation and Distribution.

Except as modified by this Agreement, the Union, its members, agents, representatives and all persons acting on its behalf, including the Employer's employees covered by this Agreement, are strictly prohibited by law and this Agreement from soliciting any of the Employer's employees, for Union purposes, during the work time of any employee involved, and from distributing Union literature in any work area at any time. It is understood and agreed that any employee who violates either of these prohibitions is subject to discipline. ("Work time" is any time, exclusive of breaks, reduced activity, 1-hour new hire orientation, or mealtime during the hours of a shift.)

Section 4.6: Time-Off Without Loss of Pay.

With respect to disciplinary proceedings under the City Personnel Rules and Regulations (hereinafter "PRR") or this Agreement, bargaining unit employees who participate in such proceeding, including an employee representative of the employee, if any, shall be treated the same as all other City employees with respect to time off and pay. With respect to contract negotiations between the Union and the City Manager, the Union President or designee plus one (1) CBA Committee member (or as many members as agreed upon by the City Manager or his/her designee) shall not lose any pay for the work hours spent participating in such contract negotiations. Members of the union bargaining team may not accept an overtime assignment during an already scheduled negotiation time; named committee members will be granted exemption upon notification to the Battalion Chief.

Section 4.7: Bulletin Boards and E-mail.

The Employer agrees to set aside space for a bulletin board (not to exceed 30" by 24") to be provided by the Union for its use in informing its membership as to Union business at each station. It is however, agreed and understood that materials to be posted or transmitted to bargaining unit members via e-mail regarding Union business will be submitted to the Chief or his/her designee for review beforehand, and that materials which are derogatory, abrasive, abusive, or critical about any person, or City policy, practice, employees or officials are intemperate in language and/or are not related to legitimate Union business, or which are factually inaccurate, will not be approved and if posted without advance approval of the Chief or his/her designee may be immediately removed by the City. The bulletin board may not be used for any political purpose or to support or oppose any political candidate or issue; provided however, it may be used for internal elections held by the Union among its membership.

Section 4.8 New Hire Orientation

A. During the scheduling of a new hire orientation session, a one-hour time frame will be scheduled during the final week of orientation to allow a representative from the Union, on their own time, to discuss the articles of the Current CBA. This meeting will be scheduled by Fire Administration.

Section 4.9 Information

A. The City shall make available to the Union a copy of all current or subsequently amended written SOP's, GO's, City PRRs and other rules, regulations and policies applicable to bargaining unit employees.

B. The Human Resources Department shall provide the Union a copy of the names and salary of bargaining unit members, upon written request of the Union, but not more than twice a year.

C. The City shall provide the Union with anticipated adjustments, amendments to, amendments of, and proposed new regulations concerning any and all matters stipulated in subsection A. above, in order that the Union may give comment and/or recommendations on the subject within fourteen (14) calendar days from the date received. Failure to respond in fourteen calendar days shall be considered as non-contested. Any impact on wage, hours, or terms and conditions of employment shall be the subject of bargaining prior to implementation.

D. This section shall not apply to any Emergency GOs or one that requires immediate action. The GO shall not exceed 30 days. After 30 days, the GO shall be subject to the other provisions in this article. The Emergency General Order shall not impact wages.

ARTICLE V: MANAGEMENT RIGHTS

Section 5.1: Functions of Management.

It is the function of management to determine and direct the policies, mode and method of providing its services without any interference in the management and conduct of the City's operations on the part of the Union or any of its representatives.

Section 5.2: Operations and Direction of Work Force.

The City shall continue to exercise the exclusive right to take any action it deems necessary or appropriate in the management of its operations and the direction of its work force. The City expressly reserves all rights, powers and authority customarily exercised by management, and functions which the City has not expressly modified or delegated by express provisions of this Agreement.

Section 5.3: Restrictions Under this Agreement.

The City reserves and retains fully and completely any and all management rights, prerogatives and privileges except to the extent that such rights, prerogatives and privileges are specifically limited by some express provision of this Agreement.

Section 5.4: Waiver.

The City's failure to exercise any function or right hereby reserved to it, or its exercising of any function or right in a particular way, shall not be deemed a waiver of this right to exercise such function or right, nor preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 5.5: Emergencies.

If, in the sole discretion of the City Manager, it is determined that a civil emergency condition exists, including but not limited to riots, civil disorders, hurricane conditions or other catastrophes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, except for monetary provisions. However, the processing of grievances shall be suspended only until regular business is resumed by the City. All bargaining unit employees are considered essential employees for purposes of declared emergencies.

Section 5.6: Job Duties.

It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described and employees, at the discretion of management, may be required to perform other duties not specifically contained in their job description.

ARTICLE VI: GRIEVANCE, MEDIATION AND ARBITRATION

Section 6.1: Grievance.

A grievance is defined as a difference between the City and any bargaining unit member or the Union involving an alleged violation or misapplication of a specific provision of this Agreement. As such, grievances are limited to claims which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this Agreement. No grievance will or need be entertained or processed which does not meet this definition, is not presented in the manner described herein, and/or is not filed in a manner provided herein within the time limit prescribed herein. When an Article or Section in this contract references or incorporates the City Personnel Rules and Regulations (PRR) a claimed violation, misapplication or misinterpretation of the PRR shall be subject to this Article. The parties agree that bargaining unit employees will be disciplined for just cause only.

Section 6.2: Grievance Procedure.

Whenever a grievance as specified in Section 6.1 arises between the City and the unit members or the Union, the matter will be handled in accordance with the following procedure. The term “days” as used in this Article shall refer to calendar days.

Within five (5) days after the act or occurrence which gives rise to the grievance, or the unit member knew or should have known of such act or occurrence, whichever first occurs, the unit member may meet to discuss

the grievance with the unit member's immediate supervisor in an attempt to resolve same.

Step 1: If the grievance is not settled in the informal procedure, noted above, or if the grievant decides to proceed with a formal grievance, the grievance must be reduced to writing and signed by the unit member, within ten (10) days after the occurrence which gave rise to the grievance, or the unit member knew or should have known of such act or occurrence, and presented to the unit member's Battalion Chief. The written grievance must include:

a. A statement of grievance and a summary of the facts on which the grievance is based.
b. The remedy requested.

A copy of the grievance form is hereby adopted and placed in the appendices.

The Battalion Chief, will respond in writing within ten (10) days after receipt of the grievance.

Step 2: If the grievance is not settled in Step 1, within ten (10) days of receipt of the Battalion Chief's response in Step 1, the grievant or Union may file the grievance, with the Fire Chief. Within ten (10) days of delivery of the written Step 2 grievance, the Fire Chief, or his designee, shall meet to discuss the grievance with the grievant and/or Union representative.

The Chief or his designee shall respond in writing within ten (10) calendar days after the meeting.

Step 3: If the grievance is not resolved in Step 2, the grievant may file the grievance with the City Manager within ten (10) days after receipt of the Step 2 response. The City Manager, or his designee, shall hold a meeting with the grievant and Union to discuss the grievance within ten (10) days after receipt of the grievance. The City Manager, or his designee, shall respond, in writing, within ten (10) days after the meeting

6.2:1 Failure of the City to respond at any step shall allow the grievant to proceed to the next step within the time limits just as if the City had denied the grievance in writing on the last day an answer was due. The unit member grievant shall be entitled to be present at any meeting held under Step 2 or Step 3.

6.2:2 When bringing a grievance in its name, the Union may file at either Step 2 or Step 3 depending on the circumstances surrounding the grievance.

6.2:3 When denying a grievance, in whole or in part, management's response shall contain the specific reason(s) for denial. Generic denials such as," the grievance has no merit" or "the grievance is denied," shall not be sufficient. All grievance responses originating at Steps 2 and 3 shall be forwarded to the grievant and the Union.

6.2:4 All disciplinary matters involving unpaid suspension, demotion, or termination may be appealed through the grievance process.

6.2:5 The parties may extend any of the time limits in this Article upon mutual written agreement.

Section 6.3: Arbitration.

If the grievance is not resolved through above steps, the grievance may be submitted to binding arbitration by the Union. Arbitration proceedings must be initiated by serving of a written request for arbitration by the Union within ten (10) days after the City Manager's response. Submission to the arbitrator shall be based exclusively on the written grievance as submitted in Steps 1, 2 and 3 of the grievance procedure.

The arbitrator selected shall decide the dispute by using the preponderance of evidence standard and such decision shall be final and binding on the parties. The expenses of the arbitrator shall be borne equally by the parties; and, each party shall be responsible for its own attorneys' fees, any court reporting services it wishes to use, and the wages of unit members, whether they be witnesses, potential witnesses, representatives, or grievant, it utilizes in any arbitration proceeding. However, it is agreed, that should unit members be on duty during the procedure, the unit members shall suffer no loss of pay or benefits.

The jurisdiction of the arbitrator is limited and confined to determining whether there has been a violation of the express terms of this Agreement. The arbitrator shall in no way alter, amend, or modify the terms of this Agreement. The time limits may be extended in writing by mutual consent of the parties.

A. Within ten (10) calendar days from receipt of the notice of the intent to invoke arbitration, the Union shall request a list of nine (9) arbitrators from the Federal Mediation and Conciliation Service, all of whom must reside in the State of Florida. The Union shall supply the City with a copy of the list of arbitrators. The Union and the City

will alternately eliminate one at a time from said list of names of persons until only one remains, and that person will be the arbitrator. The City and the Union will alternate in the right to first strike names in successive arbitrations.

B. As promptly as possible after the arbitrator has been selected, he should conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the unit member(s) aggrieved, the City and the Union in writing. It shall be the obligation of the arbitrator to make his best effort to rule within twenty-one (21) business days after the hearing.

Section 6.4: Grievances by Non-Union Member.

When the Union refuses to process a grievance for a unit member because of the unit member's non-membership in the Union, the unit member shall have the right to process a grievance under this Agreement, but cannot require arbitration of the grievance unless the law requires otherwise, in which event, the unit member shall have all the rights and assume all the burdens, limitations and obligations, including financial obligations, of the Union under this Article and any other Article that may apply to his grievance. The unit member will not be entitled to any other grievance process.

Section 6.5: General.

A. Each grievance shall be arbitrated in a separate proceeding unless the parties mutually agree otherwise.

B. The filing of a grievance shall in no way interfere with the right of the City to proceed to carry out its management responsibilities, subject to the final resolution of the grievance, except terminations.

Section 6.6: Time Off/Pay.

Step 1 of the grievance procedure shall be carried out during the unit member's work hours at a time and place designated by the Chief based on operational needs, and the unit member shall lose no pay. The City shall determine when Steps 2 and 3 shall be processed, and if the Step or Steps, including Arbitration, are processed during their scheduled working hours, neither the Union Representative nor the grievant shall lose pay. Unit member witnesses, other than grievant, whom the City Manager may at his option choose to interview shall lose no pay if interviewed during their working hours, and if interviewed after or before such hours, shall be paid for such time as if they were performing other work for the City. Otherwise, the City shall not be responsible to pay any unit member representative, officer or agent of the Union for any time spent processing grievance matters but will allow one such person plus the grievant per grievance reasonable time off without pay for said activities upon reasonable prior notice if in management's opinion work requirements will allow such absence.

ARTICLE VII: PROMOTION

Section 7.1: Promotion Eligibility List and Promotion.

A. This Article is promulgated to establish procedures to be followed in the selection of departmental personnel for promotion to the ranks of Lieutenant and Engineer. All Lieutenants examinations will be given in the month of February on even numbered years and all Engineer exams will be given in the month of February on odd numbered years. All testing shall be completed in the month of February. All results shall be posted within 30 days of the start of the testing process. The Engineer list from 2025 will expire on June 30, 2027. The list for the Engineer test that takes place in February 2027 shall go into effect July 1st, 2027. The Lieutenant list from 2026 will expire on June 30, 2028. The list for the Lieutenants test that takes place in February 2028 shall go into effect July 1st, 2028. All candidates wishing to be placed on the Engineer list that goes into effect on July 1, 2027, and the Lieutenant list that goes into effect July 1st, 2028, must test in February of the respective year regardless of their placement on the current lists.

B. The lists for each position will be in effect until the next test is completed in the month of February. If the list is exhausted new examinations will be given earlier as determined by the Chief in order to facilitate operational needs. An

exhausted list includes no member remaining on the list or personnel on the list that declined the promotion. If a member declines a promotion, they shall be skipped and the next eligible candidate shall be offered the position, the member who declines the promotion shall remain in their place on the list.

C. Only employees whose last two (2) annual job performance evaluations were “Meets Expectations” or better and whom the Chief determines meet the minimum qualifications in the job description for the position will be eligible to take the test and they must have combat experience as provided below:

Engineer –

1. Hold the rank of Firefighter with the Ocoee Fire department for a minimum of three (3) years
2. Must be a relief Engineer with the Ocoee Fire Department for a minimum of one (1) year
3. Possession of a Driver/Operator certificate of completion from an accredited institution
4. Fire Officer I State of Florida Certification

Lieutenant -

1. Currently holds the rank of Engineer for a minimum of one (1) year with the Ocoee Fire Department
2. Must be on the LT ride up list for a minimum of 1 year
3. Completion of Fire Officer II State of Florida Certification
4. An Associates degree or higher

The Chief will publish the minimum qualifications as set forth in the job description and of the study references on the City bulletin board at each station not less than ninety (90) days in advance of the examinations.

Employees who wish to be placed on the promotion list must notify the Chief in writing not less than thirty (30) days of the first test given for the year for the position. Promotional candidates that are on duty before the scheduled promotional

testing process shall be given time off without a loss in pay from 1900-0700. Any candidate on shift for any portion of the testing process, to include but not limited to the written/practical/coaching/interview, shall be given time off without a loss in pay from 0700 until that candidate's completion of the day's process.

D. The Chief shall recommend the contents of the test and the minimum passing score for each position to the City Manager, who shall consider the Chief's recommendation and determine same. The Chief shall set the minimum standard for other practical testing.

E. The promotional eligibility list will be comprised of the candidates who have the minimum passing test score. One-half point for each year of continuous service as an Ocoee Fire Department employee (1/2 X years) will be added to the candidate's passing score to establish the final rank order eligibility list.

F. 1. Employees with more than one written warning or more severe discipline, or who are on a last chance agreement making them ineligible for promotion, within one year prior to the last date for applying for the tests shall not be eligible to apply.

2. Employees who apply for the test who receive more than one written warning or more severe discipline, or who are placed on a last chance agreement making them ineligible for promotion, within one year prior to the date of the test shall not be eligible to test.

3. Employees who are on the eligibility list who receive more than one written warning or more severe discipline, or who are placed on a last chance agreement making them ineligible for promotion, within one year after they were

placed on the eligibility list shall not be eligible for promotion until they have received no disciplinary action for three hundred sixty-five (365) days~~,~~ after the latest action.

G. Vacancies will be filled from the rank and order off the promotional list within 30 business days, if possible, in descending order from top to bottom. If the vacancy is not filled from the existing list as provided above, the Chief may fill the vacancy as he deems fit, provided he may not fill the position with a non-employee or employee who does not take and pass the same test as given all eligible employees who apply to take the test.

F. Any firefighter promoted to engineer will receive the minimum of the engineer pay range or a 5% pay increase, whichever is greater, effective the date of promotion. Any employee that is promoted from engineer to lieutenant will receive the minimum of the lieutenant pay range or a 7% pay increase, whichever is greater.

G. Employees who are promoted to Engineer or Lieutenant and transfer to a different shift, may elect to retain already scheduled PTO on the closest dates to their original PTO selection.

Section 7.2: Application of City PRR.

City Personnel Rules and Regulations shall not apply to Article VII.

Section 7.3: Union Representation.

All promotional exams will allow a union representative of the union's choice, provided that the representative is not on duty (unless they elect to use PTO) and is not involved in the promotional process, present during written test, practical test, scenario-based evaluation and accumulation of all test scores for a combined total score for each

promotional candidate in accordance with the Fire Department's Policies & Procedures on Union representation during testing. When a candidate is testing for position of lieutenant a lieutenant will be present. When a candidate is testing for engineer, an engineer will be present. The city will include a 3rd party peer or representative from a testing agency during the interview process.

ARTICLE VIII: VOTING

Employees, who are on duty on an election day, will be allowed to take time off without loss of pay to vote on City Property or at other polling places within the City. The time they take off to vote will be determined by the Chief. All other employees shall vote on their own time – by absentee ballot or as otherwise permitted by law. If an employee who is not scheduled to work on an election day whose voting precinct is not in the City of Ocoee is called into work so that he/she cannot vote on his/her own time, the Chief shall make operational arrangements for the employee to vote without loss of pay.

ARTICLE IX: SPECIAL MEETINGS

The City (Two members of Fire Department management and one member of the Human Resource Department) and the two Union officers shall meet and confer on matters of interest upon the request of either party. Such special meetings shall be held on a date and at a time and place mutually agreeable to the parties with a minimum of four a year. Ten days prior to the meeting an agenda of all topics to be discussed shall be furnished to all. The Union shall have the right, at these meetings, to recommend to the Management, corrections of any inequities known to the Union; however, the City shall not be obliged to take any action based on such recommendations. Meetings held under this Section shall not be considered a substitution for the grievance procedure or the right to collective bargaining under the Public Employees Relations Act.

ARTICLE X: NON-BARGAINING UNIT EMPLOYEES

The City may use non-bargaining unit employees to perform non-emergency work when the City determines it is operationally required so long as bargaining unit members are utilized for emergency work when outside fire department personnel are requested for manpower. The City reserves the right to hire up to three reserves to supplement emergency and non-emergency operations so long as it does not replace any position necessary to maintain minimum staffing levels and the reservist meet and maintain the same qualifications as bargaining members.

ARTICLE XI: INSURANCE AND PENSION

Section 11.1: Insurance.

During the term of this Agreement, the City shall provide the same health, medical, dental insurance, and short/long term disability under the same terms and conditions for bargaining unit employees and their dependents that it provides for the City's non-bargaining unit, non-exempt employees and their dependents. During the term of this agreement should the City decide to change premiums, co-pays, co-insurance and/or provide incentive programs, the bargaining unit employees will be required to participate as all other non-bargaining unit employees. Bargaining Unit Members that fail to show up for a scheduled appointment at the health center shall pay a scheduled $25.00 charge unless the bargaining unit member is unable to arrive on time due to an emergency call or other Department operational need.

Section 11.2: Pension.

All bargaining unit positions and employees in those positions, covered by this Agreement, shall be covered by the FS Chapter 175 Plan as established by the City of Ocoee provided, they meet the eligibility requirements of same. The Pension Ordinance provides that the minimum in-line of duty disability benefit shall be no less than 55% of Average Final Compensation.

The City agrees to contribute no less than 12% of the fire unit member's payroll to the Pension Fund during the term of this agreement. The bargaining unit members' pension contribution shall be 8% of pensionable earnings.

Accrued paid time off at separation will not count toward final average compensation for pension benefits.

For purposes of Pension calculation, the employee shall receive monetary credit as part of their final average compensation for up to 300 hours of overtime as per State Statute.

Members who enter the Deferred Retirement Option Plan (D.R.O.P) may elect to either have their account credited with interest at the rate of 2% per annum or credited with the actual net rate of return of the fund, but not less than 0%. One change in election is permitted. D.R.O.P shall be up to but may not exceed 8 years.

The Parties mutually agree and consent that effective October 1, 2021, the Chapter 175 base premium tax revenues (i.e., $282,130.75) and the Chapter 175 additional premium tax revenues (i.e., Chapter 175 premium tax monies received in excess of $282,130.75) shall be allocated in accordance with the statutory default in Section 175.351, Florida Statutes, except that the City's 50% of the additional premium tax revenues shall be used to reduce the unfunded actuarial accrued liability of the Chapter 175 Plan as long as such liability exists, and thereafter shall be applied to reduce the City's annual required contribution to the Chapter 175 Plan.

Section 11.3: Pension Multiplier.

The City and the Union agree that the pension multiplier will remain at 3.5% for employees hired before September 30, 2015 and 3.25% for employees hired on or after September 30, 2015.

ARTICLE XII: STRIKES

The Union and bargaining unit members shall not promote, sponsor, engage in, or condone any work stoppage, boycott, slow-down, strike, disruption of City operations, picketing or other withholding of limitation of services for any reasons and shall abide with F.S. §447.505.

ARTICLE XIII: TIME TRADES

Section 13.1: Application.

Time Trades shall be submitted sixty (62) hours prior to the beginning of the time trade sought and must be approved in advance by the on-duty Battalion Chief.

Section 13.2: Payback.

Employees shall not trade time in exchange for financial or other forms of compensation and shall have up to (1) year from the date of the initial time trade date to payback a time trade. Failure to pay back a time trade within the one (1) year timeframe will result in the suspension of time trade rights for the following 12 months absent circumstances beyond the employee's control. Employees will only be able to accrue a maximum of ten (10) time trades. Under no circumstances will the department be responsible for the payback of time trades.

Section 13.3: Authorization.

Employees shall be responsible for utilizing the electronic scheduling program to submit the time trade request to the on-duty Battalion Chief for approval. It is the employees' responsibility to ensure that their time swap has been approved. The Battalion Chief may deny time swap request due to departmental needs, staffing, or time trade violations resulting in suspension of time trade rights or discipline. The privilege of trading time may be suspended or revoked at any time for abuse of the privilege.

Section 13.4: Emergencies.

The only exception to the Section 13.1: Application will be in the case of an emergency, and with permission of the Chief or designee. An emergency is defined as:

a. A serious, unexpected, and often dangerous situation requiring immediate action, or

b. A serious medical condition requiring immediate action.

Section 13.5: Qualifications.

Employees can only time trade with employees qualified to work in the same classification. EMT's can normally only time trade with EMT's and Paramedics can only time trade with Paramedics. If staffing allows for the day, EMTs shall be permitted to time trade with paramedics if this does not create an overtime need at the time the time trade request is submitted.

If the employee that was scheduled to time trade is moved to a ride up position, that employee shall receive ride up pay.

Section 13.6: Definition.

A time trade is defined as any exchange of time during a shift, no matter how many hours are involved. Any consecutive time traded on a shift will count as one (1) time trade in regards to the maximum of (10) time trades allowed for accrual. No permanent or standing time trades are allowed.

ARTICLE XIV: HOLIDAYS

Section 14.1: Days Observed.

A. The observed holidays are:

January 1	New Year's Day
January – Third Monday	Martin Luther King, Jr. Day
May – Last Monday	Memorial Day
July 4	Independence Day
September – First Monday	Labor Day
November – Fourth Thursday	Thanksgiving Day
November – Fourth Friday	Day after Thanksgiving
December - 24	Christmas Eve
December 25	Christmas Day

Section 14.2: Eligibility for Holiday Pay.

A. Eligibility

An employee must be on an approved paid leave or work the normal schedule of hours, on the regularly scheduled working day immediately prior to and immediately following a holiday, in order to qualify for the holiday time or pay.

B. Holiday Pay

a) Bargaining unit employees on a 24/48 schedule shall be paid an additional eighteen (18) hours at their straight time hourly rate or 18 hours of comp time for each of the above holidays.

b) When a bargaining unit employee on a 24/48-hour schedule works on a scheduled holiday, the employee shall receive 18 hours of holiday pay, if he/she meets the eligibility requirements, in addition to the time and one half (1.5) his/her straight time rate for all hours worked on the holiday.

c) When a bargaining unit employee picks up overtime or works forced overtime on a holiday, he/she will receive 2 times their straight time rate of pay for all hours worked, in addition to the 18 hours of holiday pay.

d) When a bargaining unit employee is out on scheduled PTO, Comp Time, Family Medical Leave Act, Domestic Sexual Violence leave, or the use of leave donation on a holiday, he/she will receive the 18 hours of holiday pay and PTO will be paid at their straight time rate.

e) When an employee is scheduled to work on a holiday, but fails to do so, other than scheduled PTO, Comp Time, Family Medical Leave Act, Domestic Sexual Violence leave, or the use of leave donation, the employee will not receive the 18 hours of holiday pay.

ARTICLE XV: PAID TIME OFF

Section 15.1: Eligibility.

A. Only full-time employees and full-time probationary employees will be allowed to accrue paid time off (PTO).

B. Full-time probationary employees shall accrue paid time off during their initial probationary period but shall not be permitted to take same during the initial six (6) months of employment unless approved by the Fire Chief. Paid time off not taken by a full-time employee who does not successfully complete the first six (6) months of the initial probationary period, including resigning, shall not be paid any accrued hours upon termination of employment.

C. Any employee within the initial one-year probationary period of time that calls off work and cannot show an emergency reason for calling off may be subject to a written warning for failure to report to work as scheduled.

Section 15.2: Accrual of Leave.

Each employee shall receive an additional 24 hours of paid time off added to their accruals after October 1st each year of this Agreement and only after the employee has worked for the City for one year.

A. Full-time employees earn Paid Time Off (P.T.O.) based on hours worked as follows:

One through five years of service -

9.4821% hours bi-weekly

(276.16 hours per year)

Six through ten years of service -

11.9554% hours bi-weekly

(348.18 hours per year)

Eleven years +

13.5982% hours bi-weekly

(396.00 hours per year)

The formula is based on a total of 2912 hours worked annually, then multiplying that number by .94821, which results in the yearly accrual. The amount reflected on each paycheck will alternate based on the inclusion of a short week versus a long week; and therefore, the accrual will vary. However, the total annual amount will equal 276.16 hours.

B. A full-time employee can only accrue up to 580 hours of paid time off.

Section 15.3: PRR.

The other rules and conditions with respect to paid time off are as set forth in the PRR. However, any employee requesting time off shall request no less than 8 hours or 4 hours comp time minimum, except for approved educational purposes.

Section 15.4: PTO per Shift.

No more than four (4) bargaining unit employees will be allowed off each shift. What does and does not count towards the maximum number of rank and file allowed off is listed below.

A. What DOES NOT COUNT toward the maximum number of employees allowed off each shift:

Light Duty (LD) due to work related injuries or pregnancy

Permanent Vacancies

Leave with Pay (LWP) approved by the Fire Chief for the benefit of the department.

Bereavement Leave (BL)

Jury Duty (JD)

Court Leave related to City business

Military Leave (ML) as required by state statute up to 240 hours

Depositions/Subpoena related to City business

B. What DOES COUNT toward the maximum number of employees allowed off each shift:

Paid Time Off (PTO) vacation picks

Comp Time

Leave without Pay (LWOP)

Family Medical Leave Act (FMLA)

Domestic/sexual violence leave

Use of leave donation

All PTO requests and PTO cancellation requests must be submitted (and approved) in writing to the Battalion Chief prior to 62 hours (1700 hrs on current shift)

before the next scheduled on-coming shift. Any deviation from this is subject to approval by the Fire Chief or designee.

ARTICLE XVI: USE OF PERSONAL VEHICLES

When employees are required by management to use their own vehicles for City business, e.g., transferring from station to station after the start of their shift, they shall be entitled to be paid mileage under the same terms and conditions as other City employees, as provided in Section 10 of the PRR. Employees shall utilize the department provided electronic travel forms for submission to their Battalion Chief for approval, and are required to submit the forms on the same day as their travel.

ARTICLE XVII: HOURS OF WORK AND WORK SCHEDULE

Section 17.1: Basic Work Schedule.

A. The basic work schedule shall be twenty-four (24) hour shifts on and forty-eight (48) hours off with a starting time of 7:00 a.m. The City agrees not to change the starting or ending time for the regular work schedule, except, in the case of a temporary emergency, without notice to the Union and upon a request from the Union made within ten (10) calendar days after notice of the schedule change, the parties shall meet and negotiate the impact of same. Absent mutual agreement, any dispute arising under this Section will be resolved under the Fl. St. 447, impasse resolution process.

B. Paid Lunch Periods are scheduled pursuant to Department Policies and Procedures.

C. The basic work schedule for new hire orientation will be determined by the Chief. New employees will have their pay converted so as to not lose any pay during the orientation period.

D. During the term of this contract, the City agrees to allow one fiscally neutral schedule change provided the Chief reviews and agrees that the change is fiscally neutral and does not impede operations. Once the change has been agreed upon, it shall take effect on the first day of the first full pay period of the FY. The union must notify the Chief in writing no later than June 15th of its request for a schedule change. Such change will remain in effect for one full year. Parties may mutually agree to return to the original schedule, however, that change will also be coordinated with the FY and will remain in effect for the duration of the contract.

Notwithstanding the above, upon completion of one (1) full fiscal year following implementation of any schedule change, the City retains the sole discretion to revert to the original schedule. Any such reversion shall be effective at the start of the next fiscal year and shall remain in effect for the duration of the contract, unless otherwise mutually agreed upon by the parties.

Section 17.2: Overtime.

A. Non-exempt employees are to report all hours worked. Non-exempt employees should not begin work before the beginning of their schedule or after the end of their schedule without permission; however, if they do perform work before or beyond their schedule, they are to report it as hours worked on their time sheet or record. Overtime will be authorized or directed only when it is in the interest of the City and is the most practicable and economical way of meeting workloads or deadlines.

B. Non-exempt bargaining unit employees will receive overtime pay in accordance with the Fair Labor Standards Act for all hours worked in excess of ninety-six (96) hours in a fourteen (14) day work cycle. The member will receive half-time for built-in overtime (i.e., the regularly scheduled hours worked in excess of 96 hours each work cycle) as pay or convert to comp time. Bargaining unit members will also accrue overtime on the short week of the pay period.

C. For the purposes of overtime computation, PTO not approved in advance of 62 hours, annual military leave and other absences from duty, whether paid or not, shall not be considered as time worked, provided, however, PTO not approved in advance

of 62 hours that is utilized for jury duty, bereavement or court ordered subpoena (personal matters do noy apply) shall count as time worked. Paid holidays and paid personal leave used for a scheduled vacation approved in advance or 62 hours shall be considered for employees on a Section 7(k) schedule as up to twenty-four (24) hours worked.

D. Employees shall be required to work overtime when assigned unless excused by supervision. An employee desiring to be excused from overtime work assignments for good and sufficient reasons shall submit a request to the on-duty Battalion Chief, in advance of 62 hours.

Section 17.3: Assignment of Overtime.

When the Battalion Chief or his/her designee determines there is a need to schedule personnel for scheduled overtime, the following procedure will apply.

All combat personnel will be placed in one of the three following classifications according to their current rank and/or EMS licensure: Lieutenant, Engineer, and Firefighter. Positions requiring a qualifier (e.g., truck qualifications, MSU 25 qualifications), as determined by the Department, shall be offered as overtime to qualified personnel, with priority given to members assigned to that unit, followed by other personnel who meet the required qualifications, as determined by the Department.

Example 1 (Unscheduled PTO): If four (4) personnel are on PTO and an employee uses unscheduled PTO generating overtime, the Battalion Chief will utilize the overtime list to hire a replacement based on the classification of the employee using unscheduled PTO. If no employee in the appropriate classification accepts the overtime, the Battalion Chief will follow the procedure through each available list. If all attempts are exhausted without filling the overtime, the Battalion Chief will utilize the forced overtime

list to hire a replacement based on the classification of the employee using unscheduled PTO.

Example 2 (Unscheduled PTO for Out of Grade Position): If an employee is scheduled to ride out of grade and uses unscheduled PTO generating overtime, the Battalion Chief will hire overtime off the list for the position in which the employee was scheduled to ride up. If no employees in the appropriate classification accept the overtime, the Battalion Chief will follow the procedure through each available list. If all attempts are exhausted without filling the overtime, the Battalion Chief will utilize the forced overtime list for the position the employee was scheduled to ride up in.

Example 3 (Vacancy): If four (4) personnel are on PTO and there is a vacancy that generates overtime, the Battalion Chief will hire for overtime to fill the highest-ranking position based on personnel on PTO. If no overtime is accepted by employees in that position, the process will repeat itself accordingly through the other list, if positions are available. If no employees accept the overtime, then the Battalion Chief will ride employees up out of grade and utilize the firefighters' forced overtime list.

Example 4: The below example will apply to overtime created by the following situations:

- Light Duty due to work related (Worker's Comp) injuries and pregnancy
- Leave with Pay (LWP) approved by the Fire Chief for the benefit of the Department
- Bereavement Leave (BL)
- Jury Duty (JD)
- Court Leave related to City business
- Military Leave (ML)
- Depositions/Subpoena related to City business

If four (4) personnel are on PTO, and there is a need for overtime due to any of the reasons listed above, the Battalion Chief will hire based on a classification-for-

classification replacement, unless otherwise directed by management. If no overtime is accepted by employees in the classification causing the overtime, the process will repeat itself accordingly through the other lists if positions are available. If no employees accept the overtime, then the Battalion Chief will ride employees up out of grade and utilize the firefighter's forced overtime list.

Example 5: The below example will apply to overtime created by the following situations:

- Paid Time Off (PTO) vacation picks
- Comp Time
- Leave without Pay (LWOP)
- Family Medical Leave Act (FMLA)
- Domestic/sexual violence leave
- Use of leave donation
- Light Duty absences required by a healthcare provider for pregnancy

If four (4) personnel are on PTO and there is a need for overtime due to any of the reasons listed above, the Battalion Chief will hire for overtime to fill the highest-ranking position based on personnel on PTO. If no overtime is accepted by employees in that position, the process will repeat itself accordingly through the other list, if positions are available. If no employees accept the overtime, then the Battalion Chief will ride employees up out of grade and utilize the firefighters' forced overtime list.

Example 6 (Combination of Time Off): If there is a need to hire overtime due to any combination of leave identified in the previous examples (PTO, Unscheduled PTO, Vacancy, or any leave identified in example 4 & 5, etc.), the Battalion Chief will hire for overtime to fill the highest-ranking position based on personnel based off of personnel utilizing the examples above. If no overtime is accepted by employees in that position, the process will repeat itself accordingly through the other list, if positions are available.

If no employees accept the overtime, then the Battalion Chief will ride employees up out of grade and utilize the firefighters' forced overtime list.

The current overtime lists will be maintained by the Battalion Chief utilizing the department electronic scheduling system. These lists will cycle through all personnel, year to year, and continue reverting back.

Personnel contacted for the scheduled overtime assignment will have the opportunity to either accept or refuse the assignment. If the assignment is accepted and that person works eight (8) or more hours that person will be placed on the bottom of the list. When a scheduled overtime phone call results in a voicemail, answering machine or a "no answer", said individual will be placed at the bottom of the list.

When hiring overtime for the next shift, the Battalion Chief will make one attempt at contacting the emergency callout number. That will constitute a contact and that person will be placed on the bottom of the list. When hiring overtime that is more than twenty-four (24) hours from the start of the shift, the Battalion Chief will wait five minutes and then move on to the next person and follow the above procedure.

If after following the procedure outline above, no employee that management considers qualified accepts the overtime, the Battalion Chief will assign overtime as he/she deems appropriate.

If no employee accepts overtime forced overtime will be utilized. The least senior employee in the needed classification on the off-going or on-going shift will be held to work overtime. When overtime is forced for staffing a rescue unit, any member of the any rank may replace the forced overtime position, provided they meet the minimum qualification to fill that position.

Further, when overtime is forced, based on classification, the forced overtime will be rotated through all members in that classification on that particular shift, to ensure the same member is not continually forced to work the overtime assignment. When overtime is forced, bargaining unit members will be paid for a minimum of three (3) hours, Personnel working greater than three (3) (hours of forced overtime in a 24-hour period will be moved to the bottom of the forced overtime list. Personnel working less than three (3) hours will remain in their current position on the forced overtime list. However, overtime cannot be mandatory if the employee is on list as unavailable at time of overtime.

Section 17.4: Shift and Non-Shift Overtime.

Overtime necessitated by a regular shift vacancy, or because of the Department placing an additional unit or apparatus in service either for a full or partial shift (e.g., boat, tanker, brush truck, peak rescue unit, engine, etc.), shall be considered “shift overtime.” Overtime necessitated by projects or other assignments for which the bargaining unit member is not assigned to a unit or apparatus shall be considered “non-shift overtime.” Shift overtime necessitated by the Department placing an additional unit or apparatus in service shall be subject to the provisions of Sections 17.2 and 17.3, except as follows. For units or apparatus that do not require an Engineer and/or a Lieutenant, the overtime will be offered first to the Firefighters, then to the Engineers, and then to the Lieutenants, and forced or mandatory overtime shall be assigned in the same order. For units or apparatus that require an Engineer and/or a Lieutenant, the overtime will be offered, and where necessary forced or mandated, position by position.

For overtime assignments worked that are not “shift assignments,” the City and the Union agree the bargaining unit members shall not be subject to forced or mandatory

overtime. Bargaining unit members shall have the option to defer the payment of overtime for assignments worked that are not shift assignments by selecting compensatory time off in lieu of payment for the time worked.

Section 17.5: Compensatory Time Off.

The maximum number of compensatory time-off hours accumulated may not exceed 240 total hours. The employee may request compensatory time off in accordance with the other time off provisions within this Agreement.

All hours accumulated and not used by the employee by September 30 of each year, shall be contributed to that employees VEBA account.

When a unit member who is a paramedic elects to be paid for compensatory time their rate of pay shall include the paramedic incentive.

Members may elect to change to receive overtime or comp time one (1) time each quarter. Any change must be submitted by the end of the first pay period of each quarter, (Jan, April, July and October).

ARTICLE XVIII: LIGHT DUTY

Section 18.1: Compensation.

Light Duty shall be provided, only for work related injuries and when required by a healthcare provider for pregnancy. If the City assigns an employee light duty in a position not on a 24/48 schedule, the employee will be paid one and four tenths (1.4) times the employee's regular hourly rate but only for hours actually worked; provided, as if they were still on a 24/48 schedule however, unless otherwise required by law, the total earned or received from all sources, including STD, LTD, paid time off leave and worker's compensation, will not be more than the employee's regular pay for the normal 56 hour workweek, and to the extent necessary to effectuate said limitation, the benefits referred to above shall be reduced. Light Duty, if assigned, will begin as and when determined by the Chief.

Section 18.2: Determination

Light duty shall be performed within the Ocoee Fire Department if the Chief determines it is available. If the Chief determines it is not available, light duty shall be performed wherever assigned by the City. Light duty shall neither be automatically provided within the stations nor as a 24-hour shift and shall be at the sole discretion of the Chief.

ARTICLE XIX: WAGES

Section 19.1: Pay Increases.

Pay increases for Fiscal Years 2026/2027, 2027/2028 and 2028/2029, effective upon ratification of this Agreement by both parties, shall be as follows:

1. For Fiscal Year 2026/2027, effective upon ratification of this agreement by both parties, bargaining unit employees shall receive base wage increases on October 12, 2026. These increases shall not be applied retroactively. Bargaining unit members will have their annual salary increased by fifteen percent provided they have a minimum of 1 year of completed service on October 1, 2026. Employees will receive an increase to their base wage up to the maximum salary for the position. The balance of the increase will be paid as a one-time lump sum payment. Any member who does not have one year of completed service on this date will have the annual salary adjusted to the new starting salary. The starting salary for 2026/2027 will be $56,056.00.

2. For Fiscal Year 2027/2028, effective upon ratification of this agreement by both parties, bargaining unit employees shall receive 4% base wage increases on October 11, 2027. Employees will receive an increase to their base wage up to the maximum salary for the position. The balance of the increase will be paid as a one-time lump sum payment. Any member who does not have one year of completed service on this date will have the annual salary adjusted to the new starting salary. The new starting salary for FY 2027/2028 will be $57,737.68. These increases shall not be applied retroactively.

3. For Fiscal Year 2028/2029 bargaining unit employees shall receive 4% base wage increases on October 9, 2028. Employees will receive an increase to their base wage up to the maximum salary for the position. The balance of the increase will be paid as a one-time lump sum payment. Any member who does not have one year of completed service on this date will have the annual salary adjusted to the new starting salary. The new starting salary for FY 2028/2029 will be $59,469.81. These increases shall not be applied retroactively.

4. To be eligible for these pay increases, the employee must be employed with the City in a bargaining unit position as of the date of ratification of this Agreement by both parties.

5. "Bargaining unit employees who are designated as Tower qualified by the Fire Chief shall receive an additional $0.35 per hour."

6. No other wage increases shall be provided through the term of this Agreement.

Section 19.2: Paramedic Incentive Pay.

A. All bargaining unit employees who were hired as a paramedic or hired as an EMT with the requirement to become a paramedic shall be required to maintain their State of Florida paramedic license and Orange County Medical Director's certification (Letter of Affirmation) for the duration of employment. Such employees who lose their State paramedic license or their Orange County Medical Director's certification may be terminated from employment.

B. Effective Fiscal Year 2026/2027, personnel that possess and maintain a Certified Orange County Paramedic certification shall receive an hourly rate increase ($ 4.00 per hour) equal to $11,648.00. This incentive will begin after probation and Orange County Protocol tested and passed.

C. Effective Fiscal Year 2027/2028, personnel that possess and maintain a Certified Orange County Paramedic certification shall receive an hourly rate increase ($4.25 per hour) equal to $12,376.00. This incentive will begin after probation and Orange County Protocol tested and passed.

D. Effective Fiscal Year 2028/2029, personnel that possess and maintain a Certified Orange County Paramedic certification shall receive an hourly rate increase ($4.50 per hour) equal to $$13,104.00. This incentive will begin after probation and Orange County Protocol tested and passed. No other wage increases shall be provided through the term of this agreement.

No other wage increases shall be provided through the term of this agreement.

Section 19.3: Other Incentive Pay

A. The City agrees to pay employees $500.00 per year that are fluent in the Spanish, Portuguese or Creole language.

B. The City agrees to pay up to 6 employees as Department FTOs $1000.00 per year (prorated if the employee works less than the entire year as an FTO).

C. The City agrees to pay employees approved as Department Paramedic Preceptors $1.00 per hour for all hours worked while precepting an assigned student.

D. The Fire Department shall post the requirements for EMS Preceptors/FTOs. The Fire Chief shall select qualified EMS Preceptors/FTO's as needed to meet department needs. Employees shall be compensated on a bi-weekly basis during the period selected and operating in these roles.

E. The City agrees to pay paramedics an additional $1.00 per hour for each hour worked while assigned on a rescue, and EMTs an additional $0.50 per hour for each hour worked while assigned to a rescue. To be eligible for the additional amounts, the employee has to work 4 or more hours of the shift on the rescue.

F. Bargaining unit employees will be compensated for meeting requirements as outlined in the Career Tracking Incentive Program, included in Appendix A

Section 19.4: Starting Pay

Effective upon ratification of this Agreement by both parties, the following minimum and maximum rates will apply:

	FY26/27		FY27/28		FY28/29	
	Firefighter Rates					
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Hourly	19.25	29.88	19.83	31.08	20.42	32.32
Biweekly	2156.00	3346.56	2220.68	3480.42	2287.30	3619.64
Annual	56056.00	87010.56	57737.68	90490.98	59469.81	94110.62
	Engineer Rates					
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Hourly	22.46	32.02	23.14	33.30	23.83	34.63
Biweekly	2515.72	3586.24	2591.19	3729.69	2668.93	3878.88
Annual	65408.76	93242.24	67371.02	96971.93	69392.16	100850.81
	Lieutenant Rates					
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Hourly	26.04	38.14	26.82	39.67	27.63	41.25
Biweekly	2916.48	4271.68	3003.97	4442.55	3094.09	4620.25
Annual	75828.48	111063.68	78103.33	115506.23	80446.43	120126.48

ARTICLE XX: UNIFORMS AND EQUIPMENT

Section 20.1: Uniforms.

Uniform classes are described in Department Policies and Procedures.

Class A to be worn on official duties (i.e. Funerals)

Class B (short sleeve dress shirt and pants) to be worn for day-to-day operations including all PR events, company inspections and station tours

Class C may be worn during reduced activity period

Class D to be worn after 8pm

Section 20.2: Initial Issue.

A. New firefighters will be issued the following clothing:

2 Blue Dress shirt, short sleeve
1 Blue Dress shirt, long sleeve
1 Tie
2 Pant – plain blue, Class A/B
4 Pants –BDU
6 T-Shirts
2 Gym shorts
1 Sweat pants
2 Sweat shirts
1 Pair Uniform shoes/boots

1 Badge

1 Sets collar brass

1 Name tags

1 Time of Service tags

1 Raincoat

1 Winter coat

1 Baseball Cap

1 Belt

1 Complete set of approved Bunker Gear

Any other uniforms or equipment provided for in Department Policies and Procedures

B. Certified Firefighters/Fire inspectors while conducting required building and property inspections, 40 hours per week day shift, with the approval of the fire chief, may be allowed to wear appropriate fire department golf shirts. During PR events, station tours and any business meetings conducted at City Hall or any other professional setting, appropriate Class B attire must be worn or as required by the Chief.

Section 20.3: Replacement.

All employees who have at least one (1) year of continuous service shall be credited with a one-time clothing/shoe allowance by October 31st of each year to be used for uniform replacement of Class A-D in the following amount:

Shift bargaining unit employees -- $ 600.00

Amounts credited that are not used by September 1st of the year or upon the cessation of employment shall revert back to the City.

Upon completion of a new hires first probationary period, the employee shall receive a prorated uniform allotment in the amount of $50.00 per month until the end of the current fiscal year.

Example: bargaining unit member completes his/her probationary period on May 1st, they will receive the uniform allotment on June 1st in the amount of $50.00 and continue until the end of the fiscal year (June, July, August, and September). Employee will be awarded the full amount uniform allowance in October, on schedule with all bargaining unit members.

All uniform items required upon promotion will be issued at no cost to the employee.

FF to Engineer:

1 Badge

Engineer to Lieutenant:

1 Badge

1 Set Collar Brass

1 Name Tag

2 White Dress shirts, short sleeve

1 White Dress shirt, long sleeve

6 T-shirts

Section 20.4: Maintenance.

Employees shall be responsible for repair and maintenance of the uniform and all items issued to them for their use by the City, and shall come to work in clean, neat and undamaged clothes, including undamaged uniforms and other clothes. If uniforms are soiled or damaged during an emergency scene, items shall be replaced at no charge by approval of the Fire Chief or his/her designee.

Section 20.5: Changes.

Any changes shall be paid using the clothing/shoe allowance unless changes are made by management. If made by management, then items will be exchanged item for item.

ARTICLE XXI: PROBATIONARY PERIOD

Section 21.1: Initial Probationary Period.

The initial probationary period for new employees, accumulation of benefits, continuous service credit, participation in benefits, disciplinary actions and continued employment for bargaining unit employees shall be the same as for all other non-exempt non-bargaining City employees, unless otherwise specifically provided in this Article.

Section 21.2: Promotional Probation.

Employees promoted to a higher rank shall serve a six (6) month probationary period. After the successful completion of the Ride-Up task book, employees will be allowed to work a higher classification.

Section 21.3: Grievances.

Unless specifically provided in this Agreement, employees who have not successfully completed their initial new-hire probationary period under Section 21.1 shall not have access to Article VI for purposes of discipline, termination, or separation from employment.

Section 21.4: Transfers and Waiving Probation.

To be considered for a transfer into or the employment in the position of Firefighter, including engineer and lieutenant positions, from within or from outside the OFD the following shall be required:

A. An application must be filed during the period of the annual advertisement.

B. The applicant must be determined by the Chief to meet all of the minimum qualifications established by the Department, CBA and City.

C. If determined to meet all the minimum qualifications, the applicant must pass all written, practical and other tests established by the Department with the passing grade established by the Chief.

D. If an employee, the applicant's last job performance evaluation must have been "above operational, Meets Expectations" or better and none of the applicant's last three (3) job performance evaluations were "Below operational/Needs Improvement".

E. If an employee, not have had a written warning or more severe discipline in the last twelve (12) months prior to applying.

F. Persons hired or employees transferred into the Fire Department shall be required to successfully complete the Departmental probationary period during which time they shall serve at the will and pleasure of the Chief as employees of the City as well as in their position in the Fire Department.

Any City employee transferring to a position covered by this bargaining unit within the Ocoee Fire Department from any other division/department shall start at the entry rate of pay, according to the prevailing pay plan.

ARTICLE XXII: REDUCED ACTIVITY PERIOD

Section 22.1: Hours.

Subject to operational needs, there shall be a period of reduced activity on each shift which should normally run from 1700 to 0630.

Section 22.2: Activity.

During the reduced activity period, on-duty employees shall be in Class A, B or C uniform and be ready to respond immediately to calls in the uniform determined by Department Policies and Procedures or the Battalion Chief. After 1700, the on-duty crew shall complete the station duties for the day not yet completed before the reduced activity period, as well as other duties which the Chief, or his/her designee, determines are necessary to be completed before the end of the shift.

Section 22.3: Emergencies.

Hurricanes, riots, floods or emergencies that demand extended tours of duty or recall duty will permit use of beds at the discretion of the Battalion Chief.

Section 22.4: Contact Sports.

There shall be no contact sports while on duty at any time, including but not limited to basketball, football or soccer unless specifically approved by the Chief or his/her designee.

Section 22.5: Adverse Weather Protocol.

The City and the Union agree to follow the Department Policies and Procedures regarding adverse weather issues.

ARTICLE XXIII: CONTINUOUS EMPLOYMENT

Section 23.1: PTO Vacation Picks.

When one (1) or more bargaining unit employees seeks to use paid time off leave for vacation under the City PRR, the employee with the most time in each position will be given preference unless the Chief, or his designee, determines such a preference in a particular instance will interfere with Departmental operations.

Annual PTO Vacations (initial picks) shall be picked according to rank in seniority, with no more than five (5) consecutive shifts and not more than ten (10) shifts in a fiscal year being selected. A maximum total of 10 rounds of vacation picks shall be held until members meet the 10 shift maximum or forfeit additional picks. Four (4) bargaining unit employees are allowed off at initial annual PTO vacation pick selection. The vacation pick process shall proceed in the following manner:

Lieutenant	Picks 1-4
Engineer	Picks 5-8
Firefighter	Picks 9-etc

Section 23.2: Layoff and Recall.

Layoff and recall shall be in accordance with the City PRR.

Section 23.3: Shift and Station Vacancies

1. Employees who desire to transfer to different shifts and stations may submit a written request to the Fire Chief or his designee twice each year, once during the month of January and once during the month of July of each year. Such requests shall be limited to a primary and secondary pick. Requests that are made during the month of January shall remain in effect from February 1st through July 31 of that year. Requests that are made during the month of July shall remain in effect from August 1 through January 31 of the following year.
2. The Fire Chief shall consider employee transfer requests in filling shift and station vacancies caused by retirements, promotions, resignation, terminations, or demotions, other than those created by an employee filling a vacancy pursuant to a transfer request. If the Fire Chief does not select the most senior qualified requester for the vacancy, the Fire Chief shall provide the reasons for the decision in writing.
3. Employees who are transferred to different shifts at their request will forfeit already scheduled vacation/PTO selections. Employees who are transferred to different shifts as determined by management not pursuant to a request by the employee may elect to retain already scheduled vacation/PTO on the closest dates to their original vacation/PTO selections (e.g., an A-shift employee who selects PTO on July 1st and later transfers to B-shift may take PTO on July 2nd). When an employee is involuntarily transferred to another shift, the Fire Chief shall provide a 14 day written notice to the employee.

Section 23.4: Mutual Consent Transfers

1. Bargaining unit employees of equal rank and qualifications (as listed in the electronic scheduling system) may transfer across shifts, provided that such transfers are mutually agreed-to and are submitted in writing to the Fire Chief or his designee for approval. If the Fire Chief denies the mutual transfer request, he shall provide the reasons for the denial in writing.
2. To be eligible for mutual consent transfers, Firefighters must have a minimum of one (1) year of service; Engineers and Lieutenants must have a minimum of one (1) year of time in grade.
3. Notwithstanding the provisions of paragraph B.1 above, the Fire Chief may allow EMTs and Paramedics who meet all the other qualifications for the transfer to mutually transfer.
4. Employees can mutually transfer no more than once in a 365 day period.

ARTICLE XXIV: PERSONAL PROPERTY REPLACEMENT

The City agrees to reimburse employees the cost of replacing or repairing wristwatches and prescription eyeglasses, but not contact lenses, destroyed or damaged in the line of duty unless caused by the negligence of the employee subject to the following conditions:

1. The maximum reimbursement for prescription eyeglasses shall be $150.00 and for wristwatches shall be $150.00.

2. The employee must make the claim during the shift on which the destruction or damage occurred, and turn in the destroyed or damaged item.

At its option, the City may elect to replace the item rather than reimburse the employee for same.

ARTICLE XXV: SAFETY, HEALTH AND PHYSICAL FITNESS

Section 25.1: General.

As part of its commitment to the safety, health and physical fitness of its employees, to provide a safe place for its employees to work, and to promote physical fitness for its employees, the City and the Union will cooperate in the continuing objective of eliminating accidents and health hazards. The City and the Union will cooperate in the enforcement of safety rules and regulations and shall promote sound safety practices for the protection of employees. The City further agrees to promote physical fitness by providing time, equipment and educational material, as it deems appropriate.

All new employees must be tobacco free for at least one year before initial employment. Additionally, all employees hired after October 1, 2005 must remain continually tobacco free (including no vaping or e-cigarettes) both on and off-duty in order to maintain continued employment with the City of Ocoee Fire Department. The Union recognizes the potential adverse impact of continued tobacco use on the grandfathered bargaining unit employees' benefits under the Florida firefighter cancer presumption law and the Florida Heart and Lung Bill.

Section 25.2: Equipment.

All protective devices, bunker gear and other equipment required to be worn or used by the City, shall be provided by the City. Such protective devices, bunker gear and equipment when provided, must be used. The Union agrees that neglect or failure by an employee to obey safety regulations or to use or maintain the safety equipment furnished by the City shall be basis for disciplinary action up to and including termination.

The fire station, all equipment and apparatus shall be maintained by employees in a manner that will promote the elimination of accidents and make the workplace safer and less likely to cause injuries. All employees are to report any and all unsafe conditions to the Fire Chief whenever found, immediately.

The Union may consult with the City's safety representative and make recommendations in safety matters.

Section 25.3: Medical Examinations.

A. Medical examinations (Physicals) will be required for all employees every year and will be conducted by physicians selected by the City. The time necessary for the annual physicals shall be scheduled on-duty and will be considered as time worked. The City shall pay for all medical and psychological exams (if necessary for fitness for duty issues). Employees will be responsible for 50% of the cost of the physical for missed appointments except in cases of circumstances beyond their control, i.e. family or medical emergencies to be evaluated on a case-by-case basis. The union will be notified of the scheduled dates for physicals at least 30 days prior. Employees will be required to reschedule on their own time and without pay within 90 days. All medical examinations will include a test to determine the presence of illegal controlled substances. All employees will be tested for nicotine. Employees testing positive for nicotine that are not grandfathered will be given 6 months to become nicotine free. Failure to become nicotine free, will result in disciplinary action up to and including termination of employment.

B. Any medical or psychological exam that results in the employee being considered as unfit for duty, shall be addressed using terms outlined in Article XVIII: LIGHT DUTY. Should the employee provide qualified medical information to return to duty

before the City believes the employee may return, and a final determination is made that the employee could have returned sooner, then the City shall return that portion of the paid time off used after the documentation was provided.

C. Present incentives will cease and future incentives will be based on City wide plans and subject to Health care plan for all other non-bargaining unit employees.

D. Annual physicals will include the following:

Life Scan Wellness Centers Public Safety Physical Exam or comparable exam
Public Safety Annual physical
QuantiFERON (TB test)
Chest x-ray (baseline and every 5 years)
.

Refusal or failure to take a medical or psychological examination required by the City will result in disciplinary action up to and including termination of employment.

Section 25.4: Cooperation.

When an employee has a health-related problem that affects or may affect his or her ability to perform the essential functions of his or her job, the employee shall so advise the Chief for evaluation. An employee who has had medical treatment prescribed in order to resolve an actual or potential medical problem that affects or may affect the employee's ability to perform his/her job who fails or refuses to follow the medical treatment prescribed shall be subject to disciplinary action up to and including termination.

Section 25.5: Good Health Activities.

Unless assigned to other duties, each employee shall engage in a minimum of one (1) hour each shift in walking, running, jogging or other approved activities. Such activities shall be conducted at the station or at a location designated by the Chief or his/her designee, so the employee will be immediately available for duty during such activity.

Concentration should be placed on warm-up exercises, to include stretching and flexing to prevent injuries. Exercise should also include aerobic strength training programs. Competitive and contact sports are not an approved form of exercise and are not permitted in the Department.

ARTICLE XXVI: WORKING OUT OF CLASSIFICATION

Section 26.1: Out of Class Pay

Bargaining unit employees who work out of classification, in a higher classification, shall be paid a flat rate for the entire 24-hour shift, as long as they work at least 3 hours of continuous work in the higher classification. Compensation for working out of classification will be as follows:

Firefighter working as an Engineer:	$25.00 per shift
Engineer working as a Lieutenant:	$50.00 per shift
Lieutenant working as a Battalion Chief:	$100.00 per shift

Or can choose to receive

Firefighter working as an Engineer:	3 hours comp time per shift
Engineer working as a Lieutenant:	4 hours comp time per shift
Lieutenant working as a Battalion Chief:	7 hours comp time per shift

If a bargaining unit member is on the promotion list, they shall be given the option to ride up. Bargaining unit members who have completed all required training and have been approved by Fire Administration to ride up out of class shall be used on their normally assigned shifts based on operational needs. The City and Union agree a list of lieutenants who wish to work out of class as a battalion chief, shall be used on a per shift rotating basis, when the department determines the need to fill the position.

Section 26.2: Floaters.

The Battalion Chief on duty will make the determination to float the necessary personnel to the station that requires the staffing

ARTICLE XXVII: EDUCATION

Section 27.1

The Education Incentive Program shall be a reimbursement plan and any courses and programs will be approved solely by the Chief and in accordance with the guidelines and any changes deemed necessary by the Education Committee.

Section 27.2

A. Bargaining unit employees hired after October 1, 2020 who are required to attain licensure as a State of Florida certified Paramedic shall be eligible to have their tuition paid for by the City through tuition reimbursement, pre-payment, or a combination of the two as determined by the City, subject to the following conditions. Tuition payment shall include in-state tuition, books, and other regular fees associated with the program, but shall exclude late fees, fines, and any other expenses. The City shall establish the procedures for requesting paramedic program tuition payment. A minimum of four (4) employees per fiscal year shall be approved for paramedic program tuition payment. The City may approve additional employees for paramedic program tuition payment if sufficient budgeted funding is available.

B. Employees who have their tuition paid for by the City will be required to reimburse the City for the entire amount of all reimbursement received or pre-payment for the approved paramedic program if:

(1) They separate from City employment for any reason, other than layoff due to organizational needs, prior to attaining initial licensure as a State of Florida certified Paramedic.

(2) They fail to obtain licensure as a State of Florida certified Paramedic or fail to successfully pass the Orange County Medical Director's protocol test to become a stand-alone paramedic within thirty-six (36) months of their initial hire.

(3) They separate from City employment for any reason, other than layoff due to organizational needs, fail to maintain State of Florida paramedic certification, fail to maintain stand-alone paramedic status, or fail to remain in compliance with Orange County Medical Director's Office protocol requirements prior to completion of thirty-six (36) months of employment following their approval as a stand-alone paramedic by the Orange County Medical Director's Office.

The City may make exceptions to this reimbursement at its sole discretion on a case-by-case basis.

C. Employees shall be required to sign a tuition reimbursement agreement consistent with the above terms created by the City as a condition of receiving paramedic program tuition payment.

ARTICLE XXVIII: VEBA – OTHER POST-EMPLOYMENT BENEFITS

The parties agree to participate in a Voluntary Employee Benefits Association – VEBA.

Section 28.1: VEBA Contributions

The VEBA contributions referred to in this Agreement shall be automatically deducted from the member each payday prior to the calculation of taxes. The monies shall be deposited in the member's account as directed by the member. In the event that the member has not determined what account the monies should be deposited to, the default will be that account/fund that is designated as a savings account.

Section 28.2: Annual Physical Program

A. Unit members participating in the City's Physical Assessment Program shall receive a contribution from the City of $300 per year for employees with single coverage and $600 per year for employees with family coverage paid into the member's VEBA account. Members are required to meet with the medical staff to review the results of the Physical Assessment testing.

1. The money will be placed in the active side of the VEBA for each qualified member.

2. The Health Reimbursement Account or HRA funded by the City to reimburse members with medical deductible expenses will be reduced by the amount listed above by the members respective coverage in January.

B. The employees will have the opportunity annually in the month of September to sell back up to 20% of their paid time off accrual for cash at their standard hourly rate including paramedic incentive for those who qualify; however, 5% of the 20%

total PTO buyout will be placed in the VEBA account. The remaining 15% of the total PTO buyout will be paid to the employee. The employee must have a minimum of 80 hours to participate in this program.

C. Any bargaining unit employee who terminates, resigns, retires or otherwise leaves employment with the City must contribute 25% of their accrued time off to their VEBA account.

D. In addition, 12 hours of paid time will be contributed to the employee's VEBA account the first payroll after October 1 of each year through the term of the contract instead of increasing the Floating Holiday time.

ARTICLE XXVIII: DURATION

This contract shall remain in full force and effect through midnight September 30, 2029 and shall automatically renew itself for periods of one (1) year unless either party delivers to the other written notice of its intent to terminate or modify this contract not less than ninety (90) calendar days before September 30, 2029.

_____	_____
International Association of Fire Fighters, Local 3623	City Manager
By:_____	Date: _____
Date: _____	
_____	_____
Name	Fire Chief
Date: _____	Date: _____
_____	_____
Name	Human Resources Director
Date: _____	Date: _____
_____	_____
Name	Mayor
Date: _____	Date: _____

RATIFICATION

This collective bargaining agreement was ratified by the parties on the dates set forth below:

Date Ratified: _____ Date Approved: _____

_____ _____

International Association of Fire Fighters, Local 3623

City Clerk, City of Ocoee

By:_____ By:_____

Career Tracking Incentives

Firefighter II - $.36 per hour

Firefighter III - $.61 per hour

Engineer II - $.70 per hour

Engineer III - $.89 per hour

Lieutenant II- $.95 per hour

Lieutenant III - $1.17 per hour

Upon promotion, employees will retain the current incentive until the requirements are met and approved for the new rank. Employees will begin receiving the respective rate for the new incentive at the beginning of the immediate next pay period. There shall be no stacking of incentives.

Fire Department Career Tracking Program

Position.	Requirements
FIrefIghter JI $TBD per hour	• 2 1 year as a Firefighter • FIrefIghter Safety: Calling the May Day • Successful completion of the State of Florida Apparatus Operations and Fire Service Hydraulics class • A minimum of 40 hours of documented drive1Ime • ICS"100: IntroducIlon to ICS for Operational First Responders • ICS 200: Basic NIMS ICS for Operational First Resoonelers
Firefighter III $TBD per hour	• □ 3 years as a Firefighter 11 • Valld "Class E" driver's license or an equivalent CDL • Apparatus and Pump Operator Certification for the State of Florida • 72 hours of seat lime. • Successful completion of the Ride up Engineer's Task bool • Complellon of four {4) hour Target Solutions Driver Safety training class • Complellon of department's pumping and driving test • Eligible to submit request for Engineer ride-up consideration
Engineer I (Promotion %)	• Promotional requlremenls as outlined In the CBA • Selected by the Fire Chief for promotion
Englneer II $TBD per hour	• 2 1 year as an Engineer I • Florida Fire Officer 1- Building Construction • Completion of the Ride up Lieutenant Task Book • Complete 72 hours seat time • Elk1ible to submit request for Lieutenant ride-up consideration
Engineer III $TSO per hour	• 2 3 years as an Engineer II • Successful completlon of department-approvedIncident Safety Officer Course • Successful completion of the Engineer III In-house training packet (See Attached)
••Lieutenant I (Promotion%)	•• Promotlonal requirements as outlined In the GBA • Selected by the Fire Chief for promotion
Lieutenant II $T□D per hour	• 2 1 year as a Lieutenant I • After 06/01/2023 AS Degree In Fire Science or Fire Officer II State of Florida Certification • ICS-300 • FEMA IS-29 Public Information Officer • Completion of the Ride up Battalion GhlefTask Book • Successful completion of a department-approved Incident Response Safety Course (Vector Solutions) • Ellalble to submit request for Battalion Chief ride-up consideration
Lieutenant III $TBD per hour	• ?. 3 years as a Lieutenant II • Successful completlon of Fire Officer II classes, task bool<, and slate test or AS Degree In Fire Science " Successful completion of the Lieutenant III in-house training packet (See Attached)

Revised 1/7/2026

PROGRAM HOURLY PAY EFFECIIVf::

CITY OF OCOEE FIRE DEPARTMENT

CAREER TRACKJNG PROGRAM IN House TRAINING REQUIREMENTS

Origination Date: June 18, 2023 Revision Date:

Listed are the advanced trainit1g requirements for each rank, which must be successfulJy completed, prior toa firefighter submitting a request to prngress to Level III status, This document coincides with the Fire Department Career Tracking Pi:ogr811l and satisfies the in-house training packet requirement for each rank.

Engineer III	ll Command *S011001- 40 bis,* ll Florida State Emergency Response Plan (Required for FO2) & ICS-300: IntermediateAll-HazardNIMS ICS Review for Expanding Incidents (Q0464) ll IS-230 F1indamentals of Emergency Management (FEMA Self-study) •• IS-240 Leadership & Influence (FEMA Self-study) •• Introduction to Fire Behavior in Single Family DwelHng (Q0368) • Vector Solutions: Leadership and Ethics
Lieutenant HI	" ICS-400: Fundamentals Review for Command and General Staff (Q0466) •• Instructor JI Certification • Florida State Ce1tified - Incident Safety Of:fice1' • IS-321 Hurricane Mitigation Basics·(FEMA Self-study) • IS-324 A Community Hurifoane Preparedness (FEMA Self-study) • Principles of Building Construction (Q0751 - NFASelf-study) • Vector Solutions: NFPA 1021 Leadel'ship as a Group Influence • Vector Solutions: NFPA 1021 Company-Level Training

APPENDIX B

CITY OF OCOEE FIRE DEPARTMENT
GRIEVANCE FORM

Date: _____

Name of Grievant: _____

Date of alleged event: _____

Specific Article(s) and paragraphs allegedly violated:

_____

Statement of facts pertaining to or giving rise to alleged grievance:

_____
_____
_____
_____
_____
_____
_____
_____

Specific relief requested:

_____
_____

Signature of Union President

IAFF-Local 3623

_____

Signature of Grievant:

_____

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

May 19, 2026 **AGENDA** **6:15 PM**

REGULAR CITY COMMISSION MEETING

STAFF REPORT

Meeting Date: May 19, 2026
Item #: 7

Contact Name: Jenetta Wilson
Contact Number: Ext. 1030

Department Director: Jenetta Wilson
City Manager: Craig Shadrix

Subject: Approval of Ratification of Police Officers and Sergeants Collective Bargaining Agreement, Article 16: Wages. (Human Resources Director Wilson)

Background Summary:

The existing Collective Bargaining Agreements between the Florida Police Benevolent Association, Inc. (PBA) for Officers, Corporals, and Sergeants remain in effect until September 30, 2028. Under the direction of the City Manager, city staff and the PBA have negotiated the terms regarding wages (no other articles were impacted) for the remaining duration of the contract. During bargaining last year, the parties agreed to re-open wages due to the uncertainty of proposed tax changes for Florida. As a result, the parties have agreed on the wage adjustments for the remaining 2 years of the contract. The wages will be adjusted to account for market changes and to ensure the City's compensation remains competitive. Doing so allows the City to retain and recruit top talent.

The PBA Union has proceeded to a ratification vote of the terms of the Collective Bargaining Agreements (by the sergeants and police officers). As the Police Officers have voted **43** in favor and **0** against the terms and the Sergeants have voted **8** in favor and **0** against the terms for ratification, the City Commission is required to vote to approve the Collective Bargaining Agreements as ratified by the members of the PBA.

Issue:

Should the Honorable Mayor and City Commission approve the terms as ratified, in accordance with the attachments received from the PBA after their vote?

Recommendations:

Staff recommends that the Honorable Mayor and City Commission approve the terms as ratified, in accordance with the attachments received from the PBA after their vote.

Attachments:

1. PBA Tally Sheets - Wages Only
2. Amended Industry Based Competetive Scales

Financial Impacts:

Financial Impacts:

The Officers' and Sergeants' contracts provide a 5% increase to the Industry Based Competitive Scale for the second year of the contract bringing the starting salary for police officers to $67,865.20. For the third and final year of each contract, there will be a 3% increase to the Industry Based Competetive Scale, bringing the starting wage for a new officer to $69,901.10. Officers and sergeants will continue to receive increases respective of their years of service. The financial impact of this agreement will be provided for in the budget.

Type of Item: Consent

Type of Item: Consent

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.

Florida Police Benevolent Association, Inc.
Ocoee PD Agreement
(Police Officer & Corporal)

Date: Final

Contract Ratification Vote

Official Vote Ratification Tally Sheet

Number of Ballots Cast: 43

Ballots Cast For Agreement: 43

Ballots Cast Against Agreement: ~~0~~

Challenged Ballots: ~~0~~

Comments:

Representatives for the PBA:

Matthew Jenko

Dewey L. Mellon

Florida Police Benevolent Association, Inc.
Ocoee PD Agreement
(Police Officer & Corporal)

Date: May 6, 2026

Contract Ratification Vote

Official Vote Ratification Tally Sheet

Number of Ballots Cast: 23

Ballots Cast For Agreement: 23

Ballots Cast Against Agreement: 0

Challenged Ballots: 0

Comments:

Representatives for the PBA:

Matthew Jones

Darryl L. Mallard

Florida Police Benevolent Association, Inc.
Ocoee PD Agreement
(Police Officer & Corporal)

Date: MAY 5, 2026

Contract Ratification Vote

Official Vote Ratification Tally Sheet

Number of Ballots Cast: 20

Ballots Cast For Agreement: 20

Ballots Cast Against Agreement: Ø

Challenged Ballots: None

Comments:

Representatives for the PBA:

Dewey L. Mellor

Florida Police Benevolent Association, Inc.
Ocoee PD Agreement
(Sergeant)

Date: Final

Contract Ratification Vote

Official Vote Ratification Tally Sheet

Number of Ballots Cast: 8

Ballots Cast For Agreement: 8

Ballots Cast Against Agreement: Ø

Challenged Ballots: Ø

Comments:

Representatives for the PBA:

Matthew Ferrao

Dewey L. Mullan

Florida Police Benevolent Association, Inc.
Ocoee PD Agreement
(Sergeant)

Date: May 6, 2026

Contract Ratification Vote

Official Vote Ratification Tally Sheet

Number of Ballots Cast: 5

Ballots Cast For Agreement: 5

Ballots Cast Against Agreement: 0

Challenged Ballots: 0

Comments:

Representatives for the PBA:

Matthew Serrao

Darren L Mello

Florida Police Benevolent Association, Inc.
Ocoee PD Agreement
(Sergeant)

Date: MAY 5, 2026

Contract Ratification Vote

Official Vote Ratification Tally Sheet

Number of Ballots Cast: 3

Ballots Cast For Agreement: 3

Ballots Cast Against Agreement: Ø

Challenged Ballots: None

Comments:

Representatives for the PBA:

Dewey T. Mellar

TA # 04-30-2026
4.30.2026

Ocoee PD Officer Industry Based Competetive Adjustment Scale
Appendix B

Completed Years in Rank as of October 1st, 2025 (2080 hours)

Position	Base Salary	1 Years	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years
Officer	31.0738	32.006	32.9662	33.9552	34.9739	36.0231	37.1038	38.2169	39.3634	40.5443
	$ 64,633.50	$ 66,572.48	$ 68,569.70	$ 70,626.82	$ 72,745.71	$ 74,928.05	$ 77,175.90	$ 79,491.15	$ 81,875.87	$ 84,332.14
Position	**10 Years**	**11 Years**	**12 Years**	**13 Years**	**14 Years**					
Officer	41.7606	43.0134	44.3038	45.6329	47.0019					
	$ 86,862.05	$ 89,467.87	$ 92,151.90	$ 94,916.43	$ 97,763.95					

Completed Years in Rank as of October 1st, 2026 (2080 hours)

Position	Base Salary	1 Years	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years
Officer	32.6275	33.6063	34.6145	35.6529	36.7225	37.8242	38.9589	40.1277	41.3315	42.5714
	$ 67,865.20	$ 69,901.10	$ 71,998.16	$ 74,158.03	$ 76,382.80	$ 78,674.34	$ 81,034.51	$ 83,465.62	$ 85,969.52	$ 88,548.51
Position	**10 Years**	**11 Years**	**12 Years**	**13 Years**	**14 Years**					
Officer	43.8485	45.164	46.5189	47.9145	49.3519					
	$ 91,204.88	$ 93,941.12	$ 96,759.31	$ 99,662.16	$ 102,651.95					

Completed Years in Rank as of October 1st, 2027 (2080 hours)

Position	Base Salary	1 Years	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years
Officer	33.6063	34.6145	35.6529	36.7225	37.8242	38.9589	40.1277	41.3315	42.5714	43.8485
	$ 69,901.10	$ 71,998.16	$ 74,158.03	$ 76,382.80	$ 78,674.34	$ 81,034.51	$ 83,465.62	$ 85,969.52	$ 88,548.51	$ 91,204.88
Position	**10 Years**	**11 Years**	**12 Years**	**13 Years**	**14 Years**					
Officer	45.164	46.5189	47.9145	49.3519	50.8325					
	$ 93,941.12	$ 96,759.31	$ 99,662.16	$ 102,651.95	$ 105,731.60					

T/A 4-30-2026

Ocoee Sergeants Industry Based Competetive Adjustment Scale
Appendix B

Completed Years in Rank as of October 1st, 2025

Position	Base Salary	1 Years	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years
Hourly	42.0624	43.3243	44.6240	45.9627	47.3416	48.7618	50.2247	51.7314	53.2833	54.8818
Sergeant	$ 87,489.79	$ 90,114.54	$ 92,817.92	$ 95,602.42	$ 98,470.53	$ 101,424.54	$ 104,467.38	$ 107,601.31	$ 110,829.26	$ 114,154.14
Position	10 Years									
Hourly	56.5283									
Sergeant	$ 117,578.86									

Completed Years in Rank as of October 1st, 2026 (2080 hours)

Position	Base Salary	1 Years	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years
Hourly	44.1655	45.4905	46.8552	48.2609	49.7087	51.2	52.736	54.3181	55.9476	57.626
Sergeant	$ 91,864.24	$ 94,620.24	$ 97,458.82	$ 100,382.67	$ 103,394.10	$ 106,496.00	$ 109,690.88	$ 112,981.65	$ 116,371.01	$ 119,862.08
Position	10 Years									
Hourly	59.3548									
Sergeant	$ 123,457.98									

Completed Years in Rank as of October 1st, 2027 (2080 hours)

Position	Base Salary	1 Years	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years
Hourly	45.4904	46.8551	48.2608	49.7086	51.1999	52.7359	54.318	55.9475	57.6259	59.3547
Sergeant	$ 94,620.03	$ 97,458.61	$ 100,382.46	$ 103,393.89	$ 106,495.79	$ 109,690.67	$ 112,981.44	$ 116,370.80	$ 119,861.87	$ 123,457.78
Position	10 Years									
Hourly	61.1353									
Sergeant	$ 127,161.42									

STAFF REPORT

Meeting Date: May 19, 2026
Item #: 8

Contact Name: Mark Johnson
Contact Number: Ext. 5002

Department Director: Mark Johnson
City Manager: Craig Shadrix

Subject: Approval of a 6-month Extension to the Temporary Operator Agreement with SSS Down To Earth OPCO LLC, Extending the Term from June 1, 2026, to November 30, 2026, for Interim Operation of the Forest Lake Golf Course. (Parks and Leisure Director Johnson)

Background Summary:

On April 1, 2025, the City Commission approved SSS Down To Earth OPCO LLC (DTE) as the interim operator for Forest Lake Golf Club following a competitive selection process that included three qualified local vendors. The interim agreement authorized DTE to manage golf course operations beginning May 1, 2025, through October 31, 2025, while the City evaluated the long-term operational direction of the facility.

Since assuming operations, DTE has maintained daily golf course operations, food and beverage services, staffing, maintenance coordination, and customer service functions while working collaboratively with City staff during the transition period. To ensure continuity of operations and avoid disruption to golf course services, the City Commission previously approved additional 30-day and 90-day extensions extending the agreement through May 31, 2026.

The City is continuing to evaluate long-term operational planning for Forest Lake Golf Club, including future operational structure, capital improvement priorities, financial sustainability, and overall facility strategy. A future City Commission workshop in June will provide policy direction regarding these operational considerations, and will include discussion on long-term operations for the range, the food and beverage service, and agronomy.

The attached agreement amendment extends the current interim operating agreement with DTE through November 30, 2026, to allow adequate time for implementation of Commission direction resulting from the future workshop and any associated operational transition planning. The amendment does not modify the scope of services, operational responsibilities, or compensation terms contained in the existing agreement.

Issue:

Should the Honorable Mayor and City Commission approve a 6-month extension to the Temporary Operator Agreement with SSS Down To Earth OPCO LLC, extending the term from June 1, 2026, to November 30, 2026, for interim operation of the Forest Lake Golf Course?

Recommendations:

Staff recommends the Honorable Mayor and City Commission approve a 6-month extension to the Temporary Operator Agreement with SSS Down To Earth OPCO LLC, extending the term from June 1, 2026, to November30, 2026, for interim operation of the Forest Lake Golf Course.

Attachments:

1. Fourth Amendment to Management Agreement

Financial Impacts:

No budgetary imoact.

Type of Item: Consent

FOURTH AMENDMENT TO MANAGEMENT AGREEMENT
FOREST LAKE GOLF CLUB

This Fourth Amendment to Management Agreement (this "**Amendment**") is made and entered into effective as of _____, 2026 (the "**Effective Date**"), by and between the **CITY OF OCOEE**, a Florida municipal corporation ("**Owner**" or "**City**"), and **SSS TWIN RIVERS OPCO LLC**, an Ohio limited liability company, doing business as DTE Golf ("**Manager**").

RECITALS

WHEREAS, Owner and Manager entered into that certain Management Agreement for the Forest Lake Golf Club effective as of April 22, 2025 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Term is scheduled to expire on October 31, 2025, unless extended or earlier terminated; and

WHEREAS, Owner and Manager desire to amend the Agreement to extend the Term.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Extension of Term.** Section 1 (n) of the Agreement is hereby amended to provide a new Expiration Date of **November 30, 2026**, unless earlier terminated in accordance with the Agreement.
2. **No Other Changes.** Except as expressly modified by this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.
3. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for all purposes.

(Signature page to follow)

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

OWNER:

CITY OF OCOEE, a Florida municipal corporation

ATTEST:

By:_____

_____
Melanie Sibbitt, MMC
City Clerk

Date:_____

(SEAL)

APPROVED BY THE CITY OF OCOEE COMMISSION IN A MEETING HELD ON _____, 2026 UNDER AGENDA ITEM No. __

FOR USE AND RELIANCE ONLY
BY THE CITY OF OCOEE, FLORIDA
Approved as to form and legality this
__ day of _____, 2026

Fishback Dominick LLP

By: _____
Rick Geller, City Attorney

[Signature page of Amendment by Manager]

MANAGER:

SSS TWIN RIVERS OPCO LLC,
an Ohio limited liability company

By: _____
Signature Date

_____
Print Name Title

STAFF REPORT

Meeting Date: May 19, 2026
Item #: 9

Contact Name: Mark Johnson
Contact Number: Ext. 5002

Department Director: Mark Johnson
City Manager: Craig Shadrix

Subject: Approval of Contract for the 2026 Ocoee Music Festival Entertainment. (Parks and Leisure Services Director Johnson)

Background Summary:

The Ocoee Music Festival has consistently showcased national talent over the past two decades, earning a reputation as one of the region's premier music events. Each year, the festival draws acclaimed artists from across the country, offering attendees unforgettable performances spanning various genres. This long-standing tradition of featuring top-tier talent has helped the festival grow in popularity and prestige, making it a highly anticipated event for music lovers both locally and beyond. In addition to its cultural value, the festival has a significant impact on the local economy, bringing in thousands of visitors who support nearby restaurants, hotels, shops, and small businesses, contributing to the community's economic growth and vitality.

Despite rising costs in many areas, the festival remains committed to offering cost-friendly entertainment for the community. This year's event is made possible in part by careful budgeting and strategic partnerships, allowing the city to deliver a high-quality experience without placing additional financial strain on the city or attendees, or reliance on sponsorship. One such partnership is with Cox Media Group. Cox Media Group, one of the largest multimedia companies in the world, is able to bring in entertainers at lower pricing than current national published rates, and they also bring enhanced marketing capabilities. This year's Ocoee Music Festival looks to continue the long tradition of showcasing national talent on November 13th and 14th, and in accordance with the City of Ocoee Purchasing Rules and Regulations, the contract for entertainment with Cox Media Group exceeds the City Manager's approval, requiring approval from the City Commission.

Issue:

Should the Honorable Mayor and City Commission approve the contract with Cox Media Group for the 2026 Ocoee Music Festival entertainment in the amount of $280,000?

Recommendations:

Staff respectfully recommends the Honorable Mayor and City Commission approve the contract with Cox Media Group for the 2026 Ocoee Music Festival entertainment in the amount of $280,000.

Attachments:
1. Cox Medial Group Contract 2026

Financial Impacts:

This contract is adequately funded in the current year's budget.

Type of Item: Consent

This agreement, made and entered into by and between the City of Ocoee, Fl and Cox Radio, LLC, for its stations WMMO-FM and WWKA-FM, whose mailing address is 4192 N John Young Parkway, Orlando, FL 32804 agree and understand as follows:

WMMO-FM and WWKA-FM to provide:

- CMG to negotiate all national headline and national support artist performing at the festival
- CMG to be responsible for all artists contracts and payments (not to include local contest wining artists promised by City of Ocoee)
- CMG had the ability to secure event media sponsors with festival approval and such approvals won't be unreasonably withheld
- CMG to work with Ocoee's preferred stage/sound and lighting vendor and will facilitate negotiation of national artist production needs.
- Booking of agreed upon headline bands/artists.
- We will work as the go between the artist/management and the City of Ocoee and its designees.
- CMG to provide the following marketing:
    - **98.9 WMMO**
    - Air a minimum of 140 :30 recorded promos between October 19th – November 13th, 2026.
    - Air a minimum of 60 live liners between October 19th – November 13th, 2026.
    - Conduct an App Keyword Weekend of Winning for a pair tickets in the VIP section.
    - Organic social posts.
    - Inclusion in shared eblast deployed 3+ to 24,000+
    - Event page posting at WMMO.com .
    - Two app PUSH notifications.
    - Station activation on-site with 1-2 10x10 station branded tents, signage, station vehicle on Friday, November 13th.
    - Air talent on-stage to intro bands and make announcements.
    - Playlist of station produced music to play between acts.

    - **K92.3**
    - Air a minimum of 140 :30 recorded promos between October 19th – November 14th, 2026.
    - Air a minimum of 60 live liners between October 19th – November 14th, 2026.

- Conduct an App Keyword Weekend of Winning for a pair tickets in the VIP section.
- Organic social posts.
- Inclusion in shared eblast deployed 3+ to 44,000+
- Event page posting at k923orlando.com .
- Two app PUSH notifications.
- Station activation on-site with 1-2 10x10 station branded tents, signage, station vehicle on Saturday, November 14th.
- Air talent to on-stage to intro bands and make announcements.
- Playlist of station produced music to play between acts.

City of Ocoee to provide:

- Exclusive radio partnership.
- 5 pair of VIP tickets for WMMO and 5 pair of VIP tickets to WWKA
- Prominent location for station activation on-site at event
- Opportunity for stations to display signage throughout the park
- Opportunity for station air talent to intro artists on-stage
- Station logos included on city marketing assets such resident communications, stage banners, posters etc...
- The ability to have WMMO-FM and WWKA-FM on site and on stage to introduce the bands.
- CITY OF OCOEE to provide artist hospitality needs per contract rider. CMG to facilitate and work with Ocoee event committee on fulfillment
- CITY OF OCOEE to provide all artist ground transportation needs. (Let us know if you need help)
- Cox Radio, LLC to have first right of renewal for 2027 event.
- $280,000 made payable to Cox Radio, LLC for payment and securing of 1 National headline and 1 national support act for 11/13 and 11/14, 2026.
    - We will require $100,000 within Thirty (30) business days of agreement execution (To pay for holds)
    - The remaining $180,000 to be paid on or before November 1, 2026.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO AND SHALL NOT BE EFFECTIVE UNTIL SIGNED BY AUTHORIZED REPRESENTATIVES OF BOTH COX RADIO, LLC AND THE CITY OF OCOEE.

Indemnification:

(a) City's of Ocoee's obligation to indemnify is subject to the limits of Section 768.28, Florida Statutes, and that the City does not waive its rights under the doctrine of sovereign immunity

Governing Law and Jurisdiction. This Agreement is made in the state in which both parties are located and shall be governed exclusively by the substantive laws of such state without giving effect

to any conflict-of-laws rules requiring the application of the substantive law of any other jurisdiction. Cox Radio, LLC and the City of Ocoee knowingly and voluntarily intend and agree that the mandatory, exclusive venue for any action in any way related to this Agreement or its enforcement shall be the federal court for the district in which Cox Radio, LLC is located or, in the alternative, any state court of competent jurisdiction in the county where the parties are located. All Parties hereby knowingly and voluntarily waive any and all objections to venue and personal jurisdiction in the foregoing courts and submit themselves to the jurisdiction thereof. Each Party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the aforementioned courts shall have in personal jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement.

Insurance. City of Ocoee agrees to secure and maintain (or have the applicable third party secure and maintain) commercial general liability (CGL) (or equivalent insurance) for property loss or damage and personal or bodily injury or death of any person with a combined single limit of not less than Two Million Dollars ($2,000,000) per occurrence. Such CGL insurance shall cover claims arising from or related to products and completed operations, broad form property damage liability, provide coverage for contractual liability, and name the following parties as additional insureds: Cox Radio, LLC, it's subsidiaries, affiliates and all companies directly or indirectly controlling, controlled by, or under common control and their respective shareholders, officers, directors, members, agents, employees, assigns, trustees, and successors. All insurance provided by City of Ocoee shall be primary, and any insurance maintained by Cox Radio, LLC shall be excess and not contributing with insurance. City of Ocoee shall arrange with its insurance companies to endorse such required insurance policies accordingly. In addition, City of Ocoee shall ensure that Cox Radio, LLC is notified in writing of cancellation or of any restrictive amendment of the policies at least thirty (30) days prior to the effective date of such cancellation or amendment, in accordance with this Agreement.

Amendment and Authorized Signatories. No supplement, modification, or amendment of this Agreement shall be binding unless in a writing specifically referencing this Agreement and executed by authorized representatives of both Parties. Each of the individuals executing this Agreement certifies that he or she is duly authorized to do so.

City of Ocoee	**Cox Radio, LLC**
	WMMO-FM & WWKA-FM
Rusty Johnson	**JC Campese**
Mayor of Ocoee	**Vice President/Market Manager**
Signature	**Signature**_____
Date: 5/11/2026	**Date:** _____

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, MELANIE SIBBITT, CITY CLERK, AT (407) 554-7056, msibbitt@ocoee.org, City Hall, 1 North Bluford Avenue, Ocoee, Florida 34761.

The contractor must comply with public records laws, specifically to:

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

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from 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 public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

STAFF REPORT

Meeting Date: May 19, 2026
Item #: 10

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Approval of FDLE Voluntary Cooperation Mutual Aid Agreement S.A.F.E. Initiative. (Police Chief Ogburn)

Background Summary:

It is the intention of the Florida Department of Law Enforcement (FDLE) to establish the State Assistance for Fentanyl Eradication (S.A.F.E.) Mutual Aid Group, hereinafter referred to as the S.A.F.E. Initiative, with the Ocoee Police Department in an effort to combat the fentanyl crisis. The initiative will focus on identifying fentanyl-related crimes, including racketeering, drug law violations, and related criminal offenses, as well as dismantling organized criminal groups engaged in such activity. These criminal activities may impact single or multiple jurisdictions.

FDLE intends to establish this initiative as a mechanism through which area law enforcement agencies can dedicate resources to targeting criminal activity and criminal organizations that violate Florida Statutes and may affect their jurisdictions. This Mutual Aid Agreement shall become effective upon the signature of the authorized representatives and shall remain in effect, unless otherwise terminated, through June 30, 2026. If the initiative continues operations beyond June 30, 2026, the agreement shall automatically continue on a month-to-month basis, not extending beyond September 30, 2026.

The funds allocated for reimbursement to the Ocoee Police Department total $12,500.00.

Issue:

Should the Honorable Mayor and City Commission approve the Mutual Aid Agreement with FDLE to combat fentanyl-related crimes within the City of Ocoee?

Recommendations:

Staff recommends that the Honorable Mayor and City Commission approve the Mutual Aid Agreement with FDLE to combat fentanyl-related crimes within the City of Ocoee.

Attachments:

1. S.A.F.E. Iniative Agreement

Financial Impacts:

The Ocoee Police Department will be reimbursed $12,500.00 for its participation in investigations involving fentanyl-related crimes.

Type of Item: Consent

FLORIDA DEPARTMENT OF LAW ENFORCEMENT
VOLUNTARY COOPERATION
MUTUAL AID AGREEMENT
STATE ASSISTANCE FOR FENTANYL ERADICATION (S.A.F.E.)
INITIATIVE

WHEREAS, the below subscribed law enforcement agencies, the Parties to this mutual aid agreement, have joined together to create the STATE ASSISTANCE FOR FENTANYL ERADICTION (S.A.F.E.) Mutual Aid group, hereinafter referred to as the S.A.F.E. INITIATIVE, intended to combat the fentanyl crisis by identifying fentanyl related crimes, to include: racketeering, drug law violations, and related criminal violations, and by dismantling organized criminal groups engaging and targeting major violators in such activity which may affect single or multiple jurisdictions;

WHEREAS, the undersigned agencies have the authority under Part 1, Chapter 23, Florida Statutes, "the Florida Mutual Aid Act," to enter into a voluntary cooperation agreement for cooperation and assistance of a routine law enforcement nature that crosses jurisdictional lines; and

WHEREAS, the undersigned agencies acknowledge that they can make more efficient use of their respective powers and resources and thereby provide a higher quality of law enforcement services to the public through the coordination of members of the undersigned agencies involved in the S.A.F.E. INITIATIVE;

NOW THEREFORE, the Parties agree to carry out their respective duties and responsibilities as outlined below, subject to controlling law, policies or procedures, and in consideration of the mutual interests and understandings herein expressed:

Intent Statement, S.A.F.E. INITIATIVE Goals, Nature of Law Enforcement Assistance and Voluntary Cooperation to be Rendered

It is the intention of the Florida Department of Law Enforcement (FDLE) to establish the S.A.F.E. INITIATIVE as a mechanism by which area law enforcement agencies can dedicate resources for the purpose of targeting the following criminal activity which must have a nexus to fentanyl, including but not limited to racketeering, drug law violations, related criminal violations, firearms violations, and dismantling organized criminal groups engaging in such activity in violation of Florida State Statutes that may affect single or multiple jurisdictions.

The principal purpose of the S.A.F.E. INITIATIVE shall be the successful arrest and prosecution of violators of the laws noted herein, and similar violations, with particular

emphasis placed on efforts designed to identify and dismantle organized criminal enterprises with a nexus to fentanyl.

The S.A.F.E. INITIATIVE efforts shall include, but are not limited to: undercover operations designed to detect illegal activity with a nexus to fentanyl, including but not limited to violations of Florida Statutes Chapters 782, 790, 893, and 895. The use of surveillance equipment and techniques; the arrest and prosecution of those involved in illegal activity; the seizure of contraband and weapons; the forfeiture of assets from those engaged in such illegal activity; and the referral of investigative leads and intelligence to such other federal, state, or local law enforcement authorities, as may be required and appropriate under the S.A.F.E. INITIATIVE.

While the seizure and civil forfeiture of assets is an effective tool in combating organized criminal activity, the seizure and forfeiture of assets shall not take priority over the primary function of the S.A.F.E. INITIATIVE, which shall be to enforce laws regulating violations of criminal law.

Nothing herein shall otherwise limit the ability of participating S.A.F.E. INITIATIVE members to provide, as provided by or allowed by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

The Parties to this Agreement are contributing personnel and resources in support of the S.A.F.E. INITIATIVE efforts, with the operations of the S.A.F.E. INITIATIVE being coordinated with the FDLE and other S.A.F.E. INITIATIVE members.

Procedure for Requesting Assistance

Law enforcement officers assigned to the S.A.F.E. INITIATIVE operations pursuant to this agreement shall be empowered to render enforcement assistance and take enforcement action in accordance with the law and the terms of this Agreement. Execution of this Agreement and continued participation by FDLE and one or more S.A.F.E. INITIATIVE member agencies shall constitute a general reciprocal, continuing request for and granting of assistance between the members which shall be considered authorized in accordance with the provisions of this Agreement. No additional or specific formal request for assistance is required.

Organization, Command and Supervisory Responsibility

Each participating agency shall contribute personnel and resources to the S.A.F.E. INITIATIVE in such numbers as are agreed to by the participating agency and FDLE. Participating agencies shall assign personnel to the S.A.F.E. INITIATIVE based upon

their investigative experience and the operations needs of the S.A.F.E. INITIATIVE. Final acceptance of personnel assigned to the S.A.F.E. INITIATIVE shall rest with FDLE.

The respective FDLE Regional Special Agents in Charge throughout the State of Florida, together with their chain of command, will review and approve S.A.F.E. INITIATIVE operations with input from the various Partner agencies to this MAA in whose jurisdictions potential cases arise.

When operating outside the jurisdiction of the participating investigative agency, the assigned managing FDLE supervisor (ASAC or designee) shall be responsible for the operational command and day-to-day administration of all S.A.F.E. INITIATIVE operations and personnel, and shall have the authority to make routine assignments and determine case priority, as needed. When engaged in S.A.F.E. INITIATIVE operations that have been approved by and involve FDLE, as contemplated by this MAA, unit members who do not otherwise have jurisdictional authority shall have full jurisdictional authority anywhere in the State of Florida, although principally focused within their "standard operational area" as set forth in Addendum A, with full power to enforce Florida laws and to avail themselves of the provisions of this Agreement.

S.A.F.E INITIATIVE members operating outside their agency's jurisdiction shall not enjoy extra-jurisdictional authority as law enforcement officers unless engaged in approved MAA activities as stated herein.

Pursuant to Section 23.127(1), Florida Statutes, the Party's S.A.F.E. INITIATIVE members participating in the MAA shall, when engaging in authorized mutual cooperation and assistance pursuant to this MAA, have the same powers, duties, rights, privileges and immunities as if the employees were performing duties inside the law enforcement jurisdictional area of their respective agencies.

Activities shall be considered authorized only when approved and directed as provided herein by an FDLE supervisor or command designee. If at any time an FDLE supervisor or command designee determines that assistance pursuant to this MAA should be terminated, it shall be promptly terminated in a manner assuring the safety of all involved law enforcement officers.

No S.A.F.E. INITIATIVE member shall engage in activities outside the jurisdictional territory of his or her agency, except as approved by the S.A.F.E. MAA coordinator

(assigned FDLE supervisor) or designee and any such activity must be documented as provided herein. The MAA coordinator or designee shall maintain activities logs that will demonstrate the involvement of specific employees or agents provided by the Parties to this MAA, including each operation's supervisor or designated leader. Specific authorization and approval from both FDLE and the respective agency Party supervisory personnel shall be obtained when unit members will be acting with FDLE outside of their "standard operational area" as set forth in Addendum A. FDLE shall be entitled to conduct audits and inspections of task force operations and records.

Whenever an operation occurs outside of a S.A.F.E. INITIATIVE team's "standard operational area" set forth in Addendum A, the Special Agent in Charge (SAC) for the FDLE office in the region affected shall be notified about the presence of the S.A.F.E. INITIAITIVE personnel in his region.

Nothing herein shall otherwise limit the jurisdiction and powers normally possessed by a S.A.F.E. INITIATIVE member of an agency Party.

During the absence of the managing FDLE supervisor, or as deemed necessary by the managing FDLE supervisor, any member assigned to the S.A.F.E. INITIATIVE may be designated as an interim team leader to manage operational S.A.F.E. INITIATIVE matters.

Activities shall be considered authorized only when approved and actually directed as provided herein by the assigned FDLE supervisor or designee. No extension of jurisdiction or authority is granted by this Agreement for law enforcement activities unless approved and supervised as provided herein and related to the S.A.F.E. INITIATIVE operations, or unless same have been encountered directly incident to an approved and supervised S.A.F.E. INITIATIVE operation.

If a conflict arises between an order or direction provided by the FDLE S.A.F.E. INITIATIVE supervisor and a member's employing agency's rules, standards, or policies, the conflict shall promptly be reported to the S.A.F.E. INITIATIVE supervisor and to the supervisor of that S.A.F.E. INITIATIVE member's agency chain of command. The FDLE S.A.F.E. INITIATIVE supervisor, in conjunction with the member's agency supervisor, shall attempt to resolve the conflict in a manner that will allow the operation to continue appropriately. At no time will a participating member be forced to violate his/her own agency's policies or rules in order to implement an S.A.F.E. INITIATIVE.

The Parties to this Agreement may, by a written memorandum of understanding or written attachments to this agreement, identify or further define particular guidelines, policies, or procedures to be utilized by members of the S.A.F.E. INITIATIVE when engaged in S.A.F.E. INITIATIVE operations. In the absence of a written memorandum of understanding or attachments, the policies and procedures to be utilized by S.A.F.E. INITIATIVE members shall be clearly identified by the assigned FDLE S.A.F.E. INITIATIVE supervisor. However, as stated above, no member will be expected or required to violate or otherwise fail to maintain the member's employing agency's standards of conduct, rules or policies.

Jurisdiction

For purposes of the Mutual Aid Agreement (MAA), "S.A.F.E. INITIATIVE unit members" as used herein shall mean the sworn members of the non-FDLE agency Parties to this agreement who are assigned to the S.A.F.E. Initiative in accordance with the MAA.

FDLE and each agency Party to this agreement have executed the signature page attached hereto as Addendum A, which includes specific information concerning the primary geographic scope of this MAA for regional areas of the State associated with FDLE Regional Operations Centers, and identification of the agency Party entering into this agreement, and other particular information all of which is incorporated herein as though fully set out in the text of the main agreement.

Nothing contained in this MAA is intended to prevent personnel from performing their normal duties as assigned by their respective agencies.

Powers, Privileges, Immunities, Costs, and Liability-Related Issues

Employees of the participating agencies, when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits but inside the State of Florida, under the terms of this Agreement, shall, pursuant to the provisions of section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

An agency that furnishes equipment pursuant to this Agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

Each member agency engaging in S.A.F.E. INITIATIVE operations pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Party's own employee while such employees are engaged in S.A.F.E. INITIATIVE activities or operations, and shall remain responsible for the compensation, retirement, workers compensation and other benefits accruing to the benefit of said participating employees, as further discussed below.

Each Party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, and resources in order to carry out the purposes of the S.A.F.E. INITIATIVE, and agrees to bear the cost of loss or damage to its equipment, vehicles, or property so provided. Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, or personnel expenses incurred by reason of death, injury, or incidents giving rise to liability.

Each Agency furnishing services pursuant to this Agreement shall compensate its employees during the time such services are rendered and shall defray the actual expenses of its employees while they are rendering such services, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such services. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death, and other benefits that apply to the activity of an employee of an Agency when performing the employee's duties within the territorial limits of the employee's Agency shall apply to the employee to the same degree, manner, and extent while such employee acts under this Agreement.

Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

Nothing in this Agreement is intended to or is to be construed as any transfer or contracting away of the powers or functions of one party hereto or the other.

Obligation to Coordinate with Prosecutor's Office

A key objective of the S.A.F.E. INITIATIVE is the protection of Florida's public safety and security, and the successful prosecution of criminal violators. Successful prosecution requires close coordination with prosecuting authorities, both in the state and federal

courts. Members of the S.A.F.E. INITIATIVE are obligated to coordinate their efforts in such a way as to support the efficient prosecution of cases, including, but not limited to, prompt responses to requests from prosecutors for information or assistance in handling S.A.F.E. INITIATIVE generated cases, and reasonable availability for pretrial conferences with prosecutors, discovery depositions, pretrial hearings and trials.

Civil or administrative actions derived from S.A.F.E. INITIATIVE operations are likewise to receive coordinated efforts from S.A.F.E. INITIATIVE members. The FDLE S.A.F.E. INITIATIVE supervisor shall monitor the efforts of S.A.F.E. INITIATIVE members in support of criminal prosecutions and civil actions. Such monitoring shall include regular contact with assigned prosecutors or attorneys pursuing actions on behalf of S.A.F.E. INITIATIVE to assure the expected level of support from S.A.F.E. INITIATIVE members is occurring. Failure by a member of the S.A.F.E. INITIATIVE to support such efforts on a routine and regular basis in the manner set forth herein shall constitute grounds for removal from the S.A.F.E. INITIATIVE.

Property Seizure and Forfeiture Considerations

No funds or other property seized during the S.A.F.E. INITIATIVE operations are to be utilized for any member agency prior to successful forfeiture or until the title or interest in the funds otherwise lawfully vests in one or more-member agencies. Forfeiture actions based upon seizures made by the S.A.F.E. INITIATIVE shall be based upon current statutory and case law. The Parties agree that the lead investigative agency, through its attorneys, will be primarily responsible under this Agreement for pursuing all S.A.F.E. INITIATIVE forfeiture actions on behalf of all of the Parties in state court, subject to its right to reimbursement of associated costs; however, this provision shall not preclude the use of other forfeiture attorneys or personnel as needed on particular matters. Distribution of the proceeds from successful forfeiture actions shall be equitable among the Parties to this Agreement and shall consider their relative roles in support of the efforts of S.A.F.E. INITIATIVE. It is agreed the Florida Department of Law Enforcement will be allocated a minimum of 25% of any seized asset forfeitures as a result of the S.A.F.E Initiative Investigation.

Any Party to this Agreement or any prosecutor handling the criminal prosecution of the S.A.F.E. INITIATIVE cases may request copies of forfeiture complaints and pleadings filed by reason of S.A.F.E. INITIATIVE seizures, and such copies shall promptly be provided to the requestor. If any legal dispute or concern as to the form or sufficiency of forfeiture actions or other action proposing to vest the interest of S.A.F.E. INITIATIVE member agencies in seized cash or property is raised by any of the Parties to this Agreement, an attempt to resolve the issue through informal discussion and contact shall

be made. In the event any Party to this Agreement believes that there is no legal sufficiency upon which to pursue the forfeiture of particular seized cash or property, and the concerns cannot be resolved, no forfeiture action on behalf of the S.A.F.E. INITIATIVE is to be filed. All options available to state and local law enforcement agencies with regard to unclaimed evidence or abandoned property, gifts and plea agreements, are available to the S.A.F.E. INITIATIVE, provided the property under consideration otherwise qualifies under law for such consideration. Forfeiture actions shall be further governed by the terms, conditions, and guidelines described in Section 932.704(11)(a), Florida Statutes.

Evidence and Records

The Parties agree that all the S.A.F.E. INITIATIVE reports and records shall be maintained and retained by FDLE, and shall be identified as the S.A.F.E. INITIATIVE reports, provided, however, that S.A.F.E. INITIATIVE members may retain copies of such reports and records for their respective purposes.

Evidence shall be seized in accordance with each S.A.F.E. INITIATIVE member's agency guidelines and all evidence seized in these operations shall be maintained by the participating local member's agency's in whose jurisdiction the evidence was initially seized absent special alternate arrangements. FDLE shall be entitled to conduct audits and inspections of the S.A.F.E. INITIATIVE operations and records including the seizure and handling of all evidence, property, or cash or any other aspect of Task Force operations. The Parties agree to cooperate in any such audit by allowing full access to documents, personnel and facilities necessary to perform the audit function.

Terms of Agreement

This MAA shall become effective upon signature of the authorized representative of the parties, and shall remain in effect unless otherwise terminated until June 30, 2026. Any party, upon thirty (30) days written notice, may terminate this MAA.

This MAA represents the entire agreement between the Parties. Any alteration or amendment of the provisions of this MAA shall only be valid upon being reduced to writing, duly signed by authorized personnel of each of the parties and attached to the original.

This Agreement shall remain in full force as to all participating agency Parties until or unless earlier canceled in writing by the Florida Department of Law Enforcement as to all or separate Parties, or as canceled in writing by an individual Party as provided herein.

However, if the S.A.F.E. INITIATIVE continues operations beyond June 30, 2026, the Agreement shall be automatically extended on a month-by-month basis, not to extend past September 30, 2026, until such time as each participating Party has ratified a revised or subsequent written Agreement. This Agreement supersedes any prior agreements amongst the participating Agency Parties regarding the facilitating and providing of technical assistance and equipment in criminal investigations in Florida.

This Agreement may be duplicated for dissemination to all Parties, and such duplicates shall be of the same force and effect as the original. Execution of this Agreement may be signified by properly signing a separate signature page, the original of which shall be returned to, and maintained by, the Office of the Office of the General Counsel (OGC), Florida Department of Law Enforcement. Under no circumstances may this agreement be renewed, amended, or extended except in writing. A copy of this agreement, with all signature pages, will be filed with the FDLE Mutual Aid Office pursuant to statute.

IN WITNESS WHEREOF, the Commissioner of FDLE has signed below and the authorized representative of the Agency Party has signed Addendum A (attached) on the date specified.

J. Mark Glass, Commissioner

Florida Department of Law Enforcement

07 JUL 2025
Date signed

Legal Review by JD (attorney initials)

ADDENDUM A

Agency Party's Acceptance of the S.A.F.E. INITIATIVE Voluntary Cooperation Mutual Aid Agreement

(Duration: Signature date to June 30, 2026)

Pursuant to F.S. 23.1225(3), this mutual aid agreement may be entered into by a chief executive officer of the agency that is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page and any further evidence of authorization you wish to remain on file at FDLE along with this signature page.

Team standard operational area:

- **Pensacola Regional Operations Center's** area of responsibility consists of the following counties: Escambia, Santa Rosa, Okaloosa, Walton, Holmes, Washington, Bay, Jackson, Calhoun and Gulf.
- **Tallahassee Regional Operations Center's** area of responsibility consists of the following counties: Liberty, Franklin, Wakulla, Gadsden, Leon, Jefferson, Taylor, Dixie, Lafayette, Suwanee, Columbia, Hamilton and Madison.
- **Jacksonville Regional Operations Center's** area of responsibility consists of the following counties: Nassau, Duval, Clay, St. Johns, Flagler, Putnam, Marion, Bradford, Union, Levy, Gilchrist, Alachua and Baker.
- **Orlando Regional Operations Center's** area of responsibility consists of the following counties: Volusia, Seminole, Brevard, Indian River, Martin, St. Lucie, Osceola, Orange and Lake.
- **Tampa Bay Regional Operations Center's** area of responsibility consists of the following counties: Citrus, Sumter, Polk, Hardee, Hillsborough, Pinellas, Pasco and Hernando.
- **Ft. Myers Regional Operations Center's** area of responsibility consists of the following counties: De Soto, Highlands, Okeechobee, Glades, Hendry, Collier, Lee, Charlotte, Sarasota and Manatee.
- **Miami Regional Operations Center's** area of responsibility consists of the following counties: Palm Beach, Broward, Dade and Monroe.

Agency Party's Acceptance of the S.A.F.E. INITIATIVE Voluntary Cooperation Mutual Aid Agreement

Agency Party:

DCOEE Police Department

Agency Name

Vincent L. Osburn, Sr		5-4-2026
Agency Head Name	*Agency Head Signature*	*Date Signed*

CITY OF OCOEE SIGNATURE PAGE

(FDLE Voluntary Cooperation Mutual Aid Agreement
S.A.F.E. Initiative)

CITY:

CITY OF OCOEE, FLORIDA

By:_____
Rusty Johnson, Mayor

ATTEST:

_____
Melanie Sibbitt, City Clerk

(SEAL)

APPROVED BY THE CITY OF OCOEE COMMISSION AT A MEETING HELD ON _____, 2026, UNDER AGENA ITEM NO. ____

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

FISHBACK DOMINICK

By: _____
Richard Geller, City Attorney

FUNDING REQUEST

FY24-25 STATE FINANCIAL ASSISTANCE FOR FENTANYL ERADICATION (S.A.F.E.) IN FLORIDA PROGRAM

PROJECT ACTIVITIES AND TIMELINE

Grant funds will be used to conduct investigations designed to combat illegal fentanyl activity as approved by the S.A.F.E. Executive Board. The Recipient will be responsible for the tasks and activities defined in the requested case, referenced below.

DESCRIPTION, CASE NAME, OR CASE #	FUNDING REQUEST AMOUNT	ANTICIPATED START DATE	ANTICIPATED COMPLETION DATE
Metropolitan Bureau of Investigation / Fentanyl Initiative Orange & Osceola Counties	$300,000	01/01/2026	12/31/2027

☒ Initial Request ☐ Supplemental Request*

*Include the supplemental request amount in "Funding Request Amount" above; Do not include any previous requests or awarded amounts. Complete the budget request below with details relating to this request, not previous funding.

BUDGET

Is this case being funded in part or whole by another agency, grant, or other funding source (HIDTA, etc.)?

☒ No

☐ Yes (please provide details below)

To support the activities defined in the referenced case, include budget details below.

Outside of investigative costs, priority will be given to send fiscally constrained counties to the appropriate drug investigation trainings.

CATEGORY	NOTE	DESCRIPTION	REQUESTED FUNDS	FDLE APPROVED FUNDS FOR FDLE USE ONLY
Overtime for Personnel	Fringe benefits are not allowable costs with this round of funding.	"See Addendum"	$225,000	$ 225,000.00
Training	Pre-approval for trainings is required. Please include as much information as possible in the description.		$	$
Travel Costs			$	$
Supplies			$	$
Equipment	Pre-approval for equipment is required. Please include as much information as possible in the description.		$25,000	$ 25,000.00
Contractual Services	Transcription services, etc.		$	$
Other Costs	Title III Cost Details, Undercover Payments, etc. Please provide details.	"See Addendum"	$50,000	$ 50,000.00
Total			**$300,000**	$ 300,000.00

RECIPIENT CONTACT INFORMATION

RECIPIENT GRANT MANAGER	
Name:	Tammy Miller
Title:	Grants Manager
Address:	2500 W. Colonial Drive Orlando, Florida 32804
Phone:	407-254-7269
Email:	Tammy.miller@ocsofl.com

RECIPIENT CHIEF OFFICIAL	
Name:	John Mina
Title:	Sheriff
Address:	2500 W. Colonial Drive Orlando, Florida 32804
Phone:	407-254-7000
Email:	John.Mina@ocsofl.com

RECIPIENT CHIEF FINANCIAL OFFICER	
Name:	Shawna Wells
Title:	Comptroller
Address:	2500 W. Colonial Drive Orlando, Florida 32804
Phone:	407-254-7150
Email:	Shawna.wells@ocsofl.com

AGENCY INFORMATION	
Agency Name:	Orange County Sheriff's Office / Metropolitan Bureau of Investigation
FEID/FEIN:	59-6000776
Remittance Address:	Post Office Box 1440, Orlando, FL 32802

I hereby certify that I have reviewed the request above and find them necessary for program activities. I am the signing authority or have been delegated as such by the appropriate official. Information regarding the signing authority is available for review if needed.

Recipient Chief Official or Designee Signature | Date | Recipient Chief Official or Designee Printed Title and Name

FOR FDLE USE

FDLE Case #:	
Comments:	

By signing below, this request is authorized by the FDLE S.A.F.E. Executive Board for the amounts listed in the FDLE Approved Cost column of the budget table above, and comments listed in this section.

FDLE Chief of Planning and Budgeting Signature | 2/2/26 Date | Rebecca Gardner FDLE Chief of Planning and Budgeting Printed Name

Project Title

Targeted Fentanyl Trafficking Enforcement in Orange and Osceola Counties

Problem Statement

Fentanyl remains the **leading cause of drug-related mortality in Florida**, and Orange and Osceola Counties experience a **disproportionate share of this harm**. According to the **2024 Florida Medical Examiners Commission (MEC) Annual Drug Report**, fentanyl was involved in **3,667 deaths statewide**, with **3,224 deaths directly attributed to fentanyl toxicity**.

Within this context, Orange and Osceola Counties recorded a combined **351 fentanyl-involved deaths**, representing **approximately 9.6% of all fentanyl-involved deaths in Florida**, despite comprising a substantially smaller proportion of the state's population. Most of these cases were determined to be **fentanyl-caused deaths**, underscoring the lethality of fentanyl trafficking within the project area.

The Metropolitan Bureau of Investigation, a multi-agency task force, is empowered to conduct narcotics, vice, and organized crime investigations across jurisdictional boundaries throughout the Ninth Judicial Circuit Orange and Osceola Counties. The MBI was created to fill the need for a cooperative effort to combat criminal activities which were organized, well-financed, and operated freely across jurisdictional lines of the existing law enforcement agencies.

The MBI was created in December of 1978 as a specialized group of investigators assigned to concentrate on mid-level narcotics trafficking, organized crime, racketeering, and vice-related offenses such as prostitution, gambling, and illegal adult entertainment activity.

The MBI is governed by a thirteen-member **Governing Board** consisting of the chiefs of police of the Winter Park, Kissimmee, Apopka, Ocoee, Orlando, Winter Garden, Maitland, and the University of Central Florida Police Departments, the Osceola and Orange County Sheriffs, Troop E Florida Highway Patrol Major, Florida Department of Law Enforcement SAC, and the State Attorney of the 9th Judicial Circuit.

Table 1: Fentanyl-Involved and Fentanyl-Caused Deaths (2024)

Jurisdiction	Fentanyl-Involved Deaths	Fentanyl-Caused Deaths
Orange County	272	208
Osceola County	79	68
Orange + Osceola (Combined)	**351**	**276**
Florida (Statewide Total)	3,667	3,224

Interpretation:

Over **78% of fentanyl-involved deaths in the project area were fentanyl-caused**, demonstrating that fentanyl is not merely present in toxicology findings but is the **primary driver of mortality**.

Table 2: Proportion of Statewide Fentanyl Deaths

Area	Share of Florida Fentanyl-Involved Deaths
Orange County	7.4%
Osceola County	2.2%
Combined Project Area	**9.6%**

Grant-relevant framing:

Nearly **1 in every 10 fentanyl-involved deaths in Florida** occurred within the proposed project area.

Emerging Threat: Fentanyl Analogs

Fentanyl analogs represent a smaller but **high-lethality subset** of opioid deaths. When detected in Orange and Osceola Counties, fentanyl analogs were **overwhelmingly determined to be the cause of death**, highlighting the need for **early enforcement intervention**.

Table 3: Fentanyl Analog Deaths (2024)

Jurisdiction	Analog-Involved Deaths	Analog-Caused Deaths
Orange County	8	7
Osceola County	2	2
Florida Total	696	603

Interpretation:

While numerically smaller, fentanyl analog deaths exhibit an **extremely high fatality ratio**, indicating that even limited analog penetration poses a severe public-safety risk.

Table 4: Statewide Rankins

Rank	District	Area	Fentanyl Total
1	6	St. Petersburg	402
2	**9+25**	**Orlando + Kissimmee (Orange & Osceola)**	**351**
3	4	Jacksonville	304
4	17	Ft. Lauderdale	300
5	11	Miami	266
6	15	West Palm Beach	264
7	13	Tampa	254
8	5	Leesburg	249
9	18	Melbourne	199
10	21	Ft. Myers	173

Need for MBI Intervention

Fentanyl trafficking investigations require **resource-intensive, proactive enforcement**, including:

- Undercover controlled purchases
- Surveillance and intelligence-driven targeting
- Overdose-response follow-ups tied to distribution networks
- Search-warrant development and execution
- Digital evidence exploitation (phones, messaging platforms)

Absent dedicated funding, agencies are forced into a **reactive posture**, addressing overdoses after fatalities occur rather than identifying and disrupting trafficking organizations upstream.

Budget Justification Summary

Table 5: Requested Funding and Operational Impact

Category	Amount Requested	Justification
Overtime (OT)	$225,000	Supports after-hours surveillance, undercover operations, overdose-driven investigations, and warrant execution among participating agencies for 5-agents/detectives and 1-supervisor ($12,500 ea.)
Buy Money	$50,000	Enables controlled purchases, and confidential sources payments essential for identifying suppliers and establishing probable cause and additional SAFE related case development
Equipment	$25,000	Supports officer safety, evidence handling, digital investigations, and surveillance
Total Request	**$300,000**	Directly aligned with fentanyl-related mortality in the project area

Table 6: Fentanyl Related Seizures (2025)

Seizures	Amount
Powder Fentanyl (G)	1,054.42 g
Fentanyl Pills (DU)	24,420 du

Events	Amount
Fentanyl Buy Walks	40
Fentanyl Search Warrants	5
Fentanyl Arrest	10

From January 1, 2024, to December 31, 2024, MBI preformed 40 buy walks and 5 search warrants that resulted in 1,054.42 grams and 24,420 pills of fentanyl being seized. From these events 10 subjects were arrested for trafficking in fentanyl.

For reference MBI conducted 121 buy walks during 2024, meaning fentanyl related buy walks accounted for 33% of all MBI buy walks. MBI arrest 25 individuals on trafficking charges, 10 of those were for fentanyl trafficking, meaning 40% of all MBI trafficking arrest were for fentanyl in 2024.

Anticipated Outcomes

Grant funding will enable the Metropolitan Bureau of Investigation to:

- Increase the number of fentanyl trafficking investigations and interdictions initiated
- Identify mid to upper-level distribution networks
- Reduce fentanyl availability in Orange and Osceola Counties
- Contribute to measurable reductions in overdose fatalities

Addendum to Metropolitan Bureau of Investigation SAFE Funding Request: **Per Agent** **$12,500**

Distribution of Funds to member agencies:	**Agents**	**Amount**
Winter Park Police Department	1	$12,500
Kissimmee Police Department	1	$12,500
Apopka Police Department	1	$12,500
Ocoee Police Department	1	$12,500
Osceola County Sheriff Office	1	$12,500
Winter Garden Police Department	1	$12,500
Maitland Police Department	1	$12,500
University of Central Florida Police Department	1	$12,500
Orange County Sheriff's Office	5	$62,500
Orlando Police Department	5	$62,500
Sub-Total	18	**$225,000**
Orange County Sheriff's Office Investigative Funds		$50,000
Orange County Sheriff's Office Equipment & Training		$25,000
Sub-Total		$75,000
Total		**$300,000**

Notes:

Each agency will submit the OT forms to the MBI for overtime reconciliation and approval

Each agency will ensure amount assigned is not comingled with HIDTA funds

Funds from MBI SAFE will cease if a new SAFE funded event is developed

Vehicle rentals are NOT approved to be paid from this or any other SAFE grant funding

OCSO will be the feduciary for all investigative funds, equipment, and training

FDLE will reimburse each agency directly for OT expenses

MBI director is the only person authorize to reallocate funds among participating agencies

RECIPIENT CONTACT INFORMATION

RECIPIENT GRANT MANAGER	
Name:	Vincent L. Ogburn, Sr.
Title:	Chief of Police
Address:	646 Ocoee Commerce Parkway Ocoee, Fl 34761
Phone:	407-905-3160
Email:	vogburn@ocoee.org

RECIPIENT CHIEF OFFICIAL	
Name:	Cragi Shadrix
Title:	City Manager
Address:	1 N. Bluford Avenue Ocoee, FL 34761
Phone:	407-554-3100
Email:	Craig.shadrix@ocoee.org

RECIPIENT CHIEF FINANCIAL OFFICER	
Name:	Steven Weber
Title:	Finance Director
Address:	1 N. Bluford Avenue Ocoee, FL 34761
Phone:	407-554-7097
Email:	Sweveer@ocoee.org

AGENCY INFORMATION

Agency Name:	Ocoee Police Department
FEID/FEIN:	59-6019764
Remittance Address:	646 Ocoee Commerce Parkway Ocoee, FL 34761

I hereby certify that I have reviewed the request above and find them necessary for program activities. I am the signing authority or have been delegated as such by the appropriate official. Information regarding the signing authority is available for review if needed.

Recipient Chief Official or Designee Signature

4/7/2026
Date

Craig Shadrix
Recipient Chief Official or Designee Printed Title and Name

FOR FDLE USE

FDLE Case #:	
Comments:	

By signing below, this request is authorized by the FDLE S.A.F.E. Executive Board for the amounts listed in the FDLE Approved Cost column of the budget table above, and comments listed in this section.

FDLE Chief of Planning and Budgeting Signature

4/29/26
Date

Rebecca Gardner
FDLE Chief of Planning and Budgeting Printed Name

STAFF REPORT

Meeting Date: May 19, 2026
Item #: 11

Contact Name: Joyce Tolbert
Contact Number: Ext. 1516

Department Director: Steven Weber
City Manager: Craig Shadrix

Subject: Approval of Declaration of Additional City Surplus Property. (Procurement Manager Tolbert)

Background Summary:

Please find attached a departmental listing of additional items requested to be declared as surplus property. These items were not included on the original surplus list approved by the City Commission on April 7, 2026; however, they were transported to Gideon Auctioneers along with the previously approved equipment.

The City is currently under contract with George Gideon Auctioneers, Inc. for the public sale of the City's surplus property. Upon approval, these additional items will be incorporated into the current surplus inventory and posted to Gideon's auction platform.

Issue:

Should the Honorable Mayor and City Commission declare the attached additional items as surplus property and approve the disposition thereof?

Recommendations:

Staff recommends the Honorable Mayor & City Commission:
1. Declare the additional items listed as surplus property; and
2. Approve George Gideon Auctioneers, Inc. for the public online sale of the additional surplus property.

Attachments:

1. Additional Surplus Items

Financial Impacts:

The auction proceeds received for all items sold will offset any administrative expenses incurred by the city. Auction proceeds will be deposited back into the respective funds, and the City Commission will be notified of the final auction proceeds.

Type of Item: Consent

City of Ocoee FY 25/26 Surplus List

NO.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
319	G	PW-Facilities	RYOBI	R16OU	SERIAL # 853366 9545	R16OU FIXED BASE ROUTER	unknown	past useful life
320	G	PW-Facilities	PORTER CABLE	347	279775A8901	7 1/4" HEAVY DUTYCIRCULAR SAW	unknown	past useful life
321	G	PW-Facilities	NUSOURCE	14102		FLOOR SCRUBBER	unknown	past useful life
322	G	PW-Facilities	NUSOURCE	14367		FLOOR SCRUBBER	unknown	past useful life
323	G	PW-Facilities	ALTO			FLOOR SCRUBBER	unknown	past useful life
324	G	PW-Facilities	CONMOC	SIMPLA 50 BT	6001593	FLOOR SCRUBBER	unknown	past useful life
325	G	PW-Facilities	KENT	SELECTRAC 17	1733286	FLOOR SCRUBBER	unknown	past useful life
326	G	PW-Facilities	SMART CONTRTOL		G002-78179078	PAINT SPRAYER - GAS	unknown	past useful life
327	G	PW-Facilities	CAMPBELL HAUSFIELD			PAINT SPRAYER - ELECTRIC	unknown	past useful life
	G= Gideon Auctioneers							

STAFF REPORT

Meeting Date: May 19, 2026
Item #: 12

Contact Name: Alexis Chentouf, Joyce Tolbert
Contact Number: Ext. 3111, Ext. 1516

Department Director: Steven Weber
City Manager: Craig Shadrix

Subject: Approval of the One (1) Year Optional Renewal of the existing Continuing Contracts for RFQ #21-004 Continuing Contracts for Utilities Engineering Services. (Procurement Manager Tolbert)

Background Summary:

The City of Ocoee (the City) entered into continuing contracts on June 1, 2021, with CPH Consulting, LLC, Hazen and Sawyer., and Wright-Pierce, Inc. for RFQ #21-004 Continuing Contracts for Utilities Engineering Services. These contracts provide professional engineering services on a continuing, as-needed basis to support the Utilities Department.

The current contracts are set to expire on May 31, 2026. In accordance with the contract terms, the City has the option to extend the contracts for one (1) additional year. The City intends to advertise a new solicitation for these services in the coming year; any new contracts awarded under that solicitation will supersede and may result in the early termination of the current agreements.

Issue:

Should the Honorable Mayor and City Commission extend the term of RFQ #21-004 Continuing Contracts for Utilities Engineering Services contracts for an additional one (1) year optional renewal until May 30, 2027?

Recommendations:

Staff recommends the Honorable Mayor and City Commission:
1. Approve the one (1) year optional renewal for RFQ #21-004 Continuing Contracts for Utilities Engineering Services for the existing term contracts with CPH Consulting, LLC, Hazen and Sawyer, and Wright-Pierce, Inc. with a new contract expiration date of May 31, 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. CPH Signature Page
2. CPH Contract
3. Hazen and Sawyer Signature Page
4. Hazen and Sawyer Contract
5. Wright-Pierce Signature Page

6. Wright-Pierce Contract

Financial Impacts:
Services will be utilized on an as-needed basis and funded through the Utilities Department's approved operating and capital budgets. Expenditures will be authorized through individual task orders and subject to available funding. There is no immediate financial impact associated with this renewal.

Type of Item: Consent

CITY OF OCOEE SIGNATURE PAGE FOR
CONTRACT RENEWAL FOR RFQ #21-004 CONTINUING CONTRACTS
FOR UTILITIES ENGINEERING 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 May 31, 2027. All other terms and conditions of the Contract shall continue in full force and effect.)

CONSULTANT: CPH CONSULTING, LLC

BY (sign): _____

PRINT NAME: David E. Mahler, P.E., Sr.

TITLE: V.P. Central Florida Infrastructure

DATE: May 8, 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 PROFESSIONAL UTILITIES ENGINEERING SERVICES

THIS AGREEMENT made and entered into this 18th day of May, 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 engineering services to be performed on a continuing and periodic basis as the need for such services may arise, per the CITY's RFQ #21004 Continuing Contracts for Utilities Engineering Services, attached as Exhibit A; and

WHEREAS, the CITY desires to employ the CONSULTANT in connection with the professional engineering 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 CONSULTANTS qualification package attached as Exhibit B; and

WHEREAS, the CITY shall have the option to use the CONSULTANT's professional engineering 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

CONSULTANT hereby agrees to perform for CITY engineering services which may include services in all phases of a Project. These Services may include, but are not limited to, serving as the CITY's professional utilities engineering services for utilities projects including but not limited to studies, design, construction plans and bid documents, construction management, development plan review, and other miscellaneous utility engineering projects. The projects will involve potable water and wastewater plants and distribution and collection systems. Hydraulic modeling services are provided by another firm.

The scope of work to be performed under task orders issued under the continuing contracts may consist of, but will not necessarily be limited to providing engineering design services, engineering studies and services other than design and non-engineering services as identified in Exhibit A.

1. 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.

2. 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 a period of five (5) separate terms, each of one (1) year duration, beginning on **June 1, 2021**, with four (4) 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 engineering 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) Deductible Clause: The payment of such deductible, if any, shall be the sole responsibility of the CONSULTANT and/or sub-consultant 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 as required by law 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 sub-consultant 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 sub-consultant to provide adequate insurance, satisfactory to the City, for the protection of the CONSULTANT's employees not otherwise protected. The policy shall include an appropriate waiver of subrogation provision in favor of the CITY.

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

d) Automobile Bodily Injury Liability & Property Damage Liability
The policy and coverages shall include:

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

e) Comprehensive General Liability (Occurrence Form) - This policy should name the City of Ocoee as an additional insured and should indicate that the insurance of the CONSULTANT is primary and not contributory over the insurance of the City of Ocoee. The policy and coverage shall include:

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

f) Subconsultant's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The CONSULTANT shall require each subconsultant to procure and

maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subconsultants in the CONSULTANT's policy, as specified above.

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

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

h) Professional Liability Insurance: $1,000,000.00 (Design Errors and Omission)

i) Certificates of Insurance: The CONSULTANT shall provide a Certificate of Insurance Form, naming the City of Ocoee as an additional insured upon being issued any Services Authorization under this Agreement. This certificate shall be dated and show: (1) the name of the Insured CONSULTANT, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, its termination date; and (2) a statement that the Insurer shall mail notice to the Owner prior to any material changes in provisions or cancellation of the policy.

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.

500 West Fulton Street

Sanford, FL 32771

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

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.

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

ATTEST:

Name: Patricia Hunt

ACCEPTED:
CPH, INC.

By: _____
Name: David A. Gierach
Title: President

(SEAL)

[City of Ocoee Signature Page Follows.]

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 18th day of May, 2021

SHUFFIELD, LOWMAN & WILSON, P.A.

BY: _____
Scott A. Cookson, City Attorney

APPROVED BY THE OCOEE CITY COMMISSION AT A MEETING HELD ON May 4, 2021
UNDER AGENDA ITEM NO. F.2.

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

BY: _____
Print Name: David A. Gierach
Title: President

STATE OF FLORIDA }

COUNTY OF Seminole }

PERSONALLY APPEARED before me by means of physical presence, 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 13th day of May, 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 #21004 CONTINUING CONTRACTS FOR UTILITIES ENGINEERING SERVICES

EXHIBIT B

CONSULTANT'S QUALIFICATION PACKAGE RESPONSE TO RFQ #21004

Rates & Reimbursables

CPH STANDARD RATES	
Category	Rate
Principal	$190
Senior Project Manager	$180
Project Manager	$160
Senior Project Engineer	$140
Project Engineer	$120
Principal Traffic Engineer	$180
Senior Traffic Engineer	$135
Traffic Engineer	$120
Traffic Analyst	$115
Principal Environmental Scientist	$175
Senior Environmental Scientist	$135
Lead Environmental Scientist	$105
Environmental Scientist	$95
GIS Analyst	$105
Arborist	$125
Principal Planner	$170
Senior Planner	$140
Planner	$100
Principal Architect	$180
Senior Architect	$160
Architect	$140
Senior Architectural Manager	$130
Architectural Manager	$125
Senior Architectural Designer	$120
Architectural Designer	$105
Interior Designer	$115
Architectural CADD Technician	$85
Principal Structural Engineer	$180
Senior Structural Engineer	$150
Structural Engineer	$120
Principal MEP Engineer	$180
Senior MEP Project Engineer	$155
MEP Project Engineer	$125
Senior Graphic Designer	$140
Graphic Designer	$80

CPH STANDARD RATES	
Category	Rate
Principal Landscape Architect	$170
Senior Landscape Architect	$140
Landscape Architect	$105
Senior Landscape Designer	$100
Landscape Designer	$85
Project Coordinator	$90
Senior Project Designer	$135
Project Designer	$115
Senior Design Technician	$105
Design Technician	$95
CADD Technician	$75
Administrative	$75
Clerical	$60
Network Admin. (I)	$80
Senior Construction Manager	$120
Construction Manager	$105
Construction Field Representative II	$110
Construction Field Representative I	$80
Principal Surveyor	$170
Senior Professional Surveyor	$130
Professional Surveyor and Mapper	$125
Field Technician/Designer	$105
Surveyor in Training	$100
Survey Project Manager/CADD	$120
Field Crew Coordinator	$110
Survey Party Chief	$85
Survey Instrument Man	$70
Senior Survey CADD Technician	$110
Survey CADD Technician	$75
Survey Crew (2 Man)	$155
Survey Crew (Construction Staking - 2 Man)	$180
Survey Crew (3 Man)	$225
GPS (1 Man) / Robotics	$145
GPS (2 Man)	$180
1 Man Scanner/Laser Survey Crew	$265
2 Man Scanner/Laser Survey Crew	$290

Schedule of Reimbursable Charges

USB/Thumb Drive	**$15.00 Each**
Copies (B&W)	
8.5 x 11	$0.05 Each
8.5 x 14	$0.10 Each
11 x 17	$0.20 Each
Copies (Color)	
8.5 x 11	$0.25 Each
8.5 x 14	$0.30 Each
11 x 17	$0.35 Each
Mylars	
24 x 36	$9.00 Each
32 x 42	$13.00 Each

Plots (B&W)	
11 X 17	$ 0.21 Each
12 X 18	$ 0.24 Each
15 X 21	$ 0.35 Each
34 X 22	$ 0.83 Each
24 X 36	$ 0.96 Each
30 X 42	$ 1.42 Each
36 X 48	$ 1.92 Each
Plots (Color/Bond)	
24 x 36	$24.00 Each
30 x 42	$35.00 Each
36 x 48	$48.00 Each

Mileage	**At Current IRS Rates**
Phone	**At Cost**
Postage	**At Cost**
Outside Reimbursables	**At Cost**

Billing and Reimbursable Rates Are Subject To Periodic Review and Adjustment. Updated: October 9, 2019

cph

CPHINC0-01 LHAMPTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/13/2021

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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	CKB0200150	4/1/2021	4/1/2022	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
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	PSA0003057	4/1/2021	4/1/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE	X	X	CKB0200150	4/1/2021	4/1/2022	AGGREGATE	$
	DED RETENTION $						Aggregate	$ 5,000,000
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	X	PSW0002907	1/1/2021	1/1/2022	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
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

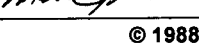
CERTIFICATE HOLDER

City of Ocoee
Finance/Purchasing Dept.
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



ACORD 25 (2016/03)

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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

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ocoee
florida

Mayor
Rusty Johnson

Commissioners
Larry Brinson, Sr
District 1

Rosemary Wilsen
District 2

Richard Firstner
District 3

George Oliver III
District 4

City Manager
Robert D. Frank

May 12, 2021

David A Gierach, P.E., CGC/President
CPH, Inc.
1117 E. Robinson Street
Orlando, FL 32801

Re: RFQ #21004 Continuing Contracts for Utilities Engineering Services

NOTICE OF AWARD

Please be advised that the City Commission awarded RFQ #21004 Continuing Contracts for Utilities Engineering Services to Wright-Pierce, Inc., CPH, Inc., and Hazen and Sawyer at the May 4, 2021 City Commission Meeting.

Please execute and return the attached two (2) original contract documents within ten (10) business days along with the required certificate of insurance, naming the City as an additional insured. **An Officer of the company must sign the contract**; or provide a letter signed by an Officer of the company authorizing a certain employee of the company to sign the contract. You will receive an original contract document once approved by the City. Services shall begin pursuant to the effective date established by the contract.

The City looks forward to working with your company to provide these services, and should there be any questions regarding the above, please feel free to contact me at extension 1513.

Sincerely,

Vanessa Anthony
Purchasing Technician

attachment: contract (2 originals)

cc: Jamie Croteau, Utilities Director

CITY OF OCOEE

REQUEST FOR QUALIFICATIONS
(RFQ) #21-004

CONTINUING CONTRACTS FOR UTILITIES ENGINEERING SERVICES

TABLE OF CONTENTS
FOR
RFQ #21-004
CONTINUING CONTRACTS FOR UTILITIES ENGINEERING SERVICES

RFQ DOCUMENTS

Section	Page
Legal Advertisement	3
RFQ Instructions & General Terms & Conditions	4 - 17
Conflict of Interest Disclosure Form	18
Summary of Litigation	19
Receipt of any addenda issued	19
Company Information and Signature Sheet	20

End Table of Contents

Request for Qualifications, Legal Advertisement

The City of Ocoee, Florida, (the "City") is soliciting sealed statements of qualifications for **RFQ #21-004 CONTINUING CONTRACTS FOR UTILTIES ENGINEERING SERVICES.** Qualification packages will only be accepted electronically through Negometrix4, a free e-Procurement platform, **until 2:00 pm, local time, on February 17, 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 Vanessa Anthony, Purchasing Technician, Finance Department/Purchasing vanthony@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 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 Negometrix platform. Melanie Sibbitt, City Clerk, Orlando Sentinel January 24, 2021.

CITY OF OCOEE
REQUEST FOR QUALIFICATIONS "RFQ" #21-004
CONTINUING CONTRACTS FOR UTILTIES ENGINEERING SERVICES

A. INTRODUCTION AND GENERAL INSTRUCTIONS

1. The City of Ocoee, Florida, in conformance with the Consultants' Competitive Negotiations Act (CCNA), Florida Statutes Section 287.055, et seq., and the policies and procedures of the City of Ocoee (City), is soliciting statements of qualifications from qualified professional engineering firms or individuals, Respondent firm, Bidder, Proposer that are interested in providing engineering services for **utilities projects including but not limited to** studies, design, construction plans and bid documents, , construction management, development plan review, and other miscellaneous utility engineering projects. The projects will involve potable water and wastewater plants and distribution and collection systems. Hydraulic modeling services are provided by another firm. . PLEASE NOTE THIS CONTRACT IS FOR UTILITY PROJECTS AND SERVICES ONLY

   Respondents must be experienced in providing utilities engineering services for projects of a scope and nature comparable to those described under Section C. Use of qualified sub-consultants for specialty work is acceptable. To be considered, the firm or individual shall be a licensed professional in accordance with Florida State law and be familiar with all applicable State of Florida, St. Johns River Water Management District, Orange County and City of Ocoee codes, regulations and laws. Please include a copy of all applicable licenses held by firms or subconsultants proposed to perform work

   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. Engineering services related to any project that does not fall within these categories will be separately solicited in conformance with the CCNA.

2. The City intends to award continuing contracts up to (3) firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the City shall consider the Evaluation Criteria set forth in this RFQ. In addition to identifying the best firms for the work, the City desires to create an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selecting the most highly qualified firm for a given task. Firms selected by the City will provide utilities engineering services to the City on an as-needed basis, which will be assigned using task orders issued by the City under the continuing contracts. The contracts shall automatically be renewed annually, unless terminated by the City in writing, for five (5) years from the date of execution, and one (1) optional two-year renewal, unless otherwise terminated by either party, in writing, given 30 days' notice.
3. Prospective respondents may secure a free copy of the documents required for submitting a 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 **fifty (50) 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, anytime 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 February 17, 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 Vanessa Anthony, Purchasing Technician vanthony@ocoee.org. Deadline for receipt of written inquiries will be **February 9, 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 (Section 287.055, Florida State Statutes) shall apply, where applicable.

    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.

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 section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See Florida State Statute 287.133 (2) (a).

13. FLORIDA PUBLIC RECORDS LAW: In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all 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.**

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 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
   - $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

(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	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		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

9. Certificates of Insurance: Certificate of Insurance Form (see sample, above), naming the City of Ocoee as an additional insured will be furnished by the Consultant upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing 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.

C. SCOPE OF SERVICES

The scope of work to be performed under task orders issued under the continuing contracts may consist of, but will not necessarily be limited to: providing engineering services for utilities projects including studies, design, plans production, construction management, development plan review, and other miscellaneous engineering projects. Typical assignments would include, but would not be limited to the following:

Engineering Design Services

Tasks for services under this topic may include but are not limited to:

- Preliminary analysis & conceptual design of minor utilities engineering projects
- Plan production services in the latest available version of AutoCAD
- Design, replacement and/or upgrade of sanitary sewer lift stations, gravity sewer and associated force mains
- Extension of sanitary sewer service to existing areas on septic tanks or developing areas
- Extension of reclaim water mains for new development and/or retrofit existing developments
- Design new watermains and/or replacement of undersized or nonconforming material water mains
- Water and wastewater plant upgrades
- Post-design services
- Preparation of as-built drawings and other surveying tasks
- Miscellaneous utility engineering design services

Engineering Studies and Services Other than Design

Tasks for services under this topic may include but are not limited to:

- Utility service studies and planning
- Capital improvements and infrastructure rehabilitation
- Water and wastewater treatment processes
- Miscellaneous utility engineering planning services

Non-engineering Technical Services

Tasks for services under this topic may include but are not limited to:

- On-site inspection of construction work by engineering technician
- Printing and copying of design documents
- Field compilation of data for inventory mapping and facility management, and/or the transformation of such data to a form suitable for use in ArcGIS or AutoCAD.
- Creation of 3D illustrations and other graphics for public involvement activities
- Other related services as may be assigned from time to time

Respondents must be experienced in providing utilities engineering services for projects of a scope and nature comparable to those described above. Use of qualified sub-consultants for specialty work is acceptable. To be considered, the firm or individual shall be a licensed professional in accordance with Florida State law and be familiar with all applicable State of Florida, St. Johns River Water Management District, FDEP, Orange County and City of Ocoee codes, regulations and laws. Please include a copy of all applicable licenses held by firms or subconsultants proposed to perform work.

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

- Cover Letter
- List of firm's current or recently completed similar projects within the past five (5) years with other public utilities. Include original contract price, final cost, and reason for overages if applicable
- Demonstration of ability to deliver project on time and within budget
- List of all firm's key employees, their qualifications, and their role in providing the desired City services and each employees years of total related experience and years with your firm.
- Firm's and employee's certifications and registration with regulatory agencies, professional organizations, etc.
- List firm's sub-consultants, their qualifications, and their role in this project.
- List of at least three (3) client references to include organization name, contact person, telephone number (s), and e-mail address.
- Explanation of how you approach a new project or task and how and when you communicate with your client. Also, detail any cost containment approaches you employ and identify projects you designed that you consider successful for staying on time and meeting budget.
- Current and projected workload of the firm.

II. Firm's Office Location & Other Forms (not included in page limit)

- List the location of all offices (firm and subconsultants) 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
23 days later	Last day for questions
30 days later	Statements of qualification are due
35 days later	Qualification statements distributed to evaluation committee
50 days later	Evaluation committee meeting held
Next meeting	Short-list of ranked firms recommended to City Commission

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

F. SELECTION PROCESS

1. The criteria for selection shall be based on the criteria listed in the RFQ. The City reserves the right, before awarding the contract, to require a Respondent to submit additional evidence of its qualifications, as the City may deem necessary, and shall conduct discussions with, and may require 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 Section 287.0055, Fla. Stat., (a.k.a., CCNA). The City will attempt to negotiate an agreement with the top-ranked Respondent. If no agreement is reached with the top-ranked Respondent, negotiations will be terminated and initiated with the second-ranked Respondent, and so on, until an agreement is reached.

4. The successful Respondent shall be required to execute an agreement which provides, among other things, that all plans, drawings, reports, and specifications that result from Respondent's services shall become the property of the City. Upon the successful

negotiation of an agreement, a formal contract will be prepared and subsequent executed by both parties.

Evaluation Criteria	Maximum Points
1. Past Performance & Experience of the Firm and Project Team • Past Performance and Experience of the Firm with similar projects • Overall Experience • References	**60**
2. Project Approach and Understanding of the project • Briefly describe your Firm's understanding of the services requested and how the Firm would accomplish the work.	**15**
3. Ability to Meet Time and Budget Requirements • Current & Projected Workload of the Firm • Past ability to deliver a project on budget & time	**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 utility engineering 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 engineering 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 engineering 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 Act Section 287.055 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 engineering services are provided under this solicitation involve federal funds, this entire solicitation is governed by the requirements of the specific federal grant and/or 2CFR200. In order to avoid any issue regarding the possibility of a non-competitive award being made to a firm that provides services through a continuing contract, all solicitations for design and/or fee proposals for services under this solicitation that involve federal funds shall be issued to all firms providing continuing engineering services. 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 Technician 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 Technician, 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 #21-004

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

_____
COMPANY NAME

_____
TELEPHONE (INCLUDE AREA CODE)

_____
FAX (INCLUDE AREA CODE)

_____
E-MAIL ADDRESS

_____
AUTHORIZED SIGNATURE (manual)

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

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 11, 2021

ADDENDUM NO. ONE (1)
CITY OF OCOEE
RFQ #21-004
CONTINUING CONTRACTS FOR UTILITIES ENGINEERING SERVICES

This addendum shall modify and become a part of the original RFQ documents for Continuing Contracts for Utilities Engineering Services. This addendum consists of two (2) pages. Respondents shall acknowledge receipt of this addendum in the space provided on Page 19 of the RFQ. 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. Where can I get a list of the plan holders?

A1. The plan holders are visible to all participants on Negometrix4.

Q2. Will there be no pre-bid conference?

A2. No, page 3 of the RFQ, Legal Advertisement, states there is no pre-submittal conference scheduled at this time.

Q3. Who are the incumbents that have been providing these services to the City in the past?

A3. There are no incumbents for this contract, as this a new solicitation specific to Utilities. The city does have an Engineering Services contract with Brindley Pieters and Associates, CPH, Inc. and Pegasus Engineering.

Q4. Will the City extend the due date by 14 days?

A4. No, the due date for qualification statements will remain the same.

Q5. Is this scope limited to water and sewer? There are a number of "Miscellaneous utility" items?

A5. The scope for this contract will include engineering tasks for water, wastewater, and reclaim water.

Q6. What "Post-design" services would be required?

A6. Post design services may include permitting, as-built certifications, or other miscellaneous tasks as deemed necessary.

Q7. Can we get more clarification on the items listed under "Engineering Studies and Services Other than design."

A7. Engineering Studies and Services Other than Design includes tasks related water and wastewater treatment and collection/transmission.

Vanessa Anthony
Purchasing Technician
cc: Evaluation Committee

ocoee
florida

PROFESSIONAL SERVICES FOR CITY OF OCOEE

"CONTINUING CONTRACTS FOR UTILITIES ENGINEERING SERVICES"

RFQ #21-004

OPENING DATE: 2.17.2021

cph

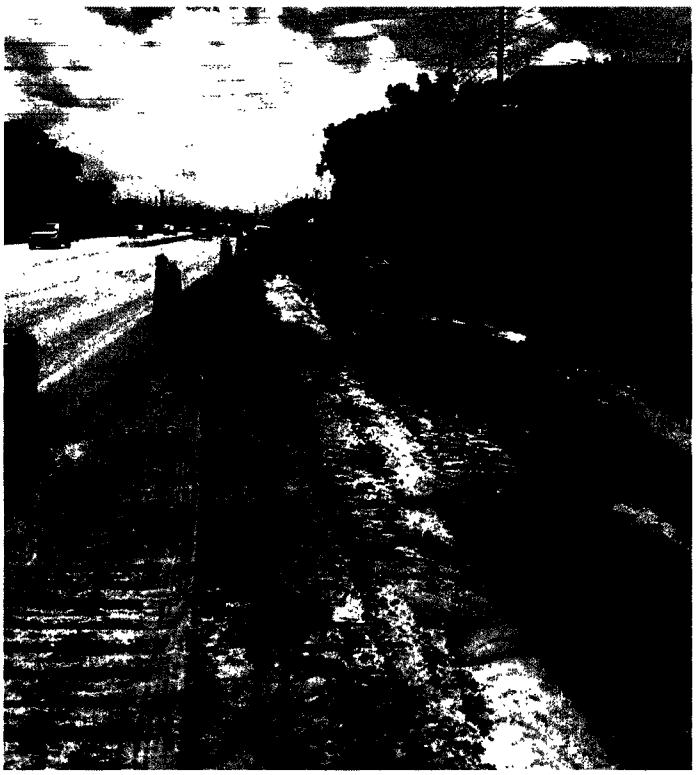
TABLE OF CONTENTS

LETTER OF INTEREST

SECTION 1 – FIRM'S QUALIFICATIONS

A. Cover Letter
B. Current or Recently Completed Similar Projects
C. Ability to Deliver Project on Time and Within Budget
D. Firm's Key Employees / Qualifications
E. Certifications and Registrations
F. Sub-Consultants
G. Client References
H. Project Approach
I. Current and Projected Workload

SECTION 2 – FIRM'S LOCATION AND FORMS



February 17, 2021

1117 East Robinson Street
Orlando, FL 32801
Phone: 407.425.0452
Fax: 407.330.0639

City of Ocoee Finance Department
150 N. Lakeshore Drive
Ocoee, Florida 34761

RE: RFQ # 21-004 - CONTINUING CONTRACTS FOR UTILITIES ENGINEERING SERVICES

Dear Selection Committee Members,

CPH, Inc. (CPH) is very pleased to submit our qualifications to the City of Ocoee for the Continuing Contracts for Utilities Engineering Services project. The work for this contract would be provided by our nearby Sanford, DeLand, and Orlando offices which have had the opportunity to work with the City on past successful projects. Since our foundation in 1981, CPH has provided exemplary utility engineering services to both large and small municipal clients under on-call/continuing contracts for over 39 years throughout Florida. CPH has served over 60 separate City and County municipal clients with professional engineering services including all facets of planning, design, permitting and construction management of over $500 Million in utility improvements in the last ten (10) years, with hundreds of millions more completed in our 39+ year history. Our team has completed countless similar projects under an as-needed or continuing utility contract. Our firm takes every assignment, no matter how small, to be of utmost importance. Our team will respond quickly to your needs and provide competent functional designs that will be cost effective, energy efficient, and meet the expectations of City.

Our comprehensive firm experience covers all facets of municipal and private potable water, reuse water, and wastewater projects which include pumping, distribution, treatment, collection, hydraulic modeling, rate studies, master utility planning, utility retrofit programs in existing developed areas and all related permitting. CPH has provided design, permitting, and construction services for utility infrastructure projects with pipe sizes ranging from 4" to 84" and has provided services for over 500 miles of pipeline projects. Our wastewater pump station experience includes hundreds of pump stations from small site specific stations to large regional pump stations valued at over $20 million. Our lift station experience includes implementation of SCADA design and control, generators, odor control systems, diversions, screening, site and easement acquisition, and wet well rehabilitations. In addition to new and rehab pump projects, we also have done pump station elimination projects to help our client eliminate the number of stations in their system to reduce system operation costs.

Our team has provided services for innovative solutions relevant to sewer systems that include gravity with vacuum assist, low pressure systems, and hybrid methods for utility clients. Our potable water experience not only includes full water treatment plant design and retrofit but we have exceptional experience in potable water distribution and transmission systems. CPH's team is well versed in various installation methods including open cut, micro tunneling, directional drill, jack and bore, subaqueous, as well as aerial crossings. In fact, CPH recently completed the largest pipe bursting project in the United States for the City of Casselberry; which included over 40 miles of potable water pipe replacement through pipe bursting. Our recent line work includes several large directional drills under key highways and environmentally sensitive areas.

CPH has also worked on asbestos water main replacement projects in developed neighborhoods that included close tolerance directional drills in combination with open cut installations. In addition to potable water pipeline work we also provide hydraulic modeling, master planning, and grant and funding assistance.

Our team has extensive recent experience planning and designing large wastewater treatment plant expansion projects. We just recently completed on for Volusia County. This $12.1 million project, at the Southwest Regional Wastewater Treatment Plant, was funded through a 62% grant, and was performed on an expedited schedule. This project was part of a program to reduce nutrients in the area and was partially funded through the Department of Environmental Protection. CPH assisted the County in acquiring the grant as well as well as managing the grant funds through construction. This complex project included many of the similar components that will be required for the City of West Melbourne's project. CPH's team not only increased the plant's permitted capacity by 1.0 MGD, but also modified the existing biological processes of the plant and all associated components of the plant due to the upgrade. The previous process at the plant included two different systems, an Orbal system and a USBF system. CPH designed modifications to the existing process tanks to upgrade to a 5-Stage Bardenpho BNR system to meet Advanced Wastewater Treatment (AWT) standards (CBOD5 < 5 mgL; TSS < 5 mg/L; TN < 3 mg/L; TP < 1 mg/L). The overall project had many of the similar component upgrades or replacements outlined within the City's scope of services for this project including new flow metering systems; a new mechanical barscreen system; an anoxic flow equalization basin; a common reaeration basin; two new secondary clarifiers and RAS/WAS pumping systems; addition of one turbo blower; fine bubble aeration/bubble mixing systems; internal recycle pumping; chemical and supplemental carbon storage/handling facilities; disc filtration system expansion; and electrical, controls, instrumentation and SCADA improvements. This is just one of six (6) similar wastewater treatment plant projects completed by the proposed project team in Florida over the last five (5) years, with many more completed in our 39+ history.

The CPH team includes approximately 150 staff members in our three (3) nearby offices (Sanford, DeLand, and Orlando). The majority of our proposed team has worked together for over fifteen (15) years, implementing identical types of water and wastewater line projects under continuing contracts. This local team has developed an extensive local portfolio of projects completed and is ready to serve the City of Ocoee. We are very excited about the opportunity to continue to work with the City of Ocoee and appreciate the opportunity to present our qualifications.

Sincerely,
CPH, Inc.

David A. Gierach, P.E., CGC
President

1B. CURRENT OR RECENTLY COMPLETED SIMILAR PROJECTS

CITY OF SANFORD FLORIDA

CITY OF SANFORD CONTINUING SERVICES CONTRACT

Sanford, FL

CLIENT CONTACT

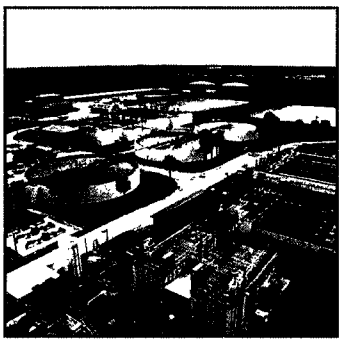
City of Sanford
Bilal Iftikhar, P.E., Public Works Director
P.O. Box 1788 Sanford, FL 32772-1788
Phone: 407.688.5000
bilal.iftikhar@sanfordfl.gov

CPH has been providing design and construction services to the City of Sanford since 1958. Projects have included water, wastewater, stormwater, roadway, parks, and trails. The team has provided services that include engineering, landscape architecture, architecture, planning, surveying, environmental science, and construction administration. Some of the most recent projects for the City include:

SR 46 UTILITY RELOCATIONS // COST: $95,025 (DESIGN); $2,190,637 (CONSTRUCTION) // SCHEDULE: 11/2015 - 4/2017 - The overall project included 10,100-ft of new 12" water main, 675-ft of new 6"-10" water main, 4,200-ft directional drill 12" water main, 8,100-ft of new 6"-8" force main, 900-ft directional drill 6"-8" force main, 1,590-ft of new 10" sanitary sewer and manholes, 2,350-ft of new 20" reclaimed water main, one new Master Meter Assembly, and the removal of approximately 26,900-ft of existing water main, force main, sanitary sewer, and reclaimed water main.

SANFORD NORTH WRF – BIOLOGICAL NUTRIENT REMOVAL PROJECT (BNR) // COST: $894,000 (DESIGN); $13,230,000 (CONSTRUCTION) // SCHEDULE: 4/2014 - 3/2017 - The Sanford North WRF IFAS BNR improvements consist of the following infrastructure: (1) new RAS/WAS pumping systems; (2) four treatment trains consisting of primary anoxic basins (2-stage), wastewater step-feed process, aerobic basins, deoxygenation basins, secondary anoxic basins and reaeration basins; (3) Four turbo blowers and aerations systems; (4) chemical and supplemental carbon storage/handling facilities; (5) biosolids system improvements; (6) internal recycle systems; (7) roadway improvements and resurfacing; (8) grit removal system improvements; (9) stormwater system improvements; (10) security system improvements; and (11) various buildings.

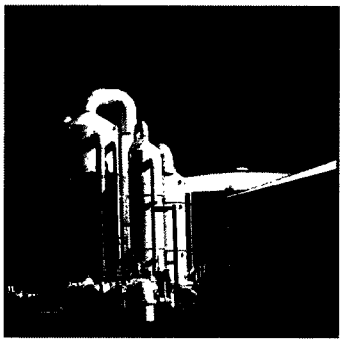
MAYFAIR WATER TREATMENT PLANT (NO.1) // COST: $13.5 MILLION (EST) (DESIGN); TBD (CONSTRUCTION) // SCHEDULE: 08/2020 - ONGOING - CPH is providing planning, design, permitting, and construction services for the water treatment plant upgrades that also included removal and replacement of the existing operations building with a new operations building complete with new pumps and piping, electric and controls, and a new standby generator. Operations and Pumping Building replacement to include a new operations center, high service pumping room, electrical equipment room, chemical storage and pumping room, laboratory, reception area, meeting and break room area, staff offices, supporting restrooms, mechanical rooms, stairwell and storage areas. The pumping room will consist of four (4) high service split case centrifugal pumps rated at 3,000 GPM at 204'.The new dedicated MCC / Electrical Room will include new parallel MCC's and instrumentation designed to provide a level of redundancy required to meet Class I reliability.



CITY OF PALM COAST CONTINUING SERVICES CONTRACT

Palm Coast, FL

CLIENT CONTACT
City of Palm Coast
Mr. Steve Flanagan, Public Works Director
160 Lake Avenue, Palm Coast, FL 32164
Phone: 386.986.2354
sflanagan@palmcoastgov.com



CPH has been providing design and construction services to the City of Palm Coast since 1998. Projects have included water, wastewater, stormwater, roadway, parks, and trails. The team has provided services that include engineering, landscape architecture, architecture, planning, surveying, environmental science, and construction administration. Some of the most recent projects for the City include:

PALM COAST WWTP NO. 2 – MBR BNR PROJECT // COST: $1,050,000 (DESIGN); $25,100,000 (CONSTRUCTION) // SCHEDULE: 7/2014 - 6/2018 -The Palm Coast WWTP No. 2 MBR/BNR improvements consist of the following infrastructure: (1) flow metering systems; (2) Influent headworks structure with mechanical drum screens and grit removal; (3) a 5-Stage MBR/BNR treatment system (2 trains) - anaerobic basins, primary anoxic basins, aerobic basins, deoxygenation basins, secondary anoxic basins and reaeration basins; (4) process control equipment; (5) flow equalization to reduce the required membrane surface area and enhance the effectiveness the biological processes (6) fine and coarse bubble aeration systems; (7) internal recycle pumping systems; (8) submersible mixing systems; (9) membrane modules with flat plate membrane panels for the MBR tanks as well as cleaning and backwashing systems; (10) chlorine contact chambers; (11) a transfer pump station; (12) a 2.0 MG ground storage tank; (13) a reject/ percolation pond; (14) chemical and supplemental carbon storage/handling facilities; (15) sludge holding/treatment tanks; (16) sludge dewatering facilities; (17) electrical, controls, instrumentation and SCADA improvements; (18) yard piping; (19) stormwater management system improvements; (20) roadway improvements; (21) reclaimed water distribution pump station; and (22) various buildings and miscellaneous infrastructure.

TOWN OF EATONVILLE CONTINUING SERVICE CONTRACT

Eatonville, FL

CLIENT CONTACT
Town of Eatonville
Katrina Gibson
307 E. Kennedy Blvd.
Eatonville, FL 32751
Phone: 407.623.8905, Fax: 407.626.8919
kgibson@townofeatonville.org

CPH has been providing design and construction services to the Town of Eatonville since 2012. Projects have included water, wastewater, roadway, pipelines and pump station. The team has provided services that include engineering, planning, surveying, environmental science, and construction administration. Some of the most recent projects for the Town include:

EATONVILLE WEST AND EAST SIDE WASTEWATER IMPROVEMENTS // COST: $173,365 (DESIGN); (EAST PHASE COST = $2,733,470, WEST PHASE COST =$1,915,852) (CONSTRUCTION) // SCHEDULE: 05/2012 - PHASES: WEST SIDE COMPLETED ON 01/2017, AND EAST SIDE COMPLETED ON 05/2017 - The project included replacement of portions of the Town's existing sanitary sewer system because of sewer backups and overflow issues. It was believed that the main cause of the problem was because the sanitary sewer pipes and manholes were constructed very shallow and had less than minimum slopes. In addition, much of the collection system was constructed in the 1940s and early 1950s of vitrified clay pipe, and were susceptible to cracks and breaks. The project was undertaken to correct these problems.

Specifically, the project included replacement of gravity sanitary sewer lines, service laterals and manholes, replacement and relocation of an existing lift station, abandonment of an existing force main and the elimination of an existing lift station, and all road replacement and/or restoration necessary to complete the project. The project was bid in two phases, with the West Side Phase started initially, and the East Side Phase started next.

The West Side Project included the replacement and relocation of the Campus View Lift Station, add new force main to reconnect to the existing force main, and replacement and abandonment all of the tributary gravity collection system. The total project length of the 8-inch gravity sewer was approximately 4,500 linear feet. Because of the relocation of the Katherine Avenue lift station the flows had to be re-routed to the new Campus View Lift Station. This allowed the old Katherine Lift Station to be demolished.

The East Side Project included portions of the sanitary gravity sewer in the northeast section of the Town that discharges into the existing Eaton Street Lift Station, and a new generator. The total project length of the 8-inch gravity sewer was approximately 3,500 linear feet. In addition, the project included provisions to connect four existing homes on the east end of Eaton Street that were being served by grinder pumps pumping out of previously installed septic systems.

The project was funded by FDEP SRF Loan (with ~67% of capital forgiveness) and a $700,000 grant from the CDBG.

CPH served as full time resident project representative for the West and East Side Wastewater Improvements.

CONTINUING SERVICES CONTRACT – TOHO WATER AUTHORITY

Kissimmee, FL

CLIENT CONTACT

Toho Water Authority
Mr. Edwin Matos, P.E., Engineering
951 Martin Luther King Blvd.
Kissimmee, FL 34741
Phone: 407.944.5024, Fax: 407.343.426
ematos@tohowater.com

CPH has been providing design and construction services to the Toho Water Authority since 2004. Projects have included large diameter water and wastewater transmission mains, lift station and sewer line rehabilitations, residential water mains, and services for the RAS pump replacement at the Sandhill Wastewater Treatment Plant. Some of the most recent projects for the Toho Water Authority include:

TOHO I GRAVITY SEWER REHABILITATION REPLACEMENT PROJECT PHASE 2// COST: $61,600 (DESIGN) ; $3.4 MILLION (CONSTRUCTION) // SCHEDULE: 12/2012-10/2016 - CPH provided a sewer evaluation of the televised gravity sewer segments provided by TWA and subsequently prepared an evaluation report with recommendations for removal, replacement, or point repairs. This assessment was completed by analyzing the gravity sewer mains for visible defects in the sewer such as cracks, roots, separated joints, ovaling, poor lateral connections, ground water intrusion, or sags. Following review of the CCTV videos of the sewer mains, CPH then completed cost analysis for point repairs for each line segment versus the cost to open cut and replace to find the most economical outcome.
The project consisted of evaluating four locations of the gravity sewer.

- Segment 1: Palmway Street from Broadway Avenue to Oak Street (Approximately 1,600 LF)
- Segment 2: Canal Street from US 192 to Dury Ave (Approximately 3,300 LF)
- Segment 3: Clyde Street from Patrick Street to Penfield Street (Approximately 1,050 LF)
- Segment 4: Verona Street from N. Clyde Avenue to N. Orlando Avenue (Approximately 1,400 LF)

The project consisted of construction of approximately 3,400 LF of new 8" PVC gravity sewer to replace existing clay sanitary sewer, 1,850 LF of 8"lined sewer, 2,200 LF of 12" lined sewer, 650 LF of 15" lined sewer, 1,750 LF of 6" water main, replacement of existing manholes and replacement (80 each) or lining (60 each) of existing sewer laterals within the City of Kissimmee. The project required coordination with the City of Kissimmee regarding removal and replacement of brick streets, roadways open cuts, and repair of curb.

SIMPSON ROAD 30" WATER MAIN PROJECT // COST: $618,205 (DESIGN); $2.6 MILLION (CONSTRUCTION)// SCHEDULE: 07/2012 - 11/2016 - TWA needed to extend a 30" water main from their Parkway Water Treatment Plant north along Simpson Road to just south of Boggy Creek Road. The water main route had significant crossings of both US Highway 192 and the Florida Turnpike. The route had very limited County right-of-way along portions of Simpson Road, so it required close coordination between TOHO, Osceola County, FDOT/Turnpike Authority and the property owners along the route.

This phase of the Project consisted of approximately 5,300 l.f of conventionally installed Ductile Iron 30" water main within the County right of way, 1,080 LF of 30" fusible PVC carrier pipe installed within 1,060 l.f of directionally drilled 36" fusible PVC casing pipe across the Limited Access Right-of-way of the Florida Turnpike. All work was performed in and along the rights of way of Osceola County and the FDOT.

CONTINUING SERVICES CONTRACT

Orange County, FL

CLIENT CONTACT
Orange County
Mr. Jose E. Hernandez, P.E., Chief Engineer
Orange County Utilities Engineering Division
9150 Curry Ford Road, Orlando, FL 32825
Phone: 407.254.9718, Fax: 407.254.9610
Jose.Hernandez2@ocfl.net

CPH has been providing design and construction services to Orange County since 1985. Projects have included water, wastewater, stormwater, roadway, parks, and trails. The team has provided services that include engineering, landscape architecture, architecture, planning, surveying, environmental science, and construction administration. Some of the most recent projects for the County include:

INTERNATIONAL DRIVE POTABLE WATER BOOSTER PUMP STATION PROJECT// COST: $309,000 (DESIGN); $3.4 MILLION (CONSTRUCTION) // SCHEDULE: 09/2013- 01/2020 - Orange County Utilities (County) selected CPH for design, bidding, and construction services for the International Drive Booster Pump Station Project. The potable water booster pump station has the ability to increase the pressure to the Hunter's Creek development by utilizing two (2) new pumps with variable frequency drives. The station was designed to have the capability of adding three (3) future pumps and chlorination. The construction cost was approximately $3.4 million, and the total engineering fees were roughly $309,000.
CPH provided engineering services to OCU for the booster pump station including preliminary design report, final design, survey, geotechnical investigation, permitting, bidding, and construction administration. The re-pump station includes general piping and appurtenances, a building, overhead hoist, pumps, electrical equipment, controls and future chlorination feed equipment, holding tank, general site grading and improvements.
It was not in a residential area, however one access point for the project was located in one. The Contractor was required to coordinate with the HOA when the access point will be utilized. We also had to meet with the HOA representative during design to discuss use of the entrance and receive approval, which they received new fencing and a gate.

SSA-ESA 36" WATER MAIN AND 24" RECLAIMED WATER MAIN // COST: $2.1 MILLION (DESIGN); $28 MILLION(CONSTRUCTION) // SCHEDULE: 05/2018- 03/2021 (EST) - CPH provided engineering services to OCU for the connection of the Southern Service Area to the Eastern Service Area with the potable water and reclaimed water system and repump station. These services included preliminary design report, final design, MOT design, survey, environmental assessment, geotechnical investigation, bidding, and construction administration. The project includes the installation of approximately 7 miles of parallel 36-inch potable water main and 24-inch reclaimed water main from J. Lawson Blvd. to Moss Park Rd via a combination of directional drill, jack and bore, and open-cut installation.

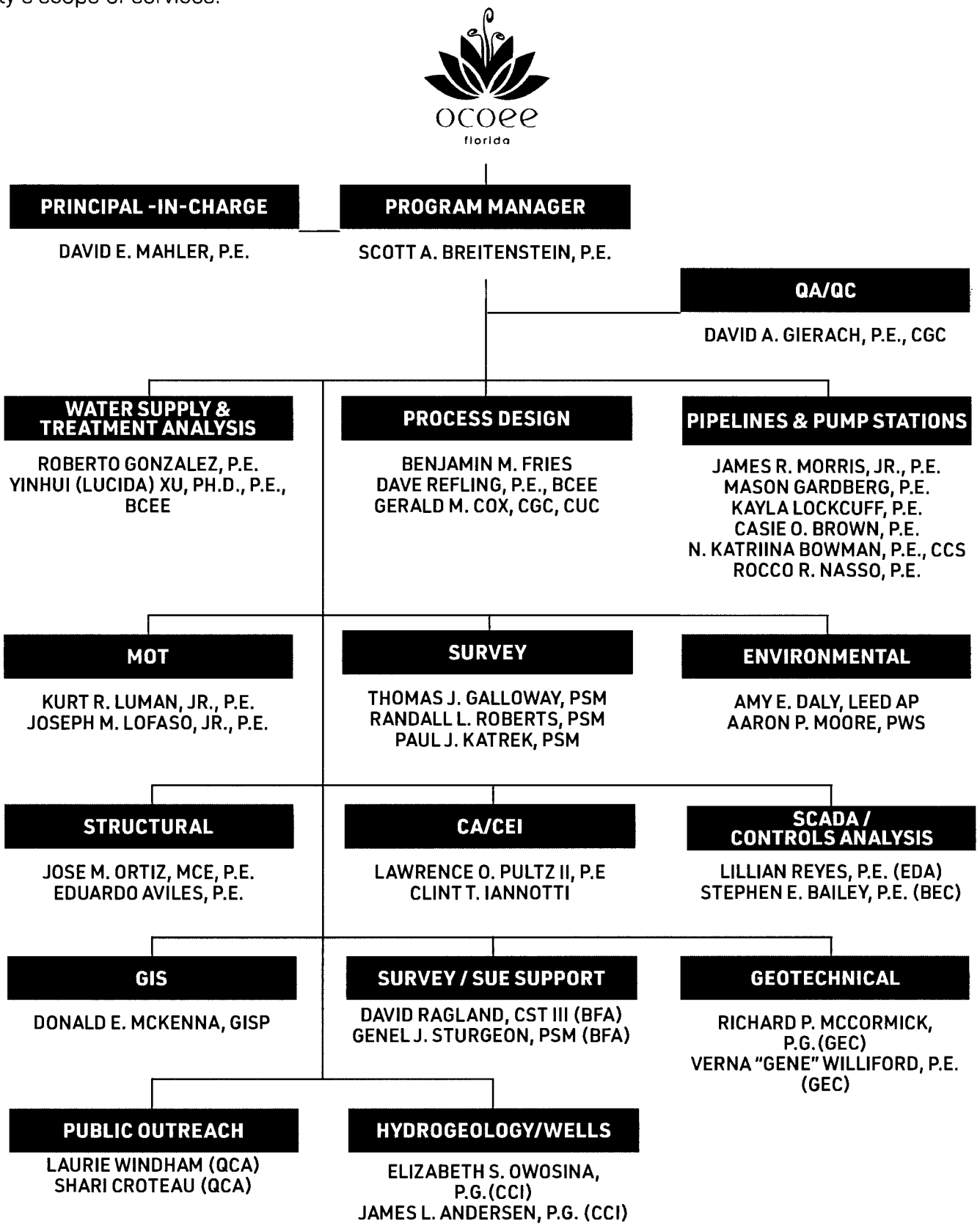
1C. AVAILABILITY TO DELIVER PROJECTS ON TIME AND WITHIN BUDGET

Project Name/ Location	Cost	Schedule
CITY OF SANFORD SANFORD NORTH WRF – BIOLOGICAL NUTRIENT REMOVAL PROJECT (BNR)	**Estimated Budget:** $13,230,000 **Actual Budget:** $13,230,000	**Original Construction:** 03/2017 **Actual Construction:** 03/2017
PALM COAST WRF NO. 2- MBR BNR PROJECT	**Estimated Budget:** $25,108,000. **Actual Budget:** $25,565,126.68 **Final cost is 1.82% increase of bid price -- Total of 11 change orders with a net increase amount of $457,126.68, including owner direct purchase (ODP, 5 out of 11 were ODP related) for tax savings, owner directed changes, revisions necessary during shop drawing reviews.	**Original Construction:** 06/2018 **Actual Construction:** 06/2018
SOUTHWEST REGIONAL WASTEWATER RECLAMATION FACILITY NUTRIENT REDUCTION AND EXPANSION PROJECT	**Estimated Budget:** $12,100,000 **Actual Budget:** $12,100,000	**Original Construction:** 04/2018 **Actual Construction:** 04/2018
SR 46 UTILITY RELOCATIONS	**Estimated Budget:** $2,190,637 **Actual Budget:** $2,190,637	**Original Construction:** 04/2017 **Actual Construction:** 04/2017
SR-50 UTILITY RELOCATION PROJECT (FDOT JPA) PH III	**Estimated Budget:** $19,000,000 **Actual Budget:** $19,000,000	**Original Construction:** 07/2015 **Actual Construction:** 07/2015
ORANGE COUNTY SSA-ESA 36" WATER MAIN AND 24" RECLAIMED WATER MAIN & J. LAWSON REPUMP STATION PROJECT	**Estimated Budget:** $27,781,385 **Actual Budget:** $28,000,000 **Two (2) Change Orders: Total Amount: $218,615	**Original Construction:** 03/2021 **Actual Construction:** 03/2021
TOWN OF OAKLAND - WATER SYSTEM IMPROVEMENTS PROJECT	**Estimated Budget:** $1,663,900 **Actual Budget:** $1,663,900	**Original Construction:** 09/2014 **Actual Construction:** 01/2015 **Delayed due to Eagles Nest
HAINES CITY WATER TREATMENT SYSTEM UPGRADES FOR CONTROL OF DISINFECTION BY-PRODUCTS (DBPS)	**Estimated Budget:** $5,511,777 **Actual Budget:** $5,511,777	**Original Construction:** 05/2017 **Actual Construction:** 05/2017
ORANGE COUNTY INTERNATIONAL DRIVE POTABLE WATER BOOSTER PUMP STATION PROJECT	**Estimated Budget:** $3,400,000 **Actual Budget:** $3,400,000	**Original Construction:** 01/2020 **Actual Construction:** 01/2020

SECTION 1D. FIRMS KEY EMPLOYEES/ QUALIFICATIONS

ORGANIZATIONAL CHART

CPH has assembled a vastly diverse and highly qualified team with experience in all discipline areas requested by the City of Ocoee. Our team is capable of providing services for every project that may emerge under this contract. The CPH Team Organizational Chart (provided below) depicts the overall reporting and communication hierarchy as well as project roles and responsibilities in relation to the City's scope of services.



We have carefully evaluated the RFQ document and available information, and have assembled a team that has the expertise and background to work on any project assigned under the contract. In addition to the assigned staff, CPH has the ability to pull from over 240 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 qualifications.

NAME / YEARS OF EXPERIENCE	ROLE	RELEVANT PROJECTS
DAVID E. MAHLER, P.E. 31 Years Experience 21 Years with CPH	Principal-in-Charge	• S.R. 50 Utility Relocation Project (Phase 1, 2, and 3) • Osceola Parkway- Toho Water Authority • SR 482 Utility Relocations (-4 and -5 segments) (FDOT JPA) • International Dr. and Universal Blvd. – Orange County
SCOTT A. BREITENSTEIN, P.E. 30 Years Experience 20 Years with CPH	Program Manager	• SSA-ESA 36" Water Main and 24" Reclaimed Water Main Project • Lake Underhill Utility Relocations • Town of Oakland Water System Improvements Project • International Drive and Universal Boulevard Force Main • Grand Island Shores Booster Station • City of Lake Alfred Water Facilities Plans
DAVID A. GIERACH, P.E., CGC 38 Years Experience 34 Years with CPH	Quality Control/ Quality Assurance	• Islamorada Village Wide Wastewater System, Design, Build, Operate (DBO)/ Islamorada • SR 429 (Wekiva Pkwy Section 7A) Utility Relocations • SR 46 Utility Relocations • Casselberry Wastewater and Reclaimed Water Improvements • Volusia-Sanford Reclaimed Interconnect • Miami Shores Village Central Business District Low Pressure Sewer System (LPSS) and Water Main Improvements
JAMES R. MORRIS, JR., P.E. 21 Years Experience 15 Years with CPH	Project Engineer (Pipelines/Pump Stations)	• Islamorada Village Wide Wastewater System, Design, Build, Operate (DBO) • S.R. 50 Utility Relocation Project (Phase 1, 2, and 3) • Highland Avenue Gravity Sewer and Water Main Replacement Project • I-4 Ultimate Utility Relocations – Orange County Utilities, City of Orlando, Town of Eatonville • SR 482 Utility Relocations (-4 and -5 segments) (FDOT JPA)
MASON GARDBERG, P.E. 8 Years Experience 8 Years with CPH	Project Engineer (Pipelines/Pump Stations)	• SR 50 Utility Relocations (Phase III) (FDOT JPA) • Simpson Road 30-inch Water Main Project • I-4 Ultimate Utility Relocations – Orange County Utilities, City of Orlando, Town of Eatonville • SR 482 Utility Relocations (-4 and -5 segments) (FDOT JPA)
ROBERTO "ROBBIE" GONZALEZ, P.E. 25 Years Experience 7 Years with CPH	Project Engineer (Water Supply & Treatment)	• Palm Coast WTP No. 2 ZLD • Winter Springs Potable Water System Treatment Upgrades Meet Stage 2 DBP Compliance • City of Sanford's Water Treatment Plant No. 2 – DBP Reduction Improvements • JEA – Otter Run Water Treatment Plant Renewal & Replacement • Town of Oakland Water System Improvements Project
YINHUI (LUCIDA) XU, PH.D., P.E., BCEE 14 Years Experience 14 Years with CPH	Project Engineer (Water Supply & Treatment)	• Sanford WTP No. 2 - Disinfection By-Product Reduction Improvements • Palm Coast Water Treatment Plant No. 3 • Palm Coast WTP No. 2 ZLD • Palm Coast WTP No.3 Concentrate Recovery • Palm Coast WWTP No. 2 • City of Palm Coast - Master Water/Wastewater Planning/CIP
BENJAMIN M. FRIES 34 Years Experience 34 Years with CPH	Project Engineer (Process Design)	• Palm Coast WWTP No. 2 – Phase I MBR/BNR Facility • Sanford North WRF - Biological Nutrient Removal (BNR) Expansion • Sanford South Water Resource Center – Phase II Improvements (BNR Facility) • Largo AWWTF Biological Treatment Improvements Design-Build Projec

NAME / YEARS OF EXPERIENCE	ROLE	RELEVANT PROJECTS
DAVE REFLING, P.E., BCEE 45 Years Experience 7 Years With CPH	Project Engineer (Process Design)	• Palm Coast WWTP No. 2 – Phase I MBR/BNR Facility • Sanford South Water Resource Center – Phase II Improvements (BNR Facility) • Sanford North WRF - Biological Nutrient Removal (BNR) Expansion
GERALD M. COX, CGC, CUC 44 Years Experience 19 Years with CPH	Project Engineer (Process Design)	• SW Regional Wastewater Reclamation Facility BNR and Expansion • City of Palm Coast 6.0 MGD 2.0 MGD Phase I MBR WWTP No. 2 • Largo AWWTF Biological Treatment Improvements Design-Build Project • Sanford North WRF - BNR Improvements • Miami Shores Village Central Business District Low Pressure Sewer System (LPSS) and Water Main Improvements • Islamorada Village Wide Wastewater System, Design, Build, Operate
JAMES R. MORRIS, JR., P.E. 21 Years Experience 15 Years With CPH	Project Engineer (Pipeline/ Pump Stations)	• Sunflower Master Pump Station • International Drive Potable Water Booster Pump Station Project • Town of Oakland Water System Improvements • City of Maitland Lift Station #4 Modifications
MASON GARDBERG, P.E. 8 Years Experience 8 Years With CPH	Project Engineer (Pipeline/ Pump Stations)	• City of Maitland Lift Station #4 Modifications • SR 50 Utility Relocations (Phase III) (FDOT JPA) • City of Maitland Lift Station #6 Modifications • SSA-ESA 36" Water Main and 24" Reclaimed Water Main Project
KAYLA LOCKCUFF, P.E. 8 Years Experience 5 Years With CPH	Project Engineer (Pipeline/ Pump Stations)	• SR 50 Utility Relocations (Phase III) (FDOT JPA) • Eatonville West and East Side Wastewater Improvements • Gravity Package 2 – Chickasaw Woods, East Orlando, Orlando Terrace/ Azalea Park, Azalea Cove, Gatlin Heights, Cimarron Drive
CASIE O. BROWN, P.E. 13 Years Experience 13 Years With CPH	Project Engineer (Pipeline/ Pump Stations)	• City of Atlantic Beach - Rose Park • FDEP - Faver Dykes State Park ADA Canoe/ Kayak Launch • Atlantic Beach Intercoastal Waterway Park and Master Plan • JEA Ponce De Leon WTP Pump Building & Reservoir Replacement • JEA - Otter Run Water Treatment Plant Renewal & Replacement • JEA Yellow Bluff - Marshland Dr. to Tisons Bluff. Rd. - 16" Water Main
N. KATRIINA BOWMAN, P.E., CCS 33 Years Experience 31 Years with CPH	Project Engineer (Pipelines/Pump Stations)	• Titusville Area IV Wellfield - Phases 1 & 2 • WWTP No. 2 Reclaimed Water Wetland Discharge • SR 46 Utility Relocations • SR 429 (Wekiva Pkwy Section 7A) Utility Relocations • Old Kings Road North & South Reclaimed Water Mains • Palm Coast Matanzas Woods Reclaimed Water Main
ROCCO R. NASSO, P.E. 20 Years Exerience 20 Years with CPH	Project Engineer (Pipeline/ Pump Stations)	• SR 46 Utility Relocations • SW Regional Wastewater Reclamation Facility BNR and Expansion • Volusia-Sanford Reclaimed Interconnect • Palm Coast WWTP No. 2 – Phase I MBR/BNR Facility
KURT R. LUMAN, JR., P.E. 21 Years Experience 20 Years With CPH	Project Engineer (MOT)	• SSA-ESA 36" Water Main and 24" Reclaimed Water Main Project • Texas Avenue Utility Improvement MOT Plans • W. Central Blvd. Sanotary Sewer Replacement and Streetscape Design/ Build
JOSEPH M. LOFASO, JR., P.E. 6 Years Experience 5 Years With CPH	Project Engineer (MOT)	• W. Central Blvd. Sanotary Sewer Replacement and Streetscape Design/ Build • SSA-ESA 36" Water Main and 24" Reclaimed Water Main Project • Texas Avenue Utility Improvement MOT Plans
THOMAS J. GALLOWAY, PSM 30 Years Experience 19 Years With CPH	Project Surveyor	• Largo AWWTF Biological Treatment Improvements Design-Build Project • Simpson Road 30-inch Water Main Project • SW Regional Wastewater Reclamation Facility BNR and Expansion • Highland Avenue Gravity Sewer and Water Main Replacement Project

NAME / YEARS OF EXPERIENCE	ROLE	RELEVANT PROJECTS
RANDALL L. ROBERTS, PSM 46 Years Experience 16 Years With CPH	Project Surveyor	• Area IV Well Outfitting and Raw Water Transmission Main- Phase I and II • SR 50 Utility Relocations (Phase III) (FDOT JPA) • Sanford North WRF Reclaimed Water Augmentation System • Seminole Wekiva Trail, Phase IV (FDOT LAP
PAUL J. KATREK, PSM 28 Years Experience 14 Years With CPH	Project Surveyor	• SW Regional Wastewater Reclamation Facility BNR and Expansion • Sanford WTP No. 2 - Disinfection By-Product Reduction Improvements • Gravity Package 2 – Chickasaw Woods, East Orlando, Orlando Terrace/ Azalea Park, Azalea Cove, Gatlin Heights, Cimarron Drive • Palm Coast Water Treatment Plant No. 3
AMY E. DALY, LEED AP 27 Years Experience 16 Years With CPH	Environmental Scientist	• SSA-ESA 36" Water Main and 24" Reclaimed Water Main Project • Palm Coast Water Treatment Plant No. 3 • Simpson Road 30-inch Water Main Project • Palm Coast WWTP No. 2 – Phase I MBR/BNR Facility
AARON P. MOORE, PWS 20 Years Experience 15 Years With CPH	Environmental Scientist	• JEA Ponce De Leon WTP Pump Building & Reservoir Replacement • JEA - Otter Run Water Treatment Plant Renewal & Replacement • Sanford North WRF - BNR Improvements • Town of Oakland Water System Improvements
JOSE M. ORTIZ, MCE, P.E. 23 Years Experience 6 Years With CPH	Structural Engineer	• JEA Ponce De Leon WTP Pump Building & Reservoir Replacement • JEA - Otter Run Water Treatment Plant Renewal & Replacement • Sanford North WRF - BNR Improvements • Town of Oakland Water System Improvements
EDUARDO AVILES, P.E. 6 Years Experience 4 Years With CPH	Structural Engineer	• Largo AWWTF Biological Treatment Improvements Design-Build Project • JEA Ponce De Leon WTP Pump Building & Reservoir Replacement • JEA - Otter Run Water Treatment Plant Renewal & Replacement • SW Regional Wastewater Reclamation Facility BNR and Expansion
LAWRENCE O. PULTZ II, P.E 17 Years Experience 17 Years With CPH	CA/CEI	• Palm Coast WTP No. 3 • Palm Coast WWTP No. 2 • Cigar Lake Pump Station • Old Kings Road South Reclaimed Water Main • Belle Terre Parkway Four-Laning • Bunnell Trail
CLINT T. IANNOTTI 23 Years Experience 21 Years With CPH	CA/CEI	• Eustis Eastern WTP • City of Eustis - Grand Island Booster Station • Casselberry - Hunterfield Booster Station • City of Casselberry – Tanglewood Water Main Replacement • City of Casselberry – Water Main Improvement/Pipe Bursting Project • Alafaya WRF Headworks and Surge Tank Improvements – Oviedo, Florida • Lake Alfred WWTF Upgrade and Expansion Project
DONALD E. MCKENNA, GISP 36 Years Experience 14 Years with CPH	Sr. GIS Analyst	• City of Titusville - Area IV Wellfields & Raw Water Transmission Main • Palm Coast - Wellfield (40,000 acres) • Most Precious Blood Catholic Church (60 acres) • City of Palm Coast, Citation Blvd. & Old Kings Road • City of Mt. Dora Lighthouse Point Dredging Project

DAVID E. MAHLER, P.E.

Principal-In-Charge

31 Total Years of Experience · 21 Years with CPH

Mr. Mahler serves CPH a Project Manager/Project Engineer for municipal and private clients. Mr. Mahler has been involved with numerous utility system installation, rehabilitation and relocation projects for both municipal and private clients. He has also been involved with the evaluation of utiolity sustems from small service lines to major collection and transmission systems. In addition, he specializes in relocation of existing utilities associated with roadway projects.

Education

B.S. in Environmental Engineering, University of Central Florida

Licenses / Certifications

Professional Engineer - FL (No. 56875)

Key Strengths

- Large Diameter Pressurized Pipeline Design in Urbanized Areas
- Utility System Relocations, including several projects due to FDOT roadway widening
- Water Supply, Treatment, Pumping, Storage and Distribution
- Wastewater Collection, Treatment and Pumping
- Reclaimed Water Storage, Pumping and Distribution
- Utility Systems Hydraulic Modeling

Similar Project Experience

City of Largo – Advanced Wastewater Treatment Facility (AWWTF) Biological Treatment Improvements Design-Build Project

- CPH was awarded the design and permitting for the City of Largo's $53 million Wastewater Reclamation Facility (WWRF) Biological Treatment Improvements project as part of a Design/Build Team with CPH as the designer and Kiewit Infrastructure South as the contractor.
- 18 MGD Facility
- CPH's main objective was to reduce the effluent total Nitrogen (TN) Concentration for Surface Waster Discharge based on Facility's Participations in the Tampa Bay Nitrogen Management Consortium (TBNMC)
- CPH's Design Provided: Operational Cost Reductions, Increased Reliability, Electrical Instrumentation System Improvements, and Efficient Natural Biological Process that Uses Less Energy

S.R. 50 Utility Relocation Project (Phase 1, 2, and 3)

- This project involved the relocation of utilities along approximately 4.9 miles of existing roadway from SR-425 (Dean Road) to Old Cheney Highway, near Avalon Park Boulevard
- The utility relocations and replacements were necessary to accommodate roadway widening by the FDOT
- 5,500 LF of 24-inch water main, 11,300 LF of 20-inch water main, 2,600 LF of 12-inch water main and 4,500 LF of 10-inch and under water mains. It also includes the replacement of 1,200 LF of 30-inch, 5,897 LF of 24-inch, 8,000 LF of 16-inch, 1,100 LF of 12-inch and 8,700 LF of 8-inch and under force mains.

SR 482 Utility Relocations (-4 and -5 segments) (FDOT JPA)

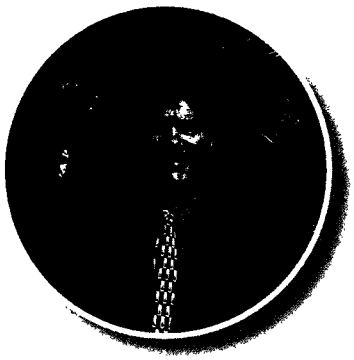
- This project is currently under construction and involves the relocation of utilities along approximately 2.4 miles of existing roadway from International Drive to just east of Shingle Creek. This project also includes the relocation of an existing duplex lift station on International Drive.
- The utility relocations and replacements are necessary to accommodate roadway widening by FDOT.
- The west segment includes the installation of 60 LF of 4-inch force main, 420 LF of 8-inch force main, 1,200 LF of 16-inch force main, 1,350 LF of 24-inch force main, 500 LF of 15" CIPP lining, and a duplex lift station including 18-inch gravity sewer.
- The east segment includes the installation of 310 LF of 12-inch force main, 6,700 LF of 24-inch force main, 2,650 LF of 36-inch reclaim water main, 1,400 LF of 36-inch force main via directional drill, and 630 LF of 42-inch force main.

North Side Area Reclaimed Water Main Extensions- City of Ocoee

- Phase I includes the installation of approximately 8,100 feet of 16" polyvinyl chloride (PVC) reclaimed water main by open cut and approximately 888 LF of 18" high density polyethylene (HDPE) reclaimed water main by directional drill, 555 LF of 8" PVC and 68 LF of 6" HDPE reclaimed water main, connection to an existing 16-inch reclaimed water main, valves, fittings, pressure testing, and restoration
- Phase II of the project is in two segments andwill includes approximately 1,730 LF of 16-inch, 3,676 LF of 12-inch, 8 LF of 8-inch and 71 LF of 6-inch PVC reclaimed water main by open cut, connections to existing reclaimed water mains, valves, fittings, pressure testing, and restoration.

Highland Avenue Gravity Sewer and Water Main Replacement Project

- Replacement of approximately 9,500 ft. each of aged gravity sewer and small diameter water main
- Also included a sewer and roadway repair
- Over 240 service connections within the projects residential streets that required both new water and sewer connections
- Responsible for the reconstruction of existing streets, including construction of stormwater inlets and storm sewers, replacement of sanitary sewers and laterals, installation of new water mains, construction of new concrete curb, and roadway reconstruction.



SCOTT A. BREITENSTEIN, P.E.

Program Manager

30 Total Years of Experience · 20 Years with CPH

Mr. Breitenstein serves the firm of CPH as Project Manager/Engineer and has over 30 years of experience in Engineering, including more than 9 years with the Florida Department of Environmental Protection (FDEP). Mr. Breitenstein's work at CPH includes water and wastewater facility infrastructure design and permitting, master water/ wastewater planning, CUP permitting, treatment facility retrofits, and WWTF operating permits.

Education

B.S. in Environmental Engineering, University of Central Florida

Licenses / Certifications

Professional Engineer – FL (No. 57402)

Key Strengths

- Wastewater treatment plants
- Wastewater master plans
- Water Treatment Plants
- Water Master Plans
- Process piping optimization and design
- FDEP wastewater facilities permitting
- Process pumping systems
- Collection/Transmission systems
- Lift station design and optimization
- Well Design

Similar Project Experience

SSA-ESA 36" Water Main and 24" Reclaimed Water Main Project

- Orange County Utilities (County) recently selected CPH for design, bidding, and construction services for seven miles of both a 36-inch Potable Water Main and a 20-inch Reclaimed Water Main. The new pipelines will interconnect Orange County's South Service Area (SSA) to their East Service Area (ESA). This interconnect will help achieve the anticipated water demands in Orange County.
- The project includes the installation of approximately 7 miles of parallel 36-inch potable water main and 24-inch reclaimed water main from J. Lawson Blvd. to Moss Park Rd via a combination of directional drill, jack and bore, and open-cut installation. A segment of the transmission mains will be installed with the City of Orlando's JPA project for the Narcoossee Road Widening. This segment includes approximately 4,000 LF of 36-inch potable water main and 24-inch reclaimed water main. A potable re-pump station has also been included with this project with the ability to pump to the southern or eastern service area.

Town of Oakland Water System Improvements Project

- The improvements were originally recommended in the master plan effort by the team previously performed for the Town
- The improvements include the following: 0.500 million gallon ground storage tank, 3,750 gallon/minute high service pumping (one (1) @750 gpm/two (2) @ 1,500 gpm), 1,415 linear feet of 8-inch replacement raw water main, 217 linear feet of 12-inch new raw water main (on-site piping), 170 linear feet of 16 -inch potable water main for discharge connection, and 350 square-foot electrical / pump building
- Extensive landscape architecture to help screen the ground storage tank and conversion of the existing passive park to an active park including future splash pad
- In addition, the team assisted the Town with obtaining a FDEP SRF loan for $1.973 Million to install the water system improvements.

International Drive and Universal Boulevard Force Main

- This project included the design of 10,100 lf of 24-inch force main along Universal Boulevard and Point Plaza Ave., across International Drive and Interstate-4, with a connection across Turkey Lake Road. Approximately 2,300 lf of 24-inch force main were installed by directional drill and 330 lf of 42-inch jack and bore were needed to facilitate this installation.
- CPH provided a Preliminary Design Report which addressed permitting requirements, right-of-way usage issues, survey and geotechnical requirements, cost estimates and reviewed various pipeline installation technologies to best recommend the alignment for the new 24-inch force main.

City of Mount Dora – Wastewater Treatment Facility (WWTF) No. 1

- Existing on-site lift station converted to master lift station, and new site lift station
- New mechnaical barscreen and grit removal headworks, and demo old
- New equilization basin, pumps, and associated piping and valves
- New four-Stage Bardenpho BNR Treatment (4 treatment trains of 0.50 MGD AADF each)
- Associated Blowers for aeration treatment
- Convert existing oxidation ditch to a reject holding tank
- New secondary clarifier rated at 2.0 MGD-ADF, and flow splitter box
- New Disc Filters to work and control to use existng traveling bridge filters as back-up
- Biosolids dewatering system screw press
- New electrical and SCADA
- New asscoiated yard piping, valves, conduits, and asscociated items

City of Lake Alfred Water Facilities Plans

- The Water Facility Plan was prepared to provide recommendations on improvements needed for the water distribution system
- The Facility Plan was used to obtain SRF Loans from the Florida Department of Environmental Protection
- Developed a 20 year master plan and provided the associated capital improvement plan(s) for the recommended projects

DAVID A. GIERACH, P.E., CGC

QA/QC

38 Total Years of Experience · 34 Years with CPH

Mr. Gierach serves CPH as President and has over 38 years of experience in engineering and construction for projects that include trails, parks, roadways, treatment facilities, pump/lift stations, drainage, pipelines, and vertical construction projects. He has managed the planning, design, permitting, and construction of projects that range from $1 Million to projects over $200 Million in value.

Education

B.S. in Environmental Engineering, University of Florida

Licenses / Certifications

Professional Engineer – FL (No. 38642)
General Contractor License – FL (No. 060789)

Key Strengths

- Project Management
- Water, wastewater, and reclaimed water projects
- Process Design / Analysis
- Master Water / Wastewater / Reclaimed Water Plans
- Surface Water Augmentation
- Pressure Demand Analysis
- Grants & Loans
- Golf Course Irrigation
- Design on Aerial Crossings, Jack and Bores, and Directional Drills

Similar Project Experience

Southwest Regional Wastewater Reclamation Facility Nutrient Reduction and Expansion

- The SW Regional WRF BNR improvements consist of the following infrastructure: (1) new flow metering systems; (2) a new mechanical barscreen system; (3) an anoxic flow equalization basin; (4) conversion of the USBF treatment trains and the Orbal Treatment Trains into fourstage BNR treatment systems (anaerobic basins, primary anoxic basins, aerobic basins, deoxygenation basins, secondary anoxic basins and reaeration basins); (5) a common reaeration basin; (6) two new secondary clarifiers and RAS/WAS pumping systems; (7) Addition of one turbo blower; (8) Fine bubble aeration/bubble mixing systems; (9) Internal recycle pumping; (10) chemical and supplemental carbon storage/handling facilities; (11) disc filtration system expansion; (12) electrical, controls, instrumentation and SCADA improvements; (13) roadway improvements; and (14) various buildings.

Miami Shores Village Central Business District Low Pressure Sewer System (LPSS) and Water Main Improvements

- Responsible for the engineering, design, permitting and inspection to support the construction, installation, testing and commissioning activities associated with the construction of a new Low Pressure Sewer System in the Central Business District of Miami Shores Village with discharge to a new regional Pump Station, as well as the associated grinder stations, water main
- Approximately 3,112 lf of 8-inch internal diameter DIP Force Main.
- New Regional Pump Station that will consist of a wet well application with centrifugal pumps and standby generator and generator building.
- Approximately 4,300 lf of 3 -inch -4 -inch HDPE low pressure sanitary (LPS) force mains to collect the effluent from the Low Pressure Grinder Stations and convey them to the new regional pump station.
- Approximately 4,100 lf of upgraded 12 -inch water mains will replace the existing undersized mains.

SR 429 (Wekiva Pkwy Section 7A) Utility Relocations

- CPH provided design, permitting, and limited CEI services for the relocation of existing Seminole Co. Utilities along a 2.6 mile stretch of SR 46 between Longwood-Markham Rd. to Orange Blvd., and along a 1200-ft long section of Orange Ave. and Wayside Dr. from Capri Cove Pl. to Orange Blvd. from Wayside Dr. to SR 46.
- Construction included open cut construction consisting of 11,300-ft of new 12" water main, 1400-ft of new 16" reclaimed water main, 6440-ft of new 20" reclaimed water main, 13,900-ft of new 24" force main, 1680-ft of new 24" reclaimed water main, 3800-ft of new 30" reclaimed water main, and 16,800-ft of new conduit, pull boxes and splice boxes for the new fiber optic system.
- Directional drill construction included 1690-ft of new HDPE pipeline ranging in size from 12" to 36".

Casselberry Wastewater and Reclaimed Water Improvements

- Projects have been phased to match development/redevelopment of the City and to decrease the financial burden that would have been associated with a single phase project.
- Improvements included Retrofit of the existing secondary facility with filtration and high level disinfection;
- A 16" transmission main (10,500 LF) to the golf course with golf course irrigation improvements (1985-1986) ($1 Million);One MG storage tank (1986) ($500,000); Percolation pond modifications and a lined wet weather storage pond (1986) ($350,000); A lined reject storage pond (1998) ($520,000); Force main improvements/additions to allow wastewater transfers ($100,000); Residential distribution main to 3000 +/- potential customers ($1.5 Million); Addition of a new filtration system (2001)($478,000); Two million gallon storage tank, conversion to hypochlorination, additional surge pumps and high service pump additions (2001-2003)($1,452,000); Expansion of the residential reuse system to serve 3,000 potential customers (2002-2003)($1,230,000).

JAMES "JAY" R. MORRIS, JR., P.E.

Project Engineer (Pipelines/Pump Stations)

21 Total Years of Experience · 15 Years with CPH

Mr. Morris serves CPH as a Sr. Project Manager, and has experience with water and wastewater transmission systems, wastewater collection systems, and pumping systems in both design and construction administration. His areas of expertise also includes preparation of water and wastewater master plans, writing and organizing technical specifications and project manuals, client management, and utility coordination.

Education

B.S. in Environmental Engineering, University of Central Florida

Licenses / Certifications

Professional Engineer - FL (No. 62384)

Key Strengths

- Project Manager and Engineer for Multiple Large Diameter Pressurized Pipelines in Urban Areas
- Utility Relocations
- Water, Reclaimed Water, and Wastewater Transmission Systems Design
- Construction Administration
- Utility Coordination
- Pumping Facilities
- Plan and Specification Preparation
- Design on Aerial Crossings, Jack and Bores, and Directional Drills

Similar Project Experience

Islamorada Village Wide Wastewater System, Design, Build, Operate (DBO)

- CPH's areas of responsibility included the design and permitting of the vacuum collection system
- All buildings were designed to withstand hurricane force winds of 150 mph and associated storm surge.
- The project consisted of 43,957 lf of PVC pipe ranging in size from 4-10 -inch.
- The low pressure force main collection systems for Upper Matecumbe Key and Windley Key incorporated connections for approximately 1,755 (UMK) and 678 (WK) equivalent dwelling units (EDU).
- The systems provide service along both sides of Overseas Highway using a combination of conventional and trenchless technology.
- Combined the project consists of 37,410 lf of HDPE pipe ranging in size from 1 1/4-6 -inch.
- CPH provided a complete system design including plan and profile drawings of each pipe run.

Highland Avenue Gravity Sewer and Water Main Replacement Project

- Replacement of approximately 9,500 ft. each of aged gravity sewer and small diameter water main
- Also included a sewer and roadway repair
- Over 240 service connections within the projects residential streets that required both new water and sewer connections
- Responsible for the reconstruction of existing streets, including construction of stormwater inlets and storm sewers, replacement of sanitary sewers and laterals, installation of new water mains, construction of new concrete curb, and roadway reconstruction.

I-4 Ultimate Utility Relocations – Orange County Utilities, City of Orlando, Town of Eatonville

- Responsible for the peer review of Wastewater Utility and Stormwater Utility relocation design documents that will be prepared by the P3 design team
- Will review the Vvh information, evaluate conflict resolution plans and evaluate City recommended system upgrades
- In addition, responsible for providing comments and recommendations to the City of Orlando and providing Construction Engineering Inspection (CEI) services for work to relocate or improve City Utilities

SR 482 Utility Relocations (-4 and -5 segments) (FDOT JPA)

- This project is currently under construction and involves the relocation of utilities along approximately 2.4 miles of existing roadway from International Drive to just east of Shingle Creek. This project also includes the relocation of an existing duplex lift station on International Drive.
- The utility relocations and replacements are necessary to accommodate roadway widening by FDOT.
- The west segment includes the installation of 60 LF of 4-inch force main, 420 LF of 8-inch force main, 1,200 LF of 16-inch force main, 1,350 LF of 24-inch force main, 500 LF of 15" CIPP lining, and a duplex lift station including 18-inch gravity sewer.
- The east segment includes the installation of 310 LF of 12-inch force main, 6,700 LF of 24-inch force main, 2,650 LF of 36-inch reclaim water main, 1,400 LF of 36-inch force main via directional drill, and 630 LF of 42-inch force main.

Lake Underhill Utility Relocations

- Relocation or replacement of 1,810 LF of 16" PVC force main; and, 1,650 LF of 20"; 650 LF of 12" and 400 LF of 8" ductile iron water mains, plus smaller segments of water and force main connecting to the existing water mains and force mains
- In addition, there was approximately 2,300 LF of 8" gravity main replacement and installation of a temporary bypass system for a 740 LF segment of the 12" water main.
- Within FDOT and Orange County right-of-way

MASON GARDBERG, P.E.

Project Engineer (Pipelines/Pump Stations)

6 Total Years of Experience · 6 Years with CPH

Ms. Gardberg serves CPH as a Project Engineer and has directly worked on all types of utility engineering projects. These projects have involved water, wastewater, and reclaimed water design, planning, analysis, permitting, inspections and construction engineering/administration services.

Education

B.S. in Environmental Engineering and Civil Engineering (Double Major), University of Central Florida

Licenses / Certifications

Professional Engineer – FL (No. 86595)

Key Strengths

- Water main, Reclaim water main, and Force Main Design
- Utility Relocations Within Roadway ROW
- Construction Administration
- Pumping Facilities
- Plan and Specification Preparation
- Hydraulic Modeling
- Permitting
- Site Design

Similar Project Experience

Simpson Road 30-inch Water Main Project

- CPH provided engineering design, permitting, surveying, construction plans and specifications, and construction observation services for the design of a 30" water main along Simpson Road from the Florida Turnpike to Boggy Creek Road and from Toho Water Authority's Parkway WTP to US 192.

I-4 Ultimate Utility Relocations – Orange County Utilities, City of Orlando, Town of Eatonville

- Responsible for the peer review of Wastewater Utility and Stormwater Utility relocation design documents that will be prepared by the P3 design team
- Will review the Vvh information, evaluate conflict resolution plans and evaluate City recommended system upgrades
- In addition, responsible for providing comments and recommendations to the City of Orlando and providing Construction Engineering Inspection (CEI) services for work to relocate or improve City Utilities

SR 482 Utility Relocations (-4 and -5 segments) (FDOT JPA)

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- The west segment includes the installation of 60 LF of 4-inch force main, 420 LF of 8-inch force main, 1,200 LF of 16-inch force main, 1,350 LF of 24-inch force main, 500 LF of 15" CIPP lining, and a duplex lift station including 18-inch gravity sewer.
- The east segment includes the installation of 310 LF of 12-inch force main, 6,700 LF of 24-inch force main, 2,650 LF of 36-inch reclaim water main, 1,400 LF of 36-inch force main via directional drill, and 630 LF of 42-inch force main.

Boggy Creek Road Intersection Utility Relocation Project

- 2,150 LF of 16-inch ductile iron water main and relocating 2,000 LF of PVC 16-inch force main due to conflicts with a roadway intersection improvement project
- This project also includes removal of existing 16" force main and smaller water and sewer mains

Highland Avenue Gravity Sewer and Water Main Replacement Project

- Replacement of approximately 9,500 ft. each of aged gravity sewer and small diameter water main
- Also included a sewer and roadway repair
- Over 240 service connections within the projects residential streets that required both new water and sewer connections
- Responsible for the reconstruction of existing streets, including construction of stormwater inlets and storm sewers, replacement of sanitary sewers and laterals, installation of new water mains, construction of new concrete curb, and roadway reconstruction.

Lake Underhill Utility Relocations

- Relocation or replacement of 1,810 LF of 16" PVC force main; and, 1,650 LF of 20"; 650 LF of 12" and 400 LF of 8" ductile iron water mains, plus smaller segments of water and force main connecting to the existing water mains and force mains
- In addition, there was approximately 2,300 LF of 8" gravity main replacement and installation of a temporary bypass system for a 740 LF segment of the 12" water main.
- Within FDOT and Orange County right-ofway

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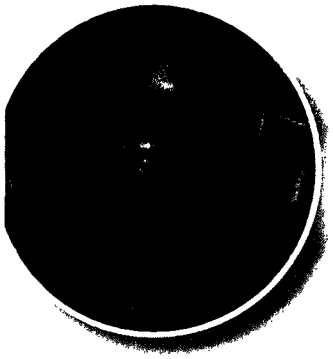

KAYLA LOCKCUFF, P.E.

Project Engineer (Pipelines/Pump Stations)

8 Total Years of Experience · 5 Years with CPH

Kayla serves the firm of CPH as project engineer. Her expertise includes hydraulic modeling, design, permitting, and inspection services for public utility projects throughout the State. Kayla's expertise includes new pipelines, relocations due to roadway improvements, replacements, rehabs (including I & I), and liftstation/pumping systems. She has worked on projects that include funding through ESDA, FDEP, and FDOT.

Education

B.S. in Environmental Engineering, University of Florida

Licenses / Certifications

Professional Engineer - FL

Key Strengths

- Water Main, Reclaim Water Main, and Force Main Design
- Utility Relocations Within Roadway ROW
- Utility System Mapping
- Hydraulic Analysis
- Plan and Specification Preparation
- Permitting

Similar Project Experience

International Drive Potable Water Booster Pump Station Project

- CPH provided engineering services to OCU for the booster pump station including preliminary design report, final design, survey, geotechnical investigation, permitting, bidding, and construction administration.
- The potable water booster pump station has the ability to increase the pressure to the Hunter's Creek development by utilizing two (2) new pumps with variable frequency drives.
- The station was designed to have the capability of adding three (3) future pumps and chlorination.

SR-50 Utility Relocation Project (FDOT JPA)

- CPH has provided improvements to over 13 miles of the water distribution system and wastewater collection and transmission system within the SR-50 Corridor, one of the busiest roads in Central Florida.
- The project included the installation of approximately 5.5 miles of 8, 12, 16, 20 and 24-inch diameter water main and 7.7 miles of 4, 8, 12, 16, 20 and 30-inch diameter force main along SR-50 from West SR-436 to Old Cheney Road (the project). Connection of existing services and lateral mains were required while maintaining service to customers.
- The project also included the design of 15,000 LF of gravity collection lines ranging in size from 8-inch to 24-inch in diameter; installation of approximately 83 manholes with depths to 20-ft. deep; installation a triplex pump master pump station; removal of certain sections of force main, connection of other force main systems to the gravity collection system, and a new lateral connection to the gravity sewer service on SR 50.

Eatonville West and East Side Wastewater Improvements

- The West Side Project included the replacement and relocation of the Campus View Lift Station, add new force main to reconnect to the existing force main, and replacement and abandonment all of the tributary gravity collection system. The total project length of the 8-inch gravity sewer was approximately 4,500 linear feet.
- The East Side Project included portions of the sanitary gravity sewer in the northeast section of the Town that discharges into the existing Eaton Street Lift Station, and a new generator. The total project length of the 8-inch gravity sewer was approximately 3,500 linear feet.

Gravity Package 2 – Chickasaw Woods, East Orlando, Orlando Terrace/Azalea Park, Azalea Cove, Gatlin Heights, Cimarron Drive

- CPH performed an evaluation of the existing gravity sanitary sewer systems of the Chickasaw Woods subdivision and some outlying neighborhoods.
- The project included 16,300 lineal feet of 8" CIPP sanitary sewer lining, 1,600 LF of 8" sewer replacement, 2,200 lf of 6" forcemain replacement, replace 7 manholes, seal and recoat 82 manholes, 50 sewer lateral lining or replacements, replacement of 2,500 LF of 4" to 8" water main and the construction of the a new duplex pump station.
- The project also included roadway replacement due to sewer relocations occurring mostly in paved roadways.
- CPH also provided construction administration services

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CASIE O. BROWN, P.E.

Project Engineer (Pipelines/Pump Stations)

13 Total Years of Experience · 13 Years with CPH

Ms. Brown serves CPH as a Project Engineer. She has worked in every area of land development at CPH with an emphasis on stormwater, utilities, and general site development. Her design experience includes stormwater calculations and modeling (ICPR and PONDS), pump sizing, and lift station design. Ms. Brown's permitting experience includes permitting through cities and counties throughout north and centeral Florida, FDEP, FDOT, JEA and SJRWMD, and coordination with other utility companies during design and construction phases.

Education

B.S. in Civil Engineering, University of Central Florida
M.B.A. in Business Administration, University of North Florida

Licenses / Certifications

Professional Engineer – FL (No. 75398)
LEED Green Associate

Key Strengths

- Stormwater Facility Design and Permitting
- Commercial and Residential Site Design
- Construction coordination and inspections
- Permitting
- Erosion and Drainage Repairs
- Master Lift Station and Septic Design

Similar Project Experience

City of Atlantic Beach - Rose Park
- CPH designed and permitted improvements to Rose Park in the City of Atlantic Beach.
- The scope included a 100' x 200' multipurpose field, picnic pavilion, playground, dog park modifications and new parking areas.
- An ADA compliant route was added throughout the park and new pedestrian safety measures were added across the existing City streets.

FDEP - Faver Dykes State Park ADA Canoe/Kayak Launch
- CPH is providing permitting services for proposed ADA canoe/kayak launch, elevated boardwalk, concrete sidewalk, and parking spaces at Faver Dykes State Park.
- Services include Survey, Environmental, Civil Engineering, and Structural Design.

Atlantic Beach Intracoastal Waterway Park Master Plan
- Developed a Master Plan for three City parks (Tideviews, Dutton Island & River Branch Preserves) which encompass approximately 385 acres contiguous with the ICW in Duval County, Florida
- The plan promoted passive recreation and environmental education opportunities including identification of citizen stakeholder groups
- Also recommended a long range Capital Improvement Plan

JEA Ponce de Leon WTP Pump Building & Reservoir Replacement
- CPH is providing engineering services to JEA for the Ponce de Leon Water Treatment Plant Pump Building and Reservoir Replacement. CPH has provided the preliminary and final design services as well as the permitting services. We are also providing limited construction administrative services.
- The existing facility has a permitted capacity of 0.865 mgd. The Ponce De Leon WTP is located 600 ft off of the Atlantic Ocean, and the above grade metallic equipment and piping has subsequently corroded due to the marine environment. The goal of our project is to replace the corroded items with materials suitable for the marine environment.

JEA – Otter Run Water Treatment Plant Renewal & Replacement
- CPH provided engineering services to JEA for the Otter Run Water Treatment Plant Renewal and Replacement. This work included evaluating the existing water treatment facility and make recommendations for upgrading the existing plant to include a removal and replacement of the high service pumps, above ground storage tanks, aerator, sodium hypochlorite system and the electrical equipment.
- CPH reviewed the site constraints, available plans, record drawing, operation manuals and existing permits to determine the existing facility characteristics and futher facility needs, CPH was responsible for preparing a report to summarize the findings and recommendations as well as preparing a scope of work to be used in project specifications. CPH was also be responsible for preparing an Opinion of Probable Cost for the recommended upgrades.

JEA Yellow Bluff – Marshland Dr to Tisons Bluff Rd – 16" Water Main
- The Yellow Bluff 16-inch Water Main (WM) project spans from Tisons Bluff Road to Marshland Drive approximately 16,100 linear feet (LF). The primary purpose of this project is to increase the water pressure at the Victorian Lakes subdivision.
- The project will include the design of approximately 16,100 LF of new 16-inch ductile iron potable water transmission main. The proposed construction method is open cut along the entire corridor; no trenchless methods are anticipated.

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N. KATRIINA BOWMAN, P.E., CCS

Project Engineer (Pipelines/ Pump Stations)

33 Total Years of Experience · 31 Years with CPH

Ms. Bowman has worked with local governments and private developers on a variety of projects. She has extensive utility design and permitting experience, including pressure system modeling, lift station design, preparation of utility adjustment plans, preparation of FDEP State Revolving Fund Loan program loan applications.

Education

M.S. in Civil Engineering, Clemson University
B.S. in Civil Engineering, Clemson University

Licenses / Certifications

Professional Engineer - FL (No. 45155)
Certified Construction Specifier – Construction Specifications Institute (CSI), Qualified Stormwater Management Inspector (FDEP)
Advanced Maintenance of Traffic Qualification (FDOT)

Key Strengths

- Utility Design and Permitting
- Lift Station Design
- Pressure System Modeling
- Preparation of FDEP SRF Loan Applications
- Utility Distribution Systems
- Construction Documents/ Administration

Similar Project Experience

Area IV Well Outfitting and Raw Water Transmission Main- Phase 1 and 2

- Phase 1- The City of Titusville Area IV Well Outfitting and Raw Water Transmission Main project Phase 1 included the drilling of 5 water supply production wells, 3 saline water monitoring wells, outfitting of 6 production wells, and construction of approximately 72,000 l.f. of new raw water transmission main (16-20-inch diameter pipeline) from the City's Mourning Dove Water Treatment Plant to the Area IV well field.
- Phase 2- This phase included well drilling of 8 production wells and 1 saline water monitoring well, conversion of 1 test well to a production well, and well outfitting of 9 production wells. Additionally, the project included the construction of approximately 18,975 lf of raw water transmission main from the north end of the existing Area IV Phase 1 Wellfield (near well 408) to each of the Area IV Phase 2 production wells (Wells WR-1 through WR-9).

Midway Utilities Replacement – Phase 1, Seminole County

- The project included construction of approximately 10,665-ft of new 4-inch -10-inch water main, water services, and fire hydrants within Midway, and the abandonment in place (via grouting) of existing 6 -inch water main.
- The design included preliminary layout of the new lines and coordination with the County on the proposed construction, permitting requirements, known future plans of other utilities and agencies for the project area.

SR 46 Utility Relocations

- The project consisted of the construction of approximately 10,100-ft of new 12" water main, 675-ft of new 6"-10" water main, 4,200-ft directional drill 12" water main, 8,100-ft of new 6"-8" force main, 900-ft directional drill 6"-8" force main, 1,590-ft of new 10" sanitary sewer and manholes, 2,350-ft of new 20" reclaimed water main, relocation and modification of an existing Master Meter Assembly, and the removal of approximately 26,900-ft of existing water main, force main, sanitary sewer, and reclaimed water main.

Volusia-Sanford Reclaimed Interconnect

- Provided services for the extension of the City of Sanford's existing reclaimed water system across the St. Johns River into Volusia County.
- The project connected the existing 20-inch DIP line with a new 20-inch DIP line; projected flows to be sent to Volusia County are between 150,000 to 1,500,000 GPD
- Provided the design, permitting, and construction services for both Sanford and Volusia Counties

Palm Coast Matanzas Woods Reclaimed Water Main

- CPH provided engineering services in connection with the design update and construction of 3.1 miles of a 16-18 -inch reclaimed water main to connect the reuse systems of two wastewater treatment plants in the City of Palm Coast, allowing for joint reuse and disposal of reclaimed water.

Pump Station Upgrades – FY 2012

- Provided survey, design, bidding, and construction phase services for the project for Seminole County.
- The Project consisted of improvements at seven existing sanitary sewer pump stations located throughout Seminole County
- The improvements at each station included replacement of pumps, pump bases, pump guide rails, electrical panels, electrical equipment racks, power feeds, replacement of pipes, fittings, and valves in the wet well and valve vault; replacement of emergency pump outs, and replacement of site concrete. The improvements also included new coatings in the valve vaults and wet wells.

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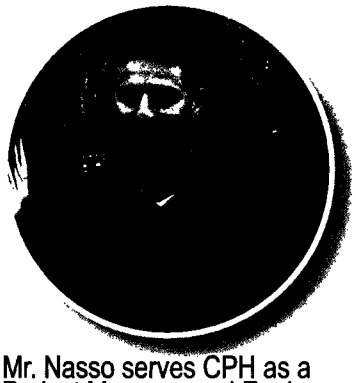

ROCCO R. NASSO, P.E.

Project Engineer (Pipeline/Pump Stations)

20 Total Years of Experience · 20 Years with CPH

Mr. Nasso serves CPH as a Project Manager and Engineer. His design experience includes extensive utility design and permitting, wastewater collection/transmission systems, stormwater calculations and modeling (ICPR and Hydraflow), water transmission main design and modeling (WaterCAD), pump sizing, and lift station design. His other duties include the Construction Engineering and Inspection (CEI) over numerous utility projects, water and wastewater treatment facilities and roadway projects.

Education

B.S. in Civil Engineering, University of Central Florida, 2001

Licenses / Certifications

Professional Engineer - FL (No. 64727)
Qualified Stormwater Management Inspector (FDEP)
Advanced Maintenance of Traffic Certification
OSHA Construction Safety and Health Certification

Key Strengths

- Extensive Utility Design and Permitting Experience
- Extensive Construction Engineering and Inspection Experience
- Wastewater Collection/ Transmission Systems
- Utility Distribution Systems
- Stormwater calculations and modeling of large drainage basins
- Expert in Conveyance systems
- Stormwater Management Systems
- Roadway Design
- Construction Documents and Administration

Similar Project Experience

Southwest Regional Wastewater Reclamation Facility Nutrient Reduction and Expansion

- The SW Regional WRF BNR improvements consist of the following infrastructure: (1) new flow metering systems; (2) a new mechanical barscreen system; (3) an anoxic flow equalization basin; (4) conversion of the USBF treatment trains and the Orbal Treatment Trains into fourstage BNR treatment systems (anaerobic basins, primary anoxic basins, aerobic basins, deoxygenation basins, secondary anoxic basins and reaeration basins); (5) a common reaeration basin; (6) two new secondary clarifiers and RAS/WAS pumping systems; (7) Addition of one turbo blower; (8) Fine bubble aeration/bubble mixing systems; (9) Internal recycle pumping; (10) chemical and supplemental carbon storage/handling facilities; (11) disc filtration system expansion; (12) electrical, controls, instrumentation and SCADA improvements; (13) roadway improvements; and (14) various buildings.

SR 46 Utility Relocations

- The project consisted of the construction of approximately 10,100-ft of new 12" water main, 675-ft of new 6"-10" water main, 4,200-ft directional drill 12" water main, 8,100-ft of new 6"-8" force main, 900-ft directional drill 6"-8" force main, 1,590-ft of new 10" sanitary sewer and manholes, 2,350-ft of new 20" reclaimed water main, relocation and modification of an existing Master Meter Assembly, and the removal of approximately 26,900-ft of existing water main, force main, sanitary sewer, and reclaimed water main.

Volusia-Sanford Reclaimed Interconnect

- Provided services for the extension of the City of Sanford's existing reclaimed water system across the St. Johns River into Volusia County.
- The project connected the existing 20-inch DIP line with a new 20-inch DIP line; projected flows to be sent to Volusia County are between 150,000 to 1,500,000 GPD
- Provided the design, permitting, and construction services for both Sanford and Volusia Counties

Palm Coast WWTP No. 2 – Phase I MBR/BNR Facility

- Selected by the City to provide professional engineering services for the planning, design, permitting and construction engineering, inspection and management (CEIM) of a new 2.0 MGD MBR/BNR treatment facility, expandable to 6.0 MGD.
- The new BNR facility utilizes the MBR process in conjunction with anaerobic, pre-anoxic, nitrification and post-anoxic biological processes to achieve AWT standards. The MBR process requires a much smaller footprint than that of a conventional 5-stage BNR process; a single MBR process tank replaces the re-aeration, secondary clarifier and tertiary filtration processes.

ROBERTO "ROBBIE" GONZALEZ, P.E.

Project Engineer (Water Supply & Treatment)

25 Total Years of Experience · 7 Years with CPH

Mr. Gonzalez has extensive water supply and water design experience. He is recognized as a water quality expert and has developed source water feasibility evaluations to assess water resources and impacts related to ground water, surface water, and reclaimed water supplies.

Education

M.S. in Environmental Sciences, University of Central Florida
B.S. in Mechanical Engineering, University of Central Florida
B.S. in Environmental Engineering, University of Central Florida

Licenses / Certifications

Professional Engineer – FL (No. 56875)

Key Strengths

- Desktop, Pile Scale & Full Scale Treatment Evaluations
- Disinfection Effectiveness
- DBP Control Strategies
- Source Water Feasibility and Optimization
- Facility Characterization
- Hydraulic & Water Quality Distribution System Modeling
- Capital Improvement Program (CIP) Prioritization

Similar Project Experience

Palm Coast WTP No. 2 ZLD

- Design, permitting and construction of a 9.0 MGD capacity wellfield system, a concentrate discharge system to Intra-Coastal Waterway, and a new finished water distribution system.
- Project involved the study and development of a treatment process for recovery of concentrate as drinking water to eliminate discharge of concentrate to surface water

City of Sanford's Water Treatment Plant No. 2 – Disinfection By-Product Reduction Improvements

- Design and CEI of improvements at the existing WTP No. 2 to remove organics from the raw water. The improvements include the addition of ozone treatment to reduce hydrogen sulfide levels and six (6) new 40,000 lb. GAC cylinders to removal total organic carbon.
- The project also included a new chemical storage and pump building, on site piping, new operations building, SCADA/Controls, and demolition of existing cascading aerators.

JEA – Otter Run Water Treatment Plant Renewal & Replacement

- CPH is providing engineering services to JEA for the Otter Run Water Treatment Plant Renewal and Replacement. This work includes evaluating the existing water treatment facility and recommendations for upgrading the existing plant to include a removal and replacement of the high service pumps, above ground storage tanks, aerator, sodium hypochlorite system and the electrical equipment.
- CPH will review the site constraints, available plans, record drawing, operation manuals and research existing permits to determine the existing facility characteristics and futher facility needs, CPH will be responsible for preparing a report to summarize the findings and recommendations as well as preparing a scope of work to be used in project specifications. CPH will also be responsible for preparing an Opinion of Probable Cost for the recommended upgrades.

Town of Oakland Water System Improvements Project

- The Town authorized services for the team to design, permit, bid and provide construction administration for improvements to their existing water system. The improvements were originally recommended in the master plan effort by the team previously performed for the Town. In addition, the team assisted the Town with obtaining a FDEP SRF loan for $1.973 Million to install the water system improvements
- Improvements included: 0.500 million gallon ground storage tank, 3,750 gallon/minute high service pumping (one (1) @750 gpm/two (2) @ 1,500 gpm), 1,415 linear feet of 8-inch replacement raw water main, 217 linear feet of 12-inch new raw water main (on-site piping),
- 170 linear feet of 16 -inch potable water main for discharge connection , 350 square-foot electrical / pump building, Extensive landscape architecture to help screen the ground storage tank, Conversion of the existing passive park to an active park including future splash pad, and SCADA upgrade and Improvements

Haines City New Water Treatment System Upgrades for Control of Disinfection By-Products (DBPs)

- CPH provided complete design and construction management services for treatment system upgrades at WTP No. 1 and WTP No. 2 to control DBPs for compliance with Stage 2 DBP requirements.
- The goal of the Project is to control DBPs to below a target goal of 60 µg/L for trihalomethanes (THMs) and 40 µg/L for haloacetic acids (HAAs).
- The system upgrades consists of the following components: 1) Construct 3,600 gpm Ion-Exchange (IEX) Treatment System to Remove Total Organic Carbon (TOC); 2) Install Mixers in two (2) 500,000 gallon Ground Storage Tanks (GST) to Reduce On-Site Water Age; 3) Refurbish and Replace Chemical Feed Systems to Control Chlorine Dose Rates and 4) Enhance SCADA Instrumentation & Control Improvements to Balance Distribution System Water Quality.

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YINHUI "LUCIDA" XU, PH.D., P.E., BCEE

Project Engineer (Water Supply & Treatment)

14 Total Years of Experience · 14 Years with CPH

Mrs. Xu serves CPH in the capacity of Process Engineer. Her areas of expertise includes water chemistry, water and wastewater treatment plant design, water and wastewater permit applications, Water Supply Facilities Work Plan, water and Wastewater Capacity Analysis, and Consumptive Usage Permit application.

Education

Ph.D. in Civil Engineering, Auburn University
M. S. and B.S. in Environmental Engineering, Donghua University, Shanghai, China

Licenses / Certifications

Professional Engineer – FL (No. 72186)

Publications

- Yinhui Xu, Ying Chun Lee, Jim Hogan, Brian Matthews, etc. "City of Palm Coast Concentrate Recovery and Reuse". Journal Utilities (FES), October 2013
- Yinhui Xu and Dongye Zhao (2007). Water Research, Vol. 41, 2101-2108.
- Yinhui Xu and Dongye Zhao (2006). Industrial and Engineering Chemistry Research, Vol. 45, No. 22, 7380-7387.
- Yinhui Xu and Dongye Zhao (2006). Industrial and Engineering Chemistry Research. Vol. 45, No. 5, 1758-1765
- Yinhui Xu and Dongye Zhao (2005). Environmental Science and Technology. Vol. 39, No. 7, 2369-2375

Similar Project Experience

Sanford WTP No. 2 - Disinfection By-Product Reduction Improvements

- Provided design and CEI services for the improvements at the existing WTP No. 2 to remove organics from the raw water. The improvements include the addition of ozone treatment to reduce hydrogen sulfide levels and six (6) new 40,000 lb. GAC cylinders to removal total organic carbon. The project also included a new chemical storage and pump building, on site piping, new operations building, SCADA/Controls, and demolition of existing cascading aerators.

Palm Coast Water Treatment Plant No. 3

- CPH provided complete design and construction management services for a new water treatment facility and administration offices on a twenty-four acre campus located adjacent to US 1. CPH prepared the initial project scope, budgets, surveys, preliminary and final design, permitted the project with FDEP, FDOT, Army Corp Engineers, Flagler County, City of Palm Coast, and the St. Johns River Water Management District and provided full construction engineering and inspection Services for the project.
- The new water system consists of the following components: 3.0 MGD Low Pressure Reverse Osmosis skids (RO 1.5 MGD), well field system to supply raw water to the Water Treatment Plant, concentrate treatment & disposal system, finished water distribution system to connect to existing distribution system.

Palm Coast WTP No. 2 ZLD

- Design, permitting and construction of a 9.0 MGD capacity wellfield system, a concentrate discharge system to Intra-Coastal Waterway, and a new finished water distribution system.
- Project involved the study and development of a treatment process for recovery of concentrate as drinking water to eliminate discharge of concentrate to surface water

Palm Coast WTP No.3 Concentrate Recovery

- Conducted bench and pilots studies on concentrate recovery and reuse options
- Designed and provided construction services for the WTP No.3 concentrate ozone treatment facilities, including oxygen generator, ozone generator, and ozone injection system, for color reduction prior to sending the contrite to WTP No.1 for recovering as drinking water

Palm Coast WWTP No. 2

- Project involved design and permitting of a new 2 MGD expandable to 6.0 MGD advanced wastewater treatment plant utilizing the new membrane biological reactor process for removal of BOD and nutrients in the wastewater
- Plant provides treatment of wastewater to AWT standards, which allows the reclaimed water to be reused for irrigation of public accessible areas, such as residential areas and golf courses
- The reclaimed water is also permitted to discharge to wetlands as backup disposal method

City of Palm Coast - Master Water/Wastewater Planning/CIP

- Developed the 5-year Capital Improvement Program (CIP) for the past 5 years
- Revenue bonds were used to pay for the purchase and some of the Capital Improvements
- Florida State Revolving Loan Funds were obtained and used to pay for some of the wastewater system improvements
- Connection fees and developer fees were also used to pay for some of the capital improvements
- Engineering services for the utility system valuation, preparation of Facility Planning Report, Valuation Report and the Bond Feasibility Report

cph

BENJAMIN M. FRIES

Project Engineer (Process Design)

34 Total Years of Experience · 34 Years with CPH

Ben serves CPH as a Senior Project Manager and has extensive experience in the planning, design, permitting, construction and management of water, wastewater, water reclamation, biosolids management, wastewater collection/transmission and reclaimed water distribution systems.

Education

M.S.E. in Environmental Engineering, University of Central Florida
B.S.E. in Environmental Engineering, University of Central Florida
Adjunct Professor, UCF (1986 – present), Civil, Environmental and Construction Engineering.

Licenses / Certifications

Engineering Intern (No. 1083ET281)
Certified FE / PE Exam Review Instructor

Key Strengths

- WWTP, WRF and Advanced/ Tertiary Treatment
- Biological Nutrient Removal design and facility optimization and modeling
- Water Reclamation/Reuse Systems
- Wastewater Collection/ Transmission Systems
- Biosolids Stabilization and Residuals Management

Similar Project Experience

Palm Coast WWTP No. 2 – Phase I MBR/BNR Facility

- Selected by the City to provide professional engineering services for the planning, design, permitting and construction engineering, inspection and management (CEIM) of a new 2.0 MGD MBR/BNR treatment facility, expandable to 6.0 MGD.
- The new BNR facility utilizes the MBR process in conjunction with anaerobic, pre-anoxic, nitrification and post-anoxic biological processes to achieve AWT standards. The MBR process requires a much smaller footprint than that of a conventional 5-stage BNR process; a single MBR process tank replaces the re-aeration, secondary clarifier and tertiary filtration processes.

Sanford North WRF - Biological Nutrient Removal (BNR) Expansion

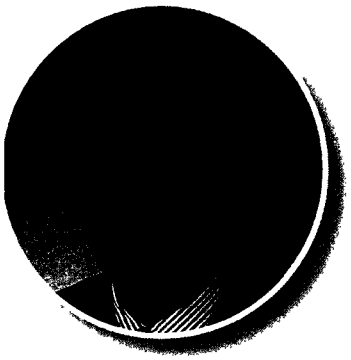
- Selected by the City to evaluate all available nutrient removal technologies (more than 30) to meet the low TN (< 3 mg/L) and TP (< 0.6 mg/L) concentrations mandated by the State of Florida and EPA. The evaluation process was to recommend a cost-effective, energy-efficient and reliable BNR treatment system to meet these mandated effluent requirements.
- Based on a preliminary screening process (first-level), criteria weighting (pair-wise) analysis and a final screening process (second-level), the Integrated Fixed-Film Activated Sludge (IFAS) Process, a highly energy-efficient and automated nutrient removal technology was selected as the "preferred" alternative.
- The Sanford North WRF IFAS BNR improvements consist of the following infrastructure: (1) Integrated Fixed-Film Activated Sludge (IFAS) Process BNR Treatment System (4 treatment trains) consisting of primary anoxic basins (2-stage), aerobic basins, deoxygenation basins, secondary anoxic basins, reaeration basins, internal mixed liquor recycle pumping systems, wastewater step-feed process and associated equipment; (2) turbo blowers (5 units), piping and medium bubble diffusion systems; (3) submersible mixing systems; (4) grit removal system modifications; (5) RAS/WAS pumping system improvements; (6) chemical and supplemental carbon storage/handling facilities; (7) Blower Facility, Electrical Building No. 1 and BNR Chemical Feed Facility Buildings; (10) Master Lift Station improvements; (11) aerobic digestion system improvements; (12) electrical, controls and instrumentation and SCADA system improvements. The Notice to Proceed for this BNR improvements will be issued within the next ten (10) days

City of Largo – Advanced Wastewater Treatment Facility (AWWTF) Biological Treatment Improvements Design-Build Project

- CPH was awarded the design and permitting for the City of Largo's $53 million Wastewater Reclamation Facility (WWRF) Biological Treatment Improvements project as part of a Design/Build Team with CPH as the designer and Kiewit Infrastructure South as the contractor.
- 18 MGD Facility
- CPH's main objective was to reduce the effluent total Nitrogen (TN) Concentration for Surface Waster Discharge based on Facility's Participations in the Tampa Bay Nitrogen Management Consortium (TBNMC)
- CPH's Design Provided: Operational Cost Reductions, Increased Reliability, Electrical Instrumentation System Improvements, and Efficient Natural Biological Process that Uses Less Energy

Sanford South Water Resource Center – Phase II Improvements (BNR Facility)

- The Phase II improvements involved a 1.0 MGD AADF increase in the treatment capacity and the addition of the following infrastructure: (1) tertiary filtration system expansion (third Hydrotech disc filtration unit); (2) chlorine contact chamber expansion; (3) addition of a fourth transfer pump to the "existing" Transfer Pump Station; (4) chemical feed system modification; (5) an "advanced" BNR tuning and control system to provide "enhanced" nutrient removal and reduce power consumption; (6) electrical, controls, instrumentation and SCADA system improvements; (7) stormwater management system improvements; and (8) expansion of the "existing" Operations Building.



DAVE REFLING, P.E., BCEE

Project Engineer (Process Design)

45 Total Years of Experience · 7 Years with CPH

Mr. Refling serves CPH as a Project Manager/Project Designer. His qualifications include extensive experience in the planning, design, and management of water, wastewater, and water reclamation/ reuse systems. Mr. Refling's broad knowledge covers water and wastewater treatment, distribution, and collection systems, effluent reuse and disposal, biosolids management, facility master planning, and water quality. He has special expertise in water reclamation process design, including advanced treatment, biological nutrient removal (BNR) and membrane bioreactor (MBR) systems. He has co-authored more than 25 articles on innovative treatment systems involving BNR, MBR, and water reclamation/reuse.

Education

M.S. in Environmental Engineering,
Johns Hopkins University
B.S. in Physics, University of Wisconsin

Licenses / Certifications

Professional Engineer – FL (No. 31107)

Key Strengths

- WWTP and Advanced/ Tertiary Treatment
- Water Reclamation/Reuse
- Integrated Water Resource Management
- Water/Wastewater/Reuse MasterbPlanning
- Biosolids Stabilization/ Residuals Management

Similar Project Experience

Palm Coast WWTP No. 2 – Phase I MBR/BNR Facility

- Selected by the City to provide professional engineering services for the planning, design, permitting and construction engineering, inspection and management (CEIM) of a new 2.0 MGD MBR/BNR treatment facility, expandable to 6.0 MGD.
- The new BNR facility utilizes the MBR process in conjunction with anaerobic, pre-anoxic, nitrification and post-anoxic biological processes to achieve AWT standards. The MBR process requires a much smaller footprint than that of a conventional 5-stage BNR process; a single MBR process tank replaces the re-aeration, secondary clarifier and tertiary filtration processes.

Sanford North WRF - Biological Nutrient Removal (BNR) Expansion

- Selected by the City to evaluate all available nutrient removal technologies (more than 30) to meet the low TN (< 3 mg/L) and TP (< 0.6 mg/L) concentrations mandated by the State of Florida and EPA. The evaluation process was to recommend a cost-effective, energy-efficient and reliable BNR treatment system to meet these mandated effluent requirements.
- Based on a preliminary screening process (first-level), criteria weighting (pair-wise) analysis and a final screening process (second-level), the Integrated Fixed-Film Activated Sludge (IFAS) Process, a highly energy-efficient and automated nutrient removal technology was selected as the "preferred" alternative.
- The Sanford North WRF IFAS BNR improvements consist of the following infrastructure: (1) Integrated Fixed-Film Activated Sludge (IFAS) Process BNR Treatment System (4 treatment trains) consisting of primary anoxic basins (2-stage), aerobic basins, deoxygenation basins, secondary anoxic basins, reaeration basins, internal mixed liquor recycle pumping systems, wastewater step-feed process and associated equipment; (2) turbo blowers (5 units), piping and medium bubble diffusion systems; (3) submersible mixing systems; (4) grit removal system modifications; (5) RAS/WAS pumping system improvements; (6) chemical and supplemental carbon storage/handling facilities; (7) Blower Facility, Electrical Building No. 1 and BNR Chemical Feed Facility Buildings; (10) Master Lift Station improvements; (11) aerobic digestion system improvements; (12) electrical, controls and instrumentation and SCADA system improvements. The Notice to Proceed for this BNR improvements will be issued within the next ten (10) days

Sanford South Water Resource Center – Phase II Improvements (BNR Facility)

- The Phase II improvements involved a 1.0 MGD AADF increase in the treatment capacity and the addition of the following infrastructure: (1) tertiary filtration system expansion (third Hydrotech disc filtration unit); (2) chlorine contact chamber expansion; (3) addition of a fourth transfer pump to the "existing" Transfer Pump Station; (4) chemical feed system modification; (5) an "advanced" BNR tuning and control system to provide "enhanced" nutrient removal and reduce power consumption; (6) electrical, controls, instrumentation and SCADA system improvements; (7) stormwater management system improvements; and (8) expansion of the "existing" Operations Building.

GERALD M. COX, CGC, CUC

Project Engineer (Process Design)

44 Total Years of Experience · 19 Years with CPH

Jerry serves CPH as a lead in construction inspection/ observation services and quality control. He is a licensed utility and general contractor with over 44 years of experience in the design and construction of industrial, commerical and utility projects. Jerry is proficient at estimating, scheduling, consttruction means & methods and construction management.

Education

B.S. in Building Construction, University of Florida

Licenses / Certifications

Certified General Contractor – FL (No. 010771)
Certified Utility Contractor – FL (No. 051667)

Key Strengths

- Licensed General and Underground Utility Contractor
- Expert in conveyance systems and treatment plants
- Extensive scheduling and cost estimation expertise
- Expertise in: Commercial, Industrial, Infrastructure, Construction Management, Utility Systems, and Value Engineering

Similar Project Experience

City of Palm Coast 6.0 MGD 2.0 MGD Phase I MBR WWTP No. 2

- The proposed Palm Coast WWTP No. 2 will utilize the flat panel MBR process in conjunction with anaerobic, pre-anoxic, nitrification and post-anoxic biological processes to achieve the advanced wastewater treatment standards
- The MBR process requires a much smaller footprint than that of a conventional 5-stage Bardenpho process utilizing re-aeration, secondary clarifier and tertiary filtration following the biological processes. Basically, a single MBR process tank replaces the re-aeration, secondary clarifier and tertiary filtration processes

City of Largo – Advanced Wastewater Treatment Facility (AWWTF) Biological Treatment Improvements Design-Build Project

- CPH was awarded the design and permitting for the City of Largo's $53 million Wastewater Reclamation Facility (WWRF) Biological Treatment Improvements project as part of a Design/Build Team with CPH as the designer and Kiewit Infrastructure South as the contractor.
- 18 MGD Facility
- CPH's main objective was to reduce the effluent total Nitrogen (TN) Concentration for Surface Waster Discharge based on Facility's Participations in the Tampa Bay Nitrogen Management Consortium (TBNMC)
- CPH's Design Provided: Operational Cost Reductions, Increased Reliability, Electrical Instrumentation System Improvements, and Efficient Natural Biological Process that Uses Less Energy

Sanford North WRF - BNR Improvements

- Master Lift Station Rehabilitiation and headworks modifications to accommodate the new BNR system hydraulically and to minimize oxygenation prior to the influent entering the primary anoxic zone
- The interior of each of the four (4) "existing" biological treatment trains (aeration basins) will be reconfigured to accommodate the new BNR sequence: Primary Anoxic Basins No. 1 and No. 2, IFAS (Hybas) Basin, De-Oxygenation Basin, Secondary (Post) Anoxic Basin and Reaeration Basin
- Flow Splitting System – BNR MLSS to Secondary Clarification System, BNR/Secondary clarifier modeling and optimization, RAS/WAS Pumping System replacement and optimization, and Electronic O&M (eO&M) Manual Generation – iPad Platform

Miami Shores Village Central Business District Low Pressure Sewer System (LPSS) and Water Main Improvements

- Responsible for the engineering, design, permitting and inspection to support the construction, installation, testing and commissioning activities associated with the construction of a new Low Pressure Sewer System in the Central Business District of Miami Shores Village with discharge to a new regional Pump Station, as well as the associated grinder stations, water main
- Approximately 3,112 lf of 8-inch internal diameter DIP Force Main.
- New Regional Pump Station that will consist of a wet well application with centrifugal pumps and standby generator and generator building.

Islamorada Village Wide Wastewater System, Design, Build, Operate (DBO)

- CPH's areas of responsibility included the design and permitting of the vacuum collection system
- The project consisted of 43,957 lf of PVC pipe ranging in size from 4-10 -inch.
- The low pressure force main collection systems for Upper Matecumbe Key and Windley Key incorporated connections for approximately 1,755 (UMK) and 678 (WK) equivalent dwelling units (EDU).
- Combined the project consists of 37,410 lf of HDPE pipe ranging in size from 1 1/4-6 -inch.

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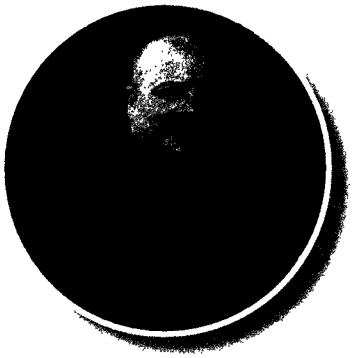

JOSE M. ORTIZ, MCE, P.E.

Structural Engineer

23 Total Years of Experience · 6 Years with CPH

Mr. Aviles serves as CPH's Structural Designer for the firm's work in the United States and Puerto Rico. He has experience in Structural Engineering, Civil Engineering, and Land Surveying.

Education

M.E. in Structural Engineering, Cornell University
B.S. in Civil Engineering, Recinto Universitario de Mayaguez, UPR

Licenses / Certifications

Professional Engineer - FL (No. 67920)
PR (No. 17212)

Key Strengths

- 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

Similar Project Experience

JEA Ponce de Leon WTP Pump Building & Reservoir Replacement

- CPH provided engineering services to JEA for the Ponce de Leon Water Treatment Plant Pump Building and Reservoir Replacement.
- CPH has provided the preliminary and final design services as well as the permitting services. We also provided limited construction administrative services.
- The existing facility has a permitted capacity of 0.865 mgd.
- The goal of our project was to replace the corroded items with materials suitable for the marine environment

JEA – Otter Run Water Treatment Plant Renewal & Replacement

- CPH is providing engineering services to JEA for the Otter Run Water Treatment Plant Renewal and Replacement. This work includes evaluating the existing water treatment facility and recommendations for upgrading the existing plant to include a removal and replacement of the high service pumps, above ground storage tanks, aerator, sodium hypochlorite system and the electrical equipment.

Sanford North WRF - Biological Nutrient Removal (BNR) Expansion

- Conversion of an existing plant to a 7.30 MGD to a IFAS system. CPH provided process evaluation, design, permitting, funding assistance, and CEI services. The new treatment system included primary anoxic basins (2-stage), aerobic basins, deoxygenation basins, secondary anoxic basins, reaeration basins, internal mixed liquor recycle pumping systems, wastewater step-feed process and associated equipment; (2) turbo blowers (5 units), piping and medium bubble diffusion systems; (3) submersible mixing systems; (4) grit removal system modifications; (5) RAS/WAS pumping system improvements; (6) chemical and supplemental carbon storage/handling facilities; (7) Blower Facility, Electrical Building No. 1 and BNR Chemical Feed Facility Buildings; (10) Master Lift Station improvements; (11) aerobic digestion system improvements; (12) electrical, controls and instrumentation and SCADA system improvements.

Town of Oakland Water System Improvements Project

- The improvements were originally recommended in the master plan effort by the team previously performed for the Town
- The improvements include the following: 0.500 million gallon ground storage tank, 3,750 gallon/minute high service pumping (one (1) @750 gpm/two (2) @ 1,500 gpm), 1,415 linear feet of 8-inch replacement raw water main, 217 linear feet of 12-inch new raw water main (on-site piping), 170 linear feet of 16 -inch potable water main for discharge connection, and 350 square-foot electrical / pump building
- Extensive landscape architecture to help screen the ground storage tank and conversion of the existing passive park to an active park including future splash pad
- In addition, the team assisted the Town with obtaining a FDEP SRF loan for $1.973 Million to install the water system improvements.

EDUARDO AVILES, P.E.

Structural Engineer

6 Total Years of Experience · 4 Years with CPH

Mr. Aviles serves as CPH's Structural Designer for the firm's work in the United States and Puerto Rico. He has experience in Structural Engineering, Civil Engineering, and Land Surveying.

Education

M.S. in Structural Engineering, University of Puerto Rico
B.S. in Civil Engineering, University of Puerto Rico
B.S. in Land Surveying, University of Puerto Rico

Licenses / Certifications

Professional Engineer - FL (No. 85877)

Key Strengths

- CADD Design
- 3D Modeling
- SAP 2000
- ETABS
- WinPAS
- Surveying
- Retail

Similar Project Experience

City of Largo – Advanced Wastewater Treatment Facility (AWWTF) Biological Treatment Improvements Design-Build Project

- $53 million Wastewater Reclamation Facility (WWRF) Biological Treatment Improvements project as part of a Design/Build Team with CPH as the designer and Kiewit Infrastructure South as the contractor.
- 18 MGD Facility
- CPH's main objective was to reduce the effluent total Nitrogen (TN) Concentration for Surface Waster Discharge based on Facility's Participations in the Tampa Bay Nitrogen Management Consortium (TBNMC)

Southwest Regional Wastewater Reclamation Facility Nutrient Reduction and Expansion Project – Volusia County

- CPH provided process evaluation, design, permitting, funding assistance, and CEI services. The existing USBF and Orbal process was converted to a 2.70 MGD 4-Stage Bardenpho Process With EQ (Diffused Air). Project met 5/5/3/1 and plant was operational throughout construction. Expansion of the treatment capacity by 1.0 million gallons per day (MGD) based on the State of Florida's established TMDL for nitrate (NO_3^-) that would allow for the restoration and protection of Blue Spring and Blue Spring Run.

JEA – Otter Run Water Treatment Plant Renewal & Replacement

- CPH is providing engineering services to JEA for the Otter Run Water Treatment Plant Renewal and Replacement. This work includes evaluating the existing water treatment facility and make recommendations for upgrading the existing plant to include a removal and replacement of the high service pumps, above ground storage tanks, aerator, sodium hypochlorite system and the electrical equipment.
- CPH will review the site constraints, available plans, record drawing, operation manuals and research existing permits to determine the existing facility characteristics and further facility needs, CPH will be responsible for preparing a report to summarize the findings and recommendations as well as preparing a scope of work to be used in project specifications. CPH will also be responsible for preparing an Opinion of Probable Cost for the recommended upgrades.

JEA Ponce de Leon WTP Pump Building & Reservoir Replacement

- CPH provided engineering services to JEA for the Ponce de Leon Water Treatment Plant Pump Building and Reservoir Replacement.
- CPH has provided the preliminary and final design services as well as the permitting services. We also provided limited construction administrative services.
- The existing facility has a permitted capacity of 0.865 mgd.
- The goal of our project was to replace the corroded items with materials suitable for the marine environment

KURT R. LUMAN, JR., P.E.

Project Engineer (MOT)

21 Total Years of Experience · 20 Years with CPH

Mr. Luman serves the firm of CPH in the capacity of Vice President and Transportation Services 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.

Education

B.S. in Environmental Engineering, University of Central Florida

Licenses / Certifications

Professional Engineer - CT (No. 28902)
Advanced Maintenance of Traffic
NCEES
Critical Structures Construction Issues Course

Key Strengths

- Project Management
- Roadway paving, widening, extensions, new roads; as well as turn lane additions and traffic upgrades
- FDOT guidelines and FDOT LAP
- Signing and Pavement Marking
- Maintenance of Traffic Plans
- Public Involvement

Similar Project Experience

Texas Avenue Utility Improvement Project MOT Plans

- CPH's MOT plan intended for use where work occurred outside the Inwood Consulting Engineers' Roadway MOT plan. CPH's thorough coordination with Inwood found that nearly all the proposed utility work could be accomplished within the currently proposed roadway MOT plan, with only slight modifications to both designs – saving the client from spending more funding to develop extensive utilty-specific MOT plans. Fully detailed plans and detour route developed to allow for direcional boring beneath Texas Avenue and maintaning vehicular and pedestrian access to the local elementary school.

SSA-ESA 36" Water Main and 24" Reclaimed Water Main Project

- The Orange County Utilities SSA-ESA 36" WM and 24"RWM & Re-Pump Station project was to install sizeable upgrades to the existing utility facilities to allow for the continued development of southeastern Orange County, Florida. The utility lines would run beneath four major roadways (J. Lawson Blvd., Lake Nona Blvd., Narcoossee Rd., and Moss Park Rd.) and would cross through two Central Florida Expressway Authority interchanges for the S.R. 417 Toll Road. Furthermore, Lake Nona Blvd. is a City of Orlando, not Orange County, road. As such, a lengthy permitting effort was required to complete the MOT plans, as it involved addressing comments to the satisfaction of all three permitting agencies. Due to the length of the project, the MOT plan was divided into 36 phases. No detours wer possible due to the lack of a suitable grid network in the vicinity to carry the traffic. Therefore, two-way traffic had to be maintained on every roadway. For Moss Park Rd., Narcoossee Rd., and J. Lawson Blvd. this meant single and double lane closures in order for the pipelines to travel beneath the lanes or cross through the intersections. The MOT plan for Lake Nona Blvd. was the most extensive. A four-lane, divided roadway, Lake Nona Blvd. had to be converted to a two-lane undivided road for this MOT plan because the only position available to fit the pipes was directly beneath the northbound lanes. All traffic was shifted over to the southbound lanes by means of temporary diversion crossovers of the median.

W. Central Blvd. Sanitary Sewer Replacement and Streetscape Design/Build

- Project included Fully Detailed Lane Closure Plans for Central Blvd. at the I-4 overpass Phased Road, Closures and Detours for Central Blvd. and all intersecting streets Dedicated Pedestrian detours, All MOT plans had to accommodate simultaneous Roadway and overhead and undergound utility work, MOT plan development and implementation required extensive coordination between FDOT, City of Orlando, SGL, CPH, and the CMAR contractor.

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JOSEPH M. LOFASO, JR., P.E.

Project Engineer (MOT)

6 Total Years of Experience · 5 Years with CPH

Mr. LoFaso serves CPH as a Project Engineer in the Transportation Department. He is responsible for data collection, processing and analysis on our roadway and traffic projects. He excels at design, cost estimation and scheduling. Previous to joining CPH, Mr. LoFaso worked with the City of Orlando in their Transportation Engineering Division as a Signalized Systems Technician. He was responsible for analyzing and interpreting automobile crash data, performing field reviews of existing signalized intersections for compliance with current FDOT and MUTCD criterion, designed and fabricated street signs, and collecting and analyzing traffic data.

Education

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

Licenses / Certifications

Professional Engineer - FL (No. 88718)
FDOT AMOT No. 6082
FDEP Stormwater Inspector No. 32531

Key Strengths

- Project Management
- Roadway paving, widening, extensions, new roads; as well as turn lane additions and traffic upgrades
- FDOT guidelines and FDOT LAP
- Signing and Pavement Marking
- Maintenance of Traffic Plans
- Public Involvement

Similar Project Experience

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- Project included Fully Detailed Lane Closure Plans for Central Blvd. at the I-4 overpass Phased Road, Closures and Detours for Central Blvd. and all intersecting streets Dedicated Pedestrian detours, All MOT plans had to accommodate simultaneous Roadway and overhead and undergound utility work, MOT plan development and implementation required extensive coordination between FDOT, City of Orlando, SGL, CPH, and the CMAR contractor.

THOMAS J. GALLOWAY, PSM

Project Surveyor

30 Total Years of Experience · 19 Years with CPH

Mr. Galloway has over 30 years of experience in the surveying and mapping profession, and has a Bachelor of Science of Surveying and Mapping from the University of Florida. His experience ranges from working in the field and office on small to large development projects, to serving as Party Chief/Survey CADD Technician, Project Manager and Survey Manager. Mr. Galloway has served as Principal and Director of the Surveying Division of the firm since its establishment in 2001. He has overseen the department's growth from two survey crews to managing the current seven survey crews. Additionally he has been personally involved in over 2,500 surveys while at CPH.

Education

B.S. in Surveying and Mapping, University of Florida

Licenses / Certifications

Professional Surveyor & Mapper -
FL (No. LS6549)
NCEES Council #1291)

Key Strengths

- Surveying and Management
- Highway Projects
- Land Development
- Commercial and Private Projects
- Municipal Projects

Similar Project Experience

City of Largo – Advanced Wastewater Treatment Facility (AWWTF) Biological Treatment Improvements Design-Build Project

- CPH was awarded the design and permitting for the City of Largo's $53 million Wastewater Reclamation Facility (WWRF) Biological Treatment Improvements project as part of a Design/Build Team with CPH as the designer and Kiewit Infrastructure South as the contractor.
- 18 MGD Facility
- CPH's main objective was to reduce the effluent total Nitrogen (TN) Concentration for Surface Waster Discharge based on Facility's Participations in the Tampa Bay Nitrogen Management Consortium (TBNMC)
- CPH's Design Provided: Operational Cost Reductions, Increased Reliability, Electrical Instrumentation System Improvements, and Efficient Natural Biological Process that Uses Less Energy

Simpson Road 30" Water Main Project

- TWA needed to extend a 30" water main from their Parkway Water Treatment Plant north along Simpson Road to just south of Boggy Creek Road. The water main route had significant crossings of both US Highway 192 and the Florida Turnpike.
- This phase of the Project consisted of approximately 5,300 l.f of conventionally installed Ductile Iron 30" water main Right of way, 1,080 l.f. of 30" fusible PVC installed within 1,060 l.f of directionally drilled 36" fusible PVC casing pipe across the Florida Turnpike.

Southwest Regional Wastewater Reclamation Facility Nutrient Reduction and Expansion Project – Volusia County

- CPH provided process evaluation, design, permitting, funding assistance, and CEI services. The existing USBF and Orbal process was converted to a 2.70 MGD 4-Stage Bardenpho Process With EQ (Diffused Air). Project met 5/5/3/1 and plant was operational throughout construction. Expansion of the treatment capacity by 1.0 million gallons per day (MGD) based on the State of Florida's established TMDL for nitrate (NO_3^-) that would allow for the restoration and protection of Blue Spring and Blue Spring Run.

Highlands Gravity Sewer and Water Main Replacement

- Replaced approximately 9,500 ft. each of aged gravity sewer and small diameter water main
- Also included a sewer and roadway repair
- Over 240 service connections within the projects residential streets that required both new water and sewer connections
- Responsible for the reconstruction of existing streets, including construction of stormwater inlets and storm sewers, replacement of sanitary sewers and laterals, installation of new water mains, construction of new concrete curb, and roadway reconstruction

RANDALL L. ROBERTS, PSM

Project Surveyor

46 Total Years of Experience · 16 Years with CPH

Mr. Roberts has more than 46 years of experience and serves the firm of CPH as a Quality Control Survey Manager. Prior to joining CPH, he worked in the Central Florida area and performed boundary, topographic, route, mortgage and as-built surveys, along with preparing subdivision plats, wetland location and FEMA elevation certificates. Mr. Roberts also has experience with utility route surveys including the following: Lake Bryan 69kv line for Florida Power Corporation transmission line through 7 miles in Orange County; and Altamonte 115kv line for Florida Power Corporation transmission line through 11 miles in Seminole County.

Education

Surveying Program, College of Engineering, University of Florida with Honors, 1975

Licenses / Certifications

Professional Surveyor & Mapper – FL (No. LS3144)
NCEES Council #1419

Key Strengths

- Surveying and Management
- Highway Projects
- Land Development / Commercial and Private Projects
- Municipal Projects
- Subdivision Plats and Lot Surveys
- Sectional Retracement

Similar Project Experience

Sanford 1st Street Streetscape Improvements (FDOT LAP)
- Streetscape design package for a 6 block section of historic First Street (approximately 0.40 miles)
- Designed the roadway, landscape, architecture, and utility plans and prepared specifications for the complete reconstruction of the roadway, including several utility upgrades
- LAP Funded and extensive coordination with FDOT
- Responsible for detailed maintenance of traffic plans and utility relocations
- The team used its in-house 3D survey team to provide right-of-way surveys, while minimizing impacts to traffic and to provide a "virtual tour" of existing conditions and the proposed improvements during the public relations effort

Area IV Well Outfitting and Raw Water Transmission Main- Phase I and II
- Phase I- Drilling of 5 water supply production wells, 3 saline water monitoring wells, outfitting of 6 production wells, and construction of approximately 72,000 l.f. of new raw water transmission main (16-20-inch diameter pipeline) from the City's Mourning Dove Water Treatment Plant to the Area IV well field
- Phase II- Well drilling of 8 production wells and 1 saline water monitoring well, conversion of 1 test well to a production well, and well outfitting of 9 production wells
- Additionally, the project included the construction of approximately 18,975 linear feet of raw water transmission main from the north end of the existing Area IV Phase 1 Wellfield (near well 408) to each of the Area IV Phase 2 production wells (Wells WR-1 through WR-9)

Sanford North WRF Reclaimed Water Augmentation System
- The reclaimed water augmentation facility has a design capacity of 7.3 MGD.
- Assisted the City in obtaining low interest construction loans through the SRF program as well as a matching grant from the US EPA.
- The final augmentation system improvements include the following improvements: Lake Water Pumping Station and screening facilities, Fifteen (15) deep-bed, continuous backwashing, upflow tertiary filters, 2.0 MG reclaimed water ground storage tank, SCADA system improvements, Ancillary filtration and chemical feed equipment involving the installation of two (2) 4.0 MGD ACTIFLO Treatment Units

Seminole Wekiva Trail, Phase IV (FDOT LAP)
- Provided civil, survey, landscape architecture, permitting
- Project consisted of 2.5 Mile Multi-Use Path/14' Wide
- LAP Funded and extensive coordination with FDOT
- Coordination with multiple municipalities

SR-50 Utility Relocation Project
- Provided improvements to over 13 miles of the water distribution system and wastewater collection and transmission system within the SR-50 Corridor, one of the busiest roads in Central Florida – which is being expanded from 4-lanes to 6-lanes
- The utility improvements include building new facilities as well as the removal of facilities in conflict with the FDOT roadway design

SR-426 Utility Relocation Project
- Constructed in conjunction with the FDOT widening project of 1.2 miles of SR-426 and was constructed as a Joint Project Agreement (JPA).
- Relocation of 10-inch water main along SR-426 that was in conflict with FDOT's improvements. The existing 10-inch water main was replaced with a 16-inch.
- Installation of a new wastewater system in the area consisting of over 4,000 ft. of a gravity sewer lines ranging from 8-inch to 15-inch and a new master lift station and 1,300 ft. of a 10-inch force main including a 270 ft. directional drill under Red Bug Lake Road.

cph

PAUL J. KATREK, PSM

Project Surveyor

28 Total Years of Experience · 14 Years with CPH

Mr. Katrek has more than 28 years of experience in the surveying and mapping profession. His experience ranges from working in the field and office on small to large development projects, to serving as an Instrument man, Party Chief/Survey CADD Technician, Project Manager and Survey manager. Mr. Katrek is proficient in the use of computer software programs and field equipment such as: AutoCAD Land Development Desktop, TDS-Data Collection hardware and software, Topcon & Leica total stations, Trimble Post Processing Software, Leica GPS Equipment, and C & G Software.

Education

A.S. in Architecture & Building Technology with Honors

Licenses / Certifications

Professional Surveyor & Mapper – FL (No. LS6233)
Professional Land Surveyor – PR (No. 23386)
NCEES Record No. 1342

Key Strengths

- Surveying and Management
- Highway Projects
- Land Development/ Commercial and Private Projects
- Municipal Projects

Similar Project Experience

Southwest Regional Wastewater Reclamation Facility Nutrient Reduction and Expansion Project – Volusia County

- CPH provided process evaluation, design, permitting, funding assistance, and CEI services. The existing USBF and Orbal process was converted to a 2.70 MGD 4-Stage Bardenpho Process With EQ (Diffused Air). Project met 5/5/3/1 and plant was operational throughout construction. Expansion of the treatment capacity by 1.0 million gallons per day (MGD) based on the State of Florida's established TMDL for nitrate (NO_3^-) that would allow for the restoration and protection of Blue Spring and Blue Spring Run.

Palm Coast WTP No. 3

- New 3 MGD water treatment plant utilizing the LPRO treatment technology to treat the confined surficial aquifer water
- Plant was designed to facilitate expansion from 3 MGD to 9 MG
- Chemical storage building (4,500 sq. ft.)
- Operation building designed included the laboratory, training rooms, administration offices & locker rooms (6,500 sq. ft.)
- The building was designed to accommodate both the water treatment staff as well as future wastewater personnel

City of Sanford's Water Treatment Plant No. 2 – Disinfection By-Product Reduction Improvements

- CPH provided the design of improvements to the City of Sanford's Water Treatment Plant No. 2.
- The improvements were part of an overall project being funded through FDEP # DW590120, to comply with the stage 2 of the Disinfection By-Products Rule.
- Water Plant No. 2 is rated for 4.6 MGD ADF and furnishes conventional aeration and disinfection treatment prior to distribution to Sanford's water customers.
- The improvements were designed to remove the organics from the raw water, which were identified as precursors of disinfection by-products (TTHM's)

Gravity Package 2 – Chickasaw Woods, East Orlando, Orlando Terrace/Azalea Park, Azalea Cove, Gatlin Heights, Cimarron Drive

- CPH performed an evaluation of the existing gravity sanitary sewer systems of the Chickasaw Woods subdivision and some outlying neighborhoods.
- The project included 16,300 lineal feet of 8" CIPP sanitary sewer lining, 1,600 LF of 8" sewer replacement, 2,200 lf of 6" forcemain replacement, replace 7 manholes, seal and recoat 82 manholes, 50 sewer lateral lining or replacements, replacement of 2,500 LF of 4" to 8" water main and the construction of the a new duplex pump station.
- The project also included roadway replacement due to sewer relocations occurring mostly in paved roadways.
- CPH also provided construction administration services.

AMY E. DALY, LEED AP

Environmental Scientist

27 Total Years of Experience · 16 Years with CPH

Mrs. Daly serves CPH as principal environmental scientist. She has 27 years of environmental consulting experience with project management, environmental resource assessments, wetland delineation, permitting, mitigation design and implementation, land management, habitat mapping, jurisdictional determinations, wetland functional analyses, protected wildlife surveys and management programs, field survey design and habitat restoration, tortoise surveys, permitting and relocation including commensal species. Mrs. Daly has served as an expert witness on various environmental matters for condemnation proceedings.

Education

M.B.A., FMU, Summa Cum Laude
B.S. in Biological Sciences, Florida State University

Licenses / Certifications

U.S. Army Corps of Engineers Wetland Delineator, FDEP Certified Stormwater Inspector, Prescribed Burner, Authorized Gopher Tortoise Agent (GTA -09-00145), LEED Accredited Professional

Key Strengths

- 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

cph

Similar Project Experience

Southwest Regional Wastewater Reclamation Facility Nutrient Reduction and Expansion Project – Volusia County

- CPH provided process evaluation, design, permitting, funding assistance, and CEI services. The existing USBF and Orbal process was converted to a 2.70 MGD 4-Stage Bardenpho Process With EQ (Diffused Air). Project met 5/5/3/1 and plant was operational throughout construction. Expansion of the treatment capacity by 1.0 million gallons per day (MGD) based on the State of Florida's established TMDL for nitrate (NO_3^-) that would allow for the restoration and protection of Blue Spring and Blue Spring Run.

SSA-ESA 36" Water Main and 24" Reclaimed Water Main Project

- Orange County Utilities (County) recently selected CPH for design, bidding, and construction services for seven miles of both a 36-inch Potable Water Main and a 20-inch Reclaimed Water Main.
- The project includes the installation of approximately 7 miles of parallel 36-inch potable water main and 24-inch reclaimed water main from J. Lawson Blvd. to Moss Park Rd via a combination of directional drill, jack and bore, and open-cut installation.

Simpson Road 30" Water Main Project

- TWA needed to extend a 30" water main from their Parkway Water Treatment Plant north along Simpson Road to just south of Boggy Creek Road. The water main route had significant crossings of both US Highway 192 and the Florida Turnpike.
- This phase of the Project consisted of approximately 5,300 l.f of conventionally installed Ductile Iron 30" water main Right of way, 1,080 l.f. of 30" fusible PVC installed within 1,060 l.f of directionally drilled 36" fusible PVC casing pipe across the Florida Turnpike.

Palm Coast WWTP No. 2 – Phase I MBR/BNR Facility

- Selected by the City to provide professional engineering services for the planning, design, permitting and construction engineering, inspection and management (CEIM) of a new 2.0 MGD MBR/BNR treatment facility, expandable to 6.0 MGD.
- The new BNR facility utilizes the MBR process in conjunction with anaerobic, pre-anoxic, nitrification and post-anoxic biological processes to achieve AWT standards. The MBR process requires a much smaller footprint than that of a conventional 5-stage BNR process; a single MBR process tank replaces the re-aeration, secondary clarifier and tertiary filtration processes.

Palm Coast WTP No. 3

- New 3 MGD water treatment plant utilizing the LPRO treatment technology to treat the confined surficial aquifer water
- Plant was designed to facilitate expansion from 3 MGD to 9 MG
- Chemical storage building (4,500 sq. ft.)
- Operation building designed included the laboratory, training rooms, administration offices & locker rooms (6,500 sq. ft.)
- The building was designed to accommodate both the water treatment staff as well as future wastewater personnel

AARON P. MOORE, PWS

Environmental Scientist

20 Total Years of Experience · 15 Years with CPH

Mr. Moore serves CPH as an Environmental Scientist, and he has over 20 years of experience with wetland delineations, habitat mapping, environmental and functional assessments, wetland mitigation monitoring, protected species surveys, monitoring and permitting, and environmental resource permitting. He has also participated in wetland mitigation planning, municipal project review and eminent domain cases. Mr. Moore has extensive experience with all aspects of environmental permit process.

Education

B.S. in Biology, Minor Studies in Chemistry, University of Central Florida

Licenses / Certifications

Professional Wetland Scientist Certification- #2440
Authorized Gopher Tortoise Agent (GTA-09-00125A)
SWFWMD Soils Identification Course, Florida United Mitigation Assessment Methodology Course, U.S. Army Corps of Engineers Wetland Delineation

Key Strengths

- 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

Similar Project Experience

City of Lake Alfred Wellfield Permitting & Compliance Monitoring
- Project scientist responsible for the permitting, renewing the WUP, Wetland Impact Assessment and monitoring the wellfield for the City of Lake Alfred
- Monitoring involves data logger water level collection, piezometer installation, rainfall data collection and analysis, statistical analysis of the data, photographic monitoring, quantitative and qualitative assessments, hydrograph production and annual/bi-annual reporting to regulating agencies

City of Oviedo Wellfield Compliance Monitoring
- Project scientist responsible for the permitting, renewing the WUP, Wetland Impact Assessment and compliance monitoring for the City of Oviedo's wellfield
- Monitoring involves data logger water level collection, piezometer installation, rainfall data collection and analysis, photographic monitoring, statistical data analysis, quantitative and qualitative assessments, hydrograph production and annual/bi-annual reporting

City of Edgewater CUP Compliance Monitoring
- Conducted vegetative & photographic monitoring, water level measurements, data management and analysis, and report preparation
- Project involved well installation, coordination with landowners and SJRWMD, survey and ecological monitoring services for the wellfield development.
- Responsible for conducting all monthly water level monitoring events and submitting comprehensive annual reports and bi-annual water level data reports to SJRWMD.

Mill Creek Storage Pond
- The Mill Creek Storage Pond site was originally constructed in 1999 to provide fill for the extension of the Greenway through the City of Sanford.
- CPH designed and performed all ecological analyses including species surveys, wetland functional assessments (UMAM and HEP), wetland delineation, historical permitting research, and hydrology studies in order to propose a hydroperiod that would facilitate the City's ability to meet their water storage need while providing hydrology to the existing mitigation areas as previously permitted by the SJRWMD.

Gee Creek Erosion Control Project – Phases 2, 3 and 4
- Scientist responsible for environmental services and permitting for this stormwater improvement and erosion control project for Gee Creek bank stabilization.
- CPH Environmental completed project certification with the ACOE and SJRWMD.
- Scientist responsible for land use/habitat mapping, wetland delineation and a wildlife survey in support of project permitting.
- Prepared wetland avoidance and minimization narrative, UMAM analysis, environmental portions of permit applications, mitigation design and conducting agency coordination to acquire permits from the U.S. Army Corps of Engineers and SJRWMD permits.

North Peninsula State Park Saltmarsh Restoration
- Designed and constructed 34 acres of saltmarsh restoration for the North Peninsula State Park.
- Assisted with the restoration of the saltmarsh including gopher tortoise survey, permitting & relocation.

Education
Architectural/Structural
AutoCAD Diploma,
St Augustine Technical Center

Licenses / Certifications
FDOT Asphalt Paving
Technician, Level I & II
Intermediate Maintenance of
Traffic

CLINT T. IANNOTTI

CA / CEI

23 Total Years of Experience · 21 Years with CPH

Similar Project Experience

Palm Coast WTP No. 3
- New 3 MGD water treatment plant utilizing the LPRO treatment technology to treat the confined surficial aquifer water
- Plant was designed to facilitate expansion from 3 MGD to 9 MG
- Chemical storage building (4,500 sq. ft.)
- Operation building designed included the laboratory, training rooms, administration offices & locker rooms (6,500 sq. ft.)
- The building was designed to accommodate both the water treatment staff as well as future wastewater personnel

Cigar Lake Pump Station
- Performed design, permitting and construction services for a reclaimed water pump station for the City of Palm Coast
- The pump station consists of a 40' x 76' building including a pump room, an electrical room, and a chemical feed room. Included in the pump room are three horizontal split case centrifugal pumps, tumble disk filter system, an air compressor, and a vacuum system for the pump priming
- The chemical feed room has two 500 gallon storage tanks for sodium hypochlorite and a chemical feed pump skid
- The pump stations ultimate capacity is designed for 10 MGD ADF

Education
B.S. in Civil Engineering,
University of Central Florida

Licenses / Certifications
Professional Engineer – FL
(No. 70947)

LAWRENCE O. PULTZ, P.E.

Project Engineer (CA / CEI)

17 Total Years of Experience · 17 Years with CPH

Similar Project Experience

Eustis Eastern WTP
- Phase I included wells No. 1 and 2, a 15,000 gallons hydropneumatic tank, approximately 1,500 LF of 12-inch raw watermain, approximately 2,000 LF of 20-inch distribution system main
- Phase II included expansion of the electrical/pumps operations building, additional site fencing, a 250,000 gallon ground storage tank, and two 1,500 gpm high service pumps

City of Eustis - Grand Island Booster Station
- Design, permitting and construction administration
- 2.16 MGD peak flow pumping station
- Included a 0.5 MG ground storage tank, two 1,500 gpm high service pumps, 1,200 LF of 16-inch water line extension

Casselberry - Hunterfield Booster Station
- Design included a 250,000 gallon reinforce concrete ground storage tank, two 1,500 gallon per minute high service pumps with 100 horsepower motors, and a disinfection system that included two sodium hypochlorite pumps mounted on a skid and solution tanks
- Included full electrical provisions to power the equipment, and instrumentation for monitoring and control of the equipment (SCADA)
- Special design features included designing and constructing the façade of the building to look like other homes in the community, and ensure that the facility blends in with the surrounding properties

DONALD E. MCKENNA

Sr. GIS Analyst

36 Total Years of Experience · 14 Years with CPH

Mr. McKenna serves CPH as Senior GIS Analyst in Environmental Services, with over 36 years of experience in the Civil Engineering field, as well as Mapping, with the last 14 years in Geographic Information Systems, GIS. Mr. McKenna has a wide range of experience in both the public and private sectors concerning Civil Engineering Design, Construction Project Management, remote sensing, GIS Mapping and Technical support for Water Quality Sampling Devices.

Education

- Post Baccalaureate Graduate Certificate in Geographic Information Systems, Pennsylvania State University
- B.A. in Geography/Earth Science, Framingham State College

Licenses & Certifications

- Certified Geographic Information Systems Professional (GISP)

Key Strengths

- Geographic Information Systems/Mapping
- Geography
- Civil engineering
- Computer aided design CAD
- Remote Sensing
- Spatial Analysis

Similar Project Experience

City of Titusville - Area IV Wellfields & Raw Water Transmission Main
- Prepare graphics to identify the protected species and wetlands, production wells, monitoring wells, raw water mains, wetland impacts, species surveys, avoidance, & minimization efforts to permit wellfield expansion.

Palm Coast - Wellfield (40,000 acres)
- Prepare graphics demonstrating the location of production wells, monitoring wells, predicted drawn-down, and raw water mains to assist with CUP permitting.

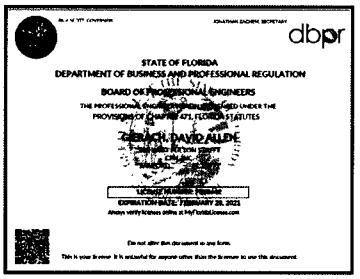
Most Precious Blood Catholic Church (60 acres)
- Prepared graphics for feasibility study, species surveys, permitting, mitigation design, and post permit compliance monitoring.

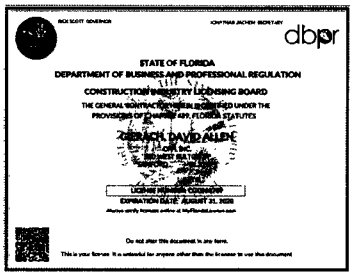
City of Palm Coast, Citation Blvd. & Old Kings Road
- Obtained data from survey team, environmental team, and the City to create graphics to clearly communicate the permitting objective.

City of Mt. Dora Lighthouse Point Dredging Project
- Obtained data from survey team, environmental team, and the City to create graphics to clearly communicate the permitting objective.
- Permitting and designing of dredging in an area of Lake Dora to remove accumulated sediments as part of a stormwater improvement project.
- Prepared permit sketches depicting the existing condition, proposed condition, cross sections depicting the volume of sediment proposed for removal and prepared an BMP protocol.

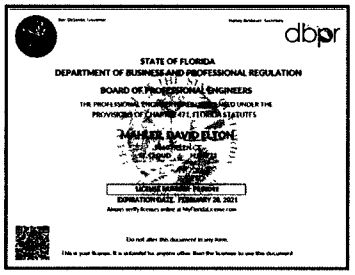
1E. CERTIFICATIONS AND REGISTRATIONS

DAVID A.GIERACH, P.E., CGC

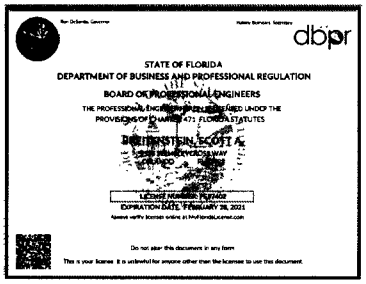




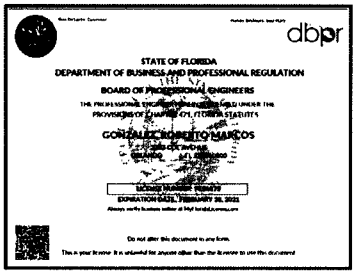
DAVID E. MAHLER, P.E.



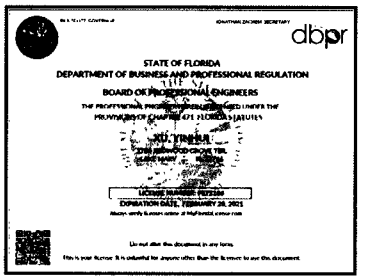
SCOTT A. BREITENSTEIN, P.E.

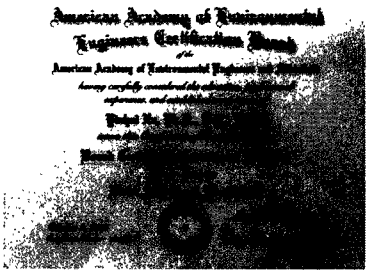


ROBERTO GONZALEZ, P.E.

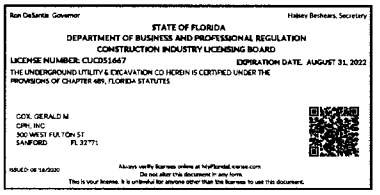


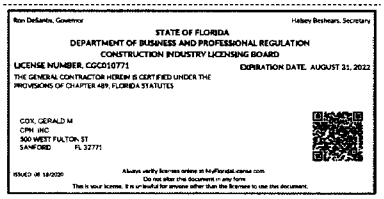
YINHUI (LUCIDA) XU, PH.D., P.E., BCEE



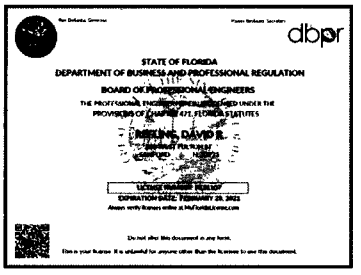


GERALD M. COX, CGC, CUC

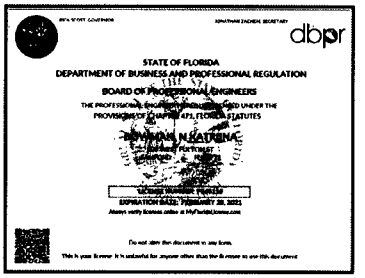


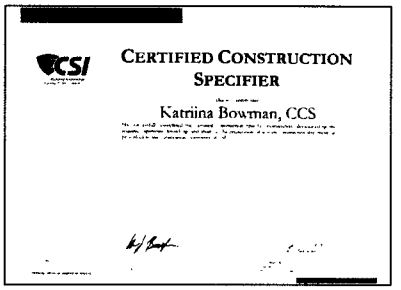


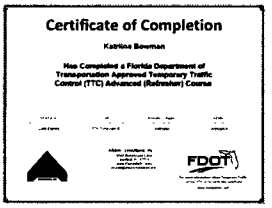
DAVE REFLING, P.E., BCEE N.



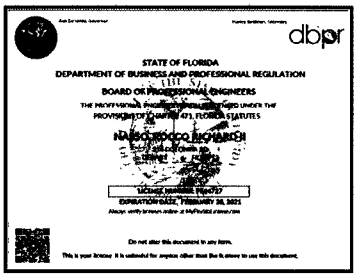
KATRIINA BOWMAN, P.E., CCS



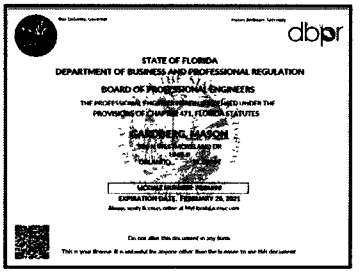




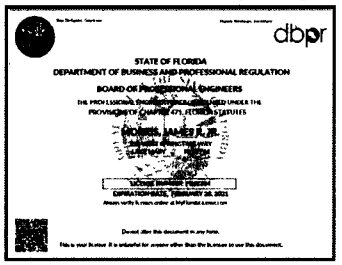
ROCCO R. NASSO, P.E.



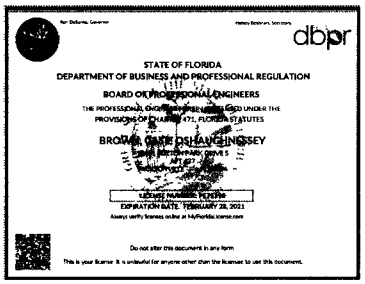
MASON GARDBERG, P.E.



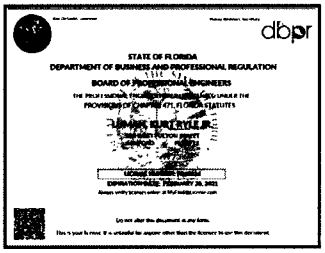
JAMES R. MORRIS, JR., P.E.

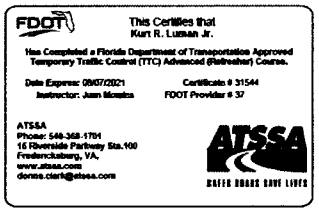


CASIE O. BROWN, P.E.

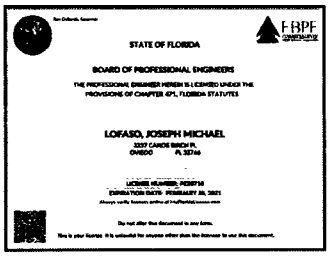


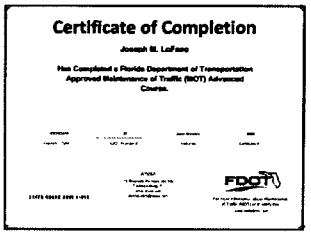
KURT R. LUMAN, JR., P.E.



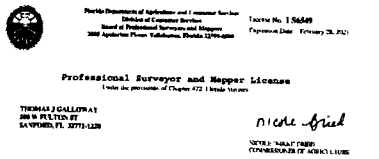


JOSEPH M. LOFASO, JR., P.E.

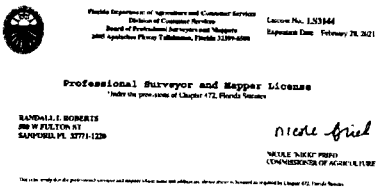




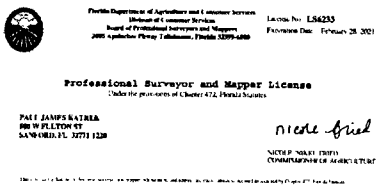
THOMAS J. GALLOWAY, PSM



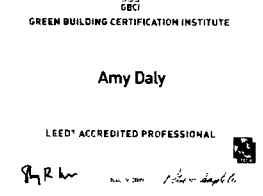
RANDALL L. ROBERTS, PSM



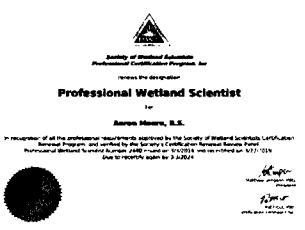
PAUL J. KATREK, PSM



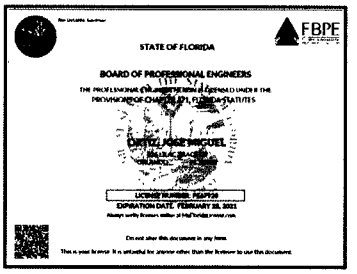
AMY E. DALY, LEED AP



AARON P. MOORE, PWS

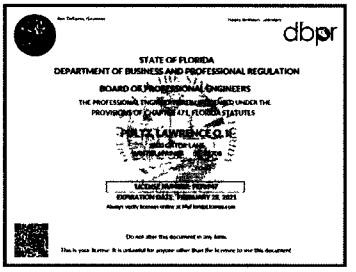


JOSE M. ORTIZ, MCE, P.E.

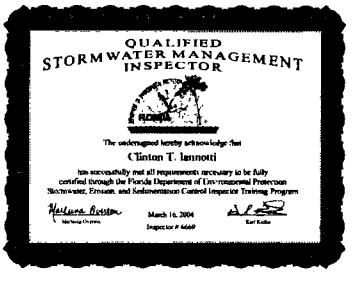


EDUARDO AVILES, P.E.

LAWRENCE O. PULTZ II, P.E

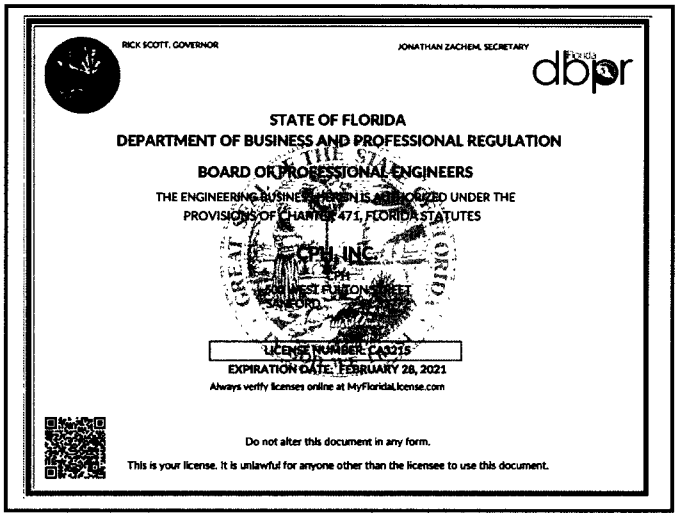


CLINT T. IANNOTTI



CPH LICENSES

PROFESSIONAL ENGINEERS



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

CPH, INC.

LICENSE NUMBER: CA3215

EXPIRATION DATE: FEBRUARY 28, 2021

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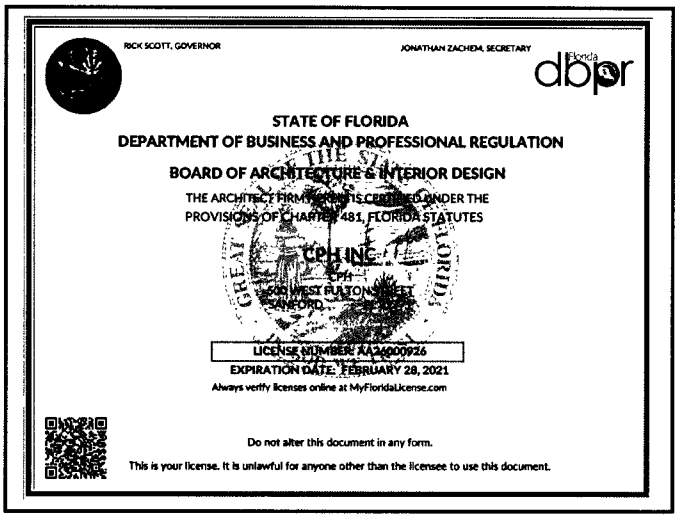
ARCHITECTURE



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT FIRM HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

CPH, INC.

LICENSE NUMBER: AA26000926

EXPIRATION DATE: FEBRUARY 28, 2021

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State of Florida
Department of State

I certify from the records of this office that CPH, INC. is a corporation organized under the laws of the State of Florida, filed on March 6, 1981.

The document number of this corporation is F22258.

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 January 4, 2021, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourth day of January, 2021

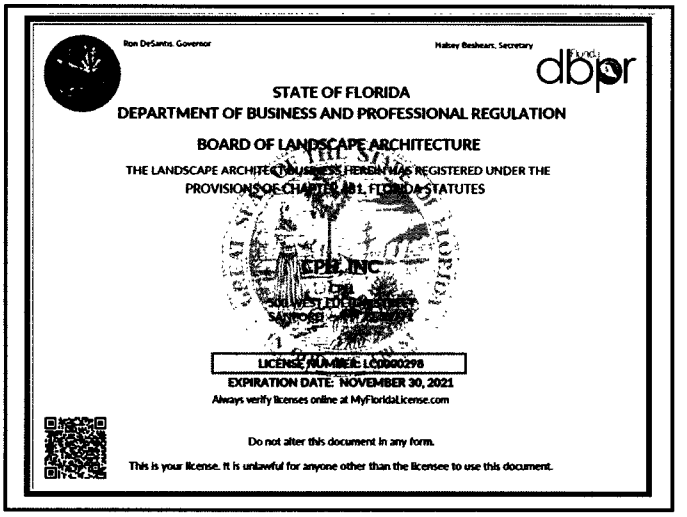
Secretary of State

Tracking Number: 6116061422CC

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

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

LANDSCAPE ARCHITECTS



Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECTURAL BUSINESS HEREIN WAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

CPH, INC.

LICENSE NUMBER: LC0000298

EXPIRATION DATE: NOVEMBER 30, 2021

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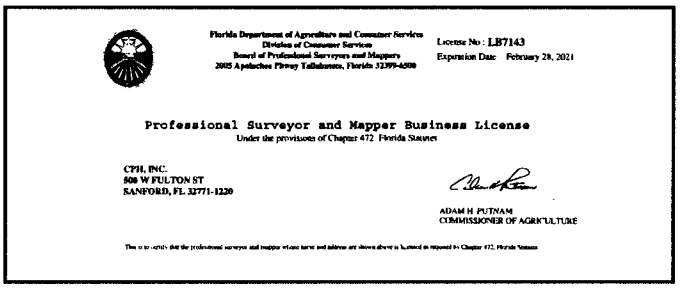
SURVEYORS & MAPPERS



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

License No.: LB7143
Expiration Date: February 28, 2021

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

CPH, INC.
500 W FULTON ST
SANFORD, FL 32771-1220

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

1F. SUBCONSULTANTS

Bailey Engineering Consultants, Inc. (BEC)
Role: Electrical Engineering / I&C / SCADA
10620 Griffin Road, Suite 202
Cooper City, FL 33328

Bailey Engineering Consultants, Inc. is a multi-disciplined consulting engineering firm specializing in electrical, instrumentation and SCADA system design. We provide consulting engineering services to the public and private sectors with preferential services for municipal and governmental clients. Our staff's electrical experience includes electrical and instrumentation system designs for industrial plants, specifically Water and Wastewater Treatment Facilities located throughout the state of Florida. Our electrical distribution system experience covers the full range up to 4,160 volt distribution systems as well as standby generator systems. Our instrumentation systems design experience includes SCADA and PC based systems, as well as numerous traditional plant monitoring and control panel designs. Our design experience encompasses computer/PLC controlled systems utilizing SCADA based systems for interfacing to remote locations, as well as hard wired relay controlled custom solutions.

Electrical Design Associates, Inc. (EDA)
Role: Electrical Engineering / I&C / SCADA
8401 Lake Worth Road, Suite 221
Lake Worth, FL 33467

Electrical Design Associates, Inc. is a small sized consulting engineering firm specializing in electrical and instrumentation design for water and wastewater facilities. We provide consulting engineering services primarily to the public sectors. Our staff's electrical experience includes electrical and instrumentation system designs for industrial plants, specifically Water and Wastewater Treatment Facilities located throughout the state of Florida. Our electrical distribution systems experience covers the full range up to 4,160 volt distribution systems as well as standby generator systems. Our instrumentation systems design experience includes SCADA and PC based systems, as well as numerous traditional plant monitoring and control panel designs. Our design experience encompasses computer/PLC controlled systems utilizing SCADA based systems for interfacing to remote locations, as well as hard wired relay controlled custom solutions.

Connect Consulting, Inc. (CCI)
Role: Hydrogeology / Wells
19505 NW 184 Terrace
High Springs, FL 32643

CCI is a private and progressive hydrogeologic firm dedicated to providing innovative and economical solutions for our clients hydrogeologic and water resource planning issues. CCI's ground water supply projects have ranged from preliminary well siting with aquifer testing and evaluation to detailed wellfield design and construction. One of CCI's areas of water supply expertise is in investigating and developing alternative water sources (AWS) such as the Floridan aquifer as a source of potable water. An important strength of CCI is our experience and relationships with the staff of the five Water Management Districts (WMDs) throughout Florida. CCI has successfully negotiated a variety of technical issues related to water supply planning and implementation on behalf of our clients within the jurisdictions of most of the WMDs. Over the past 25 years, CCI has developed over two billion gallons per day of drinking water well field capacity, completed numerous Consumptive Use Permit applications that included the development of supporting ground water models, and deep injection wells. In addition, we has worked on many specialty projects such as Aquifer Storage and Recovery (ASR), consumptive water use projects, ground water modeling efforts and projects with unique geologic/hydrogeologic site conditions.

Geotechnical and Environmental Consultants, Inc. (GEC)
Role: Geotechnical
919 Lake Baldwin Lane
Orlando, FL 32814

GEC has provided geotechnical engineering support throughout Central Florida, for over twenty-seven years, covering complex highway projects such as PD&E studies, design and design/build. GEC's core services include geotechnical engineering for highway and bridge design, contamination screening and assessment, and construction phase services, including pile driving inspection and materials testing and inspection. GEC's depth of experience and large technical staff ensure streamlined development of the geotechnical scope of services, field investigation, and laboratory testing and reporting.

GEC is prequalified in FDOT Work Groups 9.1, 9.2, 9.3, 9.4, 9.5 (Soils Exploration, Material Testing and Foundations) and 10.3 (Construction Materials Inspection). GEC technical staff is thoroughly familiar with FDOT requirements, procedures and expectations for consultant performance.

Quest Corporation of America (QCA)
Role: Public Involvement
17220 Camelot Court
Land O' Lakes, FL 34638

At Quest, we've maintained a reputation for providing high-quality, professional creative products and communications services to educational and various state departments, federal and municipal agencies, and to some of the largest engineering and construction companies throughout the United States. We believe our goals are to build better relationships with the societies in which we operate, to initiate open, two-way dialogue seeking understanding and solutions to issues of mutual concern. Our customers mean the world to us. We consistently strive to treat them fairly, honestly and with integrity, maintaining product quality and engaging in responsible marketing and consumer information practices.

1G. CLIENT REFERENCES

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.

ORANGE COUNTY (SINCE 1985)

Client Contact:
Ms. Christina Crosby
9150 Curry Ford Road, Orlando, FL 32825
Phone: 407.254.9706
Fax: 407.254.9799
E-Mail: Christina.Crosby@ocfl.net

- SR 50 Utility Relocation Project
- S.R. 528 Utility Relocation Project
- Moselle Avenue and Corrine Terrace Pump Stations and Forcemain Replacements
- Investors Row Forcemain Replacement
- SR 400 Forcemain Relocation Project
- Rio Grande Avenue Sewer Line Replacement
- Chickasaw Woods Residential Development Utility Evaluations
- University Shores Gravity Main Improvements
- Lake Underhill Utility Relocations
- Bonneville Lift Station
- SR 482 Utility Relocations
- Sunflower Master Pump Station
- Lake Conway East Water and Wastewater System Improvements
- SR 15 Utility Relocations

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

- SR 46 Utility Relocations
- Sanford Reclaimed Water System
- Water Main Looping Construction
- US 17-92 Riverwalk, Phase II
- Water Treatment Plant Operations Building
- Fort Mellon Lift Station
- Sanford South Water Resource Center
- Sanford North WRF
- Mayfair Water Treatment Plant

TOHO WATER AUTHORITY (SINCE 2006)

Client Contact:
Mr. Edwin Matos, P.E., Engineering
951 Martin Luther King Blvd., Kissimmee, FL 34741
Phone: 407.944.5024
Fax: 407.343.4264
E-Mail: EMatos@tohowater.org

- Poinciana Blvd and US-17/92 Water Main
- Main Street Sewer Improvements
- Highlands Gravity Sewer and Water Main Replacement
- Martin Luther King Blvd 12" Reclaimed Water Main
- Timber and Jackson Water Main
- Secret Lake Road 12" Water Main
- Neo City Force Main
- Tiger/Walnut – Country Club Road Water Main
- Osceola Parkway Phase II Utility Relocations
- Boggy Creek Road Intersection Utility Relocation
- Toho I Gravity Sewer Rehabilitation Replacement
- Simpson Road 30" Water Main Project

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
- Hunterfield Booster Station
- Lake Howell Area Septic Tank Elimination
- Seminola Boulevard Sanitary Sewer Expansion
- Queens Mirror Erosion Control Project
- City of Casselberry Master Wastewater Plan
- Casselberry Water Reclamation Facility

CITY OF PALM COAST (SINCE 1998)

Client Contact:
Steve Flanagan
Utility Director
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164
Phone: 386.986.2354
Email: sflanagan@palmcoastgov.com

- Belle Terre Parkway Four-laning
- Palm Coast Reclaimed Water Distribution System Improvements
- Palm Coast Wellfield
- Old Kings Road North Reclaimed Water Main
- Old Kings Road South Reclaimed Water Main
- Palm Coast Sludge Management System
- Palm Coast WTP #3
- Palm Coast WWTP No. 2 MBR . BNR

VOLUSIA COUNTY (SINCE 1974)

Client Contact:
Mr. Michael Ulrich, Director
123 W. Indiana Ave., DeLand, FL 32720
Phone: 386.736.5965
Fax: 386.740.5162
E-Mail: mulrich@volusia.org

- Enterprise Road Utility Relocation
- Donald E. Smith Reclaimed Water System Expansion
- Volusia County Consumptive Use Permitting for
- Halifax Plantation
- S.E. Regional Wastewater Treatment Plant
- Southwest Regional Water Reclamation Facility
- Expansion BNR

CITY OF LAKE ALFRED (SINCE 1999)

Client Contact:
Mr. John Deaton, Utilities Director
155 E. Pomelo Street, Lake Alfred, FL 33850
Phone: 863.298.5458
Fax: 863.968.5090
E-Mail: utildir@mylakealfred.com

- City of Lake Alfred Water / Wastewater Facilities Plans
- Lake Alfred WWTF Upgrade and Expansion Project
- Lake Alfred & Winter Haven Potable Water Interconnect
- Lake Alfred Sewer & Water Line
- Force Main Extensions along 17/92
- Mariana Utility System
- WUP 5-yr Compliance Monitoring

CITY OF OVIEDO (SINCE 1991)

Client Contact:
Mr. Bobby Wyatt, P.E., Public Works Director
400 Alexandria Blvd., Oviedo, FL 32765
Phone: 407.971.5648
Fax: 407.971.5808
E-Mail: bwyatt@cityofoviedo.net

- SR 426 Utility Relocation Project
- Oviedo Reclaimed Water Main Phase I and II
- U.S. 17-92 Water Main Upgrade
- City of Oviedo Future Sanitary Sewer Flow Study
- Clark Street Roadway Improvements
- City of Oviedo Water Supply Plan
- Alafaya WRF Headworks and Surge Tank
- Improvements
- Oviedo Water Treatment Plant

TEMPLE TERRACE (SINCE 2016)

Client Contact:
Troy Tinch, Director of Public Works Director for Public Utilities
11250 North 56th Street, Temple Terrace, FL 33167
Phone: 813.506.6575
Email: ttinch@templeterrace.com

- Misc. Plan Review Services
- Valve Replacement Project
- Potable Water Fire Line Stop
- WTP Recoating
- Misc. CADD Design Support Services
- St. Augustine Live Oak Area Potable Water

FKAA (SINCE 2017)

Client Contact:
Joshua Peele
1100 Kennedy Dr., Key West, FL 33040
Phone: 305.809.2739
Fax: 305.809.2636
Email: jpeele@fkaa.com

- Pigeon Key Wastewater Treatment Study
- Cross Key Wastewater Treatment Plant

1H. PROJECT APPROACH

APPROACH TO SCOPE OF SERVICES

CPH has over 40 years of experience as related to utility, planning, design and construction for municipal clients. The team has provided various levels of service for water treatment / transmission, wastewater collection / treatment, and reclaimed water systems. Utility clients of all sizes rely on CPH and its team's engineering and management expertise to assist in providing solutions to complex challenges and meeting local, state, and federal regulatory requirements. In addition, CPH has extensive experience in the design of surface water augmentation systems, membrane systems (both water and wastewater), advanced and innovative water/ wastewater treatment processes, Biological Nutrient Removal (BNR) strategies, sludge drying systems, vacuum sewer systems, PEP systems, reclaimed water transmission mains, and specific and extensive knowledge of pump station rehabilitations and utility system projects. Our team provides designs that are efficient, cost-effective, and operator-friendly. CPH has the experience to provide the City of Ocoee with all necessary technical services to exceed the expectations for any assigned project. Although the contract is for continuing services, through our extensive experience in utility systems we have put together a list of typical challenges associated with the different types of projects anticipated and some opportunities. This is followed by a discussion about the interaction of our project manager with City staff, our typical process for design implementation, as well as a discussion on how we approach project management.

TYPICAL CHALLENGES ASSOCIATED WITH PIPELINE PROJECTS

The primary challenge for any type of conveyance system is the "Routing". This can be as simple as the shortest distance between two points or become extremely complicated when factored in with variables such as limited right-of-way or conflicts with existing utilities, obstructions or environmentally sensitive areas. CPH has the extensive experience required in dealing with all the variables associated with routing issues and can provide timely, cost effective solutions to any conflict resolutions.

Routing Challenges:

- Limited Right-of-way (R/W) or crowded R/W requiring stacked utilities (directional drill construction under existing pipelines). The presence of some existing utilities regardless of separation may deem a route impossible or cost prohibitive.
- Property issues – The most cost effective routing may require the acquisition of property or easements either through negotiated purchase or eminent domain, which will affect routing cost and schedules
- Environmental considerations – Wetland, aerial and sub-aqueous crossings may require additional environmental permitting
- Maintenance of Traffic (MOT) – A huge consideration of any routing evaluation is how a project impacts vehicular travel in congested areas. A good design considers MOT impacts during design and route impacts to local roadways.
- Maintaining water and wastewater services during all phases of construction. All replacement and rehabilitation projects require consideration on how system service shall be maintained during this work. By-pass pumping and temporary routing may be quite costly and therefore how a system is maintained is key in the decision making process for a final design.
- Trenchless installation – CPH has designed both large and small trenchless installation projects using a combination of directional drill and jack and bore technologies. Our substantial experience in both of these methods give us expertise to make the most cost effective and successful design for all types of trenchless installation.

PLANNING FOR THE FUTURE

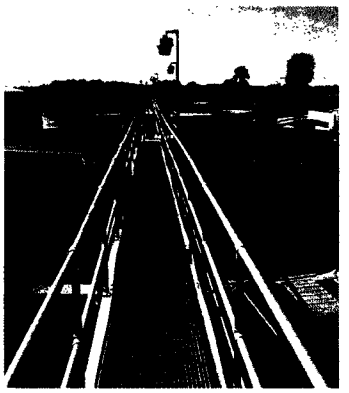
System Hydraulics plays a crucial role in determining the most cost effective design options. Through the use of modeling software systems, various design scenarios can be analyzed to select the most economical design solutions that address current and future needs. As an example these models can be used to determine if upsizing an existing system is more economical than replacing a system. Modeling will also provide invaluable information relative to line sizing and material selection. Economics is another key consideration in determining the best design for a conveyance system. By following market trends associated with material and equipment cost, as well as specialized trades that may be required; such as directional drilling, micro-tunneling, jack and bore, etc., the most cost effective materials, equipment and methods available at the anticipated start of construction may be selected for design. Ultimately, the final design is determined through a process of analysis that will identify the most economical materials, equipment, and means and methods of construction for the conveyance systems being considered, and in consideration of the maintainability and service life of the completed system after construction.

PROPER EQUIPMENT SELECTION

CPH will take into account the planned life cycle of facilities while minimizing impacts for future construction. Selecting the proper equipment is arguably the most important part of the project. It affects the mechanical, electrical, and structural design. It has enormous budget implications and will impact the operating staff for years to come. Size and function will be reviewed in order to provide the City with the most economical design based on both capital and maintenance cost. Existing structures/facilities will be used whenever possible in order to reduce cost. CPH will provide a thorough evaluation during the preliminary design phase to "lock in" the design flow rate and pump selections for assigned projects. Our team will confirm the actual design pumping rates of all pumps when running simultaneously. CPH will work hand-in-hand with City staff to verify existing flows, future demands, system redundancy, pump station capabilities, and possible control strategies for high service pumps. A workshop meeting will be conducted upon selection to clearly identify the City's goals for assigned projects.

TREATMENT PLANTS

Plant processes, both existing and proposed can always present a challenge. Determining the remaining life cycle of existing systems and comparing them to new systems can present unique opportunities for the integration of state of the art processes that may provide savings through decreased operational cost and increased plant capacity, while occupying a smaller footprint. This analysis is of particular importance when designing plants, both new and modified when considering sites of limited area. Plant processes occupy a wide range of site footprints depending on the type and level of process required. CPH has the staff and expertise to provide the analysis required to determine the best economic value in plant process design considering both initial and long term costs. Plant capacity is another challenging consideration for both water and wastewater plant design. Depending on the process some plants may be re-rated for increased capacity, which is a very cost effective expansion option. CPH has performed this type of re-rating analysis for the Cities of Sanford, Palm Coast, Eustis, Volusia County and many other clients.



START-UP AND OPERATIONS ASSISTANCE

Upon substantial completion of construction, we can assist the City with the startup of projects. Our team will be on site to assure that all designed components are ready for start-up and that the process operates as the designer intended. We also routinely assist in operations training workshops for operations personnel for the facilities we design. Subsequent to the workshop training, our operations team will can continue to assist the City as necessary throughout startup duration. For many clients, CPH provides periodic operations inspections during the first 6- or 12-month period after start-up completion. This enables our design team to interact with the City operations and maintenance team to assure that the facilities are operating and responding according to design.

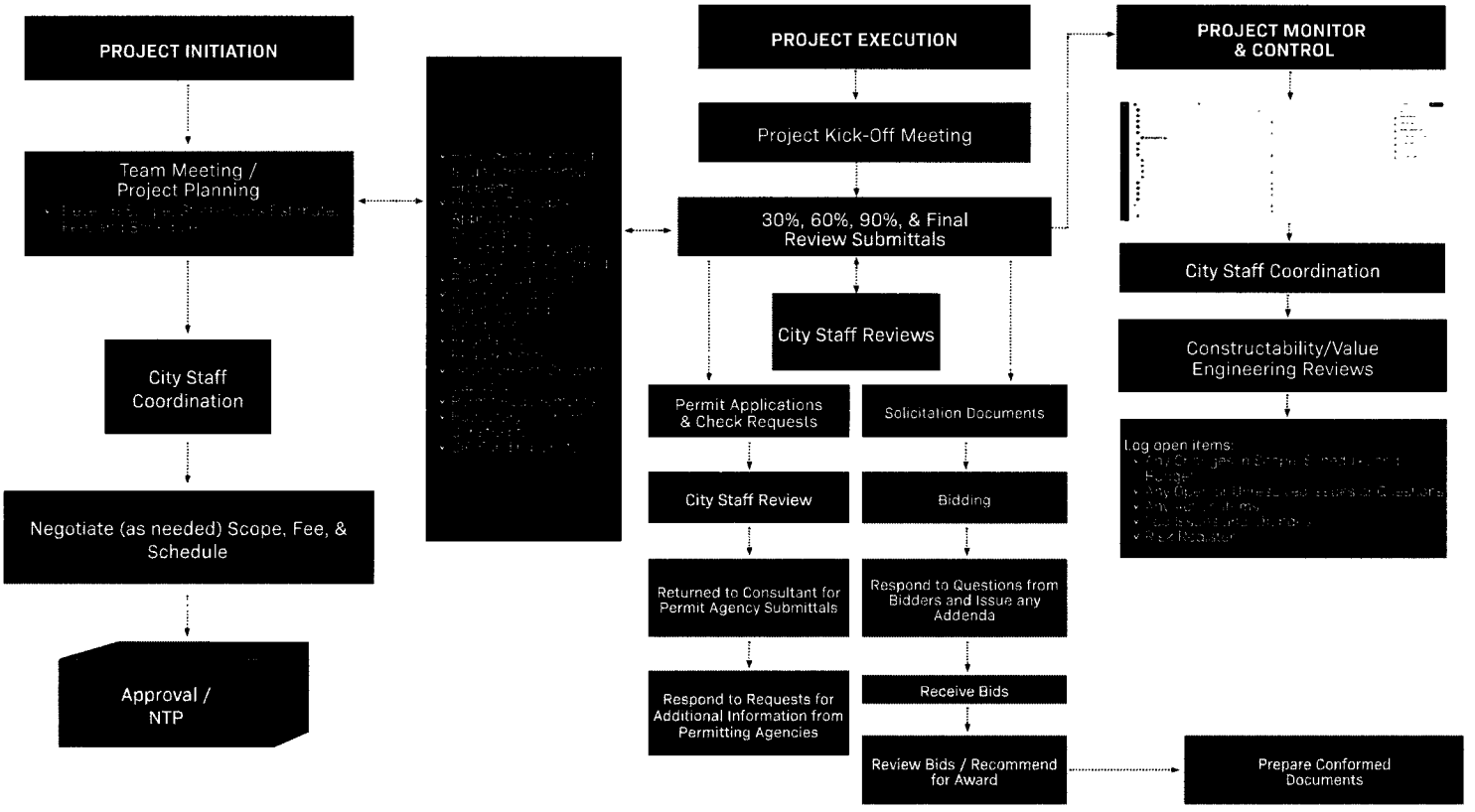
CPH's approach to providing services to the City will be a collaborative effort between the City of Ocoee and CPH. Excellent communication protocols will be established between all parties to develop an understanding of all goals and budget constraints to assist in the development of specific scopes and schedules to complete projects assigned through the continuing services contract. Critical attention will be focused on the planning, conceptual design, implementation, maintenance, quality assurance, communication and management of each assignment assuring that completed projects exceed expectations, with the overall goal of completing projects on time and within budget.

INTERACTION OF CPH PROJECT MANAGER AND THE CITY OF OCOEE

CPH is committed to providing an experienced team to execute the projects, and will develop a work plan and schedule that meets the City's expectations and objectives. Our team's goal is to meet and exceed the City of Ocoee's expectations while establishing clear lines of communication and responsibilities between all parties. CPH's project management plan will address the expectations for the project, lines of communication, project participants, project goals and objectives, and project design standards. Our team will work in close collaboration with the City of Ocoee's to continue our established working relationship and to structure each project to meet the City's expectations. The Program Manager for this contract, Scott A. Breitenstein, P.E., will be the main point-of-contact for the City of Ocoee and the CPH team. He will manage all project schedules, budgets, and design teams. This will allow the City to have one assigned person that will be able to provide updates on any assigned project, as well as have accountability to deliver exceptional service to the City.

PLAN OF APPROACH TO ACCOMPLISH THE TASKS IDENTIFIED IN THE SCOPE OF WORK

We have outlined our overall project management plan and our process of production in this section. This process is proven, and has been successfully utilized on our past projects with all of our clients.



In order to develop a scope of work that fulfills the City's objectives, it is extremely important to initially discuss the proposed project in as much detail as possible. Identifying any options for the design, permitting, and construction issues is critical to properly completing the project. Pre-proposal discussions with the City will be conducted prior to developing a final scope of work, to thoroughly understand the project objectives, desired outcomes, time constraints, and budget. The pre-proposal discussions will include documentation gathered and potential options for the project. Up-front planning used by CPH identifies key design criteria, and allows for early identification of critical decisions related to utility coordination requirements of various private land owners, specific permitting agencies, and field conditions. This process assists in providing a detailed final scope that will meet the City's goals and objectives.

For large projects such as plant improvement projects, the different design possibilities are compiled into an organized Preliminary Design Report (PDR) which allows CPH and the City to co-create the project in the most logical and economical approach. During the conceptual design phase, the CPH team will focus on finalizing the preferred design solution and to identify areas of concern including construction methods. CPH will obtain any additional data (record drawing, existing reports, and survey) that is critical in this stage of the project. The Preliminary Design Report (PDR) will also identify the selected materials of construction including key design criteria, such as, utility crossings and connections as well as any specialty construction methods that may need to be done to properly complete the project. The result of this phase will be 30 percent plan along with a technical memorandum which will includes a summary of the project and recommendations, permit requirements, standard details, updated opinion of probable construction cost, construction methods, and definition of challenges / solutions. Smaller projects such as pipeline upgrades may or may not include a PDR; however, key design decisions are still discussed with the City to ensure the City is aware of the various options and the time and budget impact of each.

CPH's quality review team will provide a review of the documentation and provide any feedback to be included in updated documents. A progress meeting will be held to review and discuss the PDR and 30 percent layout and incorporate any of City's comments into the final concept of design.

Survey and geotechnical work typically commences at the start of the project once the City and CPH together have determined the most logical and cost effective approach. CPH has in-house surveyors capable of conventional surveying and high-definition laser 3D surveys - the complexity of the project (such as crowded heavily traveled road right-of-way or plant sites containing numerous facilities may warrant laser 3D surveys). Our 3D laser equipment is state of the art in surveying technology, which allows for a more efficient, detailed, and cost efficient surveying product. The laser scanner can also provide the City of Ocoee with precise construction information, including grade elevations, to allow for other project related studies, or follow-up design efforts. CPH understands the needs for a comprehensive topographic survey and subsurface utility engineering (SUE) mapping. Our team has prepared design based on all levels of utility designation levels. In addition to quality topo and SUE mapping, CPH also coordinates with all local utilities known to be within a project area to assure no utility conflicts are being created after the project survey is complete and while design and project award are underway.

CPH believes in a proactive approach to permitting. For larger and more complicated projects, this includes pre-application meetings between CPH, the City, and regulatory agencies to define elements of the project and foster continuous interaction. For smaller projects, CPH has the experience to put together a permit application and package that can be directly submitted to the agency that is responsible for review. We find that the interaction between the parties expedites the process and eliminates unnecessary review questions. CPH will assist in preparing and submitting the permit applications when the plans are at 90 percent completion and have been approved by the City - in some cases (such as where there are wetlands or threatened and endangered species), early submittal (typically at the 60% phase) to the review agencies is recommended to minimize the impact to the overall project schedule.

CPH's goal with all of its projects is to develop complete construction documents for the project. CPH makes sure the City is kept aware of the key submittal dates and updates the City on its progress throughout. Each milestone deliverable (typically consisting of construction plans, specifications, and construction cost estimates) will be reviewed by CPH's quality assurance and control team. Review meetings are held with the City after each submittal in order to address City comments or concerns, and follow written responses are also provided to the City addressing its comments. The goal is to help the City actively monitor the project and confirm that the expected budget for the project will be met.

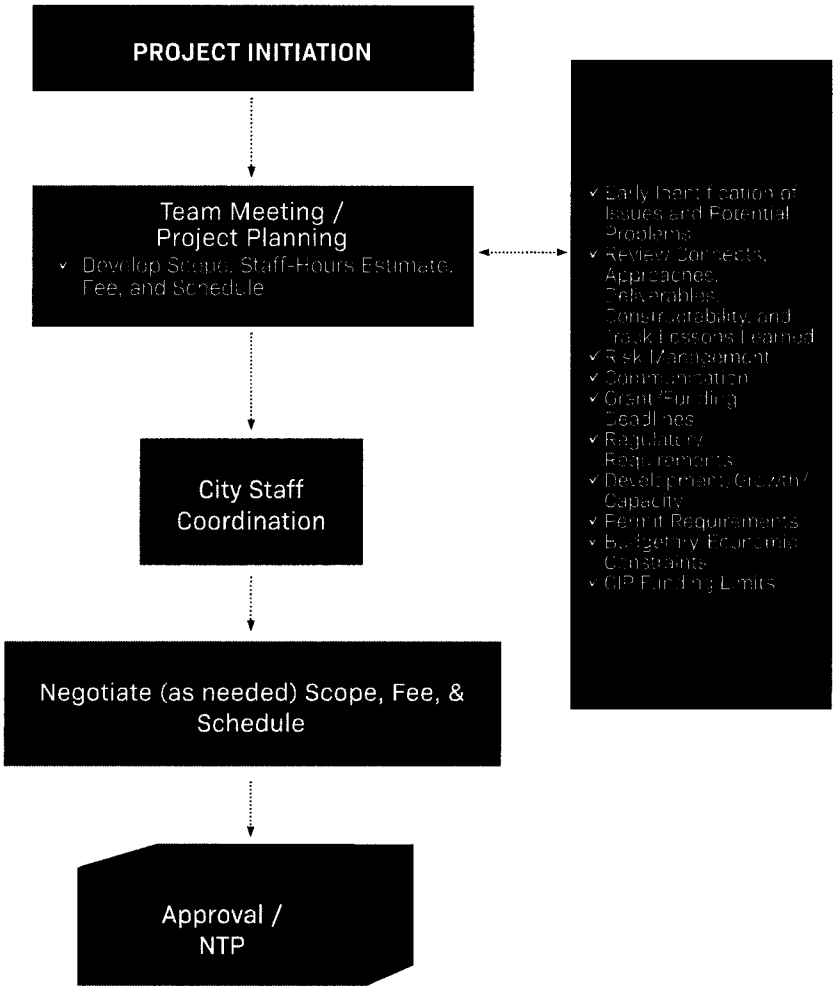
CPH has extensive experience with Bidding and Construction Phase services. During Bidding, CPH prepares written responses to Bidder questions and prepares draft addenda items as needed to address questions forwarded by the City.

CPH typically assists the City during construction by reviewing submittals, attending meetings, conducting site visits, responding to Requests for Information, preparing Record Drawings, attending walk-throughs, and preparing punch lists. If needed, CPH has a number of construction field representatives to assist the City with inspections for plant work, processes, site construction and pipeline construction. CPH has the capability to provide full time construction engineering inspection, as well as assistance with training and commissioning activities.

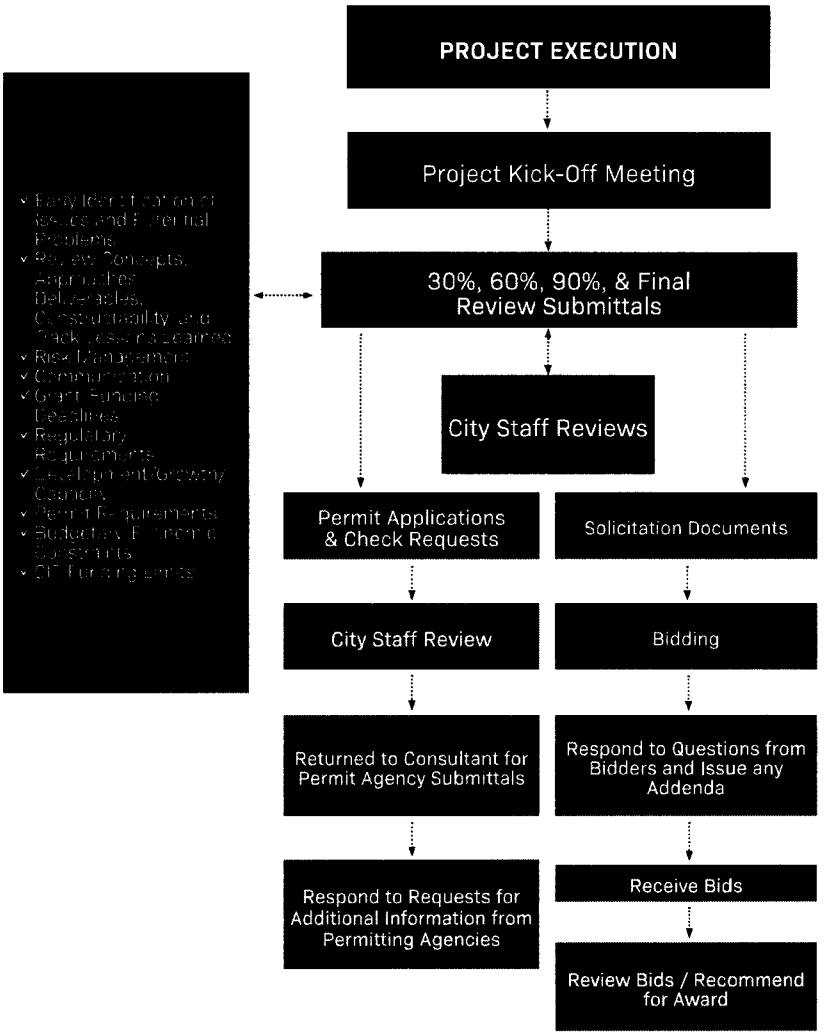
During construction, communication and direct interface are critical to resolving permitting issues, plan discrepancies, budget issues, field conflicts, and unforeseen or changed conditions. The CPH team will provide the City of Ocoee with an efficient and responsive team, fully capable of handling all project details. Our approach to resolving conflicts that occur throughout the project's construction is to prioritize issues based upon their impact to production or their potential for a change request. Conflicts and unforeseen conditions can significantly influence project progress as well as drive up costs. Our inspectors and project manager will work closely with the contractor to vigorously pursue solutions by providing immediate and swift decisions that will allow the contractor to continue production work. Our project manager will be our team's key facilitator.

The CPH team will assemble all relevant information, review and evaluate that information, work closely with the contractor to vigorously pursue solutions, and recommend the most efficient and effective course of action. We will forward recommendations to the City's project manager and the engineer-of-record for review. Upon resolution, we will verify that approved remedial actions are carried out and that all contract administration associated with the change are accurately tracked and documented. With the support of our senior project engineer, our project manager will address problems as they arise and will keep the key decision makers informed of all pending issues.

MANAGING BUDGETS, RISKS, SCHEDULES, AND EXPECTATIONS



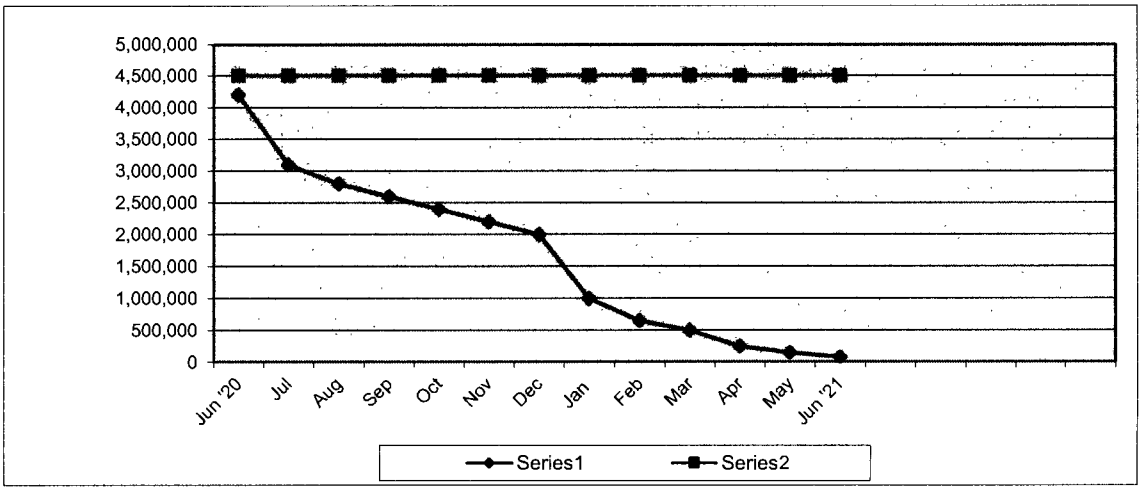
The key to successful management of continuing contracts and projects, is to ensure that project challenges and risks are identified early, and a plan is developed to ensure the City's goals are achieved. CPH has developed a process in which when our clients notify us about a potential project, our Program Manager and any lead project engineer perform upfront due diligence. This includes performing a field visit to understand the project, limitations, opportunities, the overall area, etc. From this visit, we then brainstorm ideas for possible solutions, as well as a risk register that outlines concerns that may affect the project's schedule and budget. This register is then presented, along with our preliminary findings from the field as well as any desktop data we may be able to obtain to the City's PM in a preliminary discussion about how to approach the project. From this meeting, the team then defines and creates a scope of services and man-hours. This extra legwork by the CPH team, saves our clients time and money, as well as minimizes scope creep. This process allows us to begin with cost savings in mind even before a notice to proceed is ever issued, and makes sure our expectations of project outcomes are inline with the City.



As we continue throughout the design, the risk register is updated for the project. This could include new additions such as funding deadlines, community concerns, etc. or a verification that an item has been "solved". Throughout the life of the project, our team will communicate these items to the City, to help the City understand what and how items impact the projects cost and schedule. Each risk is given a priority level in relation to its effect on the project, and as any major risk is identified our team will immediately coordinate with the City. This could be something such as an environmental or geotechnical/soils concern from any preliminary data gathering, to feedback from the community that may affect the proposed design option such as the need for easements. This level of coordination is tracked through our internal project management programs and sheets.

1I. - CURRENT AND PROJECTED WORKLOAD

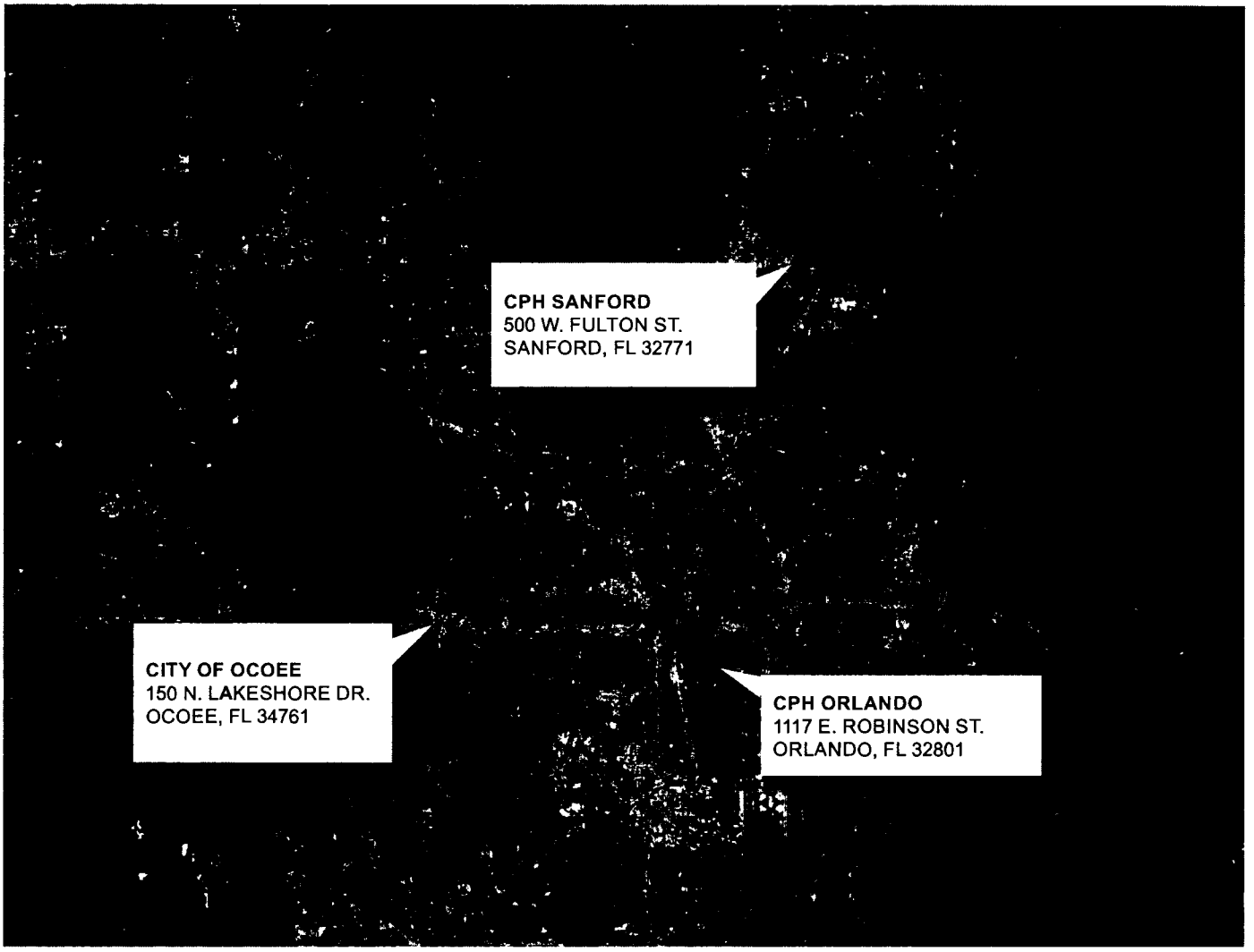
The current and projected workload of our team is such that we can provide responsive service to the City of Ocoee. We are well-staffed, equipped with our nearby locations, and believe that we and our team members can provide a high quality, professional service to the City that is completely responsive and cost effective. The graph below depicts our current contracted backlog with no consideration for any additional work. The current workload will spread over 13 months. Our current production capability is $4,500,000 per month. With that capacity, there are more than adequate personnel hours to cover the workload.



SECTION 2. FIRM'S LOCATION AND FORMS

CPH has ten (10) offices in the State of Florida with support of approximately 240 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 Street, Orlando, Florida. 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	15 Miles
CPH Sanford	35 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.

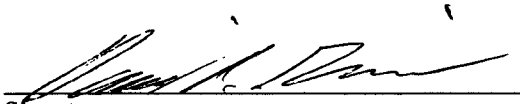
Please check one of the following statements and attach additional documentation if necessary:

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

David A. Gierach, P.E., CGC/ President
Name and Title (Print or Type)

02/17/2021
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 has no active litigations.

(Attach additional sheets if necessary)

ACKNOWLEDGEMENT OF ADDENDA:

Bidder acknowledges receipt of the following addenda:

No. 1 Dated 02/11/2021
No. _____ Dated _____
No. _____ Dated _____

(Remainder of page left blank intentionally.)

COMPANY INFORMATION/SIGNATURE SHEET RFQ #21-004

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

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:

David A. Gierach, P.E., CGC/ President
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 17th day of February, 20 21.

Personally Known X or

Produced Identification_____

_____
(Type of Identification)

Notary Public - State of FL
County of Seminole

Signature of Notary Public

Notary Public State of Florida
Patricia Hunt
My Commission GG 319198
Expires 07/13/2023

_____
Printed, typed or stamped
Commissioned name of Notary Public

LITIGATION STATEMENT

CPH currently does not have any outstanding or active claims / litigation against them.

CPHEN-1 OP ID: KM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/20/2020

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 321-445-1117 JCJ Insurance Agency 2208 Hillcrest Street Orlando, FL 32803 Mark E. Jackson	CONTACT NAME: Kristin McIntosh PHONE (A/C, No, Ext): 321-445-1117 FAX (A/C, No): 321-445-1076 E-MAIL ADDRESS: certs@jcj-insurance.com
INSURED CPH, Inc 500 West Fulton Street Sanford, FL 32771	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Continental Casualty Company — 20443 INSURER B : Valley Forge Insurance Company — 20508 INSURER C : Transportation Insurance — 20494 INSURER D : RLI Insurance Company — 13056 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:			C5099618199	04/01/2020	04/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			C5099618204	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			C5099618218	04/01/2020	04/01/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		PSW0002907	01/01/2021	01/01/2022	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
D	Professional Liab Claims-Made Form			RDP0039028	04/01/2020	04/01/2021	Per Claim Aggregate	5,000,000 5,000,000

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

CERTIFICATE HOLDER

FORPROP

For Proposal Purposes

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

Mark E Jackson

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SBE/MWBE CERTIFICATIONS

Electrical Design Associates, Inc. (EDA)

State of Florida

Woman & Minority Business Certification

Electrical Design Associates, Inc

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

06/13/2019 to 06/13/2021

Office of Supplier Diversity

Quest Corporation of America (QCA)

State of Florida

Woman Business Certification

Quest Corporation of America, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

12/10/2019 to 12/10/2021

Jonathan R. Satter Secretary
Florida Department of Management Services

Department of MANAGEMENT SERVICES
Office of Supplier Diversity

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

Geotechnical and Environmental Consultants, Inc. (GEC)

myFlorida.com FDOT

PROCUREMENT OFFICE

Consultant Name: GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.		Prequalification: Unlimited Small Business: Yes	DBE Cert. No.	MBE Cert. No.
Mailing Address	**Contact Person**		**Position / Title**	**Telephone No.**
919 LAKE BALDWIN LN ORLANDO, FL 32814	MR. GARY KUHNS		PRESIDENT	(407)898-1818
Prequalified Types of Work:				
9.1 - Soil Exploration	9.2 - Geotechnical Classification Lab Testing	9.3 - Highway Materials Testing	9.4.1 - Standard Foundation Studies	
9.4.2 - Non-Redundant Drilled Shaft Bridge Foundation Studies	9.5 - Geotechnical Specialty Lab Testing	10.2 - Construction Materials Inspection		

CITY OF OCOEE SIGNATURE PAGE FOR
CONTRACT RENEWAL FOR RFQ #21-004 CONTINUING CONTRACTS
FOR UTILITIES ENGINEERING 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 May 31, 2027. All other terms and conditions of the Contract shall continue in full force and effect.)

CONSULTANT: HAZEN AND SAWYER

BY (sign): Kenneth Blanton

PRINT NAME: Kenneth Blanton

TITLE: Associate Vice President

DATE: May 8, 2026

ATTEST:

Melanie Sibbitt, City Clerk

(SEAL)

APPROVED:

CITY OF OCOEE, FLORIDA

Rusty Johnson, Mayor

DATE: _____

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 CONTRACTS FOR
PROFESSIONAL UTILITES ENGINEERING SERVICES

THIS AGREEMENT made and entered into this 20th day of July, 2021, by and between the **CITY OF OCOEE, FLORIDA**, a Florida municipal corporation, hereinafter referred to as "CITY", and **HAZEN AND SAWYER, P.C.,** a New York corporation, hereinafter referred to as "CONSULTANT".

WHEREAS, the CITY needs professional engineering services to be performed on a continuing and periodic basis as the need for such services may arise, per the CITY's RFQ #21004 Continuing Contracts for Utilities Engineering Services, attached as Exhibit A; and

WHEREAS, the CITY desires to employ the CONSULTANT in connection with the professional engineering 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 CONSULTANTS qualification package attached as Exhibit B; and

WHEREAS, the CITY shall have the option to use the CONSULTANT's professional engineering 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

CONSULTANT hereby agrees to perform for CITY engineering services which may include services in all phases of a Project. These Services may include, but are not limited to, serving as the CITY's professional utilities engineering services for utilities projects including but not limited to studies, design, construction plans and bid documents, construction management, development plan review, and other miscellaneous utility engineering projects. The projects will involve potable water and wastewater plants and distribution and collection systems. Hydraulic modeling services are provided by another firm.

The scope of work to be performed under task orders issued under the continuing contracts may consist of, but will not necessarily be limited to providing engineering design services, engineering studies and services other than design and non-engineering services as identified in Exhibit A.

1. 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.

2. 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 a period of five (5) separate terms, each of one (1) year duration, beginning on **June 1, 2021**, with four (4) 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 engineering services ordinarily exercised by reputable members of Consultant's profession at the time services are performed.

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 is part of the Professional Services Agreement.

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) Deductible Clause: The payment of such deductible, if any, shall be the sole responsibility of the CONSULTANT and/or sub-consultant 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 as required by law 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 sub-consultant 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 sub-consultant to provide adequate insurance, satisfactory to the City, for the protection of the CONSULTANT's employees not otherwise protected. The policy shall include an appropriate waiver of subrogation provision in favor of the CITY.

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

d) Automobile Bodily Injury Liability & Property Damage Liability
The policy and coverages shall include:

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

e) Comprehensive General Liability (Occurrence Form) - This policy should name the City of Ocoee as an additional insured and should indicate that the insurance of the CONSULTANT is primary and not contributory over the insurance of the City of Ocoee. The policy and coverage shall include:

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

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

g) Contractual Liability - Work Contract: The CONSULTANT's insurance shall also include contractual liability coverage. **NOTE: THE CITY SHALL BE NAMED AS AN**

ADDITIONAL INSURED ON PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE.

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

h) Professional Liability Insurance: $1,000,000.00 (Design Errors and Omission)

i) Certificates of Insurance: The CONSULTANT shall provide a Certificate of Insurance Form, naming the City of Ocoee as an additional insured upon being issued any Services Authorization under this Agreement. This certificate shall be dated and show: (1) the name of the Insured CONSULTANT, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, its termination date; and (2) a statement that the CONSULTANT shall mail notice to the Owner prior to any material changes in provisions or cancellation of the policy.

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 negligent 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 CONSULTANT 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 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:

Hazen and Sawyer

919 Lake Baldwin Lane Suite 200

Orlando, FL 32814

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

3. Compliance with Law. The CONSULTANT and its employees shall promptly comply with federal, state, and local laws, rules, regulations, requirements, ordinances, and orders which apply to the Services that may be rendered hereto at the time services are performed. 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. PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF HAZEN AND SAWYER SHALL NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL SERVICES AGREEMENT.

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.

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

ATTEST:

Name: Ervin B. Myers Jr.
Associate Vice President

ACCEPTED:
HAZEN AND SAWYER

By: _____
Name: Robert B. Taylor, Jr.
Title: Vice President

[City of Ocoee Signature Page Follows.]

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 20th day of JULY, 2021 _____ day of _____, 20____.

APPROVED BY THE OCOEE CITY COMMISSION AT A MEETING HELD ON May 4, 2021 UNDER AGENDA ITEM NO. F.2.

SHUFFIELD, LOWMAN & WILSON, P.A.

BY: _____

Scott A. Cookson, City Attorney

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: Ervin B Myers Jr
Title: Associate Vice President

BY: _____
Print Name: Derek Bieber
Title: Associate

STATE OF FLORIDA }

COUNTY OF ORANGE }

PERSONALLY APPEARED before me, the undersigned authority, Ervin B Myers Jr, [ ] well known to me or [✓] who has produced his/her Drivers License as identification, and known by me to be the Assoc. V.P. 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 1st day of July, 2021.

TERRI-ANN GOMES MY COMMISSION EXPIRES SEPTEMBER 11, 2022 #GG 257453 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

_____
NOTARY PUBLIC

Print Name: Terri-Ann Gomes
My Commission Expires: 9·11·22

EXHIBIT A

RFQ #21004 CONTINUING CONTRACTS FOR UTILITIES ENGINEERING SERVICES

CITY OF OCOEE

REQUEST FOR QUALIFICATIONS
(RFQ) #21-004

CONTINUING CONTRACTS FOR UTILITIES ENGINEERING SERVICES

ocoee

florida

TABLE OF CONTENTS
FOR
RFQ #21-004
CONTINUING CONTRACTS FOR UTILITIES ENGINEERING SERVICES

RFQ DOCUMENTS

Section	Page
Legal Advertisement	3
RFQ Instructions & General Terms & Conditions	4 - 17
Conflict of Interest Disclosure Form	18
Summary of Litigation	19
Receipt of any addenda issued	19
Company Information and Signature Sheet	20

End Table of Contents

Request for Qualifications, Legal Advertisement

The City of Ocoee, Florida, (the "City") is soliciting sealed statements of qualifications for **RFQ #21-004 CONTINUING CONTRACTS FOR UTILTIES ENGINEERING SERVICES.** Qualification packages will only be accepted electronically through Negometrix4, a free e-Procurement platform, **until 2:00 pm, local time, on February 17, 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 Vanessa Anthony, Purchasing Technician, Finance Department/Purchasing vanthony@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 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 Negometrix platform. Melanie Sibbitt, City Clerk, Orlando Sentinel January 24, 2021.

CITY OF OCOEE
REQUEST FOR QUALIFICATIONS "RFQ" #21-004
CONTINUING CONTRACTS FOR UTILTIES ENGINEERING SERVICES

A. INTRODUCTION AND GENERAL INSTRUCTIONS

1. The City of Ocoee, Florida, in conformance with the Consultants' Competitive Negotiations Act (CCNA), Florida Statutes Section 287.055, et seq., and the policies and procedures of the City of Ocoee (City), is soliciting statements of qualifications from qualified professional engineering firms or individuals, Respondent firm, Bidder, Proposer that are interested in providing engineering services for **utilities projects including but not limited to** studies, design, construction plans and bid documents, , construction management, development plan review, and other miscellaneous utility engineering projects. The projects will involve potable water and wastewater plants and distribution and collection systems. Hydraulic modeling services are provided by another firm. . PLEASE NOTE THIS CONTRACT IS FOR UTILITY PROJECTS AND SERVICES ONLY

   Respondents must be experienced in providing utilities engineering services for projects of a scope and nature comparable to those described under Section C. Use of qualified sub-consultants for specialty work is acceptable. To be considered, the firm or individual shall be a licensed professional in accordance with Florida State law and be familiar with all applicable State of Florida, St. Johns River Water Management District, Orange County and City of Ocoee codes, regulations and laws. Please include a copy of all applicable licenses held by firms or subconsultants proposed to perform work

   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. Engineering services related to any project that does not fall within these categories will be separately solicited in conformance with the CCNA.

2. The City intends to award continuing contracts up to (3) firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the City shall consider the Evaluation Criteria set forth in this RFQ. In addition to identifying the best firms for the work, the City desires to create an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selecting the most highly qualified firm for a given task. Firms selected by the City will provide utilities engineering services to the City on an as-needed basis, which will be assigned using task orders issued by the City under the continuing contracts. The contracts shall automatically be renewed annually, unless terminated by the City in writing, for five (5) years from the date of execution, and one (1) optional two-year renewal, unless otherwise terminated by either party, in writing, given 30 days' notice.
3. Prospective respondents may secure a free copy of the documents required for submitting a 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 **fifty (50) 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, anytime 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 February 17, 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 Vanessa Anthony, Purchasing Technician vanthony@ocoee.org. Deadline for receipt of written inquiries will be **February 9, 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 (Section 287.055, Florida State Statutes) shall apply, where applicable.

    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.

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 section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See Florida State Statute 287.133 (2) (a).

13. FLORIDA PUBLIC RECORDS LAW: In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all 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.**

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 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
   - $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

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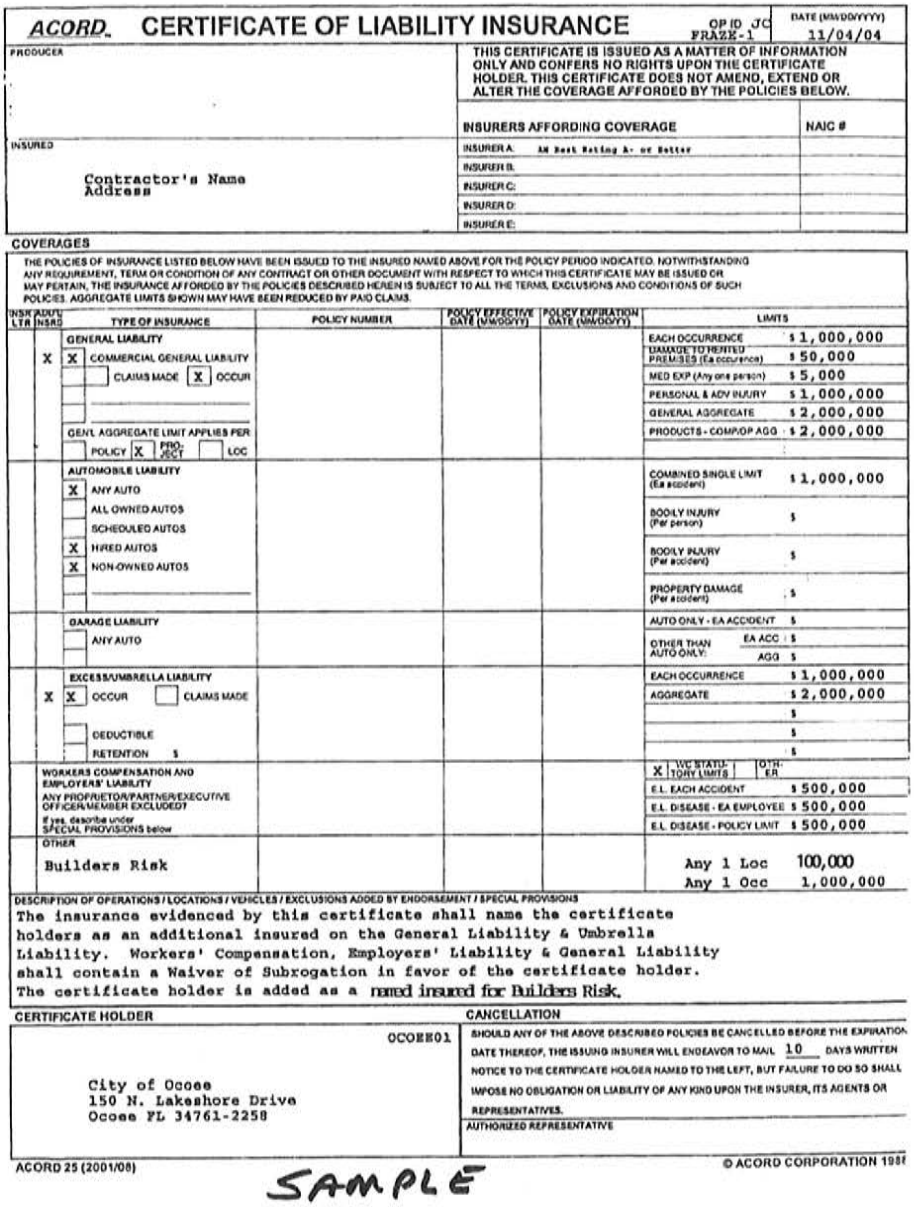


ACORD. CERTIFICATE OF LIABILITY INSURANCE

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	
		GENERAL LIABILITY				EACH OCCURRENCE	$ 1,000,000
X	X	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
		CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE	$ 2,000,000
		POLICY [X] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$ 2,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X	ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
	X	HIRED AUTOS					
	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

9. Certificates of Insurance: Certificate of Insurance Form (see sample, above), naming the City of Ocoee as an additional insured will be furnished by the Consultant upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing 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.

C. SCOPE OF SERVICES

The scope of work to be performed under task orders issued under the continuing contracts may consist of, but will not necessarily be limited to: providing engineering services for utilities projects including studies, design, plans production, construction management, development plan review, and other miscellaneous engineering projects. Typical assignments would include, but would not be limited to the following:

Engineering Design Services

Tasks for services under this topic may include but are not limited to:

- Preliminary analysis & conceptual design of minor utilities engineering projects
- Plan production services in the latest available version of AutoCAD
- Design, replacement and/or upgrade of sanitary sewer lift stations, gravity sewer and associated force mains
- Extension of sanitary sewer service to existing areas on septic tanks or developing areas
- Extension of reclaim water mains for new development and/or retrofit existing developments
- Design new watermains and/or replacement of undersized or nonconforming material water mains
- Water and wastewater plant upgrades
- Post-design services
- Preparation of as-built drawings and other surveying tasks
- Miscellaneous utility engineering design services

Engineering Studies and Services Other than Design

Tasks for services under this topic may include but are not limited to:

- Utility service studies and planning
- Capital improvements and infrastructure rehabilitation
- Water and wastewater treatment processes
- Miscellaneous utility engineering planning services

Non-engineering Technical Services

Tasks for services under this topic may include but are not limited to:

- On-site inspection of construction work by engineering technician
- Printing and copying of design documents
- Field compilation of data for inventory mapping and facility management, and/or the transformation of such data to a form suitable for use in ArcGIS or AutoCAD.
- Creation of 3D illustrations and other graphics for public involvement activities
- Other related services as may be assigned from time to time

Respondents must be experienced in providing utilities engineering services for projects of a scope and nature comparable to those described above. Use of qualified sub-consultants for specialty work is acceptable. To be considered, the firm or individual shall be a licensed professional in accordance with Florida State law and be familiar with all applicable State of Florida, St. Johns River Water Management District, FDEP, Orange County and City of Ocoee codes, regulations and laws. Please include a copy of all applicable licenses held by firms or subconsultants proposed to perform work.

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

- Cover Letter
- List of firm's current or recently completed similar projects within the past five (5) years with other public utilities. Include original contract price, final cost, and reason for overages if applicable
- Demonstration of ability to deliver project on time and within budget
- List of all firm's key employees, their qualifications, and their role in providing the desired City services and each employees years of total related experience and years with your firm.
- Firm's and employee's certifications and registration with regulatory agencies, professional organizations, etc.
- List firm's sub-consultants, their qualifications, and their role in this project.
- List of at least three (3) client references to include organization name, contact person, telephone number (s), and e-mail address.
- Explanation of how you approach a new project or task and how and when you communicate with your client. Also, detail any cost containment approaches you employ and identify projects you designed that you consider successful for staying on time and meeting budget.
- Current and projected workload of the firm.

II. Firm's Office Location & Other Forms (not included in page limit)

- List the location of all offices (firm and subconsultants) 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
23 days later	Last day for questions
30 days later	Statements of qualification are due
35 days later	Qualification statements distributed to evaluation committee
50 days later	Evaluation committee meeting held
Next meeting	Short-list of ranked firms recommended to City Commission

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

F. SELECTION PROCESS

1. The criteria for selection shall be based on the criteria listed in the RFQ. The City reserves the right, before awarding the contract, to require a Respondent to submit additional evidence of its qualifications, as the City may deem necessary, and shall conduct discussions with, and may require 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 Section 287.0055, Fla. Stat., (a.k.a., CCNA). The City will attempt to negotiate an agreement with the top-ranked Respondent. If no agreement is reached with the top-ranked Respondent, negotiations will be terminated and initiated with the second-ranked Respondent, and so on, until an agreement is reached.

4. The successful Respondent shall be required to execute an agreement which provides, among other things, that all plans, drawings, reports, and specifications that result from Respondent's services shall become the property of the City. Upon the successful

negotiation of an agreement, a formal contract will be prepared and subsequent executed by both parties.

Evaluation Criteria	Maximum Points
1. Past Performance & Experience of the Firm and Project Team • Past Performance and Experience of the Firm with similar projects • Overall Experience • References	**60**
2. Project Approach and Understanding of the project • Briefly describe your Firm's understanding of the services requested and how the Firm would accomplish the work.	**15**
3. Ability to Meet Time and Budget Requirements • Current & Projected Workload of the Firm • Past ability to deliver a project on budget & time	**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 utility engineering 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 engineering 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 engineering 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 Act Section 287.055 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 engineering services are provided under this solicitation involve federal funds, this entire solicitation is governed by the requirements of the specific federal grant and/or 2CFR200. In order to avoid any issue regarding the possibility of a non-competitive award being made to a firm that provides services through a continuing contract, all solicitations for design and/or fee proposals for services under this solicitation that involve federal funds shall be issued to all firms providing continuing engineering services. 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 Technician 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 Technician, 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 #21-004

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

_____
COMPANY NAME

_____
TELEPHONE (INCLUDE AREA CODE)

_____
FAX (INCLUDE AREA CODE)

_____
E-MAIL ADDRESS

_____
AUTHORIZED SIGNATURE (manual)

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 #21004

ocoee
florida

Continuing Contracts for Utilities Engineering Services

RFQ #21-004 | February 17, 2021

Hazen

Hazen and Sawyer
919 Lake Baldwin Lane, Suite 200
Orlando, FL 32814 • 407.367.2626

February 17, 2021

City of Ocoee
150 N. Lakeshore Drive
Ocoee, FL 34761

Re: RFQ #21-004, Continuing Contracts for Utilities Engineering Services

Dear Evaluation Committee Members:

Hazen and Sawyer (Hazen) is pleased to present our qualifications for the City of Ocoee Continuing Contracts for Utilities Engineering Services. We are excited to bring a "fresh set of eyes" to the City as one of its utilities engineering consultants. As you continue to implement your Downtown Master Plan, including a new wastewater collection system to serve downtown and a new force main connecting the downtown system to your wastewater treatment plant, the City will benefit from a firm focused entirely on the water and wastewater industry.

Hazen has served municipal utilities in Florida since 1968. We are one of Florida's leading utility engineering consulting firms and have successfully implemented over $4 billion of water-related public works infrastructure projects within the state over the past decade. The services provided under these contracts have ranged from studies and small water, sanitary, or reclaimed line extensions to complete facility plans, specifications, and construction services on major water and wastewater treatment plants.

Over the past 50 years, Hazen has had the opportunity to serve as general consultant to more than 50 municipalities throughout the state of Florida and are currently serving Central Florida municipalities such as Orlando Utilities Commission; Seminole, Marion and Polk Counties; City of New Smyrna Beach; and the City of Casselberry through continuing contracts.

Led by our **Project Manager, Derek Bieber, PE,** the City will be served from our Orlando office and will provide all the services requested in the RFQ. Our team provides the City with many exceptionally experienced water, wastewater and reclaimed water professionals, as well as access to Hazen's industry leading experts to address any challenge within your water utility.

Our past and current clients can best represent our performance and quality of work, and we encourage you to contact the client references included in this proposal. If you have any questions about submittal or our team, please do not hesitate to contact me at (407) 480-5508 or emyers@hazenandsawyer.com.

1021-323

Sincerely,

Hazen and Sawyer

Ervin Myers, Jr., PE
Associate Vice President

Table of Contents

Cover Letter

1 Firm Qualifications 2

Demonstration of Ability to Deliver Projects On Time and Within Budget 13

Similar Project Experience 14

Project Team 24

Client References 31

Key Staff Resumes 32

Project Approach 44

Current and Projected Workload of the Firm 50

2 Firm's Office Location and Other Forms ..... N/A

Office Locations for Firm and Subconsultants

Conflict of Interest Disclosure Form

Summary of Litigation

Receipt of any Addenda Issued

Company Information/Signature Sheet

M/WBE Certification for the Firm

1021-523

1. Firm Qualifications

Section 1

Firm Qualifications

Hazen serves as the general/continuing services consultant for water, wastewater, and reclaimed water for over 50 local governments in Florida.

Hazen has provided complete in-house engineering services in Florida since 1968. Our staff members have extensive expertise in water, wastewater, and reclaimed water. Our Florida staff has been involved in the implementation of more than $4 billion in water-related projects in Florida over the past 10 years. These Florida projects include planning, design, value engineering and facility optimization, permitting, construction management, and operation of water, wastewater, and reclaimed water treatment and storage systems; and conveyance systems.

70 years in existence

53 years in **Florida**

100% of work devoted to **the water environment**

Background Information

Hazen's roots go back over 100 years to the accomplishments of Allen Hazen, one of the pioneers of modern water engineering and co-developer of the Hazen-Williams formula for fluid flow in pipes in 1903. Hazen and Sawyer was established by Hazen's son Richard and Alfred W. Sawyer in 1951. Together they created a company culture focused on the profession—not just the business—of engineering. Their legacy is a firm with a reputation for high-quality work and customer service.

Most of our team members are long-time Florida residents and offer considerable knowledge of Florida's current and historic issues with water use permitting, water demand, water supply, and the natural environment. The firm is owned entirely by its employees, many of whom have been with the firm for 20-25 years.

Hazen and Sawyer's
Areas of Service

Water Resources | Wastewater | Stormwater | Conveyance

Construction Management | Modeling | Resiliency | Biosolids | Drinking Water | Reuse

Energy Management	Environmental Planning and Permitting	Alternative Delivery	Disinfection
Economic and Financial Services	Sustainability	Applied Research	Groundwater Treatment
Hydraulic Modeling	Asset Management	CFD Modeling	Integrated Planning
PM/CM		Cost Estimating	Membranes

Hazen's exclusive focus is water and wastewater engineering and supporting disciplines, offering comprehensive capabilities from planning, permitting, finance, asset management, design, construction, startup, and operations.

These comprehensive capabilities allow Hazen to meet the City's requirements for utility engineering **while providing superior service.**

1021-023

Our key staff have spent considerable time working in Florida and understand the nature of general consulting contracts as well as federal and state construction requirements. We wish to highlight certain characteristics of the firm which we believe will result in a solid working relationship with the City and an excellent product.

Our local staff have worked together, as a team, for a long time. Many of our key staff members have worked together for well over a decade. This continuity results in value to our clients. Teamwork and long-term local experience significantly improve project performance as measured by schedule, cost control, and quality.

While we are an international firm, we have remarkably little bureaucracy. When a client needs something accomplished, our focus is on meeting that need as soon as possible. We believe this is a hallmark of our service and we are proud of our record. As one company with a singular purpose, we have the ability to bring the best, most experienced resources to meet your needs.

Hazen does not change proposed project managers. Proposed Project Manager, **Derek Bieber, PE,** will serve as your Project Manager for the duration of the contract. You can be assured that the key individuals assigned to the various aspects of projects assigned under this contract will stay on the job through completion.

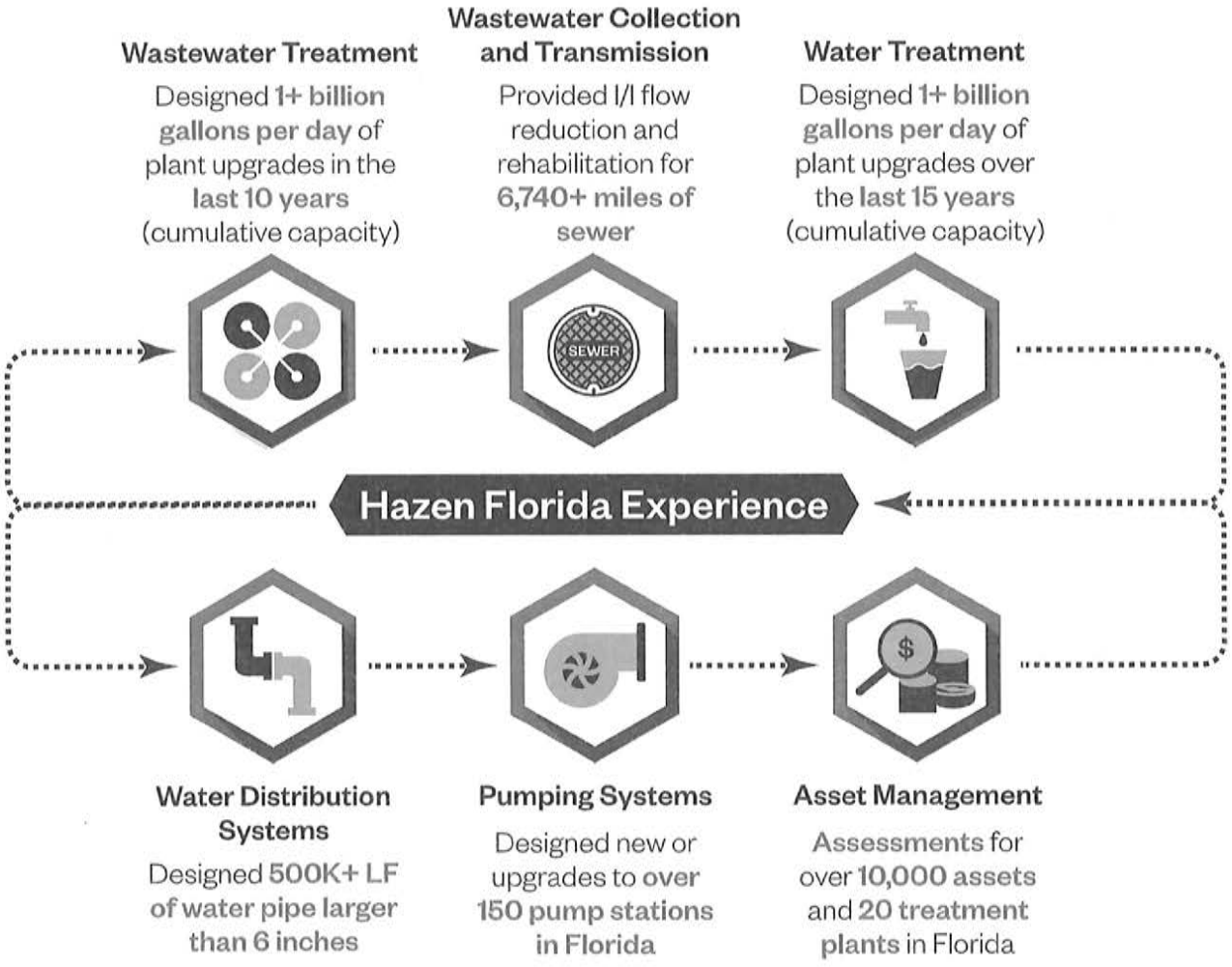
We offer specific expertise in all aspects of this assignment. Hazen specializes solely in water resources and wastewater engineering. It is the core business, and only business, of the firm. We offer local, national and international water and wastewater experience. Our experience includes water, wastewater, and stormwater hydraulic modeling/master planning, conveyance system and collection system improvements/ rehabilitation, and sustainability.

Our Florida staff has been involved in the implementation of more than $4 billion in water-related projects in Florida over the past 10 years.

1021-323

General Consulting Engineering

Hazen has been fortunate to have been retained as a general consultant on continuing water, wastewater, and reclaimed water contracts for more than 50 Florida utilities. Some of these utilities have retained us for multiple continuing contracts and many of these are long-standing, repeat assignments. Relevant, current contracts that involve our key team members include: Cities of Casselberry, St. Augustine, St. Petersburg, Tampa, Sarasota, Venice, Largo, and Plant City; Orlando Utilities Commission; Utilities Commission, New Smyrna Beach; Tampa Bay Water; and Pinellas, Hillsborough, Pasco, Sarasota, Charlotte, and Polk Counties. The following pages provide an overview of our experience in the relevant disciplines for your Utilities Engineering contracts.



1021-323

Pipeline and General Civil

The major capital investment of a utility is in the distribution and collection system. These consist of sewers and associated appurtenances, lift stations, and transmission mains to the treatment works. Hazen has been designing these basic collection system elements for over five decades in the United States and overseas. Our staff has experience with almost every available pipe material, and installation method including jack and bore, directional drill, and tunnelling.

Hazen has planned and designed over $130 million worth of water, reclaimed water, and wastewater pipelines in Florida. We directed two of the largest sewer system rehabilitation projects in Florida, for Miami-Dade County and the Broward Regional service area. Hazen is currently working on major upgrades to the City of Arcadia's sewer collection system. The entire sewer collection system was studied and assessed for improvements. Deficient areas were identified, budgeted and proposed from improvement/replacement. Proposed corrective improvements were broken up into two major construction projects. Work includes 1,850 LF of force main improvements of various sizes, 31,800 LF of gravity sewer collection replacements of various sizes, 161 new manholes, and upgrades/replacement of 11 lift stations. The project is being funded by the FDEP State Revolving Fund Program.

Project Spotlight - Pipeline and General Civil

Shell Point Road Water Main Replacement

Hillsborough County, FL

Design, permitting, and construction services for replacement of water mains with a new 8-inch main to improve the reliability of service and water quality within the area. Installation of approximately 8,000 feet of 8-inch DI/PVC water main and interconnection with existing piping, including over 3,000 feet of directional drills and 12 jack and bore crossings.

Project Spotlight - Pipeline and General Civil

Windward Square Water Main Replacement

City of Casselberry, FL

The project includes replacement of more than 13,000 linear feet of aging water main in the Windward Square Development. Hazen is providing planning, design, and construction oversight for construction of 12-inch, 6-inch, and 2-inch water mains using pipe bursting to minimize impacts in this residential community. This project also includes permitting through FDEP and NESHAP.

1021-023

Pump Stations

Our Florida pump station and booster station design experience includes more than 80 projects and over 2 billion gallons per day in capacity, with projects ranging from new regional stations to rehabilitation of existing prefabricated pumping units. Our staff has experience with almost every available pump technology and pump drive offered in both national and international markets. Through this experience, we have developed knowledge with respect to the main pump manufacturers on the current market, allowing us to assess the best technology for each application. The major capital investment of a wastewater utility is in the collection system which consists of sewers and associated appurtenances, lift stations, and transmission mains to the treatment facility. Hazen has been designing these basic collection system elements for over four decades in the US and overseas.

Project Spotlight - Pump Stations & Storage Facilities

Pineda Causeway Booster Pump Station

City of Melbourne, FL

This project included the replacement of the 150,000-gallon Post Road elevated storage tank with a new 2-mg ground storage tank and booster pump station. As part of the design, Hazen utilized the City of Melbourne's most current calibrated WaterCAD hydraulic model to evaluate the minimum pumping capacity requirements for the new pump station to satisfy minimum system pressures during peak hour demand periods and minimum fire flow capacity requirements during maximum day demand periods in the northern service areas through 2020.

Project Spotlight - Pump Stations & Storage Facilities

LS 89 and Force Main Improvements

City of Sarasota, FL

Hazen provided design, permitting, bidding, and construction services for replacement of 190 lf of 3-inch cast iron force main and pumps at the Van Wezel Performing Arts Center. This included replacement of the pipe using horizontal directional drilling and a new receiving manhole on the existing gravity wastewater main.

Project Spotlight - Pump Stations & Storage Facilities

Lift Station No. 3 Replacement

City of Orlando, FL

The project included design of a new lift station with increased capacity of 8 mgd, along with standby power and SCADA upgrades. One of the project's challenges included blending in the new lift station with the adjacent park site and neighborhood. Hazen assisted with this process by providing 3D renderings to help City decision-makers see the finished produot.

1021-323

Water Treatment and Supply

Hazen has impressive and ever-growing qualifications, both locally and nationally, relative to water treatment. We offer recent experience in the planning, permitting, design, construction, start-up, and troubleshooting of water treatment plants and chemical feed systems, including work at Orange, Seminole, Pinellas, and Polk Counties; Orlando Utilities Commission; Utilities Commission of City of New Smyrna Beach; City of Tampa; Tampa Bay Water; and JEA. Our recent Florida water treatment experience includes both groundwater and surface water treatment systems, membrane systems and associated CIP and pre- and post-treatment systems, lime softening, flocculation and clarification, filtration, variety of chemical feed and disinfection systems, distribution system water quality management, design and operational troubleshooting, and regulatory assessments (including lead and copper corrosion control).

Hazen is also actively involved in many water supply well projects, which provides us with an in-depth understanding of Floridan and surficial aquifer wells. The map on the next page highlights our recent Florida water treatment experience.

Project Spotlight - Water Treatment and Supply

D.L Tippin WTP Caustic Feed System and Chlorine Gas System Modifications

City of Tampa, FL

The City of Tampa needed to replace its caustic feed system to avoid a potential catastrophic failure and service interruption. The project included replacement of leaking PVC piping, valves, and appurtenances with new stainless steel piping. To improve the overall reliability and redundancy of the City's chlorine gas feed system, the City requested Hazen evaluate the required improvements to upgrade the chlorine gas system.

Project Spotlight - Water Treatment and Supply

Eugene Hickson Ion Exchange Water Treatment Plant and Well Improvements

City of Arcadia, FL

Hazen recently completed design, construction, and start-up engineering services for a new 1.5-mgd ion exchange water treatment plant and well improvements. Work for the new ion exchange water treatment plant included a new water supply well, rehabilitation of existing wells, new influent booster pump station, cation and anion exchange systems, chemical feed systems (including sodium hypochlorite, ammonium sulfate, NaOH, and brine), disinfection chamber, ground storage tank, high-service pumping, operations building and maintenance building. leted design, construction and start-up engineering services for a new 1.5-mgd ion exchange water treatment plant and well improvements.

1021-323

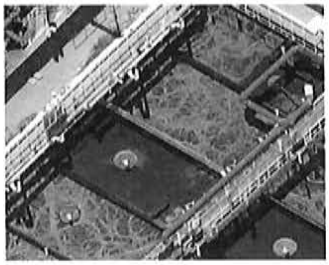
Wastewater Treatment

Hazen has provided wastewater planning and design services at upwards of 40 regional plants in Florida with a combined treatment capacity of over 750 mgd. Many of these are repeat assignments. In connection with these services, Hazen has prepared/processed permits, performed engineering analysis, conducted hydraulic modeling, prepared cost estimates, developed bid and contract documents, and provided start-up and operations assistance.

Project Spotlight - Wastewater Treatment

Arlington East WWTP, Jacksonville, FL

Project goal was to increase plant capacity by 25% from 20 to 25 mgd and meet an effluent TN limit of 5.8 mg/L without construction of additional aeration basin volume and without supplemental carbon addition. This effort resulted in a novel solution for achieving biological nitrogen removal by using an unorthodox step feed process with internal recycle, which resulted in the rerating of the facility from 20 to 25 mgd and met the TN goal without additional tanks, **resulting in an estimated cost savings of $10 million.**



Reclaimed Water

Reclaimed water is a core business of Hazen. We are a leader in the planning and implementation of effluent reclaimed water programs in Florida. Our expertise covers planning, permitting, design, construction, and operations of water reclamation facilities and distribution systems across the full range of treatment processes, water quality, and regulatory requirements.

For over three decades, Hazen has worked with local utilities staff to evaluate, plan, and implement reclaimed water opportunities to satisfy our clients' most challenging needs while achieving and exceeding the regulatory requirements of the Florida Department of Environmental Protection (FDEP) guidelines.

Hazen developed and implemented the first regional reclaimed water system in South Florida for the Loxahatchee River District. The program was then used as the model for reclaimed water systems by the South Florida Water Management District. The system provides for 6 mgd of reclaimed water to be delivered to eight golf courses. We continue to provide ongoing engineering services for the system, as needed.

An ongoing assignment includes the Hillsborough County Advanced Water Treatment Demonstration Program (demonstration of feasible direct potable reuse with advanced treated reclaimed water using membrane treatment and advanced oxidation).

1021-323

Telemetry, Control and Information Systems

Hazen is recognized as a leader in Florida in the design and implementation of integrated instrumentation, process control, telemetry and information systems for utility systems in the rapidly advancing field of computer control and data communications. Hazen recently completed a SCADA Master Plan for the City of Tampa and has similar ongoing work at Polk County, Peace River Manasota Regional Water Supply Authority, and the City of Sarasota.

Hazen has provided instrumentation and control system design and process optimization studies on all its water and wastewater treatment plants and pumping stations projects since the firm's founding in 1951, developing an expertise that is apparent in over 60 operative treatment facilities. Many plant upgrades include the revamping of now inadequate or obsolete instrumentation and control systems. These new systems provide plant-wide compatibility of control systems and the ability to produce various reports from a plant operating database.

Project Spotlight - Telemetry, Control and Information Systems

Polk County Utilities Water Production Facilities SCADA Upgrades, Polk County, FL

Hazen provided an assessment of the existing plant control systems at 18 water production facilities. The improvements at each of the facilities is intended to upgrade the control system network communications, standardize the facilities' instruments and operator work stations, and install camera security systems at each of the plants.

Electrical and I&C Engineering

Hazen provides design and construction oversight of electrical power distribution systems on all of its projects, including low and medium voltage distribution switchgear, standby power systems with paralleling switchgear, motor control centers, variable frequency drives, lighting, grounding and lightning protection systems. Some designs have incorporated intelligent motor control centers networked to plant SCADA systems to allow for power monitoring and system diagnostics capabilities. We also conduct short circuit/protection coordination studies and assist in developing long-term maintenance programs for major electrical equipment.

For the City of Tampa, **Hazen provided the design for the replacement of the City's Motorola ACE3600 RTU base station and Trihedral VTSCADA HMI operator work stations.**

Hazen prepared a SCADA Master Plan for City of Sarasota to provide guidance on future upgrades and improvements to the various components of the existing SCADA system for both the Water and Wastewater utility system. For Polk County, Hazen is providing standardization of the control systems at several water production systems based on converting to Modicon 340 PLCs. For the Peace River Manasota Regional Water Supply Authority, Hazen is developing an RFP to describe the upgrades necessary to convert the existing system's obsolete GE 90-70, GE 90-30 PLCs, and GE Genius PLCs to GE Rx3i PLCs along with providing redundancy, reliability, and increased network speed. Hazen's extensive experience with all types of programmable controllers, operator interface software, and process instrumentation allows us to assist our clients in maintaining and upgrading their control systems to provide secure, reliable, and robust control systems in all manner of treatment and pumping controls.

1021-323

Permitting and Permit Compliance

All of our team members possess technical strength coupled with an understanding of the many various environmental regulatory issues that the City may have to contend with. This familiarity stems from Hazen's 50-plus years of providing engineering services to municipalities throughout the State of Florida. Over this time, we have developed excellent relationships with the local regulatory agencies and have an extensive understanding of their regulatory practices.

Hazen's in-depth experience with the permitting process includes working with agencies such as FDEP, FEMA, FDOT, Water Management Districts, and numerous building departments.

As a result, we have been able to assist our clients in expediting the permitting process with various regulatory agencies, including the Florida Department of Environmental Protection (FDEP), FEMA, Florida Department of Transportation (FDOT), Water Management Districts, and numerous building departments. Our team is also familiar with Orange County codes and regulations through our previous and current work with the County. **Our ability to quickly secure permits from the various regulatory agencies, which have jurisdiction over the City, allows for the rapid implementation of improvements.**

We have developed excellent relationships with the local regulatory agencies and have an extensive understanding of their regulatory practices.

Construction Management/Construction Engineering Inspection Services

Hazen offers unique value in managing the construction of upgrades and new facilities. We can proactively identify potential claims and delays and address them before they happen, not after. In addition to offering experienced construction managers and resident engineers to keep projects on schedule and minimize change orders, we use proven methods such as prebid reviews, partnering, disputes review boards, and the timely handling of all documents and requests. We incorporate best-practice technologies to expedite requests for information (RFI), review and markup of drawings, and permitting, thereby reducing delays and preventing errors. The figure below highlights our typical construction management services.

Project Planning	Resident Engineering	Cost Management	Vendor Management	Risk Management
· Project Administration · Cost Controls · Document Mgmt. · Scheduling	· Inspection · Constructability Reviews · Quality Control	· Cost Estimating · Budget Control	· Change Order Mgmt. · Claims Prevention and Resolution · Equipment Pre-Purchase	· Quality Assurance · Startup and Testing · Commissioning · Project Closeout

From full-time on-site inspection through operations and start-up services, our construction management team provides quality assurance/quality control, technical experts, constructability experts, and design-construction liaisons. Since a significant portion of our work involves large projects that provide vital public services, we have developed expertise dealing with critical infrastructure, challenging working conditions, and new technology.

1021-323

We regularly provide construction – program management services on a majority of our projects such as:

- Cost control and claim avoidance/minimization.
- Scheduling and critical path analyses.
- Resident engineering and inspection.
- Control systems integration and troubleshooting.
- Assistance with start-up, training, operations and maintenance.
- Program management services.

Project Spotlight - Construction Management

Keller Water Treatment Plant Modifications – Construction Management Services
Pinellas County, FL

To improve the reliability of Pinellas County's water supply system, the County constructed a new 45-mgd pump station to replace the existing facility. The existing facility was operating beyond its useful life and was incurring significant costs to maintain operations. The new project will also allow the County to blend treated groundwater with regional water before system distribution.

Project highlights include: Provided construction engineering regarding chemical skid layout to improve operation and maintenance; conducted several controls meeting with the chemical system integrator prior to startup and testing to minimize downtime in the field during startup; performed complete pre-startup checkout and testing of all chemical feed systems prior to startup, including response time to the analyzers; worked closely with controls integrator to test and troubleshoot high service pumps, chemical feed system, and analytical equipment during startup; developed maintenance of operations plan to keep existing chemical in service during upgrades.

Master Planning

Hazen has extensive Florida water and wastewater infrastructure master planning experience, including water and/or wastewater master plans for Tampa Bay Water; Orlando Utilities Commission; Town of Jupiter; Village of Islamorada; Cities of Plant City, Plantation, Sunrise, Hallandale Beach, Fort Lauderdale, North Miami, Miramar, and Hollywood; Polk, Broward, Miami-Dade, and Palm Beach Counties; and Riviera Beach Utility District, to name a few.

Project Spotlight - Water/Wastewater/Reclaimed Water Master Planning

Long-Term Master Water Plan Update,
Tampa Bay Water, Clearwater, FL

This project included the evaluation of long-term water supplies, including surface water augmentation with reclaimed water and climate change impacts; vulnerability assessment of existing treatment facilities; business case evaluation of alternatives to include capital, life cycle, ability to implement, integration, and environmental impacts; and regulatory assessments.

1021-323

CADD and GIS Capabilities

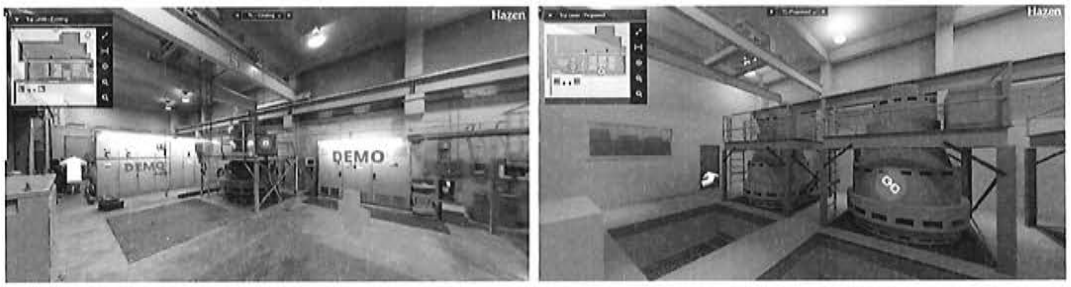
Hazen employs state-of-the-art Computer Aided Design and Drafting (CADD) software in the development of project design drawings. Your Hazen team has an experienced design staff that is fully engaged in the latest CADD technology and leveraging that technology to drive quality designs to the highest levels while maintaining schedule and budget in the design effort.

Utilities managing water and wastewater systems must simultaneously balance costs, operations, performance, and environmental quality associated with these systems. Decision makers must sift through large volumes of information and understand relationships between performance criteria to identify viable technical, operational, and management options. Decision Support Systems based on Spatial Information Management provide utilities a visual dimension for assessing and comparing technical, operational, and management alternatives and strategies. Hazen designs and develops such decision support and utility management tools including process and system modeling, data modeling and database design, geographic information systems, and application design and development. Our combined expertise enables us to develop innovative solutions to complex problems.

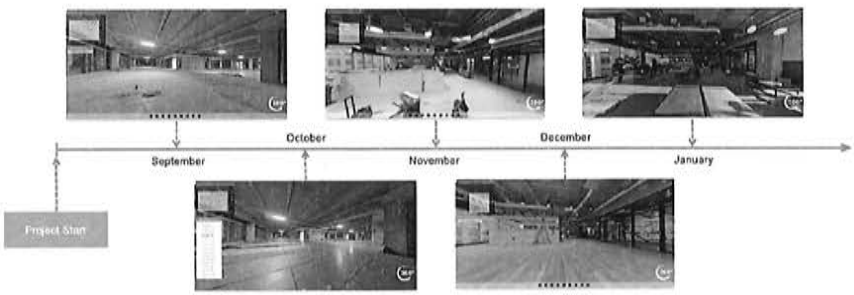
Project Spotlight

City of Tampa San Carlos Pump Station Design-Build Project

Hazen produced this 3D virtual tour of new conditions to compare existing conditions side-by-side to facilitate the contractors understanding and estimation for the San Carlos Pump Station Design-Build project.



In addition, our local team is using 360 virtual tours for construction progress documentation of as-built conditions for the San Carlos Pump Station. Whether you capture daily, weekly, or monthly project updates, this features allows you to manage your site documentation in one place and keep your stakeholders up-to-date. With Time Travel, you are able to organize all your progress documentation in one 360 virtual tour project and only ever share one project link with our stakeholders.



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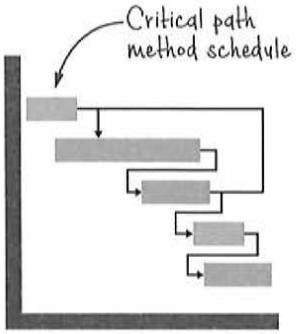
Demonstration of Ability to Deliver Project on Time and Within Budget

To ensure that schedules are met, project schedules are developed along with the project scope and updated to reflect the notice to proceed date immediately following its issuance for each individual assignment. For lengthy, complex projects, a detailed project schedule will be developed in Primavera P6 or Microsoft Project.

The project schedule details the steps required to complete the project utilizing a critical path methodology. Using scheduling software provides a time management tool to better track progress of the project in real time. These types of scheduling techniques are tailored to the complexity of the project and reporting preferences of our clients. Our **Project Director, Ervin Myers Jr., PE,** and **Project Manager, Derek Bieber, PE,** will be responsible for ensuring that all task schedules are met. Hazen subscribes to a strong project manager approach where all lines of communication are via the project manager. The project manager is responsible for maintaining full knowledge of all aspects of the project. This approach is designed to provide one person answerable to the City at all times.



Proactive management and working the critical path of a project ensures projects are delivered on-time.

Project Spotlight

Pine Hills WTP Bulk Sodium Hypochlorite Conversion

Under its Engineering, Consulting and Support Services for Water Production Contract with the Orlando Utilities Commission (OUC), Hazen provided preliminary and final design, permitting, and bidding services for the conversion from gas chlorine to bulk sodium hypo-chlorite for disinfection at OUC's Pine Hills Water Treatment Plant (WTP). Construction was done by utilizing the Construction Manager at Risk (CMAR) delivery method—**reducing the schedule by approximately 90 days**—and was completed in Nov. 2020.

The **design was expedited to meet OUC's tight schedule** and makes use of the existing chemical building for storage and feeding of bulk sodium hypochlorite. Hazen's design, including re-purposing the existing chemical building, **saving OUC the cost of design and construction of a new structure, as well as reduced the cost of the project.** A temporary bulk sodium hypochlorite storage and feed system was utilized for disinfection, while the existing gas chlorine system were removed/demolished, and the new bulk sodium hypochlorite system was constructed inside the existing gas chlorine building. The temporary bulk sodium hypochlorite system has allowed OUC to dial-in chemical feed settings in advance of the permanent system startup because chemical metering pumps of the same make and model are being utilized in both the temporary and permanent systems. **Final Cost: $1.2 million.**

List of Firm's Current or Recently Completed Similar Projects Within the Past Five Years

Hazen's similar current or recently completed similar projects within the past five years are provided in the Project Approach on Pages 48-49. Project sheets that represent the range of services we have provided to various clients are included on the following pages.

1021-323

Similar Project Experience

Engineering, Consulting and Support Services for Water Production

Orlando Utilities Commission, Florida

The Orlando Utilities Commission (OUC) selected Hazen to provide engineering, consulting and support services for water production under a continuing services contract.

Multiple assignments were awarded under the contract, including:

Chlorination Master Plan for Water Treatment Plants: This task assignment included preparation of a master plan to evaluate existing gas chlorine vs. alternative forms of chlorination for disinfection at seven water treatment plants and one storage and re-pump facility. The final recommendation, based on cost and non-monetary factors, was for OUC to switch from gas chlorine to bulk sodium hypochlorite.

Pine Hills WTP Bulk Sodium Hypochlorite Conversion: Hazen provided preliminary and final design, permitting, and bidding services for the conversion from gas chlorine to bulk sodium hypochlorite for disinfection at OUC's Pine Hills water treatment plant. The design was expedited to meet OUC's tight schedule and makes use of the existing chemical building for storage and feeding of bulk sodium hypochlorite.

Four-Log Virus Inactivation Demonstration Studies for Water Treatment Plants: Hazen is preparing and submitting documentation to FDEP to demonstrate that OUC's seven water treatment plants meet the four-log virus treatment requirement set forth in the Federal Ground Water Rule and Revised Total Coliform Rule.

Project Highlights

- Preliminary planning and design of water treatment plants
- Chlorination Master Plan for Water Treatment Plants
- Four-Log Virus Inactivation Demonstration Studies for Water Treatment Plants

Project Profile

Total Cost: $259,232 (fees to date)

Project Duration: 2017-Present

Reference

Quyen Newell, PE
Senior Engineer – Water Production
Orlando Utilities Commission
6113 Pershing Avenue
Orlando, FL 32822
(407) 434-2568
qnewell@ouc.com

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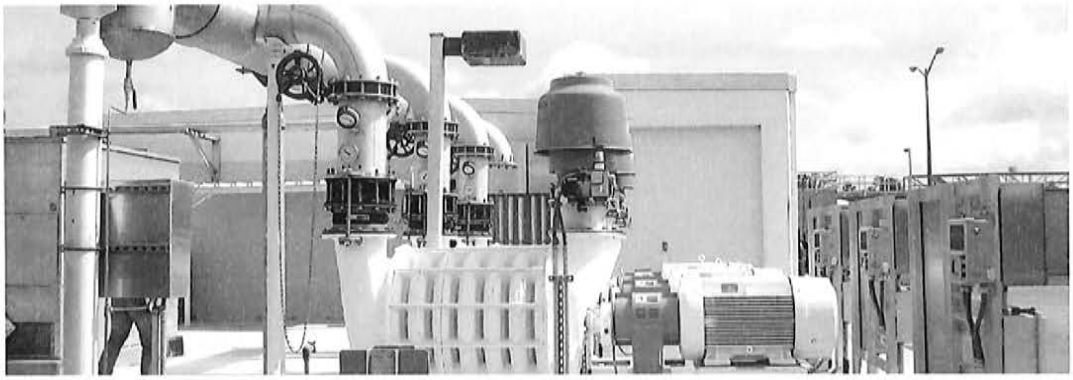

Continuing Engineering Services for Utility Improvement Projects

Seminole County, Florida

Hazen has been providing utilities engineering services to Seminole County under a continuing services contract since 2013.

Select projects completed or ongoing under this contract include:

Yankee Lake Water Reclamation Facility R&R Improvements: Hazen provided planning, design, permitting, bidding, and construction phase services to implement replacement of existing horizontal end suction centrifugal return activated sludge (RAS) pumps with dry pit submersible pumps that provide more operational flexibility and allows the pumps to operate at design point without the need for a modulating valve.

Oxford Road Improvements Utility Relocations: Hazen is providing engineering services for the relocation of existing utilities in coordination with a series of improvements to Oxford Road. Relocates included more than 3,000 LF of 12" water main, and 3,000 LF of 12" - 21" sanitary sewer, allowing for decommissioning and demolition of an existing pump station.

Water and Wastewater Systems Vulnerability Assessment: Hazen conducted vulnerability/risk and resiliency assessments for Seminole County's water and wastewater systems prior to development of the American Water Works (AWWA) J 100 Risk and Resilience Management of Water and Wastewater Systems (RAMCAP) processes and the 2018 America's Water Infrastructure Act (AWIA).

Project Highlights

- A large variety of minor projects have been handled under this contract, including alignment studies, vulnerability assessment, water reclamation facility rehabilitation, pipeline design, and raw water supply projects.

Project Profile

Total Cost: $864,033 (fees to date)

Project Duration: 2013-Present

Reference

Terrence McCue, PhD, PE
Director
Seminole County Environmental Services
500 W. Lake Mary Blvd.
Sanford, FL 32773
(407) 665-2012
tmccue@seminolecountyfl.gov

1021-323

Continuing Engineering Services

Utilities Commission, City of New Smyrna Beach, Florida

Since 2011, Hazen has provided continuing engineering services to the Utilities Commission of City of New Smyrna Beach's (UCNSB) for their water, wastewater, and reuse water groups.

Following is a brief description of selected assignments:

Task Authorization No. 1, Lift Station #19 Replacement: This project included design, permitting, and construction of a new wastewater lift station to replace an aging "steel can" type station. The new lift station included a concrete wet well with submersible pumps and motors, a valve vault, electrical control panel, and emergency generator. Duration: 04/2011-02/2012 (design), 05/2012-10/2013 (construction); Cost: $88,477 (fee), $325,160 (construction).

Task Authorization No. 3, Sodium Hypo Conversion at WRF Preliminary Design Services: This project included preliminary engineering services for design of a new sodium hypochlorite system to replace the existing gas chlorine system for disinfection at the WRF. A preliminary design report was prepared. Duration: 02/2014-06/2014 (design), 05/2017-02/2018 (construction); Cost: $29,491 (fee), $501,307 (construction).

Task Authorization No. 6, Capacity Investigation Glencoe Water Treatment Plant: The Glencoe WTP capacity is currently rated at 10.368 mgd. Hazen was retained to prepare a capacity analysis report to independently calculate the theoretical capacity through each unit and chemical process. Each process was analyzed individually, and limitations for the capacity were identified for the Utilities Commission's use to plan for facility expansion. Duration: 05/2019-10/31/19. Cost: $44,600 (fee).

Project Highlights

- Continuing services contract for UCNSB's water, wastewater and reuse water groups
- Pump station design
- Permitting
- Preliminary planning and design of WTPs and WWTPs

Project Profile

Total Cost: $349,326 (fees to date)

Project Duration: 2011-Present (two contracts)

Reference

Darren Phegley, PE
Project Manager,
Utilities Commission
City of New Smyrna Beach, 200 Canal Street
New Smyrna Beach, FL 32168
(386) 424-3072
dphegley@ucnsb.org

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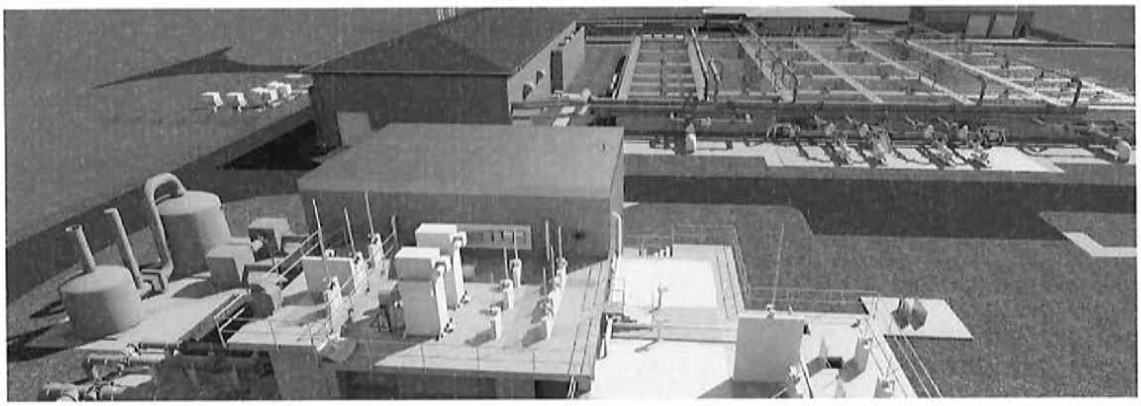


Hamlin Water Reclamation Facility, Phase 1

Orange County, Florida

As a subconsultant, Hazen provided preliminary design, final design, permitting, and bidding services for the first greenfield water reclamation facility in Orange County in over 40 years.

Phase 1 is a 5-mgd facility with ultimate build-out to 15 mgd. Hazen designed the advanced wastewater treatment biological nutrient removal process, which includes multi-stage centrifugal blowers, internal recycle pump station, fine bubble diffusers, mechanical mixers, and scum pump system. Hazen also designed the gravity belt thickener, temporary supplemental carbon, temporary alum, and hypochlorite feed and storage systems.

The WRF permitted effluent limits are 20 mg/L biological oxygen demand (BOD) and 5 mg/L total suspended solids (TSS) but was designed and will be operated to achieve 5 mg/L BOD, 5 mg/L TSS, 3 mg/L total nitrogen (TN), and 1 mg/L total phosphorus (TP) without expanding. The process employed at the WRF provides flexibility to the typical five-stage process using swing zones to adjust the volumes of the anaerobic, first anoxic, aerobic, and second anoxic stages. Each swing zone can be operated in one of two modes depending upon variations of influent characteristics and be optimized for seasonal changes in temperature and load.

Final design of the facility was performed using REVIT 3D software and required coordination between nine engineering firms. The REVIT model will provide the County with the tools to create a fluid asset management database.

Project Highlights

- First greenfield Orange County WRF since the 1980s
- BNR process design includes operational flexibility for system start-up and expandability during future phases

Project Profile

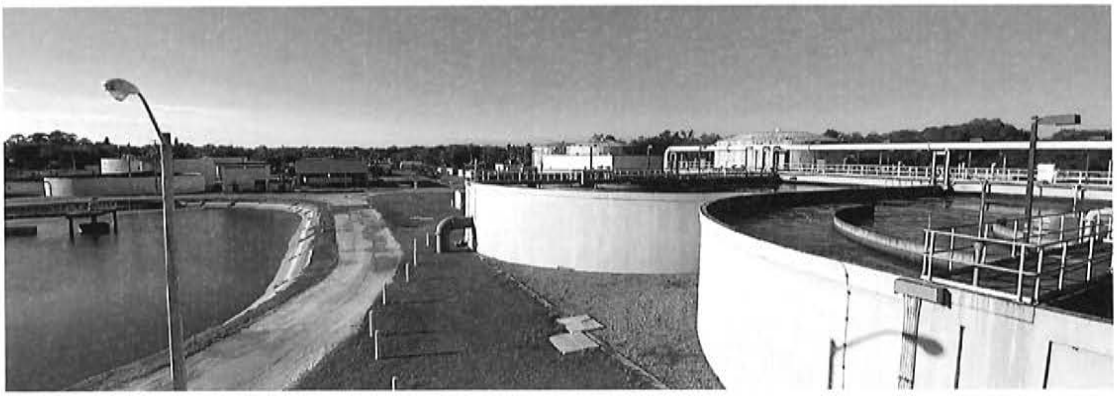
Total Cost: $1.3 million (fees); $110.3 million (construction)

Project Duration:
2013-2019 (design/permitting);
2019-Present (construction)

Reference

Mark Ikeler
Chief Engineer
Orange County Utilities Engineering Division
9150 Curry Ford Road
Orlando, FL 32825
(407) 254-9705
MarkCIkeler@ocfl.net

1021-1323



General Consulting Services

City of Plant City, Florida

Hazen has been working with the City of Plant City since 2017 on a variety of assignments ranging from rehabilitating existing infrastructure to planning for their future through master planning efforts.

Water Master Plan: The City retained Hazen to perform detailed analysis of its existing water distribution system to identify current and future needs to consistently provide the required flow and pressures to its existing and future customers. This analysis was done by developing an calibrated hydraulic model of the City. This work will help to ensure proper service to new developments while maintaining a high level of service to its existing customers. Project is ongoing and currently on budget.

Tank No. 3 Tank Mixing Evaluation: The City requested that Hazen investigate disinfectant by-product (DBP) issues associated with Tank No. 3 at WTP No. 1 to determine the source of elevated DBPs and possible mitigation measures. Hazen developed a water quality sampling plan that informed the subsequent tank modification design to alleviate DBP formation. Project was completed on budget and schedule.

Painting and Rehabilitation of the Water Storage Tanks: Hazen provided design and construction phase services for the inspection and rehabilitation of four of the City's above-ground concrete storage tanks, three reclaimed water tanks at the WRF, and one at the WTP. The tank work included exterior and interior inspections of the concrete surfaces and structures, repair of cracked and damaged concrete areas, application of final finish coatings, and rehabilitation of the tanks' mechanical appurtenances. Project was completed on budget and schedule.

Project Highlights

- Rehabilitation of existing infrastructure
- Master Planning
- Wastewater/Water
- Reclaimed Water
- Biosolids
- Pump Stations

Project Profile

Total Cost: $550,000 (fees to date)

Project Duration: 2017-Present

Reference

Lynn Spivey, Director
Utilities Department
City of Plant City
1500 W Victoria Street
Plant City, FL 33563
(813) 757-9190
lspivey@
plantcitygov.com

1021-323

Continuing Engineering Services

Polk County, Florida

Hazen completed several assignments for water and wastewater system assignments under two separate continuing services agreements.

All projects have been successfully completed on time and within budget. Typical projects include:

Pressure Reducing Station Modifications: Hazen provided design, bidding, and construction services for the installation of five new PRV stations and the demolition of four existing stations. The stations were completed and placed in service under a Best Value procurement method, one of the first efforts of this delivery method used by PCU. Cost: $106,000 (fee); $497,000 (construction).

Dewatering Facilities at Five Wastewater Treatment Facilities: Hazen provided design, bidding, and construction services for mobile dewatering unit accommodations at four existing wastewater plants with assistance in acquiring two mobile dewatering centrifuge units, and a permanent screw press dewatering facility at a fifth wastewater plant. Cost: $310,000 (fee); $4.085 million (construction).

Pollard Water Treatment Plant: Hazen was retained for the design, permitting, and construction of a new water production facility to supplement the water service area's water supply capacity. The facility has been in operation since 2012 and includes a new supply well, a hypochlorite disinfection system, ground storage tank, and high service pumping. Cost: $357,000 (fee); $5.1 million (construction).

Project Highlights

- Design, bidding, and construction services
- Continuing services contract

Project Profile

Total Cost: Design fee and construction costs included with each project description.

Project Duration: 2007-2017 (design); 2008-Present (construction)

Reference

Mark Addison, PE
Community Investment Program Manager
Polk County Utilities Division
1011 Jim Keene Blvd.
Winter Haven, FL 33880
(863) 298-4214
markaddison@polk-county.net

1021-323

Continuing General Engineering Consultant

City of Tampa, Florida

Hazen has been one of the City's general engineering services consultants since 2002, having its contract continuously renewed, most recently in 2020.

Brief descriptions of the projects that have been completed under this contract are provided below.

Howard F. Curren AWTP – Gravity Thickener and Sludge Pump Replacement: Hazen designed replacement of the thickener mechanisms, replacement of the pumps with screw centrifugal type pumps, and coordination of new pumps and controls with the existing VFDs and plant monitoring system. Project was completed on budget and on schedule in 07/2015. Cost: $85,000 (fee); $1 million (construction).

Howard F. Curren AWTP Dewatering System Evaluation and Pilot Testing: Hazen conducted pilot testing of dewatering and polymer activation technologies to be used as the basis for design for sludge dewatering process improvements. Dewatering technologies evaluated included centrifuge, belt filter press, screw press, and rotary fan press. Cost: $99,000 (fee); construction N/A. Project was completed on budget and on schedule in 2013.

Wastewater Collection System SCADA/Telemetry Upgrades: Hazen performed an assessment of the City's wastewater collection system's radio telemetry system. As a result of this evaluation, the existing obsolete base station and operator work stations will be replaced. Cost: $99,800 (fee); $267,000 (construction). This project is currently under construction, but is within budget and schedule.

Project Highlights

- Pipeline design
- Utilities CEI services
- Permitting
- Preliminary planning and design of water treatment plant
- Preliminary planning and design of WWTPs
- General utilities engineering support services

Project Profile

Total Cost: $775,000 (fees to date); $1.7 million (construction)

Project Duration: 2002-Present

Reference

Rory Jones
Chief Design Engineer
City of Tampa
306 East Jackson Street
Tampa, FL 33602
(813) 231-5291
rory.jones@tampagov.net

1021-323

General Consulting Services for Potable Water, Wastewater, and Reclaimed Water Projects

City of St. Petersburg, Florida

The City of St. Petersburg selected Hazen, under a continuing services contract, to provide engineering and design services for various wastewater projects, including the following projects all completed on budget and schedule.

Lift Station 85 and Force Main Improvements: Hazen provided design and construction services for 5,600 feet of a 30-inch force main to transfer of influent flow to the City's SWWTP from facility that was being decommissioned. This included a microtunnel installation under I-275, a jack and bore under existing roadway, bypass pumping and new influent flow meter to minimize disruption of service during construction.

Northwest Wastewater Treatment Plant (NWWWTP) Return Activated Sludge (RAS) Pump Replacement: The City retained Hazen to provide miscellaneous utilities design services required for RAS pump replacement. Controls were added to allow for the capability to pace the return rates with the plant influent flow and also allow the return rate to be adjustable over a percentage range of the plant influent flow rate.

Northeast Water Reclamation Facility (NEWRF) Reject Water Storage Wastewater Collection System Analysis: The City retained Hazen to evaluate and provide a conceptual analysis of three alternatives for storage and return of effluent should one or more of the discharge parameters not meet the permitted standards at the NEWRF.

NEWRF Clarifier #5 Improvements: This project includes the upgrade of Clarifier #5 by replacing the aging and declining infrastructure. Clarifier #5 was originally built in 2002.

Project Highlights

- Engineering planning and design
- Hydraulic modeling
- Pipeline design
- Pump station design
- Planning and design of WTPs and WWTPs
- General utilities engineering support services

Project Profile

Total Cost: $857,000 (fees to date); $7.1 million (construction)

Project Duration: 2008-2012; 2016-Present (two contracts)

Reference

Diana Smillova, PE
Engineering Design Mgr.
Engineering and Capital Improvements Dept.
City of St. Petersburg
1 Fourth Street North
St. Petersburg, FL 33701
(727) 893-4165
diana.smillova@stpete.org

1021-323

Miscellaneous Professional Engineering Services for Water and Wastewater

Hillsborough County, Florida

Since 2012, Hazen has provided general water and wastewater engineering services to Hillsborough County as one of their on-call engineers.

Hazen has completed numerous assignments under this contract, ranging from valve replacements to WWTP process upgrades. Typical projects include:

Septic Tank Conversion Program: Hazen conducted an assessment of unsewered areas in the Hillsborough County Urban Service area to analyze the feasibility of future sewer service. The first phase of the project included data collection, delineation and grouping of unsewered areas, and prioritization of areas for service. The next phase included alternatives analysis and conceptual design. Cost: $95,500 (fee). Project was completed on time and on budget in 12/2017.

Shell Point Road Water Main Replacement: Hazen provided design, permitting, and construction services including installation of approximately 8,000 feet of 8-inch DI/PVC water main and interconnection with existing piping, including over 3,000 feet of directional drills and 12 jack and bore crossings. Construction services include preparation and submittal of construction plans and construction observation services including documentation and verification of materials installed and erosion control inspection. Cost: $500,000 (fee); $2.6M million (construction). Project was completed in 08/2017.

Project Highlights

- General utilities engineering
- Hydraulic modeling
- Pipeline and pump station design
- Utilities CEI services
- Utility infrastructure condition assessment
- Permitting
- Septic to sewer

Project Profile

Total Cost: $1.7 million (fees to date); $4.5 million (construction)

Project Duration: 2012-Present

Reference

Kevin Moran, PE
925 E. Twiggs Street
Tampa, FL 33602
(813) 209-3073
morank@hillsborough-county.org

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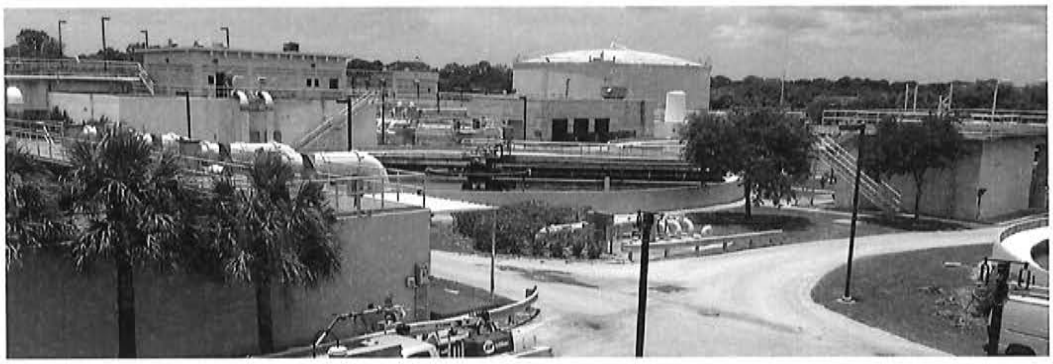

Professional Engineering Services

Pinellas County, Florida

Hazen has been successfully working with Pinellas County since 2012 on several assignments, including:

South Cross AWTP 54-inch Influent Line Inspection and Rehabilitation: Hazen inspected a 54-inch influent line to evaluate repair/replacement options including liners, partial replacement, and full replacement. Project included development of an extensive bypass pumping system (~ 80 mgd). Cost: $188,000 (fee); construction N/A. Project was completed on budget and on schedule in 2018.

Sanitary Sewer Overflow (SSO) Abatement Study – Seminole Boulevard: Hazen identified potential sources of SSOs at three specific manhole locations within the County's sewer system. Project included modeling, flow monitoring, and manhole inspection to develop a recommendation for improvement. Cost: $87,000 (fee); construction N/A. Project was completed on budget and on schedule in 06/2018.

W.E. Dunn WRF Operating Permit Renewal: Hazen is providing engineering services related to the operating permit renewal application issued by FDEP. The application includes updated capacity analysis and operation and maintenance performance reports. Cost: $85,000 (fee). Project is ongoing.

Sewer Interceptor Rehabilitation: Hazen is providing engineering services related to lining approximately 320 linear feet of 12-inch and 1,800 linear feet of 18-inch-diameter sewer including design, permitting and construction services. Cost: $65,000 (fee); $200,000 (construction). Project is ongoing with construction expected to be completed in 02/2021.

Project Highlights

- General utilities engineering support services
- Pipeline and pump station design
- Utilities CEI services
- Utility infrastructure condition assessment
- Permitting
- Hydraulic modeling
- Wastewater facility operating permit renewals
- Construction management and inspection services

Project Profile

Total Cost: Design fee and construction costs included with each project description.

Project Duration:
2012-Present

Reference

Margaret (Becky) Cooke, PE
Senior Engineer
Pinellas County Utilities
14 S. Fort Harrison Ave.
Clearwater, FL 33756
(727) 453-3343
mcook@co.pinellas.fl.us

1021-323

Project Team

To provide the City with as-needed utilities engineering services, Hazen has assembled a dedicated team with significant experience and knowledge in the proposed scope areas. We have a deep bench of staff who have worked together on water and wastewater projects for Central/West Florida clients over many years. Our team members are committed to providing quality, prompt, and responsive services while meeting the City of Ocoee's goals.

We understand that clients select consultants based on team qualifications, and we have proposed individuals who will work on your projects—what you see is what you get. In addition, many of our team members have worked together on previous and current projects.

Our team members have proven experience working in the proposed scope areas, which they will bring to bear on the City's assignments. Most of our team members are long-time Florida residents and offer considerable knowledge of Florida's current and historic issues related to water and wastewater utilities and the natural environment.

With this experience, our team members understand the importance of being

available and responsive

since assignments may be made under emergency conditions or driven by regulatory requirements.

Organizational Chart

The Hazen team has the expertise and depth of resources to deliver. Our team is available and ready to start on any project immediately.

Our organization management and the responsibilities of management and staff performing on this contract appears on the next page, followed by brief biographies for key staff. Resumes for key staff (marked with an asterisk on the organizational chart) are included at the end of this section. Additional resumes can be provided upon request.

STATE OF FLORIDA LICENSE

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

HAZEN AND SAWYER, P.C.

HAZEN AND SAWYER
498 SEVENTH AVENUE
11TH FLOOR
NEW YORK NY 10018

LICENSE NUMBER: C27771

EXPIRATION DATE: FEBRUARY 28, 2021

- Complete in-house resources
- Projects within budget and schedule
- Dependable and trustworthy deliverables

1021-023

PROJECT DIRECTOR
★ Ervin Myers, Jr., PE

PROJECT MANAGER
★ Derek Bieber, PE

QA/QC
★ Curtis Kunihiro, PE, BCEE

Water, Wastewater, and Reclaimed Water Treatment and Storage Systems

Water Treatment
★ Robert Anderson, PE
★ Martin Coleman, EI

Wastewater Treatment
★ Jacob Porter, PE, BCEE
★ Derek Bieber, PE

Reclaimed Water
Stephanie Ishii, PhD, PE, ENV SP

Biosolids
★ Josefin Hirst, PE
★ Frederick Holmes, PE

Wastewater Process Modeling
Rosalyn Matthews, PhD, PE

Odor Control
Ryan McKenna, PE

Regulatory
Christine Owen

Wastewater Facility Operating Permit Renewals
★ Kevin Say, PE

Water, Wastewater, and Reclaimed Water Conveyance Systems

Pipeline Design
★ Taylor Bomarito, PE
Arjang (RJ) Ezazi, PE

Utility Infrastructure Condition Assessment
★ John Schroeder, PE, BCEE

Pump Station Design
★ Frederick Holmes, PE
★ Kevin Say, PE
★ Martin Coleman, EI

Utilities Construction Engineering Inspection
Robert Bolesta

Odor Control
Ryan McKenna, PE

Utility-Related Permitting
Kevin Say, PE

Water, Wastewater, and Reclaimed Water Planning

Water Master Planning
Andre Dieffenthaller, PE

Wastewater Master Planning
Daniel Schmidt, PE
★ Neha Jagtap, PhD

Reclaimed Water Master Planning
★ Frederick Holmes, PE

Septic to Sewer Evaluations
Josefin Hirst, PE
★ Neha Jagtap, PhD

Support Services

Electrical
John Burke, PE

I&C/SCADA
Daniel Schmidt, PE

Construction Admin.
Robert Bolesta
John Wilhoit, EI

Civil
Arjang (RJ) Ezazi, PE
Tyler Mokris, EI

Structural
● John Sobczak, PE

HVAC/Plumbing
● John Stellpflug, PE

Surveying/SUE
● Eric Cain, PSM
Carlo Pilia

Geotechnical
● Verna "Gene" Williford, PE
Richard McCormick, PG

SUBCONSULTANTS

- ● Wekiva Engineering, LLC
- ● SGM Engineering, Inc.
- ● ECHO UES, Inc.
- ● Geotechnical and Environmental Consultants, Inc.

★ Key Personnel

Key Staff Resumes located on Pages 32-43 include total years of experience and total years of experience with current firm.

1021-923

Derek Bieber, PE
Project Manager

- ✔ Specializes in water and wastewater engineering projects.
- ✔ Most of his career has been spent working at nine Central Florida wastewater treatment facilities with experience in pilot studies, preliminary design, final design, construction and start-up.

Ervin Myers, Jr., PE
Project Director

- ✔ Extensive experience with the planning, design, permitting, bidding and construction management of water and wastewater treatment plants.
- ✔ Will ensure that all necessary resources are available to the project team.

Curtis Kunihiro, PE, BCEE
QA/QC

- ✔ Vast experience in process design, detailed design, construction, and operations.
- ✔ Will provide thorough QC review from a cost-effectiveness, reliability, ease of operation, and constructability standpoint, including maintenance of operations during construction.

Robert Anderson, PE
Water Treatment

- ✔ Specializes in potable water supply, transmission, treatment, storage and distribution projects as well as chemical and odor control system design.
- ✔ Served as Project Manager for the City of Orlando Iron Bridge WRF Odor Investigation.

Martin Coleman, EI
Water Treatment; Pump Station Design

- ✔ Experience includes water treatment process modifications and optimization.
- ✔ Co-authored the disinfection master plan for Orlando Utilities Commission with an emphasis on cost evaluation between chlorine gas, bulk sodium hypochlorite, and on-site sodium hypochlorite generation.

Jacob Porter, PE, BCEE
Wastewater Treatment

- ✔ Extensive experience in construction and environmental engineering in the areas of water and wastewater treatment and biological wastewater treatment.
- ✔ Responsibilities have included all aspects, from conception and planning to design, construction, and performance assessment.

1021-523

Josefin Hirst, PE
Biosolids; Septic to Sewer Evaluations

- ✔ Has worked on a wide variety of biosolids projects, including master planning, permitting, pilot testing, treatment design, and construction projects.
- ✔ Has provided engineering services for evaluation and design of digestion treatment facilities, dewatering facilities, drying facilities and conveyance systems.

Neha Jagtap, PhD
Wastewater Master Planning; Septic to Sewer Evaluations

- ✔ Has worked on a wide variety of wastewater projects, including master planning, septic to sewer, and surveillance of SARS CoV-2.
- ✔ Specializes in providing engineering services for the evaluation of wastewater treatment and conveyance systems.

Taylor Bomarito, PE
Pipeline Design

- ✔ Design experience include trenchless, aerial, and open-cut pipelines along a variety of challenging corridors requiring extensive permitting.
- ✔ Served as Project Manager/EOR for the Alternate A1A/Damon Bridge Water Transmission Main Replacement and Force Main Installation

John Schroeder, PE
Utility Infrastructure Condition Assessment

- ✔ Specializes in sewer system assessments, pressure pipe assessments, pipeline design, and pipeline rehabilitation.
- ✔ Extensive experience in pump station design, I/I studies, NPDES permitting, construction inspections, and cost estimating.

Kevin Say, PE
Wastewater Facility Operating Permit Renewals; Pump Station Design; Utility-Related Permitting

- ✔ For City of St. Augustine Lift Station Rehabilitation, provided mechanical and civil drawings for multiple lift stations based upon client and CMAR input.
- ✔ Provided bidding and construction phase services for new reclaimed water pumping station for Orange County Utilities Water Conserv II Inline Booster Pump Station.

Frederick Holmes, PE
Biosolids; Pump Station Design; Reclaimed Water Master Planning

- ✔ Project Manager for design and construction of rehab and replacement work for the City of Casselberry's only Water Reclamation Facility.
- ✔ Planning, permitting, design, and construction experience includes water and wastewater facilities, as well as stormwater, reuse, and conveyance.

1021-023

Firm's and Employee's Certifications and Registrations

A table listing our proposed team members and registration with regulatory agencies, professional organizations, etc. appears below. A copy of Hazen's professional engineer's license also appears on Page 24.

	Name	Proposed Role	FL License No.
★	Ervin Myers, Jr., PE	Project Director	55397
★	Derek Bieber, PE	Project Manager; Wastewater Treatment	77500
★	Curtis Kunihiro, PE, BCEE	QA/QC	33688
★	Robert Anderson, PE	Water Treatment	47129
★	Martin Coleman, EI	Water Treatment; Pump Station Design	N/A
★	Jacob Porter, PE, BCEE	Wastewater Treatment	65453
	Stephanie Ishii, PhD, PE, ENV SP	Reclaimed Water	85327
★	Josefin Hirst, PE	Biosolids; Septic to Sewer Evaluations	69835
★	Fredrick Holmes, PE	Biosolids; Pump Station Design; Reclaimed Water Master Planning	66573
	Rosalyn Matthews, PhD, PE	Wastewater Process Modeling	64970
	Ryan McKenna, PE	Odor Control	72256
	Christine Owen	Regulatory	N/A
★	Kevin Say, PE	Wastewater Facility Operating Permit Renewals; Pump Station Design; Utility-Related Permitting	85482
★	Taylor Bomarito, PE	Pipeline Design	80453
	Arjang (RJ) Ezazi, PE	Pipeline Design, Civil	40109
★	John Schroeder, PE, BCEE	Utility Infrastructure Condition Assessment	86323
	Robert Bolesta	Utilities Construction Engineering Inspection, Construction Administration	N/A
	Andre Dieffenthaller, PE	Water Master Planning	49928
	Daniel Schmidt, PE	Wastewater Master Planning; I&C/SCADA	40233
★	Neha Jagtap, PhD	Wastewater Master Planning; Septic to Sewer Evaluations	N/A
	John Burke, PE	Electrical	17301
	John Wilhoit, PE	Construction Administration	90602
	Tyler Mokris, EI	Civil	N/A
	John Sobczak, PE	Structural	71407
	John Stellpflug, PE	HVAC/Plumbing	68794
	Eric Cain, PSM	Surveying/SUE	7131
	Carlo Pilia	Surveying/SUE	N/A
	Verna "Gene" Williford, PE	Geotechnical	82275
	Richard McCormick, PG	Geotechnical	2096

1021-323

Subconsultants

Our proposed project team includes locally-based firms to provide a highly knowledgeable engineering team for the tasks outlined in the Scope of Work.

Wekiva Engineering, LLC

Wekiva Engineering, LLC (Wekiva) provides structural engineering services to an array of industry sectors that include water and wastewater facilities, solid waste facilities, and commercial buildings. The firm's experienced engineers have provided cost-effective solutions and exceptional results for clients throughout the Southeastern United States.

Wekiva's experience allows the firm to solve engineering problems with simplicity and innovation. The firm's designers are proficient in the various applicable design and building codes, allowing them to apply effective and proper solutions early in the design stage. In addition, Wekiva's engineers frequently work with contractors providing value engineering ideas and solutions.

WEKIVA ENGINEERING

711 Orlando Avenue, Suite A
Winter Park, FL 32789

Role: Structural

STATE OF FLORIDA LICENSE

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

WEKIVA ENGINEERING, LLC

SGM Engineering, Inc.

SGM Engineering, Inc. (SGM) was founded and incorporated in the State of Florida in 1991 and is a graduated 8(a) – mentor protege, SDB, and MBE professional consulting firm registered to do business in over 40 states. The firm's headquarters is located in Orlando, Florida, with an established office located in Fort Lauderdale, Florida. SGM has extensive experience associated with the governmental, educational, and commercial industries, including mechanical (HVAC, plumbing, fire protection), and electrical engineering.

The SGM team is capable and qualified to design all aspects of MEP systems for renovations, additions, and new facilities with knowledgeable emphasis on codes and energy conservation requirements. SGM is dedicated to providing the highest level of response, quality of design construction documents, cost estimates, construction administration and coordination efforts with construction managers and owners representatives by ensuring that professional standards and timeliness of all projects are met.

SGM ENGINEERING

935 Lake Baldwin Lane
Orlando, FL 32814

Role: HVAC/Plumbing

STATE OF FLORIDA LICENSE

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

SGM ENGINEERING, INC.

1021-S23

ECHO UES, Inc.

ECHO UES, Inc. (ECHO) is a small business founded in 2017 by a group of partners with civil engineering, surveying, construction and utility/GIS background, who believe in providing high quality and reliable utility and survey data to design better, build faster, and safely enhance engineering, design, construction and maintenance of infrastructure. ECHO employs over 60 full-time employees and has 20 field crews that will be available to provide services for this contract.

ECHO provides subsurface utility engineering and survey and mapping professional services throughout Florida for a variety of projects, assisting owners, engineers and constructors in better performing throughout the entire project cycle, from design to construction and maintenance of infrastructure.

Services provided include the study, analysis, and depiction of existing underground utilities potentially impacted by a project, in addition to the collection of accurate topographical and specific purpose surveys to represent the above ground site conditions.

ECHO
UTILITY ENGINEERING & SURVEY

400 State Road 434, Suite 1024
Oviedo, FL 32765

Role: Surveying/SUE

STATE OF FLORIDA LICENSES

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS
THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
ECHO UES, INC.
14514 N DALE MABRY HIGHWAY
TAMPA FL 33618
LICENSE NUMBER: CAE0044
EXPIRATION DATE: FEBRUARY 28, 2021
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Professional Surveyor and Mapper Business License

ECHO UES, INC.
14514 N DALE MABRY HWY
TAMPA, FL 33618-1518

Geotechnical and Environmental Consultants, Inc.

With offices in Orlando and Kissimmee, Geotechnical and Environmental Consultants, Inc. (GEC) has provided geotechnical engineering support throughout Central Florida for over 26 years, covering complex highway projects such as PD&E studies, design and design/build.

GEC's core services include geotechnical engineering for highway and bridge design, contamination screening and assessment, and construction phase services, including pile driving inspection and materials testing and inspection. The firm's approach includes identifying any project geotechnical issues early in the schedule.

GEC Geotechnical and Environmental Consultants, Inc.

919 Lake Baldwin Lane
Orlando, FL 32814

Role: Geotechnical

STATE OF FLORIDA LICENSE

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS
THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
GEOTECHNICAL & ENVIRONMENTAL CONSULTANTS, INC.
919 LAKE BALDWIN LANE
ORLANDO FL 32814
LICENSE NUMBER: CA30582
EXPIRATION DATE: FEBRUARY 28, 2021
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1021-323

References

Below are verifiable project references for which Hazen is currently performing continuing services. We encourage the the City of Ocoee, to contact each reference, as we are proud of our proven success at meeting the goals and objectives of our clients. We have also provided selected client quotes below.

Project	Client Contact
City of New Smyrna Beach Utilities Commission Continuing Engineering Services	Darren M. Phegley, PE, Project Manager City of New Smyrna Beach, Utilities Commission 386.424.3072 / dphegley@ucnsb.org
Seminole County Continuing Engineering Services for Utility Improvement Projects	Terrence McCue, PhD, PE, Director Seminole County Environmental Services 407.665.2012 / tmccue@seminolecountyfl.gov
Orlando Utilities Commission Engineering, Consulting and Support Services for Water Production	Quyen M. Newell, PE, Senior Engineer – Water Production Orlando Utilities Commission QNewell@ouc.com / 407.434.2568
City of Tampa Continuing General Engineering Consultant	Rory Jones, Chief Design Engineer City of Tampa 813.231.5291 / rory.jones@tampagov.net
Hamlin Water Reclamation Facility, Phase 1	Mark Ikeler, Chief Engineer Orange County Utilities, Engineering Division 407.254.9705 / markoikeler@ocfl.net

"Hazen's staff was capable and responsive to the County's needs, and delivered the project on time and within budget."

Terrence (Terry) McCue, PhD, PE
Seminole County, FL, September 28, 2017

"For nearly 20 years, through dedicated service, the firm has performed admirably on both a continuing services and special project basis providing high quality designs and professional studies in support of the capital expansion, asset renewal and replacement and general operations of both the Town's water and stormwater systems...the services provided by the firm have been remarkable and they have become an integral part of our operation's continued success."

David Brown, Director of Utilities
Town of Jupiter, FL, April 17, 2017

"Hazen and Sawyer project team has shown competence, experience, and knowledge...The project team communicates very well; they are timely in their project deliverables and have managed to keep the budget even when additional work is requested of them."

Ivana Kajtezovic, Planning Program Manager
Tampa Bay Water, April 27, 2017

1021-023

Key Staff Resumes

Derek Bieber, PE

Project Manager; Wastewater Treatment

Mr. Bieber specializes in wastewater treatment facility projects. He has participated in the design of wastewater treatment plants, with experiences ranging from process design to pump station and gravity hydraulic design.

Education
BS, Environmental Engineering, University of Central Florida, 2007

Certification/License
Professional Engineer: FL

Areas of Expertise
- Wastewater Facility Design
- Chemical Feed and Storage Systems
- Pump Station Design
- Hydraulic Modeling
- Water and Wastewater Field Analysis
- Disinfection and Disinfection Byproducts

Experience
- 14 total years
- 6 years with Hazen

Professional Activities
- American Water Works Association
- Florida Water Environment Association

As Project Manager, Mr. Bieber will assign and direct the design teams and subconsultants. He has completed projects at eight Central Florida water reclamation facilities and is responsible for the design of the biological nutrient removal (BNR) basin for the Orange County greenfield facility.

Municipal Airport Water Main Project, City of Arcadia, FL
Mr. Bieber served as Project Manager for the preliminary and final design of a project designed to create a loop to close two dead ends in the City water distribution system. The project consisted of the design of 10,300 lf of 8" water main in City and County right of way.

Southwest Water Reclamation Facility, Orange County Utilities, Orlando, FL
Mr. Bieber serves as Project Engineer for the preliminary and final design of a new 5-mgd AADF (15-mgd AADF build-out) advanced wastewater treatment (BNR) facility. He was responsible for design of the basin, fine bubble diffusers, non-clog centrifugal internal recycle pumps, and scum pump station. The BNR is designed to treat effluent to a 5-5-3-1 quality. The project is currently under construction (completion est. 2022).

Yankee Lake Water Reclamation Facility Repair and Replacement, Seminole County Environmental Services Department, Sanford, FL
Mr. Bieber served as a Project Engineer during final design of the Yankee Lake Water Reclamation Facility (WRF). The project consists of replacement of return activated sludge pumps, sludge holding tank diffusers, belt filter press air compressor, positive displacement blowers, vertical turbine filter backwash pumps, vertical turbine effluent transfer pumps, and chlorine contact tank influent slide gates. He was responsible for creation of the contract documents and the Florida Department of Environmental Protection minor modification permit application.

1021-023

Ervin Myers, Jr., PE

Project Director

Mr. Myers has 25 years of experience with the planning, design, permitting, bidding and construction management of water and wastewater treatment plants, alternative water supply studies and issues, pump stations (water/wastewater/stormwater), program management services, water quality issues, hydraulic modeling, water quality modeling, water supply planning and infrastructure improvements.

He has extensive experience with collaborative project delivery including construction-management-at-risk (CMAR), design-build, design-build-operate, and owner's engineer. Mr. Myers has managed complex, multi-million-dollar projects and is known to be a leader that delivers high quality work on schedule and within budget.

Southwest Water Treatment Plant Ozononator Replacement, Orlando Utility Commission, FL
Mr. Myers served as Project Director in charge of overeeing the CMAR team responsible for preconstruction services, project bidding, owner-furnished equipment support, GMP development, subcontractor management, and construction of improvements to the utility's largest ozone water treatment plant (40 mgd).

10-Year Water Supply Facility Work Plan, Seminole County, FL
Mr. Myers served as Principal-in-Charge in assisting the County with the preparation of an updated water supply plan to satisfy regulatory requirements and assist with updates to the Comprehensive Plan. Tasks include data collection, service area population and water demand projections, assessment of alternative water supplies, optimization of existing supplies and treatment facilities, and work plan preparation and development of implementation costs and timelines to add new supplies to the services areas served by the Seminole County Environmental Services Department.

Tampa Bay Water System Configuration I and II Programs, Hillsborough, Pasco, Pinellas Counties, FL
Mr. Myers served as Project/Program Manager for the System Configuration I Program to implement a new regional water supply and transmission system. This included a new surface water treatment plant, seawater desalination facility, raw water pumping stations, and more than 100 miles of large diameter pipelines.

Education
MS, Environmental Systems Engineering, Clemson University, 1996

BS, Civil Environmental Engineering, Penn State University, 1994

Certification/License
Professional Engineer: FL

Areas of Expertise
- Water Treatment
- Water Quality
- Water and Wastewater Plant Design
- Pump Stations
- Disinfection
- Master Planning
- Water Supply Planning
- Collaborative Delivery
- Program Management

Experience
- 25 total years
- 1 year with Hazen

Professional Activities
American Water Works Association

1021-323

Curtis Kunihiro, PE, BCEE

QA/QC

Mr. Kunihiro specializes in municipal water, wastewater, and reclaimed water facilities.

His knowledge and experience in process design, detailed design, construction, and operations allows thorough QC review from the standpoints of cost-effectiveness, reliability, ease of operation, and constructability, including maintenance of operations during construction. Within the last 3 years, Mr. Kunihiro has performed QC reviews of the Orange County Water Conserv II 90-mgd Booster Pump Station, the City of Casselberry Wastewater Treatment Plant Improvements, the University of Florida Water Reclamation Facility (WRF) Biosolids Thickening Improvements, the City of Salem FOG Receiving Study, and the Polk County Northwest Regional Utility Service Area ASR System (including ASR well and chloramination).

John A. Buckley Surface Water Treatment Plant Chemical Storage Tank Replacement, City of Melbourne, FL
Mr. Kunihiro was the Engineer-of-Record for the project, which included condition assessments, identification of needed improvements, bidding documents, cost estimate, permitting services, and construction administration services. Four 12,500-gallon sodium hydroxide, three 12,500-gallon ferric sulfate, and two 3,000-gallon hydrofluosilicic acid bulk chemical storage tanks were replaced, and their chemical containment areas were rehabilitated.

Parkway Water Reclamation Facility Upgrades, Tohopekaliga Water Authority, Kissimmee, FL
Mr. Kunihiro was the Project Manager responsible for preliminary design, design, permitting, bidding, and construction administration for upgrades to the Authority's existing 1.5-mgd Parkway WRF. The upgrades included replacing the influent screen and grit remover equipment, refurbishing aerobic digester tanks, replacing the aeration system in the aerobic digesters, replacing electrical gear, providing a SCADA network with remote communication, and replacing two small generators with one generator sized to meet higher power demands from planned reclaimed water improvements.

Summerlake Park Boulevard Force Main, Orange County, FL
Mr. Kunihiro was the Engineer-of-Record for the installation of approximately 5,300 linear feet of new 30-inch force main along Summerlake Boulevard to connect to an existing wastewater pump station and an existing 30-inch force main to serve future development. The project included preliminary design, final design, permitting, public involvement, and construction administration services.

Education
BS, Chemical Engineering, Case Western Reserve University, 1977

Certification/License
Professional Engineer: FL, CA, GA

Board Certified Environmental Engineer (BCEE)

Areas of Expertise
- QA/QC
- Process Design
- Wastewater Pump Stations and Force Mains
- Conventional, Design-Build, and CMAR Implementation

Experience
- 43 total years
- 5 years with Hazen

Professional Activities
Water Environment Federation

American Academy of Environmental Engineers and Scientists

1021-323

Robert Anderson, PE

Water Treatment

Mr. Anderson specializes in potable water supply, transmission, treatment, storage and distribution projects as well as chemical and odor control system design.

Education
MS, Environmental Engineering, University of Central Florida, 1989

BS, Chemical Engineering, Geneva College, 1985

Certification/License
Professional Engineer: FL

Areas of Expertise
- Water Treatment
- Pipelines
- Chemical Systems
- Odor Control

Experience
- 33 total years
- 10 years with Hazen

Professional Activities
- American Water Works Association

Capacity Investigation, Utilities Commission, City of New Smyrna Beach, FL
Project Manager responsible for conducting a capacity investigation to assist the Utilities Commission with planning future plant improvements and expansion to address future water demands and regulations. Hazen analyzed the capacity of each unit process and determined which process is currently limiting plant capacity and which other processes could be become limiting in the future if the current capacity limitation is addressed. A capacity investigation report was prepared to summarize the work.

Chlorination Master Plan for WTPs, Orlando Utilities Commission, FL
Project Manager responsible for preparation of a master plan to evaluate existing gas chlorine vs. alternative forms of chlorination for disinfection at seven water treatment plants and one storage and repump facility. Alternative forms of chlorine evaluated include bulk sodium hypochlorite, on-site generated sodium hypochlorite and chlorine dioxide. A cost-benefit analysis was performed to assist OUC with decision making relative to the chlorination technology selection for each facility individually and for the entire group of facilities. In this case, bulk sodium hypochlorite provided OUC with the most benefits based on both cost and non-cost factors. Based on the recommendation in the study, OUC plans to replace the gas chlorine with bulk sodium hypochlorite at all the WTPs over the next few years.

Continuing Utilities Engineering Services, Ozone System Evaluation, Seminole County, FL
Project Engineer for the assessment of the ozone systems at the County's Southeast Regional and Country Club WTPs to determine source of ozone gas releases, equipment deterioration, and hydraulic issues within the system to make recommendations for improvements.

Process Optimization Study at Mims Water Treatment Plant, Brevard County, FL
Project Engineer responsible for the process optimization study at the Mims WTP, which uses lime softening followed by dual media filtration and chloramines for disinfection. The County was under a Consent Order for violation of the Stage 1 Disinfectant/Disinfection Byproducts Rule, specifically for exceeding the total trihalomethanes (TTHM) maximum contaminant level (MCL). Hazen was selected to investigate potential causes and provide recommendations to resolve the TTHM violation.

1021-323

Martin Coleman, EI

Water Treatment; Pump Station Design

Mr. Coleman has worked on multiple projects under Hazen's general consultant services contracts that are similar in scope to the City of Ocoee's proposed Utilities Engineering Services contract.

Education
MS, Environmental Engineering, University of Central Florida, 2018

BS, Environmental Engineering, University of Central Florida, 2016

Certification/License
Engineering Intern: FL

Areas of Expertise
- Drinking Water Quality, Treatment, and Distribution
- Chemical Systems
- Disinfection

Experience
- 6 total years
- 3 years with Hazen

Professional Activities
American Water Works Association

Water Research Foundation

Selected assignments have included the addition of sodium hypochlorite, carbon dioxide, and ammonium hydroxide at the Utility Commission of New Smyrna Beach's Glencoe Water Treatment Plant, and conversion from chlorine gas to bulk sodium hypochlorite at Orlando Utility Commission's water treatment facilities for primary and secondary disinfection.

Glencoe WTP Chemical Improvements, Utilities Commission, City of New Smyrna Beach, FL
Project Engineer for the design of the chemical systems improvements for the Glencoe WTP which will include replacing the existing gas chlorine and anhydrous ammonia systems with bulk sodium hypochlorite and ammonium sulfate, respectively, and adding a new carbon dioxide system for pH adjustment. The design included two pre-engineered metal buildings to house chemical storage tanks and metering pumps as well as carbon dioxide storage and feed skids. In addition to the final design documents. Mr. Coleman also completed an economic analysis between ammonium hydroxide and ammonium sulfate.

Southwest Service Area Potable Water Storage and Repump Facility, Orange County Utilities, Orlando, FL
As Engineer, assisted in preliminary investigation and design of the new Southwest Service Area Potable Water Storage and Repump Facility, The facility will provide potable water to residential and commercial developments in the area via a 2.5 million gallons ground storage tank. Chlorine residual will also be increased at the facility using bulk sodium hypochlorite.

Capacity Investigation, Utilities Commission, City of New Smyrna Beach
Project Engineer responsible for conducting a capacity investigation to assist the Utilities Commission with planning future plant improvements and expansion to address future water demands and regulations. A capacity investigation report was prepared to summarize the work. Cost: $44,600 (fee) Specific Role: Project Engineer

1021-023

Jacob Porter, PE, BCEE

Wastewater Treatment

Mr. Porter has over 20 years of experience in construction and environmental engineering in the areas of water and wastewater treatment and biological wastewater treatment.

Education

MS, Environmental Engineering and Science, Clemson University, 2000

BS, Biosystems Engineering, Clemson University, 1997

Certification/License

Professional Engineer: FL, SC

Board Certified Environmental Engineer (BCEE)

Areas of Expertise

- Water and Wastewater Facility Planning and Design
- Water and Wastewater Conveyance System Evaluations and Design
- Biosolids Management
- Construction Administration and Oversight

Experience

- 24 total years
- 15 years with Hazen

Professional Activities

American Water Works Association

1021-323

General Consulting Services, City of Tampa, FL

Mr. Porter serves as Project Manager. Under this contract, services have been provided to the City for its water, wastewater, and stormwater utility groups. Assignments include water main replacement, stormwater improvements, biosolids processing assessment, chemical feed system improvements, and gravity thickener and sludge pump replacements.

Chamberlin Master Lift Station, Charlotte County, FL

Mr. Porter served as Project Engineer responsible for the design, permitting, and construction oversight of a new submersible pump station with an initial capacity of about 700 gpm to serve commercial properties along U.S. Highway 41. Other parts of the project include force main and gravity sewer extensions, odor control, electrical building with VFDs, SCADA and Telemetry system, and site improvements. The station is being designed for a phased expansion with anticipated build-out connections of 14,000.

Loveland Grand Master Lift Station, Charlotte County, FL

Hazen serves as a subconsultant for design and construction of a new 48-inch gravity interceptor and 24-mgd influent pump station to the County's East Port Water Reclamation Facility. As Project Manager, Mr. Porter is primarily responsible for quality control engineering services for the new pump station mechanical, structural, and electrical design, which consist of six VFD driven submersible pumps in a self-cleaning dual wet well configuration. His other responsibilities include preliminary design services for new equalization storage and pumping and a new headworks.

U.S. Highway 41 Water, Wastewater, and Reclaimed Water Transmission Mains, Charlotte County, FL

Mr. Porter served as QA/QC Lead responsible for reviewing engineering design services associated with the replacement and addition of new water, wastewater and reclaimed water mains along a 3.5-mile corridor of US 41 for a FDOT widening project. The design included over 50,000 lf of new water, sewer and reclaimed water transmission mains ranging in size from 4 to 24 inches, with approximately half the new lines being 20 inches or greater. The project also required detailed coordination around existing and new proposed utilities.

Josefin Hirst, PE

Biosolids; Septic to Sewer Evaluations

Ms. Hirst has 17 years of experience in environmental engineering and has worked on a wide variety of biosolids projects.

Education
MS, Soil and Water Science, University of Florida, 2015

BS, Biosystems Engineering, Clemson University, 2004

Certification/License
Professional Engineer: FL

Areas of Expertise
- On-site Sewage Treatment and Disposal Systems
- Wastewater Facility Planning and Design
- Residuals and Biosolids Management
- Screen Performance Testing

Experience
- 17 total years
- 16 years with Hazen

Professional Activities
Water Environmental Federation

American Water Resources Association

She recently completed the Biosolids System Alternatives Evaluation for the City of Tampa Howard F. Curren Advanced Wastewater Treatment Plant (WWTP) Master Plan.

General Services Contract, Pinellas County, FL
Miscellaneous Services Contract since 2011 at both its water and wastewater systems. Ms. Hirst serves as Project Manager for projects related to its wastewater collection system including a sanitary sewer overflow abatement study, sanitary sewer flow monitoring study including over 192,000 linear feet of sewer pipe to reduce I-I, a sewer lining project of approximately 2,100 linear feet of 8-inch and 12-inch pipe assessment and rehabilitation, and the current William E. Dunn wastewater reclamation facility operating permit renewal. In addition, she led the team in the development of a modeling methodology and protocol for the PCSWMM modeling software platform, which was selected by the County to establish methods and approaches to be applied across the entire South County service area to ensure consistency in sanitary sewer model development and development of the base model. Status: Ongoing.

General Consulting Services, Hillsborough County, FL
Ms. Hirst served as Project Manager for the septic tank conversion program neighborhood prioritization project and Gibsonton area septic to sewer conversion study. She also served as Project Engineer for the Rocky Creek vacuum sewer collection system design and construction services project. A prioritization system for all of the County's residential unsewered areas within the Urban Service Area was developed incorporating cost-related criteria and environmental/public health criteria. Status: Ongoing.

Innovative Wastewater Treatment Program, JEA, Jacksonville, FL
Ms. Hirst assisted in the development of a long-term Regional Biosolids Management Plan for the County's 11 treatment facilities. She provided assistance in the design and implementation of the biosolids management plan including the permanent dewatering facility at one regional WWTP and mobile dewatering units for the other regional WWTPs.

1021-323

Frederick Holmes, PE

Biosolids; Pump Station Design; Reclaimed Water Master Planning

Mr. Holmes has been involved in the planning, design, and construction of more than 60 pump stations in the states of Florida and Texas.

Education
ME, Environmental Engineering, University of Florida, 2003

BS, Environmental Engineering, University of Florida, 2001

Certification/License
Professional Engineer: FL, TX

Areas of Expertise
- Design and Planning of Water and Wastewater Treatment Facilities
- Modeling, Evaluation, and Design of Water and Wastewater Pumping Stations
- Construction Management Services
- Pipeline Routing Evaluations

Experience
- 20 total years
- 18 years with Hazen

Professional Activities
American Water Works Association

He has worked with municipal clients in the areas of wastewater, reclaimed water, and potable water pumping and storage with capacities ranging from 0.5 mgd up to 450 mgd, and Hp from fewer than 10 Hp up to 1,000 Hp.

Lift Station Renewal and Replacement, City of Houston, TX
Mr. Holmes served as the Evaluation Task Manager for planning and design of improvements to six lift stations in the wastewater collection system, ranging from 0.5- to 2.5-mgd. Planning and design included the evaluation of alternatives for gravity diversion of the lift stations.

Water Conserv II, City of Orlando, FL
Mr. Holmes served as Project Engineer for the design and construction of a 90-mgd in-line booster pump station. The in-line booster pump station is being constructed to boost pressure in the existing pipeline for the purposes of meeting the peak flow needs of the Water Conserv II Distribution Center. The in-line booster pump station comprised seven vertical turbine pumps, controls for an unmanned facility, an electrical building and construction of a Fire Marshall access road.

In-Line Booster Pump Stations, City of Port St. Lucie, FL
Mr. Holmes served as Lead Project Engineer for the mechanical design and hydraulic modeling of three wastewater in-line booster pump stations with a combined capacity of 50-mgd and a total site improvement area of 5 acres. These pump stations included all ancillary equipment for remote operation, including generators and on-site fuel storage. He was responsible for performing design, permitting, bidding, and construction oversight.

Northeast Water Reclamation Facility Reject Storage and Pumping Improvements, Orange County, FL
Mr. Holmes served as Project Engineer during Preliminary Design for the construction of a new 2-mg reject storage tank, pumping improvements, and rechlorination facilities for the Orange County facility.

1021-323

Kevin Say, PE

Wastewater Facility Operating Permit Renewals; Pump Station Design; Utility-Related Permitting

Mr. Say has 10 years of experience focusing on water, wastewater, and stormwater applications.

Education
MS, Chemical Engineering, University of Cincinnati, 2015

BS, Chemical Engineering, University of Cincinnati, 2010

Certification/License
Professional Engineer: FL, OH

Areas of Expertise
- Process Engineering and Evaluations

Experience
- 10 total years
- 3 years with Hazen

Professional Activities
American Water Works Association

Florida Water Environment Association

He has a keen interest in biosolids applications. In addition to projects that focus on biosolids treatment, Mr. Say also has worked on headworks upgrades, biological nutrient removal, and a variety of secondary and tertiary treatment applications. These projects have ranged from feasibility study/master planning level through detailed design and construction support.

Thomas P. Smith Water Reclamation Facility Screening and Grit Removal, City of Tallahassee, FL
Mr. Say developed mechanical drawings for the installation of additional screening and grit removal equipment for City's water reclamation facility (WRF). He was responsible for coordinating with vendors to determine the optimum screening and grit removal equipment arrangements.

Hamlin WRF, Orange County, FL
Mr. Say completed and submitted Domestic Wastewater forms 1 and 2A to the Florida Department of Environmental Protection for a proposed 5.0-mgd WRF. He also supported bid phase contract document updates.

Biosolids Thickening Upgrades, University of Florida, FL
Mr. Say assisted with construction phase support of biosolids thickening upgrades at the University's WRF. He completed supporting calculations to verify centrifuge operation and specified ancillary system components for RFIs; authored project's O&M manual and created PowerPoint training presentation; and supported mechanical and instrumentation and controls for record drawing updates.

Membrane Bioreactor Feasibility Study, University of Florida, FL
Mr. Say was responsible for a feasibility study focused on comparing traditional secondary and tertiary processes against a membrane bioreactor for the University of Florida WRF.

Nutrient Removal Optimization Study, City of Tallahassee, FL
Mr. Say wrote a feasibility report that summarized a previously completed nutrient removal optimization study at the City's Thomas P. Smith WRF. He was also responsible for an alternatives analysis to determine which sidestream treatment technology would best optimize the removal of nitrogen and phosphorous at the WRF.

1021-023

Taylor Bomarito, PE

Pipeline Design

Mr. Bomarito is experienced in the planning, design, construction, and permitting of water and sewer infrastructure projects.

Education
ME, Environmental Engineering, University of Florida, 2012

BS, Environmental Engineering, University of Florida, 2011

Certification/License
Professional Engineer: FL

Areas of Expertise
- Pipeline Design
- Trenchless Pipelines
- Wastewater Construction
- Water Reuse Planning

Experience
- 11 total years
- 10 years with Hazen

Professional Activities
Florida Water Environment Association

American Water Works Association

Previous designs include trenchless, aerial, and open-cut pipelines along a variety of challenging corridors requiring extensive permitting. In addition, he is well versed in the construction management and inspection of wastewater treatment plant and pump station projects as well as pipelines.

Alternate A1A/Damon Bridge Water Transmission Main Replacement and Force Main Installation, Town of Jupiter, FL
Serves as Project Manager and Lead Designer for the joint project between the Town of Jupiter and the Loxahatchee River District. The project includes the replacement of 1,000 lf of existing 20" aerial steel water main with a new 12" steel main along with the installation of a new 16" stainless steel force main.

Southern Transmission Main Crossing of I-95 and the Turnpike at Donald Ross Road, Town of Jupiter, FL
Serves as Project Manager and Lead Designer for the horizontal directional drill (HDD) of 1,150 lf of 10-inch water main installed within an 18-inch casing pipe. The design also included 110 lf of open-cut tie-in piping and a flow and pressure monitoring station. The project involves extensive permitting due to the trenchless crossing of two major highways, a lake, and several canals.

Cary-Raleigh Water Supply Interconnections, Town of Cary, NC
Mr. Bomarito served as Project Engineer, Construction Manager, and Resident Project Representative for the project, which included 5,500 lf of 8" to 16" open-cut ductile iron water main, 3 jack and bored roadway crossings, and the modification of two existing pump stations. The pipelines were located along several high traffic roadways and intersections, requiring extensive maintenance of traffic and coordination with the NCDOT.

Ridge Road Water Main Rehabilitation, Orange Water and Sewer Authority, Carrboro, NC
Served as Project Engineer for the cured-in-place pipe (CIPP) rehabilitation of 1,600 lf of 12" and 8" water distribution system water mains. The project was the first CIPP water main constructed in the state of North Carolina. The project was located in a heavily developed corridor of the University of Chapel Hill campus and required significant coordination with traffic, public transportation, public safety, and campus events and schedules.

1021-023

John Schroeder, PE, BCEE

Utility Infrastructure Condition Assessment

Mr. Schroeder brings expertise in assessment, planning, design, and construction of stormwater, water, and wastewater systems. He is a nationally-recognized expert in pipeline assessment and rehabilitation.

Education
BS, Civil and Environmental Engineering, University of Cincinnati, 1992

Certification/License
Professional Engineer: FL, NY, OH

Board Certified Environmental Engineer (BCEE)

Master Trainer of NASSCO PACP

Areas of Expertise
- Condition and Pipeline Assessment
- Pipeline Rehabilitation
- Asset Management
- Trenchless Technologies
- Project Management

Experience
- 29 total years
- 3 years with Hazen

Professional Activities
North American Society of Trenchless Technologies

Water Environment Federation

Mr. Schroeder has performed numerous water and wastewater pipeline condition assessments across the country using a wide variety of assessment technologies. He is an expert in water, wastewater, and stormwater systems, as well as asset management, CMOM programs, pump station design, stormwater master plans, infiltration/inflow studies, water transmission design, construction inspection, and cost estimating. He is a master trainer in the NASSCO pipeline, manhole, and lateral assessment and certification programs (PACP, MACP, LACP), and has certified hundreds of professionals across the country in this program.

Technical Advisor and Sewer Rehabilitation Specialist, City of Arcadia, FL
Mr. Schroeder has been assisting with the assessment, rehabilitation, and replacement of the City's sanitary sewers, force mains, water mains, and pump stations. He serves as one of the design engineers and technical advisors for this ongoing program, and has been helping the City to efficiently collect, manage, and utilize its CCTV video, which is integrated into their GIS to make prioritized sewer rehabilitation programs.

Pipeline Asset Management Specialist, City of Sunrise, FL
Mr. Schroeder led the water main and force main asset management project. Using a variety of tools, including ModelBuilder, Power BI, ARCMAP and more, the team is developing a complete risk assessment (likelihood of failure and consequence of failure) and budget forecast for inspection and replacement of all of the city force mains and water mains. Mr. Schroeder is leading the team in the development of a short-term and long-term capital improvement plan for all of the City's water mains and force mains.

Pressure Pipe Assessment and Rehabilitation, Miami-Dade County, FL
Mr. Schroeder served as Technical Director and Project Engineer for the assessment and rehabilitation of a 19,000 lf, 54-inch sanitary force main and 48- and 72-inch clarifier pressure pipes at the County's WWTP. The 54-inch PCCP was inspected using Pure Technologies Pipe Diver to determine the location and extent of pre-stressed wire breaks. The projects involved alternative evaluations, preliminary design, final design, bidding assistance, and engineering services during construction.

1021-023

Neha Jagtap, PhD

Wastewater Master Planning; Septic to Sewer Evaluations

Dr. Jagtap specializes in systems-level evaluations of wastewater treatment for nutrient removal and recovery.

Education
PhD, Environmental Engineering, University of Florida, 2019

BS, Environmental Science, University of Florida, 2013

Certification/License
Stormwater Inspector: FL

Areas of Expertise
- Wastewater Process Engineering
- Nutrient Recovery
- Experimental Design
- Analytical Method Development
- Geographic Information System (GIS)

Experience
- 6 total years
- 1 year with Hazen

Professional Activities
American Water Works Association
- Joint Section Research Committee Chair, Local Section Subcommittee

Thomas P. Smith Water Reclamation Facility Master Plan, City of Tallahassee, FL
Dr. Jagtap served as Project Engineer in the development of a Master Plan for the City. She is using GIS software and tools to create project maps and perform population forecasts within the facility's service area. Existing and anticipated wastewater flows to the treatment plant will also be evaluated to guide the City's discussion on future service area expansion.

Innovative Wastewater Treatment Program, JEA, Jacksonville, FL
The City of Jacksonville historically led multiple septic tank phase out programs for areas without central water and sewer infrastructure. Many infrastructure projects were accomplished over the years through City capital project initiatives and the work continues today with the current septic tank phase out program. Dr. Jagtap is serving as Project Engineer on the Innovative Wastewater Treatment Program project to assess and recommend the most appropriate technologies and approaches (including centralized sewer, decentralized sewer and treatment or improved onsite treatment) that can be applied to these prioritized areas.

Experience Prior to Hazen
William Tyson Wastewater Treatment Plant, City of Arcadia, FL
The City's wastewater treatment plant is designed for 2-mgd annual average daily flow capacity. It has two trickling filters (TFs) which provide BOD removal. The facility had trouble meeting the unionized ammonia permit limit. Leakage of TF influent at the center column and over the top of the secondary arm weir boxes was previously reported during peak flow with 1 recirculation pump and 1 TF in service. Dr. Jagtap completed a site visit to observe operation of the South TF and take measurements and photos. Notes from the site visit were used for the basis for evaluation and recommendations to improve TF performance.

Experimental NPK Recovery from Stored Urine as Market Fertilizers and Non-Potable Water, University of Florida, FL
Dr. Jagtap completed a 4-year project which focused on integrating innovative resource recovery technologies to create marketable fertilizer products from human urine.

1021-323

Project Approach

Hazen understands the City needs firms with adept skillsets capable of solving the challenges facing the City of Ocoee. We have the tools and knowledge to successfully represent the City before regulatory agencies and provide engineering support to maintain, expand, and manage your utility assets and facilities.

Project Understanding

The City is seeking Utilities Engineers to perform engineering design services. The RFQ lists the type of assignments that may be given to the selected firms for this contract. In general, work will fall under one of the following areas:

- **Planning** – utility service studies, capital improvements, infrastructure rehabilitation, and utility engineering planning services
- **Permitting** – FDEP, SJRWMD, FDOT, and local building department
- **Design/Construction** – preliminary and conceptual design, final design and construction services for potable water, wastewater and reclaimed water systems ranging from gravity and force main to treatment facility projects
- **Financial** – grants, funding sources, and economic evaluations

Hazen has all of the necessary **experience, qualifications, availability, and knowledge of the City's system** to provide the requested services listed in the RFQ.

Hazen's experience in Orange County provides in-depth insight into areas of rapid growth and how best to assist the City with extension of utilities. We understand the challenges of converting septic to sewer and expanding a reclaimed water system. For a variety of reasons, it would best serve the residents of the City to covert these septic tank systems to sewer service for treatment at a facility.

As the existing septic systems get connected into the City's collection system, there will be significant changes required for the collection system piping, lift stations, and treatment facilities to address increased flow and potential changes to wastewater quality. Expansion of the reclaimed water system requires the WRF have the quality and quantity to serve its customers, as well as the end users to provide the demand for expanding the distribution system. It will be important for the City to institute planning documents that address these items and help the City get well-positioned for the future.

1021-323

Project Management Plan

Our **Project Manager, Derek Bieber, PE,** will adhere to Hazen's guidelines for project management, which include development of a Project Management Plan (PMP) at the project onset. The PMP identifies all team members, contact information, and a date-specific timeline for milestones and deliverables. The PMP also clearly defines each team member's responsibilities, budget assignments, and expectations. The City's Project Manager will be kept informed of any delay or possible cost issue through regular communication and the submission of the invoice summary and progress reports. The key aspects of our project management plan are highlighted below along with the benefits to the City.

Our project management approach is based on our experience with similar management, design, and implementation assignments and focuses on several key objectives:

Hazen has a time-tested philosophy of providing engineering services, which includes a project management and design development approach that keeps the project efficient, while **providing a quality product that provides for the needs of our client.**

1021-323

Effective communications are the hallmark of any successful project. Our team takes pride in being responsive to our clients. Additionally, steps need to be taken at the onset of a project to ensure that communications are properly established. Our Project Management Plan will define the scheduled meetings and coordination and list the contact information for all stakeholders.

Key Aspects of Project Management Plan

Keys to a Successful Project	Approach to Meeting Project Budget, Goals, Timetables, and Quality Criteria	Benefits
Effective Project Management	• Develop clear scope of work using WBS structure concepts. • Maintain regular City and project team communication. • Submit monthly progress reports. • Effectively use electronic tracking/PM systems.	Reduces scope creep and schedule slippage.
Proactive Cost and Schedule Control	• Maximize use of City standards. • Assign milestone dates and budget goals for specific subtasks. • Provide bi-monthly schedule updates. • Apply value engineering opportunities at project onset.	Avoid unexpected changes to budget and schedule late in the project.
Assignment of Personnel	• Technical expertise. • Local presence and familiarity. • Previous experience on similar projects. • Availability over the duration of the work assignment.	Ensures availability and involvement of experienced engineers throughout the project.
Regular and Thorough QA/QC	• Assign QA/QC tasks to experts in the specific field. • Involve QA/QC team at project onset. • Identify specific QA/QC milestones.	Ensures lessons learned are incorporated into the design and provides assurances that QA/QC reviews are being regularly performed.
Anticipate and control risks during implementation	• Develop a risk register to document potential risks that could affect schedule, budget, and quality. • Regularly update the risk register. • Document actions to minimize risk.	Identifies project risks and potential mitigation strategies to mitigate unexpected impacts to budget, schedule, and deliverables.
Provide necessary documentation	• Utilize comprehensive logging, tracking and reporting system. • Provide access to all parties. • Use Sharepoint or similar contract manager software.	Improves efficiency of project team and reduces potential conflicts during construction.

1021-023

Schedule

In order to ensure that schedules are met in accordance with the City's time frame, a detailed project schedule in Primavera or Microsoft Project will be developed immediately following the issuance of a notice to proceed, and will be maintained over the course of the project. The project schedule details the steps required to complete the project utilizing a critical path methodology. The use of scheduling software provides a time management tool to better track progress of the project in real terms. The types of scheduling techniques employed are tailored to the complexity of the project and reporting preferences of our clients.

Mr. Bieber will be responsible for ensuring that all task schedules are met. Hazen subscribes to a strong project manager approach where all lines of communication are via the Project Manager. Mr. Bieber will be responsible for maintaining full knowledge of all assignments. This approach is designed to provide one person answerable to the City at all times.

Cost

Our commitment to quality and efficiency is evidenced by our use of an internal network accessible from all of our offices for efficient data storage to share and maintain standards between all team members. The City will be provided a detailed invoice each month along with a status report so that the City can verify progress of the project on a monthly basis and be kept informed of any delay or possible cost issue before problems occur. Projects will be broken down into smaller tasks with task numbers corresponding to the scope of work. These same task numbers will be used within the project scheduling software and written on invoices issued to the City. This will allow the City to match work efforts reported within project submittals and progress reports and discussed at progress meetings.

Cost Control of the Design Process

Cost control for each work assignment through this contract will also be the responsibility of Mr. Bieber, who will use our company project tracking software tool, Deltek Vision. He will have the ability to check project costs and labor expenses on a daily basis. In addition, Mr. Bieber will track progress of team members as tasks are performed to verify that progress matches the budgeted hours for each task. The City will be provided a detailed invoice each month so they can verify progress of each assignment on a monthly basis and be kept informed of any delay or possible cost issue before problems occur.

The table on the next page shows a few examples of recently completed projects that were delivered to the client on time and within budget by our proposed team.

The experience gained by our team over the years on a vast array of projects of varying size and complexity has led to the development of effective project management and control techniques which are routinely employed by our staff on all projects.

Key management elements and their application to complete all phases of any successful project include:

- **Work Plan**
- **Project Standards**
- **Client Involvement / Workshops**
- **Project Scheduling System**
- **Cost Control / Task Management**

"Their [Hazen] responsiveness, attention to detail, and technical expertise helped the City complete this fast track project on-time and within budget. Hazen... demonstrated a high level of professionalism and performed engineering services with exceptional quality."

David Abbaspour, PE
Senior Professional Engineer
City of St. Petersburg

Lift Station 85 Albert Whitted Master 30-inch Force Main Part A

1021-323

"The Hazen team has shown competence, experience, and knowledge in all these areas. The project team communicates very well; they are **timely in their project deliveries and have managed to keep budget** even when additional work is requested of them."

- Tampa Bay Water

Recently Completed Projects Delivered on Time and Within Budget During Design

Entity	Project	Completion Date	Met Schedule	Beginning Amount	Change Order Totals	Project Fee
Tampa Bay Water	Water Supply Master Plan	12/2018	Yes	$3,580,000	$0	$3,580,000
City of Venice	Second Force Main Under I-75	08/2020	Yes	$195,315	$0	$195,315
City of Plant City	Master Plan	08/2020	Yes	$335,900	$0	$335,900
Tampa Bay Water	Alafia Pump Station	06/2018	Yes	$164,000	$0	$164,000
Sarasota County Utilities	Lockwood Ridge BPS	09/2018	Yes	$149,470	$0	$149,470
Sarasota County Utilities	South Gate Master Pump Station PDR	04/2016	Yes	$96,250	$18,840[1]	$115,090
Seminole County	Yankee Lake Water Reclamation Facility R&R	12/2018	Yes	$245,962	$54,102[2]	$300,064
City of Venice	SRF Assistance	04/2019	Yes	$132,630	$0	$132,630
Peace River Manasota Regional Water Supply	Water Quality Master Plan	07/2020	Yes	$174,010	$0	$164,000
City of Sarasota	Wastewater Hydraulic Model Development	10/2019 (contract is still open for on-call assistance)	Yes	$161,920	$0	$161,920

[1]Owner requested change to perform additional hydraulic modeling and updates to the PDR.
[2]Owner requested changes to replace chlorine contact tank gates, modify digester piping, and repair/recoat grit structure.

These similar projects provide testimony to the efficiency and thoroughness Hazen provides to our clients. **Hazen is committed to producing high quality, cost-efficient products adhering to performance schedules.**

1021-023

Cost Control of the Construction Component

As discussed previously, Hazen uses multiple resources for developing construction cost estimates to ensure their accuracy - this includes an internal construction cost estimating group, a catalog of recent regional bids on similar projects, relationships with local equipment vendors and contractors, just to name a few. With a variety of sources, we work closely with our clients to assure that cost estimates are accurate. Cost estimates are updated with each design milestone so that the City is up to speed on how design changes/decisions are impacting project price. The cost estimate process includes performing a quantity take off from the project drawings and specifications, in addition to coordinating with equipment and material manufacturers for specific quotes. With each cost estimate update, if it appears that the project is going over budget, the Hazen team will propose design modification options to reduce cost for discussion at the design review meeting.

Examples of projects that were completed by Hazen in the past five years are shown in the table below.

Projects Designed by Hazen within the last 5 years - Construction Costs

Project Name	Mo/Yr Bid	No. of Bids	Final Cost Estimate	Final Bid Award Amount	Final Contract Amount including Change Orders
Sarasota County Lockwood Ridge BPS	09/2017	4	$689,000	$620,115	$620,115
City of Venice Reaeration Blower Replacement	04/2018	4	$540,220	$593,872	$593,872
City of Arcadia Lee Avenue Utility Replacement	02/2017	7	$277,260	$257,360	$249,728
City of Arcadia WM Looping Project	04/2018	5	$313,005	$242,850	$247,247
Hillsborough Rocky Creek Vacuum Sewer	04/2019	3	$3,500,000	$3,600,000	$3,600,000
Hillsborough Falkenburg AWTP Screw Press	03/2019	2	$1,200,000	$1,300,000	$1,200,000
Hillsborough SCAWTP Expansion	08/2018	1	$8,100,000	$8,600,000	$8,800,000
Tampa HFC Grit Replacement	01/2019	6	$4,700,000	$4,700,000	$4,700,000

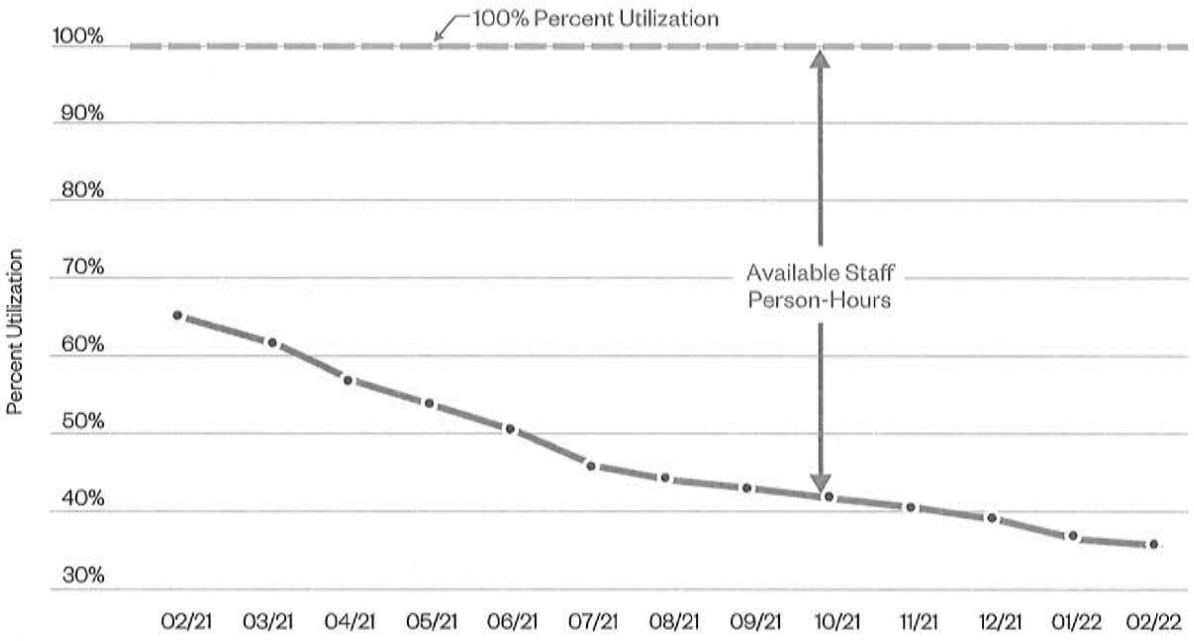
1021-323

Current and Projected Workload

Based on workload projections, Hazen selects the most qualified staff available to work on each project. Our team has a conservative approach of undertaking projects only when workload permits.

For a long-term contract such as this, we will ensure the availability of our key resources throughout the duration of the contract to ensure that the key staff presented in this submittal will be the staff used throughout the contract. Our team is committed to doing this and will place a priority on each and every work assignment. If additional resources are necessary to support our team, Hazen maintains a staff in eight offices within Florida. In addition, Hazen employs more than 1,200 firm-wide staff members in all of the necessary disciplines and has the capacity to draw upon this staff should an unforeseen circumstance occur or if specific expertise is required at the City's request. The figure below illustrates our team's current and future workload capacity.

Current and Planned Workload



Our Project Manager will also routinely meet with assigned staff to make sure they have the necessary availability and shift work assignments as necessary to balance the workload, **always placing the highest priority on the City's assignments.**

1021-323

2. Firm's Office Location & Other Forms

Section No. 2

Firm's Office Location and Other Forms

To provide the City with a team that can respond in an expeditious manner, Hazen's Orlando office will be responsible for the proposed contract.

Hazen's Orlando office is located within a 30-minute drive to the City, which facilitates easy access by our key project team members. For example, **Project Manager, Derek Bieber, PE,** who is based in this office, also resides within 30 minutes of the City's facilities. This allows him to be responsive to the City's needs throughout the contract, but especially during construction to quickly resolve any site issues, avoiding potential construction delays. Our key designers are also locally based, which allows for quick site access, regular communication with City staff, and efficient startup/testing oversight.

Office Locations for Firm and Subconsultants

As requested in the RFQ, below is a listing of the location of all offices (firm and subconsultants) involved with this project and approximate distance (in miles) and time (in hours) to City Hall.

Firm	Office Location	Distance to City Hall
Hazen and Sawyer	919 Lake Baldwin Lane, Suite 200 Orlando, FL 32814	18.7 miles / 0.47 hours (28 minutes)
Hazen and Sawyer	1000 N. Ashley Drive, Suite 1000 Tampa, FL 33602	85.2 miles / 1.35 hours (81 minutes)
Hazen and Sawyer	7334 Delainey Court Sarasota, FL 34240	125 miles / 1.95 hours (117 minutes)
Hazen and Sawyer	6675 Corporate Center Parkway, Suite 330 Jacksonville, FL 32216	145 miles / 2.2 hours (132 minutes)
Wekiva Engineering, LLC	711 Orlando Avenue, Suite A Winter Park, FL 32789	17.5 miles / 0.43 hours (26 minutes)
SGM Engineering, Inc.	935 Lake Baldwin Lane Orlando, FL 32814	18.7 miles / 0.47 hours (28 minutes)
ECHO UES, Inc.	400 State Road 434, Suite 1024 Oviedo, FL 32765	31 miles / 0.6 hours (36 minutes)
Geotechnical and Environmental Consultants, Inc.	919 Lake Baldwin Lane Orlando, FL 32814	18.7 miles / 0.47 hours (28 minutes)

1021-323

Other Requested Information

The following pages include the items listed below:

- Conflict of Interest Disclosure Form
- Summary of Litigation
- Receipt of any Addenda Issued
- Company Information/Signature Sheet
- M/WBE Certification for the Firm - Hazen is not certified as a Minority Business Enterprise (MBE), however, it is our policy to utilize MBEs as subconsultants should the opportunity arise and a qualified firm is available. The firm fully understands and meets all other requirements of Section 287.055, Florida Statutes - the "Consultants' Competitive Negotiation Act".

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:

Hazen and Sawyer

Firm Name

Signature

Ervin Myers, Jr., PE, Associate Vice President

Name and Title (Print or Type)

February 11, 2021

Date

1021-323

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.

See attached

(Attach additional sheets if necessary)

ACKNOWLEDGEMENT OF ADDENDA:

Bidder acknowledges receipt of the following addenda:

No. 1 Dated February 11, 2021
No. _____ Dated _____
No. _____ Dated _____

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1021-323

Litigation History

In the last 10 years, the Southeast Region of Hazen has been responsible for approximately $2 billion worth of public works construction. Our litigation record (or lack of) is excellent. We also want to emphasize that Hazen is not wholly or partly self-insured. Hence, it is our insurer that bears the risk and not the client. As requested, the table below provides a summary of litigation filed by or against Hazen in the past five (5) years, which is related to the services that the Bidder provides in the regular course of business.

	Description	Date of Action	Date Closed	Outcome	ID Number	Court
Professional Liability Claims						
Cecil Dwayne Whitson, Doing Business as Stately Scapes v. Hazen and Sawyer, P.C.	Contractor alleged negligence in connection with the construction of a retaining wall.	6/29/17	2/05/18	Settled $50,000	Civil Action No. 3:17-CV-988	United States District Court for the Middle District of Tennessee
'The City of High Point, North Carolina v. Suez Treatment Solutions, Inc., Fidelity and Deposit Company of Maryland and CPPE Carbon Process & Plant Engineering, S.A. and Suez Treatment Solutions, Inc., v. Hazen and Sawyer, P.C.	Suez, a contractor for the City of High Point, brought a third party suit against Hazen and Sawyer in connection with H&S' engineering design services for the City.	7/24/2019	Open	Open Monetary amount unspecified	Civil Action No. 1:19-cv-540	United States District Court for the Middle District of North Carolina
Close Construction, LLC v. City of Riviera Beach Utility Special District, C Solutions, Mark Drummond v. Hazen and Sawyer	C Solutions, engineer for the City of Riviera Beach, seeks indemnity from Hazen as its subcontractor.	11/9/2020	Open	Open Monetary amount unspecified	Case No. 16 CA 013117 MB-AF	In the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida

1021-323

COMPANY INFORMATION/SIGNATURE SHEET RFQ #21-004

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

Hazen and Sawyer
COMPANY NAME

(407) 367-2626
TELEPHONE (INCLUDE AREA CODE)
None
FAX (INCLUDE AREA CODE)
emyers@hazenandsawyer.com
E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

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

Ervin Myers, Jr., PE, Associate Vice President
NAME/TITLE (PLEASE PRINT)

N/A

919 Lake Baldwin Lane, Suite 200
STREET ADDRESS

Orlando, FL 32814
CITY STATE ZIP

FEDERAL ID # 13-2904652
_____Individual __X__Corporation _____Partnership _____Other (Specify)_____

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this 16th day of February, 2021.

Personally Known X or

Produced Identification_____

_____
(Type of Identification)

Notary Public - State of Florida
County of Orange

TERESA MCNALLY
MY COMMISSION # HH 026367
EXPIRES: August 6, 2024
Bonded Thru Notary Public Underwriters

Teresa M'Nally
Signature of Notary Public

Teresa M'Nally
Printed, typed or stamped
Commissioned name of Notary Public

Hazen

Hazen and Sawyer
919 Lake Baldwin Lane, Suite 200 • Orlando, FL 32814 • 407.367.2626

Mayor
Rusty Johnson

City Manager
Robert Frank

ocoee
florida

Commissioners
Larry Brinson, Sr, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

February 11, 2021

ADDENDUM NO. ONE (1)
CITY OF OCOEE
RFQ #21-004
CONTINUING CONTRACTS FOR UTILITIES ENGINEERING SERVICES

This addendum shall modify and become a part of the original RFQ documents for Continuing Contracts for Utilities Engineering Services. This addendum consists of two (2) pages. Respondents shall acknowledge receipt of this addendum in the space provided on Page 19 of the RFQ. 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. Where can I get a list of the plan holders?

A1. The plan holders are visible to all participants on Negometrix4.

Q2. Will there be no pre-bid conference?

A2. No, page 3 of the RFQ, Legal Advertisement, states there is no pre-submittal conference scheduled at this time.

Q3. Who are the incumbents that have been providing these services to the City in the past?

A3. There are no incumbents for this contract, as this a new solicitation specific to Utilities. The city does have an Engineering Services contract with Brindley Pieters and Associates, CPH, Inc. and Pegasus Engineering.

Q4. Will the City extend the due date by 14 days?

A4. No, the due date for qualification statements will remain the same.

Q5. Is this scope limited to water and sewer? There are a number of "Miscellaneous utility" items?

A5. The scope for this contract will include engineering tasks for water, wastewater, and reclaim water.

Q6. What "Post-design" services would be required?

A6. Post design services may include permitting, as-built certifications, or other miscellaneous tasks as deemed necessary.

Q7. Can we get more clarification on the items listed under "Engineering Studies and Services Other than design."

A7. Engineering Studies and Services Other than Design includes tasks related water and wastewater treatment and collection/transmission.

Vanessa Anthony
Purchasing Technician
cc: Evaluation Committee

HAZE&SA-01 KGODWIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/9/2021

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:	
Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Fire Insurance Company A+ (XV)	19682
INSURED	INSURER B : Twin City Fire Insurance Company A+ (XV)	29459
Hazen and Sawyer 498 Seventh Avenue New York, NY 10018	INSURER C : Continental Casualty Company (CNA) A, XV	20443
	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			42UUNOL5499	3/29/2021	3/29/2022	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab.						MED EXP (Any one person)	$ 10,000
							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
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY			42UENOL5501	3/29/2021	3/29/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Comp./Coll. Ded	$ 1,000
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			42WBOL6H6E	3/29/2021	3/29/2022	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liab.			AEH008231489	3/29/2021	3/29/2022	Per Claim/Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFQ #21004

The City of Ocoee, FL is included as additional insured with respect to General Liability and Automobile Liability when required by written contract. General Liability and Automobile Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER	CANCELLATION
City of Ocoee, FL Attn: Purchasing Technician 150 North 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)

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AGENCY CUSTOMER ID: HAZE&SA-01 KGODWIN

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Ames & Gough		Hazen and Sawyer 498 Seventh Avenue New York, NY 10018
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:
conditions.
Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.

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CITY OF OCOEE SIGNATURE PAGE FOR
CONTRACT RENEWAL FOR RFQ #21-004 CONTINUING CONTRACTS
FOR UTILITIES ENGINEERING 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 May 31, 2027. All other terms and conditions of the Contract shall continue in full force and effect.)

CONSULTANT: WRIGHT-PIERCE, INC.

BY (sign): Steven C. Hallwell

PRINT NAME: STEVEN C. HALLWELL

TITLE: SR. VICE PRESIDENT

DATE: 5-11-2026

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 CONTRACT FOR
PROFESSIONAL UTILITIES ENGINEERING SERVICES

THIS AGREEMENT made and entered into this 18th day of May, 2021, by and between the **CITY OF OCOEE, FLORIDA**, a Florida municipal corporation, hereinafter referred to as "CITY", and **WRIGHT-PIERCE, INC,** a Florida corporation, hereinafter referred to as "CONSULTANT".

WHEREAS, the CITY needs professional engineering services to be performed on a continuing and periodic basis as the need for such services may arise, per the CITY's RFQ #21004 Continuing Contract for Utilities Engineering Services, attached as Exhibit A; and

WHEREAS, the CITY desires to employ the CONSULTANT in connection with the professional engineering 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 CONSULTANTS qualification package attached as Exhibit B; and

WHEREAS, the CITY shall have the option to use the CONSULTANT's professional engineering 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

CONSULTANT hereby agrees to perform for CITY engineering services which may include services in all phases of a Project. These Services may include, but are not limited to, serving as the CITY's professional utilities engineering services for utilities projects including but not limited to studies, design, construction plans and bid documents, construction management, development plan review, and other miscellaneous utility engineering projects. The projects will involve potable water and wastewater plants and distribution and collection systems. Hydraulic modeling services are provided by another firm.

The scope of work to be performed under task orders issued under the continuing contracts may consist of, but will not necessarily be limited to providing engineering design services, engineering studies and services other than design and non-engineering services as identified in Exhibit A.

1. 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.

2. 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 a period of five (5) separate terms, each of one (1) year duration, beginning on **June 1, 2021**, with four (4) 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 engineering 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) Deductible Clause: The payment of such deductible, if any, shall be the sole responsibility of the CONSULTANT and/or sub-consultant 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 as required by law 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 sub-consultant 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 sub-consultant to provide adequate insurance, satisfactory to the City, for the protection of the CONSULTANT's employees not otherwise protected. The policy shall include an appropriate waiver of subrogation provision in favor of the CITY.

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

d) Automobile Bodily Injury Liability & Property Damage Liability
The policy and coverages shall include:

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

e) Comprehensive General Liability (Occurrence Form) - This policy should name the City of Ocoee as an additional insured and should indicate that the insurance of the CONSULTANT is primary and not contributory over the insurance of the City of Ocoee. The policy and coverage shall include:

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

f) Subconsultant's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The CONSULTANT shall require each subconsultant to procure and

maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subconsultants in the CONSULTANT's policy, as specified above.

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

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

h) Professional Liability Insurance: $1,000,000.00 (Design Errors and Omission)

i) Certificates of Insurance: The CONSULTANT shall provide a Certificate of Insurance Form, naming the City of Ocoee as an additional insured upon being issued any Services Authorization under this Agreement. This certificate shall be dated and show: (1) the name of the Insured CONSULTANT, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, its termination date; and (2) a statement that the Insurer shall mail notice to the Owner prior to any material changes in provisions or cancellation of the policy.

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:

Wright-Pierce, Inc.

601 South Lake Destiny Road Suite 290

Maitland, FL 32751

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

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.

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

ATTEST:

Name: Kimberly Micale

ACCEPTED:
WRIGHT-PIERCE, INC.

By: Steven C. Hallowell
Name: STEVEN C. HALLOWELL
Title: VICE PRESIDENT

(SEAL)

ATTEST:

Name: Melanie Sibbitt
Title: City Clerk

APPROVED:

CITY OF OCOEE, FLORIDA

By: Rusty Johnson
Name: Rusty Johnson
Title: Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA APPROVED AS TO FORM AND LEGALITY this 10th day of May, 2021

SHUFFIELD, LOWMAN & WILSON, P.A.

BY: _____
Scott A. Cookson, City Attorney

APPROVED BY THE OCOEE CITY COMMISSION AT A MEETING HELD ON May 4, 2021
UNDER AGENDA ITEM NO. F.2.

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: Steven C. Hallowell
Title: Vice President

BY: _____
Print Name: MAKENNA LENIS
Title: HR GENERALIST

STATE OF FLORIDA }

COUNTY OF Orange }

Steve Callowell *PERSONALLY APPEARED* before me, the undersigned authority, _____, [X] 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 18th day of May, 2021.

_____
NOTARY PUBLIC

Print Name: Kimberly Jean Micale
My Commission Expires: March 4, 2022

KIMBERLY JEAN MICALE
MY COMMISSION # GG 192137
EXPIRES: March 4, 2022
Bonded Thru Notary Public Underwriters

EXHIBIT A

RFQ #21004 CONTINUING CONTRACTS FOR UTILITIES ENGINEERING SERVICES

EXHIBIT B

CONSULTANT'S QUALIFICATION PACKAGE RESPONSE TO RFQ #21004

WRIGHT--01 CGORDAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/13/2021

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 # 1780862 HUB International New England 275 US Route 1 Cumberland Foreside, ME 04110	CONTACT NAME: Dolly Libby PHONE (A/C, No, Ext): (207) 489-7360 FAX (A/C, No): E-MAIL ADDRESS: dolly.libby@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Hanover Insurance Company — 22292
INSURED Wright-Pierce 600 Federal Street Andover, MA 01810	INSURER B : Hanover American Insurance — 36064
	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	X		ZZPH13751400	1/1/2021	1/1/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY							
	ANY AUTO			AWPH13753900	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR							
	EXCESS LIAB CLAIMS-MADE			UHPH13751500	1/1/2021	1/1/2022	EACH OCCURRENCE	$ 10,000,000
	DED X RETENTION $ 0						AGGREGATE	$ 10,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A		WZPH13757401	1/1/2021	1/1/2022	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Workers Compensation includes the following States: ME, FL, MA,NH, NY, CT, RI

The City of Ocoee is included as additional insured on the General Liability policy per written contract.

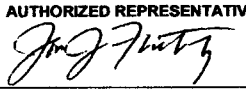
CERTIFICATE HOLDER

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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WRIGHTP-01 CJOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/13/2021

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:	
Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	PHONE (A/C, No, Ext): (617) 328-6555	FAX (A/C, No): (617) 328-6888
	E-MAIL ADDRESS: boston@amesgough.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Berkshire Hathaway Specialty Insurance Company	22276
INSURED Wright-Pierce 11 Bowdoin Mill Island Suite 140 Topsham, ME 04086	INSURER B :	
	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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	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)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/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	$
A	Prof. Liability			47-EPP-313603-01	1/1/2021	1/1/2022	Per Claim Limit	5,000,000
A				47-EPP-313603-01	1/1/2021	1/1/2022	Aggregate Limit	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All Coverages are in accordance with the policy terms and conditions.

RE: RFQ #21004 Continuing Contracts for Utilities Engineering Services

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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ocoee
florida

Mayor
Rusty Johnson

Commissioners
Larry Brinson, Sr
District 1

Rosemary Wilsen
District 2

Richard Firstner
District 3

George Oliver III
District 4

City Manager
Robert D. Frank

May 12, 2021

Steven C. Hallowell, Vice President
Wright-Pierce, Inc.
601 S Lake Destiny Road
Ste 290
Maitland, FL 32751

Re: RFQ #21004 Continuing Contracts for Utilities Engineering Services

NOTICE OF AWARD

Please be advised that the City Commission awarded RFQ #21004 Continuing Contracts for Utilities Engineering Services to Wright-Pierce, Inc., CPH, Inc., and Hazen and Sawyer at the May 4, 2021 City Commission Meeting.

Please execute and return the attached two (2) original contract documents within ten (10) business days along with the required certificate of insurance, naming the City as an additional insured. **An Officer of the company must sign the contract**; or provide a letter signed by an Officer of the company authorizing a certain employee of the company to sign the contract. You will receive an original contract document once approved by the City. Services shall begin pursuant to the effective date established by the contract.

The City looks forward to working with your company to provide these services, and should there be any questions regarding the above, please feel free to contact me at extension 1513.

Sincerely,

Vanessa Anthony
Purchasing Technician

attachment: contract (2 originals)

cc: Jamie Croteau, Utilities Director

ocoee
florida

OCOEE, FLORIDA

FEBRUARY 2021

Statement of Qualifications

RFQ NO. 21-004

Continuing Contracts for Utilities Engineering Services

WRIGHT-PIERCE
Engineering a Better Environment

Table of Contents

SECTION 1	Firm Qualifications	
	Cover Letter	1 – 1
	Company Profile	1 – 3
	Similar Experience	1 – 4
	Cost & Schedule Control	1 – 14
	Organizational Chart	1 – 15
	Resumes of Key Personnel	1 – 16
	Subconsultant Profiles	1 – 35
	Client References	1 – 36
	Project Scope & Technical Abilities	1 – 37
	Approach to Meeting Expectations	1 – 44
	Quality Assurance/Quality Control	1 – 45
	Availability & Commitment	1 – 46
	Licensure	1 – 47
SECTION 2	Firm's Location & Other Forms	
	Local Team	2 – 1
	Required Forms	2 – 2

WRIGHT-PIERCE
Engineering a Better Environment

1

601 South Lake Destiny Road, Suite 290
Maitland, FL 32751
Phone: 407.906.1776 | Fax: 407.386.7736

February 17, 2021

Purchasing Department
City of Ocoee
150 N. Lakeshore Drive
Ocoee, FL 34761-2268

SUBJECT: RFQ No. 21-004 Continuing Contracts for Utilities Engineering Services

Dear Evaluation Committee Members,

The City of Ocoee has enjoyed extensive growth and development over the last decade, increasing in population by more than 12,000 people—over 30%—in that time. As a result, the City has had to improve and expand its utility systems to accommodate increased demand and new service areas, and further planning will be required for infill development and redevelopment (per the City's Downtown Master Plan), as well as new development in support of commercial, industrial, and residential additions emerging at a record pace (e.g., Fuller's Cross).

Staying abreast of and complying with regulatory constraints that affect public utilities presents an added challenge to the City. In relation to water supply, the City's ability to increase withdraws from the Floridan Aquifer is restricted by new rules associated with the Central Florida Water Initiative (CFWI). Similarly, the City faces challenges related to its wastewater treatment facility (WWTF) due to its location within the Wekiwa and Rock Springs Basin Management Plan (BMAP) area and the Priority Focus Area (PFA), which will require the City to upgrade its WWTF to meet a lower discharge limit of 3 mg/l of nitrogen.

Wright-Pierce offers local experts who are more than capable of assisting with preparing for further development while complying with the associated regulatory constraints. Over the last two years, we met with City staff on several occasions to discuss key issues affecting your systems, and we have supplemented these conversations with our own research. The following is a summary of our understanding of these issues as well as our team's ability to assist with their resolution:

- **Better understanding the impacts of the FDEP's latest CFWI rules in relation to the City's water supply.** The City's Consumptive Use Permit (CUP) allows an annual average groundwater withdraw of 4.88 MGD. The latest CFWI Water Supply Plan indicates water supply permits have already been issued beyond the sustainable yield of the Floridan Aquifer in this area, and the FDEP has adopted rules that will reduce the permitted water quantities from the Upper Floridan Aquifer as well as restrict usage to 115 GPCD.

  Our Project Manager, Katie Gierok, is a water supply expert, offering extensive knowledge of the latest CFWI rules and how they will impact the City. She is currently working on a regional water supply project in Polk County that affects the County and all 17 of its municipalities. The knowledge and experience she has gained from this project will prove greatly beneficial in guarding the City's water supply.

- **Preparing for upgrades to the WWTF needed to meet BMAP requirements.** The City's WWTF's permit currently allows a discharge limit of 10 mg/l of nitrogen. However, because the City falls within the BMAP's PFA, the FDEP will move to modify the City's WWTF operations permit to reduce the discharge limit to 3 mg/l of nitrogen once the BMAP is adopted.

  Project Engineers Don Lee and Bartt Booz have designed over 50 WWTF expansions and upgrades over the course of their careers. They are currently working on two WWTF projects being implemented in response to springs-related BMAPs, and for which our Grant Specialist, Dennis Davis, has secured over $3 million in grant funding. Their experience and expertise will facilitate appropriate planning, effective designs, and successful grant funding for any necessary upgrades to your WWTF.

- **Evaluating and designing for collection and distribution system replacements and extensions.** Our review of the City's five-year CIP budget indicates numerous water, wastewater, and reclaimed water pipeline projects to be implemented. Additionally, the City has earmarked annual budgets for infiltration and inflow (I&I) abatement projects.

  Quality Control Officer Don McCullers and Project Engineer Kelly Wehner have designed over 130 miles of pipeline projects and performed over 40 I&I abatement projects over their careers. Their experience will allow our team to efficiently design any pipeline project that may be tasked under this contract.

Working with a Qualified, Committed Team

Wright-Pierce is an employee-owned, multidisciplinary engineering firm with over 275 experienced professionals who specialize in water, wastewater, and reclaimed water infrastructure. Since 1947, our engineers have provided professional services to communities like the City of Ocoee for similar continuing services contracts.

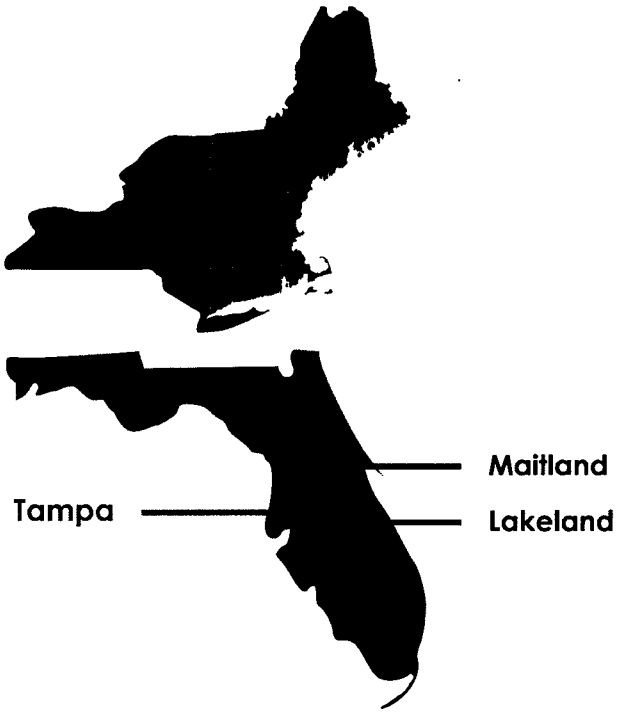
We appreciate being considered to provide professional engineering services for this important contract and look forward to being part of the City's team. Vice President Steve Hallowell is authorized to act as firm signatory for any contract documents. Should you require additional information, please feel free to call.

Sincerely,
WRIGHT-PIERCE

Kathleen Gierok, PE
Senior Project Manager
kathleen.gierok@wright-pierce.com

Steve Hallowell, PE
Vice President
steve.hallowell@wright-pierce.com

Firm Qualifications 1



ENR Top 25 Wastewater Treatment Plants
ENR Top 25 Sanitary and Storm Sewers
ENR Top 50 Sewer and Waste
ENR Top 500 Design Firms
ENR Top 200 Environmental Firms
ACEC Award-Winning Projects
PSMJ Circle of Excellence

"Our mission – to enhance your success by delivering reliable solutions, responsive service and superior value.

Wright-Pierce is an award-winning, multidiscipline engineering firm that has been providing wastewater, water and civil infrastructure services since 1947. Employee-owned and operated, our 275+ engineers and support professionals are located in offices throughout Florida and the Northeast.

We complete many water, wastewater and civil infrastructure projects each year, ranging in size from $100,000 to over $100 million. We provide complete engineering services from initial planning to design, bidding, construction administration and operations.

An Award-Winning Firm

Wright-Pierce has been recognized by several industry organizations for business performance and engineering excellence. We rank in Engineering News-Record (ENR) "Top" lists, including the Top 500 Design Firms and Top 200 Environmental Design Firms in the country. Many of our projects receive regional ACEC Engineering Excellence Awards.

In addition, we have repeatedly received the PSMJ 'Circle of Excellence' Platinum Award – one of only six firms in North America to do so. PSMJ is a firm dedicated to business practices of architectural and engineering (A/E) firms worldwide and bestows its Circle of Excellence award after assessing benchmarks for operations, management, and sustainability.

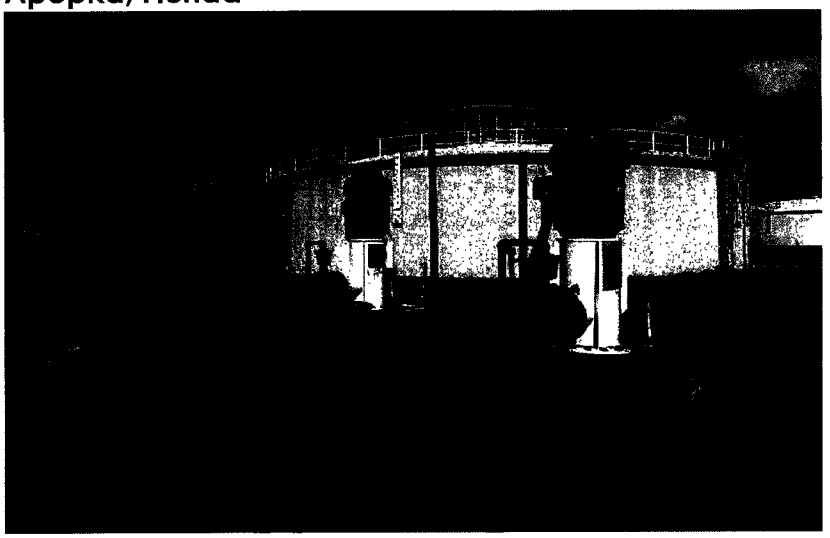
Responsive Service Focused on Your Success

The cornerstone of our business is to assist our clients with improving their communities and protecting public health and the environment. For every project, we focus on the following:

- Understanding the project issues and goals
- Stressing practical, operator-friendly solutions
- Identifying fiscal constraints and emphasizing value-based solutions
- Involving and collaborating with our clients throughout the project

Continuing Services Contracts

Apopka, Florida



The City of Apopka selected Wright-Pierce for a Continuing Services Contract in 2018 to assist with various utilities engineering projects. Projects under this contract include:

- **Comprehensive Utilities Master Plan.** Updated the City's water, wastewater and reclaimed water master plans for the next 20-year planning period. Project included: substantial improvements to the City's existing hydraulic models, including calibrating each; development of growth projections and associated demand and flow estimates; development of a 20-year CIP budget; and development of new Integrated Water Resources Master Plan component.
- **Sewer System Extended Simulation Model.** Due to extensive growth City needed a tool to better plan for needed upgrades to its wastewater collection system. Used static sewer system hydraulic model to develop a dynamic model and ran extended period simulations to thoroughly understand right size future upgrades.
- **Water Plant Regionalization Evaluation.** In response to major land use changes and population growth, the City tasked Wright-Pierce with investigating the regionalization of its water treatment facilities to reduce overhead costs, increase efficiency, and maintain system reliability. The evaluation involved updating the hydraulic model with new, major pipelines; confirming high service pumps for each plant; running various configurations using a 2035 scenario; and identifying improvements to meet demand and operating criteria with specific plants decommissioned or converted to store/re-pump facilities.

Client Contact

City of Apopka
748 E Cleveland St.
Apopka, FL 32703

Vladmir Simonovski, MS, PE
Utility Design Manager
407.703.1717
vsimonovski@apopka.net

Highlights

- Development of water, wastewater, and reclaimed water hydraulic models
- Development of 5-, 10-, 15-, and 20-year CIP
- Field work to evaluate physical condition of assets
- Field work to perform fire hydrant flow tests and pump station draw down tests for model calibration

Dates

2019 (Utilities Master Plan)
Ongoing (Sewer System EPS Model)
Ongoing (Water Plant Regionalization)

Costs

Engineering Fees
$195,000 (Utilities Master Plan)
$199,900 (Sewer System EPS Model)
$50,000 (Water Plant Regionalization)

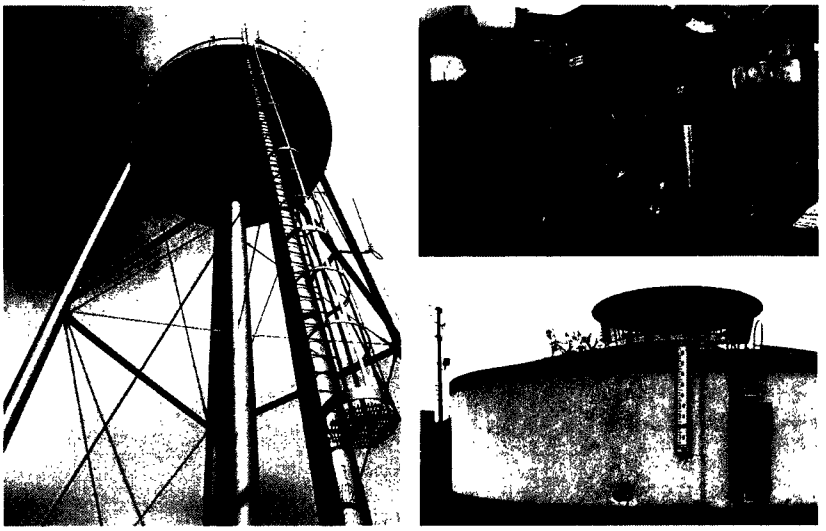
Key Personnel

Greg Taylor, Katie Gierok, Chris Baggett, Dennis Davis, Steve Hallowell, Ben Yoakum, Rick Davee

In order to better optimize the City's overall water use strategy, Wright-Pierce applied a "One Water" evaluation framework. The models are now used to coordinate with developers to properly size new infrastructure for short- and long-term viability of the assets.

Continuing Services Contracts

Eustis, Florida



Wright-Pierce provides water, wastewater, and reclaimed water utility engineering services on a continuing basis to the City of Eustis, including planning, design, permitting, and construction phase services for a variety of utility-related projects. Example projects under our continuing services contract include:

- **Ardice WTP Improvements.** Design, permitting, bid phase, and construction phase services for demolition of an elevated water storage tank and construction of a new 500,000-gallon ground storage tank, hydropneumatic tank and high-service pump station at the 6.38 MGD Ardice WTP.
- **Haselton WTP Generator.** Evaluate the relocation of an emergency generator from the Eastern WTP to the Haselton WTP. Following the evaluation, it was determined that the generator had insufficient capacity to serve the WTP needs. Wright-Pierce designed a new emergency generator for this facility.
- **Lift Station 24 Infiltration and Inflow (I&I) Evaluation.** Evaluation of the lift station 24 drainage basin to identify sources of I&I. Field work included flow monitoring and night flow isolations. Open channel flow meter was rotated throughout basin to pinpoint problem areas. Final report identified near term and long-term R&R work for the City to perform to reduce I&I.

Client Contact

City of Eustis
10 N Grove St.
Eustis, FL 32727

Rick Gierok, PE
Public Works Director
352.483.5480
gierokr@ci.eustis.fl.us

Highlights

- Continuing Services Contract
- Providing services related to water treatment, distribution, and transmission
- Providing services related to wastewater collection
- Providing services related to electrical upgrades and backup power generation

Dates

Ongoing (Haselton WTP Generator)
Ongoing (Ardice WTP Improvements)
2019 (Lift Station 24 I&I Evaluation)

Costs

Engineering Fees
$47,750 (Haselton WTP Generator)
$188,100 (Ardice WTP Improvements)
$24,500 (Lift Station 24 I&I Evaluation)

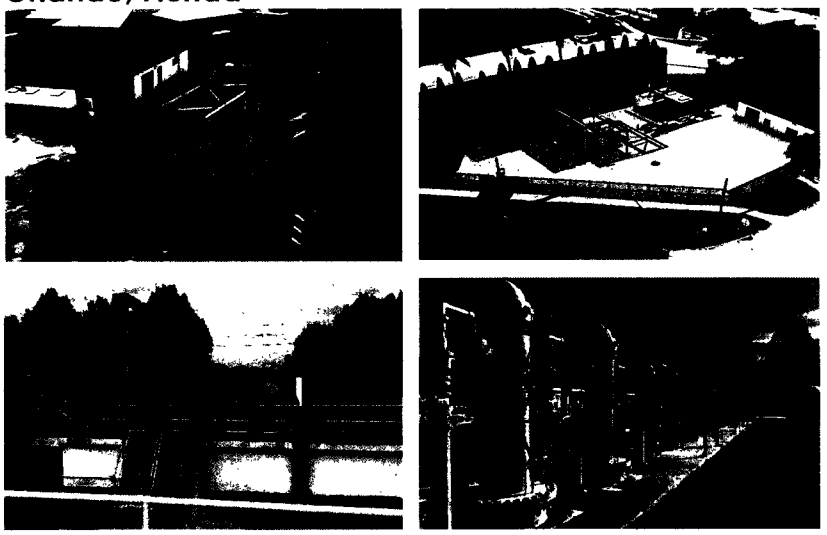
Key Personnel

Bartt Booz, Greg Taylor, Dennis Davis, Steve Hallowell, Mark Cunningham, Steve LaPrise, Jim Papadimitriou, Ben Yoakum

Wright-Pierce's staff worked alongside the City's staff in identifying sources of I&I within its collection system. Working together in this method allowed the City to save money on engineering fees, while also learning new skills that can be used in future investigations.

Continuing Services & Pump Stations Rehabilitation

Orlando, Florida



The City of Orlando has selected Wright-Pierce to provide engineering services to its Wastewater Division through a continuing services contract and through two separate RFQs for major pump station projects.

- **Lift Stations 45, 2, and 85.** Wright-Pierce evaluated rehabilitation and replacement options, designed recommended improvements, and is performing construction engineering inspection services for three pump stations with peak hourly pumping capacities of approximately 8.9 MGD (LS45), 6.7 MGD (LS85), and 5.5 MGD (LS2).
- **Conserv I Water Reclamation Facility (WRF) Return Activated Sludge (RAS) Pump Replacements.** Due to reduced capacity stemming from worn impellers and casings, the City hired Wright-Pierce to replace three Process 40 RAS pumps at its 7.5 MGD Conserv I WRF with three new horizontal centrifugal pumps on new base frames. The team is implementing the project on an accelerated schedule to assist operators with this failing equipment.
- **Conserv II Sub-Area 1 and 2 Hydraulic Modeling.** As a result of expected growth and major developments within the Packing District Opportunity Zone, Bay Lake Preserve, and other areas, the City selected Wright-Pierce to develop a hydraulic model for assessing the performance of the proposed system and to develop a list of recommended improvements and cost estimates based on the modeling.

Client Contact

City of Orlando Public Works
5100 L.B. McLeod Rd.
Orlando, FL 32811

Chuck Shultz, PE
Assistant Division Manager
407.246.2658
charles.shultz@cityoforlando.net

Highlights

- Replacement of three major urban pump stations
- Hydraulic modeling of wastewater system
- Accelerated schedule

Dates

Ongoing (Lift Station 45)
Ongoing (Lift Station 2)
Ongoing (Lift Station 85)
Ongoing (Conserv I RAS Pumps)
Ongoing (Conserv II Hydraulic Modeling)

Costs

Engineering Fees
$948,365 (Lift Station 45)
$333,038 (Lift Station 2)
$299,081 (Lift Station 85)
$54,762 (Conserv I RAS Pumps)
$124,672 (Conserv II Hydraulic Modeling)

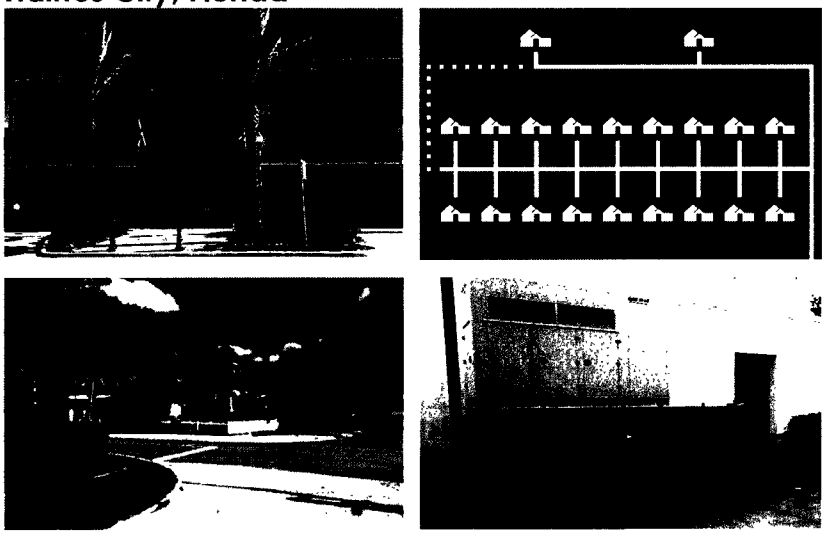
Key Personnel

Steve Hallowell, Bartt Booz, Dennis Davis, Saheb Mansour-Rezaei, Eben Spalding, Jim Papadimitriou, Mark Cunningham, Steve LaPrise, Arafat Es-haq

Using modeling tools, Wright-Pierce provided operators 3D renderings, allowing them to make suggestions about site layout and configuration early in the design process, saving project time and budget.

Continuing Services Contracts

Haines City, Florida



Wright-Pierce provides water and wastewater utility engineering services on a continuing basis to the City of Haines City, including planning, design, permitting, and construction phase services for a variety of utility-related projects. Example projects completed under our continuing services contract include:

- **Generic Front-End Contract Bidding Documents.** Development of standard front-end documents that would precede technical specifications for the public bidding of construction projects.
- **State Road 544 Water Main Extension.** Preliminary design of a new potable water main to improve system water quality and pressure. WP recommended this project be postponed to coordinate with a future widening of the FDOT ROW, because installation would likely require future relocation of the water main.
- **Distribution System Looping Study.** Identification of dead-end and low-flow locations and systematic analysis to identify improvements to improve water pressure and quality. Prepared SWFWMD Cooperative Funding Initiative grant application package for projects resulting from study.
- **Lake Eva Emergency Generator.** Engineering drawing completed in support of permitting of a new permanently mounted 250kW generator for Lake Eva Community Center through the City's Building Department. This project was completed on a short timeframe to comply with a construction schedule ahead of the hurricane season.

Client Contact

City of Haines City
426 Claude Holmes Sr. Ave.
Haines City, FL 33844

Tracy Mercer
Special Projects
863.421.3695
tmercer@hainescity.com

Highlights

- Potable water distribution
- General engineering services
- Electrical backup power

Dates

2018 (Bidding Documents)
2018 (Looping Study)
2019 (SR 544 Water Main Extension)
2019 (Lake Eva Generator)

Costs

Engineering Fees
$11,471 (Bidding Documents)
$49,900 (Looping Study)
$61,000 (SR 544 Water Main Extension)
$6,600 (Lake Eva Generator)

Key Personnel

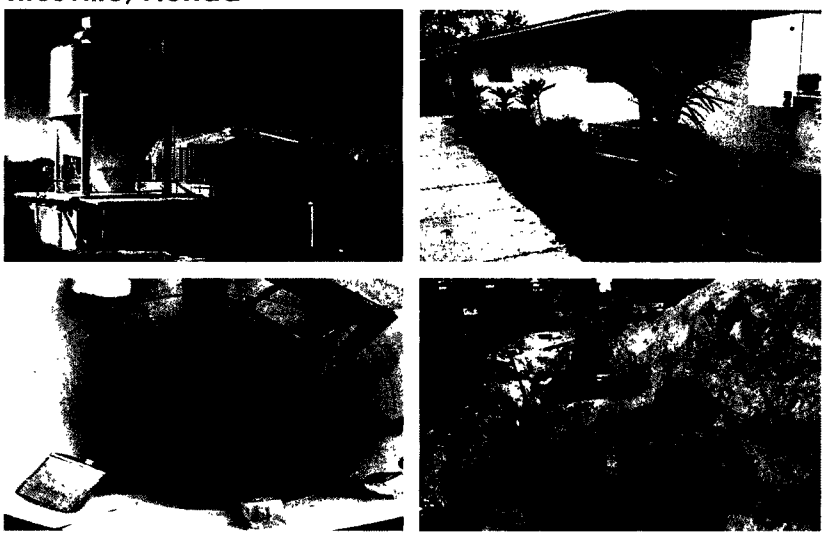
Katie Gierok, Dennis Davis, Steve Hallowell, Greg Taylor, Arafat Es haq, Steve LaPrise, Ben Yoakum

Wright-Pierce provides services for large and small projects. The Lake Eva Generator demonstrates our ability to accommodating clients' needs by completing small, economical projects.

Haines City is a repeat continuing services client for both Water and Wastewater and Electrical and I&C services.

Continuing Services Contracts

Titusville, Florida



Wright-Pierce provides water and wastewater utility engineering services on a continuing basis to the City of Titusville, including planning, design, permitting, and construction phase services for a variety of utility-related projects. Example projects completed under our continuing services contract include:

- **Mourning Dove WTP Solids Handling Upgrade.** Improvements to plant reliability, operability, processing capacity, and efficiency of solids management train. Includes new gravity thickener, backwash pumps, 2 vacuum filters in new building, recover pond sludge collector, and enhancement to existing drying beds. Developed SRF funding package that resulted in $1.2 million in principal forgiveness.
- **Causeway & Marina Lift Station Improvements.** Improvements to upgrade one lift station and replace another aged lift station.
- **Cybersecurity Assessment.** Evaluation of existing infrastructure and vulnerabilities. Provided recommendations to address concerns along with estimated costs and phasing schedules.
- **State Road 405 Utilities Relocation.** Engineering services to relocate utilities due to a DOT roadway widening project.
- **Elevated Water Tank Inspections.** An active leak observed on South Street Elevated Water Storage Tank lead to inspections and recommended repairs for fixing concerns.

Client Contact

City of Titusville
Utility Engineering
2910 Garden St.
Titusville, FL 32796

Ashleigh Smith, PE
Utility Engineering Manager
321.567.3859
ashleigh.smith@titusville.com

Highlights

- Incorporated new ideas to update City standards and procedures
- Lift stations include emergency generator connection and bypass connections
- Reduction of I&I
- Met AWIA requirements

Dates

Ongoing (Mourning Dove WTP)
Ongoing (Causeway LS)
Ongoing (Marina LS)
2019 (Cybersecurity)
Ongoing (SR 405)
2019 (Water Tank Inspection)

Costs

Engineering Fees
$662,000 (Mourning Dove WTP)
$164,000 (Causeway LS)
$123,825 (Marina LS)
$80,000 (Cybersecurity)
$29,300 (SR 405)
$9,860 (Water Tank Inspection)

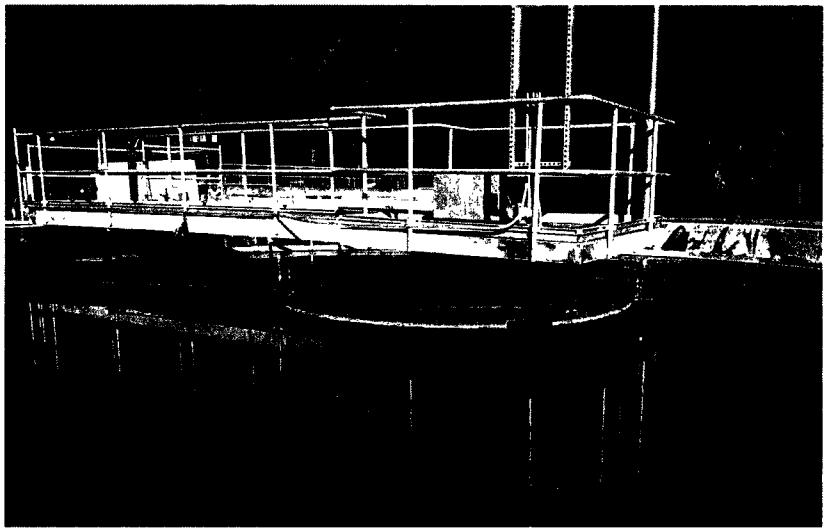
Key Personnel

Dennis Davis, Steve Hallowell, Greg Taylor, Mark Cunningham, Steve LaPrise, Jim Papadimitriou, Ben Yoakum

Wright-Pierce obtained SRF funding for the Mourning Dove WTP and secured approximately $1.2 million in principal forgiveness.

Continuing Services Contracts & WWTF Upgrade

Williston, Florida



In 2017, the City of Williston selected Wright-Pierce for a continuing services contract for assistance with projects throughout the city, including its stormwater, water, and wastewater utility systems and general public works/civil engineering projects. Example projects completed under our continuing services contract include:

- **Various Grant Funding Initiatives.** Developed six grant funding applications for various wastewater collection system upgrades totaling more than $10 million in funding requests. To date over $4 million in funding has been approved.
- **WWTF Comprehensive Upgrade.** Wright-Pierce developed a Facilities Plan to evaluate the WWTF needs over the next 20-years and established a phased upgrade approach with a funding plan. Grant applications were submitted, and the City received a $750,000 CDBG grant and a $2.1M FDEP Springs Legislation grant that will fund over 80% of phased improvements, allowing implementation of many improvements earlier than anticipated. Developed design plans and specifications for the Phase 1 improvements so that a "shovel-ready" project could be submitted as part of the CDBG application. Phase 2 improvements currently under design.
- **WWTF Permit Renewal.** Developed FDEP permit application, Capacity Analysis Report, and Operations and Maintenance Performance Report for the permit renewal along with a request for a 10-year permit (previous renewals were 5-years). A 10-year permit was issued by the FDEP with no Requests for Additional Information.

Client Contact

City of Williston
50 North Main St.
Williston, FL 32696

CJ Zimoski
Public Works and Utilities Dir.
352.528.3060
cj.zimoski@willistonfl.org

Highlights

- Provide services as City's engineer
- Providing services related to wastewater treatment and transmission
- Providing grant funding services

Dates

Ongoing (Grant Funding)
Ongoing (WWTF Comp. Upgrade)
2019 (WWTF Permit Renewal)

Costs

Engineering Fees
$0 (Grant Funding)
$634,600 (WWTF Comp. Upgrade)
$35,000 (WWTF Permit Renewal)

Key Personnel

Dennis Davis, Steve Hallowell, Bartt Booz, Mark Cunningham, Steve LaPrise, Jim Papadimitriou, Rodney Greene

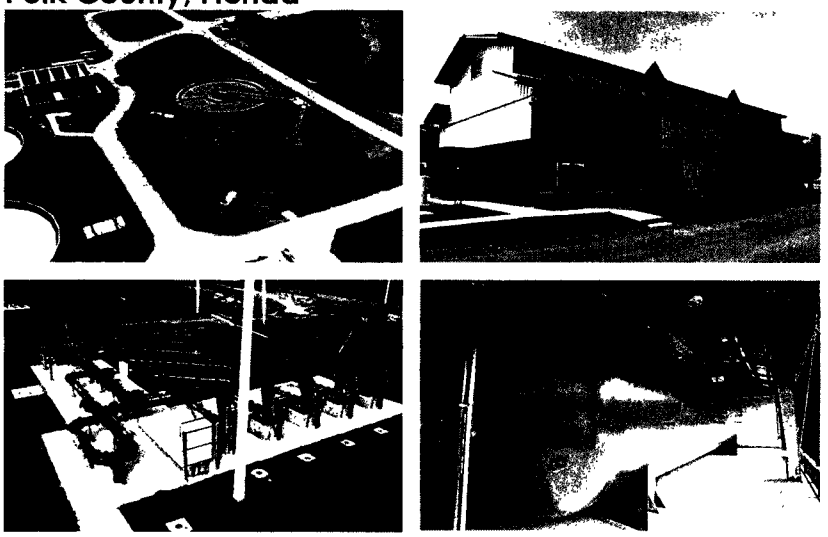
Additional Projects

Air Curtain Incinerator Permit
New City Hall Building
Concurrency Spreadsheet
Septic-to-Sewer Investigation
Animal Shelter

Obtained $750,000 CDBG grant funding and $2.1M FDEP Springs Legislation grant funding to pay for over 80% of WWTF Upgrades.

Continuing Services Contracts

Polk County, Florida



Wright-Pierce provides water, wastewater, and reclaimed water utility engineering services on a continuing basis to Polk County, including planning, design, permitting, and construction phase services for a variety of utility-related projects. Example projects completed under our continuing services contract include:

- **Imperial Lakes Water Treatment Plant Green Sand Filter Upgrade.** Design of upgrades to the green sand filters at the 5.0 MGD Imperial Lakes WTP.
- **Northeast Regional WWTF Clarifier Addition.** Conceptual and final design, bidding, and construction phase services for addition of two clarifiers, headworks upgrades, electrical system upgrades, and modification of stormwater management system. Project also included a conceptual master plan for future treatment plant expansion from 6.0 MGD to 9.0 MGD.
- **Lift Station 253 Upgrade.** Designing upgrade of 1000 gpm LS 253 to meet demands due to extensive growth within service area. Includes new pumps, piping, electrical, and backup power.
- **Water System Model.** Upgrading the County's existing water system model for the NERUSA from a static model to an Extended Period Simulation (EPS) model to allow County to better determine needed upgrades within the water distribution system.
- **FEMA Generator Additions.** As part of a FEMA funded project designed standby generators at 9 wastewater lift stations.

Client Contact

Polk County Utilities
1101 Jim Keene Blvd
Winter Haven, FL 33880

Mark Addison, PE
Capital Projects Manager
863.298.4214
markaddison@polk-county.net

Highlights

- Continuing Services Contract
- Providing services related to potable water treatment, transmission, and distribution and wastewater treatment and wastewater transmission

Dates

2021 (NERWRF Clarifier Addition)
2020 (Imperial Lakes Filter Upgrade)
Ongoing (Lift Station 53 Upgrade)
Ongoing (Water System Model)

Costs

Engineering Fees
$1,026,321 (NERWRF Clarifier Addition)
$79,211 (Imperial Lakes Filter Upgrade)
$49,838 (Lift Station 53 Upgrade)
$99,000 (Water System Model)

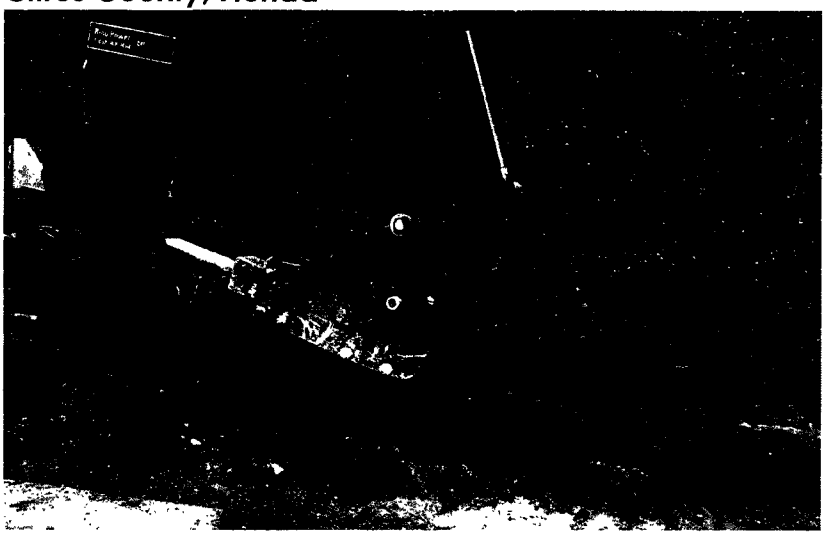
Key Personnel

Bartt Booz, Steve LaPrise, Arafat Eshaq, Katie Gierok, Jim Papadimitriou, Dennis Davis, Steve Hallowell, Peter Hernandez, Mark Cunningham, Chris Baggett, Doug Hankins

PCU staff have recognized Wright-Pierce for our exceptional service and quality work on various types of projects. We are able to provide quality service on any type of project that may come through this contract.

Continuing Services Contracts

Citrus County, Florida



Citrus County selected Wright-Piece for a Continuing Services Contract in 2018 to perform projects for its Water Resources Division, which includes its Utilities Department. Projects under this contract include:

- **Water System Master Plan.** Development of a county-wide potable water master plan that will identify upgrades needed over the next 20 years through the use of a water system hydraulic model.
- **Meadowcrest Wastewater Treatment Plant Upgrades.** Design of intermediate upgrades to the WWTP that will achieve higher nitrogen effluent quality required by the Kings Bay/Crystal River BMAP.
- **Wastewater Treatment Feasibility Analysis.** County received a $500,000 grant to develop a septic-to-sewer master plan that evaluates alternatives to either eliminate septic tanks throughout County or to upgrade them to enhanced nitrogen removing units. Includes development of a county-wide wastewater hydraulic model. Project was procured under a separate RFQ and not part of the continuing services contract.
- **Northwest Wastewater Extension.** Design and construction of over 25,000 linear feet of 10" force main to serve as a wastewater system backbone to serve an unsewered portion of the County. Project also included the design of three new pump stations and decommissioning of two package plants. Project was procured under a separate RFQ and not part of the continuing services contract and is almost entirely funded through grants.

Client Contact

Citrus County
3600 West Sovereign Path
Lecanto, FL 34461

Christina Malmberg, PE
Utility Planning & Engineering Director
352.527.7617
christina.malmberg@citrusbocc.com

Highlights

- Septic-to-sewer conversions
- State and local funding sources
- Designed two new lift stations and the conversion of a third

Dates

Ongoing (Meadowcrest WWTP Upgrade
Ongoing (Water System Master Plan)
Ongoing (WWT Feasibility Analysis)
Ongoing (NW Wastewater Expansion)

Costs

Engineering Fees
$70,000 (Meadowcrest WWTP Upgrade
$199,000 (Water System Master Plan)
$500,000 (WWT Feasibility Analysis)
$481,510 (NW Wastewater Expansion)

Key Personnel

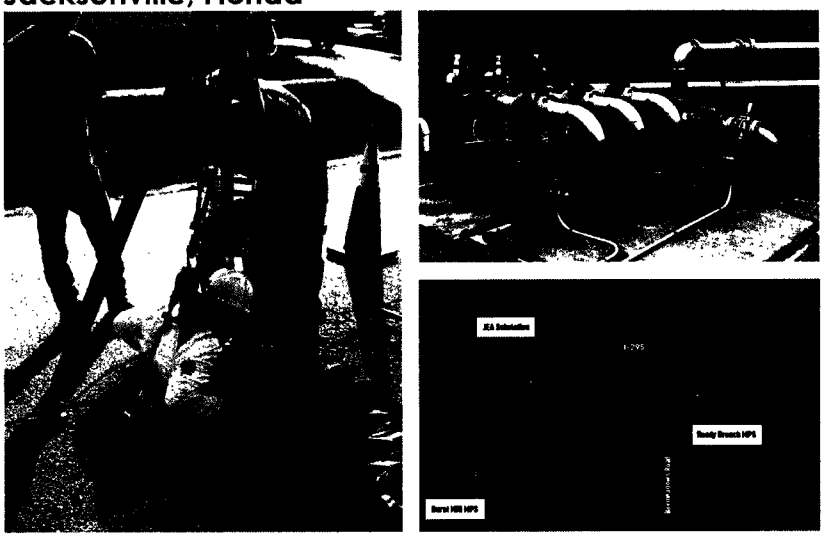
Chris Baggett, Dennis Davis, Steve Hallowell, Greg Taylor, Bartt Booz, Saheb Mansour-Rezaei, Jeff Normandin, Don Lee, Jim Papadimitriou

Extending the wastewater collection system reduces nutrient loading to groundwater within the spring shed to achieve BMAP goals.

Wright-Pierce is working with the County to ensure requirements of two grant programs are met through implementation of this project.

JEA I&I Studies, Pump Stations & Pipelines

Jacksonville, Florida



A community-owned utility in Jacksonville, FL, JEA is responsible for providing electric, water, wastewater, and reclaimed water to its residential, commercial, and industrial customers. JEA selected Wright-Pierce to provide engineering services for the following projects:

- **Infiltration & Inflow (I&I) Study and Remediation Plan.** This project spans 25 sub-basins, totaling approximately 91 miles of sewer pipe. Conducted in three phases, Phase I consisted of performing a hydraulic condition assessment to produce a comprehensive I/I Reduction Plan Report. Phase II source investigation efforts resulted in a comprehensive I/I Reduction Report. Phase III entails the design and bidding of recommended projects.
- **East Grid Pump Station Upgrade Program.** Wright-Pierce is providing design, permitting, and construction administration services for the upgrade/replacement of six wastewater pump stations, Bayleaf, Townsend, Pompano, Mayapple, Merrill, and Princeton Square, and several force mains over six years.
- **Greenland Water Reclamation Facility Pipelines.** As part of a design-build team, Wright-Pierce is designing the pipelines required to transfer wastewater to and reclaimed water from its new 6 MGD Greenland WRF, which will serve as the hub and connection point to its northern and southern water reclamation systems.
- **Manhole Inspections.** As a subconsultant, Wright-Pierce is performing modified Level 2 inspections of over 10,000 manholes. Work is being performed using 3D scanning technology.

Client Contact

JEA
21 Church St.
Jacksonville, FL 32202

Peter Hallock, PE
Development Project Administrator
904.665.8689
hallpc@jea.com

Highlights

- Flow monitoring and I/I data analysis
- Rehabilitation design and design-build delivery
- Horizontal directional drilling and pump station upgrades

Dates

2018 (Phase I I&I Study & Remediation)
2019 (Phase II I&I Study & Remediation)
TBD (Phase III I&I Study & Remediation)
Ongoing (East Grid PS Upgrades)
Ongoing (Greenland WRF Pipelines)
Ongoing (Manhole Inspections)
Ongoing (Wilson Blvd. Evaluation)

Costs

Engineering Fees
$2,020,259 (I&I Study & Remediation)
$2,381,519 (East Grid PS Upgrades)
$529,977 (Greenland WRF Pipelines)
$1,500,000 (Manhole Inspections)
$10,000 (Wilson Blvd. Evaluation)

Key Personnel

Steve Hallowell, Laurie Perkins, Lindsey Sylvester, Chris Baggett, Jeff Normandin, Don McCullers, Eben Spalding, Jim Papadimitriou, Steve LaPrise, Robert Harris

Phase I of the I/I project included up to 415 day/night instantaneous flow measurements within the specific areas of sub-basins. Reducing stormwater leaking into sanitary systems directly saves wastewater treatment costs.

Alternative Water Supply: Combined Projects

Polk County, FL

Polk County is approaching the limit of sustainable yield of its upper Floridan water supplies. Future alternative water supplies (AWS) will involve sources that are more distant and more expensive to treat. The Polk Regional Water Cooperative (PRWC) was formed to reduce costs and maximize opportunities for co-funding by sharing AWS sources among communities and developing an affordable supply and delivery system. Wright-Pierce assisted the PRWC as a subconsultant in the development of the following:

- **Water Conservation Plan.** Developed water system profiles for five member utilities based on a 10-year data of raw water usage. Data profiles were then used to develop conservation strategies.
- **Southeast and West Polk Reverse Osmosis Lower Floridan Aquifer Water Treatment Plants.** Design/permitting for two reverse osmosis water treatment plants—a 30-MGD AADF and a 15-MGD AADF. Wright-Pierce designed the chemical systems, pump stations, storage facilities, structural, and HVAC/Plumbing.
- **Administrative Challenge Support & CUP Permitting.** Development of technical support for three administrative challenges of the 50-year CUP permit issued by the SWFWMD for the Peace River Manasota Regional Water Supply Authority to withdraw all available supply above the required MFL for the Peace River.

Client Contact

Polk Regional Water Cooperative
330 W Church St
Bartow, FL 33831

Stephen James
Project Coordinator
850.228.6229
stephenjames@prwcwater.org

Highlights

- Countywide potable water system
- Evaluation of AWS/development of CUPs for AWS projects
- Evaluate/expand population and flow projections based on data
- Hydraulic modeling of separate yet interconnected systems for level of service and water quality
- Facilities operations and condition assessments
- Capital Improvements Plan

Dates

Ongoing (Water Conservation Plan)
Ongoing (Water Treatment Plants)
2020 (Admin. Support & CUP)

Costs

Engineering Fees
$107,000 (Water Conservation Plan)
$3.22M (Water Treatment Plants)
$150,000 (Admin. Support & CUP)

Key Personnel

Dennis Davis, Katie Gierok, Greg Taylor, Ben Yoakum, Peter Hernandez, Steve Hallowell, Teresa Hernandez

Wright-Pierce has been assisting the PRWC in developing 45 MGD of alternative water supply (AWS) from LFA wells, use of reverse osmosis, and brine injection wells.

In addition to finding AWS, we have assisted PRWC in reducing its need through conservation.

Cost & Schedule Control

A successful project requires the commitment of necessary resources to complete work within a required budget and timeframe. We empower our managers with the following tools and processes to identify potential budget and schedule conflicts and prioritize resources:

- Assign personnel by identifying project's technical components and match to staff expertise and availability during proposal development phase, commit staff for project duration
- Project manager coordination meetings, held weekly, to ensure our people are leveraged and projects are appropriately staffed
- Workload calendar for Building Services support
- Workload forecasting, updated monthly
- Project team meetings held regularly for the duration of a project to keep the team coordinated and on track to meet project milestones
- Regional group and division leaders have authority to bring in highly skilled resources regardless of location, as needed, to meet schedule objectives

Scheduling & Accounting Software

Wright-Pierce utilizes state-of-the-art business management software, BST10, that includes staffing workload resource planning that is updated weekly. This data is used to project 12-month workloads for all staff and to identify project team members with appropriate availability for specific assignments. BST10 offers our project managers the following features:

- Integrated workload and management tools tailored to each project
- Project and resource management dashboards that highlight critical data requiring attention
- An opportunity tracking system that assists with forecasting future resource needs and streamlines our budgeting process
- Electronic invoicing for less paper shuffling between our finance department and clients

The sample schedule below depicts a schedule for a design project that proceeds to construction. It is generally contemplated that a typical project issued under this contract with a construction value of under $4 million (in accordance with CCNA requirements) could be completed with this schedule.

Tasks	Duration	Project Schedule
Proposal Phase		
Scope Meeting	1 day	
Proposal Preparation	2 weeks	
City Procurement Process	1 month	
Project Execution Phase		
Preliminary Design	6 weeks	
Final Design	4 months	
Design Completion	1 month	
Bidding & Construction Phase		
Bidding	2 months	
Construction	10 months	
Closeout	3 months	

Our Team Dedicated to Your Projects

From our full-service, diverse staff of experienced engineering professionals, operators, technicians, and support personnel, we have assembled a project team with many years of demonstrated practical experience completing similar projects.

We recognize that no one understands the requirements of the City's projects better than your personnel. Therefore, our team is committed to working collaboratively with your staff, incorporating their input to deliver tailored solutions.

PRINCIPAL-IN-CHARGE
Steve Hallowell, PE

PROJECT MANAGER
Katie Gierok, PE

CLIENT SERVICE MANAGER & GRANT SPECIALIST
Dennis Davis, PE

QA/QC OFFICERS
Steve Hallowell, PE
Don McCullers, COA

PROJECT ENGINEERS

Water Supply & Treatment
Greg Taylor, PE
Ben Yoakum, PhD, PE
Katie Gierok, PE

Wastewater Treatment
Don Lee, PhD, PE, BCEE
Bartt Booz, PE

Pipelines
Kelly Wehner, PE, ENV SP
Peter Hernandez, PE

Infiltration & Inflow
Don McCullers, COA
Lindsey Sylvester, PE

Septic-to-Sewer
Chris Baggett, PE, ENV SP
Saheb Mansour-Rezaei, PhD, PE

Lift Stations
Bartt Booz, PE
Eben Spalding, PE

SUPPORT SERVICES

Structural Engineer
Mark Cunningham, PE

Mechanical Engineer
Rodney Greene, PE

I&C Engineer
Jim Papadimitriou, PE

Electrical Engineers
Arafat Es-haq, PE

Solar/Energy Efficiency Specialist
Tony D'Amelio

Architect
Ron Williams, AIA

GIS Services
Jeff Normandin, GISP

3D/CAD Design
Shane Cochran

Construction Engineering Inspection & Field Service Technicians
Chance Harris
Bob Goulet

SUBCONSULTANT SUPPORT

Geotechnical Services
Nadic Engineering, Inc.

Surveying Services
L&S Diversified, LLC

Introducing your
Project Manager.
Katie Gierok, PE

Management

Katie will be responsible for implementing projects awarded through this contract. She will serve as the City's primary point of contact, coordinate technical efforts required of the team, and monitor schedule and budget compliance.

Her 28 years of experience completing utility system, water supply, and regulatory compliance projects affords her the leadership to successfully execute small or large projects, from treatment plants to piping and pump stations to complying with new CFWI regulations.

Katie is experienced in overseeing and executing all project phases, including conceptual planning, design, permitting, cost estimating, construction administration, and construction engineering inspection services.

Water & Wastewater

16
WTP and WWTP expansions, upgrades, and new facilities designed

93
Millions of dollars in cost savings through water conservation efforts

117,920
Linear feet of pipelines designed and installed for public utilities

City of Ocoee

8
Projects completed for the City of Ocoee

15
Millions of dollars in improvement projects planned for the City

1993
Year in which Katie began consulting for the City

Kathleen N. Gierok, PE

SENIOR PROJECT MANAGER

Project Assignment: Project Manager

Education
B.S., Environmental Engineering, University of Florida

Professional Registration
Florida

Experience
28 Years

Joined Firm
2017

Professional Affiliations
American Water Works Association – Florida (FLAWWA)

Florida Water Environment Association (FWEA)

Central Florida, Society of Women Engineers

Publications & Presentations
Gierok, K. N., Taylor, G. D., Yoakum, B. A., Martinez-Marrero, F., "Breaking Through Cost Barriers Associated With Developing an Alternative Water Supply by Integrating With an Existing Treatment System", Florida Water Resources Journal, February, 2021

Gierok, K. N., Taylor, G.D., & Yoakum, B.A. "Water for a Thirsty Florida – A Regional Approach", FSAWWA State Conference, 2019

Gierok, K. N., Davee, R. N., Taylor, G. D., Davis, D. A., "Lessons Learned from Surface Water Treatment Facilities and How They

Role Description & Experience Summary

Katie will serve as Project Manager for this contract. In this role, she will be the primary point of contact for communications with the City. She will be responsible for coordinating the technical efforts of the project team and for monitoring schedule and budget compliance. Katie has extensive experience in civil and environmental engineering, including planning, design, permitting, and construction administration for public utilities. Her background includes water, wastewater, and reclaimed water pipeline and pump station facilities; utility coordination; water and wastewater treatment facilities; site work/earthwork facilities; community-wide utility improvements; grant funding; and bond issues. She has developed professional relationships throughout Central Florida and has experience working directly with clients and determining their needs, developing project scope and fees, developing presentations, and presenting to large and small audiences.

Relevant Project Experience

South Water Treatment Plant (WTP), Ocoee, FL*
Project Engineer for improvements at the 4.0-MGD South WTP, including the installation of a well pump, associated piping, and hypochlorite generation system.

Forest Oaks Water Treatment Plant, Ocoee, FL*
Project Engineer for improvements at the 3.0-MGD Forest Oaks WTP, including the installation of a well pump, associated piping, and hypochlorite generation.

CUP Permitting, Ocoee, FL*
Project Manager for the CUP renewal of the City's public water supply permit, including water supply planning, ordinance development, water demand projections, and water conservation assistance. Project involved permitting for the Forest Oaks and South WTPs service area, including reclaimed water system development and upper Floridan aquifer groundwater supply.

Rapid Infiltration Basin (RIB) Rerate Study, Ocoee, FL*
Senior Engineer for the re-rate study of the City's on-site A.D. Mims WWTF RIBs, including comparative groundwater modeling and field calibration of the RIBs.

Master Planning, Development, & Expansion of Water, Wastewater, & Reclaimed Water Programs, Ocoee, FL*
Program Manager, Coordinator, and client contact for the continuing improvement and expansion of City Programs. $15 M in improvements were identified for utilities and roadway with a bond issue of $10 M obtained for the completion of currently needed projects. Project included system-wide reclaimed and potable water piping, planning, permitting, design, and construction services. Reclaimed water services

Apply to Alternative Water Supplies in Florida". Florida Section American Water Works Association, Orlando, FL, 2018

Gierok, K. N., Chavez, M. F., Taylor, G. D., Hoxworth, S. W., Robert, C. M., McCarthy, J. A. "Ozone and Granular Activated Carbon for Sulfide Treatment and Disinfection By-product Removal in Polk County, FL". Florida Section American Water Works Association, Orlando, FL, 2016

Gierok, K. N., Chavez, M.F., McNeal, M. B., and Clasen, M. J., "Aquifer Storage and Recovery: Exploring a Real Solution for Reclaimed Water Supply Needs", Florida Water Resources Journal, September, 2015

included pumping and piping facilities, including the development of an interlocal agreement and funding for the development of a reclaimed disposal system for an existing 2.3-MGD and proposed 6.0-MGD buildout for wastewater treatment. Potable water services included permitting, planning, design, and construction assistance for approximately 15,000 LF of piping improvements and expansion.

16-inch Water Main, State Road 429, Ocoee, FL*
Project Manager for the crossing of a 16-inch water main across the Western Beltway Interchange (SR 429) with the Florida Turnpike. Project included design, utility coordination, and permitting of approximately 200 LF via jack-and-bore.

City Engineer Continuing Services, Ocoee, FL*
Project Manager for the review of water, wastewater, and reclaimed water plans (subdivision, site plans, and capital projects) as provided by others for conformance with City land development code, initiatives, and engineering design requirements.

Conservation Management Plan, PRWC, FL
Project Manager for Wright-Pierce as we work as a subconsultant in the development of a County-wide water conservation plan that will be used as the basis of water conservation plans for municipalities within Polk County. This project included preparing baseline water system profiles for five member utilities based on ten-years of raw water usage data. The water profiles evaluated industrial, commercial, residential, categories of use, and indoor and outdoor use patterns to identify areas where the utilities could improve water conservation.

Meadowcrest WWTF Interim Upgrades, Citrus County, FL
Project Manager for the planning, design, bidding and construction of interim upgrades to the Meadowcrest WWTF to meet current nitrogen effluent concentrations and pending Total Maximum Daily Load (TMDL) and Basin Management Action Plan (BMAP) limits.

Dale Mabry Service Area Inflow and Infiltration Study, Hillsborough County, FL
Project Engineer involved in a two-phase I&I study consisting of quantifying I&I through three months of flow, rainfall, and groundwater monitoring and assessment. Flow monitoring consisted of installing 55 flow meters, 25 groundwater piezometers and 5 rain gauges in 55 sub-basin areas. Work included 100-day/night-time instantaneous flow measurements, data analysis using Sliicer, and preparing a Phase I flow monitoring report with recommendations for the Phase II I&I source investigation study, consisting of dye testing, CCTV inspections, and manhole inspections.

Potable Water Distribution System Looping Study, Haines City, FL
Project Manager for the evaluation of looping needs and locations, along with the submittal of a cooperative funding application to SWFWMD. The preliminary evaluation identified dead-end or low-flow locations and systematically analyzed improvements to the distribution system which improved the water pressure and quality in the system, provided conceptual level cost estimates for improvements, and prioritized improvements based on volume of water wasted and the cost-benefit.

*Experience from previous employer

Steven C. Hallowell, PE

VICE PRESIDENT/SENIOR PROJECT MANAGER

Project Assignment: Principal-in-Charge and QA/QC Officer

Education
M.B.A., Southern New Hampshire University

M.S., Civil Engineering
University of Lowell

B.S., Civil Engineering
University of Maine

Professional Registration
Florida
Connecticut
Maine

Experience
35 Years

Joined Firm
1987

Professional Affiliations
Maine Wastewater Control Association

Maine Department of Environmental Protection Lagoon Task Force

American Water Works Association/Florida AWWA

Florida Water Environment Association

Awards
Cancer Survivor – 2000

Presentations
"Regionalization Challenges, Complexities & Success Stories" NEWEA - Spring 2009 plus 6 other presentations for MWWCA & JETCC

Role Description & Experience Summary

Steve will serve as Principal-in-Charge and QA/QC Officer for this contract. As Principal, he will be responsible for acting as the firm's authorized representative in any negotiations, ensuring all contractual obligations are met, and committing the resources needed for this project. As QA/QC Officer, he will ensure all deliverables are reviewed either by himself or by the appropriate senior personnel. Steve is a Vice President/Senior Project Manager in the Wastewater Practice Group with a wide range of experience in planning, design, and construction of wastewater and water facilities and infrastructure projects for municipal clients.

Relevant Project Experience

Lift Station No. 45 Upgrade, Orlando, FL
Project Manager for the evaluation and design for replacing the existing wet well/dry well, 9-MGD lift station with a new 9-MGD submersible lift station. Proposed new facilities to include converting the existing lift station pump room to two new wet wells, 4 new submersible pumps, discharge piping and valves, , bypass pumping facilities, new emergency generator, electrical building, pump crane hoist system, odor control system and site piping and improvements.

Lift Station No. 2 Upgrade, Orlando, FL
Project Manager for the evaluation and design for replacing the existing wet well/dry well, 4.6-MGD lift station with a new 4.6-MGD submersible lift station. Proposed new facilities to include the demolition of the existing lift station located within a parking garage facility and constructing a new submersible station with two new wet wells, 4 new submersible pumps, discharge piping and valves, bypass pumping facilities, new emergency generator, electrical building, pump crane hoist system, odor control system and site piping and improvements.

Lift Station 24 Collection System Flow Monitoring, Eustis, FL
Principal-in-Charge and QA/QC Officer for the study of the Lift Station 24 collection system to identify extraneous sources of inflow and infiltration into the collection system consisting of approximately 41,800 linear feet of 6-, 8-, 10- and 12-inch diameter pipe. Project included training of City staff on flow metering; installation of open channel flow meters to measure flows within the collection system; installation of a rain gauge to obtain accurate rain data within the service area; night flow isolation measurement; and compiling data, findings and recommendations with costs into a Technical Memorandum. Follow on task included smoke testing of entire drainage area and documentation of sources, including GIS locations and photographs, and costs estimates to repair in Technical Memorandum.

"Upgrading One of Orlando's Largest Lift Station & Overcoming Challenges," FWRC, Spring 2019

Publications

Cadle, R.; Cummings, R; Perkins, L; Davis, D; Hallowell, S; "From Coast to Coast: What Florida's Largest Utilities are Doing About I&I," FRWC, Spring 2019

Utility Pipe Storage Building, Kissimmee, FL

Principal-in-Charge and QA/QC Officer for the design of a new utility pipe storage building for the Toho Water Authority in Kissimmee. New utility building consists of a 2-bay pre-engineering metal building to store water, reclaim and sewer pipe. Proposed improvements include site improvements.

Wastewater Treatment Facilities Plan, Williston, FL

Principal-in-Charge and QC/QC Officer for the development of a 20-year Facilities Plan for the 0.45 MGD Williston Wastewater Treatment Facility. Assessment included influent screening, oxidation ditch, flow splitting, secondary clarifiers, chemical disinfection, effluent storage and distribution to a restricted public access spray field and aerobic sludge storage. Other systems, such as instrumentation, electrical and architectural/ building systems also evaluated. An estimate $3.77 M in necessary improvements were identified to be implemented over three Phases.

Infiltration & Inflow Study and Remediation Plan, Dale Mabry Advanced Wastewater Treatment Facility Service Area, Tampa, FL

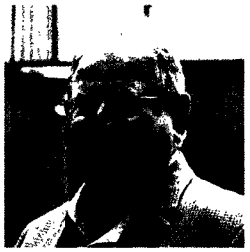
Principal-in-Charge/Project Manager for a two phase I&I study consisting of quantifying I&I including three months of flow, rainfall, and groundwater monitoring and assessment. Flow monitoring consists of installing 55 flow meters, 25 groundwater piezometers and 9 rain gauges in 55 sub-basin areas of the service area. Work also includes 100 day/night time instantaneous flow measurements, data analysis using Sliicer and preparing a Phase I flow monitoring report with recommendations for conducting the Phase II I&I source investigation study, which consists of dye testing, 154,000 lf of FELL pipe inspections, 740 Level 1 manhole inspections and 100-night time instantaneous flow measurements.

Southwest Service Area Infiltration and Inflow Study and Remediation Plan, JEA, Jacksonville, FL

Principal-in-Charge/Project Manager for a two-phase I&I study and remediation plan. The southwest service area is comprised of over 100 square miles and approximately 700 miles of sewer piping. 25 pump station sub-basins will be targeted to evaluate I&I in those systems. Phase I of this project is a hydraulic condition assessment and includes flow monitoring in 35 locations, installation of 18 groundwater piezometers, 290,000 lf of smoke testing, 185,000 lf of CCTV, 1,150 Level 2 manhole inspections and the development of an I&I reduction plan. Phase II of the project includes the development of plans and specifications to address the I&I.

East Grid Pump Station Upgrade Program, Jacksonville, FL

Principal-in-Charge and Project Manager for the evaluation and design of replacing six (6) existing submersible pump stations with new submersible pump stations ranging in capacity from 1,000 GPM to 1,800 GPM. Proposed new pump stations to include the demolition of the existing lift station, new 10 ft. diameter wet well, 3 submersible pumps, piping, valve, standby emergency generator, back up diesel pumping system, bypass pumping system, controls, and site improvements.



Don McCullers, COA

SENIOR PROJECT MANAGER

Project Assignment: QA/QC Officer

Professional Registration
Class A WWTP Operator (FL)
PACP, MACP, LACP Trainer

Experience
42 Years

Joined Firm
2020

Professional Affiliations
Florida Water and Pollution Control Operators Association

Florida Water Resources Association

Water Environment Federation (WEF)

North American Society for Trenchless Technology

National Association of Sewer Service Companies (NASSCO)

International Pipe Bursting Association

American Water Works Association (AWWA)

Publications
"Horizontal Directional Drill a 16-inch Force Main Under Clearwater Harbor: A Case Study," Florida Water Resources Journal, McCullers, D., Murrin, L., O'Brien, K., Modjeski, D., O'Connor, D., 2002

"CMOM: Does it Work? Clearwater's Program Performance History," Florida Water Resources Journal, McCullers, D., 2010

Role Description & Experience Summary

Don will serve as QA/QC Officer, providing reviews of interim technical documents and ensuring our QA/QC program is implemented for all deliverables. Don is a licensed Class A wastewater treatment plant operator with over 42 years of experience in water and wastewater systems. He serves as a Senior Project Manager in Wright-Pierce's Tampa office with expertise in the analysis of existing utility systems and the preparation of plans and specifications for the construction of new and rehabilitated water and wastewater treatment facilities, pump stations, water distribution systems, interceptor sewer systems, effluent disposal facilities, and reclaimed water systems. Don is a certified trainer under NASSCO's Pipeline Assessment and Certification Program (PACP) and is an expert in sanitary sewer system evaluations and rehabilitation projects.

Relevant Project Experience

NASSCO Manhole Inspections and MACP Reports, JEA of Jacksonville, FL
Wright-Pierce's Project Manager working as a subconsultant, performing modified Level 2 manhole inspections of over 10,000 manholes. Work is being performed using CleverScan 3D scanning technology.

Pipeline Assessment Certification Program (PACP) Instructor
NASSCO Certified Instructor since 2004 for the Pipeline Assessment Certification Program (PACP). Also certified for teaching the Manhole Assessment Certification Program (MACP) and Lateral Assessment Certification Program (LACP) components. Has taught classes throughout Florida and Kentucky. A member of the Florida Water Environment Association Collection System Committee helping to provide PACP/MACP/LACP classes throughout for the Association.

Collection System Inspection and I&I Evaluation, JEA of Jacksonville, FL
QA/QC Officer and Project Manager for project involving I&I analysis of a section of the gravity sewer system. Work included inspecting 221 manholes and CCTV evaluation on approximately 15,000 LF of gravity sewer.

Permanent Flow Monitoring Program, City of Clearwater, FL
QA/QC Officer for flow monitoring services over a 39-month period. The goals of the project involve the following tasks: install and maintain equipment at strategic locations in the wastewater collection system throughout the contract period; collect, summarize, and evaluate flow, rainfall and groundwater-level data; determine the locations of excessive I&I; and recommend corrective actions. Our engineers are providing monthly and quarterly reports to the City.

Presentations

McCullers, D., Neff, A., Murrin, L., Modjeski, D., "CMOM Self Audit from Inception to Implementation," Clearwater, FL, 2002

McCullers, D., Sickler, D., Howell, C., "CMOM: Roadmap to a Healthy Wastewater Collection System," Austin, TX, 2003

McCullers, D., Fears, T., Murrin, L., Modjeski, D., "Horizontal Directional Drilling Multiple Pipe Under Stevenson Creek: A Case Study," North American Society for Trenchless Technology (NASTT), 2004

McCullers, D., "Mandalay Channel Pedestrian Bridge Utility Relocation," NASTT NO-DIG, 2005

McCullers, D., "City of Clearwater Capacity, Management, Operation, and Maintenance (CMOM), Does it Work?" Florida Water Resource Conference, 2009

McCullers, D., "Force Main Condition Assessment," Clearwater, FL, 2011

McCullers, D., Murphy, J., Hallock, S., Modjeski, D., "Condition Assessment of Two Florida Coastal Communities Force Mains: A Case Study," NASTT, 2012

McCullers, D., "When You're Done... Are You Done? I-75 Utility Improvements," NASTT NO-DIG, 2014

McCullers, D., "Is Your Collection System Broken or On Crack: Benefits of PACP and Proper Defect Coding," Florida Water Resource Conference, 2016

Dazzo / Drew Park Collection System I&I Evaluation, City of Tampa, FL
Project Manager for evaluation of the Drew Park / Dazzo Collection System. This first phase includes review of extensive historical data and limited field services including manhole inspections and night flow isolations in order to develop a detailed testing plan to identify sources of infiltration and inflow (I&I).

Pump Stations "SA" and "E", City of Temple Terrace, FL*
Project Manager responsible for preliminary design report, final design, cost estimates, permitting, and bidding assistance for two pump stations requiring rehabilitation. Pump Station "SA" is one of the City's master stations, which pumps to the City of Tampa. Both stations involved conversion of a dry/wet pit into a submersible type station.

Potable Water Master Plan, City of Temple Terrace, FL*
QA/QC Officer for a 10-year Master Plan update for the City's potable water system including infrastructure improvements. The project consisted of hydraulic modeling of the potable water system, hydrant testing, and GIS data verification for model calibration. Projected potable water demand and hydraulic modeling within WaterGEMS® to identify existing issues and recommend future improvements, which were prioritized into a capital improvements plan with estimated capital costs.

Sanitary Sewer Improvements and Rehabilitation, City of Brooksville, FL*
QA/QC Officer for assisting with various phases of investigation and rehabilitation of the City's 52 miles of gravity sewer, ranging from 6-inch diameter to 12-inch diameter. Investigated via smoke testing and in-line cleaning and televising. Rehabilitation design included open-cut replacement and the trenchless rehabilitation method of cured-in-place pipe (CIPP). During construction, provided resident project representative services and construction-related engineering.

Design-Build of 19th Avenue Water/Wastewater/Reclaimed Water Pipelines, Hillsborough County, FL*
Senior Project Engineer providing design, permitting, and construction phase services to support construction of over 14,000 linear feet of 24-inch potable water main, over 16,000 linear feet of 20- and 30-inch reclaimed water main from just west of I-75 to just west of US Hwy 41 along 19th Avenue NE in the Ruskin area. The project also includes approximately 18,000 linear feet of 24- and 36-inch wastewater force main, which runs from Hillsborough County's South County Advanced Wastewater Treatment Plant to just west of US Hwy 41 along 19th Avenue NE.

Gulfport Sanitary Sewer Evaluation Study (SSES), City of Gulfport, FL*
Project Manager involved with providing services for the City to identify and repair areas within the collection system with infiltration and inflow (I&I). The project involves State Revolving Funds (SRF) and included a comprehensive investigative plan with flow monitoring, closed-circuit TV (CCTV) inspection, smoke testing, visual inspections, etc. All the data was combined and evaluated in order to provide prioritized recommendations as well as construction work orders for sanitary sewer point repairs and trenchless rehabilitation with CIPP lining or grouting.

*Experience from previous employer

Dennis A. Davis, PE

SENIOR CLIENT SERVICE MANAGER

Project Assignment: Client Service Manager & Grant Specialist

Education
B.S., Environmental Engineering, University of Florida

Professional Registration
Florida

Experience
21 Years

Joined Firm
2016

Professional Affiliations
Florida Water Environment Association

Florida Water Environment Association-Utility Council

American Water Works Association
Florida League of Cities

Role Description & Experience Summary

Dennis will serve as the Client Service Manager for this contract. In this role, he will be responsible for ensuring the team meets and exceeds expectations related to project performance. Dennis is an experienced engineer with over 20 years of professional experience, including key management and leadership positions. He is a diverse engineer with experience in water supply, utilities, stormwater design, water quality, natural systems, solid waste management, civil site design, and environmental permitting. He is experienced in managing continuing/general engineering services contracts for municipal and county clients. From this experience, he has developed extensive in the operating protocol of local governments, including procurement policies, capital budgeting, and interacting with municipal/county management and board members.

Relevant Project Experience

General Services Contract, Winter Haven, FL
Contract manager for multiple iterations of a general services contract. Projects initiated under this contract included a solid waste hauling analysis, various designs for improvements at the City's wastewater treatment plants, wastewater pump station, and reclaimed water pipelines, and storage tanks.

General Services Contract, Williston, FL
Contract manager for multiple iterations of a general services contract. Projects initiated under this contract include comprehensive phased wastewater treatment plant projects, a new potable water production well and pipeline, sewer system improvements, stormwater flooding study, multiple parks and recreations area improvements, preparation of various grants, and attendance at City council meetings

General Services Contracts, Polk County, FL
Contract manager for three general services contracts in three separate County divisions: the Utilities Division, Parks and Natural Resources Division, and the Solid Waste Division. Performed dozens of projects, including major pipeline projects, multiple water treatment plants, multiple water, wastewater and reclaimed water master plans, environmental evaluations associated with the water use permit, major pump station replacements and other similar work.

CDBG Hazard Mitigation Critical Facility Hardening Program, Williston, FL
Grant Specialist for the preparation of all technical documents for a $2 M grant application under the Florida Department of Economic Opportunities' CDBG program. The grant requested money to harden four buildings at the City's WWTP to withstand hurricanes or other similar storms. All work was performed at no cost to the City.

Nitrogen Load Reduction Projects Grant Applications, Williston, FL
Grant Specialist for the preparation of two grant applications for springs funding to the SWFWMD. Applications seek to obtain almost $5 million in grant funding for the city to implement a septic-to-sewer project in the Northwood Estates subdivision and a WWTP upgrade project. All work has been performed at no cost to the city.

SWFWMD Cooperative Funding Initiative Grant Applications, Williston, FL
Grant Specialist for the preparation of a grant application for the John Henry Park stormwater infrastructure improvements projects, which included new piping and swales to deal with local flooding and use of Biological Activated Media to improve water quality. Application requested $900,000 in funding over two funding cycles.

Lift Station 253 Evaluation, Polk County, FL
Client Service Manager for a project that includes the evaluation of the current flows coming to Lift Station 253 and an assessment for its replacement. Accelerated development in the service area above predictions in the 2015 master plan prompted the need for these improvements sooner than anticipated. Upon completion of the flows assessment, a conceptual site design was prepared.

Lift Station 45 Rehabilitation, Orlando, FL
Client Service Manager. Providing preliminary engineering, final design and construction phase services for the rehabilitation of an approximately 8-MGD master lift station. The project includes evaluations of the structural condition of the existing lift station and options for replacing it or rehabilitating the existing structure. Existing and future flows will be determined, and a hydraulic modeling will be created to size the new pumps. Final design includes the development of plans and specifications for the selected alternative. Construction administration and part time construction observation will be provided.

Lift Station 85 Rehabilitation, Orlando, FL
Client Service Manager. Providing preliminary engineering, final design and construction phase services for the rehabilitation of an approximately 6-MGD master lift station. The project includes evaluations of the structural condition of the existing lift station and options for replacing it or rehabilitating the existing structure. Existing and future flows will be determined, and a hydraulic modeling will be created to size the new pumps. Final design includes the development of plans and specifications for the selected alternative. Construction administration and part time construction observation will be provided.

I&I Criticality Analysis, Gainesville Regional Utilities, Gainesville, FL
Client Service Manager for the project that involved development of a GIS-based grading system to assist GRU in determining the level of criticality of all gravity pipes in its collection system. This information is then used to develop an inspection and repair program. The work included evaluation of GRU's existing GIS for the collection system, overlaying additional publicly available GIS databases, incorporating GRU's maintenance records into the dataset and ultimately developing a tool that will reside within GRU's GIS to provide real-time evaluation scores of its infrastructure.

Bartt C. Booz, PE

SENIOR PROJECT MANAGER

Project Assignment: Lead Project Engineer – Pumping Stations & Wastewater Treatment Systems

Education
B.S., Bioresource Engineering
Rutgers University

Professional Registration
Florida
Maine

Experience
27 Years

Joined Firm
2000

Professional Certifications
Intermediate Temporary Traffic Control

Professional Affiliations
Florida Water Environment Association (FWEA)

Publications
Booz, B.C. and Dwinal, C.A., "Sludge Dewatering in New England: Types, Trends and Case Studies", NEWEA Journal, Fall 2012

Presentations
Booz, B.C., "Savings through Optimizing Aeration Systems." Maine Wastewater Control Association, Spring Conference, April 2008
Booz, B.C., "Sludge Dewatering", Maine Wastewater Control Association, Fall Conference, September 2010
Booz, B.C., "Blower Technologies", Maine Rural Water Association, 31st Annual Conference, December 2011

Role Description & Experience Summary

Bartt will serve as the Lead Project Engineer of projects involving pumping stations and wastewater treatment systems for this contract. He will assist the Project Manager by leading the execution of designs, including technical calculations and the development of plans and specifications. Bartt is a Senior Project Manager in the Wastewater Practice Group at Wright-Pierce. His responsibilities include leading design teams in the evaluation and design of unit processes for wastewater treatment facilities and pumping stations; preparation of plans and specifications; coordination with regulatory and funding agencies; and construction administration. He has implemented dozens of WWTP upgrades and expansions in his career.

Relevant Project Experience

Lift Station 24 I&I Study, Eustis, FL
Project Manager for the study of the Lift Station 24 collection system to identify extraneous sources of I&I into the collection system consisting of approximately 41,800 linear feet of 6-, 8-, 10- and 12-inch diameter pipe. Project included training of City staff on flow metering; installation of open channel flow meters to measure flows within the collection system; installation of a rain gauge to obtain accurate rain data within the service area; night flow isolation measurement; and compiling data, findings and recommendations with costs into a Technical Memorandum. Follow-on task included smoke testing of entire drainage area and documentation of sources, including GIS locations and photographs, and costs estimates to repair.

Lift Station 85 Replacement, Orlando, FL
Lead Project Engineer for the design of the replacement of the 6.3 MGD lift station. Existing station was a wet well/dry well station with vertical centrifugal, extended shaft pumps constructed in 1980. This $5.5M project includes reusing the existing wet well to become a new submersible pump station wet well (with new concrete walls); installation of 4 new submersible pumps; in-filling the existing dry well; new electrical building and diesel emergency generator; new two-stage odor control system; and new PLC controls with radio telemetry to SCADA system.

Lift Station 45 Replacement, Orlando, FL
Lead Project Engineer in the preliminary and final design, bidding, and construction administration of the replacement of the 8.3 MGD lift station. Existing station was a wet well/dry well station with vertical centrifugal, extended shaft pumps. This $6.5M project includes in-filling the existing concrete wet well; conversion of the dry well into a wet well and installation of 4 new submersible pumps; reuse of the two-stage odor control system; new electrical building and emergency generator; and new PLC controls with radio telemetry to SCADA system.

Booz, B.C., "Energy Audits & Green Energy", North Country Convention, Maine Wastewater Control Association, April 2013

Booz, B.C., "Screw Press Dewatering Upgrade in Lincoln, Maine: A Case Study", NEWEA Conference, January 2013

Booz, B.C., "Troubleshooting and Optimization of Lagoons", 17th Annual Lagoon Day, Berwick, Maine, June 2013

Booz, B.C., "Wastewater Treatment Facility Basis of Design Fundamentals," FWEA Process Seminar, October 2020

Storey Park Master Pump Station, Orange County, FL
Lead Project Engineer in the preliminary and final design, bidding, and construction administration of a new 5.76 MGD submersible pump station to serve the Storey Park development and surrounding areas. The new station consists of a split wet well with space for 6 submersible pumps; new electrical building and emergency generator; odor control system; and new PLC controls with radio telemetry to SCADA system.

Conserv I WRF Return Activated Sludge Replacement, Orlando, FL
Project Manager for the replacement of three 3,500 gpm Return Activated Sludge Pumps at that Water Conserv I Water Reclamation Facility. Project was completed under a continuing engineering services contract with the City's Water Reclamation Division. Project included new VFDs, electrical disconnects and local controls, piping, and check valves. Services included final design, bidding, and construction administration phase services.

Wastewater Treatment Facility Phase 1 Upgrade, Williston, FL
Project Manager for the design, bidding, and construction administration of a $650,000 Phase 1 Upgrade to the 0.45 MGD Williston Wastewater Treatment Facility. Project included replacing an influent spiral screen with a static screen; replacing a 50-foot diameter peripheral feed secondary clarifier mechanism; replacing two, 30 HP oxidation ditch rotors; concrete rehabilitation of the concrete oxidation ditch and secondary clarifier, and miscellaneous electrical improvements. Project was funded through a $700,000 CDBG grant.

Headworks and Secondary Clarifier Upgrade, Polk County, FL
Lead Project Engineer in the design, bidding, and construction administration of two new 100-foot diameter secondary clarifiers to increase the plant clarification capacity from 6.0 MGD to 9.0 MGD. Project is being delivered by way of the Construction Manager at Risk (CMAR) method. Project included two flow splitting structures and hydraulic improvements; yard piping; stormwater pond relocation; two secondary clarifiers with plow and rake mechanisms; a new RAS/WAS pump station; two scum pumps; new Electrical Building; and instrumentation and control systems. Project also included the replacement of two headworks screenings conveyors with two new screenings wash presses and controls.

Clean Water State Revolving Fund 5-Year Facilities Plan, Orlando, FL
Project Manager for the development of a CWSRF Facilities Plan for projects that the City of Orlando plans to implement over a 5-year funding cycle. Under the continuing engineering services contract, the City requested Wright-Pierce's assistance in developing a Facilities Plan to fund eight Water Reclamation Division infrastructure improvement projects to be completed between fiscal years 2022 through 2025. The Facilities Plan identified: 1) the existing wastewater service area and infrastructure, capacity and anticipated future growth; 2) the project need; 3) the alternative methods and costs for addressing the project specific needs; 4) the environmental effects; 5) the recommended alternative; and 6) the project implementation and funding plan for each project. The total project costs eligible for funding through the CWSRF program were approximately $117 M.

Christopher C. Baggett, PE, ENV SP

SENIOR PROJECT MANAGER

Project Assignment: Lead Project Engineer – Septic-to-Sewer Conversions

Education
B.S., Civil Engineering, University of Florida

Professional Registration
Florida

Experience
25 Years

Joined Firm
2018

Professional Training
Envision Sustainability Professional

Professional Affiliations
American Water Work Association, Florida Section (AWWA)

Publications
Baggett, C.C., Hua, G., Powell, R., Reed, T., and Hall, J., "Effective of Periodic Breakpoint Chlorination on Distribution System Nitrification Control for Pinellas County Utilities", FWRC Conference, 2012

Baggett, C.C., Hua, G., Gordu, F., Friedrich, T., Stasis, P., Powell, R., and Reed, T., "Controlling Nitrification in a Distribution System Receiving Blended Multiple Source Waters – The Experience of Pinellas County Utilities", FWRC Conference, 2011

Role Description & Experience Summary

Chris will serve as the Lead Project Engineer for projects related to septic-to-sewer conversions under this contract. He will assist the Project Manager by leading the execution of designs, including technical calculations and the development of plans and specifications. Chris has over 24 years of experience planning, designing, analyzing, and modeling water, wastewater, and reclaimed water systems. His design experience includes piping systems with diameters up to 96-inch, water and wastewater treatment facilities, and pumping stations with capacities over 140 MGD.

Relevant Project Experience

Septic to Sewer Master Plan, Citrus County, FL
Project Manager for a project that includes developing a County-wide plan to reduce nitrogen loading to the groundwater through the elimination or upgrading of septic systems. Project includes development of a communications plan to educate the public; updating the existing septic system survey; development of a nitrogen loading analysis; identification of a septic systems that can be upgraded or eliminated; development of a County-wide wastewater system hydraulic model for use in assessing needed infrastructure; assessment of existing wastewater infrastructure to identify needed upgrades to accommodate new flows; development of a Capital Improvements Plan; development of a project financing plan; and presentations to the Board of County Commissioners.

Septic-to-Sewer Master Plan, Winter Haven, FL
Technical Advisor and QA/QC Officer for a septic-to-sewer master plan that will provide sewer service to the approximately 8,500 parcels either on septic systems or not currently served by sewer. The plan includes estimation of the nitrogen reduction, recommendations for types of systems to be used, assessments of impacts to the collection and treatment systems, project cost estimations, and funding options. The plan will be used to guide the implementation of individual projects.

Sewer Master Plan, Charlotte County, FL*
Project Manager responsible for developing a comprehensive sewer master plan. The plan included a septic-to-sewer master plan with a sequencing plan for maximizing environmental benefits while reducing long-term costs; evaluating four water reclamation treatment facilities with a combined permitted capacity of 9.7 MGD; updating the dynamic wastewater system hydraulic models which contains approximately 300 lift stations; developing treatment, pumping, and piping improvements to resolve treatment, physical, and capacity-related issues and provide for system growth; developing project costs and project financing options; and developing capital improvement project summary sheets.

Kelly Wehner, PE, ENV SP

LEAD PROJECT ENGINEER / PROJECT MANAGER

Project Assignment: Lead Project Engineer – Transmission, Distribution, & Collection Pipelines

Education
M.S., Environmental Engineering & Science, Clemson University

B.S., Chemical Engineering, Clemson University

Professional Registration
Florida

Experience
22 Years

Joined Firm
2020

Professional Affiliations
Florida Water Environment Association (FWEA)

PACP/MACP/LACP Certified

Envision Sustainability Professional (ENV SP)

North American Society for Trenchless Technology (NASTT)

Florida Engineering Society (FES)

Institute for Sustainable Infrastructure (ISI)

Role Description & Experience Summary

Kelly will serve as the Lead Project Engineer for projects related to transmission, distribution, and collection systems under this contract. She will assist the Project Manager by leading the execution of designs, including technical calculations and the development of plans and specifications. Kelly has 22 years of experience assisting clients in the planning, design, permitting, and construction management of water, wastewater, and reclaimed water projects, including pumping stations, gravity and pressure pipelines, sewer rehabilitation, and treatment plant improvements. Her areas of specialization include basis of design reports, hydraulic modeling (WaterCAD, SewerCAD, InfoWorks), permitting, equipment selection, cost analysis, preparation of construction plans and specifications, coordination of work with clients, contractor, and other utilities. Kelly is a certified Envision Sustainability Professional and is familiar with the Envision rating system for providing sustainable infrastructure design.

Relevant Project Experience

Lift Station 253 Upgrade, Polk County, FL
Lead Project Engineer for design, bidding, and construction administration services to upgrade the existing duplex station to a triplex station. Other improvements include above grade discharge piping and flow meter, replacement of the existing top slab and emergency generator, in addition to various site improvements.

Design-Build of 19th Avenue Water/Wastewater/Reclaimed Water Pipelines, Hillsborough County, FL*
Engineer of Record providing design, permitting, and post-design services to support construction of over 14,000 linear feet of 24-inch potable water main, over 16,000 linear feet of 30- and 12-inch reclaimed water main, and approximately 18,000 linear feet of 24- and 36-inch wastewater force main from just west of I-75 to just west of US Hwy 41 along 19th Avenue in Ruskin, FL. The project involved extensive permitting through CSX, FDEP, FDOT, EPC, and the U.S. ACE. Installation methods include open cut, directional drill and jack and bore.

LS 2 Force Main Extension and Lift Station Improvements, Gulfport, FL*
Engineer of Record responsible for design and permitting of approximately 4,400 linear feet of 12-inch force main installed by open cut and directional drill to manifold LS 2 with LS 1. The manifold will alleviate the LS 1 upstream gravity sewer and remove repumping of flows. LS improvements include replacement of pumps, VFDs, controls, SCADA improvements, emergency generator and structural modifications. The project involves State Revolving Funds (SRF) and subsequent coordination with FDEP.

Parramore Road Improvements Water Main, JEA, Jacksonville, FL*
Assisted with design and permitting of approximately 1,600 LF of new 16-inch water main as part of a roadway improvement project. The new main included new water services, fire hydrants and appurtenances. The pipeline connected at the northern end of the project limits at Parramore Road and ran south to Youngerman Circle.

Reclaimed Water Main – Caloosahatchee River Crossing, Cape Coral, FL*
Project Manager assisting with design and permitting of a 14,600 linear feet of 24-inch reclaimed water transmission main across the Caloosahatchee River to transfer reclaimed water from Ft. Myers to Cape Coral. The reclaimed water transmission main will reduce nutrient discharges to the River while providing more reclaimed water to Cape Coral. The additional irrigation source will also reduce withdrawals from and help maintain freshwater canal levels.

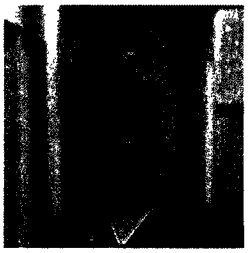
Pump Station Group 2 Rehabilitations, Pinellas County, FL*
Engineer of Record responsible for preliminary design reports, permitting, final design, bidding assistance, and limited construction services for five pump stations requiring rehabilitation or replacement. PS 82 involved conversion of a dry-pit/wet-pit station into a submersible station, while PS 2 and PS 88 include replacement in kind with new submersible stations. PS's 1 and 3 involved rehabilitation in place.

SR 674 Force Main, Hillsborough County, FL*
Project Engineer responsible for assisting with preliminary engineering report, utility coordination, design, Contract Documents, and permitting of approximately 11,000 linear feet of 30-inch force main. Project includes major roadway crossings (Interstate 75 and State Road 674) by microtunnel with 48-inch steel casing.

On Top of the World Wastewater Transmission Master Plan, Ocala, FL*
Project Engineer responsible for hydraulic model of the wastewater transmission system with SewerGEMS. Assisted with preparing the 20-year comprehensive master planning "blueprint" for modifying and expanding the existing wastewater system to serve existing and future OTOW residential communities and commercial areas throughout the 13,150-acre development. Project included population and flow projects, hydraulic model, pump station drawdowns, master pump station evaluation, force main routing, and preparation of engineer's opinion of probable construction costs.

Howell Dr 16-inch Force Main Replacement, JEA, Jacksonville, FL*
Engineer of Record for replacement of 1,500 LF of 16-inch force main including installation of PVC pipe by open cut and flanged stainless-steel pipe mounted to the new bridge. Design challenges included detailed construction phasing, pipe material transitions, pipe hanger design and consideration of expansion and contraction forces, and maintenance of wastewater flows. Construction sequencing of the pipeline required close coordination with the roadway, bridge, and lighting design.

*Experience from previous employer



Greg D. Taylor, PE

SR. PROJECT MANAGER

Project Assignment: Lead Project Engineer – Water Treatment Systems

Education
B.S., Chemical Engineering, Clemson University

Professional Registration
Florida
Virginia

Experience
18 Years

Joined Firm
2017

Professional Affiliations
Secretary, Board of Governors (2018-Current), Florida Section, American Water Works Association

Trustee, Board of Governors (2016-2018), Florida Section, American Water Works Association

Vice Chair, Region 3 (2015 to 2016), Florida Section, American Water Works Association

Chair, Region 3 (2013-2014), Florida Section, American Water Works Association

Vice Chair, Region 3 (2012 to 2013), Florida Section, American Water Works Association

Public Affairs Council Chair (2011 to 2013), Florida Section, American Water Works Association

Treasurer, Region 3 (2004 to 2008), Florida Section, American Water Works Association

Role Description & Experience Summary

Greg will serve as the Lead Project Engineer for projects involving water treatment systems under this contract. He will assist the Project Manager by leading the execution of designs, including technical calculations and the development of plans and specifications. Greg has 18 years of design engineering and project management experience, with the first five serving public utilities. He is a water treatment and pump station design expert. His primary experience has been in project management and engineering of utility capital improvements projects, including water treatment plants, pump stations, wastewater collection and transmission systems, pipelines, and solids handling systems. The project management and engineering includes design, permitting, construction services, planning and cost estimating, coordination, and scheduling. He is recognized as an ozone treatment expert for water treatment.

Relevant Project Experience

Ardice Water Treatment Plant Improvements, Eustis, FL

Engineer-of-Record for the expansion and rehabilitation of the Ardice WTP. The project includes the conceptual design, preliminary design, final design, permitting, bidding services, and construction administration for the upgrades to the 6.28 MGD WTP. The upgrades include: demolition of a 500,000-gallon elevated steel water storage tank, construction of a new 500,000-gallon ground storage tank, a new 2,700-gpm high service pump, 15,000-gallon hydropneumatic tank, air compressor, yard piping, chemical injection system for chlorine and fluoride, electrical upgrades, and instrumentation and control systems.

Cypresswood WTP Improvements, Winter Haven, FL

Project Manager and engineer-of-record for the improvements at the Cypresswood WTP. The work includes the conceptual and preliminary designs, final design, permitting, bidding services, and construction services to upgrade the 324,000-gpd WTP. The project includes the demolition of the existing 324,000-gpd WTP and construction of a new facility. The new facility includes: a new groundwater well, 0.2-MG ground storage tank with tray aerator, 500-gpm high service pumps, yard piping, civil/site improvements, a new Control Building, new electrical systems, instrumentation and controls system, site security, and access driveway. The conceptual design included groundwater sampling of an existing agricultural well near the site, conceptual layout, and cost estimating. The design is expected to be completed in Winter 2020 with construction in 2021.

Member, International Ozone Association (IOA)

Publications / Presentations

Protasowicki, R. G., Taylor, G. D., "Creative Solutions to Managing Emerging Contaminants in Groundwater". Florida Water Resource Conference, Tampa, FL, 2019

Taylor, G. D., "Disinfection By-Product Formation Potential and Chlorine Decay Tracer Study; Field vs. Lab and Predicting with Hydraulic Models". New England Water Works Association, Worcester, MA, 2019

Taylor, G. D., Davee, R. N., Gierok, K. N., Davis, D. A., "Lessons Learned from Surface Water Treatment Facilities and How They Apply to Alternative Water Supplies in Florida". Florida Section American Water Works Association, Orlando, FL, 2018

Taylor, G. D., Chavez, M. F., Gierok, K. N., Hoxworth, S. W., Robert, C. M., McCarthy, J. A. "Ozone and Granular Activated Carbon for Sulfide Treatment and Disinfection By-product Removal in Polk County, FL". Florida Section American Water Works Association, Orlando, FL, 2016

Taylor, G. D., May, Andrew, Vu, Hai, Neumann, Kim, Schulz, C.S., O'Neal, J. "Hydrogen Sulfide Treatment and disinfection By-product Investigations Using Ozone in Jacksonville, FL". Florida Water Resources Conference, Orlando, FL, 2015

Mourning Dove WTP Solids Handling Upgrades, Titusville, FL

Project Manager and engineer-of-record for the expansion and rehabilitation of the Mourning Dove WTP solids handling systems. The project includes the conceptual and preliminary designs, final design, permitting, bidding services, and construction services to upgrade the 16-MGD WTP. In addition, we are providing SRF Loan assistance to obtain funding and provide compliance services for reimbursement. The WTP uses a lime softening system, supplied from groundwater. The lime that is settled in the lime contactors is removed and sent to a sludge thickener for processing. The project includes the design and construction of a second sludge thickener for operational reliability, a new dewatering system for the solids, modifications to the filter backwash system, upgrades to the existing sludge drying beds, a new backwash pumping station, yard piping, electrical, instrumentation, and structural.

Southeast Lower Floridan Aquifer Water Treatment Plant, Polk Regional Water Cooperative (PRWC), Polk County, FL

Project Engineer for the process design for a new, brackish-water supply reverse osmosis water treatment facility. This project includes the Conceptual design, Preliminary design, and permitting for the 30-MGD (buildout) AADF advanced water treatment facility. The WTP project includes the installation and testing of LFA supply wells, desktop pilot treatment system evaluation, (6) 5-MGD reverse osmosis treatment skids including preliminary treatment and filters, degasifiers, a clearwell, (7) 5-MGD, 150-HP transfer pumps, (2) 4-MG ground storage tanks; sodium hypochlorite, caustic, and corrosion inhibitor chemical storage and feed systems; a high service pumping station with (7) 5-MGD, 300-HP pumps, yard piping, electrical, instrumentation and controls, structural, architectural, HVAC, and plumbing. The conceptual design was completed in July 2019, with the preliminary design and permit applications scheduled to be completed in Summer 2020.

West Polk Lower Floridan Aquifer Water Treatment Plant, Polk Regional Water Cooperative (PRWC), Polk County, FL

Project Engineer for the process design for a new, brackish-water supply reverse osmosis water treatment facility. This project includes the Conceptual design, Preliminary design, and permitting for the 15-MGD (buildout) AADF advanced water treatment facility. The WTP project includes the installation and testing of LFA supply wells, desktop pilot treatment system evaluation, (3) 5-MGD reverse osmosis treatment skids including preliminary treatment and filters, degasifiers, a clearwell, (4) 5-MGD, 150-HP transfer pumps, (2) 2-MG ground storage tanks; sodium hypochlorite, caustic, and corrosion inhibitor chemical storage and feed systems; a 15-MGD high service pumping station with (4) 5-MGD, 200-HP pumps, yard piping, electrical, instrumentation and controls, structural, architectural, HVAC, and plumbing. The conceptual design was completed in March 2020, with the preliminary design and permit applications scheduled to be completed in Winter 2020.

Dong-Uk Lee, PhD, PE, BCEE

SR. WASTEWATER PROCESS ENGINEER/PROJECT MANAGER

Project Assignment: Lead Project Engineer – Wastewater Treatment Systems

Education
Ph.D., Environmental Engineering, University of Florida

M.E., Environmental Engineering, Inha University South Korea

B.E., Environmental Engineering, Inha University South Korea

Professional Registration
Florida
South Carolina

Experience
22 Years

Joined Firm
2020

Professional Affiliations
Water Environment Federation (WEF)

Water Environment Association, South Carolina (WEASC)

Publications
Lee D.U., Woo S.H., Svoronos S.A., and Koopman, B., "Influence of Alternating Oxic/Anoxic Conditions on Growth of Denitrifying Bacteria", Water Research, 2010

Lee D.U., Woo S.H., Svoronos S.A., and Koopman, B., "Determination of diauxic lag in continuous culture", Biotechnology and Bioengineering", 2008

Role Description & Experience Summary

Don will serve as the Lead Project Engineer for projects relating to wastewater treatment systems under this contract. He will assist the Project Manager by leading the execution of designs, including technical calculations and the development of plans and specifications. Don has over 22 years of experience in academic research and consulting in wastewater process engineering. He has extensive experience in design and process optimization of the Eimco Carrousel® oxidation ditch system and treatment plant hydraulic profile analysis. He also has a wide range of experience in wastewater treatment plant planning, permitting, construction design, industrial wastewater treatment, effluent and reclaimed water disposal systems, and biosolids management. He has several international publications from his wide range of research experience in wastewater microbial kinetics, BNR numerical modeling and optimization, and innovative BNR processes.

Relevant Project Experience

Conserv 1 RAS Pump Replacement, City of Orlando, FL
QC Reviewer for the replacement of three 3,500 gpm Return Activated Sludge Pumps at that Water Conserv I Water Reclamation Facility. Project was completed under a continuing engineering services contract with the City's Water Reclamation Division. Project included new VFDs, electrical disconnects and local controls, piping, and check valves. Services included final design, bidding and construction administration phase services.

Meadowcrest WWTP Nutrient Reduction Upgrades, Citrus County, FL
Lead Project Engineer for a project that includes upgrades to the existing step feed process to reduce nitrogen effluent concentrations due to TMDL/BMAP requirements associated with local Outstanding Florida Spring. Project includes BioWin process modeling of the WWTP and design of the recommended improvements.

WWRF Phase 2 Upgrade, City of Williston, FL
Lead Project Engineer for the design, bidding and construction administration of a $1.85M Phase 2 Upgrade to the 0.45 MGD Williston Wastewater Treatment Facility. Project included domestic wastewater permitting through the FDEP; a new tertiary denitrification sand filter with Micro-C chemical addition to achieve an annual average total nitrogen concentration of 6.0 mg/L due to requirements set forth in a Basin Management Action Plan (BMAP) for the Rainbow Springshed. Project also included new effluent sprayfield pumps, piping and controls; and new electrical, instrumentation and control systems. Project was funded through a $2.3M FDEP Springs Legislation grant.

Headworks and Secondary Clarifier Upgrade, Polk County, FL
QC Reviewer for the design of two new 100-foot diameter secondary clarifiers to increase the plant clarification capacity from 6.0 MGD to 9.0 MGD. Project included two flow splitting structures and hydraulic improvements; yard piping; stormwater pond relocation; two secondary clarifiers with plow and rake mechanisms; a new RAS/WAS pump station; two scum pumps; new Electrical Building; and instrumentation and control systems. Project also included the replacement of two headworks screenings conveyors with two new screenings wash presses.

Aerobic Digester and Dewatering Evaluation, City of Winter Haven, FL*
Lead Project Engineer for feasibility and alternative evaluation for biosolids storage and dewatering upgrades for WWTP #2. Evaluated the digestion capacity for Class B land application and mixing capacity requirement for the aerobic digester with excessive scum accumulation. Estimated the existing and buildout biosolids production and evaluated alternatives for dewatering and disposal.

Clarifier and Filter Upgrade, Oldsmar, FL*
Designer. Project involved design of a new clarifier, evaluation of various filtration options, and evaluation of the biological treatment process. Dr. Lee conducted process optimization of the 5-stage Bardenpho process for capacity assessment and increase. Process alternatives were developed and evaluated using BioWin® modeling and process optimization to minimize effluent nutrient discharge. Dr. Lee was responsible for BioWin® modeling development, calibration, process optimization, alternative development, and recommendations.

Airport Subregional WWTP Design for Hernando County, Brooksville, FL*
Project Engineer. Project. included permitting, planning, design, and bidding services for the Airport Subregional WWTP expansion, including design services for a 6-MGD AADF Eimco Carrousel® denitIR® system. Dr. Lee served as the Lead Engineer and was responsible for an MLE (expansible to 4-stage) oxidation ditch treatment system using BioWin® modeling and related process mechanical design. He directed the design to two 110-ft diameter secondary clarifiers, pre-stressed tank design, oversaw plant hydraulic profile design and optimization, and supervised other unit process designs. He supported the project management with coordination with other disciplines including civil, structural, electrical, I&C, and drafting.

Infrastructure Improvements, City of Burlington, VT
Lead Project Engineer for BioWin modeling and process optimization for improvement alternative evaluations for the City's three WWTPs.

Facility Plan Update, City of Durham, NH
Lead Project Engineer for BioWin modeling and process optimization for capacity assessment and expansion planning for the City's WWTPs.

Danbury WPCP BNR Upgrade, City of Danbury, CT
Lead Project Engineer/Senior WW Process Engineer for aeration system upgrade for BNR system. Project included evaluation of various advanced blower technologies.
*Experience from previous employer

Lee D.U., Woo S.H., Svoronos S.A., Park S.J., and Koopman B., "Apparatus and method for achieving reproducible measurements of diauxic lag length and anoxic net maximum specific growth rate", Environmental Technology 2008

Casasus, A.I., Lee D.U., Hamilton R.K., Svoronos, S.A., and Koopman, B. "Effect of carbon substrate on electron acceptor diauxic lag and anoxic maximum specific growth rate in species with and without periplasmic enzyme", Journal of Environmental Science and Health 2007

Park S.J., Yoon J.C., Shin K.S., Kim E.H., Yim S., Cho Y.J., Sung G.M., Lee D.G., Kim S.B., Lee D.U., Woo S.H., and Koopman B., "Dominance of endospore forming bacteria on a rotating activated bacillus contactor biofilm for advanced wastewater treatment" The Journal of Microbiology, 2007

Lee D.U., Casasus-Zambrana A., Hamilton R., Svoronos, S.A., Lee, S.I., and Koopman, B., "Significance of denitrifying enzyme dynamics in biological nitrogen removal processes: a simulation study" Water Science and Technology 2004

Lee D.U., Lee I.S., Choi Y.D., and Bae J.H., "Effects of external carbon source and empty bed contact time on simultaneous heterotrophic and sulfur-utilizing autotrophic denitrification", Journal Process Biochemistry, 2001

Anthony J. D'Amelio

SENIOR ELECTRICAL ENGINEER

Project Assignment: Solar/Energy Efficiency Designer

Education
B.S., Electrical Engineering, University of Massachusetts

A.S., Electrical Engineering Technology, Wentworth Institute

Professional Registration
Massachusetts, EIT

Experience
40 Years

Joined Firm
2001

Professional Affiliations
Institute of Electrical & Electronic Engineers (IEEE)
Instrument Society of America (ISA)

Role Description & Experience Summary

Tony will serve as the Solar Energy and Energy Efficiency Designer for this contract. He has 40 years' experience in electrical engineering design and construction services for a variety of municipal and industrial projects, including water treatment facilities, water pollution control facilities, water and sewage pumping stations, and private and public buildings. These responsibilities include high, medium, and low voltage power distribution systems; solar power; emergency stand-by power generation systems; power distribution and variable frequency drive equipment; and lighting, security, life safety and control systems for new and retrofit projects. Additional experience and responsibilities include providing energy audits for existing systems to determine energy usage, system efficiency, and electrical operations of existing facilities, including pumps and motors.

Relevant Project Experience

Membrane WTP Solar System, Maine Water Company, Rockport, ME
Lead Electrical Designer. The Mirror Lake Water Treatment Facility is a membrane type treatment plant that uses a large volume of pre-heated treated water to provide filtration and optimization of clean drinking water. The Owner chose to install a 110 KW roof-mounted panel array system to pre-heat the water necessary for the treatment process. The choice to install an alternative energy source proved to be cost effective to the operation and heating of the process water.

Pump Stations 1 and 2 Solar Systems, Limestone, ME
Lead Electrical Designer. The flow to the City's wastewater facility was collected and pumped via two large remotely located pump stations. A 50 KW roof mounted panel array system was designed and installed at each of the pumping stations. The solar contribution as compared to the total energy being used by the respective pump station was a significant percentage for the entire year.

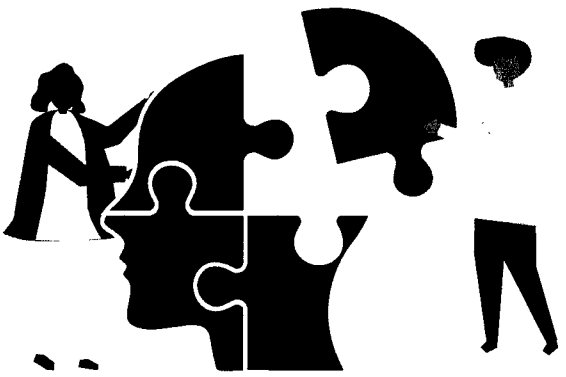
Water Department Office Building Solar System, Yarmouth, ME
Lead Electrical Designer. Designed a new LEED-certified municipal office building. As part of the criteria, the design needed to include a percentage of alternative energy design. A 20 KW system was installed with a larger inverter for future expansion.

Town Hall and Memorial Hall Solar Systems, Bethlehem, CT
Lead Electrical Designer. A 70 KW roof-mounted panel array system was designed and installed for the Town Hall building, and a 75 KW system was installed for Memorial Hall. In addition, each building had a stand-by generator which was strategically reconnected so as not to have feedback solar array while in operation.

Introducing Our Subconsultants

Wright-Pierce is capable of providing most of the required services through our in-house personnel. However, we have included the below subconsultants to supplement our abilities while also supporting woman- and minority-owned businesses. We are confident their expertise will allow our team to better serve the City. The below introductions describe our teaming partners and includes the following information:

- Services to be provided
- Value-added experience
- M/WBE certification
- Experience collaborating with Wright-Pierce



Wright-Pierce develops strong working relationships with well vetted subconsultants who have demonstrated their ability to provide quality service.

L&S Diversified, LLC

L & S Diversified

Established in 2010, L&S provides professional surveying and mapping services to clients in Florida, the Bahamas, Caribbean Islands, and Central America. L&S is FDOT pre-qualified for Work Groups 8.1, 8.2, and 8.4, and all field personnel retain intermediate Temporary Traffic Control (TTC), fall protection awareness, and confined space entry certifications, in addition to traditional surveying and mapping services.

L&S Diversified and Wright-Pierce have collaborated on other similar contracts, including Polk County's Lift Station 253 and Orlando's Lift Stations 2, 45, and 85 Improvements projects.

Team Value

- Surveying
- Subsurface Utility Engineering (SUE)
- Certified woman-owned business entity

Nadic Engineering Services, Inc.

Since 2001, Nadic has offered comprehensive geotechnical engineering and construction materials testing with a staff of devoted engineers. They offer a range of services, including foundation analysis, effluent disposal, laboratory services, and hydrogeological assessments. They have performed projects for public clients throughout the Central Florida region, including FDOT District 5.

Nadic and Wright-Pierce have collaborated on other similar contracts, including Orlando's Lift Stations 2, 45, and 85 Improvements projects.

Team Value

- Geotechnical engineering
- Materials testing
- Certified minority-owned business entity

Hear our clients' perspective

The following are references of clients for whom we have provided similar services to your proposed project. We have completed projects for these clients within the last two years. These contacts are familiar with Wright-Pierce, know our work ethic, and can speak to the services we provide. Please contact them and ask specifically about our:

- Responsiveness
- Sensitivity to local goals and objectives
- Adherence to scope, schedule, and budgets
- Attention to detail
- Ability to work with committees and stakeholders
- Effectiveness in dealing with regulatory agencies
- Technical knowledge

The references below will be able to share candid opinions regarding the quality of service that has been provided by Wright-Pierce.

References

Contact	Client	Projects
Chuck Shultz, PE Assistant Division Manager 407.246.2658 charles.shultz@cityoforlando.net	**City of Orlando** Public Works Department 5100 L.B. McLeod Road Orlando, FL 32811	• Lift Stations 45, 85, and 2 • Conserv I RAS Pump Replacements • Conserv II Hydraulic Modeling • 5-Year Facilities Plan

> **All aspects of Wright-Pierce's performance have been of such high quality that Wright-Pierce has successfully secured the design for two other large City lift stations and a contract for Continuing Engineering Services. They're great.**

CJ Zimoski Public Works and Utilities Director 352.58.3060 cj.zimoski@willistonfl.org	**City of Williston** Public Works Department 50 North Main Street Williston, FL 32696	• WWTF Comprehensive Upgrade • New City Hall Building • Air Curtain Incinerator Permit • Septic-to-Sewer Investigation

> **The Wright-Pierce team has done a great job communicating and coordinating with City staff. They make themselves available whenever we have needs and are always prompt in responding to us. Additionally, they have kept their projects on schedule and within budget throughout the duration of their contracts.**

Ashleigh Smith, PE Utility Engineering Manager 321.567.3859 ashleigh.smith@titusville.com	**City of Titusville** Utility Engineering 2910 Garden Street Titusville, FL 32796	• Marina and Causeway Lift Stations • Cybersecurity Assessment • Mourning Dove WTP • SR 405 Utilities Relocation

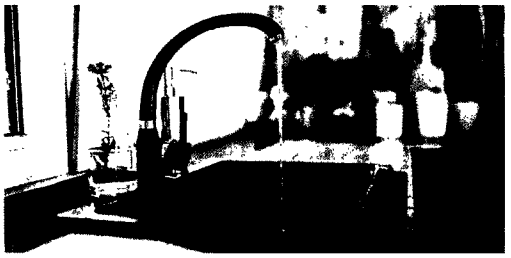
> **The Wright-Pierce team is always pursuing tailored solutions in the best interest of the City. They are responsive and willing to adapt to our requests and concerns. For each project, they have proven willing to evaluate all options, and their deliverables are well polished and seldom require additional reviews.**

Project Scope & Technical Abilities

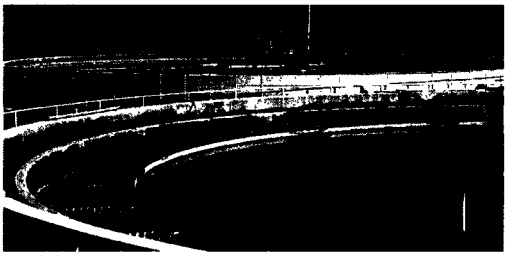
This section of our SOQ addresses the technical scope of services set forth in Section B of the RFQ. We provide an overview of our team's approach to planning, designing, and implementing projects related to these categories of service (shown below). Additionally, this section will address the following:

- Understanding of the Scope of Work
- Technical Ability & Proposed Approach
- Communication & Management
- Quality Assurance & Quality Control

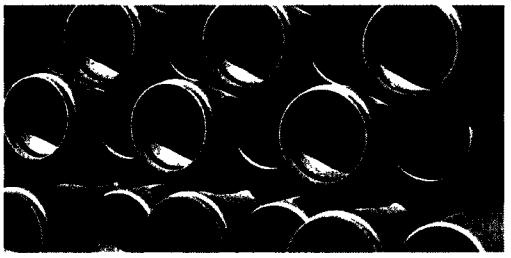
1 Water Supply & Treatment



2 Wastewater Treatment



3 Pipelines



4 Infiltration & Inflow Reduction

5 Septic to Sewer

6 Lift Stations

1

Project Approach: Water Supply & Treatment

Water conservation, consumptive use permitting, and water treatment plant upgrades are all key issues for the City. With the imminent implementation of new CFWI rules, the City must understand where it stands with its permitted water allocation. The City's CUP requires planning for new Alternative Water Supplies (AWS) beyond 2026 demands and a maximum **gross** per capita day usage to 115 GPCD, underscoring the importance of conservation and maximizing reclaimed water use. Development of a detailed water conservation plan would minimize negative impacts from the CFWI rules.

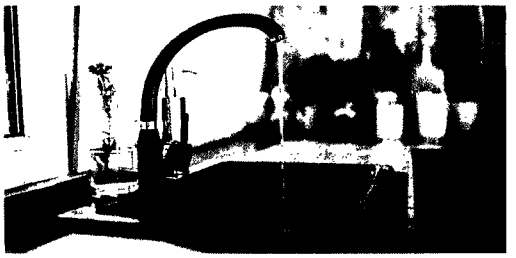
Technical Ability & Approach

Wright-Pierce specializes in assisting municipalities with compliance of the complex and evolving requirements of local Consumptive Use rules, including those of the CFWI and the federal Safe Drinking Water Act for water treatment. Our experience includes all facets of project development, including permitting, planning, feasibility studies, pilot testing, design, construction support, start-up, troubleshooting, and regulatory interfacing. Wright-Pierce has worked with source waters of varying quality, both in groundwater (Upper and Lower Floridan Aquifer) and surface water. Some of the key issues that we consider include the following:

- **Regulatory Knowledge and Outreach.** Consumptive Use rules and their interpretation by regulators are ever evolving. We maintain excellent relationships with regulators and perform regular outreach to ensure we keep our clients fully informed of changes and impacts. Applying this knowledge, we offer recommendations and guide our clients toward the best options to secure their water supplies for many years into the future.

- **Advance Tools for Water Conservation Planning.** GIS is a great tool for water conservation plan development. We utilize it to identify important customer conservation characteristics, evaluate spatial use patterns, and decide where to target specific water conservation measures. GIS is a powerful tool, especially when combined with data from the City's Advanced Meter Reading system, Sensus. GIS allows us to visually display usage and more easily identify areas of high conservation potential. Combined with hydraulic models, these three tools allow the utility to better manage water use and an informed, effective rate strategy.

- **Managing Alternative Water Supplies.** AWS are becoming a more common requirement in Florida. Whether the source is surface water, Lower Floridan Aquifer (LFA) groundwater, potable reuse, or an offset, water system planners must consider their entire toolbox when planning for future water supplies. Understanding the ramifications of these different source waters on treatment processes and distribution systems is equally important. Our team uses advanced planning and modeling tools to assist our clients with making the best, most cost-effective decisions when planning for AWS.



Success Story: PRWC Water Conservation Plan—Working as a subconsultant, Wright-Pierce's Katie Gierok assisted with the development of a water conservation plan for the Polk Regional Water Cooperative. Our portion of the work involved development of water system profiles based on raw usage data between 2008 and 2018. The data indicated monthly water usage for a variety of categories, including indoor and outdoor usage.

This effort facilitated the development of an implementation strategy that estimated a potential cost savings of $93M through 2040. Wright-Pierce worked with the PRWC Conservation Team to assist with the program's integration into the implementation of future water supply projects.

2 Project Approach: Wastewater Treatment

Following the adoption of the Wekiwa and Rock Springs BMAP, the nitrogen effluent limit for the City's WWTF will be reduced from 10 mg/l to 3 mg/l because of its location within the BMAP's PFA. Plant upgrades required to meet the reduced nitrogen limit may be as simple as adding additional brush aerators (rotors) to the Bio-Denitro® oxidation ditches, or they may be more involved.

Technical Ability & Approach

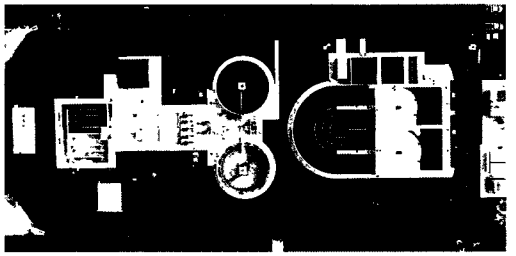
Throughout Wright-Pierce's history, wastewater engineering services have been a mainstay. We are proud of our record in innovation and have won numerous Engineering Excellence awards from the American Council of Engineering Companies (ACEC). In a survey of national design firms, **Wright-Pierce is ranked by ENR as No. 16 for Wastewater Treatment Plants.** Over the past 10 years, Wright-Pierce has performed comprehensive or partial upgrades to over 300 WWTFs, ranging from less than 10,000 GPD to 340 MGD. Key design issues affecting WWTFs include the following:

- **Getting the Hydraulics Right.** Some of the major issues we have come across at WRFs stem from incorrect hydraulic and flow splitting designs. Our experts use historical experience, hydraulics expertise, proven hydraulic models, and detailed QC reviews to ensure hydraulic deficiencies do not affect our designs. When evaluating WRF hydraulics, it is important to consider both flow and load splitting issues. We often use Computation Fluid Dynamics modeling to ensure flow and load splitting is correct. In addition, we verify the weir and water levels and channel dimensions throughout the treatment plant under different flow conditions to validate and calibrate our hydraulic models.

- **Wastewater Process Modeling.** Getting the most out of your WRF is important. Process issues can result in unanticipated operational expenses, additional maintenance, and permit violations. Minimizing these types of costs can be successfully accomplished using wastewater process modeling. Our staff are experts in the evaluation of wastewater and nutrient removal processes using the BioWin model.

- **Operator Involvement.** With any WRF improvement, we strongly encourage plant operators to participate in workshops during design. These workshops are critical for our team to clearly understand past operational issues and the design goals for the new equipment systems.

- **3D Design Tools.** Our experts routinely develop WRF designs using 3D tools that enable renderings of finished products in the field, which in turn increases design efficiency and quality. These tools are also beneficial in evaluating and eliminating conflicts before projects go out to bid.



Success Story: Citrus County's Meadowcrest WRF Process Improvements—Wright-Pierce was hired by the County to evaluate options for intermediate improvements to the 2.0 MGD step-feed WRF. The improvements to the BNR process are intended to assist the County with achieving lower nitrogen effluent limits required by the King's Bay/Crystal River BMAP.

Dr. Don Lee, our proposed Lead Project Engineer for Wastewater Treatment, performed BioWin® modeling to optimize the process improvements. The final outcome included minimal upgrades that would allow the County to achieve the revised limits. Upgrades included improvements to the carbon feed equipment and modifications to dosing amounts; new weir gates; and additional DO probes to better manage the process.

3

Project Approach: Pipelines

The City operates over 160 miles of water mains and over 90 miles of wastewater gravity and force mains, in addition to its growing reclaimed water system. As the City experiences growth, new pipelines are needed to serve new development, and rehabilitation of old or undersized pipelines are required to facilitate redevelopment (as part of the Downtown Redevelopment Plan, for example).

Technical Ability & Approach

Wright-Pierce has extensive experience with transmission main design and construction, including those involving new installations and extensions of existing systems. Our staff of professionals have designed and constructed countless miles of ductile iron (DI), high density polyethylene (HDPE), and polyvinyl chloride (PVC) transmission mains that range in size from 2 to 96-inches in diameter. Some of the key issues that we consider include the following:

- **Subsurface Utility Engineering (SUE).** We concur with the findings of studies that report every $1 spent on SUE during the design phase can save between $4 and $13 during construction. The use of SUE is of even greater importance in tighter corridors than wide-open rights-of-way due to the likelihood of conflicting utilities.

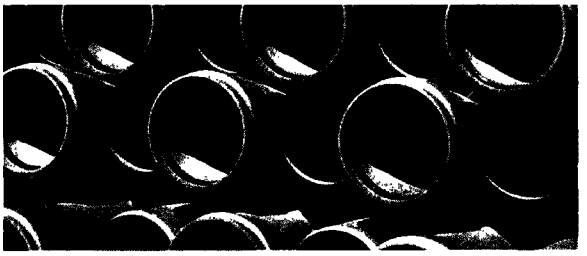
- **3D Design Tools.** Similarly, the use of 3D design tools also eliminates conflicts during construction, especially when employed in conjunction with SUE services. Wright-Pierce uses both techniques routinely.

- **GIS.** The use of GIS during the design of pipelines is very important. We often use readily available GIS databases to perform initial screenings for route options. Importing layers for parcels, wetlands, and other utilities (to name a few) allows us to perform powerful analysis prior to performing survey services.

- **Pipeline Installation Methods.** Based on construction ease, the traditional open-cut method of pipeline installation may be the most appropriate for a given project. Wright-Pierce has designed and overseen construction of thousands of miles of pipe using this method. However, we understand the practical limits of this method based on pipe depth, the number of conflicting utilities, soil types, environmental considerations, and permitting requirements, among others.

- **Trenchless Technologies.** We also understand the benefits and limits of a variety of other construction methods. Some of the innovative methods being used either to save project cost or to minimize disturbance during construction include horizontal directional drilling; boring and jacking; pipe bursting; and in-place lining. Various lining techniques are especially critical in the rehabilitation of gravity sewer interceptors and manholes.

Spotlight: Project Engineer for Pipelines Kelly Wehner boasts two decades of pipeline assessment, design, and construction experience. Kelly is an expert when it comes to linear infrastructure, having designed many miles of water, wastewater, and reclaimed water pipelines, most of which were performed in the Central Florida region. Her experience also includes alternative delivery for linear infrastructure projects.



Redevelopment as well as the repair and replacement (R&R) of pipelines is driving much of the needed upgrades over the next five years. New growth and development will also require expansions of the water and reclaimed water distribution systems and the wastewater collection and transmission system.

4

Project Approach: Infiltration & Inflow (I&I) Reduction

Most cities in Florida are dealing with the impacts from I&I, which can include sanitary sewer overflows, reduced capacity in the collection system, excessive pump runtimes, and reduced capacity of the WWTF. The City has implemented several ongoing programs to reduce the amount of I&I entering the wastewater collection system, including annual programs to address gravity main repair/lining and sanitary sewer manhole replacement.

Technical Ability & Approach

As a result of the importance and technical nature of horizontal infrastructure assessment, Wright-Pierce formed a Horizontal Infrastructure Assessment Group (HIAG) to assist municipalities with these needs. Our HIAG is comprised of specialized engineers and technical staff with the skills and expertise to monitor, inspect, analyze, evaluate, and recommend remediation methods tailored to the City's systems. Specific techniques employed by the HIAG include the following:

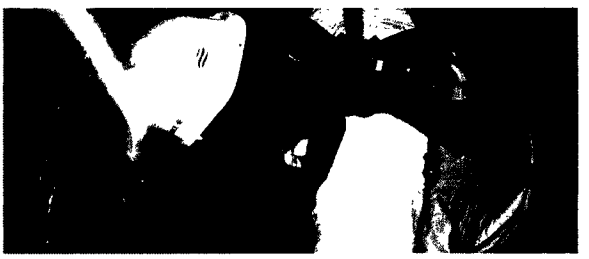
- **NASSCO Standards.** Standardized assessment criteria enable inspection data consistency and a shared language and calculations for discussing infrastructure improvements. Wright-Pierce has adopted the National Association of Sewer Service Companies (NASSCO) established standards for condition data collection. This standardization removes subjectivity to determining project prioritization. The standardized ratings also allow for easy comparison of ratings over time and can be applied to any underground pipeline, or structure regardless of service type.

- **Nondestructive Assessment Tools.** Common causes of failure are related to corrosion, structural fatigue, or poor installation methods. We use various nondestructive tools, such as automated digital manhole scanning, CCTV, FELL, hydrostatic testing, low-pressure air testing, vacuum testing, sonar, laser profiling and echolocation to assess the condition of pipelines.

- **Flow Monitoring and Night Flow Isolations. Wright-Pierce owns our own field services trucks and equipment**, allowing our technicians to perform flow monitoring and nighttime flow isolations to identify I&I sources.

- **Advanced Tools.** Wright-Pierce uses InfoAsset Planner by Innovyze on linear infrastructure condition assessment projects. This software assists with planning capital projects for water and wastewater networks. It gathers data related to pipes and other assets, assesses risks, and creates prioritized project lists. Wright-Pierce uses both general and specialized GIS tools to help develop our I&I investigation plans and to track and record the results of our work. Additionally, we use Trimble Unity and its GIS based web interface to provide a dashboard and the most up to date results of investigations to our clients.

Spotlight: Wastewater Collection Condition Assessment Technical Leader Don McCullers is a horizontal infrastructure expert with over four decades of experience. Don has been a NASSCO trainer for over a decade and performed I&I investigations for many municipalities throughout Central Florida. He understands and employs the latest tools and methods for assessing the quantity of I&I in a system, pinpointing the location of I&I, and recommending methods of repair. Don is assisting JEA with the assessment of over 3,300 manholes. The selection committee may learn more about this project by following **this hyperlink to JEA's video**.



A field services technician enters a manhole in the City of Eustis to install a flow meter. Wright-Pierce always employs best safety practices when conducting field work.

5

Project Approach: Septic-to-Sewer

Because the City falls within the Wekiwa and Rock Springs BMAP and PFA, the FDEP may prompt the City to eliminate septic systems. The BMAP is currently under administrative challenge and, at this time, no date has been set for when the administrative law judge will rule on the case. The St. John's River Water Management District's information indicates over 3,000 septic systems exist within the City. To its credit, the City has performed initial planning and configuration efforts for its Downtown septic-to-sewer initiative.

Technical Ability & Approach

Wright-Pierce's approach to implementing septic-to-sewer projects centers around a personal touch. Our team recognizes the importance of working directly with the City's staff as well as the homeowners affected by this type of project.

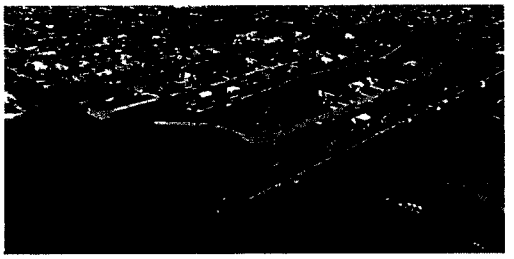
- **Initial Assessment Using GIS.** Development of a septic-to-sewer program starts with verifying the septic inventory initiated by the FDOH and updated by the FDEP. The most important part of the process, however, involves understanding the feasibility of sewering these parcels and estimating the impacts on the downstream collection system and treatment facilities. These analyses can be performed using GIS, readily available data sources, and customized software that develop the flows and load calculations.

- **Building Public Support.** Septic-to-sewer projects are almost always controversial. With numerous impacted residences and roadways, the project calls for a strong public education and outreach program that will build support and lead to its success.

- **Planning for Local Conditions.** The challenges with implementing a central sewer project are numerous. These projects typically require an extensive boots-on-the-ground approach to design because many factors are not readily apparent from looking at a survey.

- **Evaluating Collection Sytem Options.** Applicable types of collection systems include gravity sewers, low pressure sewers with grinder pumps, vacuum sewers, septic tank effluent pumping (STEP)/septic tank effluent gravity (STEG) alternatives, or a hybrid system that uses a combination of these systems. Understanding the specific components of each system and being able to develop a reasonable cost estimate for each is an important part of selecting the collection system that works best for the City.

- **Working with Funding Partners.** The City has an opportunity to apply for funding from several different sources. This includes FDEP's 319h Program, SJRWMD's Cost Share Program, FDEP's Springs Initiative, and FDEP's State Revolving Fund Program. Understanding the grant program timing and requirements is critical to securing funding and having the funding in place when the project is ready to go to construction.



Success Story: Citrus County's Septic-to-Sewer/Wastewater Master Plan—Chris Baggett and Saheb Mansour-Rezaei lead the development of a county-wide septic-to-sewer and wastewater master plan for Citrus County. Their team developed unique GIS and Excel-based tools that will allow the prompt assessment of potential project areas, project costs, nitrogen reductions, and the impacts to the County's wastewater collection and treatment systems.

These tools can be easily used to assist the City of Ocoee evaluate its thousands of septic systems to develop a plan to eliminate them.

6

Project Approach: Lift Stations

With over 60 lift stations in your wastewater collection system, another key issue for the City involves the upgrading of these key assets. Although the current five-year CIP budget does not include any lift station projects, in years past the City has implemented projects such as the removal of Lift Station #9 and rehabilitation of Lift Station #10. Constant wear and tear requires upgrading the equipment and maintaining good working condition.

Technical Ability & Approach

Pump station design is a Wright-Pierce staple. Our engineers have decades of experience working on stations ranging from 50 to over 40,000 gpm. We are currently working on many Florida pump station projects, including those for JEA, Orlando, Polk County, Orange County, Eustis, and Titusville. The following is a brief summary of some of the major design considerations for pump station design:

- **Flow Evaluation, Build-Out Analysis, & Determination of Peak Flows.** We evaluate current and future flows based on a wide variety of site-specific conditions. Actual operating conditions are incorporated into our designs to develop the most realistic operating conditions and to optimize performance for end users.

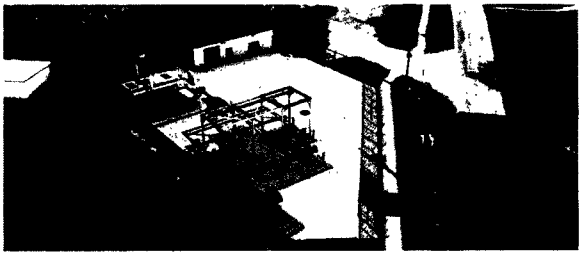
- **Hydraulic Modeling.** We develop accurate hydraulic models of complex, manifolded force mains to evaluate the impact of each pump station on the system. Typical force main modeling software includes Pipe-Flo®, WaterGEMS and InfoWater. The models allow for efficient simulation of the system capacity to accommodate growth and ensure pumps are not "dead heading" while other stations are online.

- **Locating Air / Vacuum Relief Values.** Air/vacuum relief valves are important aspects of any pump station design. Proper location of these valves can eliminate issues, such as inefficient pump operation, water hammer, and pipe collapse. Our team has the tools and design standards that will allow us to successfully locate the valves for each project.

- **3D Design Tools.** Our experts routinely develop pump station designs using 3D tools that enable renderings of finished products in the field, which in turn increases design efficiency and quality. These tools are also beneficial in evaluating and eliminating conflicts before projects goes out to bid.

- **Detailed Plans & Specifications.** Developing well-coordinated plans and specifications is a daily task at Wright-Pierce. Our change order percentage is among the lowest in the industry, which increases our clients' confidence on bid day.

Spotlight: Lead Project Engineer for Wastewater Systems & Pumping Bartt Booz is currently working on the rehabilitation of Orlando's Lift Station numbers 45 (8.9 mgd), 2 (5.5 mgd), and 85 (6.7 mgd); Orange County Utilities' new Storey Park Master Pump Station (17 mgd); and an East Grid Pump Station Upgrade Program for JEA that involves 5 stations. He has worked on wastewater lift stations as large as 68 MGD and is an expert in lift station design. He will utilize Wright-Pierce's standard design tools in implementing any lift station design under this contract and our standard tools will ensure a quality project.



Wright-Pierce worked with the City of Orlando to design the 8.9 MGD Lift Station 45. This facility was converted from a wet-pit/dry-pit station to a submersible station by using the dry-pit as the new wetwell.

Approach to Meeting Expectations

Our approach to general project management has been developed and fine-tuned using methods used on other continuing services contracts. Projects issued under this contract will be managed using this proven approach to ensure we meet your expectations. This includes our approach to communication, budget, schedule, and QA/QC.

Communication with the City

Communication with the City will be the primary responsibility of our Project Manager, Katie Gierok. During the kickoff meeting for every project, she will develop a communication plan that clearly identifies the lines of communication, and she will serve as the primary point of contact, with occasional correspondence delegated to other team members with prior approval from the City. In a situation where data collection is required for a project, for instance, she may ask one of our engineers to coordinate directly with your staff to obtain the required data.

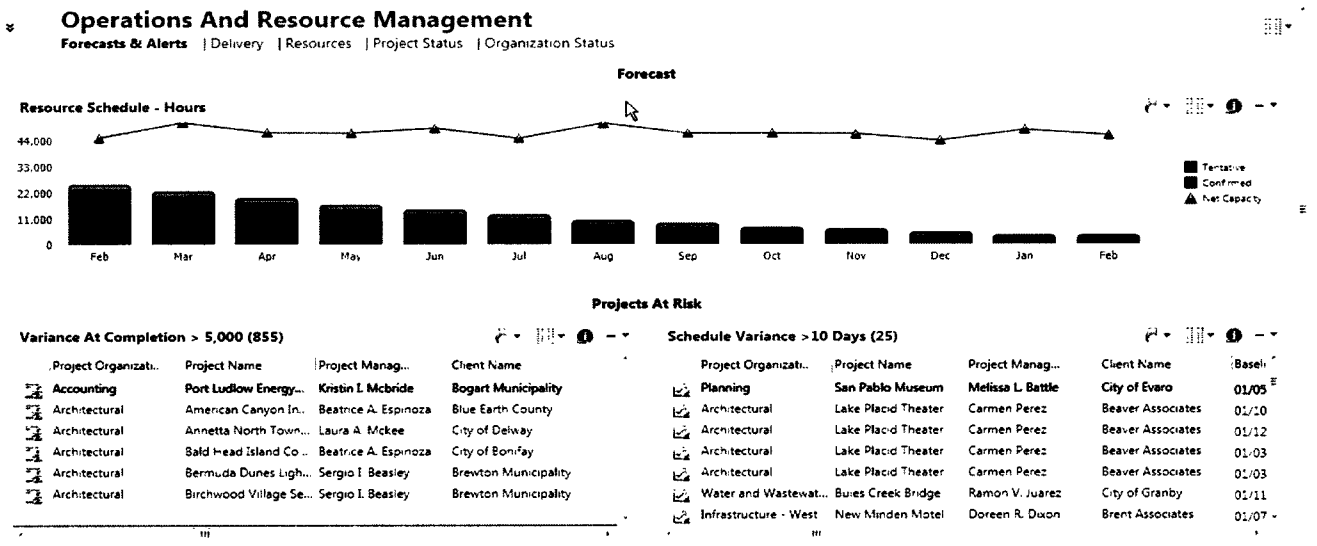
Katie will communicate with City staff on a regular basis (weekly, bi-weekly, monthly), per the agreement established at the beginning of a project. She will coordinate with regular emails and phone calls and facilitate larger meetings using virtual platforms such as Microsoft Teams, which is Wright-Pierce's preferred virtual communication platform. However, we also experienced with the use other platforms, such as Zoom, GoToMeeting, and WebEx.

Project Management Systems

Wright-Pierce uses BST10 (shown below) as our project management system. BST10 is an industry leading program that includes innovative tools for project initiation, project tracking, resource allocation, time management, and accounting functions.

At the initiation of a project, the project manager inputs data related to the project team; tasks and subtasks; and hours and schedule. This information is incorporated with a company-wide resource management tool capable of reporting utilization and availability of individual employees and entire project teams. Project managers are required to update the hours projections for team members on a weekly basis. Our Operations Managers then run periodic reports to assess staffing needs.

We recognize that projects cannot be managed solely through software and reports. We also conduct weekly resource planning meetings on local, regional, and corporate levels to identify potential schedule issues and overloaded or underloaded staff. This two-pronged approach allows proactive management of resources and project schedules.



Quality Assurance & Quality Control

Wright-Pierce has developed a proven, standardized approach for project execution, from preliminary planning with initial brainstorming and preparation of a detailed work plan through evaluations, preliminary and final design, bidding, construction administration, start-up, and operational phases. On larger projects, we utilize state-of-the-art software to facilitate information sharing and cross coordination between project team members.

QA/QC Officers

Wright-Pierce operates under well-established QA/QC procedures that require internal reviews conducted by senior members with experience on similar projects. QA/QC Officers Steve Hallowell and Don McCullers will be involved throughout the life of the contract to leverage their experience and ensure quality assurance and quality control.

Training for QA/QC

To encourage consistent quality performance, we have established a formal in-house training program with frequent training sessions related to technical execution, management, and technology. We have a formal on-boarding process for new employees that includes training for standards.

Design QA/QC

Our program includes design guidelines and calculations templates for the technical aspects of projects. We have guidance manuals, standard specifications, and contract documents based on widely accepted industry standards and many years of experience. Technical leaders from each discipline maintain and update these standards on an on-going basis.

Subconsultants

Well-vetted subcontractors provide supportive services to our projects as needed. We have established working relationships with various subcontractors with proven capabilities to provide quality services. Their deliverables flow through our teams for quality reviews before reaching a client's desk. We also develop specific guidelines and agreements to coordinate their work with ours.

Change Order Percentage

A successful QA/QC program directly contributes to the minimization of change orders. The industry average for change orders as a percentage of construction is 5%. As a credit to our staff's expertise and faithful implementation of our QA/QC program, **Wright-Pierce projects have a change order average between 2% and 3%—well below the industry average.**

QA/QC Process

Initial Planning	Preliminary Design (30%)	60% & 90% Design	Final Design	Construction Services	Post Project Evaluation
Brainstorm technical solutions	Verify correctness of survey, geotech	Detailed cross-discipline review	Final cross-discipline review	Prepare conformed documents	Review lessons learned
Review correctness of preliminary calculations	Review correctness of calculations	Check specifications	Check specifications	Review contractor, owner design modifications	Update standards as appropriate
Check reports for grammar, spelling	Check reports for grammar, spelling	Review correctness of calculations	Review correctness of calculations	Senior review of shop drawing approvals	
Ensure owner comments incorporated	Perform CAD standards check	Check reports for grammar, spelling	Ensure owner comments incorporated	Review of contractor's as-built drawing markups	
Identify key technical and cost issues	Ensure owner comments incorporated	Perform CAD standards check	Sign and seal documents		
	Review for best value and lowest life cycle costs	Ensure owner comments incorporated			

Availability & Commitment

Wright-Pierce affirms all personnel listed in this proposal will be available for and shall be assigned to projects tasked through this contract. The availability percentages shown on this page are indicative of their present workload, and as previously discussed in this statement of qualifications, management conducts regular and periodic pulse checks via software tools and office meetings to ensure staff workloads are appropriately distributed. Our team also has ample backup staffing capability in the event of unforeseen circumstances.

Additionally, Client Service Manager Dennis Davis has been in communication with subconsultants L&S Diversified and Nadic Engineering, each of whom has indicated their availability and eagerness to support Wright-Pierce on this contract.

45

Project Manager
Katie Gierok, PE

40

Principal & QA/QC Officer
Steve Hallowell, PE

45

Client Service Manager
Dennis Davis, PE

50

QA/QC Officer
Don McCullers, COA

Team Member	Role	Availability
Project Engineers		
Greg Taylor, PE	Lead Project Eng. – Water Treatment	45%
Ben Yoakum, PhD, PE	Project Engineer – Water Treatment	50%
Don Lee, PhD, PE, BCEE	Lead Project Eng. – Wastewater Treatment	55%
Bartt Booz, PE	Lead Project Eng. – Pumping Stations	45%
Kelly Wehner, PE, ENV SP	Lead Project Eng. – Pipelines	55%
Peter Hernandez, PE	Project Engineer – Pipelines	50%
Chris Baggett, PE, ENV SP	Lead Project Eng. – Septic-to-Sewer	40%
Saheb Mansour-Rezaei, PhD, PE	Project Engineer – Septic-to-Sewer	45%
Eben Spalding, PE	Project Engineer – Pumping Stations	45%
Support Services		
Mark Cunningham, PE	Structural Engineer	35%
Rodney Greene, PE	Mechanical Engineer	40%
Jim Papadimitriou, PE	Instrumentation & Controls Engineer	40%
Arafat Es-haq, PE	Electrical Engineer	40%
Tony D'Amelio	Solar/Energy Efficiency Specialist	40%
Ron Williams, AIA	Architect	40%
Jeff Normandin, GISP	GIS Specialist	45%
Shane Cochran	3D/CAD Design	50%
Chance Harris	Field Technician	45%

Licensure

State of Florida
Department of State

I certify from the records of this office that WRIGHT-PIERCE, INC. is a Maine corporation authorized to transact business in the State of Florida, qualified on August 31, 2010.

The document number of this corporation is F10000003928.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on March 13, 2020, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

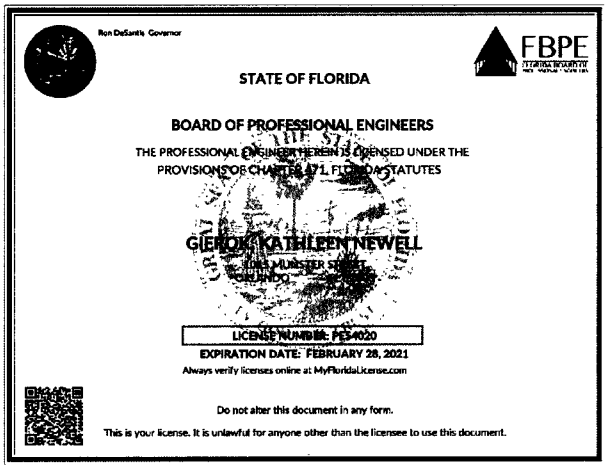
Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirteenth day of March, 2020

Secretary of State

Tracking Number: 3710243940CC

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

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



Ron DeSantis, Governor

FBPE

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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

GLERON, KATHLEEN NEWELL

LICENSE NUMBER: PE54020

EXPIRATION DATE: FEBRUARY 28, 2021

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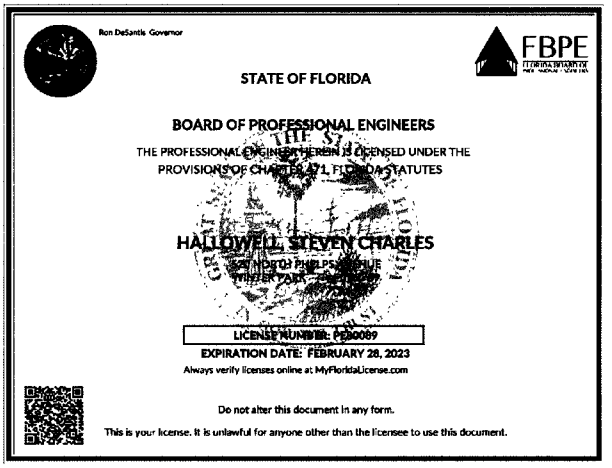

Ron DeSantis, Governor

FBPE

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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

HALLOWELL, STEVEN CHARLES

LICENSE NUMBER: PE80089

EXPIRATION DATE: FEBRUARY 28, 2023

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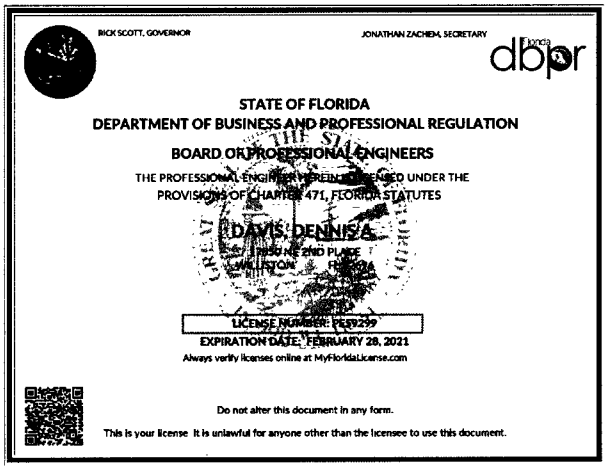

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

dbpr

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

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

DAVIS, DENNIS A

LICENSE NUMBER: PE59299

EXPIRATION DATE: FEBRUARY 28, 2021

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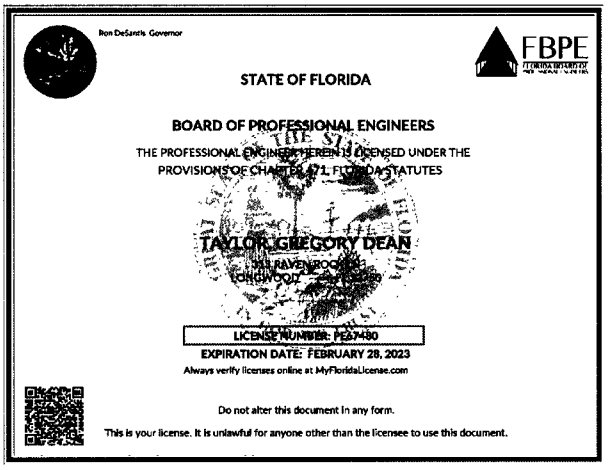

Ron DeSantis, Governor

FBPE

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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

TAYLOR, GREGORY DEAN

LICENSE NUMBER: PE67480

EXPIRATION DATE: FEBRUARY 28, 2023

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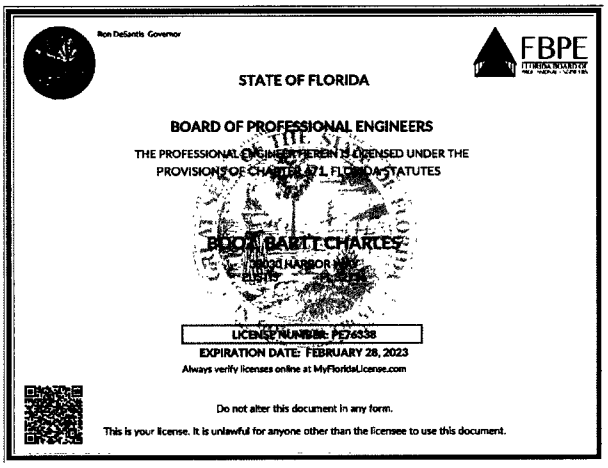

Ron DeSantis, Governor

FBPE

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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

BODA, BABIT CHARLES

LICENSE NUMBER: PE76338

EXPIRATION DATE: FEBRUARY 28, 2023

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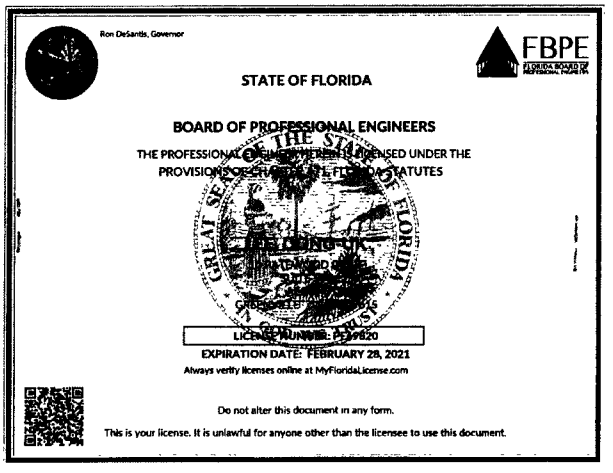

Ron DeSantis, Governor

FBPE

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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

LICENSE NUMBER: PE49820

EXPIRATION DATE: FEBRUARY 28, 2021

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

NADIC ENGINEERING SERVICES, INC.

601 N. HART BLVD.
ORLANDO FL 32818

LICENSE NUMBER: CA8214
EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com

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

License No.: **LB7829**
Expiration Date February 28, 2021

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

L&S DIVERSIFIED, LLC
405 LAKE HOWELL RD STE 1001
MAITLAND, FL 32751-5926

Nicole Fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

WRIGHT-PIERCE
Engineering a Better Environment

2

Local Team

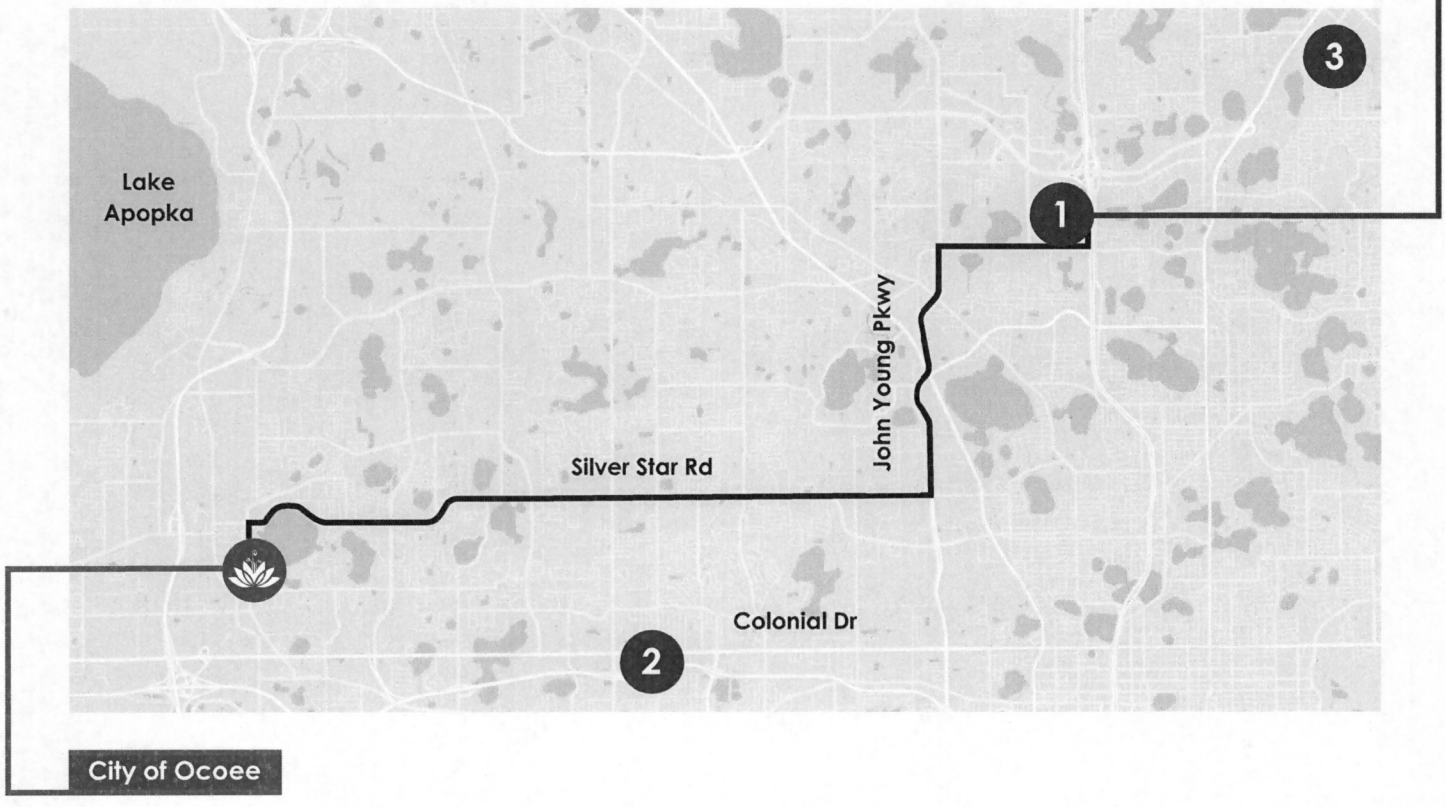
Wright-Pierce will serve the City of Ocoee primarily from our office in Maitland, Florida. We established this office in 2015 to provide excellent engineering services to municipalities in Central Florida as we have to many other clients across the Northeast for over 74 years. Since then, our engineers have enjoyed the privilege of working on dozens of projects assigned through over 25 continuing services contracts with public utilities in Florida, including the cities of Apopka, Casselberry, Eustis, Clermont, and Orlando. Our close proximity to the City will allow us to provide responsive, timely, and efficient services.

In addition, we have partnered with two subconsultants who also maintain a local presence: Nadic Engineering in Orlando and L&S Diversified in Casselberry. In selecting a team that both lives and employs locally, the City will enjoy the added benefit of stimulating its own economy as it endeavors to complete the important projects tasked through this contract.

1 **Wright-Pierce**
601 South Lake Destiny Rd
Suite 290
Maitland, FL 32751
25 min
13 mi

2 **Nadic Engineering**
601 N Hart Boulevard
Orlando, FL 32818
15 min
6.5 mi

3 **L&S Diversified**
489 SR 436, Suite 117
Casselberry, FL 32707
30 min
18 mi



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:

Wright-Pierce, Inc.

Firm Name

Signature

Steven C. Hallowell, Vice President

Name and Title (Print or Type)

2/17/2021

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 below litigation statement. A letter from our insurance agency follows.

(Attach additional sheets if necessary)

ACKNOWLEDGEMENT OF ADDENDA:

Bidder acknowledges receipt of the following addenda:

No. N/A Dated N/A
No. _____ Dated _____
No. _____ Dated _____

Litigation Statement

The construction industry can be a litigious environment, particularly when dealing with hundreds of millions of dollars per year in complex municipal infrastructure construction projects. To protect ourselves and our clients, Wright-Pierce carries $5 million in professional liability insurance, plus adequate general liability, worker's compensation, and other insurances.

Our claim's track record over the past 30 years has been exceptional. From 2016 to 2021, we provided approximately $175 million in engineering services for hundreds of clients on thousands of projects with a combined value approaching $1 billion. Over that time frame, we have been involved in one claim. A statement from our insurance agency follows.

- **Status: Ongoing.** In 2019, Wright-Pierce was named in an apportionment complaint by Ovivo, the manufacturer of equipment that failed on an upgrade to an existing biosolids digester at the Danbury, CT wastewater treatment plant. Ovivo designed and supplied the equipment that failed and was sued by the Contract Operator, Veolia. Wright-Pierce had assisted Veolia with coordination of the upgrade but was not responsible for the design of the failed equipment. Wright-Pierce is currently in the process of responding to this apportionment complaint. Wright-Pierce continues to have a good relationship with the City of Danbury and Veolia and continues to work on wastewater projects for them.

AMES & GOUGH

February 2, 2021

RE: Wright-Pierce - Professional Liability Insurance Loss History

To Whom It May Concern,

Ames & Gough has represented Wright-Pierce as its professional liability insurance broker for over 20 years and during this time Wright-Pierce has maintained continuous professional liability insurance coverage as well as excellent overall claims experience.

Wright-Pierce continues to be recognized in the industry for its outstanding engineering practices and adherence to design firm quality control excellence.

If there are any further questions with respect to Wright-Pierce's professional liability loss experience, please don't hesitate to let me know.

Sincerely yours,

Brett C. Gough, CRIS
Chief Operating Officer and Partner

859 Willard Street, Suite 320, Quincy, MA 02169
Telephone (617) 328-6555 Facsimile (617) 328-6888
E-Mail info@amesgough.com

COMPANY INFORMATION/SIGNATURE SHEET RFQ #21-004

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

Wright-Pierce, Inc.
COMPANY NAME

407.906.1776
TELEPHONE (INCLUDE AREA CODE)
407.386.7736
FAX (INCLUDE AREA CODE)
steve.hallowell@wright-pierce.com
E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

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

Steven C. Hallowell, Vice President
NAME/TITLE (PLEASE PRINT)

11 Bowdoin Mill Island #140

601 South Lake Destiny Road #290
STREET ADDRESS

Topsham, ME 04086

Maitland, FL 32751
CITY STATE ZIP

FEDERAL ID # 01-0228316
____Individual _X_Corporation ____Partnership ____Other (Specify)_____

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this 16th day of February, 2021.

Personally Known_____ or

Produced Identification X

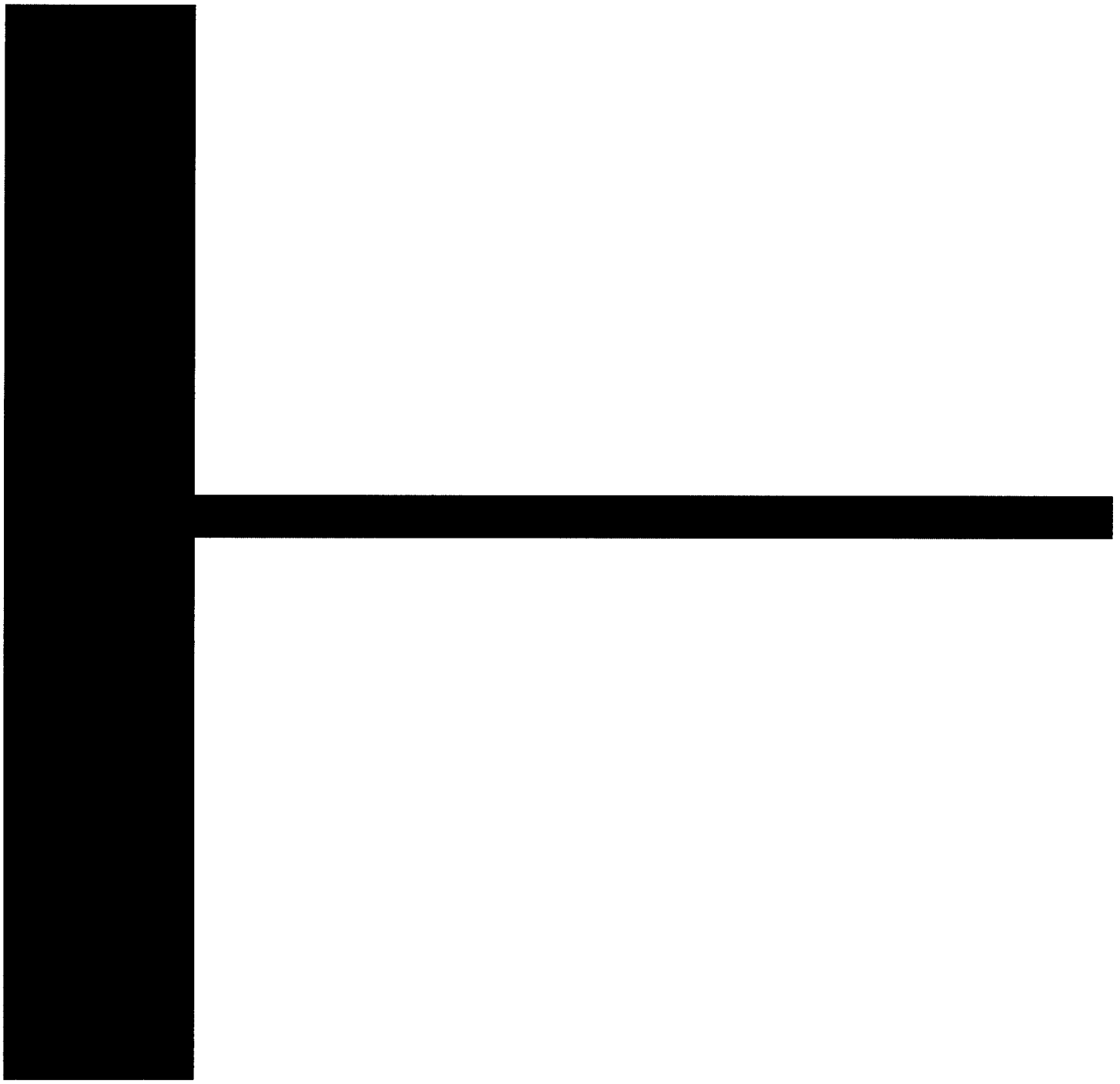
DRIVER'S LICENSE
(Type of Identification)

Notary Public - State of FLORIDA
County of ORANGE

Signature of Notary Public

MaKenna Lewis
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG357439
Expires 7/22/2023

MaKenna Lewis
Printed, typed or stamped
Commissioned name of Notary Public



WRIGHT-PIERCE
Engineering a Better Environment

601 South Lake Destiny Road, Suite 290
Maitland, FL 32751
407.906.1776 | www.wright-pierce.com

steve.hallowell@wright-pierce.com

Mayor
Rusty Johnson

City Manager
Robert Frank

OCOEE
florida

Commissioners
Larry Brinson, Sr, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

February 11, 2021

ADDENDUM NO. ONE (1)
CITY OF OCOEE
RFQ #21-004
CONTINUING CONTRACTS FOR UTILITIES ENGINEERING SERVICES

This addendum shall modify and become a part of the original RFQ documents for Continuing Contracts for Utilities Engineering Services. This addendum consists of two (2) pages. Respondents shall acknowledge receipt of this addendum in the space provided on Page 19 of the RFQ. 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. Where can I get a list of the plan holders?

A1. The plan holders are visible to all participants on Negometrix4.

Q2. Will there be no pre-bid conference?

A2. No, page 3 of the RFQ, Legal Advertisement, states there is no pre-submittal conference scheduled at this time.

Q3. Who are the incumbents that have been providing these services to the City in the past?

A3. There are no incumbents for this contract, as this a new solicitation specific to Utilities. The city does have an Engineering Services contract with Brindley Pieters and Associates, CPH, Inc. and Pegasus Engineering.

Q4. Will the City extend the due date by 14 days?

A4. No, the due date for qualification statements will remain the same.

Q5. Is this scope limited to water and sewer? There are a number of "Miscellaneous utility" items?

A5. The scope for this contract will include engineering tasks for water, wastewater, and reclaim water.

Q6. What "Post-design" services would be required?

A6. Post design services may include permitting, as-built certifications, or other miscellaneous tasks as deemed necessary.

Q7. Can we get more clarification on the items listed under "Engineering Studies and Services Other than design."

A7. Engineering Studies and Services Other than Design includes tasks related water and wastewater treatment and collection/transmission.

Vanessa Anthony
Purchasing Technician
cc: Evaluation Committee

CITY OF OCOEE

REQUEST FOR QUALIFICATIONS
(RFQ) #21-004

CONTINUING CONTRACTS FOR UTILITIES ENGINEERING SERVICES

TABLE OF CONTENTS
FOR
RFQ #21-004
CONTINUING CONTRACTS FOR UTILITIES ENGINEERING SERVICES

RFQ DOCUMENTS

Section	Page
Legal Advertisement	3
RFQ Instructions & General Terms & Conditions	4 - 17
Conflict of Interest Disclosure Form	18
Summary of Litigation	19
Receipt of any addenda issued	19
Company Information and Signature Sheet	20

End Table of Contents

Request for Qualifications, Legal Advertisement

The City of Ocoee, Florida, (the "City") is soliciting sealed statements of qualifications for **RFQ #21-004 CONTINUING CONTRACTS FOR UTILTIES ENGINEERING SERVICES.** Qualification packages will only be accepted electronically through Negometrix4, a free e-Procurement platform, **until 2:00 pm, local time, on February 17, 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 Vanessa Anthony, Purchasing Technician, Finance Department/Purchasing vanthony@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 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 Negometrix platform. Melanie Sibbitt, City Clerk, Orlando Sentinel January 24, 2021.

CITY OF OCOEE
REQUEST FOR QUALIFICATIONS "RFQ" #21-004
CONTINUING CONTRACTS FOR UTILTIES ENGINEERING SERVICES

A. INTRODUCTION AND GENERAL INSTRUCTIONS

1. The City of Ocoee, Florida, in conformance with the Consultants' Competitive Negotiations Act (CCNA), Florida Statutes Section 287.055, et seq., and the policies and procedures of the City of Ocoee (City), is soliciting statements of qualifications from qualified professional engineering firms or individuals, Respondent firm, Bidder, Proposer that are interested in providing engineering services for **utilities projects including but not limited to** studies, design, construction plans and bid documents, , construction management, development plan review, and other miscellaneous utility engineering projects. The projects will involve potable water and wastewater plants and distribution and collection systems. Hydraulic modeling services are provided by another firm. . PLEASE NOTE THIS CONTRACT IS FOR UTILITY PROJECTS AND SERVICES ONLY

   Respondents must be experienced in providing utilities engineering services for projects of a scope and nature comparable to those described under Section C. Use of qualified sub-consultants for specialty work is acceptable. To be considered, the firm or individual shall be a licensed professional in accordance with Florida State law and be familiar with all applicable State of Florida, St. Johns River Water Management District, Orange County and City of Ocoee codes, regulations and laws. Please include a copy of all applicable licenses held by firms or subconsultants proposed to perform work

   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. Engineering services related to any project that does not fall within these categories will be separately solicited in conformance with the CCNA.

2. The City intends to award continuing contracts up to (3) firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the City shall consider the Evaluation Criteria set forth in this RFQ. In addition to identifying the best firms for the work, the City desires to create an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selecting the most highly qualified firm for a given task. Firms selected by the City will provide utilities engineering services to the City on an as-needed basis, which will be assigned using task orders issued by the City under the continuing contracts. The contracts shall automatically be renewed annually, unless terminated by the City in writing, for five (5) years from the date of execution, and one (1) optional two-year renewal, unless otherwise terminated by either party, in writing, given 30 days' notice.
3. Prospective respondents may secure a free copy of the documents required for submitting a 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 **fifty (50) 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, anytime 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 February 17, 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 Vanessa Anthony, Purchasing Technician vanthony@ocoee.org. Deadline for receipt of written inquiries will be **February 9, 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 (Section 287.055, Florida State Statutes) shall apply, where applicable.

    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.

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 section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See Florida State Statute 287.133 (2) (a).

13. FLORIDA PUBLIC RECORDS LAW: In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all 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.**

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 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
   - $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

(Remainder of page left blank intentionally)

ACORD. CERTIFICATE OF LIABILITY INSURANCE

OP ID JC | 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: All 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
		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

9. Certificates of Insurance: Certificate of Insurance Form (see sample, above), naming the City of Ocoee as an additional insured will be furnished by the Consultant upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing 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.

C. SCOPE OF SERVICES

The scope of work to be performed under task orders issued under the continuing contracts may consist of, but will not necessarily be limited to: providing engineering services for utilities projects including studies, design, plans production, construction management, development plan review, and other miscellaneous engineering projects. Typical assignments would include, but would not be limited to the following:

Engineering Design Services

Tasks for services under this topic may include but are not limited to:

- Preliminary analysis & conceptual design of minor utilities engineering projects
- Plan production services in the latest available version of AutoCAD
- Design, replacement and/or upgrade of sanitary sewer lift stations, gravity sewer and associated force mains
- Extension of sanitary sewer service to existing areas on septic tanks or developing areas
- Extension of reclaim water mains for new development and/or retrofit existing developments
- Design new watermains and/or replacement of undersized or nonconforming material water mains
- Water and wastewater plant upgrades
- Post-design services
- Preparation of as-built drawings and other surveying tasks
- Miscellaneous utility engineering design services

Engineering Studies and Services Other than Design

Tasks for services under this topic may include but are not limited to:

- Utility service studies and planning
- Capital improvements and infrastructure rehabilitation
- Water and wastewater treatment processes
- Miscellaneous utility engineering planning services

Non-engineering Technical Services

Tasks for services under this topic may include but are not limited to:

- On-site inspection of construction work by engineering technician
- Printing and copying of design documents
- Field compilation of data for inventory mapping and facility management, and/or the transformation of such data to a form suitable for use in ArcGIS or AutoCAD.
- Creation of 3D illustrations and other graphics for public involvement activities
- Other related services as may be assigned from time to time

Respondents must be experienced in providing utilities engineering services for projects of a scope and nature comparable to those described above. Use of qualified sub-consultants for specialty work is acceptable. To be considered, the firm or individual shall be a licensed professional in accordance with Florida State law and be familiar with all applicable State of Florida, St. Johns River Water Management District, FDEP, Orange County and City of Ocoee codes, regulations and laws. Please include a copy of all applicable licenses held by firms or subconsultants proposed to perform work.

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

- Cover Letter
- List of firm's current or recently completed similar projects within the past five (5) years with other public utilities. Include original contract price, final cost, and reason for overages if applicable
- Demonstration of ability to deliver project on time and within budget
- List of all firm's key employees, their qualifications, and their role in providing the desired City services and each employees years of total related experience and years with your firm.
- Firm's and employee's certifications and registration with regulatory agencies, professional organizations, etc.
- List firm's sub-consultants, their qualifications, and their role in this project.
- List of at least three (3) client references to include organization name, contact person, telephone number (s), and e-mail address.
- Explanation of how you approach a new project or task and how and when you communicate with your client. Also, detail any cost containment approaches you employ and identify projects you designed that you consider successful for staying on time and meeting budget.
- Current and projected workload of the firm.

II. Firm's Office Location & Other Forms (not included in page limit)

- List the location of all offices (firm and subconsultants) 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
23 days later	Last day for questions
30 days later	Statements of qualification are due
35 days later	Qualification statements distributed to evaluation committee
50 days later	Evaluation committee meeting held
Next meeting	Short-list of ranked firms recommended to City Commission

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

F. SELECTION PROCESS

1. The criteria for selection shall be based on the criteria listed in the RFQ. The City reserves the right, before awarding the contract, to require a Respondent to submit additional evidence of its qualifications, as the City may deem necessary, and shall conduct discussions with, and may require 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 Section 287.0055, Fla. Stat., (a.k.a., CCNA). The City will attempt to negotiate an agreement with the top-ranked Respondent. If no agreement is reached with the top-ranked Respondent, negotiations will be terminated and initiated with the second-ranked Respondent, and so on, until an agreement is reached.

4. The successful Respondent shall be required to execute an agreement which provides, among other things, that all plans, drawings, reports, and specifications that result from Respondent's services shall become the property of the City. Upon the successful

negotiation of an agreement, a formal contract will be prepared and subsequent executed by both parties.

Evaluation Criteria	Maximum Points
1. Past Performance & Experience of the Firm and Project Team • Past Performance and Experience of the Firm with similar projects • Overall Experience • References	**60**
2. Project Approach and Understanding of the project • Briefly describe your Firm's understanding of the services requested and how the Firm would accomplish the work.	**15**
3. Ability to Meet Time and Budget Requirements • Current & Projected Workload of the Firm • Past ability to deliver a project on budget & time	**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 utility engineering 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 engineering 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 engineering 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 Act Section 287.055 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 engineering services are provided under this solicitation involve federal funds, this entire solicitation is governed by the requirements of the specific federal grant and/or 2CFR200. In order to avoid any issue regarding the possibility of a non-competitive award being made to a firm that provides services through a continuing contract, all solicitations for design and/or fee proposals for services under this solicitation that involve federal funds shall be issued to all firms providing continuing engineering services. 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 Technician 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 Technician, 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 #21-004

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

_____
COMPANY NAME

_____
TELEPHONE (INCLUDE AREA CODE)

_____
FAX (INCLUDE AREA CODE)

_____
E-MAIL ADDRESS

_____
AUTHORIZED SIGNATURE (manual)

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

STAFF REPORT

Meeting Date: May 19, 2026
Item #: 13

Contact Name: Steven Weber
Contact Number: Ext. 1520

Department Director: Steven Weber
City Manager: Craig Shadrix

Subject: First Reading of Ordinance for Fiscal Year 2025-26 Mid-Year Budget Amendment. (Finance Director Weber)

Background Summary: A review of the City's financial position through this point in the fiscal year indicates the need for a budget amendment to address additional appropriations of revenue and expenditures for the General Fund, the Capital Project Fund, the Stormwater Fund, the Sanitation Fund, the Community Redevelopment Agency (CRA) Fund, the Recreation Impact Fund and the Road Impact Fund.

The total General Fund adopted budget was $77,222,251. Subsequent to the adoption, staff identified that the General Fund requires an additional appropriation of $237,475 for the following:

- Police Operations require $10,000 for supplies/equipment for the Training Facility.
- Fire Operations require $24,999 transfer to the Capital Project Fund for drone replacement.
- Police Operations require $92,080 transfer to the Capital Projects Fund for vehicle replacement.
- Public Works - Street Operations requires $14,222 transfer to the Capital Projects Fund for vehicle replacement.
- Maintenance Operations requires $11,604 for music studio demolition at 275 N. Lakeshore Drive.
- General Government Operations requires $72,003 for FEMA reimbursement to other funds for costs related to Hurricane Ian and Milton.
- General Government Operations requires $12,567 for contingency reserves.

These additional General Fund expenditures are offset by grant proceeds of $34,999; insurance proceeds of $106,302 ($40,430 from FY25); funds available from a closed capital project of $11,604; and other revenues received in excess of budget of $84,570.

The Capital Projects Fund adopted budget was $3,634,893. The Capital Project Fund requires an additional appropriation of $131,301 for the following:

- Police vehicle purchases of $92,080
- Public Works - Streets Division vehicle purchase of $14,222
- Fire drone replacement purchase of $24,999

The Stormwater Fund adopted budget was $7,184,567. The Stormwater Fund requires additional appropriation of $22,632 in reserves for FEMA reimbursement of costs associated with Hurricane Ian and

Milton.

The Sanitation Fund adopted budget was $4,885,856. The Sanitation Fund requires an additional appropriation of $5,669 in reserves for FEMA reimbursement of costs associated with Hurricane Ian and Milton.

The Community Redevelopment Agency (CRA) Fund adopted budget was $12,325,226. The Community Redevelopment Agency (CRA) Fund requires additional appropriation of $43,702 in reserves for FEMA reimbursement of costs associated with Hurricane Ian and Milton.

The Recreation Impact Fund adopted budget was $663,000. The Recreation Impact Fund requires an additional appropriation of $300,000 for park impact fee credits in relation to the Ocoee Crown Point Mixed Use Development.

The Road Impact Fund adopted budget was $3,955,241. The Road Impact Fund requires an additional appropriation of $387,130 for additional costs for the new road improvement part of to the Ocoee Crown Point Mixed Use Development.

Issue:
Should the Honorable Mayor and City Commission approve the proposed budget amendment as described and detailed in the attached schedule?

Recommendations:
Staff recommends the Homorable Mayor and City Commission approve the proposed budget amendment as described and detailed in the attached schedule.

Attachments:
1. Mid-Year Amendment Schedule 2026
2. Ordinance for FY 2026 Budget Amendment

Financial Impacts:
The only impacts on fund balances are the additional expenditures related to the Ocoee Crown Point Mixed Use development for the payment of park impact fee credits (Recreation Impact Fund) and new road improvement costs (Road Impact Fund). All other additional fund expenditures are offset by additional revenue.

Type of Item: First Reading

FY 2026 Mid-Year Budget Amendment/True-up Schedule

GENERAL FUND		***Increase/(Decrease) in Expenditure***	***Increase in Revenue***	***Notes***
001-521-00-5202	PD OPERATING SUPPLIES	10,000		Increase budget to purchase supplies/equipment for Training Facility (Job G4224MUMU)
001-33-1203	FEDERAL GRANT-PUBLIC SAFETY		10,000	Increase the actual revenue $10,000 from grant program
001-522-00-9105	TRANSFER OUT - CAPITAL	24,999		Transfer Out for Fire Dept Drone Replacement (Job G0003X262)
001-33-4200	STATE GRANT-PUBLIC SAFETY		24,999	Increase the actual revenue $24,999 from grant program
001-521-00-9105	TRANSFER OUT - CAPITAL	92,080		Transfer Out for Police Dept Vehicle Replacement (Job A000588)
001-541-10-9105	TRANSFER OUT - CAPITAL	14,222		Transfer Out for Public Works Streets Division Vehicle Replacement (Job A000590)
001-36-0030	INSURANCE PROCEEDS		65,872	Insurance proceeds from totaled vehicle received in FY26
001-36-0000	MISCELLANEOUS REVENUE		125,000	Includes insurance proceeds from totaled vehicle received in FY25 for $40,429.85
001-516-00-4900	RESERVE FOR CONTINGENCY	12,567		
001-519-00-3400	CONTRACTUAL SERVICES	11,604		Addt'l budget for Music Studio Demolition @ 275 N. Lakeshore (Job T5037)
001-38-1000	TRANSFERS IN	-	11,604	Transfer from Capital Fund for closed job (P000350)
001-516-00-9000	TRANSFERS OUT	72,003	-	General Fund reimbursed other funds for the hurricane Ian and Milton expenses from FEMA reimbursement received in FY25
		237,475	**237,475**	No impact on fund balance.

CAPITAL PROJECT FUND		***Increase/(Decrease) in Expenditure***	***Increase in Revenue***	***Notes***
317-521-00-6401	VEHICLES	92,080		Increase budget for Police Dept Vehicle Replacement (Job A000588)
317-541-10-6401	VEHICLES	14,222		Additional budget for Public Works Streets Division Vehicle Replacement (Job A000590)
317-522-00-6400	EQUIPMENT	24,999		Increase budget for Fire Dept Drone Replacement (Job G0003X262)
317-38-1000	TRANSFERS IN		131,301	
317-519-00-6302	CAPITAL IMPROVEMENTS	(11,604)		Closed Job P000350
317-519-00-9000	TRANSFERS OUT	11,604	-	Transfer to PW Operational Budget for Music Studio Demolition
		131,301	**131,301**	No impact on fund balance.

STORMWATER FUND		***Increase/(Decrease) in Expenditure***	***Increase in Revenue***	***Notes***
103-538-20-4900	RESERVE FOR CONTINGENCY	22,632		Hurricane Ian and Milton expenses reimbursement from General Fund
103-38-1000	TRANSFERS IN	-	22,632	No impact on fund balance.
		22,632	**22,632**	

SANITATION FUND		***Increase/(Decrease) in Expenditure***	***Increase in Revenue***	***Notes***
402-534-10-4900	RESERVE FOR CONTINGENCY	5,669		Hurricane Ian and Milton expenses reimbursement from General Fund
402-38-1000	TRANSFERS IN	-	5,669	No impact on fund balance.
		5,669	**5,669**	

CRA FUND		***Increase/(Decrease) in Expenditure***	***Increase in Revenue***	***Notes***
130-516-00-4900	RESERVE FOR CONTINGENCY	43,702		Hurricane Ian and Milton expenses reimbursement from General Fund
130-38-1000	TRANSFERS IN	-	43,702	No impact on fund balance.
		43,702	**43,702**	

RECREATION IMPACT FUND				***Notes***
110-572-00-6302	CAPITAL IMPROVEMENTS	300,000		Ocoee Crown Point Mixed Use Reimbursement - Park (Job P000454)
110-30-0000	BEGINNING CASH BALANCE	-	300,000	
		300,000	**300,000**	

ROAD IMPACT FUND				***Notes***
106-541-00-6302	CAPITAL IMPROVEMENTS	387,130		Ocoee Crown Point Mixed Use Reimbursement - Road (Job P000454)
106-30-0000	BEGINNING CASH BALANCE	-	387,130	
		387,130	**387,130**	

ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY OF OCOEE, ORANGE COUNTY, FLORIDA, RELATING TO THE CITY BUDGET; AMENDING THE CITY BUDGET ADOPTED BY ORDINANCE 2025-20 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026 BY PROVIDING FOR INCREASE OF APPROPRIATIONS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

SECTION 1. Authority. The City Commission of the City of Ocoee has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapter 166 Florida Statutes, and Section C-38 of Article VI of the Charter of the City of Ocoee.

SECTION 2. Intent and Purposes. The City of Ocoee budget for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026, as adopted by Ordinance 2025-20 is hereby amended as follows:

Increase of appropriations in both revenue and expenditure totaling $237,475 in the General Fund; and increase of $131,301 in the Capital Projects Fund; an increase of $22,632 in the Stormwater Fund; an increase of $5,669 in the Sanitation Fund; and an increase $43, 702 in the Community Redevelopment Agency (CRA) Fund.

Increase of appropriations totaling $300,000 in the Recreation Impact Fund; and an increase of $387,130 in the Road Impact Fund as shown in detail, attached hereto and incorporated herein by reference are hereby confirmed, adopted and approved in all respects by the City Commission of the City of Ocoee.

SECTION 3. Appropriations. There are expressly appropriated out of anticipated revenues and monies necessary to meet the supplemental appropriations stipulated by and in said amended final budget.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION 5. Effective Date. This Ordinance shall become effective ten (10) days after its passage and adoption.

PASSED AND ADOPTED this_____day of_____, 2026.

Space intentionally left
blank

ATTEST:

Melanie Sibbitt, City Clerk

(SEAL)

APPROVED:
CITY OF OCOEE, FLORIDA

Rusty Johnson, Mayor

ADVERTISED_____, 2026.
READ FIRST TIME_____, 2026.
READ SECOND TIME AND ADOPTED
_____, 2026.
UNDER AGENDA ITEM NO. _____

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA; APPROVED AS TO FORM AND LEGALITY
this_____day of_____, 2026.

FISHBACK DOMINICK

By:_____
Rick Geller, City Attorney

STAFF REPORT

Meeting Date: May 19, 2026
Item #: 14

Contact Name: Brett McFarlane
Contact Number: Ext. 7145

Department Director: Nick Lepp
City Manager: Craig Shadrix

Subject: Approval of Resolution for Vacation of 5-ft Utility Easements on Lots 1, 12, 13, 24, 25, 36, 37, and 48 of the Magnolia Reserve Townhome Subdivision; Project No. VAC-26-041. (Concurrency & Commitment Coordinator McFarlane)

Background Summary:

The Magnolia Reserve Townhome Subdivision is located in Commission District 1, on the south side of Desert Candle Drive, east of Renaissance Charter School and the West Orange Trail, and generally adjacent to the Greens at Forest Lake Townhome Subdivision.

At the builder's request, this abandonment and vacation application pertains to the remaining 5-foot utility easements located along the side yards of eight corner lots (specifically Lots 1, 12, 13, 24, 25, 36, 37, and 48) within the Magnolia Reserve Townhome Subdivision. The request seeks to vacate approximately 300 square feet per lot. The easement areas to be vacated for these eight corner lots are all located on the external side yards of the properties and are each 5 feet wide.

Previously, the front 34 feet of these eight easements were vacated under Resolution 2025-14 during the September 16, 2025, City Commission Meeting. The partial vacation under Resolution 2025-14 was intended to address issues arising from the construction of walkways and front porch columns within the 5-foot utility easement for these eight lots. However, due to a miscommunication between the developer and the surveyor, the correct easement areas were not vacated with Resolution 2025-14.

The purpose of this easement vacation is to correctly vacate the rear 5-ft utility easement, which, if approved, would vacate the entirety of these eight easements. In coordination with all applicable utility providers, the developer and City have determined that these specific utility easements are not required for these eight lots.

As part of the review process, staff sent letters to the standard list of utility providers requesting their determination as to whether they had any concerns and would release their interests in the utility easements. Upon receiving confirmation of no concerns or objections from the applicable utility providers, staff supports the developer's request for the abandonment and vacation of the remainder of these eight utility easements.

Issue:

Should the Honorable Mayor and City Commission adopt a proposed Resolution to abandon and vacate the 5-foot utility easements for lots 1, 12, 13, 24, 25, 36, 37, and 48 of the Magnolia Reserve Townhomes Subdivision?

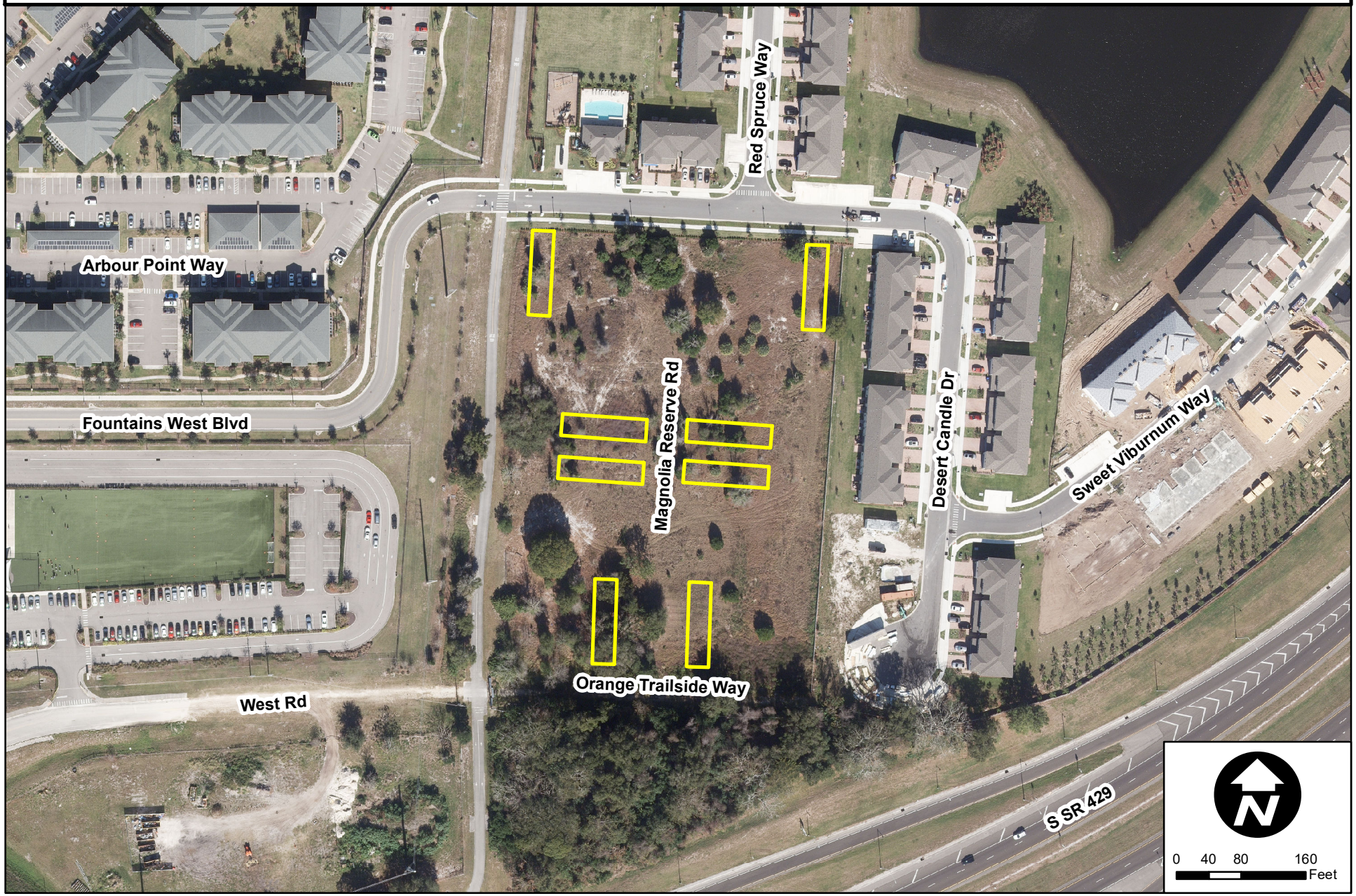
Recommendations:
Staff recommends that the Honorable Mayor and City Commission adopt the proposed Resolution to abandon and vacate the 5-foot utility easements for lots 1, 12, 13, 24, 25, 36, 37, and 48 of the Magnolia Reserve Townhomes Subdivision.

Attachments:
1. Aerial Map
2. Location Map
3. Resolution
4. Response Letters
5. Advertisement

Financial Impacts:
N/A

Type of Item: Public Hearing

Magnolia Reserve Townhomes Subdivision Partial Utility Easement Vacation
2025 Aerial Photography



Magnolia Reserve Townhomes Subdivision
Partial Utility Easement Vacation
Location Map

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY OF OCOEE, FLORIDA, ABANDONING AND VACATING THE REAR APPROXIMATELY 60 LINEAR FT OF THE 5 FT UTILITY EASEMENTS LOCATED ON LOTS 1, 12, 13, 24, 25, 36, 37, AND 48 OF THE MAGNOLIA RESERVE TOWNHOMES SUBDIVISION; PROVIDING FOR RECORDATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Ocoee desires to abandon and vacate the rear approximately 60 linear ft of the 5-ft utility easements on lots 1, 12, 13, 24, 25, 36, 37, and 48 of the Magnolia Reserve Townhomes Subdivision; and a sketch and legal description of such to be abandoned and vacated is attached hereto as **Exhibits "A" through "H"** and by this reference made a part hereof (the "Easements"); and

WHEREAS, the applicant has complied with the provisions of Section 153-10 of the Code of Ordinances of the City of Ocoee regarding the provision of certain information in connection with the application; and

WHEREAS, pursuant to Section 153-13(D)(1) of the Code of Ordinances of the City of Ocoee, a Notice of Public Hearing before the City Commission was provided by regular mail to owners of real property abutting the Easements and all owners of the property within three hundred (300) feet in all directions of the Easements; and

WHEREAS, pursuant to Section 153-13(D)(2) of the Code of Ordinances of the City of Ocoee, a Notice of Public Hearing was published one (1) time in a newspaper of general circulation in the City of Ocoee; and

WHEREAS, pursuant to Section 153-(D)(3) of the Code of the City of Ocoee, a sign setting forth notice of the public hearing before the City Commission was posted upon the Easements; and

WHEREAS, the City Commission of the City of Ocoee finds that said application and supporting documents are in accordance with the requirements of Article II of Chapter 153 of the Code of Ordinances of the City of Ocoee and that the requested action is consistent with the City of Ocoee Comprehensive Plan.

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

SECTION 1. **Authority**. The City Commission of the City of Ocoee has the authority to adopt this Resolution pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes, and Article II of Chapter 153 of the Code of Ordinances of the City of Ocoee.

SECTION 2. **Abandonment and Vacation of the Easements.** The City Commission of the City of Ocoee, Florida, hereby abandons, vacates and renounces any rights in and to the portion of Easements.

SECTION 3. **Recordation**. A certified copy of this Resolution shall be filed with the Orange County Comptroller and duly recorded among the Public Records of Orange County, Florida.

SECTION 4. **Severability**. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION 5. **Effective Date**. This Resolution shall become effective upon passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2026.

[SIGNATURES TO FOLLOW]

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

_____ _____,
Melanie Sibbitt, City Clerk Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2026
READ FIRST TIME AND ADOPTED
_____, 2026
UNDER AGENDA ITEM NO. _____.

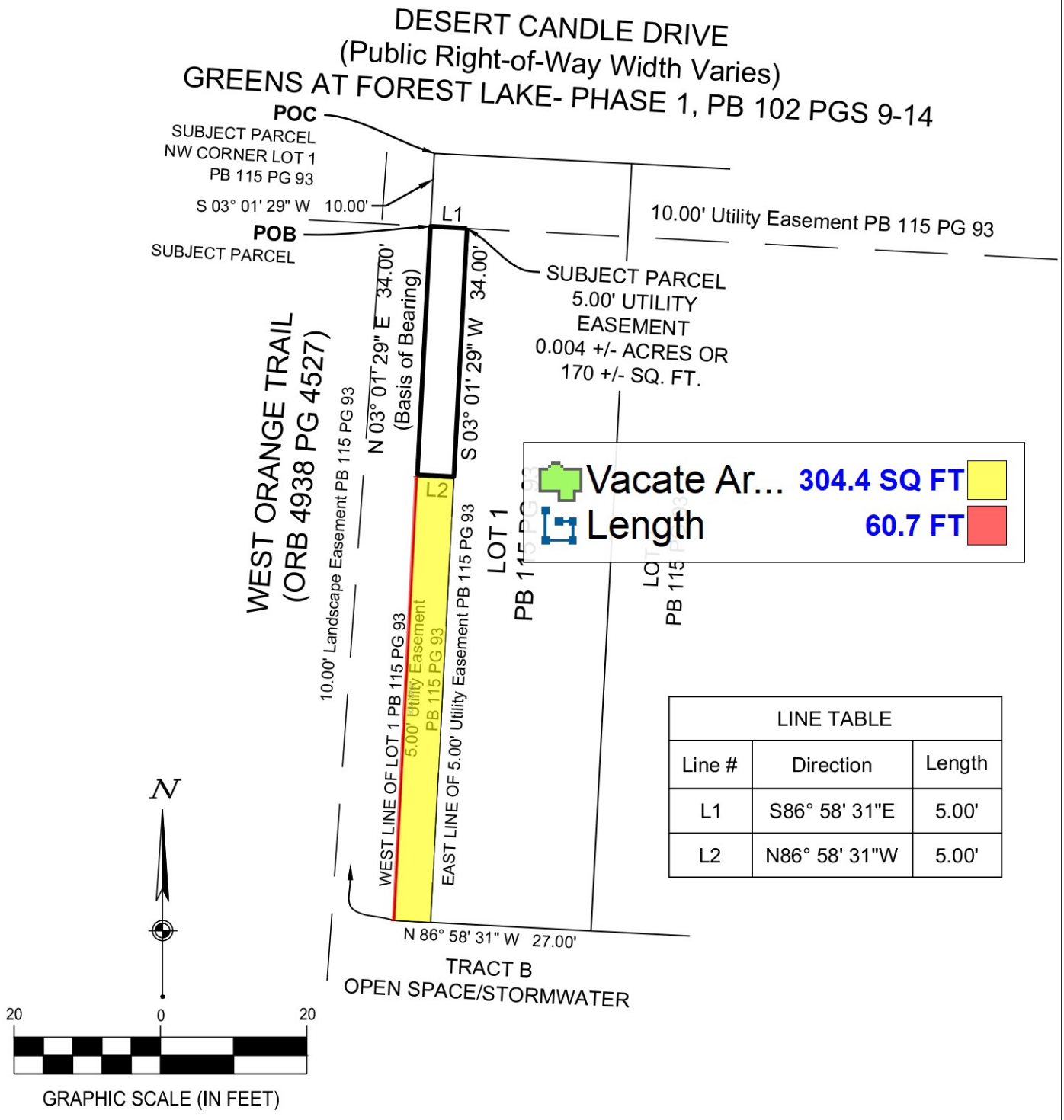
FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND
LEGALITY this ____ day of
_____, 2026.

FISHBACK DOMINICK

By: _____
Richard Geller, City Attorney

LOT 1

EXHIBIT "A"



LINE TABLE		
Line #	Direction	Length
L1	S86° 58' 31"E	5.00'
L2	N86° 58' 31"W	5.00'

Drawing Title:

SKETCH AND DESCRIPTION UTILITY EASEMENT

3 of 3

Project Number:	765953-01
Scale:	1"=20'
Drawn By:	DRL, JMCV
Checked By:	GPRL
Date:	February 10, 2025
Issue:	

DDCM

SKETCH AND DESCRIPTION UTILITY EASEMENT

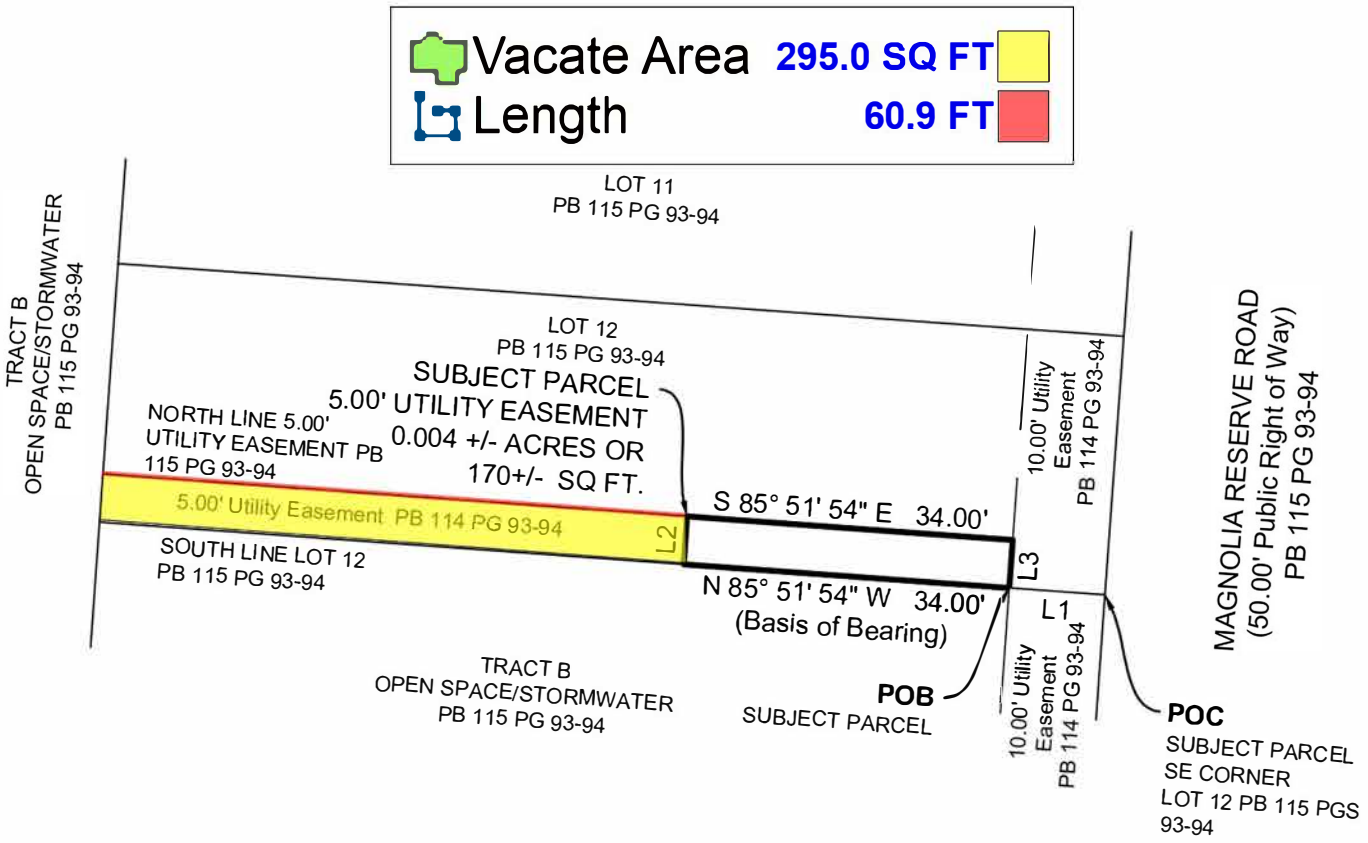
A PORTION OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

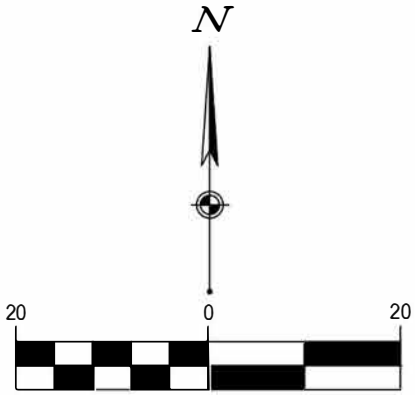
© 2025 CESO, INC.

CESO
WWW.CESOINC.COM

LOT 12

EXHIBIT "B"





GRAPHIC SCALE (IN FEET)

LINE TABLE		
Line #	Direction	Length
L1	N85° 51' 54"W	10.00'
L2	N04° 08' 06"E	5.00'
L3	S04° 08' 06"W	5.00'

Drawing Title:
SKETCH AND DESCRIPTION UTILITY EASEMENT

3 of 3

Project Number:	765953-01
Scale:	1"=20'
Drawn By:	DRL, JMCV
Checked By:	GPRL
Date:	February 10, 2025
Issue:	

DDCM

SKETCH AND DESCRIPTION UTILITY EASEMENT

A PORTION OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

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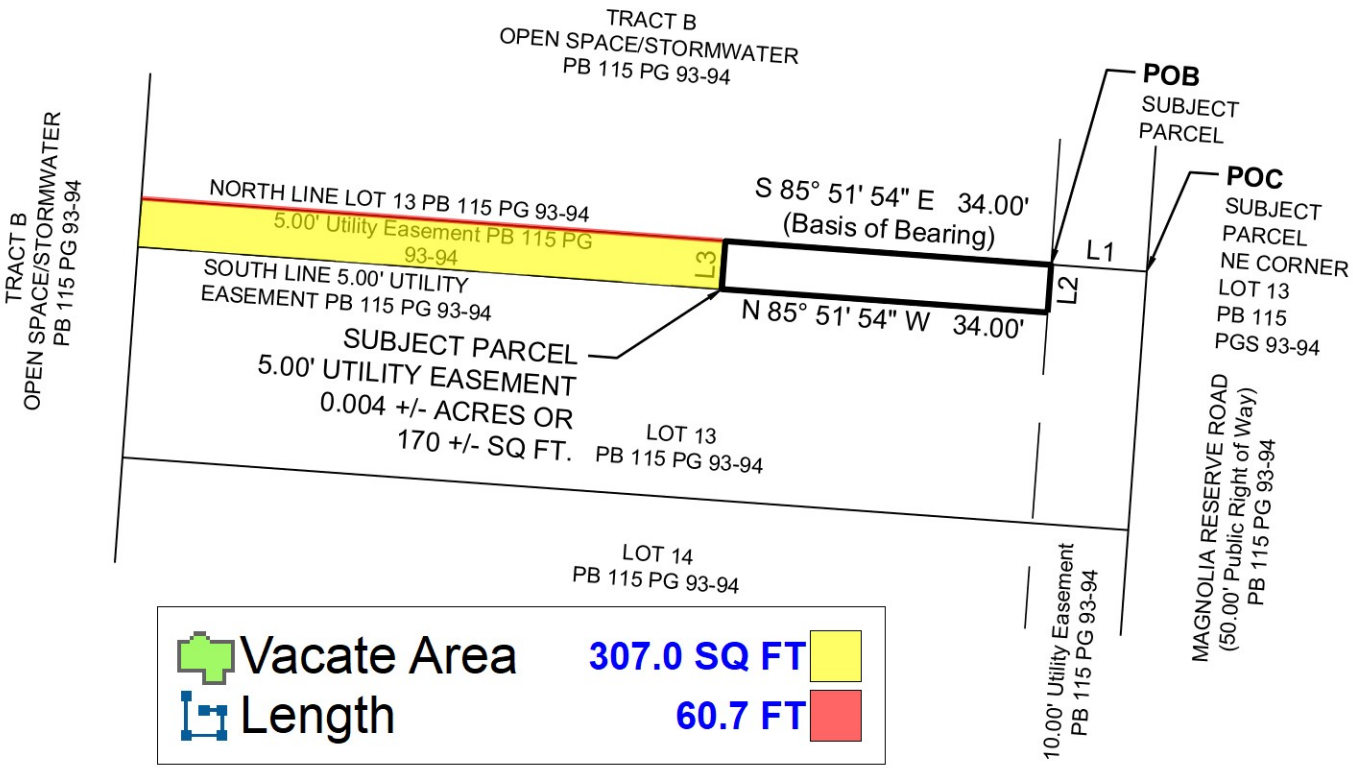
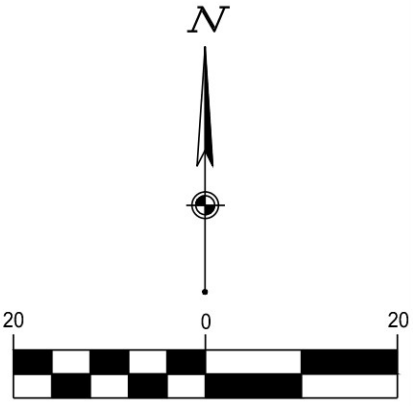
LOT 13

EXHIBIT "C"



LINE TABLE		
Line #	Direction	Length
L1	N85° 51' 54"W	10.00'
L2	S04° 08' 06"W	5.00'
L3	N04° 08' 06"E	5.00'



GRAPHIC SCALE (IN FEET)

Drawing Title:

SKETCH AND DESCRIPTION UTILITY EASEMENT

3 of 3

Project Number:	765953-01
Scale:	1"=20'
Drawn By:	DRL, JMCV
Checked By:	GPRL
Date:	February 10, 2025
Issue:	

DDCM

SKETCH AND DESCRIPTION UTILITY EASEMENT

A PORTION OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

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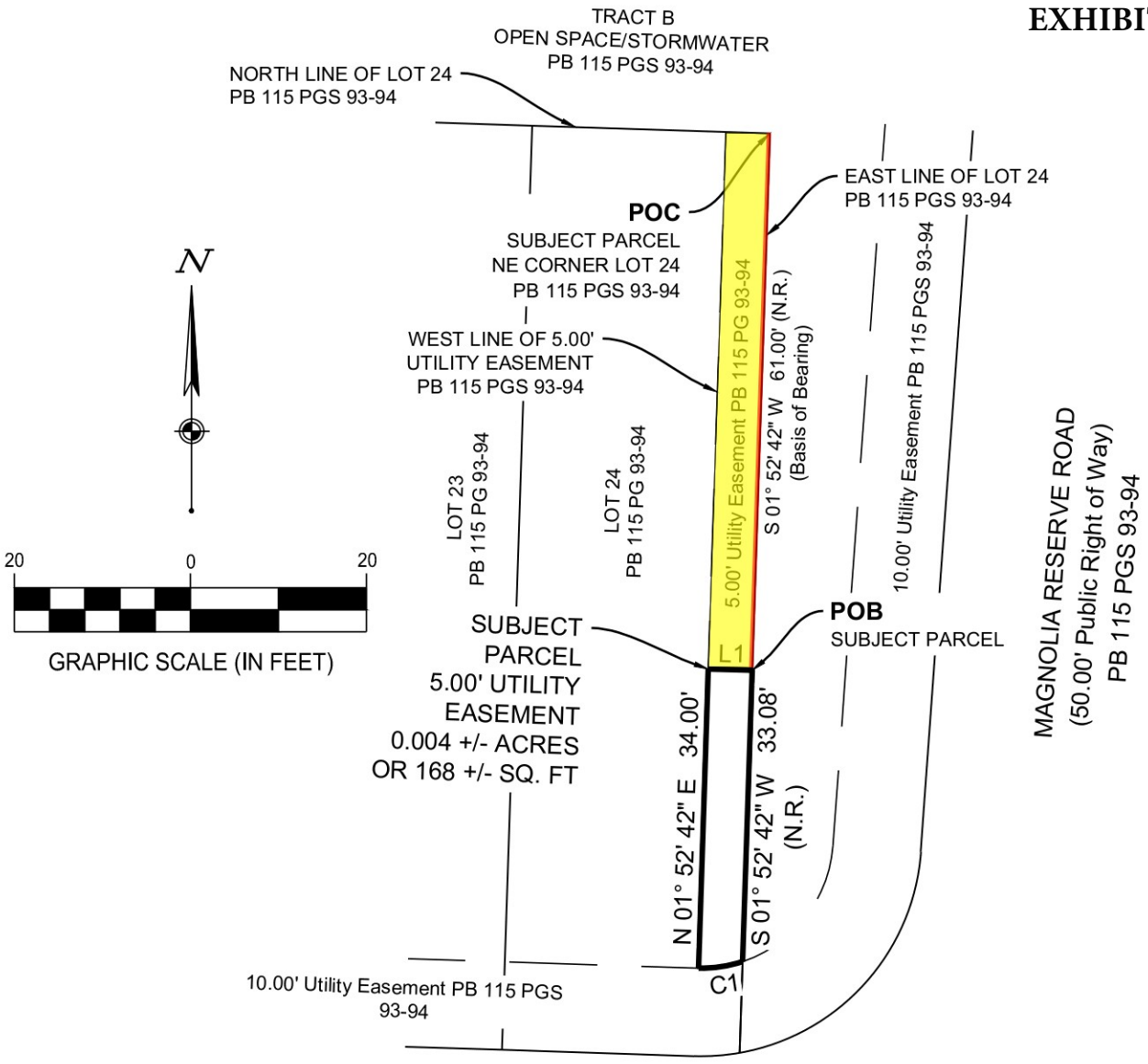
LINE TABLE		
Line #	Direction	Length
L1	S88° 07' 18"E	5.00'

CURVE TABLE				
Curve	Delta	Radius	Arc Length	Chord
C1	19° 30' 45"	15.00'	5.11'	S81° 27' 53"W, 5.08'

EXHIBIT "D"



Vacate Area 302.3 SQ FT

Length 60.7 FT

Drawing Title:	SKETCH AND DESCRIPTION UTILITY EASEMENT
	3 of 3
Project Number:	765953-01
Scale:	1"=20'
Drawn By:	DRL, JMCV
Checked By:	GPRL
Date:	February 10, 2025
Issue:	

DDCM

SKETCH AND DESCRIPTION UTILITY EASEMENT

A PORTION OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

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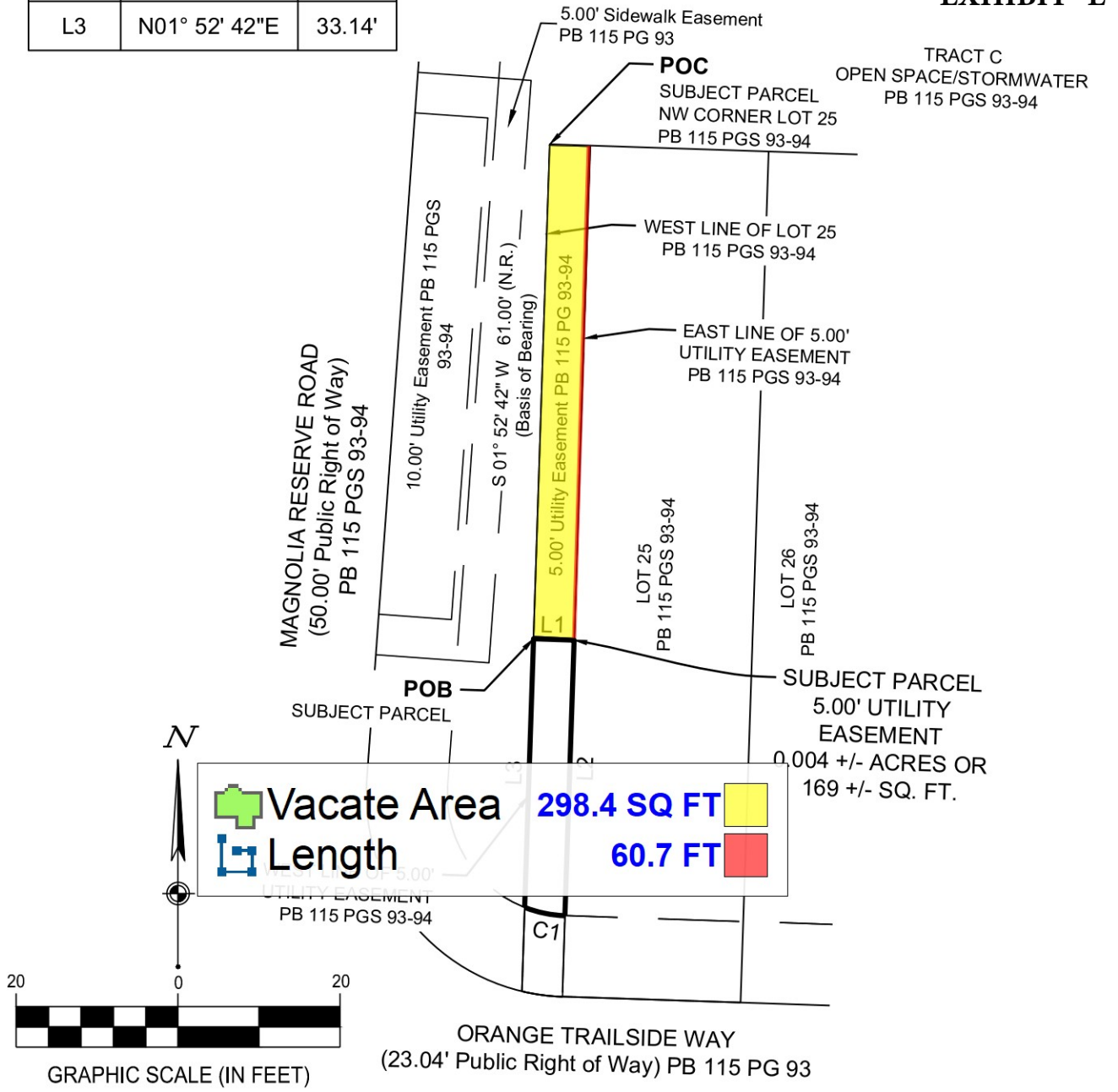
LINE TABLE		
Line #	Direction	Length
L1	S88° 07' 18"E	5.00'
L2	S01° 52' 42"W	34.00'
L3	N01° 52' 42"E	33.14'

CURVE TABLE				
Curve	Delta	Radius	Arc Length	Chord
C1	19° 28' 15"	15.00'	5.10'	N78° 23' 25"W, 5.07'

EXHIBIT "E"



Drawing Title:

SKETCH AND DESCRIPTION UTILITY EASEMENT

3 of 3

Project Number:	765953-01
Scale:	1"=20'
Drawn By:	DRL, JMCV
Checked By:	GPRL
Date:	February 10, 2025
Issue:	

DDCM

SKETCH AND DESCRIPTION UTILITY EASEMENT

A PORTION OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

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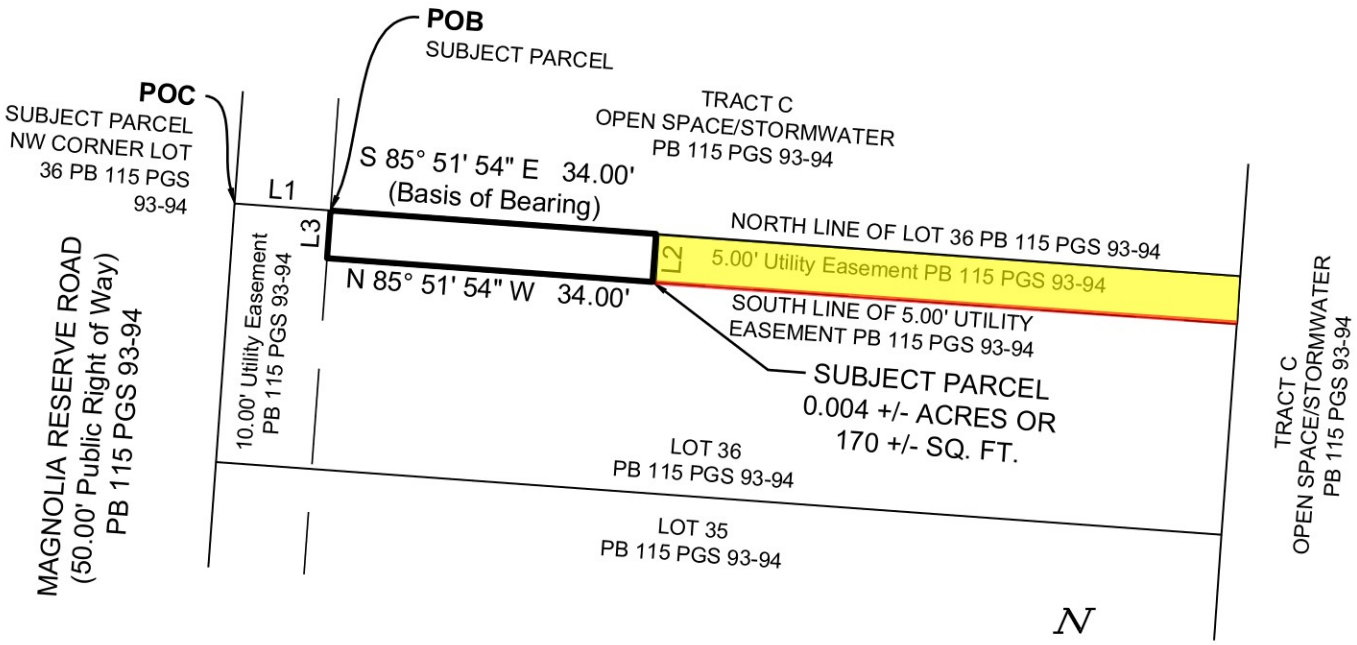
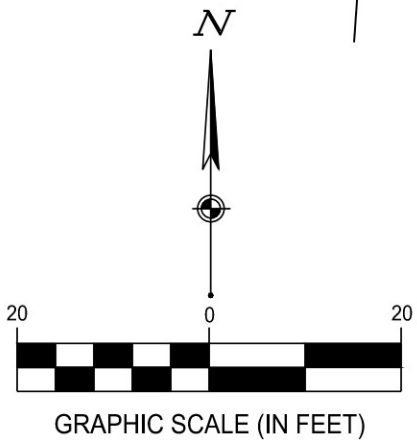
LOT 36

EXHIBIT "F"

Vacate Area	300.9 SQ FT
Length	60.7 FT





LINE TABLE		
Line #	Direction	Length
L1	S85° 51' 54"E	10.00'
L2	S04° 08' 06"W	5.00'
L3	N04° 10' 23"E	5.00'

Drawing Title:

SKETCH AND DESCRIPTION UTILITY EASEMENT

3 of 3

Project Number:	765953-01
Scale:	1"=20'
Drawn By:	DRL, JMCV
Checked By:	GPRL
Date:	February 10, 2025
Issue:	

DDCM

SKETCH AND DESCRIPTION UTILITY EASEMENT

A PORTION OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

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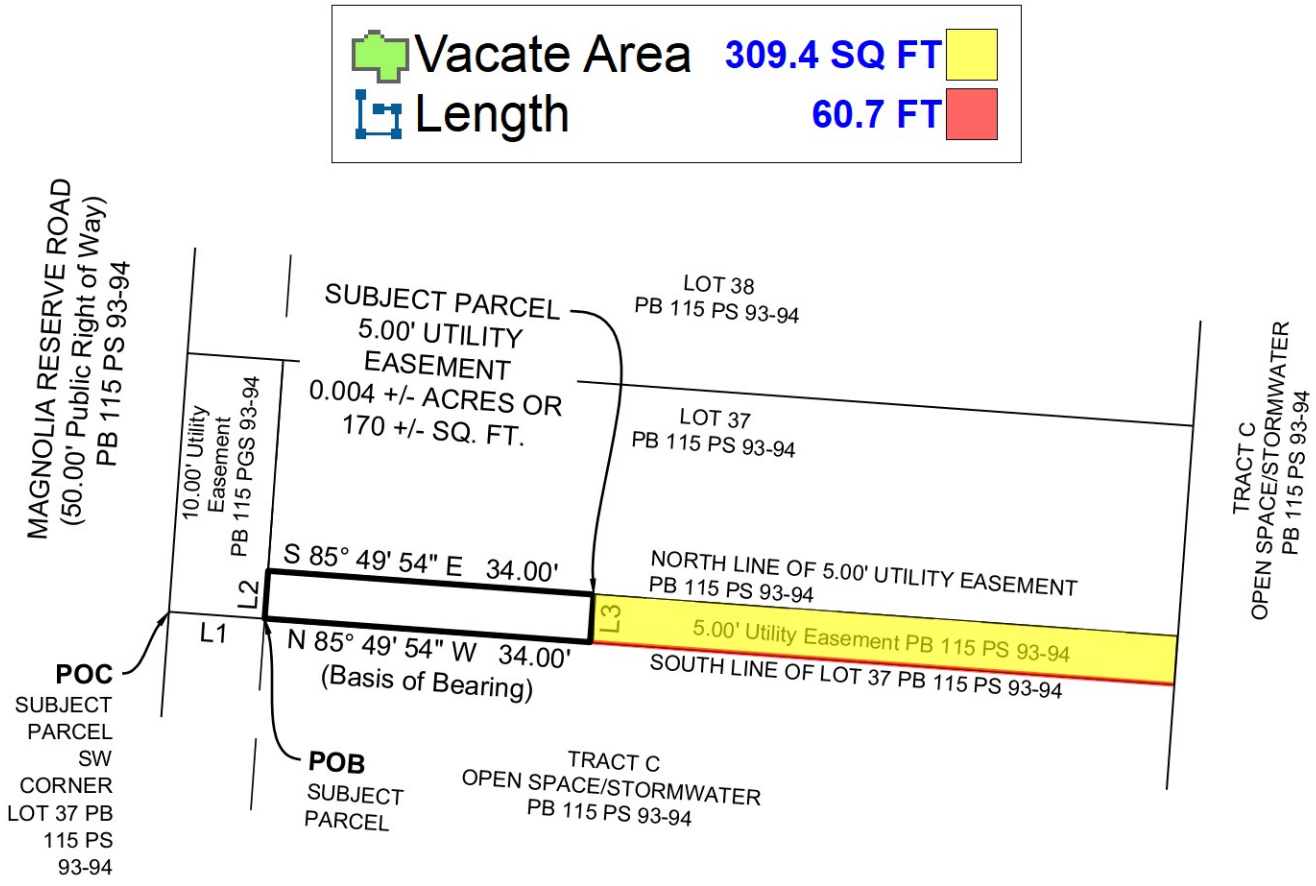
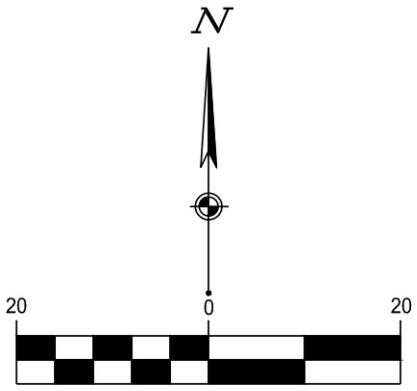
LOT 37

EXHIBIT "G"





GRAPHIC SCALE (IN FEET)

LINE TABLE		
Line #	Direction	Length
L1	S85° 51' 54"E	10.00'
L2	N04° 08' 06"E	5.00'
L3	S04° 08' 06"W	5.00'

Drawing Title:

SKETCH AND DESCRIPTION UTILITY EASEMENT

3 of 3

Project Number:	765953-01
Scale:	1"=20'
Drawn By:	DRL, JMCV
Checked By:	GPRL
Date:	February 10, 2025
Issue:	

DDCM

SKETCH AND DESCRIPTION UTILITY EASEMENT

A PORTION OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

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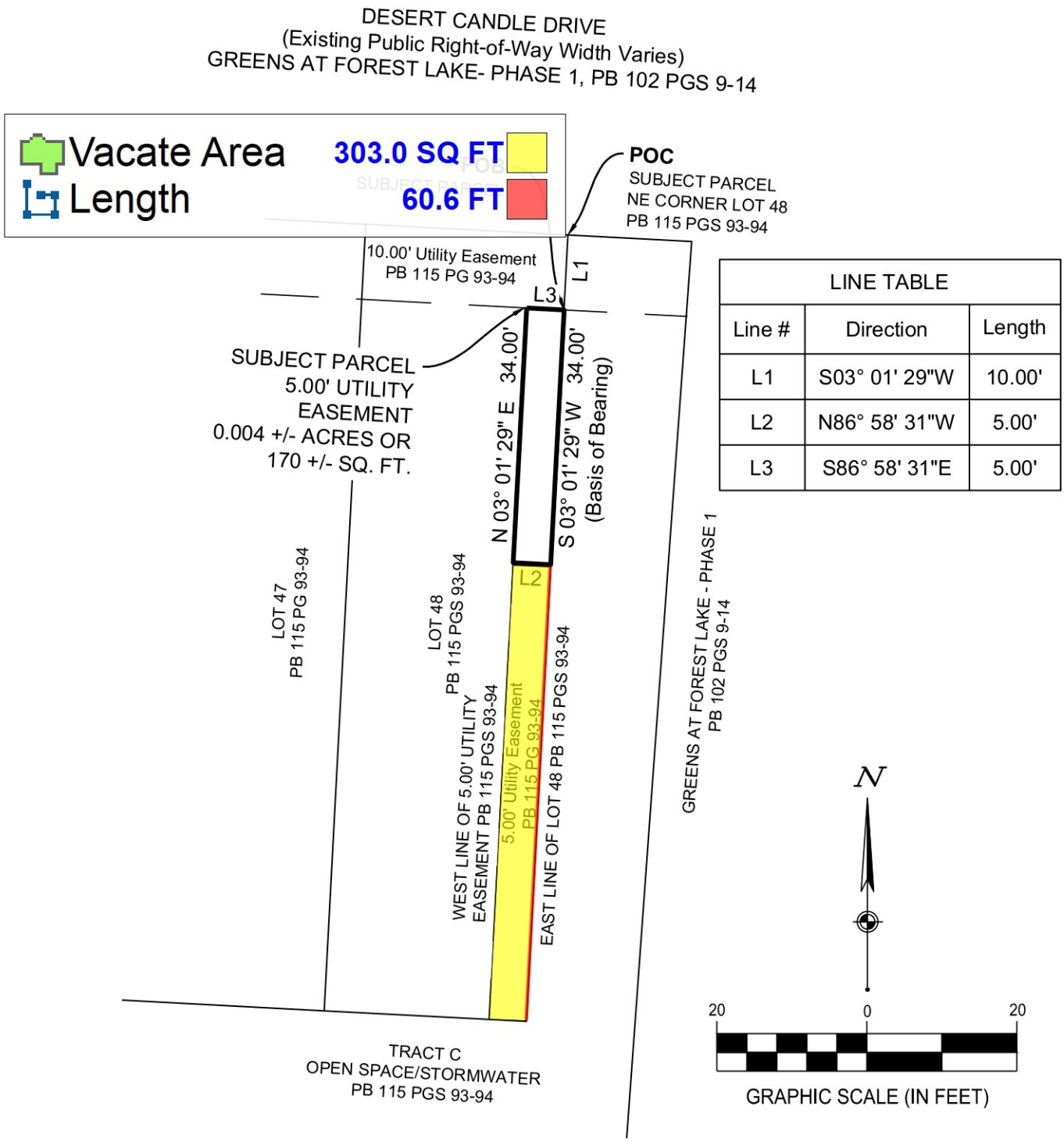
LOT 48

EXHIBIT "H"



LINE TABLE		
Line #	Direction	Length
L1	S03° 01' 29"W	10.00'
L2	N86° 58' 31"W	5.00'
L3	S86° 58' 31"E	5.00'

Drawing Title:
SKETCH AND DESCRIPTION UTILITY EASEMENT

3 of 3

Project Number:	765953-01
Scale:	1"=20'
Drawn By:	DRL, JMCV
Checked By:	GPRL
Date:	February 10, 2025
Issue:	

DDCM

SKETCH AND DESCRIPTION UTILITY EASEMENT

A PORTION OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

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WWW.CESOINC.COM

Mayor
Rusty Johnson

City Manager
Craig Shadrix

Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver, III, District 4

Submittal Date: 03/26/2026

To:		**Thai Braschi & Ronnie Lalchan, AT&T**
		Lacey Veier, Evn's Cenafils & Richard Stewarts, Centurylink
		Helene Hernandez, Spectrum
		Domingo Colon, Lake Apopka Natural Gas
		Irma Cuadra, Duke Energy
		George Shupp, Orange County Public Works
		Jen Bolling, City of Ocoee
		Brett McFarlane, City of Ocoee
Subject:	**Vacation & Abandonment of Right-of-Way or Easement Sketch and Legal Attached**	
Project Name:	**Magnolia Reserve Vacate**	
Project No.	**VAC-26-041 (Sage Project No. 2026-0009)**	

To Whom It May Concern:

The City of Ocoee received an application for vacation/abandonment of the above-referenced property and requests your input during the application process. Your company or local government may be involved or concerned with vacation/abandonment. Before the City proceeds with this application, we would appreciate your review and comments.

Please answer the following questions and provide any additional comments as needed.

	This vacation request (DOES / DOES NOT) fall under this agency's jurisdiction.
	Our utility or government (**DOES NOT OBJECT**) to this vacation/abandonment.

Comments (if any):	
Duke Energy has sent a no objection to this developer back in 2025.	

Signature:	*Irma Cuadra*
Print Name:	Irma Cuadra
Utility or Gov't. Name:	Duke Energy
Date:	March 27, 2026

Please return this form via email to:
Margie Householder, Development Review Coordinator **(407) 554-7085**
Department-Planning Division **E-Mail: mhouseholder@ocoee.org**

Mayor
Rusty Johnson

City Manager
Craig Shadrix

Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver, III, District 4

Submittal Date: 03/26/2026

To:		**Thai Braschi & Ronnie Lalchan, AT&T**
		Lacey Veier, Evn's Cenafils & Richard Stewarts, Centurylink
		Helene Hernandez, Spectrum
		Domingo Colon, Lake Apopka Natural Gas
		Irma Cuadra, Duke Energy
		George Shupp, Orange County Public Works
		Jen Bolling, City of Ocoee
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Please answer the following questions and provide any additional comments as needed.

X	This vacation request (~~DOES~~ / DOES NOT) fall under this agency's jurisdiction.
	Our utility or government (OBJECTS / DOES NOT OBJECT) to this vacation/abandonment.

Comments (if any):	
This vacation does not fall under Orange County's jurisdiction.	

Signature:	George Shupp
Print Name:	George Shupp
Utility or Gov't. Name:	Orange County, Florida
Date:	4/16/2026

Please return this form via email to:
Margie Householder, Development Review Coordinator
Department-Planning Division

(407) 554-7085
E-Mail: mhouseholder@ocoee.org

Mayor
Rusty Johnson

City Manager
Craig Shadrix

Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver, III, District 4

Submittal Date: 03/26/2026

To:		**Thai Braschi & Ronnie Lalchan, AT&T**
		Lacey Veier, Evn's Cenafils & Richard Stewarts, Centurylink
		Helene Hernandez, Spectrum
		Domingo Colon, Lake Apopka Natural Gas
		Irma Cuadra, Duke Energy
		George Shupp, Orange County Public Works
		Jen Bolling, City of Ocoee
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Subject:	**Vacation & Abandonment of Right-of-Way or Easement Sketch and Legal Attached**	
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To Whom It May Concern:

The City of Ocoee received an application for vacation/abandonment of the above-referenced property and requests your input during the application process. Your company or local government may be involved or concerned with vacation/abandonment. Before the City proceeds with this application, we would appreciate your review and comments.

Please answer the following questions and provide any additional comments as needed.

X	This vacation request (DOES / DOES NOT) fall under this agency's jurisdiction.
X	Our utility or government (OBJECTS / DOES NOT OBJECT) to this vacation/abandonment.

Comments (if any):	

Signature:	*Ronnie Lalchan*
Print Name:	RONNIE LALCHAN FOR AT&T
Utility or Gov't. Name:	AT&T
Date:	4/14/26

Please return this form via email to:
Margie Householder, Development Review Coordinator **(407) 554-7085**
Department-Planning Division **E-Mail: mhouseholder@ocoee.org**

Mayor
Rusty Johnson

City Manager
Craig Shadrix

Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver, III, District 4

Submittal Date: 03/26/2026

To:		**Thai Braschi & Ronnie Lalchan, AT&T**
		Lacey Veier, Evn's Cenafils & Richard Stewarts, Centurylink
		Helene Hernandez, Spectrum
		Domingo Colon, Lake Apopka Natural Gas
		Irma Cuadra, Duke Energy
		George Shupp, Orange County Public Works
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Subject:	**Vacation & Abandonment of Right-of-Way or Easement Sketch and Legal Attached**	
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Please answer the following questions and provide any additional comments as needed.

X	This vacation request (DOES / DOES NOT) fall under this agency's jurisdiction.
X	Our utility or government (OBJECTS / DOES NOT OBJECT) to this vacation/abandonment.

Comments (if any):	No Facilities located within the vacated areas requested

Signature:	Domingo Colon
Print Name:	Domingo Colon
Utility or Gov't. Name:	Lake Apopka Natural Gas District
Date:	3/27/2026

Please return this form via email to:
Margie Householder, Development Review Coordinator **(407) 554-7085**
Department-Planning Division **E-Mail: mhouseholder@ocoee.org**

Mayor
Rusty Johnson

City Manager
Craig Shadrix

Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver, III, District 4

Submittal Date: 03/26/2026

To:		**Thai Braschi & Ronnie Lalchan, AT&T**
		Lacey Veier, Evn's Cenafils & Richard Stewarts, Centurylink
		Helene Hernandez, Spectrum
		Domingo Colon, Lake Apopka Natural Gas
		Irma Cuadra, Duke Energy
		George Shupp, Orange County Public Works
		Jen Bolling, City of Ocoee
		Brett McFarlane, City of Ocoee
Subject:	**Vacation & Abandonment of Right-of-Way or Easement Sketch and Legal Attached**	
Project Name:	**Magnolia Reserve Vacate**	
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To Whom It May Concern:

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Please answer the following questions and provide any additional comments as needed.

☐ This vacation request (DOES / DOES NOT) fall under this agency's jurisdiction.

☐ Our utility or government (OBJECTS / DOES NOT OBJECT) to this vacation/abandonment.

Comments (if any):	

Signature:	Ronald B. Tynes Jr
Print Name:	Ronald B. Tynes Jr
Utility or Gov't. Name:	Spectrum/Charte
Date:	04/14/2026

Please return this form via email to:
Margie Householder, Development Review Coordinator
Department-Planning Division

(407) 554-7085
E-Mail: mhouseholder@ocoee.org

Mayor
Rusty Johnson

City Manager
Craig Shadrix

Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver, III, District 4

Submittal Date: 03/26/2026

To:		**Thai Braschi & Ronnie Lalchan, AT&T**
		Lacey Veier, Evn's Cenafils & Richard Stewarts, Centurylink
		Helene Hernandez, Spectrum
		Domingo Colon, Lake Apopka Natural Gas
		Irma Cuadra, Duke Energy
		George Shupp, Orange County Public Works
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Subject:	**Vacation & Abandonment of Right-of-Way or Easement Sketch and Legal Attached**	
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Please answer the following questions and provide any additional comments as needed.

DOES
DOES NOT OBJECT

This vacation request (DOES / DOES NOT) fall under this agency's jurisdiction.

Our utility or government (OBJECTS / DOES NOT OBJECT) to this vacation/abandonment.

Comments (if any):	

Signature:	*Lacey Beier*
Print Name:	Lacey Beier
Utility or Gov't. Name:	Lumen Technologies (formly known as Centurylink)
Date:	04/15/2026

Please return this form via email to:
Margie Householder, Development Review Coordinator **(407) 554-7085**
Department-Planning Division **E-Mail: mhouseholder@ocoee.org**

Serial Number
26-01506W

WEST ORANGE Times

West Orange Times
Published Weekly
Winter Garden , Orange County, Florida

COUNTY OF ORANGE

STATE OF FLORIDA

Before the undersigned authority personally appeared Lindsey Padgett who on oath says that he/she is Publisher's Representative of the West Orange Times a weekly newspaper published at Winter Garden , Orange County, Florida; that the attached copy of advertisement,

being a Notice of Public Hearing

in the matter of Public Hearing on May 19, 2026
Project # VAC-26-041

in the Court, was published in said newspaper by print in the

issues of 5/7/2026

Affiant further says that the West Orange Times complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

Lindsey Padgett

Sworn to and subscribed, and personally appeared by physical presence before me,

8th day of May, 2026 A.D.

by Lindsey Padgett who is personally known to me.

Notary Public, State of Florida
(SEAL)

Kimberly S. Martin
Comm.:HH 282034
Expires: July 25, 2026
Notary Public - State of Florida

CITY OF OCOEE
NOTICE OF PUBLIC HEARING
TO CONSIDER THE PARTIAL VACATION
OF THE REAR APPROXIMATELY 60 LINEAR FT
OF THE 5 FT UTILITY EASEMENTS
LOCATED ON LOTS 1, 12, 13, 24, 25, 36, 37, AND 48
OF THE MAGNOLIA RESERVE TOWNHOMES SUBDIVISION
PROJECT NO.: VAC-26-041

NOTICE IS HEREBY GIVEN, pursuant to Chapter 153, Article II of the Code of Ordinances of the City of Ocoee, that on **TUESDAY, MAY 19, 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 1 North Bluford Avenue, Ocoee, Florida, to consider the partial vacation of approximately 60 linear ft of the 5 ft utility easements located on lots 1, 12, 13, 24, 25, 36, 37, and 48 of the Magnolia Reserve Townhomes Subdivision and to consider the adoption of the following resolution:

A RESOLUTION OF THE CITY OF OCOEE, FLORIDA, ABANDONING AND VACATING THE REAR APPROXIMATELY 60 LINEAR FT OF THE 5 FT UTILITY EASEMENTS LOCATED ON LOTS 1, 12, 13, 24, 25, 36, 37, AND 48 OF THE MAGNOLIA RESERVE TOWNHOMES SUBDIVISION; PROVIDING FOR RECORDATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

If the proposed vacate is approved by resolution, in addition to the previously vacated front 34 linear ft of the 5 ft utility easements, refer to Resolution 2025-14, the entire 5 ft utility easements on the subject lots will be vacated.

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 meets and bounds, may be inspected at the Ocoee Development Services Department located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays. 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.

May 7, 2026 26-01506W

STAFF REPORT

Meeting Date: May 19, 2026
Item #: 15

Contact Name: Victoria Parks
Contact Number: Ext. 1023

Department Director: Melanie Sibbitt
City Manager: Craig Shadrix

Subject: Discussion of Reappointment/Appointment of Members of 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.

At the May 5, 2026, City Commission meeting, the Commission was notified that Planning and Zoning Commission appointments would be discussed and voted on at the May 19, 2026, meeting.

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 in 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. He expressed interest in being appointed as a regular member to serve his first full three-year term. Member Keller attended all meetings in 2026.

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

The City Clerk’s Department has received one additional application from Johnmichael Fernandez. Mr. Fernandez currently serves on the Code Enforcement Board and has been advised that if appointed to the Planning and Zoning Commission, he must immediately resign from the Code Enforcement Board. There are currently no other applications for this Board on file.

Issue:

Should the Honorable Mayor and City Commission consider appointing Member Keller and Member Butler as

regular members of the Planning and Zoning Commission, as requested, to complete their initial three-year terms, and appoint Johnmichael Fernandez as an alternate member, with all terms expiring in June 2029?

Recommendations:

Staff recommends the Honorable Mayor and City Commission consider appointing Member Keller and Member Butler as regular members of the Planning and Zoning Commission, as requested, to complete their initial three-year terms, and appoint Johnmichael Fernandez as an alternate member, with all terms expiring in June 2029.

Attachments:

1. Board List
2. 2026 Planning and Zoning Attendance - July to June 1
3. Kelton Butler P&Z Commission Application (2026)
4. Joel Keller P&Z Commission Application (2026)
5. Johnmichael Fernandez 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

PLANNING & ZONING COMMISSION ATTENDANCE BOARD YEAR 2025-2026

Board Member	District	Term Expires	Appointed	July	August	September	October	November Canceled - Holiday	December	January	February Canceled - No Items	March	April	May	June	Attendance Ratio
Brad Lomneck (2nd Term)	2	Jun-26	Jun-23	P	P	P	P		P	P		A	P			7/8
Lou Forges (2nd Term)	1	Jun-27	Jun-24	P	A	A	P		P	P		P	P			6/8
Joel Keller (Completing Term)	4	Jun-26	Jul-23	P	P	P	P		P	P		P	P			8/8
Derrick Chacon (1st Term)	3	Jun-27	Jun-24	P	P	A	P		P	P		A	P			6/8
Joaquin Galvan (1st Term)	2	Jun-27	Jun-24	P	P	P	A		P	A		P	P			6/8
Alt. Kelton Butler (Completing Term)	2	Jun-26	Jun-24	P	P	P	P		P	P		P	P			8/8

A = Absent
P = Present

APPLICATION FOR SERVING ON CITY BOARDS

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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
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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

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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]		

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[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):

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- ○ 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

Print Document

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Name (please print) Johnmichael Fernandez E-mail Address johnmichaelf98@yahoo.com

Home Address 1667 Fallmonte Court

Phone 321-947-3110 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 Florida Apartment Association Position Director of Local Government Affairs

Business Address

US Citizen? ☑ Yes ☐ No Registered Voter? ☑ Yes ☐ No City Employee? ☐ Yes ☑ No Dept. N/A

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

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☐	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]		

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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: UCF Bachelors of Political Science

Experience: Orange County Affordable Housing Board
Orange County Nuisance Abatement Board
Ocoee Code Enforcement Board

Special Knowledge or Skills: _____

Community/Civic Organizations & Involvement: _____

Hobbies or Special Interests: _____

ACKNOWLEDGMENT (Check Below):

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- ◉ 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 Johnmichael Fernandez Date 5/05/2026

STAFF REPORT

Meeting Date: May 19, 2026
Item #: 16

Contact Name: Victoria Parks
Contact Number: Ext. 1023

Department Director: Melanie Sibbitt
City Manager: Craig Shadrix

Subject: Discussion of Reappointment/Appointment of Regular Members and Alternate Members to 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 May 5, 2026, City Commission meeting, the Commission was notified that discussion and consideration for appointments would be made at the May 19, 2026, City Commission meeting. To date, the City Clerk's Department has received three applications from residents interested in serving on the Code Enforcement Board. Current Vice-Chair Warren Lewis has applied for reappointment as a regular member to serve an additional three-year term. In 2025, he attended 5 out of 6 meetings, and he has attended all meetings held to date in 2026. Annette Brown and Roderick Wilson have also applied for appointments as a regular member and are willing to either fill the vacant unexpired term ending in June 2027 or serve a full three-year term ending in June 2029.

There are no additional applications for this board on file.

Issue:

Should the Honorable Mayor and City Commission:

1) Consider reappointing Warren Lewis as a regular member of the Code Enforcement Board to serve a full three-year term expiring in June 2029?
2) Consider appointing Annette Brown and Roderick Wilson as regular members of the Code Enforcement Board to either:

- Fill the vacant unexpired term ending in June 2027; or
- Serve a full three-year term expiring in June 2029?

3) Provide the names of two (2) individuals to serve as alternate members, with terms expiring in June 2029?

Recommendations:

Should the Honorable Mayor and City Commission:

1) Consider reappointing Warren Lewis as a regular member of the Code Enforcement Board to serve a full three-year term expiring in June 2029?

2) Consider appointing Annette Brown and Roderick Wilson as regular members of the Code Enforcement Board to either:

- Fill the vacant unexpired term ending in June 2027; or
- Serve a full three-year term expiring in June 2029?

3) Provide the names of two (2) individuals to serve as alternate members, with terms expiring in June 2029?

Attachments:

1. Code Enforcement Board List
2. 2025 CEB Attendance Log
3. 2026 CEB Attendance Log
4. CEB Application - Warren Lewis - District 1
5. CEB Application - Annette Brown - District 2
6. CEB Application - Roderick Wilson - District 4

Financial Impacts:

None.

Type of Item: Regular

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			

CODE ENFORCEMENT BOARD ATTENDANCE 2025

Board Member		Term Expires	January	February	March	April	May	June	July	August	September	October	November	December	Attendance Ratio
Chair	Joe Bandur	Jun-28	NO MEETING	NO MEETING	NO MEETING	SUSPENDED		P	P	P	NO MEETING	A	P	P	5/6
Vice-Chair	Warren Lewis	Jun-26				SUSPENDED		P	P	P		P	A	P	5/6
Member	William Mann	Jun-25				SUSPENDED					RSND				0/0
Member	Laini Schultz	Jun-28				SUSPENDED		P	P	P		A	P	P	5/6
Member	Crystal Smalldon	Jun-26				SUSPENDED		P	P	A		A	A	A	2/6
Member	Johnmichael Fernandez	Jun-27				SUSPENDED		P	P	P		P	P	A	5/6
Member	Ravi Bickram	Jun-28				VACANT POSITION		P	P	P		P	A	P	5/6
Member	Roman Whittle	Jun-28				VACANT POSITION				P		P	P	P	4/4
ALTERNATE MEMBERS															
Alt. Member #1	Vacant	N/A													N/A
Alt. Member #2	Vacant	N/A													N/A

RSND = resigned

CODE ENFORCEMENT BOARD ATTENDANCE 2026

Board Member		Term Expires	January	February	March	April	May	June	July	August	September	October	November	December	Attendance Ratio
Chair	Joe Bandur	Jun-28	NO MEETING	P	P	P									0/12
Vice-Chair	Warren Lewis	Jun-26		P	P	P									0/12
Member	Laini Schultz	Jun-28		P	P	P									0/12
Member	Crystal Smalldon	Jun-26		A	A	RSND									0/2
Member	Johnmichael Fernandez	Jun-27		A	P	P									0/12
Member	Ravi Bickram	Jun-28		A	A	RSND									0/2
Member	Roman Whittle	Jun-28		A	A	P									0/12
Member	Vacant	Jun-29		VACANT											0/8
Vacant	Vacant	Jun-29		VACANT											0/8
ALTERNATE MEMBERS															
Alt. Member #1	Vacant	N/A													N/A
Alt. Member #2	Vacant	N/A													N/A

RSND = resigned

Print Document

Save Document

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Name (please print) Warren A. Lewis E-mail Address walewis051515@gmail.com

Home Address [redacted]

Phone [redacted] City Resident at Least 6 Months? ☑ Yes ☐ No City District # 1

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 N/A Position N/A

Business Address N/A

US Citizen? ☑ Yes ☐ No Registered Voter? ☑ Yes ☐ No City Employee? ☐ Yes ☑ No Dept. N/A

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

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

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

☐	Citizen Advisory Council for Fire Dept.[2]	☐	Parks & Recreation Advisory Board[2]
☐	Citizen Advisory Council for Police Dept.[2]	☐	Planning & Zoning Commission[1]
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☐	Human Relations Diversity Board[2]		

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[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: DOJ Leadership Excellence and Achievement Program (LEAP Graduate); Senior Executive Service (SES) Leadership Development Program (Graduate); University of the Virgin Islands; Moravian College, Bethlehem, PA

Experience: 38+ years of Federal Government Management/Leadership Experience: Vice-Chair Code Enforcement Board; Chairman Citizen Advisory Council for Ocoee PD; Member, Orange County Sheriff's Advisory Board

Special Knowledge or Skills: Motorcycle and Driver's License

Community/Civic Organizations & Involvement: HOA President, Westyn Bay Community

Hobbies or Special Interests: Memberships - Liaison Officers Association (LOA); International Association of Chiefs of Police (IACP); National Sheriff's Association (NSA); National Organization of Black Law Enforcement Executives (NOBLE); FL Sheriff's Association (FSA)

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.
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- ○ 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 Warren A. Jones Date May 6, 2026

Warren A. Lewis
[redacted]

Law Enforcement positions held and locations of positions since entry on duty in St. Thomas, Virgin Islands (1974) until retirement in Washington, DC (2015).

Department of Justice, Immigration & Naturalization Service (INS)

Special Agent – 6 years, St. Thomas, Virgin Islands
Supervisory Special Agent – 4 years, St. Thomas, Virgin Islands & Washington, DC
Assistant Director, Anti-Smuggling – 2 years, Washington, DC
Deputy Assistant Commissioner, Employer & Labor Relations – 2 years, Wash., DC
Assistant Regional Commissioner, Investigations – 4 years, Dallas, TX
Deputy District Director – 4 years, Houston, TX and Baltimore, MD
District Director – 8 years, Newark, NJ and Washington, DC

Department of Transportation, Federal Aviation Administration (FAA)

Manager, Drug Investigations Support Program – 2 years, Washington, DC

Department of Homeland Security, Immigration & Customs Enforcement (ICE)

Associate Special Agent in Charge – 1 year Washington, DC
National Program Manager (287g Program) – 1 year, Washington, DC

Department of Justice, INTERPOL Washington

Executive Officer – 8 years, Washington, DC

- **Executive Officer,** *DOJ; USNCB INTERPOL Washington; 0301; 09/16/07-09/03/15; Washington, DC*
- **Administrative Enforcement Liaison Specialist,** *DHS-ICE; OI, Division 4; 1801; 4/1/06-9/15/07; Headquarters, Washington, DC*
- **Senior Special Agent,** *DHS-ICE; OI, Division 4; 1801; 10/31/04-3/31/06; Headquarters, Washington, DC*
- **Associate Special Agent-in-Charge,** *DHS-ICE; DC-SAIC Office; 6/9/03-10/30/04; Washington, DC*
- **District Director,** *DOJ-INS; Washington, DC; 1801; 5/24/98-6/8/03*
- **(Acting) Assistant Commissioner, Investigations (6 month detail, Washington, DC; 2001)**
- **Deputy District Director,** *DOJ-INS; Baltimore, MD; 1801; 10/1/96-5/23/98*
- **District Director,** *DOJ-INS; Newark, NJ; 1801; 5/15/94-9/30/96*
- **Manager, Drug Investigations Support Program,** *DOT-FAA; Washington, DC; 1811; 7/13/92-5/14/94*
- **Assistant Regional Commissioner Investigations,** *DOJ-INS; Dallas, TX; 1811; 9/21/88-7/12/92*
- **(Acting) Deputy District Director (6 month detail, Houston, TX; 1990)**
- **Deputy Assistant Commissioner,** ELR *DOJ-INS; Washington, DC; 1811; 11/21/86-9/20/88*
- **Assistant Director, Anti-Smuggling,** *DOJ-INS; Washington, DC; 1811; 2/17/85-11/20/86*
- **Supervisory Special Agent,** *DOJ-INS; St. Thomas, VI and Washington, DC; 1811; 5/30/82-2/16/85*
- **Criminal Investigator,** *DOJ-INS; St. Thomas, VI; 1811; 2/1/74-5/29/82*

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Name (please print) Annette L. Wilson-Brown E-mail Address AnnetteBrown.Ocoee@yahoo.com

Home Address 1303 Ridgefield Ave

Phone 772-216-3201 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 Agency-Persons with Disability Position _____

Business Address 400 W Robinson St (Suite S430) Orlando Fl 32801

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 _____

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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: _____

Experience: _____

Special Knowledge or Skills: _____

Community/Civic Organizations & Involvement: _____

Hobbies or Special Interests: _____

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	Gender	Disability
○ African-American	⊗ Male	☐ Physically Disabled
○ Asian- American	○ Female	
○ Hispanic-American		
○ Native American		
○ Caucasian		

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.

Education:
Community leadership and advocacy training with extensive hands-on experience in neighborhood engagement, housing stability issues, civic participation, public policy discussions, and community outreach throughout Orange County and the City of Ocoee.

Experience:
Experienced community advocate and neighborhood leader with a strong background in working directly with residents, local leaders, and public agencies regarding community concerns, housing matters, neighborhood conditions, and quality-of-life issues. Experience includes volunteer coordination, public outreach, conflict resolution, campaign field operations, and assisting residents in navigating community resources and local government systems. Actively engaged in community improvement efforts and resident communication throughout Central Florida.

Special Knowledge or Skills:
Strong communication and listening skills; community engagement; conflict resolution; public outreach; neighborhood advocacy; leadership development; organization and planning; ability to work collaboratively with diverse communities; understanding of the importance of property maintenance, neighborhood preservation, public safety, and community standards. Experienced in reviewing concerns fairly and thoughtfully while balancing the needs of residents and the community.

Community/Civic Organizations & Involvement:
Active in community service and civic engagement efforts throughout Orange County and Ocoee. Formerly involved with Bread for the World advocating on issues impacting families and communities, including food insecurity and housing stability. Ongoing involvement in voter outreach, women's empowerment initiatives, neighborhood engagement, volunteer coordination, and local community support efforts.

Hobbies or Special Interests:
Community improvement, neighborhood engagement, mentoring, advocacy, women's empowerment, civic participation, supporting families in need, and strengthening community relationships.

Thank you for your time, consideration, and attention to this matter. I appreciate the opportunity to submit my application for consideration to serve on the Code Enforcement Board for the City of Ocoee. Understanding the upcoming deadline, I sincerely appreciate your review and consideration of my application materials.
Respectfully,

Annette Wilson- Brown

Yahoo Mail: Search, Organize, Conquer

Print Document

Save Document

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) Roderick Wilson E-mail Address rodwil7@gmail.com

Home Address 2078 Cabbage Palm Dr., Ocoee FL 34761

Phone 321 945 6898 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 Self employed Position Insurance Agent

Business Address

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

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

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

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

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

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

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

Is this for Reappointment? ☐ Yes ☑ No

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

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

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

Education: Resume Attached

Experience:

Special Knowledge or Skills:

Community/Civic Organizations & Involvement: Former President and Current Vice President PLV HOA

Hobbies or Special Interests:

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.
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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 Roderick Wilson Date 14 May 2026

RODERICK A. WILSON

Phone: (321) 945-6898 E-mail: rodwil7@gmail.com

PROFILE

Highly dedicated Retired LTC with well-developed organizational skills to meet operational demands and deadlines, critical thinker, goal oriented, demonstrated ability to lead in an emergency situation, a self-starter and works well independently or as a team. Now exploring opportunities where leadership abilities, people skills and specialized knowledge may be best utilized.

PROFESSIONAL WORK EXPERIENCE

Orange County Sheriff's Office, *Orlando, FL* **06/2022 – 10/2023**

- Deputy Recruit/Sworn Deputy/Evidence Tech I.
  - Attend and completed Basic Law Enforcement academy at Valencia School of Public Safety.
  - Receiving, Inventorying, storing and destroying of evidence when required.

Florida Forestry Service, *Orlando, FL* **01/2022 – 06/2022**

- **Dispatcher/Duty Officer.**
  - Transmit emergency information over two-way radio transmitters and computers to firefighters.
  - Dispatch forestry and fire crews by two-radio.
  - Provide information pertaining to road and weather conditions, travel directions and related information.
  - Plot exact location of wild fires.

Security Host/Walt Disney World, *Orlando, FL* **08/2018 – 01/2022**

- Perform Foreman roles in Security screening.
  - Lead and direct Cast Members in setting up the front entrance for daily operation, while ensuring all screening position were properly man. Communicate cast operational needs throughout the day. Use sound judgement in decision making throughout the day, while scheduling lunches and recommending ER's or ROS's to management.
  - Trained and mentored Cast Members in both educational and career development.
- Worked extensively in Security Operations in the parks and resorts.
  - Perform Security screening. Scanning crowds and providing constant surveillance through behavioral assessment. Operate Security vehicle for property surveillance as well as Walking Patrols.
- Provide guest service excellence to our Guests, Clients and Cast Members while protecting the interest of the Walt Disney World Company.
  - Demonstrate flexibility in quickly and effectively responding to supervisory direction for urgent issues and situational needs while handling security tasks, providing outstanding guest service and maintaining composure under pressure. Engaging guest by answering questions they have, giving directions, providing information about the theme park and surrounding areas.
- Partnered with special events working marathons and Pro Bowl.

United States Army **2003 – 2017**

Chief/Executive Director of Mobilization, *Wichita, KS and Orlando, FL* **5/2014 – 5/2017**

- Developed a $5M logistical program by clearly communicate the security mission, vision and related strategies with Regional (Army North) and National (US Northern Command), Defense Support of Civil Authorities (DSCA).
- Made decisive, sound, high quality decisions on tactical operational issues, accurately judging the urgency, response, and need for further escalation.
- Establish organizational alignment, resource needs, and department budget.
- Orchestrated mobilization training and plans between headquarters, subordinate units and internal staff by successful executing a $4.5M budget in Overseas Contingency Operations (OCO) funds.
- Successful deployment and redeployment of 20 units that consists of over 1,200 Soldiers to the Southeast Asia region.

Director, Training and Operations, *Milwaukee, WI* **5/2011 – 5/2014**

- Played key leadership role and responsible for recruiting, staffing, and cross-functional training for 35 personnel. Developed and grow team members through mentoring, coaching, developmental opportunities and feedback.
- Maintain positive, collaborative and productive work environment by quickly identifying, engaging in and resolving conflicts, fostering trust, and making recommendations for soldier development decisions.
- Communicate operational information trends to peers or other teams, elevating significant information and issues to senior leaders.
- Review daily workload and scheduled to ensure operational needs are met.
- Implemented and Reviewed new safety program metrics to continuously monitor operating procedures, training team and individual performance that also that reduced the number of accidents and injuries by nearly 40%.
- Facilitated high-impact technical training programs for over 3,000 Soldiers and civilians.
- Conducted professional investigative interviews and review involving unaccounted ammunition and missing explosives (sensitive items), forwarding disciplinary recommendation to Senior Leaders.

Operations Officer/Regional Director, *Belle Chasse, LA* **9/2009 – 5/2011**

- Managed, synchronized efforts and maintained superior relationship with subordinate organization's operations centers, business partners and $25M in resources. Foster relationships through inclusion, information sharing and teamwork.
- Mentored, managed and conducted performance reviews for a staff of four personnel.
- Conducted investigative interviews involving sexual misconduct allegations between Command Senior Advisor and Subordinates, forwarding disciplinary recommendation to Senior Leaders.
- Conducted investigative research, threat assessments and analysis in crime trends and patterns.

Resource Management, Contracting Officer Representative, *Iraq* **1/2008 – 9/2009**

- Managed a $400M budget and directed logistical and acquisition for a 20,000 prisoner facility.
- Restructured scope that resulted in a cost of $600K by systematically revising contracts with cost effective terms.
- Processed and oversaw appx $19M in contracts while serving as the Contracting Officer Representative. Trained and mentored senior level officials in contract requirements.
- Managed over 15 projects valued at appx $19M to build infrastructure and provide logistical support to five national coalition task force.

Logistics Management Officer, *Belle Chasse, LA* **6/2006 – 1/2008**

- Senior plans officer for general commodities (food, clothing, package petroleum oil and lubricants, constructions barrier materials, personal sundry items and repair parts) in the Theater Sustainment Command, Distribution Management Center with an estimated value of $900 million.
- Coordinated and resolved high dollar contract issues between liaisons from Iraq, Afghanistan, U.S. government and companies to accomplish contracts' objectives.
- Managed, implemented and developed standard operating procedures for the Support Operation and Distribution Management Center; recognized for $5M cost avoidance.
- Prepared reports for the Army, federal agencies and companies to effectively track $1B in contracts.

Operations Officer, *Kaiserslautern, Germany* **9/2003 – 6/2006**

- Synchronized the operational mission of force protection, security operations, behavioral assessment, area damage control, Nuclear Biological Chemical systems and main supply routes. Responsible for the health, welfare, morale and discipline

of 25 assigned soldiers.

- Revitalized organization's security program and streamlined processes.
- Coordinated key functional areas in logistics, security, planning and allocating funds for $3.5M project.

EDUCATION

Columbia Southern University
Master of Business Administration, Health Care Management June 2006.

Southern Connecticut State University
Bachelor of Science, Accounting May 1991.

CERTIFICATIONS AND PROFESSIONAL DEVELOPMENT

Class D Security License
Advanced Leadership and Critical Thinking Training
Theater Logistics Course
Supply Chain Management
Strategic Logistics Planning
Strategic Planning
Senior-level Leadership School
Technical and Management Development Course
Secret/Department of Defense Clearance

AFFILIATIONS

The International Society of Logistics – DML

STAFF REPORT

Meeting Date: May 19, 2026
Item #: 17

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

Department Director: Thomas Smothers
City Manager: Craig Shadrix

Subject: Discussion and Direction for Funding Emergency Medical Services with a Dedicated EMS Enterprise Fund. (Deputy Fire Chief Van Camp)

Background Summary:

In light of proposed state legislative changes aimed at reducing property taxes, the City anticipates a meaningful impact on local government tax revenues. In response, the City Manager has asked all departments to proactively identify revenue-generating functions that could be transitioned away from General Fund support to an Enterprise fund.

Through this review, the Fire Department has identified Emergency Medical Services (EMS) as a strong candidate for transition to a self-supporting Enterprise Fund model. Rather than relying on General Fund resources, EMS operations would be sustained through the revenues generated which will create a more resilient and transparent funding structure.

This transition is expected to deliver several important benefits:

• Reduced General Fund reliance, helping to offset the impact of anticipated state driven revenue reductions

• Greater operational flexibility to respond to changing service demands and opportunities for additional revenue

• Improved service delivery capabilities through staffing

Staff is requesting authorization and direction to return with a proposed ordinance, developed as part of the budget process, formally establishing an EMS Division and an EMS Enterprise Fund. Additional information and a presentation by the Fire Department will provide additional context and analysis to support the Council's consideration.

Issue:

Should the Honorable Mayor and City Commission direct staff to return with an ordinance for first and second reading establishing an EMS Division and EMS Enterprise Fund, and to include the EMS Division and Enterprise Fund in the proposed Fiscal Year 2026–2027 budget?

Recommendations:

Staff recommends the Honorable Mayor and City Commission direct staff to return with an ordinance for first and second reading establishing an EMS Division and EMS Enterprise Fund, and to include the EMS Division and Enterprise Fund in the proposed Fiscal Year 2026–2027 budget.

Attachments:

1. EMS Division Enterprise Fund Proposal

Financial Impacts:

There is no immediate fiscal impact associated with this action item. Approval of this item would authorize staff to draft and return with a proposed ordinance establishing an EMS Division and EMS Enterprise Fund as part of the FY 2026/2027 budget process.

Type of Item: Regular

EMS ENTERPRISE FUND PROPOSAL

Introduction

The City of Ocoee Fire Department has an opportunity to strategically enhance its emergency services through the creation of a dedicated Emergency Medical Services (EMS) Division supported by an Enterprise Fund. This initiative represents a forward-looking approach that strengthens operational effectiveness, promotes workforce stability, and aligns financial resources to meet service demands.

This proposal presents a strategic enhancement through the creation of a dedicated EMS Division supported by an Enterprise Fund model. This approach builds on the Department's existing strengths while providing financial transparency, minimizing pressure on the General fund and establishing a stable funding mechanism capable of adapting to community growth.

Executive Summary

The City of Ocoee Fire Department proposes the establishment of a dedicated EMS Division supported by an Enterprise Fund model. By treating EMS as an enterprise service similar to utilities or other fee-supported operations, the City gains greater control over costs while maintaining exceptional emergency response capabilities. This initiative is designed to:

- Enhance EMS service delivery through dedicated paramedic staffing
- Strengthen fire suppression readiness through improved personnel allocation
- Align EMS-generated revenue directly with EMS expenditures
- Improve transparency and accountability in EMS operations
- Reduce reliance on tax-supported funding mechanisms

Importantly, this model creates the opportunity to reduce the financial burden on the City's General Fund budget, which may translate into the stabilization, or potential reduction, of fire service fees for residents and businesses in the future.

Background

As the City continues to grow, EMS call volume and transport demand have increased. This growth presents an opportunity to refine how EMS services are delivered and funded.

The current dual-role staffing model—where firefighter/paramedics perform both suppression and transport functions—has been effective, but evolving demand creates an opportunity to better align personnel with specific service needs. By enhancing specialization, the Department can improve both EMS responsiveness and fire suppression readiness.

Operational Alignment Opportunities

Service Delivery Optimization

- EMS transport demand continues to grow
- Opportunity to enhance unit availability and reliability

Workforce Optimization

- Expanded hiring pool through paramedic-only positions
- Improved role clarity and specialization

Deployment Enhancement

- Ability to align staffing with apparatus deployment needs
- Supports long-term operational consistency

Financial Alignment

- EMS generates revenue that can be more directly aligned with operational costs
- Opportunity to improve transparency and cost recovery

Proposed EMS Division Structure

Staffing Model

The EMS Division will consist of single-certified paramedics (PMOs):

- Dedicated EMS personnel assigned to transport and medical response
- Civilian (non-firefighter) classification
- Fully integrated within Fire Department operations

This model allows:

- Reassignment of firefighter/paramedics to suppression apparatus

- Improved balance between EMS and fire operations
- Enhanced system reliability

Enterprise Fund Framework

Overview

The EMS Division will operate as a self-supported enterprise system, where:

- EMS-generated revenue funds EMS operations
- All direct and indirect costs are fully allocated
- The system operates independently from the General Fund

Key Financial Benefit

By transitioning EMS to an Enterprise Fund:

- The General Fund budget for the Fire Department budget will be reduced by approximately $1.86 million
- This represents a significant reduction in tax-supported expenditures
- Over time, this may allow the City to:
  - Stabilize fire service fees
  - Reduce upward pressure on residents and businesses
  - Provide greater resilience during economic fluctuations
  - Improve long-term financial flexibility

Cost Allocation

All costs—including shared overhead—are proportionally allocated and reimbursed through the Enterprise Fund:

- Personnel
- Equipment and vehicles
- Facilities and utilities
- Insurance and administrative services

Operational Benefits

1. Enhanced Fire Suppression Readiness

- Improved staffing alignment supports full apparatus deployment
- Increased operational consistency

2. Improved EMS Service Delivery

- Two paramedics per unit
- Increased availability and reliability
- Higher level of patient care

3. Workforce Expansion

- Broader recruitment pool
- Improved retention potential
- Reduced workload strain

4. Financial Sustainability

- EMS becomes a revenue-supported service
- Reduced reliance on property tax funding

5. Transparency

- Clear tracking of EMS costs and revenue
- Improved reporting and accountability

Financial Position

The proposed model demonstrates that:

- EMS operations can fully fund themselves
- Revenue projections support ongoing operations and capital needs
- The system can generate positive net revenue, providing flexibility for reinvestment

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Key Financial Insight

EMS operations not only sustain themselves under this model, but also reduce the Fire Department's reliance on tax-supported funding—creating the potential for long-term stabilization or reduction of fire service fees. The EMS Enterprise Fund introduces a

stable financial framework that grows alongside service demand. EMS transport revenue, Medicare & Medicaid reimbursements, supplemental funding programs and service-based billing collectively create a dedicated funding stream to support the Fund.

Policy-Level Financial Conclusion

The EMS Division and Enterprise Fund model:

- Transitions EMS from a cost center to a self-sustaining service
- Reduces pressure on the Fire Department's budget
- Enhances financial flexibility for the City
- Aligns service costs with service demand

Bottom Line

With enactment of the EMS Division and Enterprise Fund:

- EMS becomes fully self-funded
- Fire suppression resources are better aligned
- The City gains financial flexibility
- Residents and businesses may benefit from reduced fire fee pressure

By implementing this model, the City of Ocoee will enhance operational resilience and ensure that emergency services remain sustainable and responsive to years to come.

Recommendations

Based on the operational, financial, and service delivery benefits outlined in this proposal, it is recommended that the City:

- Authorize the establishment of an Enterprise Fund to support the EMS Division.
- Approve the hiring of twelve (12) full-time single-cert paramedics and up to six (6) part-time single-cert paramedics to support staffing and overtime coverage, as needed.
- Approve the reassignment of personnel to staff a fourth engine, including the reclassification of three (3) positions to Engineer and three (3) positions to Lieutenant.

These recommendations are structured to minimize fiscal impact by utilizing EMS-generated Enterprise revenues to support EMS operations, while personnel cost adjustments are managed within the overall funding model.

Fiscal Impact Summary

EMS Division (PMO Model) & Fire Suppression Staffing Restoration

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Overview

This analysis compares the financial impact of:

1. Status Quo (Current Model)
2. Proposed EMS Division (PMO Model + Enterprise Fund)
3. Restoration of 4th Engine Company Staffing

The goal is to demonstrate how EMS-generated revenue can offset personnel costs and support the Department's ability to restore full suppression staffing.

Estimated Annual Costs

A. EMS Staffed with Fire Suppression Personnel

Component	Estimate
Personnel per Ambulance (minimum staffing)	4 per shift
Total Positions Required (24/48 schedule)	12 FTEs
Avg. Fully Loaded Cost per Firefighter	$134,337.57
Paramedic Incentive for (6) PM's	$9,600
Total Annual Cost	**$1,621,651**

B. EMS Division (PMO Model)

Component	Estimate
Number of PMOs (24/48 schedule)	12 (2 per unit)
Avg. Salary (Base)	$55,000

Component	Estimate
Fully Loaded Cost per PMO	$100,016
Cost of Administrative Personnel	$201,119
Total Annual Cost	**$1,401,311**

Estimated EMS Revenue (Enterprise Fund)

Transport-Based Revenue

Metric	FY27 Estimates
Avg. Net Revenue per Transport	$433.51
Annual Transports	4,453
Annual Revenue (per unit)	$965,210
Annual Revenue (2 units)	**$1,930,420**

Additional Revenue Sources

Source	FY27 Estimates
EMS/PEMT/MCO - ST & VENDOR SHARE	$1,007,901
Windermere Contract (86%)	$781,276
Total Supplemental Revenue	**$1,789,177**

Net Financial Impact

EMS Division (Per Transport Unit)

Category	FY27 Estimates
Total EMS Revenue	$3,719,597
PMO Staffing Cost (incl. Admin Staff)	$1,401,311
Operating Costs (fuel, supplies, 12% Admin)	$1,196,833
Net Positive Revenue	**$1,121,453**

Strategic Financial Position

Key Takeaways

- EMS transport operations generate sufficient revenue to fully fund EMS staffing and operations
- Surplus EMS revenue can be used to support capital replacement (ambulance in FY27, equipment, etc.)

Cost Comparison: Current vs. Proposed Model

Category	Current Model	Proposed Model
EMS Staffing	Firefighter/Paramedics	PMOs (single-cert paramedics)
Funding Source	General Fund	Enterprise Fund (EMS revenue)
Suppression Staffing Impact	Reduced (due to transport)	Restored (personnel reallocated)
ISO Capability	Not achievable	Achievable with added staffing
Financial Transparency	Limited	High

Policy-Level Financial Conclusion

The proposed EMS Division and Enterprise Fund model:

- Transforms EMS from a cost center into a revenue-supported service
- Provides a fiscally neutral funding mechanism to support staffing increases
- Reduces reliance on property tax-supported General Fund dollars
- Creates a fiscally neutral pathway to restore the 4th engine company and ISO Class 1 rating

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Bottom Line

With implementation of the EMS Division and Enterprise Fund:

- EMS operations can pay for themselves
- The City gains financial flexibility
- The Department can strategically reinvest resources into fire suppression staffing

STAFF REPORT

Meeting Date: May 19, 2026
Item #: 18

Contact Name: Michael Rumer
Contact Number: Ext. 6434

Department Director: Michael Rumer
City Manager: Craig Shadrix

Subject: Presentation on the City of Ocoee Fire Services Assessment Fee Program to Include a Revised Methodology and Set June 16th, 2026, as the Hearing Date to Adopt the Initial Assessment Resolution for FY 26-27. (Assistant City Manager Rumer)

Background Summary: The City currently imposes a fire assessment fee within its incorporated area based on a study conducted by Anser Advisory on July 15, 2025. The study is intended to: i) Determine the full costs of providing fire services within the City, ii) Review such final cost determination with the City to determine which elements provide the requisite special benefit to the assessed properties, iii) Determine the relative benefit anticipated to be derived by property classes within the City from the delivery of fire services, iv) Recommend the fair and reasonable apportionment of assessable costs among benefited parcels within the City, v) Calculate assessment rates for Fiscal Year 2025-26 based on the Fiscal Year 2024-25 adopted budget, vi) Ensure that the recommended assessment rates conform to the statutory requirements of the Uniform Method.

For Fiscal Year 2026, the annual Fire Service Assessment rate was set at $139.23 per fire protection unit. For FY 2026, this assessment rate is estimated to generate approximately $4,966,862 in revenue with the 4% early payment discount, covering around 36% of the Fire Department's total budgeted expenditures. It is important to note that fire assessment fees cover fire protection services only and do not include EMS-related transport services. On May 20, 2025, the City Commission voted 4-0 for the revised Fire Assessment Fee for one (1) year with a request to work through a solution for the future such as a fee to cover 100% of the cost of the Fire Department. Anser Advisory was contracted to assist the City in updating the program with new budget projections and to identify new methodologies that could shift the burden of the assessments to non-residential and still maintain a highly defendable and equitable program. Anser did this by developing two methodologies for the City’s consideration, and showing what the Unincorporated Orange County Fire Millage rate would generate. The two new (2) methodologies include:

- Demand/Availability methodology
- Historical Demand methodology

The Unincorporated Orange County Fire Millage Rate @ 2.84 mills would generate approximately $14,714,082 in revenue.

Staff is requesting the City Commission select one of the two (2) Fire Service Assessment Program methodologies in lieu of the existing program based on staff's recommendation provided during the presentation, and to schedule June 16th, 2026, as the hearing date to adopt the Initial Assessment Resolution

under the Regular agenda.

Issue:
Should the Honorable Mayor and City Commission authorize staff to update the city's existing Fire Services Special Assessment Program to fund assessable costs associated with providing Fire Services and set June 16th, 2026, as the hearing date to adopt the Initial Assessment Resolution?

Recommendations:
Staff recommends the Honorable Mayor and City Commission authorize staff to update the city's existing Fire Services Special Assessment Program to fund assessable costs associated with providing Fire Services and set June 16th, 2026, as the hearing date to adopt the Initial Assessment Resolution?

Attachments:
None

Financial Impacts:
No impact with this agenda item.

Type of Item: Regular