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

August 4, 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**

  HAPCO Jazz Fest 2027

  Healthy Selfie Day Proclamation

- **STAFF REPORTS AND AGENDA REVIEW**

- **PUBLIC COMMENTS**

- **CONSENT AGENDA**

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

  1. Approval of Minutes from the Regular City Commission Meeting held July 21, 2026. **(City Clerk Sibbitt)**
  2. Approval of New Appointment to the Code Enforcement Board. **(City Clerk Sibbitt)**
  3. Approval of the Inspiration Planned Unit Development (PUD) Non-Substantial Amendment to PUD. **(Community Development Administrator McFarlane)**
  4. Approval of Ocoee Pickleball Complex - Vasant Sports LLC Large-Scale Final Site Plan; Project No. LS-2026-008. **(Development Services Director Lepp)**
  5. Approval of Extension of the City of Ocoee’s Banking Services Agreement with Truist Bank. **(Finance Director Weber)**
  6. Approval to Piggyback OMNIA's Contract with Fifth Asset Inc. for the DebtBook Debt and Cash Management Software as a Service (SaaS) Platform. **(Finance Director Weber)**
  7. Approval for Orange County Soil & Water Conservation District 2 Supervisor Jim Moyer to Use the Tom Ison Senior and Veterans Center. **(Parks and Leisure Services Deputy Director Gaines)**
  8. Approval of Road Closure for the Ocoee High School Homecoming Parade on October 21, 2026. **(Planner II Belizaire)**

9. Approval of Purchase and Upfit of a Patrol Vehicle. **(Police Chief Ogburn)**
10. Approval of Resolution Establishing Fines for Micromobility Violations. **(Police Chief Ogburn)**
11. Approval to Trade in Older Rifles for Credit Towards the Purchase of New Rifles. **(Police Chief Ogburn)**
12. Approval of the One-Year Optional Renewal of the Continuing Contracts for RFP #21-005 Continuing Geotechnical Testing Services. **(Procurement Manager Tolbert)**
13. Approval of Award for RFP #26-008 Citywide HVAC Maintenance Term Contract. (**Procurement Manager Tolbert**)
14. Approval of Change Order No. 3 for ITB #24-008 Ocoee WWTF Electrical Upgrade & Expansion - Rebid Project. **(Utilities Director Bolling)**

- **FIRST READING OF ORDINANCE**

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

15. Second Reading of Ordinance for Fiscal Year 2025-26 Budget Amendment. **(Finance Director Weber)**
16. Second Reading of Ordinance Amending Chapter 7 of the City Code: Enforcement of Code. **(Police Chief Ogburn)**

- **PUBLIC HEARING**

- **REGULAR AGENDA**

- **MAYOR'S ANNOUNCEMENTS**

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

- **ADJOURNMENT**

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

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

Proclamation

Whereas, Healthy West Orange was launched in 2016 to inspire healthy behaviors and provides resources to help residents make better lifestyle choices; and

Whereas, For the past 10 years, Healthy West Orange has united residents, organizations, businesses, schools, and local governments around the shared vision of creating one of the healthiest communities in the nation; and

Whereas, Healthy West Orange champions programs, events, and initiatives that encourage healthy lifestyles and meaningful community engagement; and

Whereas, Healthy West Orange advocates healthy community decisions and encourages local leaders to keep their communities' health and wellness a top priority; and

Whereas, the West Orange Healthy Selfie campaign was established in 2016 as a fun and engaging way to encourage residents to celebrate healthy living and share positive wellness activities throughout the community; and

Whereas, Healthy West Orange declares the third Friday in September as the Annual West Orange Healthy Selfie Day.

Therefore, it is my great pleasure and privilege as the Mayor of the City of Ocoee, Florida to declare Friday, September 18, 2026, as

West Orange Healthy Selfie Day

and in celebration of the 10th Anniversary of Healthy Selfie, I urge all citizens to join in supporting this initiative.

In witness thereof, I have hereunto set my hand and caused the City Seal to be affixed this 4th day of August, 2026.

Rusty Johnson, Mayor

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

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

REGULAR CITY COMMISSION MEETING

- **CALL TO ORDER** 6:16 PM

Mayor Johnson called the regular session to order at 6:16 PM in the Commission Chambers of City Hall. The invocation was led by **Ages Hart,** *Ocoee Resident*, followed by the Pledge of Allegiance to the Flag led by **City Attorney Geller**. **City Clerk Sibbitt** called the roll and declared a quorum present.

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

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

- **PRESENTATIONS AND PROCLAMATIONS -** None

- **STAFF REPORTS AND AGENDA REVIEW -** None

- **PUBLIC COMMENTS** 6:17 PM

The following persons addressed the City Commission:

- **Joanna Adamo**, *Ocoee Resident*, requested the City's assistance in helping keep the West Orange Center open beyond this year. Following brief discussion, the City Commission directed the City Manager to contact the Healthy West Orange to discuss coordinating its senior group with the West Orange Center's senior group.
- **Dr. Jim Moyer**, *Soil and Water Conservation District 2 Supervisor*, gave a brief presentation on the importance of water conservation. He also requested that the City provide office space for two hours each month to offer one-on-one assistance to residents regarding soil and water resource matters of interest.

- **CONSENT AGENDA** 6:26 PM

Motion: Move to pull Item #4 for separate discussion and consideration; Moved by Commissioner Oliver, seconded by Commissioner Kennedy.

Consent Agenda Motion
Motion: Move to adopt Consent Agenda Items #1- #3 and Items #5-19 with Item #4 being pulled for separate discussion and consideration; Moved by Commissioner Wilsen, seconded by Commissioner Oliver; Motion carried unanimously.

1. Approval of Minutes from the Regular City Commission Meeting held July 7, 2026. **(City Clerk Sibbitt)**
2. Approval of the 2027 Holiday Schedule and Canceling Seven (7) Scheduled Meeting Dates. **(City Clerk Sibbitt)**

3. Approval of Resolution Establishing the Qualifying Period for the Election to be Held in March 2027. **(City Attorney Geller)**
4. Approval of an Access Easement Agreement with Silvestri Investments of Florida, Inc. for the Market Store at Prairie Lake. **CONTINUED FROM THE JULY 7, 2026, CITY COMMISSION MEETING. (Community Development Administrator McFarlane)**

Commissioner Oliver expressed concerns with public safety as the site plan did not include the proposed traffic signal at the intersection of Ocoee Vista Parkway and Clarke Road, or the two deceleration lanes on Clarke Road. **Commissioner Wilsen** read a portion of the staff report stating that the developer indicated the installation of a traffic signal at the referenced intersection would benefit the project and that City staff and the developer are working collaboratively to develop a mutually agreeable plan for the traffic signal. **City Manager Shadrix** responded to her comment. **Mayor Johnson** stated that he voted in opposition to the item at the previous meeting and requested that the City-owned property be considered for use as a natural park with benches for neighboring residents, rather than being developed in a manner that would generate additional traffic. **Commissioner Kennedy** inquired whether the easement was included in the contract, as it is necessary for the design of the deceleration lanes. **Development Services Director Lepp** addressed his question. **Commissioner Kennedy** confirmed that the City's role is to fulfill its contractual obligation by granting the requested access. Further discussion ensued and clarification was requested on whether the developer could begin construction on the project before the signal is installed. **Development Services Director Lepp** addressed their concerns.

Motion: Move to approve Item #4 - Access Easement Agreement with Silvestri Investments of Florida, Inc. for the Market Store at Prairie Lake; Moved by Commissioner Firstner, seconded by Commissioner Kennedy; Motion carried 4-1 with Commissioner Oliver opposing.

5. Approval of the Third Amendment to the Restated Interlocal Cooperation Agreement Between Orange County, Florida, and City Of Ocoee, Florida, for Community Development Programs Under the Urban County Program **(Community Development Administrator McFarlane)**
6. Approval of a Two-Year Warranty Surety Bond and Maintenance, Materials, and Workmanship Agreement for GS Crown Point Owner, LLC for the Elan Crown Point. **(Development Engineer Keaton)**
7. Approval to Submit Grant Application and Accept Award to the Florida Firefighter Cancer Decontamination Grant for Two Vehicle Exhaust Capture Systems. **(Deputy Fire Chief Van Camp)**
8. Approval of Proposed Tentative Millage Rate for Fiscal Year 2026-2027 Budget. **(Finance Director Weber)**
9. Approval of Declaration and Disposition of Scrap City Property at Forest Lake Golf Club. **(Parks and Leisure Services Director Johnson)**
10. Approval of Demolition of 611 N. Lakewood Ave. **(Police Chief Ogburn)**
11. Approval of the Disposal of Old Furniture for the Police Department. **(Police Chief Ogburn)**
12. Approval of Police Department Vehicle Purchase. **(Police Chief Ogburn)**

13. Approval of the Two (2)-Year Extension of the Exclusive Franchise Agreements for Residential Construction & Demolition Debris Removal (RFQ21-007). **(Procurement Manager Tolbert)**
14. Approval to Renew Piggyback Toho Water Authority Contract #RFP-16-015 for Biosolids Hauling, Treatment and Disposal Services Contract with Shelley's Environmental Systems. **(Procurement Manager Tolbert)**
15. Approval of Project Awarded Funding under the Hazard Mitigation Grant Program (HMGP) Watershed Planning Program (WPP). **(Public Works Engineer Burch)**
16. Notification of Cumulative Expenditures with AC Signs, LLC and Approval to Continue Utilizing AC Signs, LLC as a Single Source Vendor. **(Recreation Operations Manager Hogan)**
17. Approval of Septic-To-Sewer Initial Assessment Resolution. **(Utilities Director Bolling)**
18. Approval of Resolution Establishing Intent to Reimburse Certain Capital Expenditures - Utilities Project **(Finance Director Weber)**
19. Approval of Resolution Establishing Intent to Reimburse Certain Capital Expenditures - Forest Lake Golf Course. **(Finance Director Weber)**

- **FIRST READING OF ORDINANCE** 6:39 PM

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

City Attorney Geller read the title of the ordinance, and it was announced that this will be presented as a second reading and public hearing at the City Commission meeting scheduled for August 4, 2026, at 6:15 PM or soon thereafter.

21. First Reading of Ordinance Amending Chapter 7 of the City Code: Enforcement of Code. **(Police Chief Ogburn)**

City Attorney Geller read the title of the ordinance, and it was announced that this will be presented as a second reading and public hearing at the City Commission meeting scheduled for August 4, 2026, at 6:15 PM or soon thereafter.

- **SECOND READING OF ORDINANCE – PUBLIC HEARING** 6:41 PM

22. Second Reading of an Ordinance Establishing Procedural Rules to Challenge Candidates to the City Commission under Section C-10 and Section C-11 of the City Charter. **(City Attorney Geller)**

City Attorney Geller presented an overview of the ordinance for establishing procedural rules to challenge candidates to the City Commission under Section C-10 and Section C-11 of the City Charter. He briefly explained the City Clerk's limited role during the candidate qualifying process, the City Commission's responsibility as the judge of candidate qualifications, and the procedures for challenging a candidate's qualifications.

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 2026-11 providing for an Ordinance Establishing Procedural Rules to Challenge Candidates to the City Commission under Section C-10 and Section C-11 of the City Charter; Moved by Commissioner Wilsen, seconded by Commissioner Kennedy; Motion carried 5-0.

23. Second Reading of an Ordinance Establishing an Emergency Medical Services Division and Emergency Medical Services Enterprise Fund and Approval of a Resolution Adopting Rates, Charges, and Fees for EMS Services and Transport. **(Fire Chief Smothers)**

Fire Chief Smothers presented a brief overview of the ordinance for establishing an Emergency Medical Services Division and Emergency Medical Services Enterprise Fund. He explained the need for the proposed change, outlined the proposal, and discussed the financial costs associated with implementing it to promote funding transparency.

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.

Commissioner Firstner inquired whether they were aware of the current paramedic labor pool availability in Central Florida. **Fire Chief Smothers** addressed his question.

Motion: Move to approve Ordinance 2026-12 providing for an Establishing an Emergency Medical Services Division and Emergency Medical Services Enterprise Fund; Moved by Commissioner Firstner, seconded by Commissioner Kennedy; Motion carried 5-0.

Motion: Move to approve Resolution 2026-10 Adopting Rates, Charges, and Fees for EMS Services and Transport; Moved by Commissioner Firstner, seconded by Commissioner Oliver; Motion carried 5-0.

24. Second Reading of Ordinance for the Text Amendment to the Land Development Code, Creating Section 4-13 to Establish Regulations and Procedures for Certified Recovery Residences. **(Community Development Administrator McFarlane)**

Community Development Administrator McFarlane presented a brief overview of the proposed text amendment to establish regulations and procedures for certified recovery residences, including a process for requesting reasonable accommodations, as required by Chapter 2025-182, Laws of Florida. He explained that the text amendment is being proposed to comply with the new State Statute. The City has no Certified Recovery Residences currently.

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.

Commissioner Wilsen inquired whether there is a specific term used to describe facilities

operated by a church or organization that are not licensed but have recovery programs. **Community Development Administrator McFarlene** addressed her question. **Commissioner Kennedy** inquired whether this ordinance could include a similar 1,000-foot separation requirement as the one incorporated into the community group home ordinance. **Community Development Administrator McFarlene** addressed his question.

Motion: Move to adopt Ordinance 2026-13 for the Text Amendment to the Land Development Code, Creating Section 4-13 to Establish Regulations and Procedures for Certified Recovery Residences with staff directed to bring back a future ordinance incorporating a 1,000-foot separation requirement; Moved by Commissioner Kennedy, seconded by Commissioner Wilsen; Motion carried 5-0.

25. Second Reading of the Ordinance for the 5068 Adair Street — Torres Aguilar/Salcedo Property, Annexation & Rezoning from Orange County A-1 to City of Ocoee R-1; Project No. AX-03-26-01 & RZ-26-03-01. **(Planner II Belizaire)**

Planner II Belizaire presented a brief overview of the subject parcel. The property is logical and eligible for annexation and will further the City's efforts to reduce enclaves within the city limits. The property is currently zoned County A-1 with Low Density Residential (LDR) designation on the Future Land Use Map (FLUM). A rezoning to conventional City R-1 is proposed, with the property maintaining its current LDR designation. City water is available; the property will be served by a private septic system.

City Attorney Geller read the title of the ordinances.

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

Motion: Move to adopt Ordinance 2026-08 for the 5068 Adair Street - Torres Aguilar/Salcedo Property Annexation, Project Number AX-03-26-01, as presented by staff; Moved by Commissioner Kennedy, seconded by Commissioner Wilsen; Motion carried 5-0.

Motion: Move to adopt Ordinance 2026-14 for the 5068 Adair Street - Torres Aguilar/Salcedo Property Rezoning, Project Number RZ-26-03-01, as presented by staff; Moved by Commissioner Kennedy, seconded by Commissioner Wilsen; Motion carried 5-0.

- **PUBLIC HEARING** - None

- **REGULAR AGENDA** - None

- **MAYOR'S ANNOUNCEMENTS** 7:10 PM

Mayor Johnson announced the upcoming City events for the month of July and the August Budget Workshop dates and times. **Mayor Johnson** nominated Commissioner Wilsen to be the voting delegate for the Annual Business Session at the Florida League of Cities Annual Conference.

Motion: Move to elect Commissioner Wilsen as the voting delegate for the Annual Business Session at the Florida League of Cities Annual Conference: Moved by Commissioner Oliver, seconded by Commissioner Kennedy; Motion carried 5-0.

- **COMMENTS FROM COMMISSIONERS** 7:12 PM

Commissioner Oliver – Commented on the following: 7:12 PM – 7:13 PM

1) Announced that the Election Day for the Primary is August 18th and gave the dates and times for early voting.

Commissioner Firstner – Commented on the following: 7:13 PM – 7:13 PM

1) Reminded everyone that we are currently in hurricane season and encouraged residents to be vigilant of the weather and always be prepared.

Commissioner Wilsen – Commented on the following: 7:13 PM – 7:15 PM

1) Stressed the importance of the upcoming budget workshops and encouraged residents to attend.

Commissioner Kennedy – Commented on the following: 7:15 PM – 7:16 PM

1) Encouraged residents to visit the City's website to read through the budget and audits; he also encouraged residents to attend the budget workshops and hearings

Mayor Johnson – Commented on the following: 7:16 PM – 7:18 PM

1) Questioned the legality of semi-trucks traveling through residential neighborhoods. **City Manager Shadrix** addressed his inquiry.

2) Requested that residents be provided with a written explanation of the tree work City staff will perform at their property before the work is completed. **City Manager Shadrix** stated that he would address the request with the Public Works Department.

- **ADJOURNMENT** 7:18 PM

APPROVED:

Attest: **City of Ocoee**

_____ _____

Melanie Sibbitt, City Clerk **Rusty Johnson, Mayor**

STAFF REPORT

Meeting Date: August 4, 2026
Item #: 2

Contact Name: Miranda Justice
Contact Number: Ext. 1024

Department Director: Melanie Sibbitt
City Manager: Craig Shadrix

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

Background Summary:

The Code Enforcement Board was created by Ordinance No. 741 on June 16, 1981. The purpose of this Board is to review residential property infractions of the City Technical Codes, negotiate compliance and impose fines for failure to comply. The City utilizes a magistrate apart from the Code Board for code enforcement issues involving commercial properties. The Code Enforcement Board shall consist of seven (7) regular members and two (2) alternate members, all with three-year terms.

On June 2, 2026, the City Commission appointed one regular member and one alternate member to fill existing vacancies on the Board. However, both individuals resigned shortly after their appointments. As a result, the Board currently consists of six (6) regular members and no alternate members, with one (1) vacant regular member seat remaining. The vacant regular member seat has a term set to expire in June 2027.

An application has been submitted by Ali Elhajj, expressing interest in being appointed as a regular member of the Code Enforcement Board to fill the vacant seat and complete the term ending in June 2027. Currently, there are no other applications on file for this Board.

Issue:

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

Recommendations:

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

Attachments:

1. Board List
2. Application

Financial Impacts:

None

Type of Item: Consent

CODE ENFORCEMENT BOARD

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

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

Member	District	Email	Term Expires
1. **Vacant**			**June 2027**
2. Warren Lewis	1	walewis051515@gmail.com	June 2029
3. Joe Bandur	1	joecodee@yahoo.com	June 2028
4. Roman Whittle	4	romanwhittle@aol.com	June 2028
5. Roderick Wilson	4	Rodwil7@gmail.com	June 2027
6. Laini Schultz	2	lainischultz@gmail.com	June 2028
7. Annette Brown	2	Annettebrown.ocoee@yahoo.com	June 2029

Alternate Members	District	Email	Term Expires
1. Vacant			June 2029
2. Vacant			

Updated 07/10/2026

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) Ali Elhajj E-mail Address elhajj33@gmail.com

Home Address 3484 Big Eagle Dr, Ocoee, FL 34761

Phone (954) 805-2667 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 Disney Position Manager - Data Products & Platfor

Business Address Kirkman Point, Orlando

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: BA, University of Michigan Dearborn

Experience: Highly experienced data engineering manager and people leader with over 25 years in information technology. I have led engineering project teams to create, deploy, and maintain cor mission-critical systems with financial impact.

Special Knowledge or Skills: I have experience with electronics, electrical, irrigation and plumbing. I also have experience with 3D modeling (CAD), GIS mapping, photography and aerial photograph

Community/Civic Organizations & Involvement: I lead a small 501(c)3 organization focused on working with disadvantaged children in Bethlehem and Jerusalem

Hobbies or Special Interests: I'm a multi-award-winning landscape photographer who has traveled through all 50 U.S. states, from Key West to Alaska.

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 Date 07/17/2026

STAFF REPORT

Meeting Date: August 4, 2026
Item #: 3

Contact Name: Brett McFarlane
Contact Number: Ext. 7145

Department Director: Nick Lepp
City Manager: Craig Shadrix

Subject: Approval of the Inspiration Planned Unit Development (PUD) Non-Substantial Amendment to PUD. (Community Development Administrator McFarlane)

Background Summary:

The Inspiration Planned Unit Development (PUD) was approved by the City Commission at its meeting on March 6, 2018. The PUD is located in District 3, directly south of the Florida Turnpike and west of Maguire Road. Access to the PUD is primarily from Heller Blvd, which was constructed as part of the development. The PUD encompasses 16.865 acres and features a mix of commercial and residential uses.

The commercial uses are distributed among four buildings with the following designated uses and maximum square footage:

Building 1 Pre-School (13,681 sq ft)
Building 2 Office/retail (12,600 sq ft)
Building 3 Office/retail (42,350 sq ft)
Building 4 Retail (3,300 sq ft)

The residential component of the PUD permits a maximum of 90 townhouses, resulting in a density of 5.4 dwelling units per acre. To date, eight of the ninety townhomes have been permitted and constructed. The original PUD plan also included a clubhouse with a pool, barbecue area, and picnic space. In total, the residential area comprises thirteen (13) buildings: twelve (12) townhome buildings and one (1) amenity center.

The applicant, DR Horton, Inc., acting on behalf of the property owner, has submitted a non-substantial amendment to the PUD Land Use Plan (LUP). The proposed amendment would modify the residential portion by revising the approved architectural style for ten of the twelve townhome buildings. Additionally, the proposed LUP would replace the previously approved residential amenity from a clubhouse with a pool, barbecue area, and picnic area to a gym with a smaller footprint in the same location. There are no other proposed changes to the PUD LUP.

The applicant has provided an amended PUD LUP, as well as elevations and renderings for the proposed townhomes and gymnasium amenity.

Issue:

Should the Honorable Mayor and City Commission approve the Non-Substantial Amendment and associated elevations submitted by DR Horton to the Inspiration LUP?

Recommendations:
Staff recommends that the Honorable Mayor and City Commission approve the Non-Substantial Amendment and associated elevations submitted by DR Horton to the Inspiration LUP.

Attachments:
1. Amended PUD LUP
2. Townhome Renderings
3. Amenity Renderings
4. Examples of Existing Building Styles in Inspiration

Financial Impacts:
N/A

Type of Item: Consent

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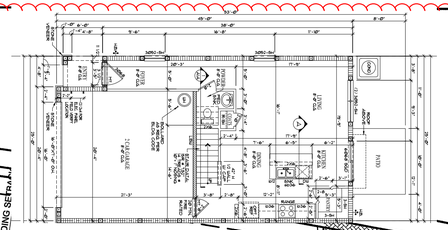
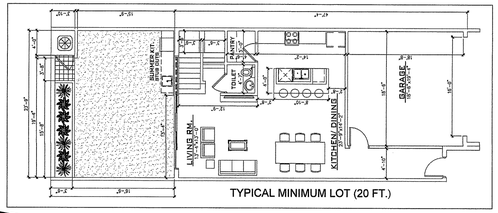
CITY OF OCOEE





GENERAL NOTES:

THE PLAN IS CONCEPTUAL. ALL BUILDING AND LOT LINE CONFIGURATIONS SHALL BE SUBJECT TO CHANGE BASED ON MARKET DEMAND.

THERE ARE NO WETLANDS OR AREAS DESIGNATED WITHIN THE 100-YEAR FLOOD PLAIN.

INFRASTRUCTURE DEVELOPMENT IS TO BE COMPLETED AS ONE PHASE. BUILDINGS 1 AND 3 IN THE COMMERCIAL AREA WILL BE CONSTRUCTED IN THE INITIAL PHASE FOLLOWED BY THE CONSTRUCTION OF BUILDING 2 AND 4. THE TOWNHOMES WILL BE BUILT ONE BUILDING AT A TIME.

A HOME OWNERS ASSOCIATION WILL BE CREATED FOR THE MANAGEMENT OF THE COMMON AREA/FACILITIES IN THE TOWNHOMES PORTION OF THE COMMUNITY; A CONDOMINIUM ASSOCIATION WILL BE CREATED AND RESPONSIBLE FOR THE MANAGEMENT OF THE COMMON AREAS/FACILITIES IN THE OFFICE/RETAIL COMPONENT OF THE PUD.

ON SITE STORMWATER SYSTEM IS DEPICTED ON THE PLAN. POND CONFIGURATIONS ARE DESIGNED FOR 100-YEAR STORM WITH NO OUTFALL.

WATER, SEWER AND FIRE PROTECTION WILL BE PROVIDED BY THE CITY OF OCOEE:

Townhome Water and Sewer Demands:
Water: 27,000 GPD with a peak factor of 4.0 as required by FDEP; 108,000 GPD
Sewer: 24,300 GPD with a peak factor of 4.0 as required by FDEP : 97,200 GPD
Commercial/Mixed-Use Water and Sewer Demands: TBD

CONDITIONS OF APPROVAL ATTACHED AS EXHIBIT "C" TO THE INSPIRATION PUD ANNEXATION AND DEVELOPMENT AGREEMENT

SITE DATA:

TOTAL SITE:	**16.865 AC+/-**
PARCEL A: (10.609 Acres)	30-22-28-0000-00-004
PARCEL B: (6.256 Acres)	30-22-28-0000-00-017
STORM WATER RETENTION:	2.2 AC+/-
BUILDING SETBACKS:	North = 75' East = 35' South = 25' West = 25'
LANDSCAPE BUFFFER SETBACKS: (All Setbacks Are Clear Distances)	North = 10' East = 25' (15' With Wall) South = 10' West = 10'

PARCEL A

EXISITING ZONING:	A-1 (General Agriculture-Orange County)	
PROPOSED REZONING:	PUD-Mixed Use	
FUTURE LAND USE:	Commercial	
EXISTING USE:	Vacant	
PROPOSED USE:	Luxury Residential Community	
TOTAL NO. UNITS:	90 Luxury Townhomes (2)	
GROSS DENSITY:	5.4 DU/AC	
MIN. NET LOT SIZE:	1,955 S.F.	
MIN. NET LIVING FLOOR AREA:	1,850 S.F.	
SCHOOL AGE POPULATION:	30 Students	
PERVIOUS/IMPERVIOUS AREAS:		
OPEN SPACE/PERVIOUS (1)	4.713 AC	44.4%
IMPERVIOUS	5.896 AC	55.6%
TOTAL	10.609AC	100%
GROSS BUILDING COVERAGE	23%	

PARCEL B

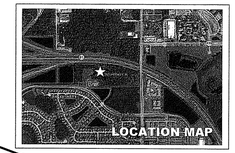
EXISITING ZONING:	C-3 (General Commercial-City of Ocoee)	
PROPOSED REZONING:	PUD-Mixed Use	
FUTURE LAND USE:	Commercial	
EXISTING USE:	Vacant	
PROPOSED USE:	Mixed-Use Commercial Center	
GROSS FLOOR AREA:	Bldg. 1 Pre-School (1 Story)	13,681 S.F. (3)
	Bldg. 2 Office/Retail (1 Story)	12,600 S.F.
	Bldg. 3 Office/Retail (2 Story)	42,350 S.F.
	Bldg. 4 Retail (1 Story)	3,300 S.F.
PERVIOUS/IMPERVIOUS AREAS:		
OPEN SPACE/PERVIOUS (1)	1.854 AC	30%
IMPERVIOUS	4.402 AC	70%
TOTAL	6.256 AC	100 %
F.A.R:	.26	
BUILDING HEIGHT:	Maximum Building Height 35FT.	
PARKING:	283 (Total); 275 (Regular); 8 (Handicap)	

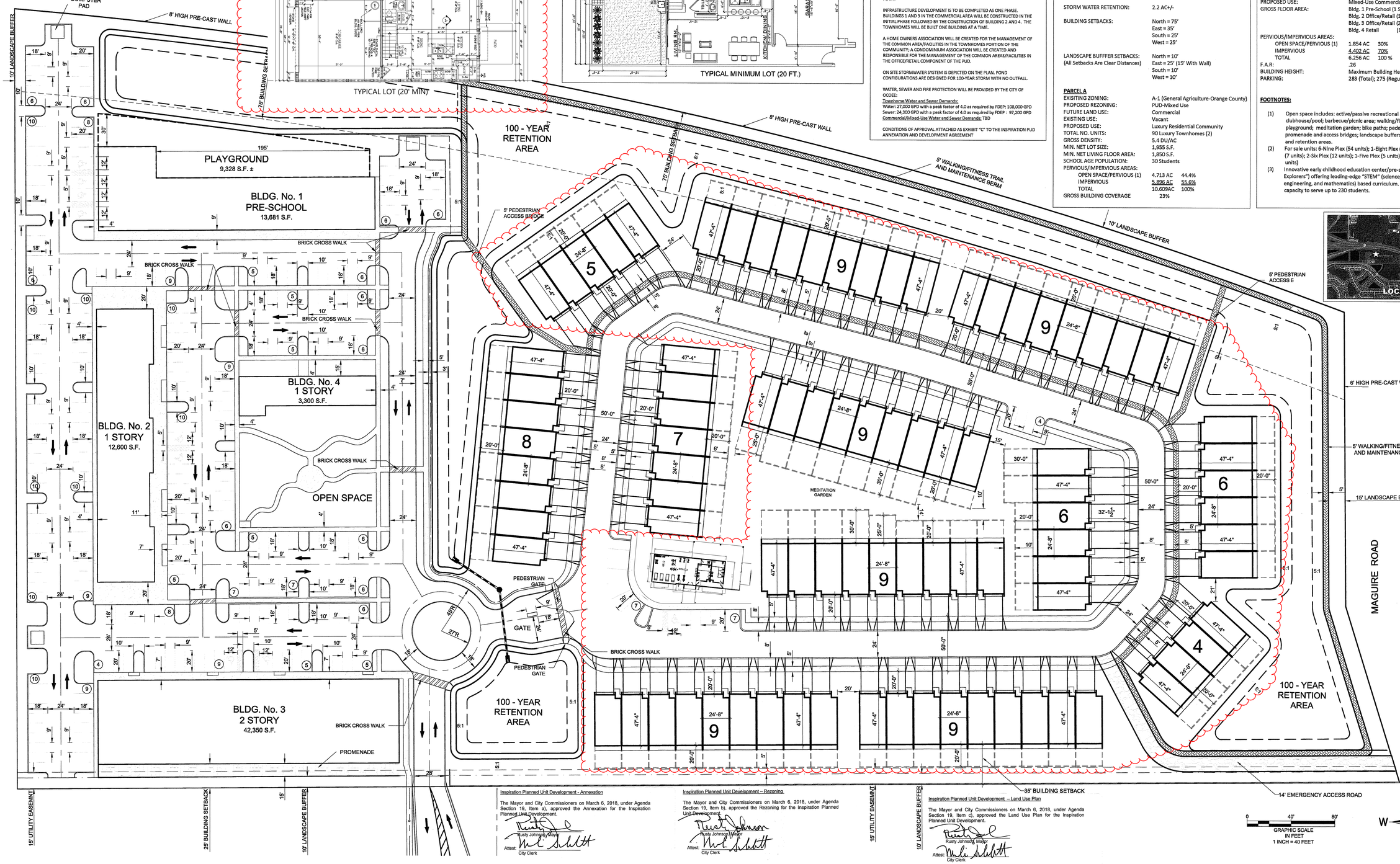
FOOTNOTES:

(1) Open space includes: active/passive recreational amenities (i.e. clubhouse/pool; barbecue/picnic area; walking/fitness trails; playground; meditation garden; bike paths; pedestrian walkways; promenade and access bridges; landscape buffers; landscaped islands, and retention areas.

(2) For sale units: 6-Nine Plex (54 units); 1-Eight Plex (8 units); 1-Seven Plex (7 units); 2-Six Plex (12 units); 1-Five Plex (5 units); and 1-Four Plex (4 units)

(3) Innovative early childhood education center/pre-school ("Amazing Explorers") offering leading-edge "STEM" (science, technology, engineering, and mathematics) based curriculum. School will have capacity to serve up to 230 students.





Inspiration Planned Unit Development - Annexation

The Mayor and City Commissioners on March 6, 2018, under Agenda Section 19, Item a), approved the Annexation for the Inspiration Planned Unit Development.

Rusty Johnson, Mayor
Attest: City Clerk

Inspiration Planned Unit Development – Rezoning

The Mayor and City Commissioners on March 6, 2018, under Agenda Section 19, Item b), approved the Rezoning for the Inspiration Planned Unit Development.

Rusty Johnson, Mayor
Attest: City Clerk

Inspiration Planned Unit Development – Land Use Plan

The Mayor and City Commissioners on March 6, 2018, under Agenda Section 19, Item c), approved the Land Use Plan for the Inspiration Planned Unit Development.

Rusty Johnson, Mayor
Attest: City Clerk

GRAPHIC SCALE
IN FEET
1 INCH = 40 FEET

INSPIRATION-A MIXED USE COMMUNITY
OCOEE, FLORIDA
PUD LAND USE PLAN

OWNER
Diplomat Development Group, LLC
Ray Veloso; Luis Gustavo Gama
6965 Piazza Grande, Suite 406
Orlando, FL 32835
Office: 321.206.5262
Cell: 407.758.2105
yellowrockconstruction@gmail.com

APPLICANT
PKA Orlando, Inc.
Ray Bradick
529 Versailles Dr., Suite 210
Maitland, FL 32751
Office: 407-644-1905
Cell: 407-719-8368
rbradick@pkaorlando.com

APPLICANT REP: PLANNING
Hahn and Hahn Team, Inc
Bob Hahn
P.O. Box 2644
Winter Park, FL 32790
Cell 407.719.5543
bob@HahnandHahnTeam.com

APPLICANT REP: ENGINEERING
Tawill Engineering, Inc.
Farid J. Tawill, PE, CGC
P.O. Box 690757
Orlando, FL 32869-0757
Cell: 407-399-1161
tawillinc@aol.com

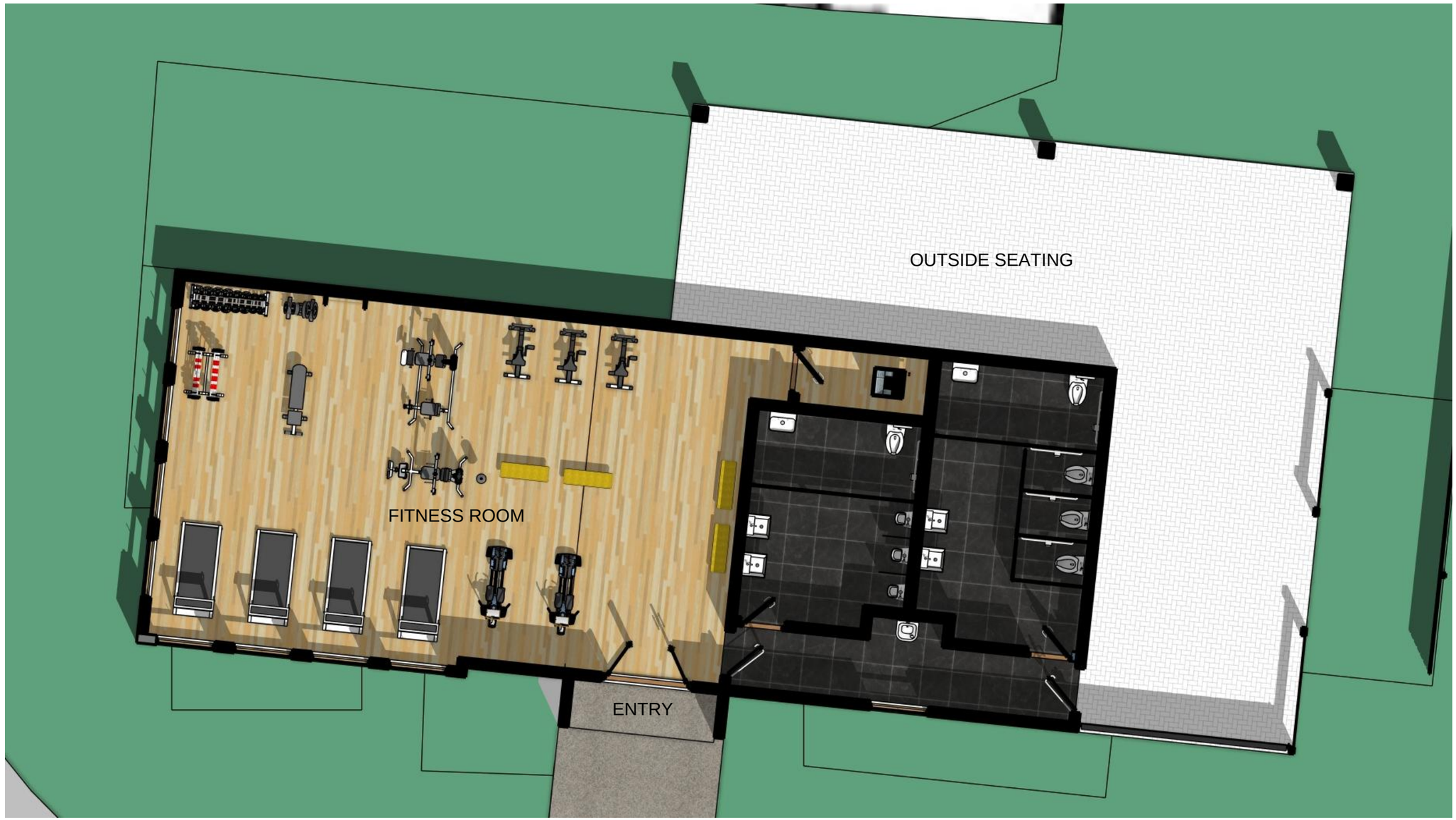
APPLICANT REP: TRAFFIC
Traffic & Mobility Consultants
Mohammed N. Abdallah,PE, PTOE
3101Maguire boulevard, Suite 265
Orlando, FL 32803
Office: 407-531-5332
Cell: 407-575-5439
mna@trafficmobility.com

DATE
FEBRUARY 26, 2018

SCALE
1"=40'

BRICK VENEER J&N STONE OR EQUIVALENT
SQUARE CHANNEL "ARTISAN" FIBER CEMENT BOARD
PAINT OVER STUCCO
PAINT OVER STUCCO
BRICK VENEER J&N STONE OR EQUIVALENT
QUEEN PALM OR ANALOG W IN SEASON PERENNIALS
4FT WIDE X 5FT TALL WINDOW TYP
SQUARE CHANNEL "ARTISAN" FIBER CEMENT BOARD
MAN FERN OR ANALOG W FLORIDA NATIVE BUSHES
CRAPE MYRTLE

2026
2026



FLOOR PLAN
NTS

CONCEPT 03
NTS

CONCEPT 03
NTS

Examples of Existing Building Styles in Inspiration

Picture 1: Townhomes

Pictures 2-4: Commercial

980
982

Prerna HEALTH
TATTOO
THE KINGDOM TATTOO CO
1711
118
Comfy
Comfy
MOODY DESSERTS
EAT YOUR FEELINGS
ORLANDO
Oral & Facial
SURGERY
116

101
102
103

STAFF REPORT

Meeting Date: August 4, 2026
Item #: 4

Contact Name: Nick Lepp
Contact Number: Ext. 1018

Department Director: Nick Lepp
City Manager: Craig Shadrix

Subject: Approval of Ocoee Pickleball Complex - Vasant Sports LLC Large-Scale Final Site Plan; Project No. LS-2026-008. (Development Services Director Lepp)

Background Summary:

Owner/Applicant: The applicant/property owner is Vasant Sports LLC, represented by Sravan K. Tummala, Project Manager.

General Location: The property is located in Commission District 2 and generally on the west side of Jacob Nathan Boulevard at the terminus of Matthew Paris Boulevard. The subject properties are addressed at 1100, 1050, and 1000 Jacob Nathan Boulevard.

Property Size and Parcel ID No.: The subject property consists of three (3) parcels, totaling approximately 6.08 acres and assigned parcel ID numbers 21-22-28-3093-04-000, 21-22-28-3093-03-000, and 21-22-28-3093-06-000.

Existing Site Conditions: The table below summarizes the existing conditions of the subject property.

Current Future Land Use Map Designation	Current Zoning District	Existing Land Use	Overlays/Unique Features
Commercial	C-2	Vacant wooded lots	Property is within the CRA and is bordered by wetlands. The western border contains floodplain areas.

The property is surrounded by the following jurisdictions, Future Land Use Map designations, zoning districts and land uses.

Direction	Jurisdiction	FLUM Designation	Zoning District	Existing Land Use
North	City	High Density Residential	R-3	City Stormwater Pond
South	City	Commercial	C-2	Commercial
East	City	Commercial	C-2	Commercial
West	City	Commercial /Conservation	C-2	Wetlands/ Conservation Areas

Proposed Development: The applicant is proposing an indoor pickleball complex that would consist of:

- Building 1 (Northern Building): a 69,577 square foot building with 15 indoor pickleball courts and associated club amenities (i.e., lockers, sauna, showers, restrooms), offices, and a conference space, a 150-seat restaurant with three (3) bars and outdoor dining areas located on two (2) levels, gaming area with golf simulators and event space, and a retail shop for pickleball gear and merchandise.
- Building 2 (Center Building): a 24,588 square foot building with10 indoor pickleball courts with indoor viewing areas,
- Building 3 (Southern Building): a 19,872 square foot banquet hall, with small kitchen and dressing rooms, and
- Outdoor Space: one (1) championship court and a social/gathering space with outdoor seating areas and sun sails to provide shade.

Building elevations (black & white) are provided in the attachments.

Parking: A total of 170 parking spaces are proposed, using an independent study recording the trip generation from another indoor pickleball facility in Orange County. The final site plan includes a parking strategy utilizing off site facilities to address overflow parking associated with tournaments, events, and banquets.

Stormwater: Stormwater will be provided off-site via an existing stormwater system, which has available capacity to accommodate up to 80% impervious surface area (ISA) within the subject property. The project proposes ISA at 70.2%. Final stormwater calculations, engineering, and St. Johns River Water Management District (SJRWMD) permitting for drainage requirements will be reviewed during the Final Site Plan review.

Access: Access will be provided via two (2) full access driveways off of Jacob Nathan Boulevard (private road).

Utilities: The Utilities Department has approved the proposed Large Scale Final Site Plan.

Issue:

Should the Honorable Mayor and City Commission approve a Final Large-Scale Site Plan for the Ocoee Pickleball Complex development located on the properties addressed at 1100, 1050, and 1000 Jacob Nathan Boulevard and assigned parcel ID numbers 21-22-28-3093-04-000, 21-22-28-3093-03-000, and 21-22-28-3093-06-000?

Recommendations:

Staff Recommendation:

Staff recommends that the Honorable Mayor and City Commission approve the Final Large-Scale Site Plan for the Ocoee Pickleball Complex development located on the properties addressed at 1100, 1050, and 1000 Jacob Nathan Boulevard and assigned parcel ID numbers 21-22-28-3093-04-000, 21-22-28-3093-03-000, and 21-22-28-3093-06-000.

Attachments:

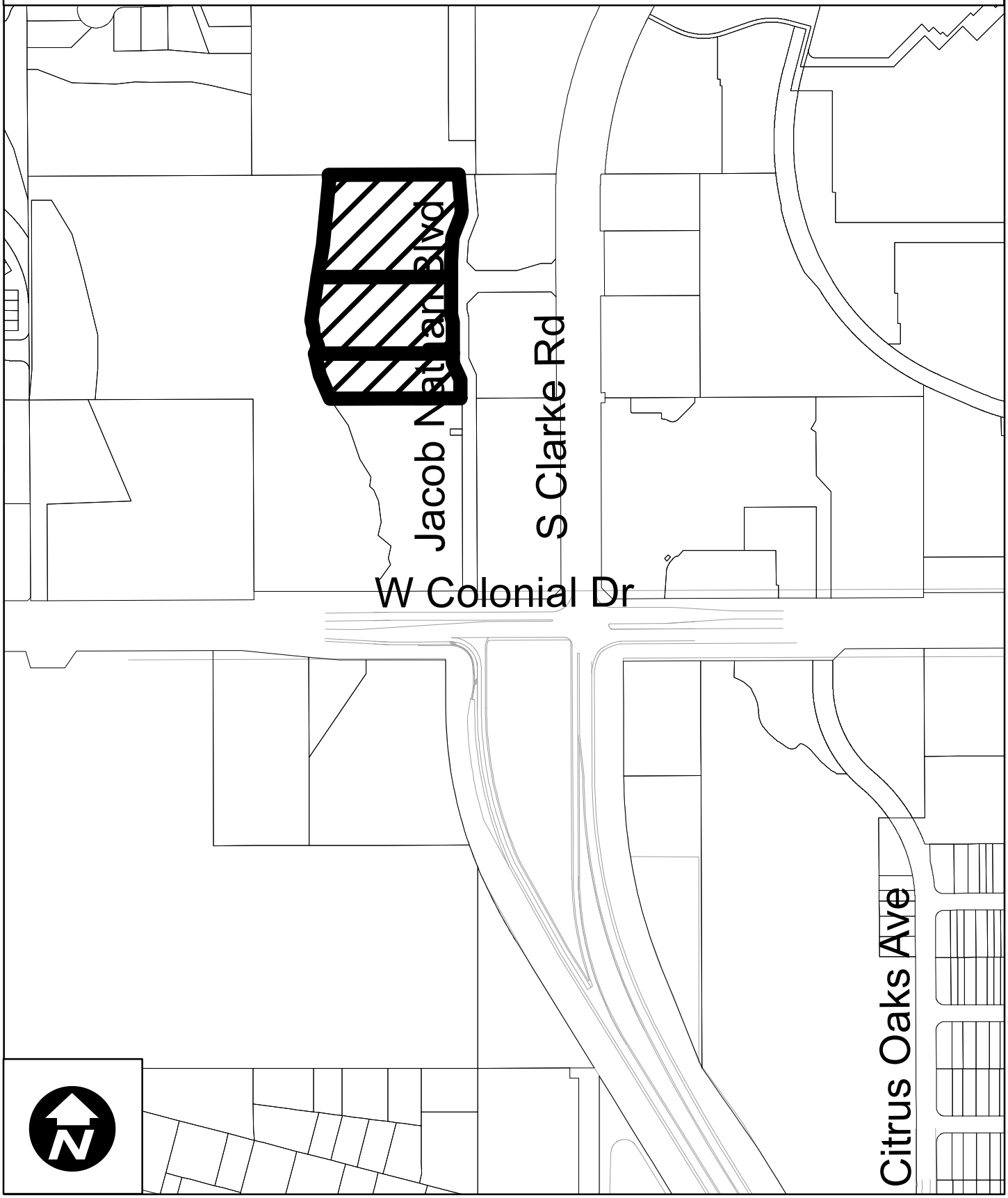
1. Ocoee Pickleball Complex_Location Map
2. Ocoee Pickleball Aerial Map BB
3. Ocoee Pickleball Complex Zoning
4. Elevations & Materials
5. B1-A121 Floor Plan
6. B2-A121 Floor Plan

7. B3-A121 Floor Plan
8. Ocoee Pickleball Construction Plans-Civil
9. Ocoee Pickleball Construction Plans-Landscaping

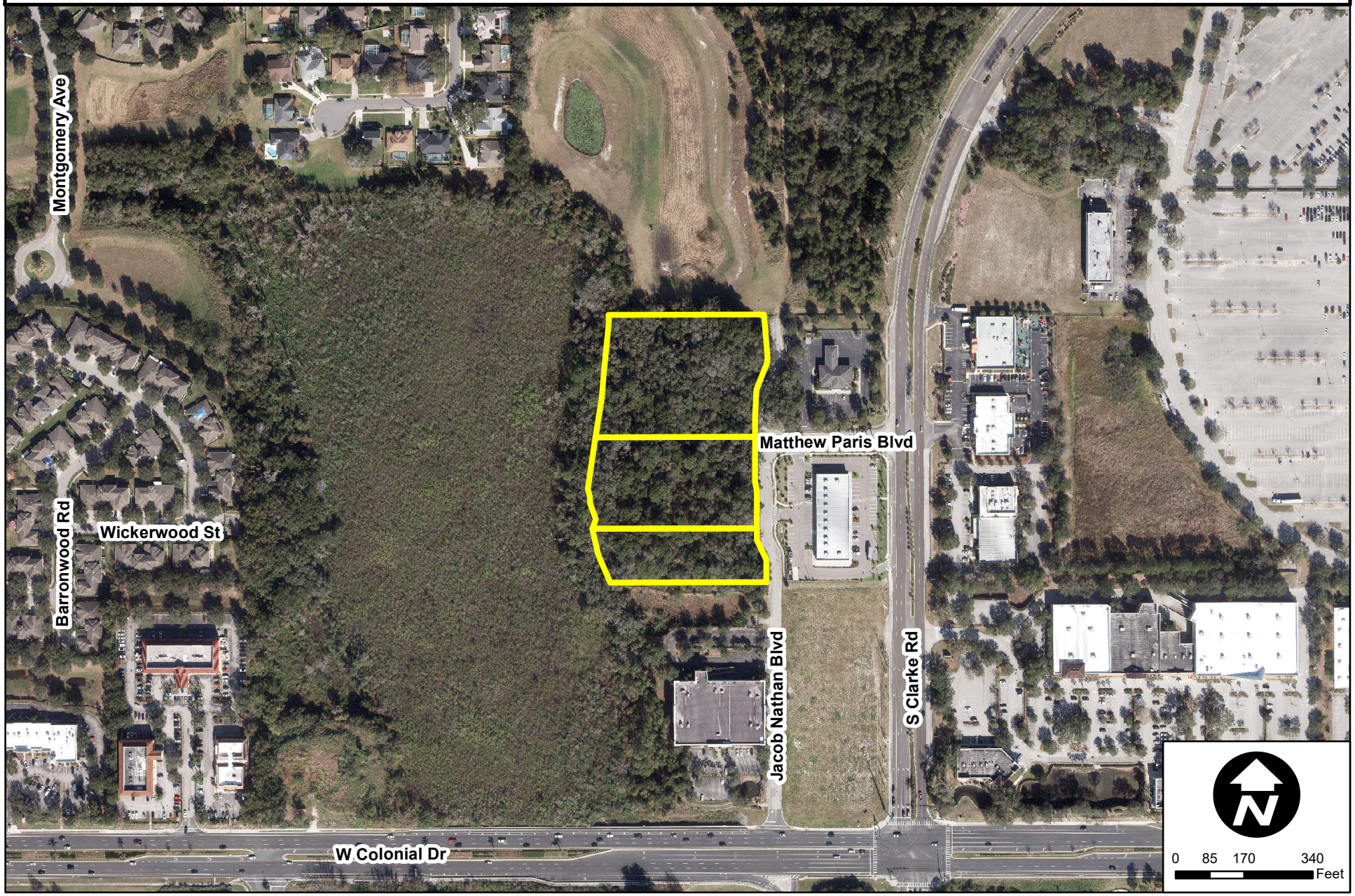
Financial Impacts:
None

Type of Item: Consent

Ocoee Pickleball Complex - Vasant Sports LLC
Location Map



Ocoee Pickleball Complex- Vasant Sports LLC Property
Aerial Photography

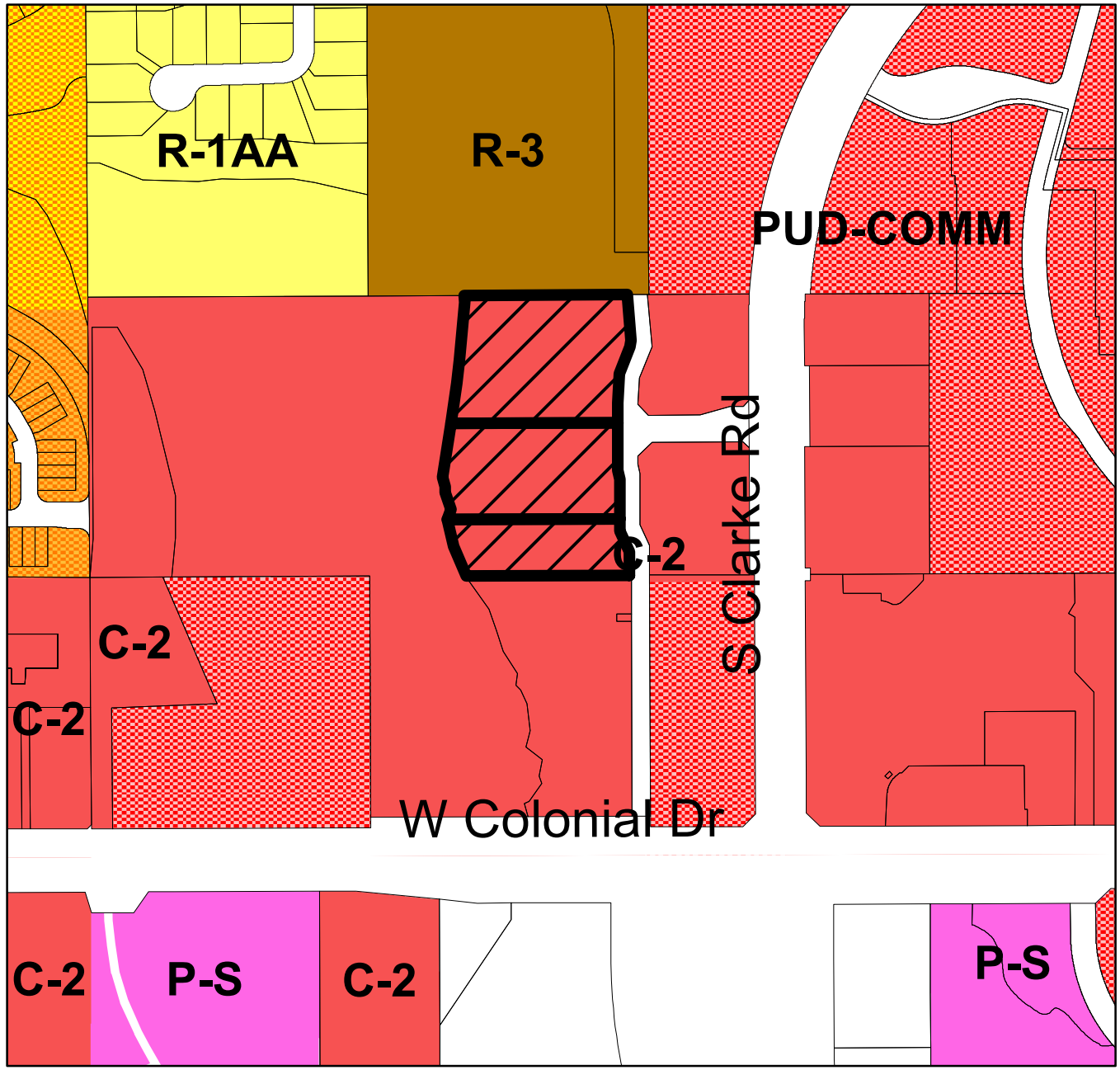


Ocoee Pickleball Complex - Vasant Sports LLC Property
Surrounding Zoning Map

Development Services Department

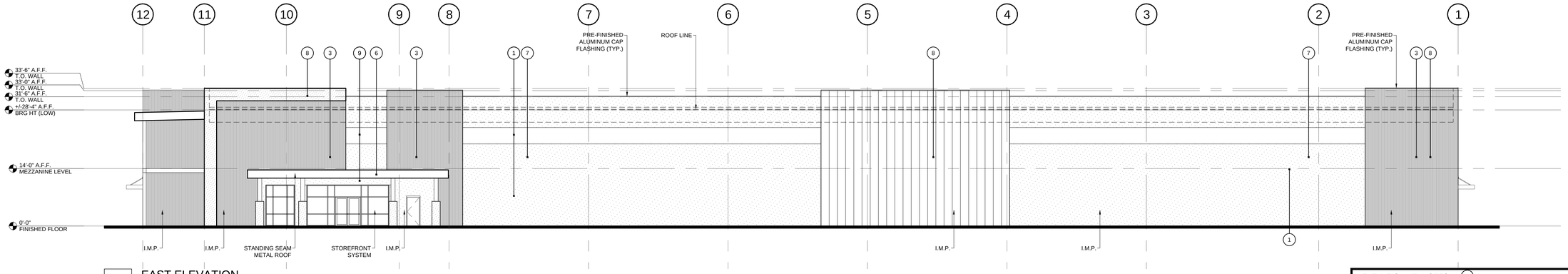
0 90 180 360
Feet

Created: month year



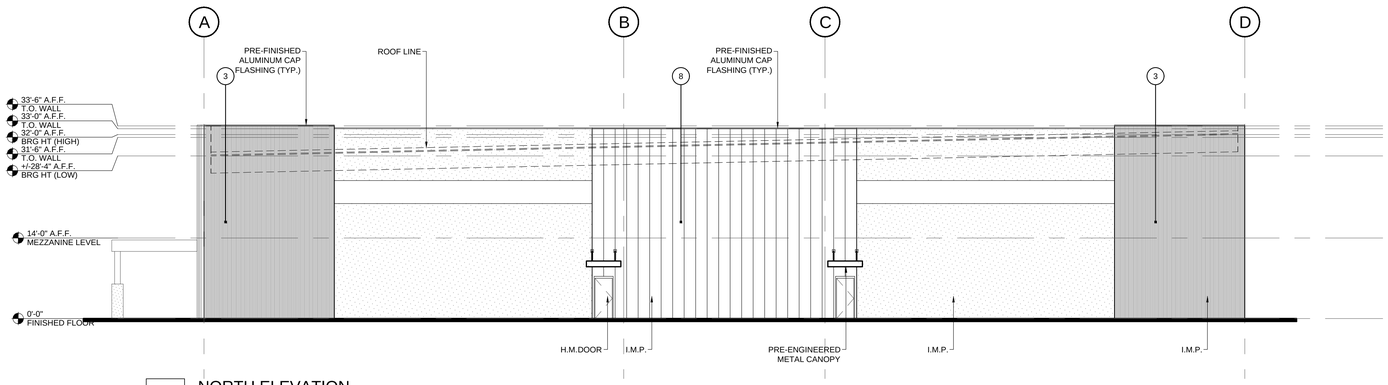
Subject Property

Zoning Classification:
- General Agricultural (A-1)
- Suburban (A-2)
- Single-Family Dwelling (R-1AAA)
- Single-Family Dwelling (R-1AA)
- Single-Family Dwelling (R-1A)
- Single-Family Dwelling (R-1)
- One- & Two-Family Dwelling (R-2)
- Multiple-Family Dwelling (R-3)
- Mobile Home Subdivision (RT-1)
- Professional Offices & Services (P-S)
- Neighborhood Shopping (C-1)
- Community Commercial (C-2)
- General Commercial (C-3)
- Restricted Manufacturing & Warehousing (I-1)
- General Industrial (I-2)
- Commercial (PUD)
- Low Density (PUD)
- Medium Density (PUD)
- High Density (PUD)
- Public Use (PUD)
- Unclassified



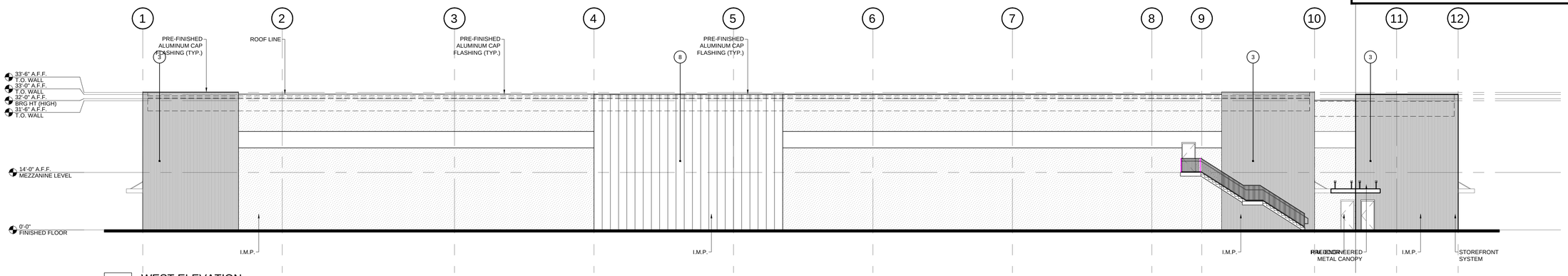
1 EAST ELEVATION

SCALE: 3/32" = 1'-0"



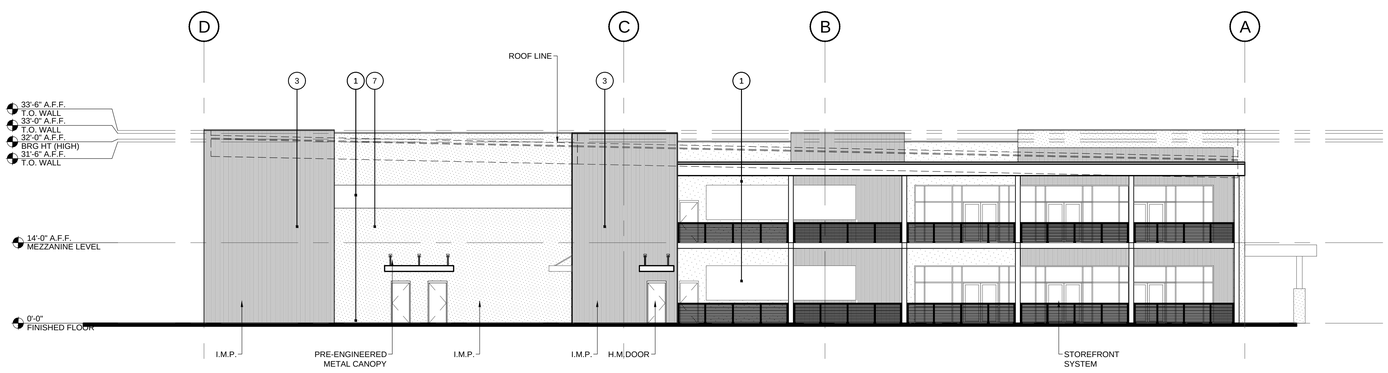
2 NORTH ELEVATION

SCALE: 3/32" = 1'-0"



3 WEST ELEVATION

SCALE: 3/32" = 1'-0"



4 SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

ELEVATION KEYNOTES: (#)

1. KINGSPAN METAL PANEL TEXTURED PANEL GOOSEWING GRAY
2. KINGSPAN METAL PANEL MICRO RIB GOOSEWING GRAY
3. KINGSPAN METAL PANEL MICRO RIB LOLITE
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6. KINGSPAN METAL PANEL SMOOTH PANEL JET
7. KINGSPAN METAL PANEL SMOOTH PANEL GOOSEWING GRAY
8. SW 6843 HOT SHERWIN WILLIAMS OR EQUAL
9. SW 6244 NAVAL BLUE SHERWIN WILLIAMS OR EQUAL

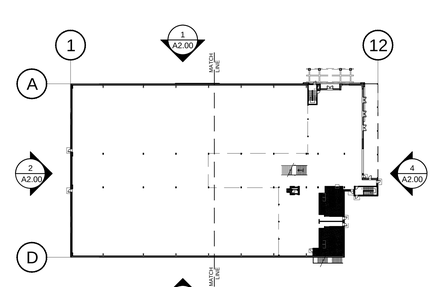
NOTES
1. ALL TRIM/FLASHING TO MATCH ADJACENT COLOR.

2. EXTERIOR H.M. DOORS TO MATCH ADJACENT WALL COLOR.

3. STOREFRONT SYSTEM:
- FINISH: CLEAR ANODIZED ALUMINUM

*REFER TO WINDOW ELEVATIONS FOR GLASS LOCATIONS.

4. EXTERIOR SIGNAGE TO BE SUBMITTED UNDER A SEPARATE PERMIT. GC TO COORDINATE WITH OWNER AND SIGNAGE VENDOR FOR TYPE OF SIGN AND DIMENSIONS.



- KEY PLAN - OVERALL

SCALE: N.T.S.

NORTH

ROMERO TRUMPP FARMER ARCHITECTS

ROMERO TRUMPP & FARMER ARCHITECTS, INC.
500 Delaney Avenue, Suite 200
Orlando, Florida 32801
Phone: 321.441.3320

SEAL
ANDRES F. ROMERO - AR102974

CONSULTANT

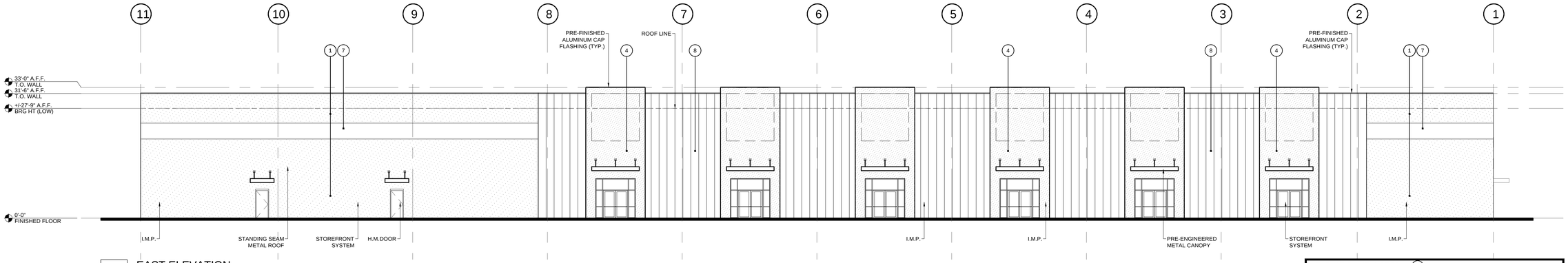
PROJECT DESCRIPTION:
PRIME PICKLEBALL - OCOEE
OCOEE, FLORIDA

REVISIONS

ISSUED FOR:
90% REVIEW SET
ISSUE DATE: 12.24.25
PROJECT NUMBER: 25002
DRAWN BY: NT | CHECKED BY: DRT

BUILDING 1
EXTERIOR ELEVATIONS

A2.00



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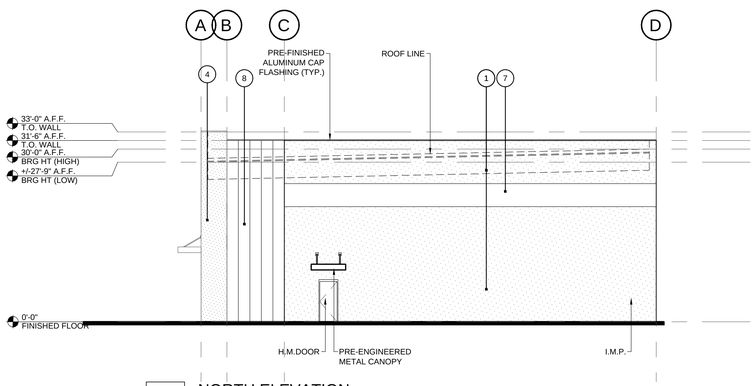

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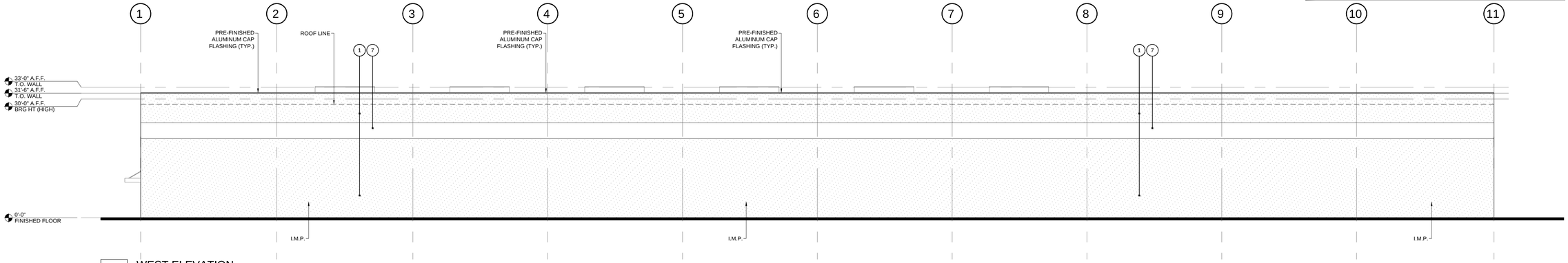

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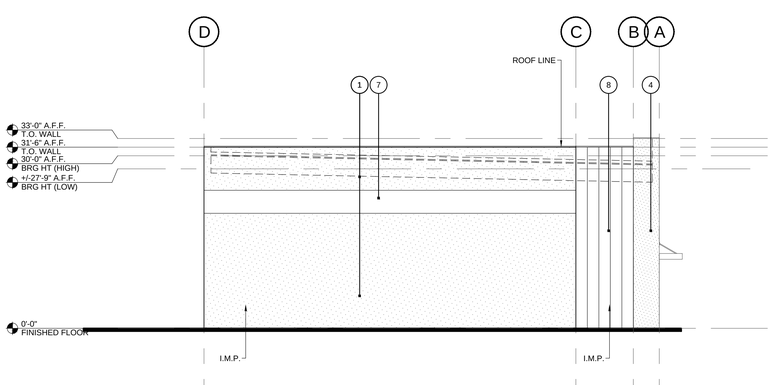

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SCALE: 1/8" = 1'-0"

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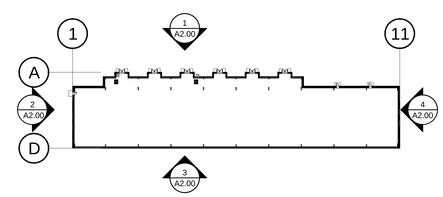

- KEY PLAN - OVERALL

SCALE: N.T.S.

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90% REVIEW SET

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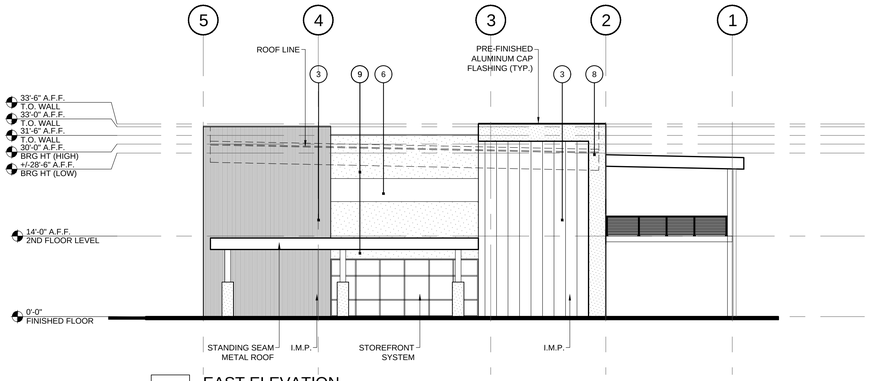
DRAWN BY:	CHECKED BY:
NT	DRT

BUILDING 2
EXTERIOR ELEVATIONS

A2.01



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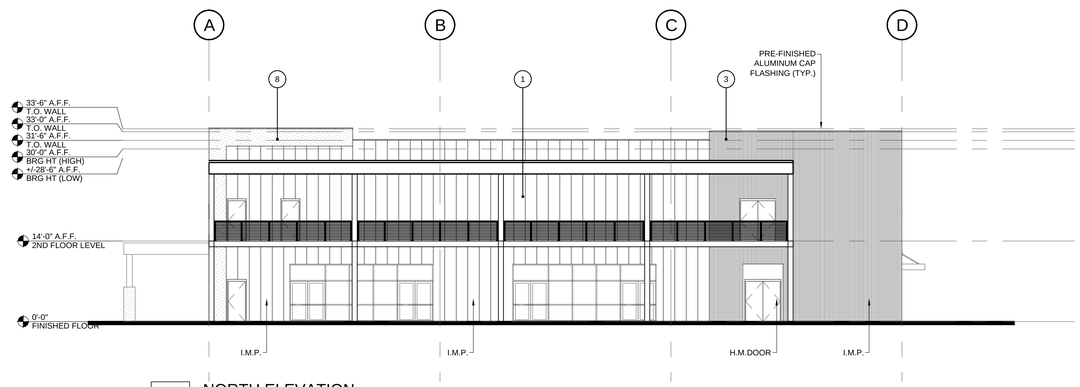

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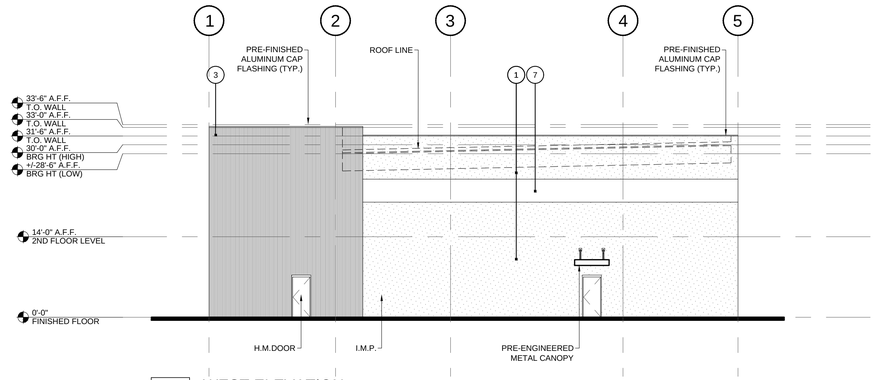

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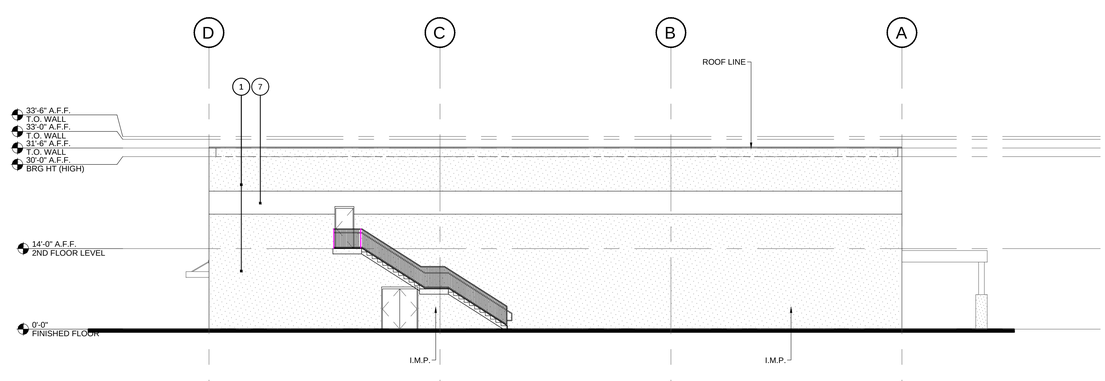

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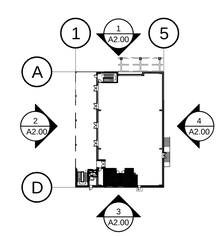

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REVISIONS

ISSUED FOR:
90% REVIEW SET

ISSUE DATE: 12.24.25

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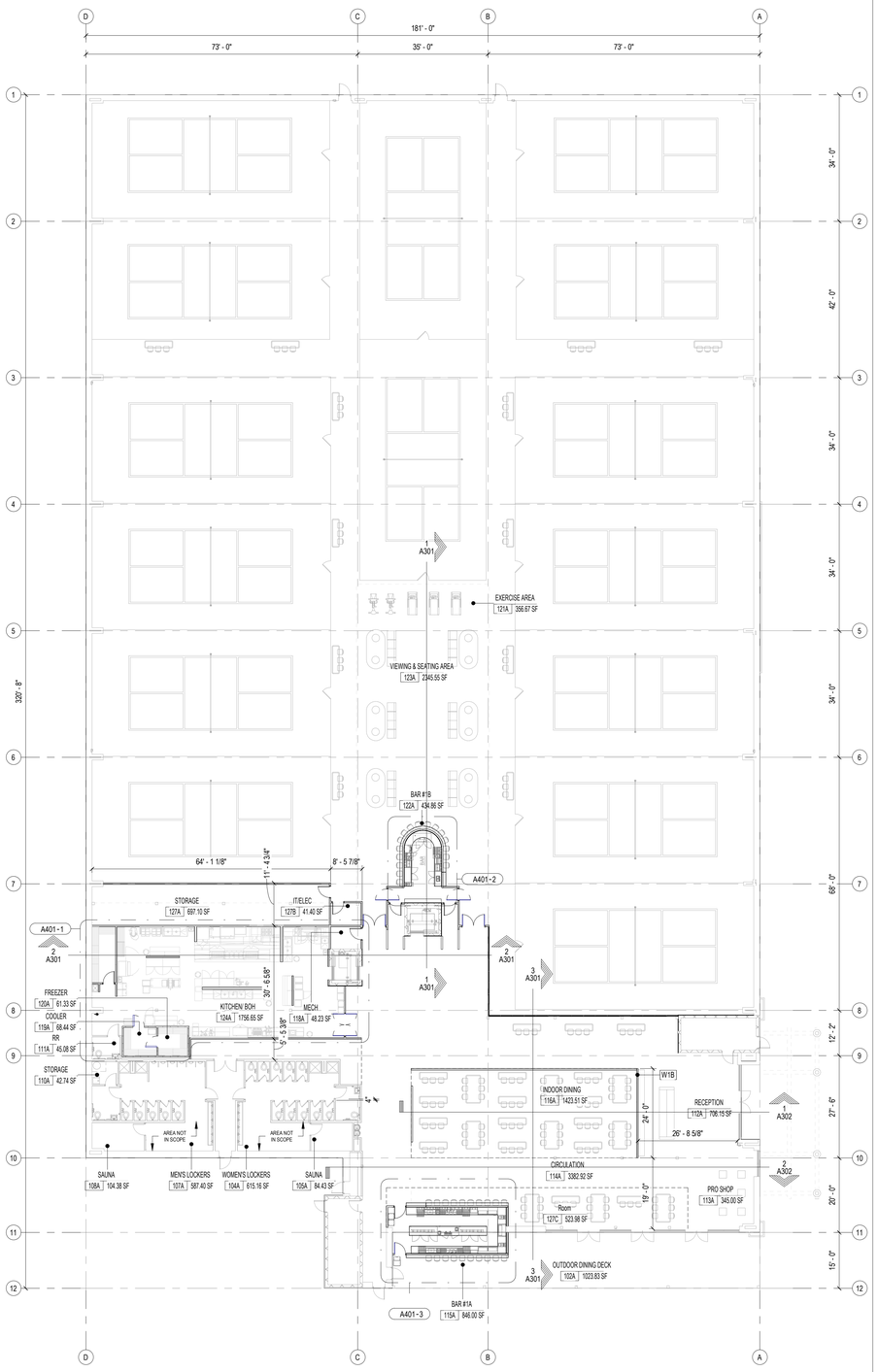
DRAWN BY:	CHECKED BY:
NT	DRT

BUILDING 3
EXTERIOR ELEVATIONS

A2.02



1 Scale: 1/16" = 1'-0" **B1-FIRST FLOOR PLAN**

2 Scale: 1/16" = 1'-0" **B1-SECOND FLOOR PLAN**

GENERAL NOTES - FLOOR PLAN

1. ALL WORK SHALL COMPLY WITH LOCAL, STATE, AND NATIONAL CODES RELATED TO THIS PROJECT.
2. THE WRITTEN DIMENSIONS PREVAIL ON THE CONSTRUCTION DOCUMENTS, DO NOT SCALE THESE DRAWINGS. CONTRACTOR TO VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD. IF ANY DISCREPANCY OCCURS, THE CONTRACTOR IS REQUIRED TO NOTIFY THE ARCHITECT IN WRITING BEFORE PROCEEDING WITH ANY WORK AFFECTED BY THE DISCREPANCY.
3. CONTRACTORS TO SECURE ALL PERMITS AND REQUIRED INSPECTIONS NECESSARY TO OBTAIN A CERIFICATE OF OCCUPANCY.
4. CONTRACTORS ARE TO PROVIDE ALL TEMPORARY UTILITIES AND INFRASTRUCTURE REQUIRED TO PERFORM THE WORK, INCLUDING FIRE PROTECTION AS REQUIRED DURING CONSTRUCTION.
5. EACH CONTRACTOR AND SUBCONTRACTOR IS EXPECTED TO REVIEW ALL CONTRACT DOCUMENTS AND SITE CONDITIONS PRIOR TO ISSUED BID. CHANGE ORDERS WILL NOT BE APPROVED FOR FAILURE TO DO SO.
6. PRODUCTS SPECIFIED OR OTHERWISE INDICATED IN THE CONTRACT DOCUMENTS SHALL NOT BE SUBSTITUTED WITHOUT PRIOR WRITTEN APPROVAL FROM THE ARCHITECT.
7. THIS CONTRACTOR SHALL COORDINATE ALL TRADES REQUIRED TO COMPLETE THIS PROJECT AS REQUIRED TO ACTIVATE THE USE OF THE FACILITY AS PLANNED.
8. THE CONTRACTOR SHALL HAVE INSTALLATION INSTRUCTIONS FOR ALL EQUIPMENT AND APPLIANCES ON SITE AT TIME OF INSPECTION.
9. WHERE REQUIRED, CONTRACTOR TO SUBMIT SIGNED AND SEALED SHOP DRAWINGS AND HYDRAULIC CALCULATIONS FOR THE FIRE PROTECTION SYSTEM TO THE ARCHITECT FOR REVIEW AS WELL AS LOCAL JURISDICTION FOR PERMITTING. NO CONSTRUCTION OF THE FIRE PROTECTION SYSTEM SHALL TAKE PLACE UNTIL THE APPROPRIATE PERMITS ARE OBTAINED BY THE FIRE PROTECTION SUB CONTRACTOR.
10. CONTRACTOR TO PROVIDE THREE COPIES OF SHOP DRAWINGS FOR REVIEW AND SUBMITTAL TO THE LOCAL JURISDICTION AND PRODUCT SUBMITTAL FOR ARCHITECTS REVIEW.
11. ALL WOOD SHEATHING AND BLOCKING TO BE FIRE RETARDANT TREATED (FRT).
12. ROOF INSULATION SHALL BE INSTALLED PER MFR SPECIFICATIONS AND WARRANTY REQUIREMENTS
13. ALL OPENINGS OR PENETRATIONS INTO RATED ASSEMBLIES SHALL BE PROTECTED. RATED ASSEMBLIES IN CONCEALED SPACES SHALL BE PERMANENTLY IDENTIFIED WITH SIGNS OR STENCILING. ALL MARKINGS SHALL:
    - A. BE WITHIN 15FT OF THE END OF EACH WALL AND AT INTERVALS NOT EXCEEDING 30FT MEASURED HORIZONTALLY ALONG PARTITION
    - B. INCLUDE MIN 3 IN LETTERING WITH MAX 3/8 IN STROKE
    - C. BE OF CONTRASTING COLOR INCORPORATING WORDING SIMILAR OR EQUAL WORDING
        - a. "FIRE AND/OR SMOKE BARRIER - PROTECT ALL OPENINGS"

FLOOR PLAN LEGEND

SYMBOL	DESCRIPTION		
	DUPLEX RECEPTACLE, RE: ELECTRICAL		
GFCI	DUPLEX RECEPTACLE, GFCI, RE: ELECTRICAL		
	DUPLEX RECEPTACLE, FLOOR MOUNTED, RE: ELECTRICAL		
	LIGHT SWITCH, SINGLE POLE, RE: ELECTRICAL		
	LIGHT SWITCH, THREE WAY, RE: ELECTRICAL		
	THERMOSTAT, RE: MECHANICAL		
	THERMOSTAT, RE: MECHANICAL		
FE	FIRE/LIFE SAFETY EQUIPMENT	**FE** FIRE EXTINGUISHER **HS** HORN/STROBE **S** STROBE	**K** KNOX BOX **P** PULL STATION

REFLECTED CEILING PLAN LEGEND

SYMBOL	DESCRIPTION		
	EMERGENCY EXIT SIGN, RE: ELECTRICAL		
EM	EMERGENCY EXIT LIGHT, RE: ELECTRICAL		
EM	EXTERIOR EMERGENCY EXIT LIGHT, RE: ELECTRICAL		
	2X4 ACOUSTIC CEILING TILE (ACT)		
	2X2 ACOUSTIC CEILING TILE (ACT)		
	2X4 LIGHT FIXTURE, RE: ELECTRICAL		
	2X2 LIGHT FIXTURE, RE: ELECTRICAL		
	PENDANT LIGHT FIXTURE, RE: ELECTRICAL		
	SINGLE BULB LIGHT FIXTURE, RE: ELECTRICAL		
	LINEAR LIGHT FIXTURE, RE: ELECTRICAL		
	SUPPLY DIFFUSER		
	RETURN DIFFUSER		
	CEILING MOUNTED DUPLEX RECEPTACLE		
FE	FIRE/LIFE SAFETY EQUIPMENT	**FE** FIRE EXTINGUISHER **HS** HORN/STROBE **S** STROBE	**K** KNOX BOX **P** PULL STATION

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Winter Park, FL 32789
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EXPIRATION:

CONSULTANT

AHJ

No.	Description	Date
A	PROGRESS SET 1	01-05-2026
B	PROGRESS SET 2	01-30-2026
C	75% CD SET	02-16-2026

LUCAS DEVELOPMENT

LUCAS DEVELOPMENT
1818 LAKE ROBERTS LANDING DR.
WINTER GARDEN, FL 34787

75% CD SET

PRIME PICKLEBALL TENANT IMPROVEMENT - BUILDING 1

1000 JACOB NATHAN BLVD
OCOEE, FL 34747

FLOOR PLANS

PROJECT No. COM-1125.003

DATE 01-04-2026

BLDG/PHASE No. B1

SHEET No. A121

Scale (ARCH E1) As indicated

FILE PATH: C:\Users\Nick_s\OneDrive\Documents\COMs\1125.003 - Ocoee Pickleball Building 1_LT_Sheet Index2.rvt

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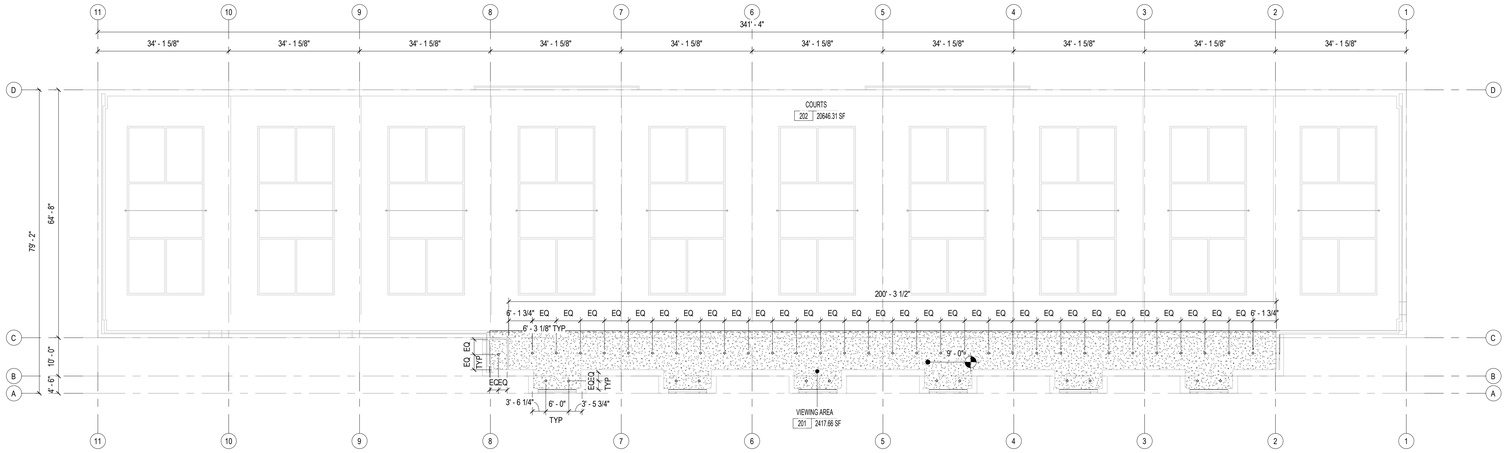

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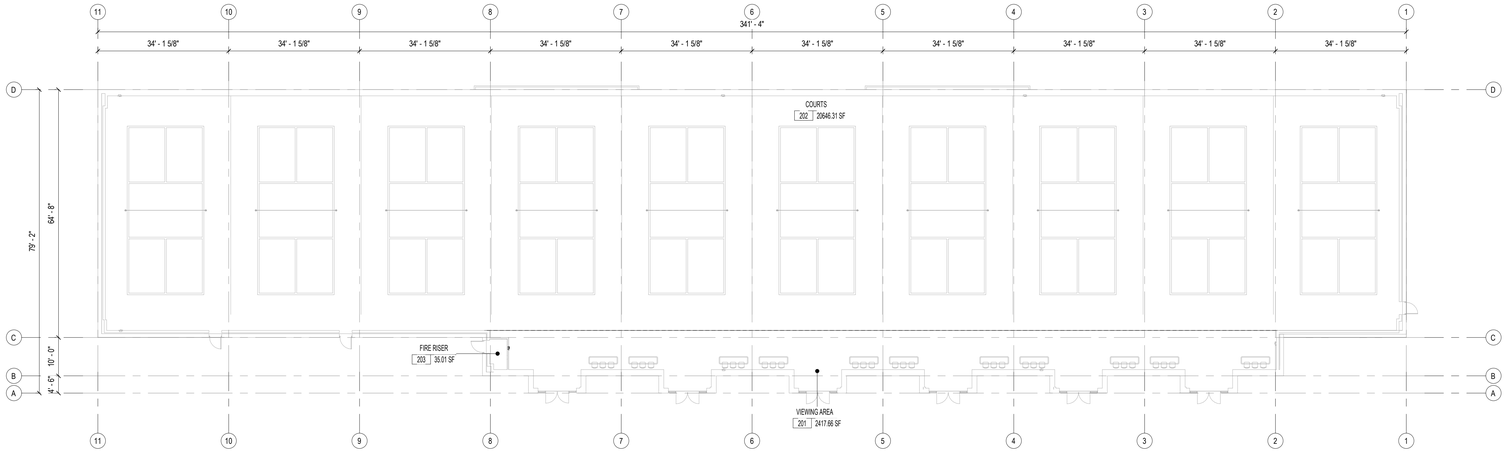
2 Scale: 1/16" = 1'-0" **B2-FIRST FLOOR CEILING PLAN**



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1 Scale: 1/16" = 1'-0" **B2-FIRST FLOOR PLAN**

GENERAL NOTES - FLOOR PLAN

1. ALL WORK SHALL COMPLY WITH LOCAL, STATE, AND NATIONAL CODES RELATED TO THIS PROJECT.
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FLOOR PLAN LEGEND

SYMBOL	DESCRIPTION		
	DUPLEX RECEPTACLE, RE: ELECTRICAL		
GFCI	DUPLEX RECEPTACLE, GFCI, RE: ELECTRICAL		
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	LIGHT SWITCH, THREE WAY, RE: ELECTRICAL		
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REFLECTED CEILING PLAN LEGEND

SYMBOL	DESCRIPTION		
	EMERGENCY EXIT SIGN, RE: ELECTRICAL		
EM	EMERGENCY EXIT LIGHT, RE: ELECTRICAL		
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Winter Park, FL 32789
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CONSULTANT

AHJ

No.	Description	Date
A	PROGRESS SET-1	01-04-2026
B	PROGRESS SET-2	01-30-2026

FILE PATH: C:\Users\Kay_s\OneDrive\Documents\COMA 1125.003 - Ocoee Pickleball Building 2_v3_S.kay.kay@ocoee.org.rvt
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LUCAS DEVELOPMENT
1818 LAKE ROBERTS LANDING DR.
WINTER GARDEN, FL 34787

75% CD SET

PRIME PICKLEBALL TENANT IMPROVEMENT - BUILDING 2

1050 JACOB NATHAN BLVD
OCOEE, FL 34747

FLOOR PLAN

PROJECT No. COM-1125.003

DATE 01-04-2026

BLDG/PHASE No. B2

SHEET No. A121

Scale (ARCH E1) As indicated

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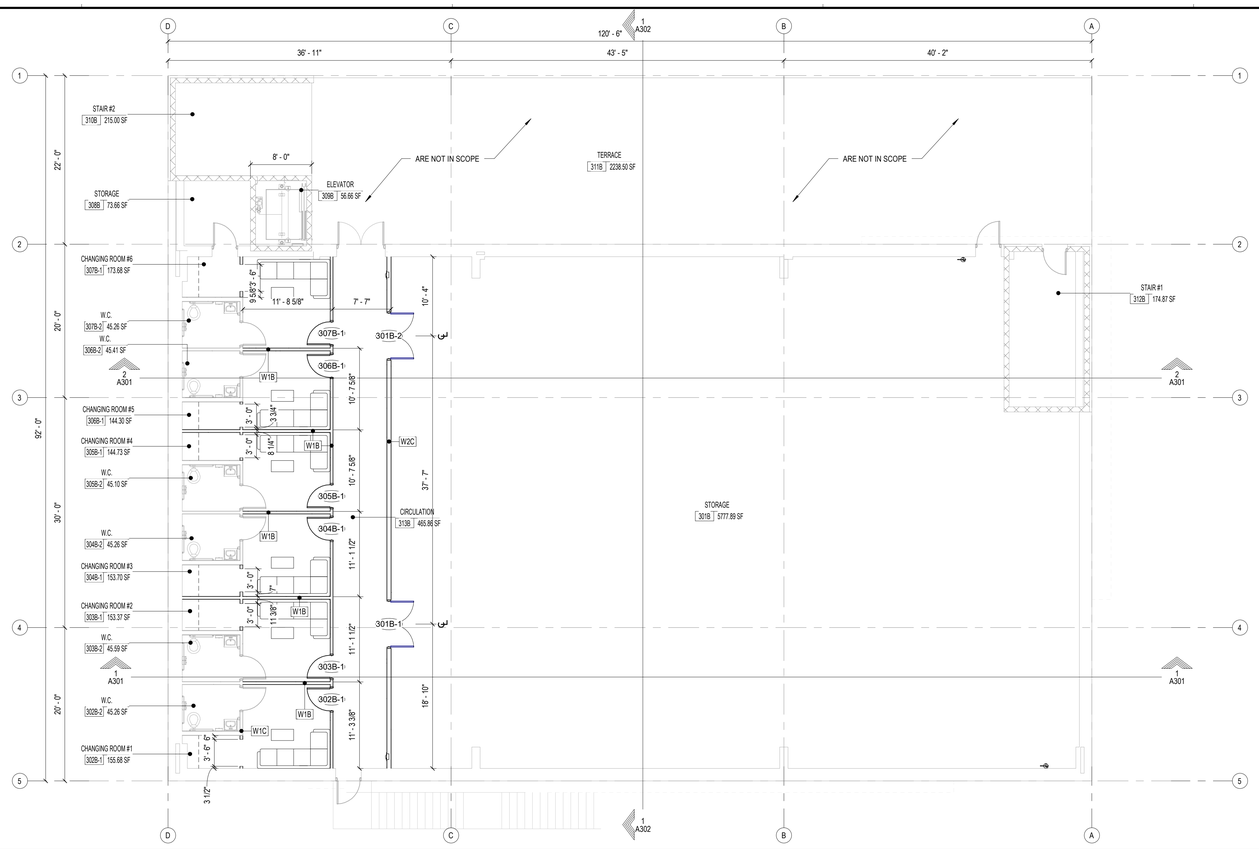
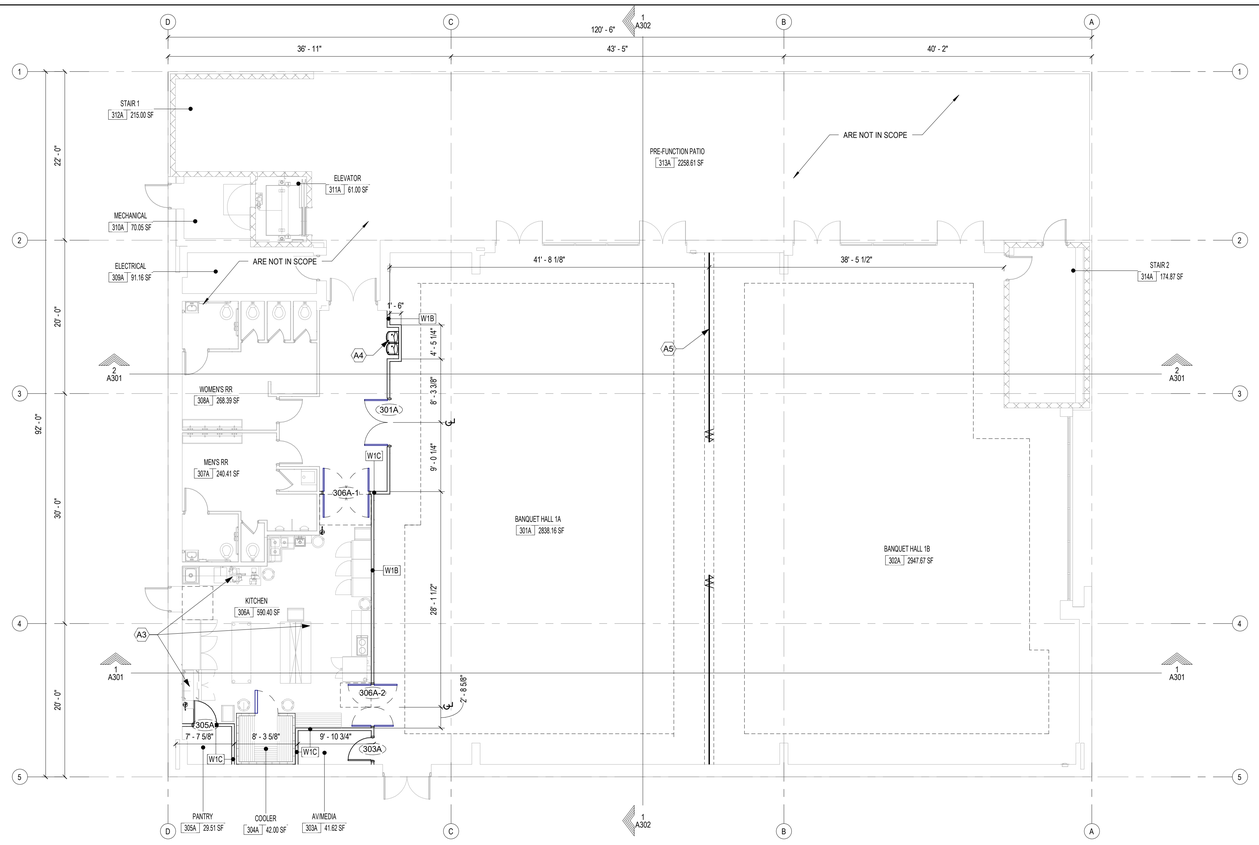


2 Scale: 1/8" = 1'-0" B3-SECOND FLOOR PLAN



1 Scale: 1/8" = 1'-0" B3-FIRST FLOOR PLAN

GENERAL NOTES - FLOOR PLAN

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KEYNOTES

KEYNOTE #	DESCRIPTION
A3	KITCHEN EQUIPMENT BY OTHERS
A4	DRINKING FOUNTAIN
A5	ACCORDIAN DIVIDER

FLOOR PLAN LEGEND

SYMBOL	DESCRIPTION		
	DUPLEX RECEPTACLE, RE: ELECTRICAL		
GFCI	DUPLEX RECEPTACLE, GFCI, RE: ELECTRICAL		
	DUPLEX RECEPTACLE, FLOOR MOUNTED, RE: ELECTRICAL		
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REFLECTED CEILING PLAN LEGEND

SYMBOL	DESCRIPTION		
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EM	EMERGENCY EXIT LIGHT, RE: ELECTRICAL		
EM	EXTERIOR EMERGENCY EXIT LIGHT, RE: ELECTRICAL		
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	2X4 LIGHT FIXTURE, RE: ELECTRICAL		
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	PENDANT LIGHT FIXTURE, RE: ELECTRICAL		
	SINGLE BULB LIGHT FIXTURE, RE: ELECTRICAL		
	LINEAR LIGHT FIXTURE, RE: ELECTRICAL		
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FE	FIRE/LIFE SAFETY EQUIPMENT	**FE** FIRE EXTINGUISHER **HS** HORN/STROBE **S** STROBE	**K** KNOX BOX **P** PULL STATION

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AHJ

No.	Description	Date
A	PROGRESS SET - 1	01-04-2026
B	PROGRESS SET - 2	01-29-2026
C	75% CD SET	02-16-2026

LUCAS DEVELOPMENT
1818 LAKE ROBERTS LANDING DR.
WINTER GARDEN, FL 34787

75% CD SET

PRIME PICKLEBALL TENANT IMPROVEMENT - BUILDING 3

1100 JACOB NATHAN BLVD
OCOEE, FL 34747

FLOOR PLANS

PROJECT No. COM-1125.003

DATE 01-04-2026

BLDG/PHASE No. B3

SHEET No. A121

Scale (ARCH E1) As indicated

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LARGE-SCALE FINAL SITE PLAN

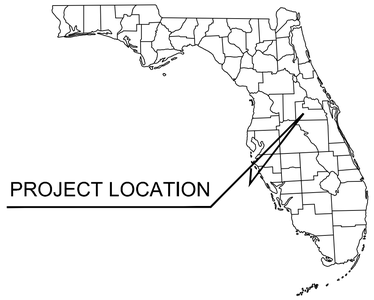
FOR

OCOEE PICKLEBALL COMPLEX

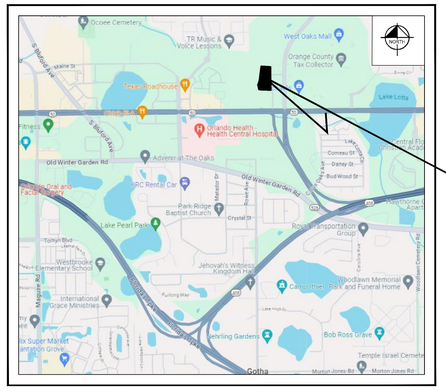
JULY 17, 2026

1000, 1050, & 1100 JACOB NATHAN BLVD, OCOEE, FL 34747
ORANGE COUNTY, FLORIDA

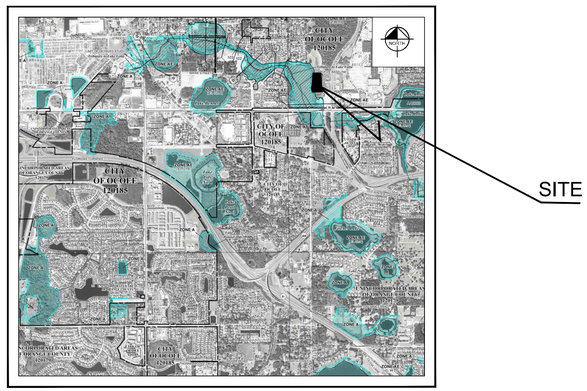
PARCEL ID'S: 21-22-28-3093-04-000,
21-22-28-3093-03-000, & 21-22-28-3093-06-000



AERIAL MAP
N.T.S.



SECTION 11, TOWNSHIP 25S, RANGE 27E
LOCATION MAP
N.T.S.



MAP No. 12095C0220H, EFFECTIVE DATE: SEPTEMBER 24, 2021
FEMA F.I.R.M.
N.T.S.

LEGAL DESCRIPTION:

LOTS 3, 4 AND 6, GOODMAN CENTER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGES 7 & 8, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PART OF THE ABOVE REFERENCED PROPERTY IS LOCATED IN ZONE 'AE', AREA OF 100 YEAR FLOODING, WITH A BASE FLOOD ELEVATION OF 100.2, WITH THE BALANCE OF SAID PROPERTY BEING LOCATED IN ZONE 'X', AREA OF MINIMAL FLOODING, AS PER F.I.R.M. COMMUNITIY PANEL NO. 12095C0220 H, ORANGE COUNTY, FLORIDA. MAP DATED SEPTEMBER 24, 2021.

PROJECT TEAM

DEVELOPER
VASANT SPORTS LLC
CONTACT: SRAVAN TUMMALA
PHONE: (201) 303-4050
EMAIL: SRAVAN.TUMMALA@GMAIL.COM

PROPERTY OWNER
VASANT SPORTS LLC
CONTACT: SRAVAN TUMMALA
PHONE: (201) 303-4050
EMAIL: SRAVAN.TUMMALA@GMAIL.COM

ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
200 S. ORANGE AVE, SUITE 600
ORLANDO, FL 32801
CONTACT: CHRIS LEPPERT, P.E.
PHONE: (407) 898-1511
EMAIL: CHRIS.LEPPERT@KIMLEY-HORN.COM

SURVEYOR
DEFOOR SURVEYING
P.O. BOX 1472
GENEVA, FL 32732
CONTACT: CHARLES ROB DEFOOR
PHONE: (407) 880-9811
EMAIL:

UTILITY PROVIDERS

POWER
DUKE ENERGY
2001 OLD SENIC WAY
LAKE WALES, FL 33853
CONTACT: SHANNON DEAR
PHONE: (407) 905-3321

WATER & SEWER SERVICE
CITY OF OCOEE
1 N BLUFORD AVE,
OCOEE, FL 34761
PHONE: (407) 905-3191

GAS
TECO PEOPLES GAS
600 WEST ROBINSON STREET
ORLANDO, FL 32801
PHONE: (407) 420-2678

TELEPHONE/CABLE
CHARTER COMMUNICATIONS
3767 ALL AMERICAN BLVD.
ORLANDO, FL 32810
CONTACT: MARVIN USRY, JR.
PHONE: (407) 532-8509

INDEX OF SHEETS

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C1.0	GENERAL NOTES
C2.0	STORM WATER POLLUTION PREVENTION PLAN
C2.1	EROSION CONTROL DETAILS
C3.0	EXISTING CONDITIONS - DEMOLITION PLAN
C3.1	EROSION AND SEDIMENT CONTROL PLAN
C4.0	SITE PLAN
C5.0	PAVING, GRADING, AND DRAINAGE PLAN
C5.1	PAVING GRADING AND DRAINAGE PLAN
C5.2	GRADING SECTIONS
C6.0	UTILITY PLAN
C6.1	UTILITY PROFILES
C7.0 - C7.3	GENERAL CONSTRUCTION DETAILS
C8.0	FIRE TRUCK ROUTING PLAN
C9.0	LIGHTING PLAN
C9.1	LIGHTING DETAILS

Digitally signed by Christopher Leppert
DN: cn=Christopher Leppert, c=US, o=KIMLEY-HORN AND ASSOCIATES INC, email=chris.leppert@kimley-horn.com
Date: 2026.07.22 12:36:16 -04'00'

CHRISTOPHER LEPPERT, P.E.
FL P.E. # 90200

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY CHRISTOPHER C. LEPPERT, P.E. ON THE DATE ADJACENT TO THE SEAL.

SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PREPARED BY
Kimley»Horn

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200 S. Orange Avenue, Suite 600, Orlando, FL 32801
Phone: (407) 898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

Always call 811 two full business days before you dig to have underground utilities located and marked.
Sunshine811.com

*VERTICAL DATUM USED: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)

OCOEE PICKLEBALL
JUNE 29, 2026
ENGINEER'S PROJECT No. 249503000

REVISIONS:

No.	DESCRIPTION	DATE
2	CITY OF OCOEE COMMENTS	06/29/2026

Drawing name: K:\orl_civil\249503000-ocoee pickleball complex\CADD\CONST\plansheets\C0.0-COVER.dwg C0.0 COVER SHEET Jul 22, 2026 12:21pm by: Michael.Ghobrial
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Plotted By:Ghobrial, Michael Sheet Set:Ocoee Pickleball Construction Plans Layout:C1.0 GENERAL NOTES July 22, 2026 12:22:12pm K:\orl_civil\249503000-ocoee pickleball complex\CADD\CONST\sheetsets\C1.1-NOTES.dwg
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GENERAL

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING (HORIZONTALLY AND VERTICALLY) ALL EXISTING UTILITIES PRIOR TO START OF CONSTRUCTION AND FOR NOTIFYING THE VARIOUS UTILITY COMPANIES TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION, TEMPORARY DISTRIBUTION SERVICE, OR CLARIFICATION OF ACTIVITY REGARDING SAID UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING AN UNDERGROUND UTILITY, WHETHER SHOWN ON THESE PLANS OR FIELD LOCATED. ALL OTHER UTILITIES WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE RESPECTIVE UTILITY COMPANIES AND THE CONTRACTOR SHALL COOPERATE WITH THEM DURING RELOCATION OPERATIONS. ANY DELAY OR INCONVENIENCE OF THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED. CONTRACTOR SHALL CALL "SUNSHINE ONE" AT 811 TO HAVE EXISTING UTILITIES LOCATED AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.
2. THE LOCATIONS OF ALL EXISTING UTILITIES, STORM DRAINAGE SYSTEMS, AND TOPOGRAPHIC FEATURES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST AVAILABLE INFORMATION AND ARE PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. SHOULD A DISCREPANCY ARISE BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS, WHICH WOULD APPRECIABLY AFFECT THE EXECUTION OF THESE PLANS, THE CONTRACTOR SHALL HALT CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY.
3. PRIOR TO THE INITIATION OF SITE CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ANY EXISTING UTILITIES INCLUDING GAS, WATER, ELECTRIC, CABLE TV, COMMUNICATIONS, SANITARY SEWERS AND STORM DRAINAGE SYSTEMS, ON AND / OR ADJACENT TO THE SITE. REMOVE OR CAP AS NECESSARY.
4. THE CONTRACTOR SHALL EXERCISE CAUTION IN AREAS OF BURIED UTILITIES AND SHALL CALL "SUNSHINE 811" AT 811 OR 1-800-432-4770 AT LEAST 48 HOURS PRIOR TO CONSTRUCTION TO ARRANGE FOR FIELD LOCATIONS OF BURIED UTILITIES.
5. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED, BY THE CONTRACTOR OR SUB-CONTRACTORS, AS CALLED FOR IN THESE CONTRACT DOCUMENTS.
6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMIT AND INSPECTION REQUIREMENTS SPECIFIED BY THE VARIOUS GOVERNMENTAL AGENCIES AND THE ENGINEER. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS, SUCH AS RIGHT OF WAY PERMIT(S), EXCAVATION/FILL PERMIT(S), FIRE PROTECTION PERMIT(S), OR UNDERGROUND UTILITY PERMIT(S), PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL INSPECTION CRITERIA OF APPLICABLE AGENCIES, SCHEDULING OF INSPECTIONS, AND OBTAINING REQUIRED INSPECTIONS FROM AGENCY.
7. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS, ON ALL PRECAST AND MANUFACTURED ITEMS, TO THE OWNER'S ENGINEER FOR REVIEW. FAILURE TO OBTAIN APPROVAL BEFORE INSTALLATION MAY RESULT IN REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
8. ALL UTILITY SERVICE STUB-OUTS (WATER, SANITARY SEWER, etc.) ARE TO BE INSTALLED WITHIN 5' OF BUILDING(S), UNLESS OTHERWISE NOTED ON PLANS.
9. CONTRACTOR TO COORDINATE WITH THE APPLICABLE ELECTRIC UTILITY SUPPLIER REGARDING ANY NECESSARY RELOCATION(S) OF UNDERGROUND AND/OR OVERHEAD ELECTRIC FACILITIES, AND FOR THE LOCATION AND INSTALLATION OF TRANSFORMER PAD(S) AND ASSOCIATED ELECTRIC FACILITIES.
10. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN AN R-O-W UTILIZATION PERMIT (IF REQUIRED) FOR CONSTRUCTION OF THE PROPOSED UTILITIES. THIS PERMIT MUST BE OBTAINED BY A DULY LICENSED PLUMBING CONTRACTOR (OR CLASS A GENERAL CONTRACTOR) PRIOR TO THE START OF CONSTRUCTION. THESE PLANS AND ANY SUBSEQUENT REVISIONS TO THESE PLANS, THAT ARE ISSUED BY THE ENGINEER, WILL BE SUBJECT TO THE APPROVAL CONDITIONS OF THIS PERMIT.
11. THE GRAPHIC INFORMATION DEPICTED ON THESE PLANS HAS BEEN COMPILED TO PROPORTION BY SCALE AS ACCURATELY AS POSSIBLE. HOWEVER, DUE TO REPRODUCTIVE DISTORTION, REDUCTION, AND/OR REVISIONS, INFORMATION CONTAINED HEREIN IS NOT INTENDED TO BE SCALED FOR CONSTRUCTION PURPOSES.
12. ALL SPECIFICATIONS AND DOCUMENTS REFERENCED HEREIN SHALL BE OF THE LATEST REVISION.
13. ALL UNDERGROUND UTILITIES MUST BE IN-PLACE, TESTED AND INSPECTED PRIOR TO BASE AND SURFACE CONSTRUCTION.
14. WORK PERFORMED UNDER THIS CONTRACT SHALL INTERFACE SMOOTHLY WITH ANY OTHER WORK BEING PERFORMED ON SITE BY OTHER CONTRACTORS/SUBCONTRACTORS AND UTILITY COMPANIES. IT WILL BE NECESSARY FOR THE GENERAL CONTRACTOR TO COORDINATE AND SCHEDULE HIS/HER ACTIVITIES ACCORDINGLY.
15. ALL DIMENSIONS ARE TO FACE OF CURB, UNLESS OTHERWISE NOTED.
16. ALL SIGNAGE MUST COMPLY WITH CITY OF OCOEE LAND DEVELOPMENT CODE.
17. CONTRACTOR IS RESPONSIBLE FOR ALL DEWATERING ACTIVITIES NECESSARY TO PERFORM THE WORK WITHIN THESE PLANS.
18. THE CONTRACTOR SHALL RESTORE OFF-SITE CONSTRUCTION AREAS TO EQUAL AND/OR BETTER CONDITION THAN EXISTING PRIOR TO START OF CONSTRUCTION.
19. THE CONTRACTOR SHALL COMPLY WITH THE LEGAL LOAD RESTRICTIONS IN HAULING OF MATERIALS IN PUBLIC ROADS BEYOND THE LIMITS OF WORK. A SPECIAL PERMIT WILL NOT RELIEVE THE CONTRACTOR OF LIABILITY FOR THE DAMAGE WHICH MAY RESULT FROM THE MOVING OF MATERIAL AND EQUIPMENT.
20. SURVEY MONUMENTS OR BENCHMARKS, WHICH HAVE TO BE DISTURBED BY THIS WORK, SHALL BE REPLACED UPON COMPLETION OF WORK BY A A LICENSED LAND SURVEYOR CURRENTLY REGISTERED IN THE STATE OF FLORIDA.
21. CONTRACTOR IS TO ADJUST ANY UTILITY ELEMENT MEANT TO BE FLUSH WITH GRADE (CLEAN OUT MANHOLES, CATCH BASINS, INLETS, ETC.) THAT IS AFFECTED BY SITE WORK OR GRADE CHANGES, WHETHER SPECIFICALLY NOTED ON PLANS OR NOT.
22. ALL WORK PERFORMED WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE 2024-25 EDITION OF FDOT STANDARD PLANS, THE JULY 2022 SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE 2017 UTILITY ACCOMMODATION MANUAL.
23. THE MOST STRINGENT STANDARDS BETWEEN THE CITY STANDARDS AND THE STANDARDS SET FORTH IN THE GENERAL NOTES (AS DETERMINED BY THE ENGINEER OF RECORD OR THE CITY ENGINEER) SHALL BE FOLLOWED.

TREES AND VEGETATION

1. THE CONTRACTOR IS TO MINIMIZE THE REMOVAL OF VEGETATION TO THE GREATEST EXTENT PRACTICAL. SEE DEMOLITION PLAN FOR TREES TO BE REMOVED. TREES IN CLOSE PROXIMITY TO CONSTRUCTION SHALL BE PROTECTED BY WOOD FENCING PER DETAIL ON SHEET C2.1.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE BUFFERS AND RETENTION AND DETENTION FACILITIES UNTIL THE WORK HAS BEEN ACCEPTED BY THE OWNER. ALL DISTURBED AREAS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION.

DEMOLITION

1. CONTRACTOR SHALL SUBMIT DEMOLITION SCHEDULE TO OWNER PRIOR TO PROCEEDING WITH DEMOLITION ACTIVITIES.
2. EXTENT OF SITE CLEARING IS SHOWN ON DRAWINGS.
3. CONTRACTOR SHALL CONDUCT SITE DEMOLITION OPERATIONS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS, AND OTHER ADJACENT OCCUPIED OR USED FACILITIES. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS OR OTHER OCCUPIED OR USED FACILITIES WITHOUT PERMISSION FROM AUTHORITIES HAVING JURISDICTION.
4. CONTRACTOR SHALL PROVIDE PROTECTION NECESSARY TO PREVENT DAMAGE TO EXISTING IMPROVEMENTS INDICATED ON PLAN "EXISTING TO REMAIN".
5. CONTRACTOR SHALL RESTORE DAMAGED IMPROVEMENTS TO THEIR ORIGINAL CONDITION, AS ACCEPTABLE TO PARTIES HAVING JURISDICTION.
6. CONTRACTOR SHALL REMOVE WASTE MATERIALS AND UNSUITABLE AND EXCESS TOPSOIL FROM PROPERTY AND DISPOSE OF OFF-SITE IN A LEGAL MANNER.
7. CONTRACTOR SHALL DEMOLISH AND COMPLETELY REMOVE FROM SITE MATERIAL INDICATED ON PLAN OR NOTES "TO BE REMOVED".
8. CONTRACTOR SHALL PROTECT STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, AND OTHER FACILITIES FROM DAMAGE CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING, WASHOUT AND OTHER HAZARDS CREATED BY THE DEMOLITION OPERATION.

STORM DRAINAGE SYSTEM

1. STANDARD INDEXES REFER TO THE LATEST EDITION OF F.D.O.T. "ROADWAY AND TRAFFIC DESIGN STANDARDS."
2. THE LATEST EDITION OF F.D.O.T. "DESIGN STANDARDS FOR DESIGN, CONSTRUCTION, MAINTENANCE, AND UTILITY OPERATIONS ON THE STATE HIGHWAY SYSTEM" IS REFERRED TO FOR THE STRUCTURAL DESIGN OF DRAINAGE STRUCTURES SPECIFIED IN THESE PLANS, AS REFERENCED BY STANDARD INDEX. ALL SPECIALTY DRAINAGE STRUCTURES REQUIRE SEPARATE STRUCTURAL DESIGN, WHICH IS NOT INCLUDED IN THESE PLANS. STATION OFFSETS ARE TO THE CENTERLINE OF THE STRUCTURE TOP (I.E. DITCH BOTTOM INLET OR CURB INLET TOP), AS OPPOSED TO THE STRUCTURE BASE.
3. ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE CLASS III (ASTM C-76) UNLESS OTHERWISE NOTED ON PLANS. ALL DRAINAGE STRUCTURES SHALL BE IN ACCORDANCE WITH F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS UNLESS OTHERWISE NOTED ON PLANS.
4. PIPE LENGTHS SHOWN ARE APPROXIMATE AND TO CENTER OF DRAINAGE STRUCTURES, WITH THE EXCEPTION OF MITERED END AND FLARED END SECTIONS. LENGTHS OF PIPE SHOWN WHICH TERMINATE WITH MITERED END OR FLARED END SECTIONS ARE MEASURED TO THE DOWNSTREAM INVERT OF THE MITERED END OR FLARED END SECTION.
5. ALL DRAINAGE STRUCTURE GRATES AND COVERS, EITHER EXISTING OR PROPOSED SHALL BE TRAFFIC RATED FOR H-20 LOADINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY NECESSARY UPGRADES TO EXISTING DRAINAGE STRUCTURES.
6. CONSTRUCTION OF THE STORMWATER MANAGEMENT SYSTEM MUST BE COMPLETE AND ALL DISTURBED AREAS STABILIZED IN ACCORDANCE WITH THE PERMITTED PLANS AND CONDITIONS PRIOR TO ANY OF THE FOLLOWING: ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY; INITIATION OF INTENDED USE OF THE INFRASTRUCTURE; OR TRANSFER OF RESPONSIBILITY FOR MAINTENANCE OF THE SYSTEM TO A LOCAL GOVERNMENT OR OTHER RESPONSIBLE ENTITY.
7. STORM WATER PIPES, STRUCTURES, MINIMUM COVER, AND INSTALLATION PROCEDURES TO BE IN ACCORDANCE WITH THE CITY OF OCOEE LAND DEVELOPMENT CODE.
8. DURING CONSTRUCTION, NO DIRECT DISCHARGE OF WATER TO DOWNSTREAM RECEIVING WATERS WILL BE ALLOWED. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER QUALITY AND SHALL ROUTE DISCHARGE WATER IN SUCH A MANNER AS TO ADEQUATELY REMOVE SILT PRIOR TO RUNOFF FROM THE SITE.
9. A LOMA WILL BE SUBMITTED WITH THE CONSTRUCTION DOCUMENTS AND IS REQUIRED FOR THE ISSUANCE OF A CERTIFICATE OF COMPLETION

DRAINAGE SYSTEM TESTING AND INSPECTION

1. THE STORM DRAINAGE PIPING SYSTEM SHALL BE SUBJECT TO A VISUAL INSPECTION BY THE OWNER'S ENGINEER PRIOR TO THE PLACEMENT OF BACKFILL. CONTRACTOR TO NOTIFY THE ENGINEER 48 HOURS IN ADVANCE TO SCHEDULE INSPECTION.
2. THE CONTRACTOR SHALL MAINTAIN AND PROTECT FROM MUD, DIRT, DEBRIS, ETC. THE STORM DRAINAGE SYSTEM UNTIL FINAL ACCEPTANCE OF THE PROJECT. THE STORM SYSTEM WILL BE REINSPECTED BY THE OWNER'S ENGINEER PRIOR TO APPROVAL FOR CERTIFICATE OF OCCUPANCY PURPOSES. THE CONTRACTOR MAY BE REQUIRED TO RECLEAN PIPES AND INLETS AT THE CONTRACTORS EXPENSE AND PRIOR TO FINAL ACCEPTANCE.

SAFETY

1. ALL SUBSURFACE CONSTRUCTION SHALL COMPLY WITH THE "TRENCH SAFETY ACT". THE CONTRACTOR SHALL INSURE THAT THE METHOD OF TRENCH PROTECTION AND CONSTRUCTION IS IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY AND ENFORCE ALL APPLICABLE SAFETY REGULATIONS. THE ABOVE INFORMATION HAS BEEN PROVIDED FOR THE CONTRACTOR'S INFORMATION ONLY AND DOES NOT IMPLY THAT THE OWNER OR ENGINEER WILL INSPECT AND/OR ENFORCE SAFETY REGULATIONS.
2. DURING THE CONSTRUCTION AND/OR MAINTENANCE OF THIS PROJECT, ALL SAFETY REGULATIONS ARE TO BE ENFORCED. THE CONTRACTOR OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL AND SAFETY OF THE TRAVELING PUBLIC AND THE SAFETY OF HIS/HER PERSONNEL. LABOR SAFETY REGULATIONS SHALL CONFORM TO THE PROVISIONS SET FORTH BY OSHA IN THE FEDERAL REGISTER OF THE DEPARTMENT OF TRANSPORTATION. THE MINIMUM STANDARDS AS SET FORTH IN THE CURRENT EDITION OF "THE STATE OF FLORIDA, MANUAL ON TRAFFIC CONTROL AND SAFE PRACTICES FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS" SHALL BE FOLLOWED IN THE DESIGN, APPLICATION, INSTALLATION, MAINTENANCE AND REMOVAL OF ALL TRAFFIC CONTROL DEVICES, WARNING DEVICES AND BARRIERS NECESSARY TO PROTECT THE PUBLIC AND CONSTRUCTION PERSONNEL FROM HAZARDS WITHIN THE PROJECT LIMITS. CONTRACTOR SHALL PROVIDE FOR THE SAFETY AND CONTROL OF LOCAL TRAFFIC DURING CONSTRUCTION. ADDITIONAL INFORMATION MAY BE REQUIRED IF LANE CLOSURE DURATIONS ARE LONGER THAN DAYTIME OPERATIONS.

EARTHWORK / GRADING / DEMUCKING PROCEDURES

1. A GEOTECHNICAL ENGINEERING INVESTIGATION REPORT HAS BEEN PREPARED FOR PURPOSES OF STORM WATER DESIGN, OF WHICH COPIES ARE AVAILABLE THROUGH THE OWNER OR THEIR SOIL TESTING COMPANY. A GEOTECHNICAL ENGINEER SHALL BE RETAINED BY THE CONTRACTOR TO PROVIDE ON-SITE INSPECTIONS DURING EXCAVATION/FILL OPERATIONS AND TESTING OF THE COMPACTED FILL SO THAT PROPER DOCUMENTATION OF THE REQUIRED COMPACTING CRITERIA CAN BE PROVIDED.
2. ALL EXISTING DEBRIS (ABOVE OR BELOW GROUND), CONSTRUCTION DEBRIS AND OTHER WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR, IN ACCORDANCE WITH APPLICABLE REGULATORY AGENCY REQUIREMENTS IN A LEGAL MANNER.
3. UNLESS OTHERWISE NOTED, GRADE TO MEET EXISTING ELEVATION AT PROPERTY LINES. FINAL GRADES SHOWN INCLUDE SOD HEIGHT. PROPOSED SPOT ELEVATIONS REPRESENT FINISHED PAVEMENT OR GROUND SURFACE GRADES, UNLESS OTHERWISE NOTED. IT MAY BE NECESSARY TO FIELD ADJUST PAVEMENT ELEVATIONS TO PRESERVE THE ROOT SYSTEMS OF TREES SHOWN TO BE SAVED. CONTRACTOR TO COORDINATE WITH OWNER'S ENGINEER PRIOR TO ANY ELEVATION CHANGES. ALL AREAS SHALL BE GRADED TO DRAIN AWAY FROM THE BUILDINGS.
4. ALL DELETERIOUS SUBSURFACE MATERIAL (I.E. MUCK, PEAT, BURIED DEBRIS) IS TO BE EXCAVATED AND REPLACED WITH SUITABLE/COMPACTED SOILS, AS DIRECTED BY THE OWNER OR THEIR SOILS TESTING COMPANY. DELETERIOUS MATERIAL IS TO BE STOCKPILED OR REMOVED FROM THE SITE AS DIRECTED BY THE OWNER. EXCAVATED AREAS ARE TO BE BACKFILLED WITH APPROVED MATERIALS AND COMPACTED AS SHOWN ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ANY PERMITS THAT ARE NECESSARY FOR REMOVING DELETERIOUS MATERIAL FROM THE SITE.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND WILL PROVIDE BRACING, SHEETING OR SHORING AS NECESSARY. DEWATERING METHODS SHALL BE USED AS REQUIRED TO KEEP TRENCHES DRY WHILE PIPE AND APPURTENANCES ARE BEING PLACED.
6. ALL NECESSARY FILL AND EMBANKMENT THAT IS PLACED DURING CONSTRUCTION SHALL CONSIST OF MATERIAL SPECIFIED BY THE OWNER'S SOILS TESTING COMPANY OR ENGINEER AND BE PLACED AND COMPACTED ACCORDING TO THESE PLANS.
7. THE CONTRACTOR SHALL INSURE THAT PROPER SOIL DENSITIES ARE ACHIEVED FOR PLACEMENT OF ALL HEADWALL/ENDWALL FOOTINGS, RETAINING WALL FOOTINGS, AND IN GENERAL, ANY FOOTING SUPPORT DESCRIBED ON THESE PLANS. IT WILL ALSO BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SUFFICIENT SOILS TESTING HAS BEEN PERFORMED PRIOR TO FINAL INSTALLATION OF IMPROVEMENTS.
8. ANY UNSUITABLE ORGANIC SOIL SHALL BE EXCAVATED TO A MINIMUM MARGIN OF 6 FEET BEYOND ITS PERIPHERY EXCAVATED TO EXPOSE THE UNDERLYING NON-ORGANIC FINE SAND.
9. IF DETERMINED NECESSARY, DEWATERING DURING EXCAVATING/BACKFILLING OPERATIONS MAY BE ACCOMPLISHED BY DITCHING AND THE USE OF SUMP PUMPS AND/OR OTHER METHODS (WELL POINTS), AS NECESSARY. CONTRACTOR TO OBTAIN ALL REQUIRED PERMITS FOR DEWATERING ACTIVITIES THAT MAY BE REQUIRED.
10. UPON APPROVAL OF THE GEOTECHNICAL ENGINEER, THE EXCAVATED AREAS MAY BE BACKFILLED WITH CLEAN FINE SAND FREE OF UNSUITABLE OR DELETERIOUS MATERIAL. HOWEVER, THE FILL SHOULD NOT BE PLACED IN MORE THAN 6 INCHES OF STANDING WATER. ONCE THE FILL IS AT LEAST 2 FEET ABOVE THE DEWATERED LEVEL, BACKFILLING MAY PROCEED AS DIRECTED BY THE GEOTECHNICAL ENGINEER.
11. IN THE EVENT OF EXCESSIVE OFF-SITE TRACKING, THE CONTRACTOR WILL BE OBLIGATED TO INSTALL ADDITIONAL EROSION CONTROL MEASURES

PAVING, GRADING AND DRAINAGE

1. ALL PAVING SHALL BE PERFORMED IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
2. PROPOSED SPOT ELEVATIONS REPRESENT FINISHED PAVEMENT OR GROUND SURFACE GRADES, UNLESS OTHERWISE NOTED.
3. CONTRACTOR SHALL TRIM, TACK AND MATCH EXISTING PAVEMENT AT LOCATIONS WHERE NEW PAVEMENT MEETS EXISTING PAVEMENT.
4. CURBING SHALL BE PLACED AT THE EDGES OF ALL PAVEMENT, UNLESS OTHERWISE NOTED. REFER TO THE LATEST EDITION OF F.D.O.T. "DESIGN STANDARDS" FOR DETAILS AND SPECIFICATIONS OF ALL F.D.O.T. TYPE CURB AND GUTTERS CALLED FOR IN THESE PLANS.
5. PRIOR TO CONSTRUCTING CONCRETE PAVEMENT, THE CONTRACTOR IS TO SUBMIT A PROPOSED JOINTING PATTERN TO THE SOILS ENGINEER FOR APPROVAL.
6. CONTRACTOR TO PROVIDE A 1/2" TO 1" BITUMINOUS EXPANSION JOINT MATERIAL WITH SEALER AT ABUTMENT OF CONCRETE AND OTHER MATERIALS (STRUCTURES, OTHER POURED)
7. ALL PAVEMENT MARKINGS SHALL BE MADE IN ACCORDANCE WITH F.D.O.T. DESIGN STANDARDS.
8. THE CONTRACTOR WILL STABILIZE BY SEED AND MULCH, SOD, OR OTHER APPROVED MATERIALS ANY DISTURBED AREAS WITHIN ONE WEEK FOLLOWING CONSTRUCTION OF THE UTILITY SYSTEMS AND PAVEMENT AREAS. CONTRACTOR SHALL MAINTAIN SUCH AREAS UNTIL FINAL ACCEPTANCE BY OWNER. CONTRACTOR TO COORDINATE WITH OWNER REGARDING TYPE OF MATERIAL, LANDSCAPING AND IRRIGATION REQUIREMENTS.
9. THE CONTRACTOR SHALL RESTORE OFF-SITE CONSTRUCTION AREAS TO EQUAL AND/OR BETTER CONDITION THAN EXISTING PRIOR TO START OF CONSTRUCTION.
10. UNLESS OTHERWISE NOTED, GRADE TO MEET EXISTING ELEVATION AT PROPERTY LINES.
11. SURVEY MONUMENTS OR BENCHMARKS, WHICH HAVE TO BE DISTURBED BY THIS WORK, SHALL BE REPLACED UPON COMPLETION OF WORK BY A REGISTERED LAND SURVEYOR AT CONTRACTORS EXPENSE.
12. FINAL GRADES SHOWN INCLUDE SOD HEIGHT. ALL AREAS SHALL BE GRADED TO DRAIN AWAY FROM THE BUILDINGS.
13. ALL WORK TO BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND JURISDICTIONAL PERMITTING AGENCIES.
14. CONTRACTOR SHALL SOD ALL DISTURBED AREAS WITH BAHIA UNLESS OTHERWISE NOTED.
15. ALL FINISHED FLOOR ELEVATIONS SHALL EXCEED THE 100-YEAR FLOOD PLAIN ELEVATION BY A MINIMUM OF TWO (2) FEET.
16. A LOMA WILL BE SUBMITTED WITH THE CONSTRUCTION DOCUMENTS AND IS REQUIRED FOR THE ISSUANCE OF A CERTIFICATE OF COMPLETION (CO).

PAVING/GRADING TESTING AND INSPECTION

1. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPLICABLE TESTING WITH THE SOILS ENGINEER. TESTS WILL BE REQUIRED PURSUANT WITH THE SOILS REPORT. UPON COMPLETION OF WORK THE SOILS ENGINEER WILL SUBMIT CERTIFICATIONS TO THE OWNER AND OWNER'S ENGINEER STATING THAT ALL REQUIREMENTS HAVE BEEN MET.
2. A QUALIFIED TESTING LABORATORY SHALL PERFORM ALL TESTING NECESSARY TO ASSURE COMPLIANCE OF THE IN-PLACE MATERIALS AS REQUIRED BY THESE PLANS AND GEOTECHNICAL REPORT, THE VARIOUS AGENCIES AND PERMIT CONDITIONS. SHOULD ANY RETESTING BE REQUIRED DUE TO THE FAILURE OF ANY TESTS TO MEET THESE REQUIREMENTS, THE CONTRACTOR WILL BEAR ALL COSTS OF SAID RETESTING.

PAVEMENT MARKING AND SIGNAGE

1. THE INSTALLATION, SHAPE, AND SIZE OF ALL SIGNS AND THEIR LETTERING SHALL COMPLY WITH THE LATEST EDITIONS OF THE U.S. DEPARTMENT OF TRANSPORTATION "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) AND THE F.D.O.T. "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AND THE F.D.O.T. "DESIGN STANDARDS FOR DESIGN, CONSTRUCTION, MAINTENANCE, AND UTILITY OPERATIONS ON THE STATE HIGHWAY SYSTEM". WHERE CONFLICTS EXIST BETWEEN THE PLANS AND THE ABOVE MENTIONED SPECIFICATIONS, THE MORE STRINGENT CRITERIA SHALL PREVAIL.

TEST, INSPECTION AND CLOSEOUT REQUIREMENTS

1. ALL GRAVITY SEWER PIPING SHALL BE SUBJECT TO A VISUAL INSPECTION BY THE OWNER'S ENGINEER AND APPLICABLE MUNICIPALITY/AGENCY. THE CONTRACTOR SHALL NOTIFY THE ENGINEER 48 HOURS IN ADVANCE TO SCHEDULE INSPECTION(S). THE CONTRACTOR SHALL BE RESPONSIBLE FOR COSTS ASSOCIATED WITH A TELEVISED INSPECTION (TV) OF THE PROPOSED GRAVITY SEWER LINE CONSTRUCTION. TV INSPECTION SHALL BE IN ACCORDANCE TO CITY OF OCOEE UTILITIES DEPARTMENT TECHNICAL PROVISIONS. THE CONTRACTOR SHALL PROVIDE COPIES OF THE TV INSPECTION TAPE TO THE ENGINEER, THE OWNER AND THE APPLICABLE MUNICIPALITY/AGENCY.
2. THE CONTRACTOR SHALL PERFORM LEAKAGE TESTS ON ALL GRAVITY SEWERS PER CITY OF OCOEE UTILITIES DEPARTMENT TECHNICAL PROVISIONS.
3. AN AS-BUILT SURVEY SHALL BE PREPARED IN ACCORDANCE WITH CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE (F.A.C.), PURSAUNT TO CHAPTER 472, FLORIDA STATUTES (F.S.) SHALL BE REQUIRED.
4. THE CONTRACTOR SHALL PROVIDE UTILITY AS-BUILT AND GRADING/DRAINAGE AS-BUILT RECORD DRAWINGS BASED ON THE CIVIL DESIGN PLAN SHEETS. ALL AS-BUILTS SHALL BE OVERLAID ON THE CIVIL DESIGN PLANS WITH THE DESIGN SHADED BACK AND THE AS-BUILT BOLD. THE AS-BUILTS SHALL BE SIGNED AND SEALED BY A REGISTERED LAND SURVEYOR.
5. THE UTILITY AS-BUILT SHALL INCLUDE ALL SANITARY SEWERS AND FORCE MAIN SYSTEMS, POTABLE AND RECLAIMED WATER MAIN SYSTEMS, METERS, VALVES, FORCE MAINS, GAS MAINS, AND IRRIGATION LINES (2-INCH AND LARGER). CONTRACTOR TO PROVIDE ALL UTILITY CROSSING INFORMATION ON THE AS-BUILT. THE UTILITY AS-BUILTS SHALL IDENTIFY ALL WATER MAIN CROSSINGS WITH STORM AND SANITARY LINES INDICATING TOP OF PIPE AND INVERTS OF THE ABOVE CROSSING PIPE ALONG WITH CLEARANCE DIMENSIONS. THIS SHALL ALSO BE DONE FOR SANITARY/STORM CROSSINGS. ALL TEMPORARY SAMPLE POINT NUMBER (TSP#) LOCATIONS SHALL ALSO BE NOTED ON THE AS-BUILT. CONTRACTOR TO ALSO PROVIDE AN AS-BUILT ASSET TABLE IDENTIFYING SIZE OF PIPE OR FITTING AS WELL AS DEPTH TO TOP OF PIPE AND NORTHING AND EASTING OF EACH FITTING/VALVE, ETC. AS-BUILT DRAWINGS SHALL PROVIDE GPS COORDINATES FOR SANITARY STRUCTURES.
6. THE GRADING/DRAINAGE AS-BUILT SHALL INCLUDE ALL CONSTRUCTED IMPROVEMENTS THAT HAVE LOCATION AND/OR ELEVATION INFORMATION CALLED-OUT ON THE PLANS. THE AS-BUILT SHALL CLEARLY PROVIDE THE SAME INFORMATION IDENTIFIED ON THE DESIGN DOCUMENTS AND ALSO THE CONSTRUCTED LOCATIONS AND ELEVATIONS AS-BUILT INFORMATION.
7. THE CONTRACTOR SHALL PROVIDE A SIGNED AND SEALED LETTER FROM THE INDEPENDENT TESTING AGENCY THAT STATES CONFORMANCE WITH THE CONTRACT DOCUMENT REQUIREMENTS FOR COMPACTION TESTING. THE CONTRACTOR IS TO PROMPTLY NOTIFY THE OWNER AND ENGINEER OF RECORD WHEN ANY TESTING OR INSPECTIONS ARE DEFICIENT OR IRREGULAR.
8. SIGNED AND SEALED AS-BUILTS ARE REQUIRED TO BE SUBMITTED TO THE CITY OF OCOEE IN ACCORDANCE WITH SECTION 3.01.05 OF THE ENGINEERING STANDARDS MANUAL IN THE FOLLOWING FORMATS
   - 8.1. ONE (1) PDF COPY
   - 8.2. CAD (.DWG) COPY DRAWN IN STATE PLANE COORDINATES

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No.	REVISIONS	DATE	BY

Kimley»Horn
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200 S. ORANGE AVENUE, SUITE 600, ORLANDO, FL
PHONE: (407) 898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL ENGINEER — CHRISTOPHER M. PEPPER — P.E. — STATE OF FLORIDA — LICENSE NUMBER 84906 — DATE: 07/17/2026

KHA PROJECT	249503000
DATE	07/17/2026
SCALE	AS SHOWN
DESIGNED BY	JDW
DRAWN BY	JDW
CHECKED BY	CCL

GENERAL NOTES

OCOEE PICKLEBALL

FLORIDA

CITY OF OCOEE

SHEET NUMBER
C1.0

STORMWATER POLLUTION PREVENTION PLAN

SITE DESCRIPTION

PROJECT NAME AND LOCATION

OCOEE PICKLEBALL COMPLEX
CITY OF OCOEE, ORANGE COUNTY, FLORIDA

*SEE COVER SHEET FOR LOCATION MAP

OWNER/DEVELOPER NAME AND ADDRESS
VASANT SPORTS LLC
CONTACT:
PHONE:

PROJECT DESCRIPTION

CONSTRUCTION OF PICKLEBALL FACILITY AND ASSOCIATED INFRASTRUCTURE ON A VACANT LOT.

PROPERTY AREA: 6.07 ACRES
DEVELOPABLE AREA: 6.07 ACRES
CONTRIBUTING DRAINAGE AREA: 6.07 ACRES
ULTIMATE RECEIVING LAKE OLYMPIA

ACTIVITIES THAT REQUIRE EROSION CONTROL

SITE CLEARING AND GRUBBING; PROVIDING A STABILIZED CONSTRUCTION ENTRANCE, PERIMETER, AND OTHER EROSION AND SEDIMENT CONTROLS; EXCAVATION FOR THE RETENTION POND; SITE GRADING; INSTALLATION OF STORM WATER, SANITARY SEWER, AND WATER STRUCTURES; CURB, ROADWAYS, AND PARKING FACILITIES.

*SEE PLANS FOR THE LOCATION OF TEMPORARY SEDIMENT BARRIERS AND OTHER EROSION CONTROL METHODS.

SOIL PARAMETERS

SOIL TYPES:

HYDROLOGIC SOIL GROUP SUMMARY		
SOIL TYPE	SOIL NAME	RATING
7	CANDLER SAND, 0 TO 5 PERCENT SLOPES	A
24	NARCOOSSEE FINE SAND, 0 TO 2 PERCENT SLOPES	A

DEWATERING

DISCHARGE OF GROUNDWATER FROM DEWATERING OPERATIONS REQUIRES APPROVAL FROM FDEP AND THE APPLICABLE WATER MANAGEMENT DISTRICT. DISCHARGES DIRECTED TO THE COUNTY'S MS4 REQUIRES A RIGHT-OF-WAY UTILIZATION PERMIT FOR DEWATERING PRIOR TO THE START OF DISCHARGES. TO OBTAIN RIGHT-OF-WAY APPROVAL, COPIES OF THE FDEP PERMIT NOI, DOCUMENTATION SHOWING DEWATERING AT THE SITE IS NOT WITHIN 500 FT OF KNOWN CONTAMINATION, AND A DEWATERING PLAN SHALL BE SUBMITTED TO LAKE COUNTY PUBLIC WORKS. ANALYTICAL SAMPLING OF GROUNDWATER MAY BE REQUESTED BY LAKE COUNTY ON A CASE-BY-CASE BASIS TO CONFIRM SITE CONTAMINATION STATUS.

SEQUENCE OF MAJOR ACTIVITIES

THE ORDER OF CONSTRUCTION IS AS FOLLOWS:

1. PROVIDE STABILIZED CONSTRUCTION ENTRANCE
2. INSTALL SILT FENCES AND OTHER EROSION CONTROL METHODS
3. CLEAR AND GRUB FOR SEDIMENT BASIN AND EARTH DIKE
4. CONSTRUCT EARTH DIKE AND SEDIMENT BASIN
5. FINISH CLEARING AND GRUBBING
6. REMOVE AND STORE TOPSOIL
7. PROVIDE INITIAL GRADING AS REQUIRED
8. STABILIZE ALL DISTURBED AREAS AS SOON AS POSSIBLE
9. INSTALL UTILITIES, STORM SEWER, CURB AND GUTTER
10. INSTALL BASE TO ROAD AND PARKING AREA
11. FINISH GRADING ENTIRE SITE
12. CONSTRUCT FINAL PAVING
13. REMOVE ACCUMULATED SEDIMENT
14. REMOVE ANY ITEMS THAT ARE NOT REQUIRED

TIMING OF CONTROL MEASURES

THE INSTALLATION OF SILT FENCE (AND OTHER EROSION CONTROL MEASURES), A STABILIZED ENTRANCE AND SEDIMENT BASIN SHALL OCCUR PRIOR TO CLEARING AND GRUBBING ACTIVITY. AFTER CONSTRUCTION IS COMPLETE, THE ACCUMULATED SEDIMENT SHALL BE REMOVED AND THE AREAS SHALL BE REGRADED AND PERMANENTLY STABILIZED AS SHOWN ON THE PLANS.

CONTRACTOR SHALL MAKE EFFORTS TO RECYCLE, SALVAGE, REUSE, OR DONATE CONSTRUCTION DEBRIS. CONTRACTOR SHALL HAVE DEBRIS CONTAINERS MARKED FOR RECYCLE.

EROSION AND SEDIMENT CONTROLS

BEST MANAGEMENT PRACTICES SHALL BE USED FOR THIS PROJECT TO CONTROL EROSION AND TURBIDITY CAUSED BY STORM WATER RUN-OFF. THE LOCATION AND DETAILS OF EROSION CONTROL METHODS ARE SHOWN ON THE PLANS. THE CONTRACTOR IS RESPONSIBLE FOR PLACING AND MAINTAINING THESE CONTROL METHODS AS SHOWN ON THE PLANS OR AS REQUIRED. HE/SHE SHALL ALSO PROVIDE THE REQUIRED EROSION PROTECTION AS REQUIRED BY LOCAL, STATE AND FEDERAL LAW.

STORM WATER MANAGEMENT

STORM WATER WILL BE CONVEYED TO AN EXISTING DRY DETENTION POND VIA A SYSTEM OF CATCH BASINS AND STORM WATER PIPES. THE STORM WATER POND PROVIDES WATER QUALITY AND ATTENUATION PRIOR TO DISCHARGING TO THE ADJACENT WETLAND AND LAKE OLYMPIA.

STABILIZATION PRACTICES:

TEMPORARY STABILIZATION - TOPSOIL STOCK PILES AND DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY TEMPORARILY OR PERMANENTLY CEASE, SHALL BE STABILIZED WITH TEMPORARY SEED AND MULCH WITHIN 7 DAYS OF THE LAST CONSTRUCTION ACTIVITY IN THAT AREA. THE TEMPORARY SEED REQUIRED CAN BE FOUND IN TABLE 1.65 A OF THE FLORIDA DEVELOPMENT MANUAL. PRIOR TO SEEDING, WHERE SOILS ARE ACIDIC 2 TONS OF PULVERIZED AGRICULTURAL LIMESTONE SHOULD BE ADDED PER ACRE AND 450 POUNDS OF 10-20-20 FERTILIZER SHALL BE APPLIED TO EACH ACRE. AFTER SEEDING, EACH AREA SHALL BE IMMEDIATELY MULCHED WITH STRAW OR EQUIVALENT EQUAL. AREAS OF THE SITE WHICH ARE TO BE PAVED SHALL BE TEMPORARILY STABILIZED BY APPLYING GEOTEXTILE AND STONE SUB-BASE UNTIL BITUMINOUS PAVEMENT CAN BE APPLIED.

PERMANENT STABILIZATION - DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES PERMANENTLY CEASE SHALL BE STABILIZED WITH PERMANENT SEED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY. THE APPROPRIATE PERMANENT SEED MIX CAN BE FOUND IN TABLES 1.66A, 1.66B AND 1.66C OF THE FLORIDA DEVELOPMENT MANUAL. PRIOR TO SEEDING, 2 TONS/ACRE OF FINELY GROUND AGRICULTURAL LIMESTONE AND THE PROPER FERTILIZER BASED ON THE TYPE OF SEEDING SHALL BE APPLIED TO EACH ACRE TO PROVIDE PLANT NUTRIENTS. AFTER SEEDING, EACH AREA SHALL BE MULCHED IMMEDIATELY. ALL RETENTION/DETENTION BASINS SHALL BE SODDED AT LEAST TO THE NORMAL WATER LINE. ALL EXPOSED AREAS WITHIN PUBLIC RIGHT-OF-WAY SHALL BE SODDED, OTHER AREAS WITH SLOPES STEEPER THAN 4:1 SHALL BE SODDED.

STRUCTURAL PRACTICES:

EARTH DIKE - IF REQUIRED, AN EARTH DIKE SHALL BE CONSTRUCTED ALONG THE SITE PERIMETER. A PORTION OF THE DIKE SHALL DIVERT RUN-ON AROUND THE CONSTRUCTION SITE. THE REMAINING PORTION OF THE DIKE SHALL COLLECT RUNOFF FROM THE DISTURBED AREA AND DIRECT THE RUNOFF TO THE SEDIMENT BASIN.

SEDIMENT BASIN - A SEDIMENT BASIN SHALL BE CONSTRUCTED IN THE COMMON DRAINAGE AREA FOR THE SITE. ALL SEDIMENT COLLECTED IN THE BASIN MUST BE REMOVED FROM THE BASIN UPON COMPLETION OF CONSTRUCTION. SEDIMENT FROM THE BASIN MAY BE USED AS FILL ON THE SITE IF IT IS SUITABLE SOIL.

WASTE DISPOSAL

WASTE MATERIALS - ALL WASTE MATERIALS SHALL BE COLLECTED AND STORED IN A METAL DUMPSTER WITH A SECURE LID IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS. ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE SHALL BE DEPOSITED IN THE DUMPSTER. THE SUPERINTENDENT SHALL COORDINATE WITH THE LOCAL UTILITIES TO HAVE THE DUMPSTER EMPTIED AT LEAST TWICE A WEEK AND THE WASTE TAKEN TO AN APPROPRIATE LANDFILL. NO CONSTRUCTION WASTE MATERIALS SHALL BE BURIED ON SITE. THE SUPERINTENDENT SHALL ORGANIZE TRAINING FOR THE EMPLOYEES IN THE PROPER PRACTICES WHEN DEALING WITH WASTE MATERIALS. THE SUPERINTENDENT SHALL BE RESPONSIBLE FOR POSTING AND ENFORCING WASTE MATERIAL PROCEDURES.

HAZARDOUS WASTE - HAZARDOUS WASTE MATERIALS SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS OR AS DIRECTED BY THE MANUFACTURER. THE SUPERINTENDENT SHALL ORGANIZE THE PROPER TRAINING FOR EMPLOYEES IN THE PROPER PRACTICES WHEN DEALING WITH HAZARDOUS WASTE MATERIALS. THESE PROCEDURES SHALL BE POSTED ON THE SITE. THE PERSON WHO MANAGES THE SITE SHALL BE RESPONSIBLE FOR ENFORCING THE PROCEDURES.

SANITARY WASTE - SANITARY WASTE SHALL BE COLLECTED AND DISPOSED OF IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS. THE SUPERINTENDENT SHALL COORDINATE WITH THE LOCAL UTILITY FOR COLLECTION OF THE SANITARY WASTE AT LEAST THREE TIMES A WEEK TO PREVENT SPILLAGE ONTO THE SITE.

OFF-SITE TRACKING

A STABILIZED CONSTRUCTION ENTRANCE SHALL BE PROVIDED TO REDUCE SEDIMENT TRACKING OFFSITE. THE MAJOR ROAD CONNECTED TO THE PROJECT SHALL BE CLEANED ONCE A DAY TO REMOVE ANY EXCESS MUD, DIRT OR ROCK RESULTING FROM CONSTRUCTION TRAFFIC. ALL TRUCKS HAULING MATERIALS OFFSITE SHALL BE COVERED WITH A TARPAULIN.

DUST & DEBRIS CONTROL
THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL WITHIN THE CONSTRUCTION LIMITS AS WELL AS ALONG HAUL ROUTES AND ROADWAYS USED BY THE EQUIPMENT AND VEHICLES. THE CONTRACTOR SHALL ENSURE THAT EXCESSIVE DUST IS NOT TRANSPORTED BEYOND THE LIMITS OF CONSTRUCTION IN POPULATED AREAS. THE CONTRACTOR MAY CONTROL DUST FOR EMBANKMENTS OR OTHER CLEARED OR UNSURFACED AREAS BY APPLYING WATER. INSTALL MULCH, SEED, SOD, OR TEMPORARY PAVING AS EARLY AS PRACTICAL. CONTROL DUST DURING STORAGE AND HANDLING OF DUSTY MATERIALS BY WETTING, COVERING, OR OTHER MEANS AS APPROVED BY THE ENGINEER.
DEBRIS SHALL NOT BE ALLOWED TO ACCUMULATE ON THE PROJECT SITE.

ITEMS REQUIRING POLLUTION PREVENTION

THE FOLLOWING ITEMS ARE EXPECTED TO BE PRESENT ON THE PROJECT SITE:

-ASPHALT
-CONCRETE
-FERTILIZERS
-METAL PIECES
-PETROLEUM BASED PRODUCTS
-TAR
-CLEANING SUPPLIES
-DETERGENTS
-MASONARY BLOCK/BRICKS
-PAINT
-WOOD

THE FOLLOWING ARE NON-STORM WATER SOURCES THAT WILL BE ENCOUNTERED AT THE SITE AND SHOULD BE DIRECTED TO THE SEDIMENT BASIN PRIOR TO DISCHARGE:

-UNCONTAMINATED GROUNDWATER EXPOSED DURING EXCAVATION
-WATER FROM WATER LINE FLUSHING
-PAVEMENT WASH WATERS (WHERE NO SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE OCCURRED).

SPILL PREVENTION AND CONTROL

THE FOLLOWING ARE THE MATERIAL MANAGEMENT PRACTICES THAT WILL BE USED TO REDUCE THE RISK OF SPILLS OR OTHER ACCIDENTAL EXPOSURE OF MATERIALS AND SUBSTANCES TO STORM WATER RUNOFF.

GOOD HOUSEKEEPING

-SUPERINTENDENT SHALL INSPECT PROJECT AREA DAILY FOR PROPER STORAGE, USE, AND DISPOSAL OF CONSTRUCTION MATERIALS.

-STORE ONLY ENOUGH MATERIAL ON SITE FOR PROJECT COMPLETION.

-ALL SUBSTANCES SHOULD BE USED BEFORE DISPOSAL OF CONTAINER.

-ALL CONSTRUCTION MATERIALS STORED SHALL BE ORGANIZED AND IN THE PROPER CONTAINER AND IF POSSIBLE, STORED UNDER A ROOF OR PROTECTIVE COVER.

-PRODUCTS SHALL NOT BE MIXED UNLESS DIRECTED BY THE MANUFACTURER.

-ALL PRODUCTS SHALL BE USED AND DISPOSED OF ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.

HAZARDOUS PRODUCTS

-MATERIALS SHOULD BE KEPT IN ORIGINAL CONTAINER WITH LABELS UNLESS THE ORIGINAL CONTAINERS CANNOT BE RESEALED. IF ORIGINAL CONTAINERS CANNOT BE USED, LABELS AND PRODUCT INFORMATION SHALL BE SAVED.

-PROPER DISPOSAL PRACTICES SHALL ALWAYS BE FOLLOWED IN ACCORDANCE WITH MANUFACTURER AND LOCAL/STATE REGULATIONS.

PRODUCT SPECIFIC PRACTICES

-PETROLEUM PRODUCTS MUST BE STORED IN PROPER CONTAINERS AND CLEARLY LABELED. VEHICLES CONTAINING PETROLEUM PRODUCTS SHALL BE PERIODICALLY INSPECTED FOR LEAKS. PRECAUTIONS SHALL BE TAKEN TO AVOID LEAKAGE OF PETROLEUM PRODUCTS ON SITE.

-THE MINIMUM AMOUNT OF FERTILIZER SHALL BE USED AND MIXED INTO THE SOIL IN ORDER TO LIMIT EXPOSURE TO STORM WATER. FERTILIZERS SHALL BE STORED IN A COVERED SHED. THE CONTENTS OF ANY PARTIALLY USED BAGS OF FERTILIZER SHALL BE TRANSFERRED TO A SEALABLE PLASTIC BIN TO AVOID SPILLS.

-PAINT CONTAINERS SHALL BE SEALED AND STORED WHEN NOT IN USE. EXCESS PAINT MUST BE DISPOSED OF IN AN APPROVED MANNER.

-CONCRETE TRUCKS SHALL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON THE SITE.

SPILL CONTROL PRACTICES

IN ADDITION TO THE GOOD HOUSEKEEPING AND MATERIAL MANAGEMENT PRACTICES DISCUSSED IN THE PREVIOUS SECTIONS OF THIS PLAN, THE FOLLOWING PRACTICES SHALL BE FOLLOWED FOR SPILL PREVENTION AND CLEANUP:

-SPILL CLEANUP INFORMATION SHALL BE POSTED ON SITE TO INFORM EMPLOYEES ABOUT CLEANUP PROCEDURES AND RESOURCES.

-THE FOLLOWING CLEAN-UP EQUIPMENT MUST BE KEPT ON-SITE NEAR THE MATERIAL STORAGE AREA: GLOVES, MOPS, RAGS, BROOMS, DUST PANS, SAND, SAWDUST, LIQUID ABSORBER, GOGGLES, AND TRASH CONTAINERS.

-ALL SPILLS SHALL BE CLEANED UP AS SOON AS POSSIBLE.

-WHEN CLEANING A SPILL, THE AREA SHOULD BE WELL VENTILATED AND THE EMPLOYEE SHALL WEAR PROPER PROTECTIVE COVERING TO PREVENT INJURY.

-TOXIC SPILLS MUST BE REPORTED TO THE PROPER AUTHORITY REGARDLESS OF THE SIZE OF THE SPILL.

-AFTER A SPILL, THE PREVENTION PLAN SHALL BE REVIEWED AND CHANGED TO PREVENT FURTHER SIMILAR SPILLS FROM OCCURRING. THE CAUSE OF THE SPILL, MEASURES TO PREVENT IT, AND HOW TO CLEAN THE SPILL UP SHALL BE RECORDED.

-THE SUPERINTENDENT SHALL BE THE SPILL PREVENTION AND CLEANUP COORDINATOR AND IS RESPONSIBLE FOR THE DAY TO DAY SITE OPERATIONS. THE SUPERINTENDENT ALSO OVERSEES THE SPILL PREVENTION PLAN AND SHALL BE RESPONSIBLE FOR EDUCATING THE EMPLOYEES ABOUT SPILL PREVENTION AND CLEANUP PROCEDURES.

MAINTENANCE AND INSPECTION PRACTICES

THE FOLLOWING ARE MAINTENANCE AND INSPECTION PRACTICES THAT SHALL BE COMPLETED BY THE CONTRACTOR:

-ALL SEDIMENT AND EROSION CONTROL METHODS SHALL BE CHECKED AT A MINIMUM OF EVERY 7 DAYS AND WITHIN 24 HOURS OF EACH 0.5 INCH OR GREATER RAINFALL BY THE SUPERINTENDENT OR SOMEONE UNDER HIS/HER DIRECT SUPERVISION.

-ALL SEDIMENT AND EROSION CONTROL METHODS SHALL BE KEPT IN GOOD CONDITION. REPAIRS MUST BE MADE WITHIN 24 HOURS OF REPORT.

-THE SILT FENCE SHALL BE INSPECTED AT A MINIMUM OF EVERY 7 DAYS AND WITHIN 24 HOURS OF A 0.5" OR GREATER RAIN EVENT FOR HEIGHT OF SEDIMENT AND CONDITION OF FENCE.

-THE SILT FENCE SHALL BE CLEARED OF SEDIMENT WHEN SEDIMENT MEASURES ONE-THIRD THE HEIGHT OF THE FENCE.

-THE SEDIMENT BASINS/DITCHES SHALL BE CHECKED AT A MINIMUM OF EVERY 7 DAYS AND WITHIN 24 HOURS OF A 0.5" OR GREATER RAIN EVENT FOR DEPTH OF SEDIMENT. THEY SHALL BE CLEANED WHEN SEDIMENT REACHES 10% OF TOTAL CAPACITY AND AFTER CONSTRUCTION IS COMPLETE.

-DIVERSION DIKES SHALL BE INSPECTED AT A MINIMUM OF EVERY 7 DAYS AND WITHIN 24 HOURS OF A 0.5" OR GREATER RAIN EVENT. ANY BREACHES SHALL BE PROMPTLY REPAIRED.

-ALL SEEDING SHALL BE CHECKED FOR PROPER GROWTH AND UNIFORMITY. UNSTABALIZED AREAS SHALL BE RE-SODDED.

-A MAINTENANCE REPORT SHALL BE COMPLETED DAILY AFTER EACH INSPECTION OF THE SEDIMENT AND EROSION CONTROL METHODS. THE REPORTS SHALL BE FILED IN AN ORGANIZED MANNER AND RETAINED ON-SITE DURING CONSTRUCTION. AFTER CONSTRUCTION IS COMPLETED, THE REPORTS SHALL BE SAVED FOR AT LEAST THREE YEARS. THE REPORTS SHALL BE AVAILABLE FOR ANY AGENCY THAT HAS JURISDICTION OVER EROSION CONTROL.

-THE SUPERINTENDENT SHALL ORGANIZE THE TRAINING FOR INSPECTION PROCEDURES AND PROPER EROSION CONTROL METHODS FOR EMPLOYEES THAT COMPLETE INSPECTIONS AND REPORTS.

POLLUTION PREVENTION PLAN CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

SIGNED: _____ DATE:_____

CHRISTOPHER LEPPERT, P.E.
FLORIDA REGISTRATION NUMBER: 90200
PROFESSIONAL ENGINEER

CONTRACTOR'S CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FORM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN PREPARED THEREUNDER.

SIGNATURE AND DATE	NAME AND TITLE, COMPANY / ADDRESS AND TELEPHONE NUMBER	RESPONSIBILITY

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No.	REVISIONS	DATE	BY

Kimley»Horn
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PHONE: (407) 898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL ENGINEER CHRISTOPHER LEPPERT 90200 STATE OF FLORIDA PE

KHA PROJECT	249503000
DATE	07/17/2026
SCALE	AS SHOWN
DESIGNED BY	JDW
DRAWN BY	JDW
CHECKED BY	CCL

STORM WATER POLLUTION PREVENTION PLAN

OCOEE PICKLEBALL
CITY OF OCOEE FLORIDA

SHEET NUMBER
C2.0

Plotted By: Ghobrial, Michael Sheet Set: Ocoee Pickleball Construction Plans Layout: C2.0 STORM WATER POLLUTION PREVENTION PLAN July 22, 2026 12:22:22pm K:\orl_civil\249503000-ocoee pickleball complex\CAD\CONST\plansheets\C2.0-SWPPP.dwg
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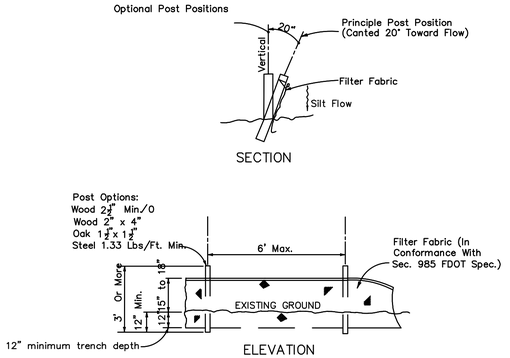
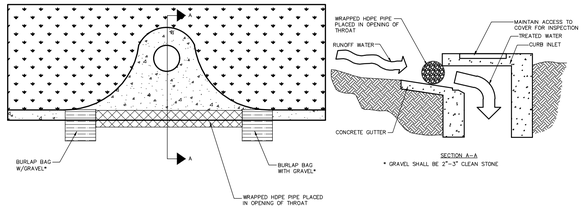
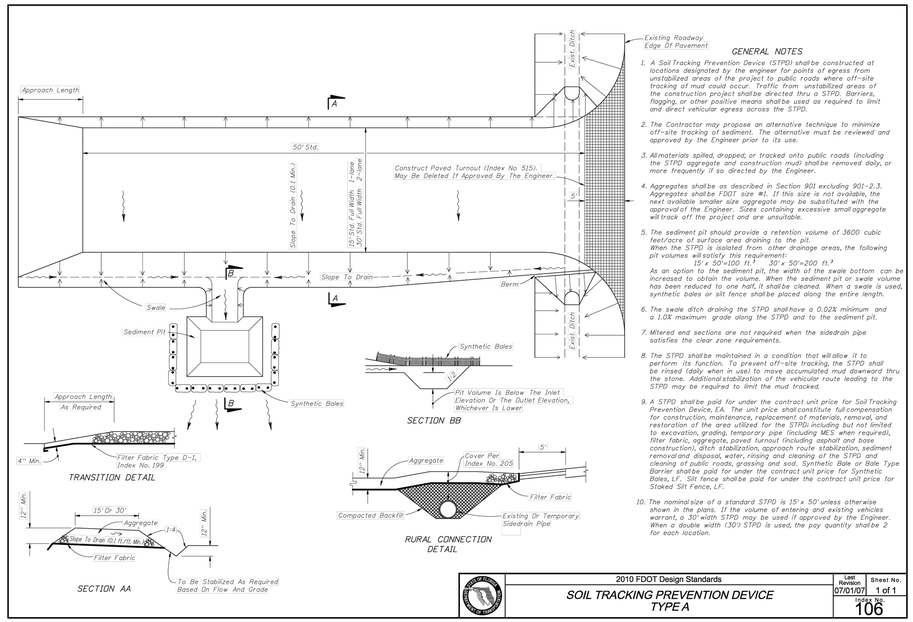


TYPE III SILT FENCE
NTS



SOCK DRAIN INLET SEDIMENT FILTER
NTS

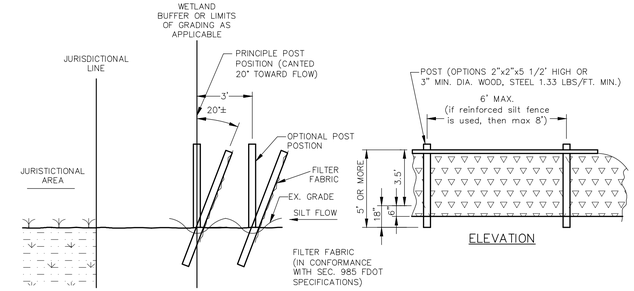
NOTE: THE PERFORATED PIPE MUST EXTEND AT LEAST 1' BEYOND THE CURB OPENING ON EACH SIDE AND BE ANCHORED WITH GRAVEL BAGS, OR SIMILAR, ON EACH END. A SPACER MUST BE PROVIDED FOR BETWEEN THE INLET OPENING AND THE PIPE TO ALLOW FOR OVERFLOW, PREVENT FLOODING AND TO PREVENT THE PIPE FROM FALLING INTO THE INLET.



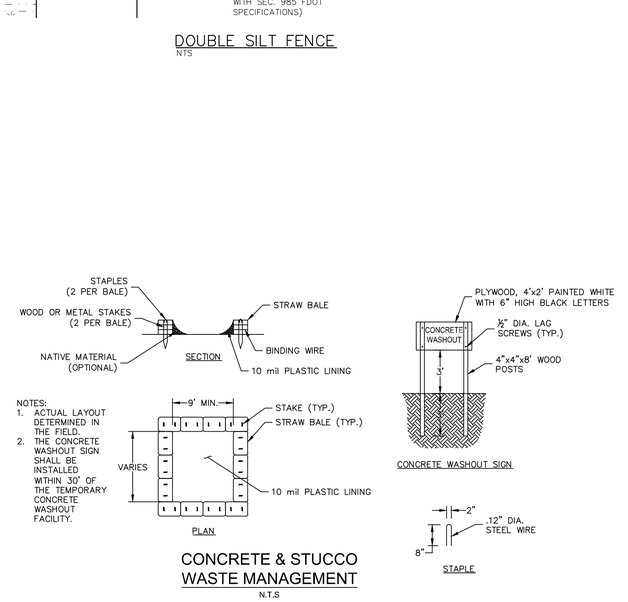
GENERAL NOTES

1. A Soil Tracking Prevention Device (STPD) shall be constructed at locations designated by the engineer for points of egress from unstabilized areas of the project to public roads where off-site tracking of mud could occur. Traffic from unstabilized areas of the construction project shall be directed thru a STPD. Barriers, flagging, or other positive means shall be used as required to limit and direct vehicular egress across the STPD.
2. The Contractor may propose an alternative technique to minimize off-site tracking of sediment. The alternative must be reviewed and approved by the Engineer prior to its use.
3. All materials spilled, dropped, or tracked onto public roads (including the STPD aggregate and construction mud) shall be removed daily, or more frequently if so directed by the Engineer.
4. Aggregates shall be as described in Section 901 excluding 901-2.3. Aggregates shall be FDOT size #1. If this size is not available, the next available smaller size aggregate may be substituted with the approval of the Engineer. Sizes containing excessive small aggregate will track off the project and are unsuitable.
5. The sediment pit should provide a retention volume of 3600 cubic feet/acre of surface area draining to the pit. When the STPD is isolated from other drainage areas, the following pit volumes will satisfy this requirement:
   15' x 50'=100 ft.³ 30' x 50'=200 ft.³
   As an option to the sediment pit, the width of the swale bottom can be increased to obtain the volume. When the sediment pit or swale volume has been reduced to one half, it shall be cleaned. When a swale is used, synthetic bales or silt fence shall be placed along the entire length.
6. The swale ditch draining the STPD shall have a 0.02% minimum and a 1.0% maximum grade along the STPD and to the sediment pit.
7. Mitered end sections are not required when the sidedrain pipe satisfies the clear zone requirements.
8. The STPD shall be maintained in a condition that will allow it to perform its function. To prevent off-site tracking, the STPD shall be rinsed (daily when in use) to move accumulated mud downward thru the stone. Additional stabilization of the vehicular route leading to the STPD may be required to limit the mud tracked.
9. A STPD shall be paid for under the contract unit price for Soil Tracking Prevention Device, EA. The unit price shall constitute full compensation for construction, maintenance, replacement of materials, removal, and restoration of the area utilized for the STPD including but not limited to excavation, grading, temporary pipe (including MES when required), filter fabric, aggregate, paved turnout (including asphalt and base construction), ditch stabilization, approach route stabilization, sediment removal and disposal, water, rinsing and cleaning of the STPD and cleaning of public roads, grassing and sod. Synthetic Bale or Bale Type Barrier shall be paid for under the contract unit price for Synthetic Bales, LF. Silt fence shall be paid for under the contract unit price for Staked Silt Fence, LF.
10. The nominal size of a standard STPD is 15' x 50' unless otherwise shown in the plans. If the volume of entering and existing vehicles warrant, a 30' width STPD may be used if approved by the Engineer. When a double width (30') STPD is used, the pay quantity shall be 2 for each location.

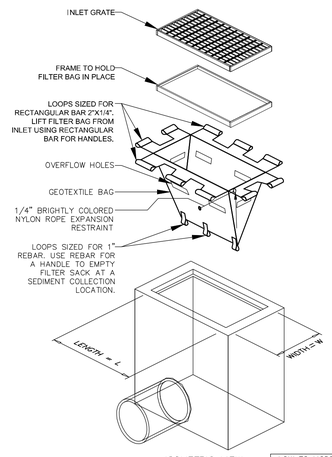
2010 FDOT Design Standards		
SOIL TRACKING PREVENTION DEVICE TYPE A	Last Revision 07/01/07	Sheet No. 1 of 1
		Index No. 106

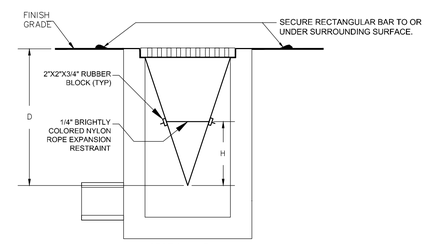


DOUBLE SILT FENCE
NTS



CONCRETE & STUCCO WASTE MANAGEMENT
N.T.S





NOTES:

1. GEOTEXTILE SHALL BE A WOVEN POLYPROPYLENE FABRIC THAT MEETS OR EXCEEDS REQUIREMENTS IN THE SPECIFICATIONS TABLE.
2. PLACE AN OIL ABSORBENT PAD OR PILLOW OVER INLET GRATE WHEN OIL SPILLS ARE A CONCERN.
3. THE WIDTH, "W", OF THE FILTER SACK SHALL MATCH THE INSIDE WIDTH OF THE GRATED INLET BOX.
4. THE DEPTH, "D", OF THE FILTER SACK SHALL BE BETWEEN 18 INCHES AND 36 INCHES.
5. THE LENGTH, "L", OF THE FILTER SACK SHALL MATCH THE INSIDE LENGTH OF THE GRATED INLET BOX.

MAINTENANCE NOTES:

1. INLET PROTECTION DEVICES MUST BE INSPECTED FOR SEDIMENT ACCUMULATION WITHIN THE CATCH BASIN. REMOVE TRAPPED SEDIMENT WHEN BRIGHTLY COLORED EXPANSION RESTRAINT CAN NO LONGER BE SEEN.
2. REMOVAL OF SEDIMENT ACCUMULATED IN OR ADJACENT TO A STORM DRAIN INLET MUST BEGIN IMMEDIATELY UPON DISCOVERY, WITH COMPLETION OF THE ACTIVITY OCCURRING NO LATER THAN THE END OF THE FOLLOWING BUSINESS DAY.
3. INLET PROTECTION DEVICES SHALL BE INSPECTED FOR UNINTENDED BYPASS OR IMPROPER FLOW-RATES THAT MAY CAUSE DOWNSTREAM FLOODING.
4. CONTACT THE CEC FOR ALTERNATE INLET PROTECTION IF THE DESIGNED PROTECTION MAY IMPACT DOWNSTREAM BMPS, ADJACENT SLOPES, ETC., DUE TO PONDING ISSUES. ENSURE THAT NO UNDERMINING OF INLET PROTECTION DEVICES HAS OCCURRED.
5. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING OR DETERIORATION.

LOW TO MODERATE FLOW GEOTEXTILE FABRIC SPECIFICATION TABLE		
PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4632	300 LBS
GRAB TENSILE ELONGATION	ASTM D-4632	20 %
PUNCTURE	ASTM D-4833	120 LBS
MULLEN BURST	ASTM D-3786	800 PSI
TRAPEZOID TEAR	ASTM D-4533	120 LBS
UV RESISTANCE	ASTM D-4355	80 %
APPARENT OPENING SIZE	ASTM D-4751	40 US SIEVE
FLOW RATE	ASTM D-4491	40 GAL/MIN/SQ FT
PERMITTIVITY	ASTM D-4491	0.55 SEC $^{-1}$

MODERATE TO HIGH FLOW GEOTEXTILE FABRIC SPECIFICATION TABLE		
PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4632	265 LBS
GRAB TENSILE ELONGATION	ASTM D-4632	20 %
PUNCTURE	ASTM D-4833	135 LBS
MULLEN BURST	ASTM D-3786	420 PSI
TRAPEZOID TEAR	ASTM D-4533	45 LBS
UV RESISTANCE	ASTM D-4355	90 %
APPARENT OPENING SIZE	ASTM D-4751	20 US SIEVE
FLOW RATE	ASTM D-4491	200 GAL/MIN/SQ FT
PERMITTIVITY	ASTM D-4491	1.5 SEC $^{-1}$

INLET PROTECTION FILTER SACK
N.T.S.

FOR USE ONLY IN PAVED AREAS WHERE SEDIMENT LOADS ARE EXPECTED TO BE VERY LOW. FILTER SACK MUST HAVE OVERFLOW HOLES TO PREVENT PONDING.

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No.	REVISIONS	DATE	BY

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WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL ENGINEER CHRISTOPHER M. PEPPER P.E. No. 73767 STATE OF FLORIDA

KHA PROJECT	249503000
DATE	07/17/2026
SCALE	AS SHOWN
DESIGNED BY	JDW
DRAWN BY	JDW
CHECKED BY	CCL

EROSION CONTROL DETAILS

OCOEE PICKLEBALL
FLORIDA
CITY OF OCOEE

SHEET NUMBER
C2.1

Plotted By: Gherbi, Michael Sheet Set: Ocoee Pickleball Construction Plans Layout: C2.1 EROSION CONTROL DETAILS July 22, 2026 12:22:36pm K:\orl_civil\249503000-ocoee pickleball complex\CAD\CONST\plansheets\C2.1-EROS.dwg
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Plotted By: Chabrol, Michael Sheet: Satt Ocoee Pickleball Construction Plans Layout: C3.0 EXISTING CONDITIONS – DEMOLITION PLAN July 22, 2026 12:22:56pm K:\orl_civil\249503000-ocoee pickleball complex\CAD\CONST\plansheets\C3.0-XCND.dwg
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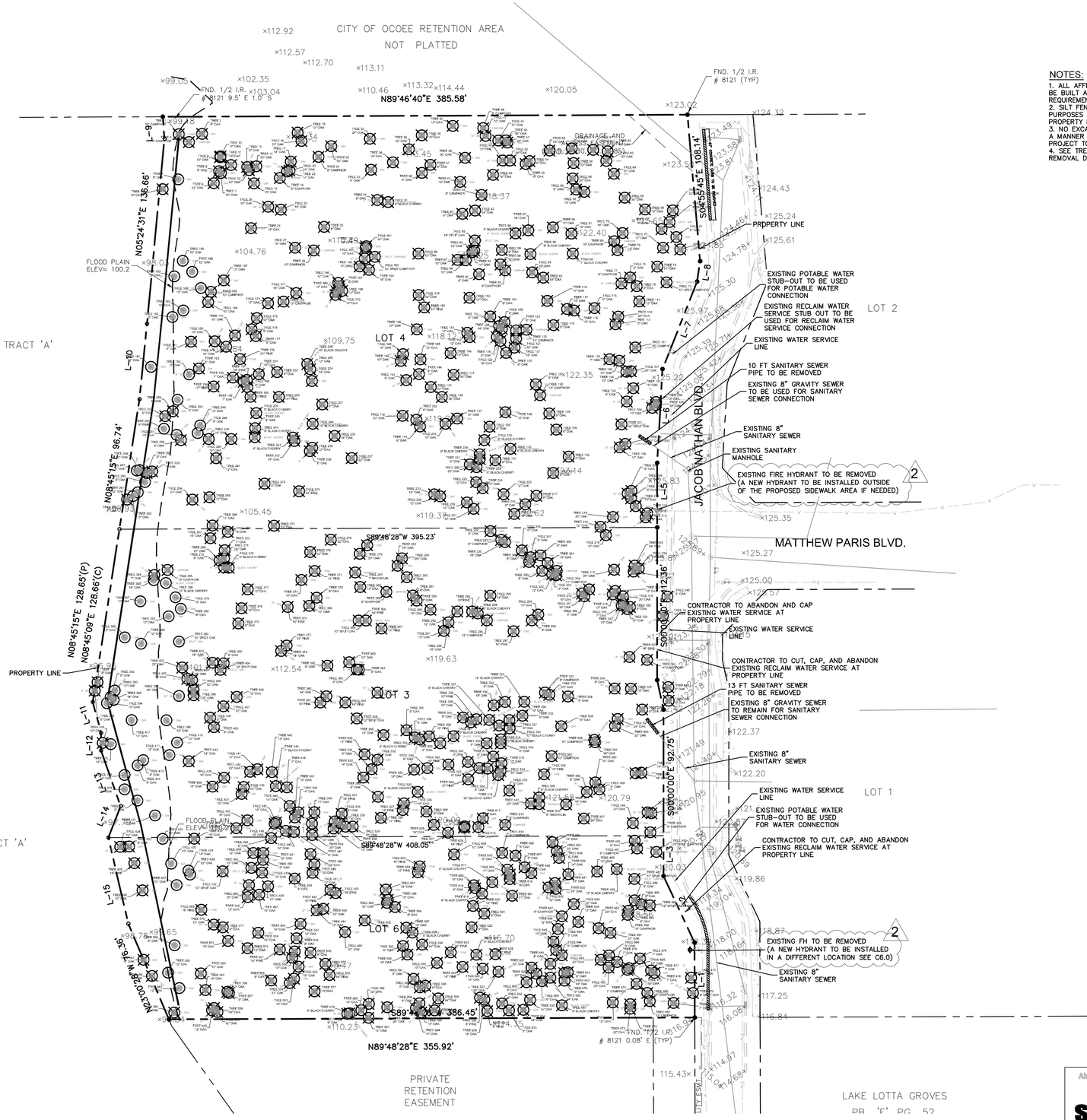
LEGEND

- TYPE III SILT FENCE (SEE SHEET C2.1 FOR DETAIL)
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- SOIL TRACKING PREVENTION DEVICE (SEE SHEET C2.1 FOR DETAIL)
- EXISTING EXFILTRATION UNDE A SEPARATE PERMIT
- TREE TO BE REMOVED
- INLET PROTECTION



NOTES:

1. ALL AFFECTED SIDEWALKS, RAMPS AND CROSSWALKS, WILL BE BUILT AND INSPECTED TO MEET CURRENT ADA REQUIREMENTS.
2. SILT FENCE LOCATION ON PLAN IS SHOWN FOR CLARITY PURPOSES ONLY. SILT FENCE SHOULD BE PLACED ON PROPERTY LINE.
3. NO EXCAVATED MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT TO ANY STORMWATER COLLECTION FACILITY.
4. SEE TREE MITIGATION PLAN FOR ADDITIONAL TREE REMOVAL DETAILS.

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No.	REVISIONS	DATE	BY
1	CITY OF OCOEE COMMENTS	06/29/2026	ADS

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LICENSED PROFESSIONAL ENGINEER CHRISTOPHER D. LEPERA PE 70172 STATE OF FLORIDA

KHA PROJECT	249503000
DATE	07/17/2026
SCALE	AS SHOWN
DESIGNED BY	JDW
DRAWN BY	JDW
CHECKED BY	CCL

EXISTING CONDITIONS - DEMOLITION PLAN

OCOEE PICKLEBALL

CITY OF OCOEE FLORIDA

SHEET NUMBER
C3.0

Plotted By: Chabrol, Michael Sheet Set: Ocoee Pickleball Construction Plans Layout: C3.1 EROSION AND SEDIMENT CONTROL July 22, 2026 12:23:03pm K:\orl_civil\249503000-ocoee pickleball complex\CAD\CONSTR\plansheets\C3.0-XCND.dwg
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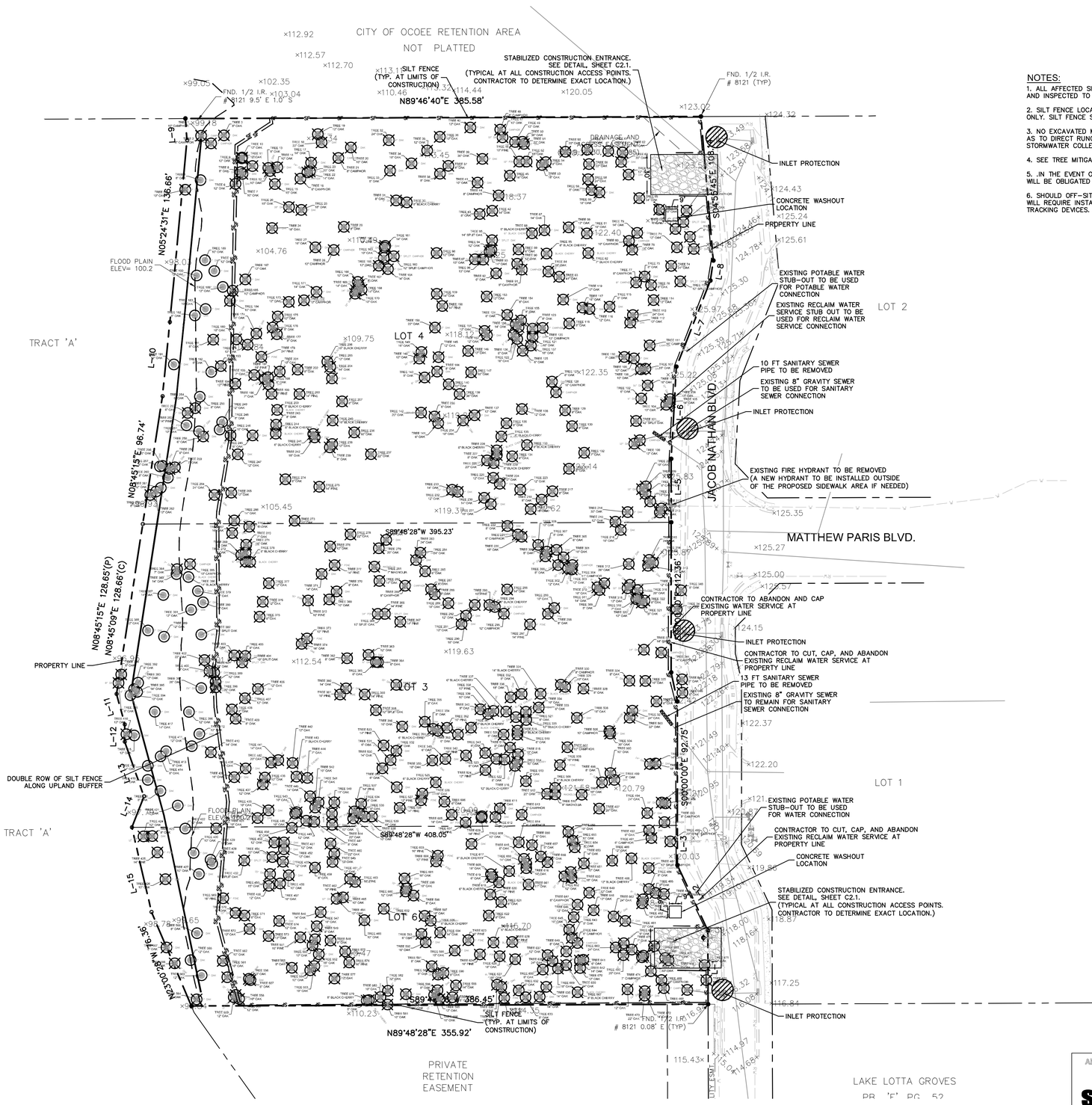
LEGEND

- SF SF — TYPE III SILT FENCE (SEE SHEET C2.1 FOR DETAIL)
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- SOIL TRACKING PREVENTION DEVICE (SEE SHEET C2.1 FOR DETAIL)
- EXISTING EXFILTRATION UNDE A SEPARATE PERMIT
- TREE TO BE REMOVED
- INLET PROTECTION



NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

NOTES:

1. ALL AFFECTED SIDEWALKS, RAMPS AND CROSSWALKS, WILL BE BUILT AND INSPECTED TO MEET CURRENT ADA REQUIREMENTS.
2. SILT FENCE LOCATION ON PLAN IS SHOWN FOR CLARITY PURPOSES ONLY. SILT FENCE SHOULD BE PLACED ON PROPERTY LINE.
3. NO EXCAVATED MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT TO ANY STORMWATER COLLECTION FACILITY.
4. SEE TREE MITIGATION PLAN FOR ADDITIONAL TREE REMOVAL DETAILS
5. .IN THE EVENT OF EXCESSIVE OFF-SITE TRACKING, THE CONTRACTOR WILL BE OBLIGATED TO INSTALL ADDITIONAL MEASURES.
6. SHOULD OFF-SITE TRACKING BECOME AN ISSUE, THE CITY OF OCOEE WILL REQUIRE INSTALLATION OF YELLOW RUMBLE STRIP ANTI-SEDIMENT TRACKING DEVICES.

No.	REVISIONS	DATE	BY

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LICENSED PROFESSIONAL ENGINEER CHRISTOPHER P. LEPERA PE 90240 STATE OF FLORIDA

KHA PROJECT	249503000
DATE	07/17/2026
SCALE	AS SHOWN
DESIGNED BY	JDW
DRAWN BY	JDW
CHECKED BY	CCL

EROSION AND SEDIMENT CONTROL PLAN

OCOEE PICKLEBALL
CITY OF OCOEE FLORIDA

SHEET NUMBER
C3.1

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Plotted By:Ghobrial, Michael Sheet Set:Ocoee Pickleball Construction Plans Layout:C4.0 SITE PLAN July 22, 2026 12:23:19pm K:\orl_civil\249503000-ocoee pickleball complex\CAD\CONST\Sheets\C4.0- SITE.dwg
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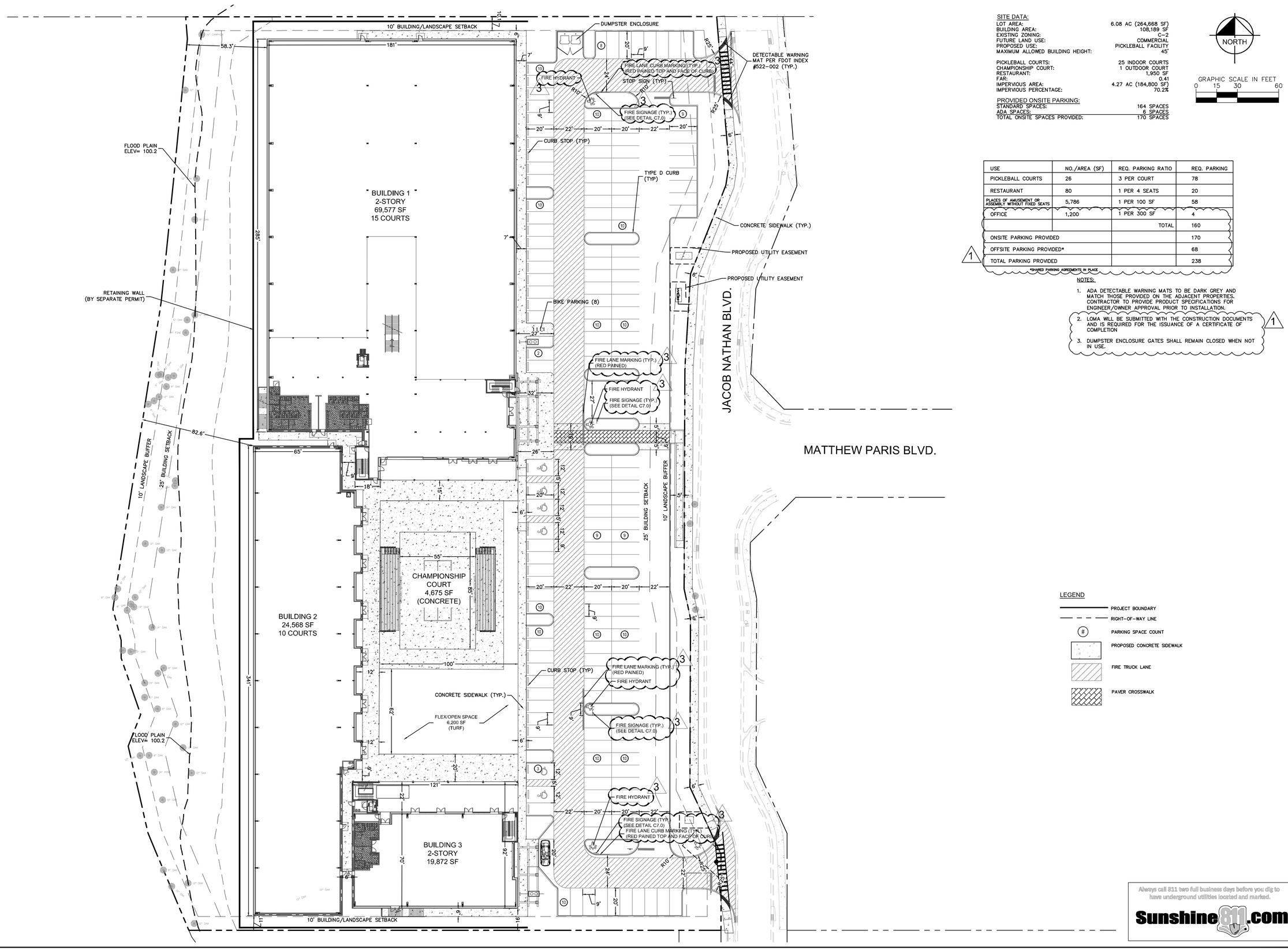

SITE DATA:

LOT AREA:	6.08 AC (264,668 SF)
BUILDING AREA:	108,189 SF
EXISTING ZONING:	C-2
FUTURE LAND USE:	COMMERCIAL
PROPOSED USE:	PICKLEBALL FACILITY
MAXIMUM ALLOWED BUILDING HEIGHT:	45'
PICKLEBALL COURTS:	25 INDOOR COURTS
CHAMPIONSHIP COURT:	1 OUTDOOR COURT
RESTAURANT:	1,950 SF
FAR:	0.41
IMPERVIOUS AREA:	4.27 AC (184,800 SF)
IMPERVIOUS PERCENTAGE:	70.2%

PROVIDED ONSITE PARKING:

STANDARD SPACES:	164 SPACES
ADA SPACES:	6 SPACES
TOTAL ONSITE SPACES PROVIDED:	170 SPACES

GRAPHIC SCALE IN FEET
0 15 30 60

USE	NO./AREA (SF)	REQ. PARKING RATIO	REQ. PARKING
PICKLEBALL COURTS	26	3 PER COURT	78
RESTAURANT	80	1 PER 4 SEATS	20
PLACES OF AMUSEMENT OR ASSEMBLY WITHOUT FIXED SEATS	5,786	1 PER 100 SF	58
OFFICE	1,200	1 PER 300 SF	4
		TOTAL	160
ONSITE PARKING PROVIDED			170
OFFSITE PARKING PROVIDED*			68
TOTAL PARKING PROVIDED			238

*SHARED PARKING AGREEMENTS IN PLACE

NOTES:

1. ADA DETECTABLE WARNING MATS TO BE DARK GREY AND MATCH THOSE PROVIDED ON THE ADJACENT PROPERTIES. CONTRACTOR TO PROVIDE PRODUCT SPECIFICATIONS FOR ENGINEER/OWNER APPROVAL PRIOR TO INSTALLATION.
2. LOMA WILL BE SUBMITTED WITH THE CONSTRUCTION DOCUMENTS AND IS REQUIRED FOR THE ISSUANCE OF A CERTIFICATE OF COMPLETION
3. DUMPSTER ENCLOSURE GATES SHALL REMAIN CLOSED WHEN NOT IN USE.

LEGEND

- PROJECT BOUNDARY
- RIGHT-OF-WAY LINE
- (#) PARKING SPACE COUNT
- PROPOSED CONCRETE SIDEWALK
- FIRE TRUCK LANE
- PAVER CROSSWALK

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No.	REVISIONS	DATE	BY
1	CITY OF OCOEE COMMENTS	05/21/2026	ADS
2	CITY OF OCOEE COMMENTS	07/17/2026	ADS

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LICENSED PROFESSIONAL ENGINEER CHRISTOPHER C. LEPERA PE 73477 STATE OF FLORIDA
DATE: 07/17/2026

KHA PROJECT 249503000
DATE 07/17/2026
SCALE AS SHOWN
DESIGNED BY JDW
DRAWN BY JDW
CHECKED BY CCL

SITE PLAN

OCOEE PICKLEBALL

CITY OF OCOEE FLORIDA

SHEET NUMBER
C4.0

POSITIVE DRAINAGE FLOW PATTERNS ARE TO BE MAINTAINED AT ALL PHASES OF THE PROJECT. NO ADVERSE IMPACTS OR PONDING CAN OCCUR TO ADJACENT PROPERTIES OR TO CITY OF OCOEE ROW

FND. 1/2 I.R. #8121

N89°46'40"E 385.58'

N05°24'31"E 136.66'

N08°45'15"E 96.74'

N08°45'15"E 128.65'(P)

N08°45'09"E 128.66'(C)

S89°48'28"W 395.23'

L-9

L-10

FLOOD PLAIN ELEV= 100.2

LOT 4

FFE = 120.00

DRAINAGE ACCESS EASEMENT (ORB 4378, PG 4965)

JACOB NATIONAL BLVD.

MATTHEW PARIS BLVD.

CLEAN OUT INV: 116.42 FT

CLEAN OUT INV: 116.32 FT

CLEAN OUT INV: 116.56 FT

CLEAN OUT INV: 114.30 FT

END OF WALL

ROOF DRAIN (TYP.)

190 LF OF 6" PVC

47 LF OF 6" PVC

290 LF OF 6" PVC

89 LF OF 18" Reinforced Concrete @ 1.00%

87 LF OF 18" Reinforced Concrete @ 0.64%

PROPOSED WALL WITH RAILING (SEPARATE PERMIT)

EXISTING 122 FT 48" RCP @ 0.40% STORM PIPE (TYP.)

EXISTING CURB INLET (TYPE 7) TOP: 123.49 FT INV. (E): 110.18 FT INV. (W): 110.23 FT

EXISTING DRAINAGE STRUCTURES TO REMAIN (TYP.)

68 FT OF EXISTING 48" RCP @ 0.40% STORM PIPE (TYP.)

CROSSING #1

EXISTING MANHOLE TOP: 124.21 FT INV. (NE): 106.75 FT INV. (NW): 106.53 FT INV. (S): 108.94 FT

EXISTING STORM PIPE

EXISTING WATER STUB OUT

EXISTING RECLAIM WATER

CONNECT TO EXISTING 10 FT OF 18" RCP @ 0.2% STORM STUB INV. EL.: 111.0' CROSSING #3

EXISTING CURB INLET (TYPE 7) TOP: 124.80 FT INV. (E): 109.95 FT INV. (W): 109.90 FT

EXISTING DRAINAGE STRUCTURE TO REMAIN (TYP.)

CONNECT TO EXISTING 10 FT OF 18" RCP @ 0.57% STORM STUB INV. EL.: 112.75' CROSSING #5

EXISTING WATER STUB OUT

EXISTING RECLAIM WATER STUB OUT

EXISTING CURB INLET (TYPE 7) TOP: 123.75 FT INV. (E): 111.65 FT INV. (W): 111.61 FT

CROSSING #2

CROSSING #4

CROSSING #13

CROSSING #14

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

LEGEND

- EXISTING SPOT ELEVATION
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED SURFACE ELEVATION
- PROPOSED TOP OF CURB/PAVEMENT ELEVATION
- PROPOSED STORM PIPE
- PROPOSED STORM INLET
- PROPOSED STORM MANHOLE
- PROPOSED ASPHALT PAVEMENT SEE SECTION, SHEET C6.0

NOTES:
1. LOMA WILL BE SUBMITTED WITH THE CONSTRUCTION DOCUMENTS AND IS REQUIRED FOR THE ISSUANCE OF A CERTIFICATE OF COMPLETION

STRUCTURE TABLE

STRUCTURE NAME:	DETAILS:
D-3	TYPE "D" INLET PER FDOT INDEX #425-052 RIM: 118.00 INV OUT: 112.00
D-2	TYPE "D" INLET PER FDOT INDEX #425-052 RIM: 118.00 INV OUT: 113.50
D-1	TYPE "D" INLET PER FDOT INDEX #425-052 RIM: 118.25 INV IN: 115.00 INV OUT: 115.00
D-4	TYPE "D" INLET PER FDOT INDEX #425-052 RIM: 118.50 INV OUT: 114.00 INV OUT: 114.00
MH-1	TYPE "P7" MANHOLE PER FDOT INDEX #425-010 RIM: 122.73 INV IN: 114.11 INV IN: 106.50 INV OUT: 106.50

MATCH PLAN SHEET C5.1

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No.	REVISIONS	DATE	BY
2	CITY OF OCOEE COMMENTS	06/29/2026	ADS
1	CITY OF OCOEE COMMENTS	05/21/2026	ADS

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LICENSED PROFESSIONAL ENGINEER CHRISTOPHER M. LEPERA LICENSE NO. 0109803 STATE OF FLORIDA
CHRISTOPHER M. LEPERA, P.E. 01/29/2026

KHA PROJECT 249503000
DATE 07/17/2026
SCALE AS SHOWN
DESIGNED BY JDW
DRAWN BY JDW
CHECKED BY CCL

PAVING GRADING AND DRAINAGE PLAN

OCOEE PICKLEBALL

CITY OF OCOEE FLORIDA

SHEET NUMBER C5.0

Plotted By:Shaprin, Michael Sheet Set:Ocoee Pickleball Construction Plans Layout:C5.0 PAVING GRADING AND DRAINAGE PLAN July 22, 2026 12:23:35pm K:\orl_civil\249503000-ocoee pickleball_complex\CAD\CONST\plotsheets\C5.0-PRO.dwg
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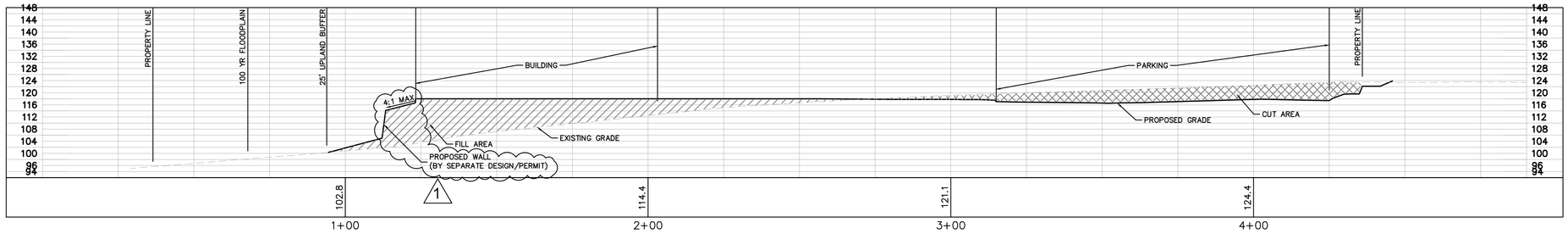
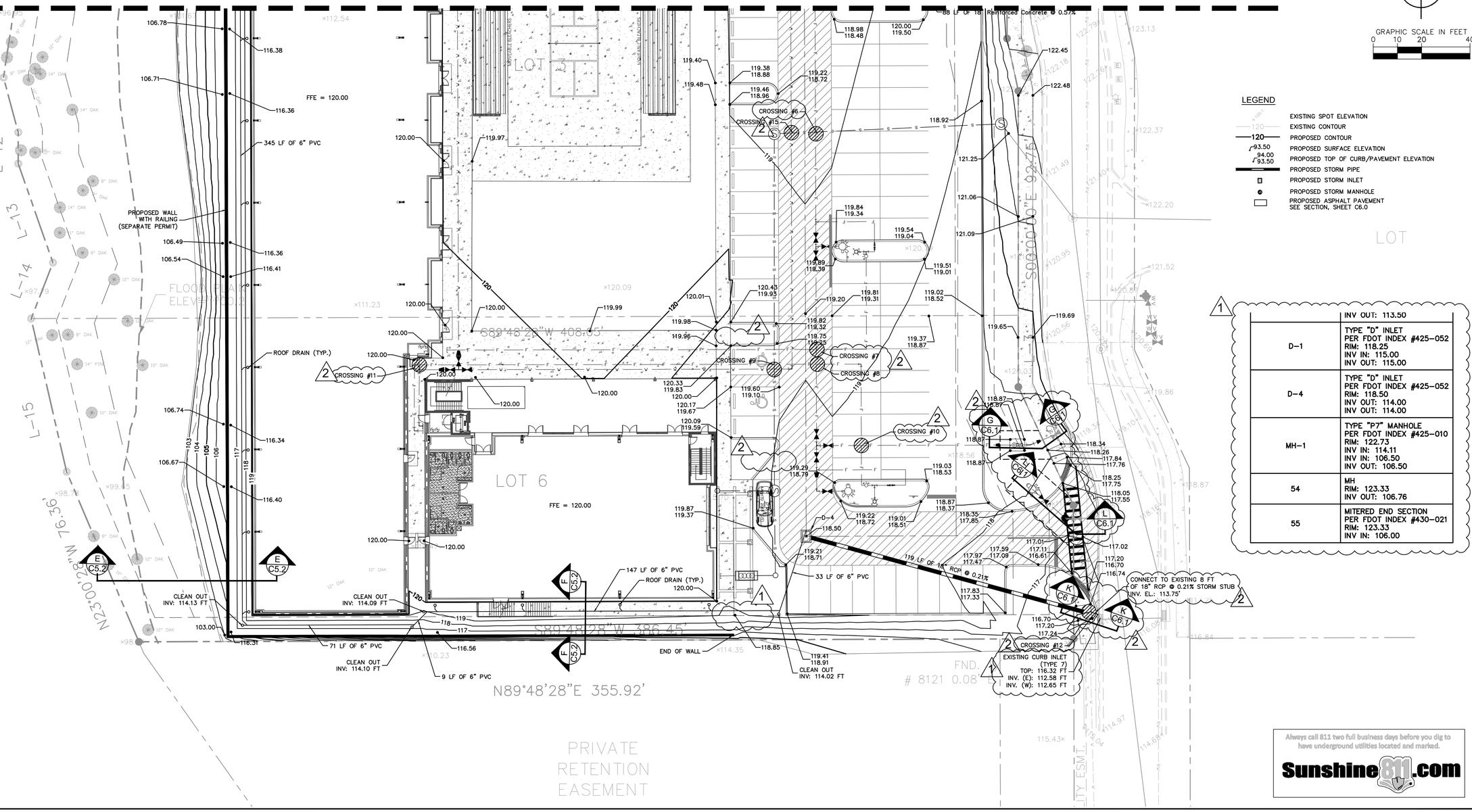
ALL LOWEST FINISH FLOOR ELEVATIONS SHALL BE A MINIMUM 24" ABOVE THE ADJACENT ROAD CROWN

SECTION A–A



MATCH PLAN SHEET C5.0



	INV OUT: 113.50
D–1	TYPE "D" INLET PER FDOT INDEX #425–052 RIM: 118.25 INV IN: 115.00 INV OUT: 115.00
D–4	TYPE "D" INLET PER FDOT INDEX #425–052 RIM: 118.50 INV OUT: 114.00 INV OUT: 114.00
MH–1	TYPE "P7" MANHOLE PER FDOT INDEX #425–010 RIM: 122.73 INV IN: 114.11 INV IN: 106.50 INV OUT: 106.50
54	MH RIM: 123.33 INV OUT: 106.76
55	MITERED END SECTION PER FDOT INDEX #430–021 RIM: 123.33 INV IN: 106.00

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

LEGEND

- EXISTING SPOT ELEVATION
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED SURFACE ELEVATION
- PROPOSED TOP OF CURB/PAVEMENT ELEVATION
- PROPOSED STORM PIPE
- PROPOSED STORM INLET
- PROPOSED STORM MANHOLE
- PROPOSED ASPHALT PAVEMENT SEE SECTION, SHEET C6.0

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No.	REVISIONS	DATE	BY
2	CITY OF OCOEE COMMENTS	08/29/2026	ADS

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LICENSED PROFESSIONAL ENGINEER CHRISTOPHER M. LEPERA PE STATE OF FLORIDA 91038 PROFESSIONAL ENGINEER

KHA PROJECT	249503000
DATE	07/17/2026
SCALE	AS SHOWN
DESIGNED BY	JDW
DRAWN BY	JDW
CHECKED BY	CCL

PAVING GRADING AND DRAINAGE PLAN

OCOEE PICKLEBALL

CITY OF OCOEE FLORIDA

SHEET NUMBER
C5.1

Plotted By:Shaterria Mimms Sheet Set:Ocoee Pickleball Construction Plans Layout:C51 PAVING GRADING AND DRAINAGE PLAN July 22, 2026 12:25:47pm K:\orl_civil\249503000–ocoee pickleball construction plans\CAD\CONST\plansheets\C5.0–P00.dwg
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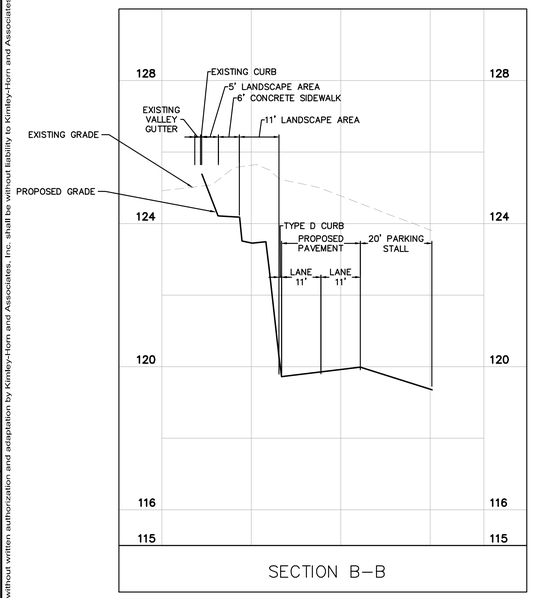
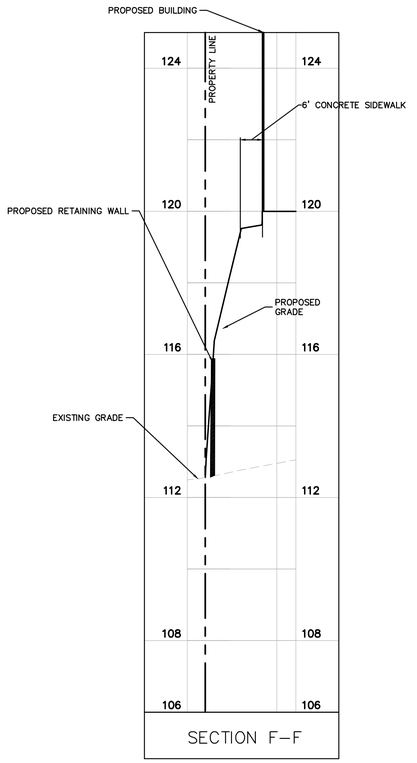
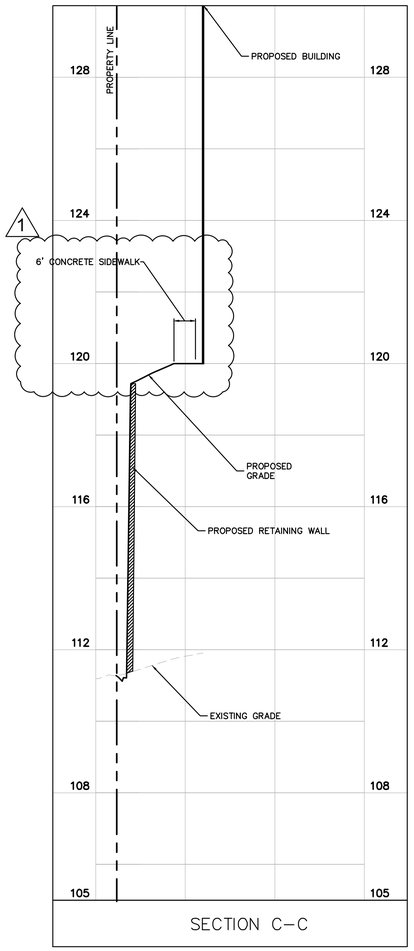


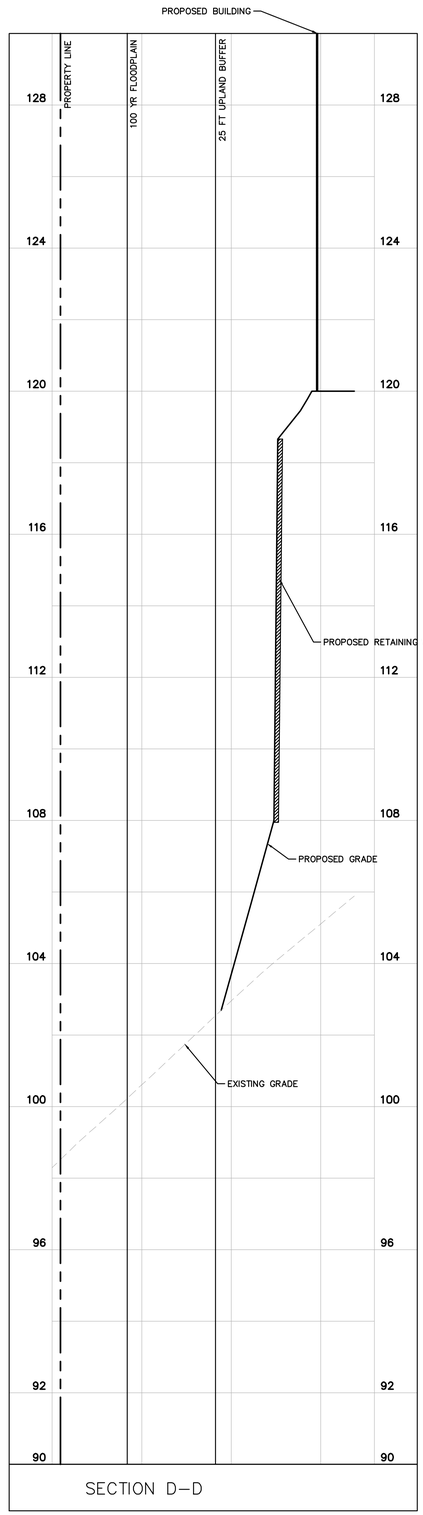
SECTION B–B



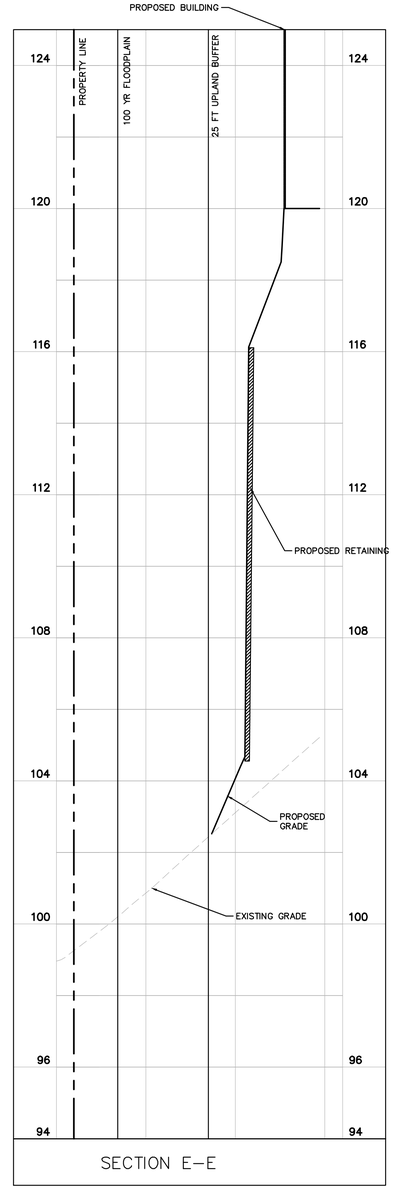
SECTION F–F



SECTION C–C



SECTION D–D



SECTION E–E

OCOEE PICKLEBALL CONFLICT TABLE

Crossing	Top Pipe Type	Size(in)	Invert	Bottom	Bottom Pipe Type	Size(in)	Invert	Crown	Clearance (ft.)	Finished Grade Elev. (ft.)	Cover (ft.)
1	Water	8" PVC	118.67	118.62	Storm	48" RCP	106.68	111.10	7.52	123.67	3.69
2	Storm	18" RCP	113.50	113.29	Water	10" PVC	111.39	112.29	1.00	118.30	3.09
3	Water	8" PVC	119.34	119.29	Storm	18" RCP	109.97	111.68	7.61	124.64	3.99
4	Water	2" PVC	113.75	113.74	Sewer	8" PVC	110.48	111.20	2.54	118.53	4.46
5	Water	8" PVC	118.75	118.70	Storm	18" RCP	111.64	113.35	5.35	123.92	3.86
6	Water	10" PVC	113.79	113.72	Sewer	8" PVC	111.75	112.47	1.25	118.79	3.37
7	Water	10" PVC	114.25	114.18	Water	6" PVC	112.05	112.59	1.59	119.15	3.27
8	Water	10" PVC	114.25	114.18	Water	6" PVC	112.05	112.59	1.59	119.09	3.21
9	Water	2" PVC	115.80	115.79	Sewer	6" PVC	113.89	114.43	1.36	119.20	3.08
10	Water	10" PVC	113.60	113.53	Water	6" PVC	111.50	112.04	1.49	118.82	3.59
11	Water	1" PVC	116.50	116.49	Water	6" PVC	114.45	114.99	1.50	120.00	3.18
12	Storm	18" RCP	112.50	112.29	Water	8" PVC	109.75	110.47	1.82	117.08	2.87
13	Water	10" PVC	112.60	112.53	Sewer	8" PVC	110.30	111.02	1.51	118.34	4.11
14	Storm	18" RCP	113.50	113.29	Water	10" PVC	111.39	112.29	1.00	118.08	2.87
15	Water	2" PVC	115.00	114.99	Sewer	8" PVC	110.35	111.07	3.92	118.79	3.47

18" MIN. CLEARANCE REQUIRED

CROSSING BETWEEN EXISTING WM AND EXISTING STORM STUB USED FOR STORM DRAINAGE CONNECTION

No.	REVISIONS	DATE	BY
3	CITY OF OCOEE COMMENTS	07/17/2026	ADS
2	CITY OF OCOEE COMMENTS	06/29/2026	ADS
1	CITY OF OCOEE COMMENTS	05/21/2026	ADS

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200 S. ORANGE AVENUE, SUITE 600, ORLANDO, FL
PHONE: (407) 898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL ENGINEER CHRISTOPHER J. LEPERA PE 73747 STATE OF FLORIDA

KHA PROJECT	249503000
DATE	07/17/2026
SCALE	AS SHOWN
DESIGNED BY	JDW
DRAWN BY	JDW
CHECKED BY	CCL

GRADING SECTIONS

OCOEE PICKLEBALL

FLORIDA

CITY OF OCOEE

SHEET NUMBER
C5.2

Always call 811 two full business days before you dig to have underground utilities located and marked.
Sunshine811.com

Plotted By: Gholoria, Michael Sheet Set: Ocoee Pickleball Construction Plans Layout: C5.2 GRADING SECTIONS July 22, 2026 12:23:55pm K:\Orl_civil\249503000-ocoee pickleball complex\CAD\CONST\plansheets\C5.0-P60.dwg
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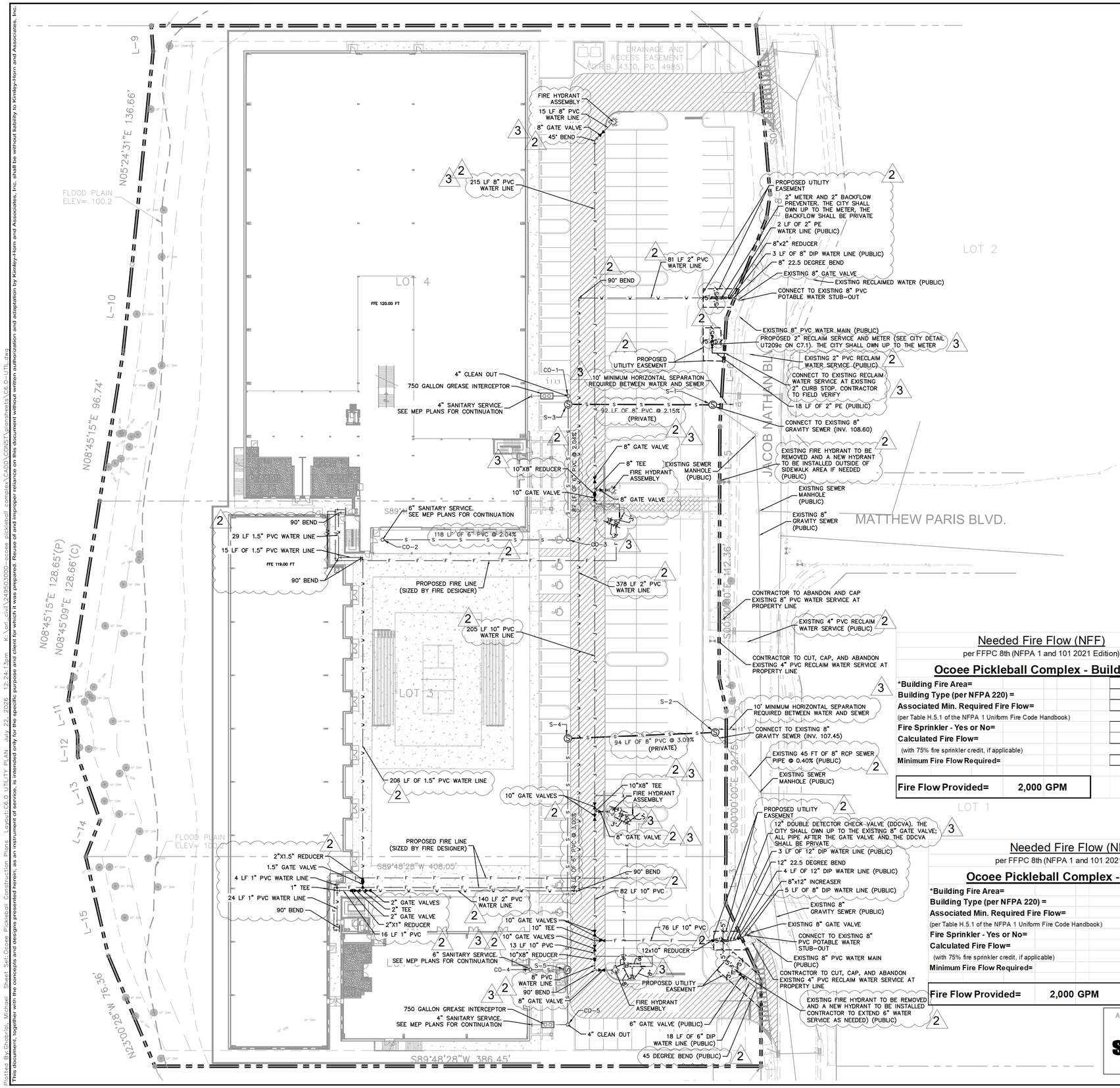

LEGEND

- EXISTING WATER MAIN
- EXISTING OVERHEAD ELECTRIC LINE
- EXISTING SANITARY LINE
- EXISTING SANITARY MANHOLE
- EXISTING STORM INLET
- EXISTING FIRE HYDRANT
- PROPOSED WATER LINE
- PROPOSED FIRE LINE
- PROPOSED FIRE HYDRANT
- PROPOSED F.D.C.
- PROPOSED SANITARY LINE
- PROPOSED SANITARY MANHOLE
- PROPOSED STORM PIPE
- PROPOSED STORM INLET
- PROPOSED STORM MANHOLE
- FIRE LANE

NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

SANITARY SEWER STRUCTURE TABLE	
STRUCTURE NAME:	DETAILS:
CO-1 (PRIVATE)	CLEAN OUT TOP: 118.50 W. INV IN: 111.83 S. INV OUT: 111.73
CO-2 (PRIVATE)	CLEAN OUT TOP: 120.00 E. INV OUT: 114.86
CO-3 (PRIVATE)	CLEAN OUT TOP: 118.76 W. INV IN: 112.45 N. INV OUT: 112.35
CO-4 (PRIVATE)	CLEAN OUT TOP: 119.99 E. INV OUT: 115.83
CO-5 (PRIVATE)	CLEAN OUT TOP: 117.62 W. INV IN: 116.28 N. INV OUT: 116.17
S-1 (PRIVATE)	PROPOSED SANITARY SEWER MANHOLE E. INV OUT: 108.50 TOP: 123.00 W. INV IN: 108.60
S-2 (PRIVATE)	PROPOSED SANITARY SEWER MANHOLE E. INV OUT: 107.50 TOP: 130.75 W. INV IN: 107.60
(PRIVATE) S-3	PROPOSED SANITARY SEWER MANHOLE TOP: 116.66 N. INV IN: 110.58 S. INV IN: 110.58 E. INV OUT: 110.58
(PRIVATE) S-4	PROPOSED SANITARY SEWER MANHOLE TOP: 118.89 S. INV IN: 110.60 E. INV OUT: 110.50
(PRIVATE) S-5	PROPOSED SANITARY SEWER MANHOLE TOP: 118.90 W. INV IN: 115.13 S. INV IN: 115.13 N. INV OUT: 115.03

NOTES:

1. ALL PROPOSED POLES (SIGN, TRAFFIC, LIGHT) AND PERMANENT STRUCTURES SHALL MAINTAIN A MINIMUM 10 FT HORIZONTAL SEPARATION FROM CITY OF OCOEE MAINTAINED UTILITIES.
2. WATER SERVICES 2" AND SMALLER SHOULD HAVE A DOUBLE STRAP TAPPING SADDLE, CORP STOP, AND BLUE POLYETHYLENE TUBING.
3. PRIOR TO FIRE LINE INSTALLATION, THE FLORIDA LICENSED CONTRACTOR SHALL SUBMIT LAYOUT DESIGN DRAWINGS TO THE OFFICE OF THE FIRE MARSHAL. IF REQUIRED BY FLORIDA STATUE 553.79, DRAWINGS MUST BE SIGNED AND SEALED BY A FLORIDA LICENSED PROFESSIONAL ENGINEER. THE DRAWINGS MUST SHOW ALL UNDERGROUND FIRE LINES AND COMPONENTS STARTING FROM THE POINT OF SERVICE AS DEFINED UNDER FLORIDA STATUE 633.102. THE DESIGN SHALL BE IN ACCORDANCE TO THE CURRENT FLORIDA FIRE PREVENTION CODE AND ALL ADOPTED NFPA CODES AND STANDARDS.
4. ALL VALVES SHALL BE BROUGHT TO GRADE AND INCORPORATED INTO THE ROADWAY WHERE POSSIBLE, VALVES LOCATED ALONG THE EDGE OF PAVEMENT SHALL BE SURROUNDED BY A 3' SQUARE VALVE PAD WITH A MINIMUM 12" THICKNESS, REINFORCED WITH REBAR.
5. ANY EXISTING ARV'S SHALL BE RELOCATED AS FAR FROM LANE OF TRAVEL AS POSSIBLE.
6. ALL PROPOSED LANDSCAPING SHALL MAINTAIN 10 FT HORIZONTAL SEPARATION FROM THE ROOT BALL OF TREES TO PUBLIC MAINTAINED UTILITIES.
7. ALL IMPROVEMENTS TO BE DEDICATED AND/OR MAINTAINED BY THE CITY SHALL BE IN CONFORMANCE WITH THE CURRENT CITY OF OCOEE ENGINEERING STANDARDS MANUAL, MATERIALS LIST, AND DETAILS. FINAL PLAN APPROVAL DOES NOT PROVIDE EXEMPTION FROM THESE REQUIREMENTS.
8. ANY DEVIATION FROM THE CITY OF OCOEE ENGINEERING STANDARDS MUST BE REQUESTED AND APPROVED IN WRITING PRIOR TO CONSTRUCTION.
9. THE MOST STRINGENT STANDARDS BETWEEN THE CITY OF OCOEE AND FDEP STANDARDS SHALL BE FOLLOWED FOR ALL PUBLIC UTILITIES.
10. CONTRACTOR SHALL REFER TO THE CITY OF OCOEE ENGINEERING STANDARDS MANUAL, LAND DEVELOPMENT CODE, APPROVED MATERIALS LIST, AND CITY DETAILS. THE MOST STRINGENT STANDARDS BETWEEN THE CITY OF OCOEE STANDARDS AND STANDARDS SET FORTH IN THESE NOTES SHALL BE FOLLOWED.
11. AS-BUILTS NEED TO BE SUBMITTED TO THE CITY SIGNED AND SEALED IN ACCORDANCE WITH SECTION 3.01.05 OF THE ENGINEERING STANDARDS MANUAL IN THE FOLLOWING FORMATS:
    - ONE PDF COPY
    - ONE CAD COPY DRAWN IN STATE PLANE COORDINATES
12. ALL TREES AND LANDSCAPING SHALL BE A MINIMUM OF 10 FEET FROM EXISTING AND PROPOSED PUBLIC UTILITIES AND NOT LANDSCAPING SHALL AFFECT THE CITY'S UTILITIES AT MATURITY.
13. ALL PROPOSED AND EXISTING CITY UTILITIES SHALL MAINTAIN AT LEAST 3' OF COVER TO THE PROPOSED GRADE.

Needed Fire Flow (NFF)

per FFPC 8th (NFPA 1 and 101 2021 Edition)

Ocoee Pickleball Complex - Building 1

*Building Fire Area=	69,577	SF
Building Type (per NFPA 220) =	V(000)	
Associated Min. Required Fire Flow=	7,000	GPM
(per Table H.5.1 of the NFPA 1 Uniform Fire Code Handbook)		
Fire Sprinkler - Yes or No=	Yes	
Calculated Fire Flow=	1,750	GPM
(with 75% fire sprinkler credit, if applicable)		
Minimum Fire Flow Required=	2,000	GPM

Fire Flow Provided= 2,000 GPM

Needed Fire Flow (NFF)

per FFPC 8th (NFPA 1 and 101 2021 Edition)

Ocoee Pickleball Complex - Building 2

*Building Fire Area=	24,568	SF
Building Type (per NFPA 220) =	V(000)	
Associated Min. Required Fire Flow=	4,250	GPM
(per Table H.5.1 of the NFPA 1 Uniform Fire Code Handbook)		
Fire Sprinkler - Yes or No=	Yes	
Calculated Fire Flow=	1,063	GPM
(with 75% fire sprinkler credit, if applicable)		
Minimum Fire Flow Required=	2,000	GPM

Fire Flow Provided= 2,000 GPM

Needed Fire Flow (NFF)

per FFPC 8th (NFPA 1 and 101 2021 Edition)

Ocoee Pickleball Complex - Building 3

*Building Fire Area=	19,872	SF
Building Type (per NFPA 220) =	V(000)	
Associated Min. Required Fire Flow=	3,750	GPM
(per Table H.5.1 of the NFPA 1 Uniform Fire Code Handbook)		
Fire Sprinkler - Yes or No=	Yes	
Calculated Fire Flow=	938	GPM
(with 75% fire sprinkler credit, if applicable)		
Minimum Fire Flow Required=	2,000	GPM

Fire Flow Provided= 2,000 GPM

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3.	CITY OF OCOEE COMMENTS	07/17/2026	ADS
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1.	CITY OF OCOEE COMMENTS	05/21/2026	ADS

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PHONE: (407) 898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL ENGINEER
CHRISTOPHER D. LEPPERT
P.E.
STATE OF FLORIDA
LICENSE NUMBER
No. 93800
07/17/2026

KHA PROJECT 249503000
DATE 07/17/2026
SCALE AS SHOWN
DESIGNED BY JDW
DRAWN BY JDW
CHECKED BY CCL

UTILITY PLAN

OCOEE PICKLEBALL

FLORIDA
CITY OF OCOEE

SHEET NUMBER
C6.0

Plotted By:Ghobrial, Michael Sheet Set:Ocoee Pickleball Construction Plans Layout:C6.0 UTILITY PLAN July 22, 2026 12:24:13pm K:\Orl_civil\249503000-ocoee pickleball complex\CAD\CONST\plansheets\C6.0-UTIL.dwg
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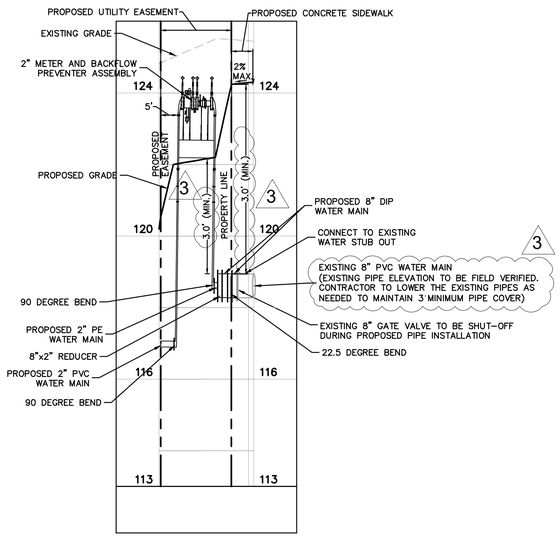
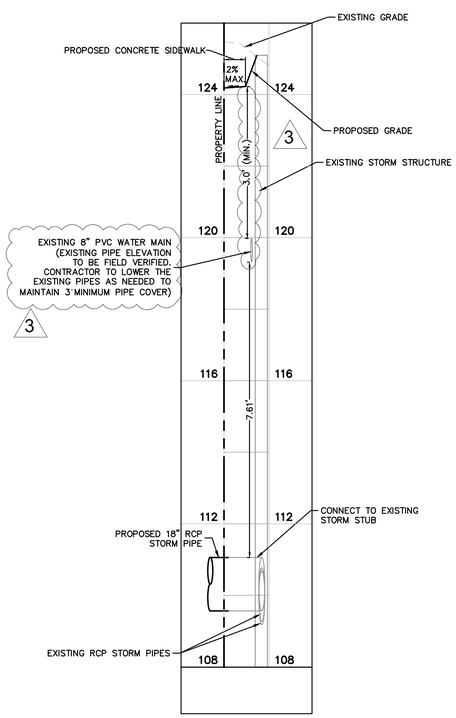
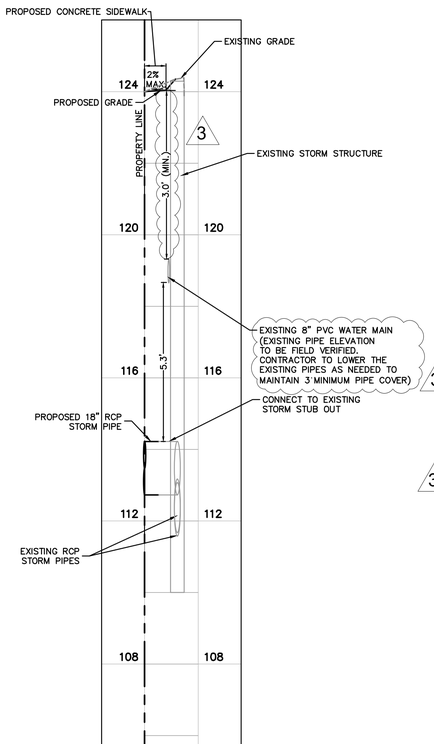


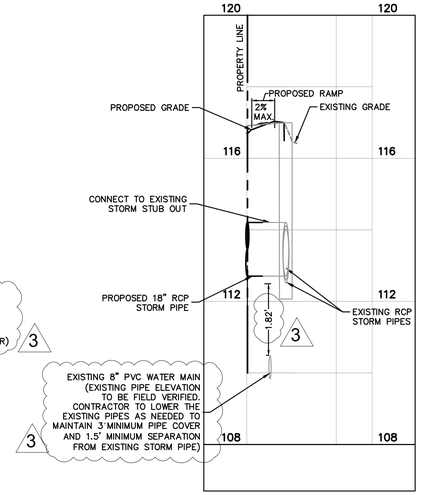
SECTION H–H
SCALE: 1" = 20'



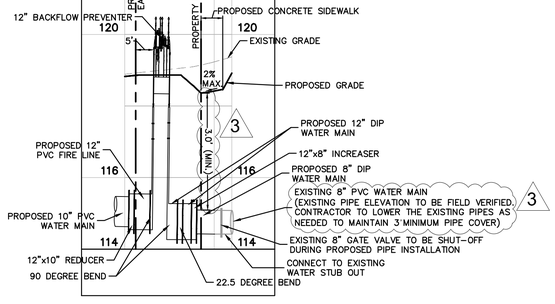
SECTION I–I
SCALE: 1" = 20'



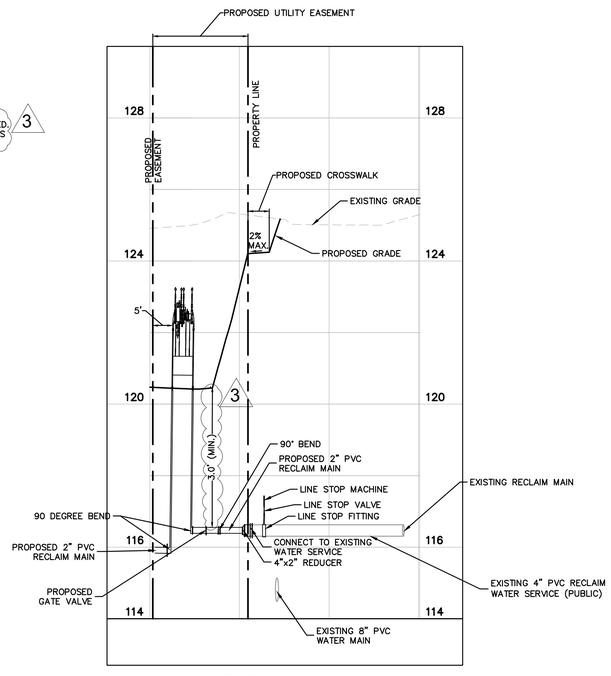
SECTION J–J
SCALE: 1" = 20'



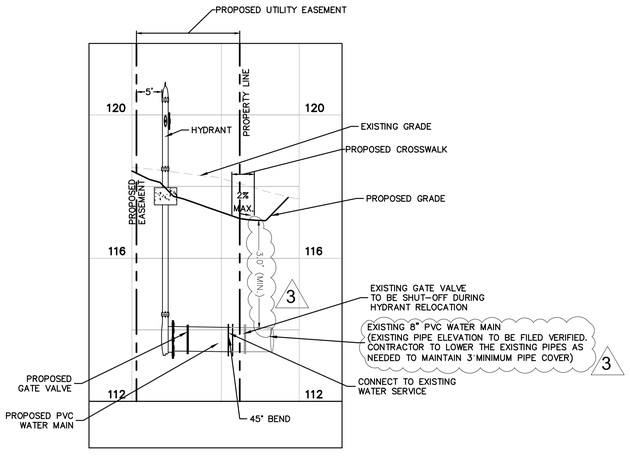
SECTION K–K
SCALE: 1" = 20'



SECTION G–G
SCALE: 1" = 20'



SECTION M–M
SCALE: 1" = 20'



SECTION L–L
SCALE: 1" = 20'

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LICENSED PROFESSIONAL ENGINEER CHRISTOPHER J. LEPERA PE 73747 STATE OF FLORIDA
LICENSED PROFESSIONAL LANDSCAPE ARCHITECT CHRISTOPHER J. LEPERA LA 6667000 STATE OF FLORIDA

KHA PROJECT	249503000
DATE	07/17/2026
SCALE	AS SHOWN
DESIGNED BY	JDW
DRAWN BY	JDW
CHECKED BY	CCL

UTILITY PROFILES

OCOEE PICKLEBALL

CITY OF OCOEE FLORIDA

SHEET NUMBER
C6.1

Posted By:Gbrionl Mlrone Sheet Set:Ocoee Pickleball Construction Plans Layout:C6.1 PROFILES July 22, 2026 12:24:37pm K:\orl_civil\249503000-ocoee pickleball complex\CAD\CONST\plansheets\C6.0-PGD.dwg
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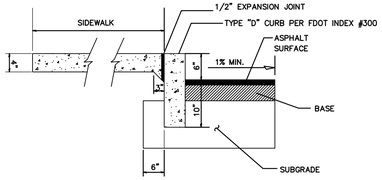
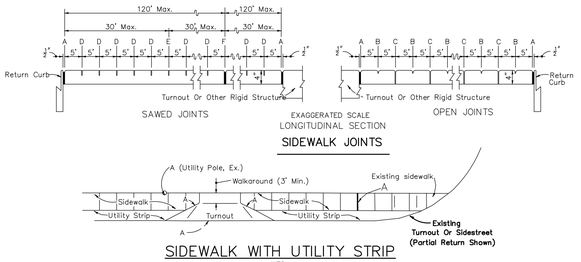
NOTES:

1. ALL LETTERS ARE 1" SERIES "C" PER MUTCD.
2. TOP PORTION OF SIGN SHALL HAVE REFLECTORIZED (ENGINEERING GRADE) BLUE BACKGROUND WITH WHITE REFLECTORIZED LEGEND AND BORDER.
3. BOTTOM PORTION OF SIGN SHALL HAVE A REFLECTORIZED (ENGINEERING GRADE) WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
4. FINE NOTIFICATION SIGN SHALL HAVE A REFLECTORIZED (ENGINEERING GRADE) WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
5. ONE (1) SIGN REQUIRED FOR EACH PARKING SPACE.
6. INSTALLATION HEIGHT OF SIGN SHALL BE IN ACCORDANCE WITH SECTION 24-23 OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

HANDICAP SIGN DETAIL
NTS



SIDEWALK INTEGRAL CURB DETAIL
NTS



SIDEWALK JOINTS

SIDEWALK WITH UTILITY STRIP
NTS

JOINT LEGEND

A– ¾" EXPANSION JOINTS (PREFORMED JOINT FILLER)
B– ¾" DUMMY JOINTS, TOOLED
C– ¾" FORMED OPEN JOINTS
D– ¾" SAW CUT JOINTS, ¼" DEEP (96 HOUR) MAX. 5' CENTERS
E– ¾" SAW CUT JOINTS, ¼" DEEP (12 HOUR) MAX. 30' CENTERS
F– ¾" EXPANSION JOINT WHEN RUN OF SIDEWALK EXCEEDS 120'
G– COLD JOINT WITH BOND BREAKER, TOOLED

FOOTNOTES:

ALL 1/2" JOINTS SHALL BE CONSTRUCTED WITH PREFORMED JOINT FILLER.

* 1/8" OPEN JOINTS PLACED AT EQUAL (20' MAX.) INTERVALS FOR DRIVEWAYS OVER 20' WIDE. JOINTS IN CURB AND GUTTER TO MATCH JOINTS IN DRIVEWAYS.

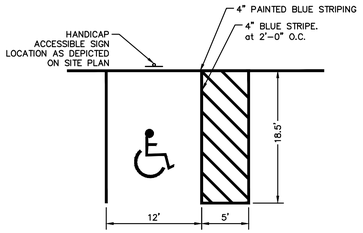
◊ DRIVEWAYS (6" CONCRETE) SHALL BE OF A UNIFORM WIDTH (W) AS SHOWN ON SHT. P-1.

GENERAL NOTES

SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT STANDARD SPECIFICATION NO. 522 EXCEPT FOR CURB CUT RAMP RUNS WHICH SHALL BE FINISHED IN ACCORDANCE WITH INDEX NO. 304.

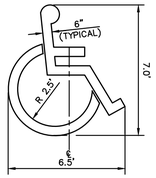
BOND BREAKER MATERIAL CAN BE ANY IMPERMEABLE COATED OR SHEET MEMBRANE OR PREFORMED MATERIAL HAVING A THICKNESS OF NOT LESS THAN 6 MILS NOR MORE THAN 1/2".

CONCRETE SIDEWALK DETAIL
NTS

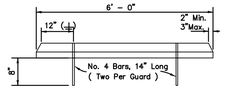


NOTE: REFER TO PLAN FOR DETAILED LAYOUT AND DIMENSIONS

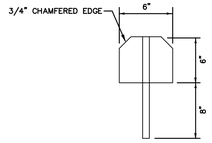
TYPICAL HANDICAP STRIPING
N.T.S.



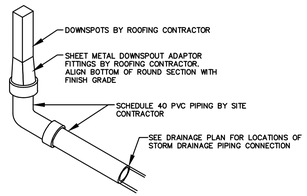
ACCESSIBLE PARKING SYMBOL
N.T.S.



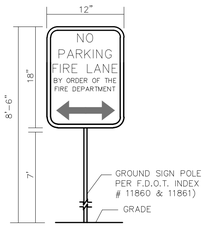
WHEEL STOP FRONT VIEW
NTS



WHEEL STOP PROFILE (TYP.)
NTS

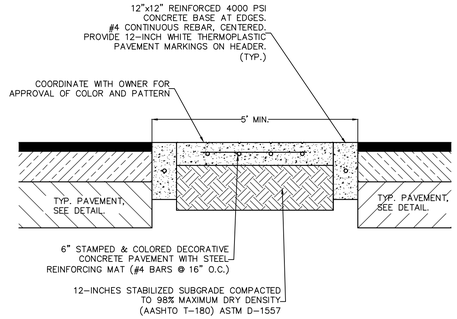


ROOF LEADER CONNECTION DETAIL
NTS

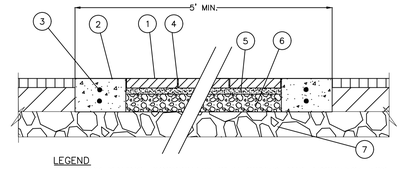


SIGN REQUIREMENTS:
1. MATERIAL: ANODIZED ALUMINUM.
2. GAUGE: 0.08 INCHES
3. SIGNS SHALL BE A WHITE BACKGROUND AND RED LETTERS.
4. SIGN SURFACE BACKGROUND: TO BE COVERED WITH WHITE REFLECTIVE TYPE MATERIAL SUCH AS "SCOTCH-LITE".

FIRE LANE SIGN DETAIL
NTS



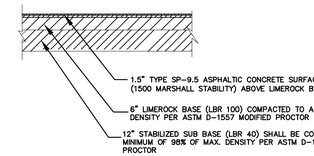
STAMPED CONCRETE DETAIL
(OPTION #1 FOR DECORATIVE CROSSWALK)



LEGEND
1. BRICK PAVING, COORDINATE WITH OWNER AND ARCHITECT FOR APPROVAL OF COLOR AND PATTERN
2. 12"x12" REINFORCED 4000 PSI CONCRETE BASE AT EDGES. CONTINUOUS REBAR AS SHOWN.
3. #4 REBAR CENTERED
4. TIGHT, SAND SWEPT JOINTS, TYP.
5. 1-1/4" SAND SETTING BED.
6. 8" LIMEROCK BASE (LBR 100) PER FDOT STANDARD SPEC. 200 & 911 COMPACTED TO A MIN. OF 98% OF MAX. DENSITY PER AASHTO T-180 MODIFIED PROCTOR.
7. 12" STABILIZED STABIILIZED SUB BASE TYPE "B" (LBR 40) PER FDOT STANDARD SPEC. 160 SHALL BE COMPACTED TO A MINIMUM OF 98% OF MAX. DENSITY PER AASHTO T-180 MODIFIED PROCTOR.

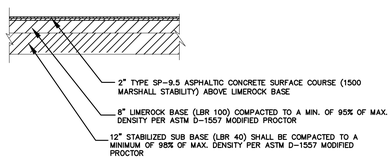
BRICK PAVING DETAIL
(OPTION #2 FOR DECORATIVE CROSSWALK)

DECORATIVE PEDESTRIAN CROSSWALK DETAILS



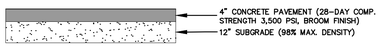
STANDARD ASPHALT PAVEMENT SECTION
NTS

NOTE:
INSTALLED PAVEMENT SECTIONS AND ANY SUBSTITUTIONS SHALL MEET THE RECOMMENDATIONS WITHIN THE FINAL GEOTECHNICAL ENGINEERING REPORT PREPARED BY ECS FLORIDA, LLC. (DATED JULY 16, 2019).



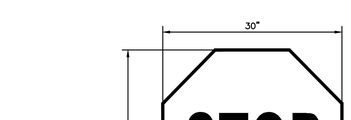
HEAVY DUTY ASPHALT PAVEMENT SECTION
NTS

NOTE:
INSTALLED PAVEMENT SECTIONS AND ANY SUBSTITUTIONS SHALL MEET THE RECOMMENDATIONS WITHIN THE FINAL GEOTECHNICAL ENGINEERING REPORT PREPARED BY ECS FLORIDA, LLC. (DATED JULY 16, 2019)



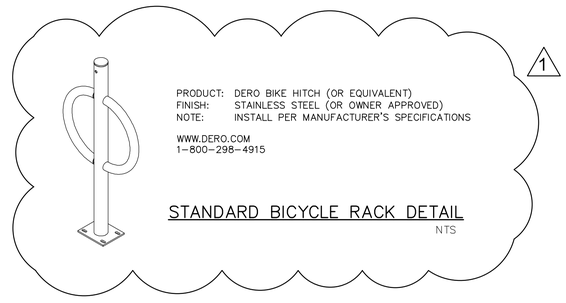
CONCRETE SIDEWALK SECTION
NTS

PAVEMENT SECTION NOTES:
1. VERIFY WITH RECOMMENDATIONS IN GEOTECHNICAL EXPLORATION BY ECS FLORIDA, LLC., DATED JULY 16, 2019.
2. COMPACTION IS % OF MODIFIED PROCTOR MAXIMUM DRY DENSITY PER AASHTO T-180
3. ASPHALTIC STRUCTURAL COURSE IS PER FDOT SECTION 334



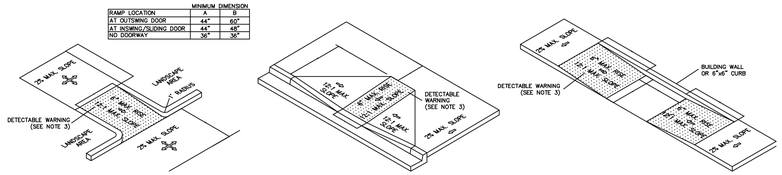
30" X 30" R1-1

STOP SIGN
N.T.S.



STANDARD BICYCLE RACK DETAIL
NTS

RAMP LOCATION	MINIMUM DIMENSION A	MINIMUM DIMENSION B
AT OUTSWING DOOR	44"	60"
AT INSWING/SLIDING DOOR	44"	48"
NO DOORWAY	36"	36"



NOTES:
1. ALL CURB CUT ACCESSIBLE RAMPS AND DETECTABLE WARNING SURFACES SHALL BE INSTALLED BY THE SITE CONTRACTOR.
2. THE STANDARD COLOR FOR THE DETECTABLE WARNING SURFACE SHALL BE YELLOW. ANY TYPE OF ADHESIVE OR GLUE DOWN MATS; STAMPED CONCRETE OR ANY VARIATION OTHER THAN WHAT IS SPECIFIED ABOVE WILL NOT BE ACCEPTED BY ORANGE COUNTY. ORANGE COUNTY WILL CONSIDER ALTERNATIVES THAT ARE EQUAL TO THE PRODUCTS SPECIFIED ABOVE. COUNTY ENGINEER AND THE CHIEF ENGINEER FOR DEVELOPMENT SERVICES WILL HAVE THE SOLE RESPONSIBILITY FOR DETERMINO THE PRODUCT ACCEPTABILITY.
3. ALL DETECTABLE WARNING SURFACES FOR SIDEWALKS AT CURB CUT HANDICAP RAMP SHALL BE A COUNTY APPROVED YELLOW COLORED COMPOSITE MATERIAL ANCHORED IN THE CONCRETE SIDEWALK RAMP. ANCHORED COMPOSITE WARNING AREA INSERTS ARE TO BE COLORED "SAFETY YELLOW", ARE TO BE SET INTO THE CONCRETE AND ARE TO BE FLUSH WITH CONCRETE SURFACE ALONG ALL FOUR SIDES. DESIGN DIMENSIONS OF DETECTABLE WARNING AREA SHALL CONFORM TO FDOT STANDARD INDEX 522-002 AND CODE OF FEDERAL REGULATIONS PART 36.

ACCESSIBLE RAMPS
N.T.S

No.	REVISIONS	DATE	BY
1	CITY OF OCOEE COMMENTS	05/21/2026	ADS

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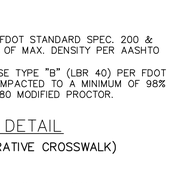

KHA PROJECT	249503000
DATE	07/17/2026
SCALE	AS SHOWN
DESIGNED BY	JDW
DRAWN BY	JDW
CHECKED BY	CCL

GENERAL CONSTRUCTION DETAILS

OCOEE PICKLEBALL

CITY OF OCOEE FLORIDA

SHEET NUMBER
C7.0

Always call 811 two full business days before you dig to have underground utilities located and marked.
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Plotted By: Gabriela Mitchell Sheet Set: Ocoee Pickleball Construction Plans Layout: C7.0 GENERAL CONSTRUCTION DETAILS July 22, 2026 12:25:16pm K:\orl_civil\249503000-ocoee pickleball complex\CAD\CONST\Plansheets\C7.0 - GEN. CONST DETAILS.dwg
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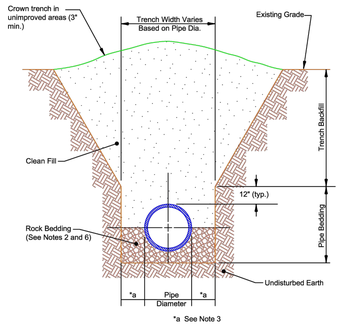
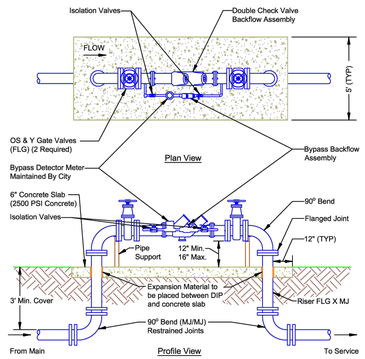


NOTES:

1. Pipe bedding material and trench backfill shall be select common (clean) fill compacted to 95% (98% in roadway) of the maximum density as per AASHTO T-180.
2. Contractor shall install crushed rock (or equivalent bedding material) where pipe bedding does not provide solid support (yielding or plastic). Depth of material shall be a minimum of 6", or as needed, to provide non-yielding support for the pipe. All unsuitable material shall be removed from pipe bedding unless special provisions are approved by the City.
3. Excavated trench width at pipe haunch shall be sufficient in size for haunch compaction, but shall be no greater than 15° on each side of pipe for pipes less than 24" in diameter (24" for pipes 24" in diameter or greater.)
4. Water shall not be permitted in trench line during construction.
5. Pipe line shall be installed with bell fitting facing upgrade.
6. Gravity sewer shall have a 6" minimum rock bed.

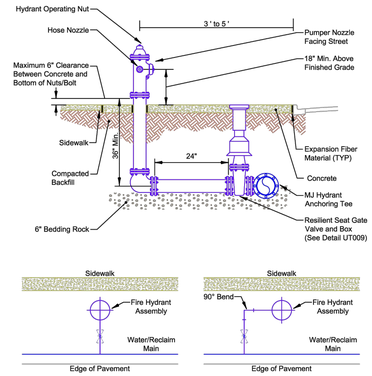
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT001	Pipe Bedding and Trench
DATE: September 2019	SCALE: N/A



NOTES:

1. Backflow assembly shall be owned and maintained by the property owner.
2. The City shall own and maintain the meter.
3. Utility easement size minimum shall be 10 feet by 15 feet.
4. The contractor shall contact the inspector for exact assembly length and height above the slab required for the double detector check valve assembly to be installed by contractor. All pipe, fittings, and appurtenances shall be installed by the contractor.
5. All above ground pipe shall be flanged ductile iron.
6. Double detector check valve assembly shall be in conformance with the City's Cross Connections Manual.
7. Bypass meter piping shall be brass

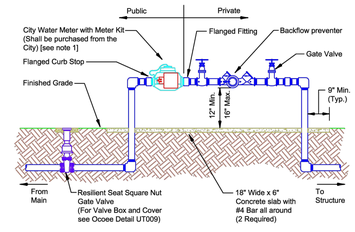
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT210	Double Detector Check Valve Assembly
DATE: July 2020	SCALE: N/A



Note:

1. Hydrants shall be painted with double coat enamel paint per the following:
   - Public Potable Water - Safety Yellow Pantone 13-0630TN
   - Reclaimed Water - Purple Pantone 522 C
   - Private Fire - Cherry Red HDC-MD-16
2. Concrete shear pad shall abut between sidewalk and curb. Where sidewalk is not present, concrete shear pad shall be approx. 7.5' x 3.5' min.
3. Concrete shall be 6" thick with fibermesh and shall be fc' of 3,000 psi minimum at 28 days.
4. Any deviation from this detail shall be made known to the City for approval.

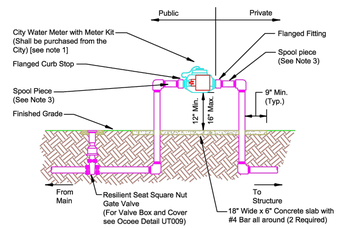
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT201	Fire Hydrant Assembly
DATE: June 2021	SCALE: n/a



NOTES:

1. Contractor shall be responsible for installing City water meter matching pipe size with meter kit and shall supply and install all materials and backflow prevention device.
2. Backflow device shall be per the City's Cross Connection Control Manual.
3. All pipes, fittings, and end valves as indicated as private shall be the responsibility of the owner. All pipes and fittings indicated as public with material not indicated shall be brass or schedule 80 PVC.

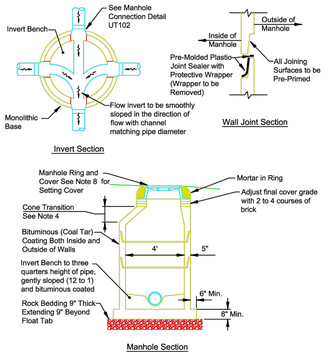
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT209b	1 1/2" and Larger Commercial/Multi-Family Meter Configuration
DATE: June 2021	SCALE: N/A



NOTES:

1. Contractor shall be responsible for installing City water meter matching pipe size with meter kit and shall supply and install all materials.
2. All pipes, fittings, and end valves as indicated as private shall be the responsibility of the owner. All pipes and fittings indicated as public with material not indicated shall be brass or schedule 80 PVC.
3. Spool piece length shall be a minimum of five times the diameter of the pipe.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT209c	1 1/2" and Larger Commercial/Multi-Family Meter Configuration (Reclaimed Water)
DATE: June 2021	SCALE: N/A



NOTES:

1. This detail is for pre-cast standard and receiving sanitary sewer manholes.
2. Sewer main sizes connecting to the manhole shall range from 6" to 24" in diameter and not less than 2" from floor of bottom casting. All other sizes shall require separate design and approval.
3. All manholes where any invert into the manhole exceeds 18" shall require a drop connection (See detail UT102).
4. Manhole cone/ring and cover shall be eccentric configured. Cone transition shall range from 18" to 36". Concentric configuration shall require written approval by the City.
5. Receiving, forcemain connected and drop manhole shall be continuously lined with an approved liner on the City of Ocoee's Approved Materials List at a minimum of 90 mil thickness.
6. Bottom casting shall be monolithic with first riser.
7. Riser between top cone and bottom casting shall be no shorter in height than 60".
8. Manhole cover to be set 1/4" above and matching slope pavement and should be set at plan grade unpaved areas.
9. All seams from structure joints, pipe connections and ring shall be WrapidSealed.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT101	Sanitary Sewer Manhole
DATE: July 2019	SCALE: N/A

Pipes/Mains Separation Requirement Table (See Note 11 for Structural)									
	Potable		Reclaimed		Sanitary Sewer		Storm Sewer		Structural
	Horiz.	Vert.	Horiz.	Vert.	Horiz.	Vert.	Horiz.	Vert.	Horiz.
Potable			3'	12"	10'	18"	3'	18"	10'
Reclaimed	3'	12"			3'	12"	3'	12"	10'
Sanitary Sewer	10'	18"	3'	12"			3'	12"	10'
Storm Sewer	3'	18"	3'	12"	3'	12"			10'

Joint Spacing Requirement Table (See Note 2)					
	Potable		Reclaimed	Sanitary Sewer	Storm Sewer
Potable			3'	6'	3'

NOTES:

1. The table above represents the minimum separation requirements as described in the City's Engineering Standards Manual. The most stringent requirements between the City's Standards and the guidelines set forth in the Florida Administrative Code 62-555.314 (F.A.C). shall apply between newly proposed utility lines and existing or proposed utility lines.
2. Joint spacing shall be based on one full length water main pipe centered above or below other pipes. The joint shall be no less than the required distance from the center of the crossing of the two pipes. (The water pipe shall be above the other pipe unless otherwise approved by the City.)
3. Where the City's minimum vertical and horizontal separation from potable water cannot be achieved from the outside of the potable water pipe and the outside of the other pipe/main, preferred separation in accordance with F.D.E.P. rules of the Florida Administrative Code 62-555.314 (F.A.C.) and 62-604.400 (F.A.C.) may be allowed upon approval by the City's Utilities Department.
   a. If it is not technically feasible or economically sensible to comply with the requirements set forth in 62-555.314 (F.A.C.), technical or economic justification for each exception must be submitted to F.D.E.P. with alternative construction features. Proof of F.D.E.P.'s approval for exceptions shall be submitted to the City.
4. For the purpose of this table, reclaimed water shall mean unrestricted public access reuse water as defined by F.A.C. 62-610. Other types of reclaimed water, not treated to public contact levels, shall be considered raw sewage, and the separation list for sanitary sewer shall apply.
5. Alternative water, such as storm water used for irrigation, shall be considered reclaimed water for separation requirements.
6. Pipe separation distance provided above shall mean the horizontal and/or vertical distance measured for the outside dimension of each pipe/main.
7. All Sanitary and Storm Structures shall follow separation requirements above.
8. Potable water pipes shall be laid above all pipes conveying raw sewage whenever they cross.
9. All utilities shall be installed with 36" of cover over the top of pipe. Cover shall be measured with current or future grading to ensure the 36" coverage.
10. No potable water pipe may pass through a sanitary sewer structure. Penetration through storm sewer must be approved by the City and is subject to special conditions and materials.
11. Structural shall refer to foundations, walls, etc. Additional separation shall be required by the City for construction of, including, but not limited to: live loads, multi-story commercial buildings, superstructures, embankments, retaining walls, bridges, railroads, high voltage transmission mains, gas mains, etc.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT013	Pipe Separation Requirement Table
DATE: November 2022	SCALE: N/A

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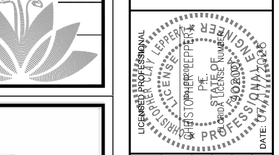

KHA PROJECT 249503000
DATE 07/17/2026
SCALE AS SHOWN
DESIGNED BY JDW
DRAWN BY JDW
CHECKED BY CCL

GENERAL CONSTRUCTION DETAILS

OCOEE PICKLEBALL

CITY OF OCOEE FLORIDA

SHEET NUMBER
C7.1

Plotted By:Gabriel, Michael Sheet Set:Ocoee Pickleball Construction Plans Layout:C7.1 GENERAL CONSTRUCTION DETAILS July 22, 2026 12:25:19pm K:\orl_civil\249503000-ocoee pickleball complex\CAD\CONST\sheetsets\C7.0 — GEN CONST DETAILS.dwg
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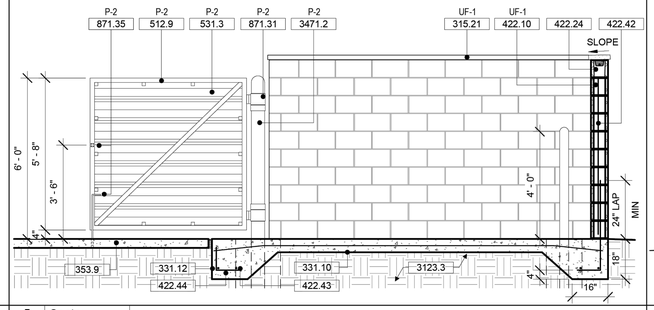
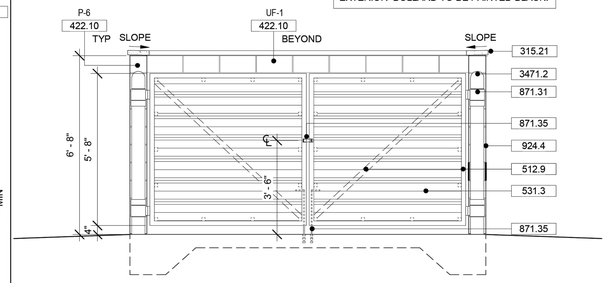


5 A5.18 Scale: 3/8" = 1'-0"

TRASH ENCLOSURE SECTION

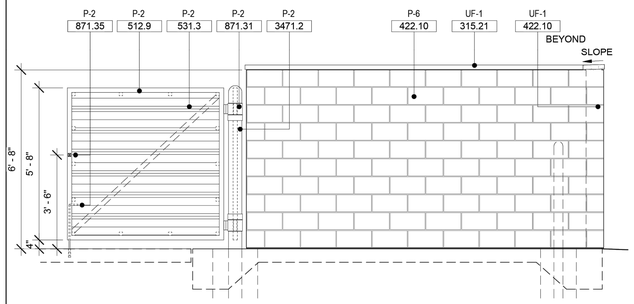
NOTE:

1. REFER TO CIVIL DRAWINGS FOR DUMPSTER LOCATIONS.
2. GATE HARDWARE, FRAME, BRACING, AND EXTERIOR BOLLARD TO BE PAINTED BLACK.



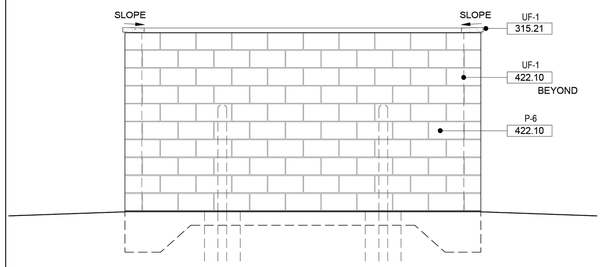
3 A5.18 Scale: 3/8" = 1'-0"

TRASH ENCLOSURE FRONT ELEVATION



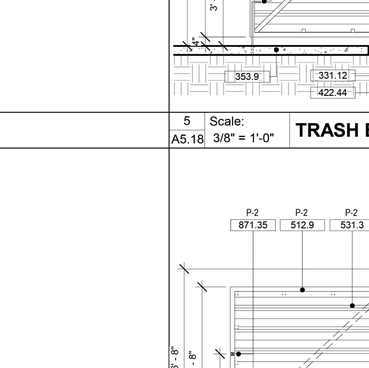
4 A5.18 Scale: 3/8" = 1'-0"

TRASH ENCLOSURE SIDE ELEVATION



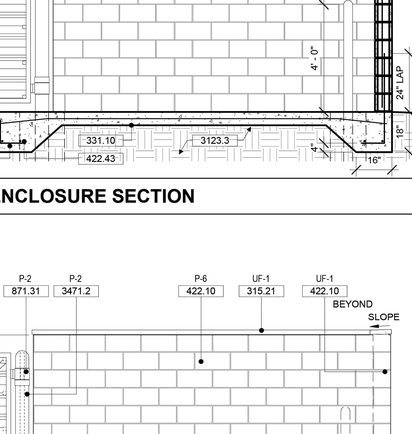
2 A5.18 Scale: 3/8" = 1'-0"

TRASH ENCLOSURE REAR ELEVATION



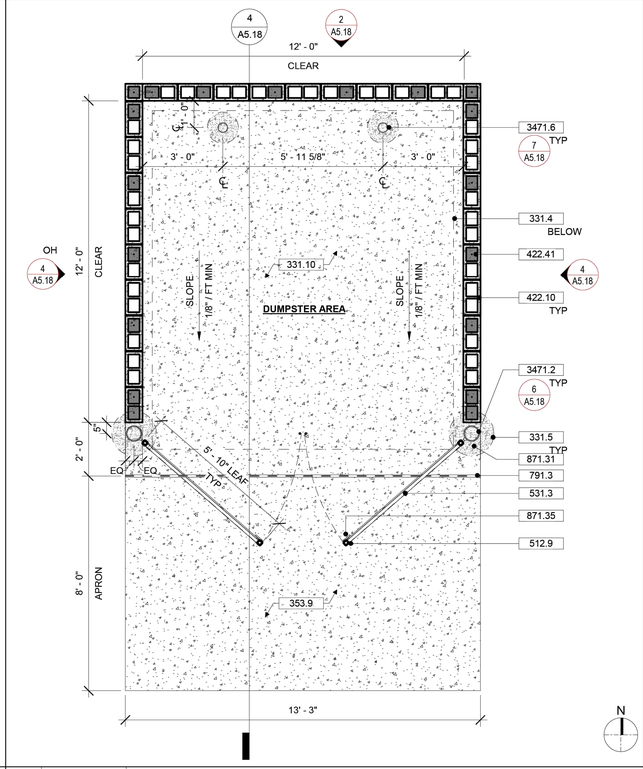
7 A5.18 Scale: 1/2" = 1'-0"

BOLLARD DETAIL



6 A5.18 Scale: 1/2" = 1'-0"

GATE POST DETAIL



1 A5.18 Scale: 3/8" = 1'-0"

TRASH ENCLOSURE PLAN

KEYNOTE LEGEND

KEY VALUE	DESCRIPTION
315.21	PRE-CAST CONCRETE WALL CAP. NATURAL GRAY FINISH
331.4	STEEL REINFORCED CONCRETE FOOTING PER STRUCTURAL
331.5	CONCRETE FOOTING PER STRUCTURAL
331.6	STEEL REINFORCED CONCRETE SLAB PER PLAN & SCHEDULE
331.10	6" THICK CONCRETE SLAB ON GRADE. 3000 PSI W/6X6X1.4/1.4 WWM
331.12	THICKENED SLAB EDGE PER STRUCTURAL
331.13	DOMED CONCRETE TOP
353.9	4" THICK CONCRETE APRON
422.10	8" X 8" X 16" CMU - 2 CORE
422.24	CMU BOND BEAM WITH ONE (1) #5 REBAR HORIZONTALLY CONTINUOUS
422.41	FILLED CELL W/1 #5 VERTICALLY @ 32" O.C. MAX
422.42	ONE (1) #5 REBAR VERTICALLY AT 32" O_C. MAX
422.43	TWO (2) #5 REBAR HORIZONTALLY CONTINUOUS
422.44	#3 X 10IN REBAR STIRRUP
512.9	2X2X1/4 IN TUBE STEEL GATE FRAME WITH WELDING TABS
531.3	1.5 NON-COMPOSITE 26 GA CORRUGATED FLUTED STEEL DECKING GATE INFILL. FIELD WELD TO TABS AT PERIMETER FRAME
791.3	EXPANSION JOINT WITH CONT. SEALANT AND PRE-MOLDED EXPANSION JOINT FILLER
871.31	HEAVY DUTY STEEL COLLAR HINGE WITH GREASE PORT. SHOP PRIMED. REFER TO MATERIAL SCHEDULE FOR ADDITIONAL INFORMATION
871.32	SETTING/ADJUSTMENT COLLAR
871.35	PROVIDE CANE BOLT, LATCH, HASP AND LOCK
924.4	5/8" DIRECT APPLIED STUCCO SYSTEM TWO (2) LAYERS CONTINUOUS WEATHER BARRIER. INSTALL PER MANUFACTURER SPECIFICATIONS
3123.3	SUBGRADE PREPARED PER GEOTECHNICAL RECOMMENDATIONS
3471.2	6" FIXED CONCRETE FILLED STEEL BOLLARD WITH DOMED TOP
3471.6	4" FIXED CONCRETE FILLED STEEL BOLLARD WITH DOMED TOP

MATERIAL LEGEND

PAINTS/COATINGS

P-2	ACRYLIC LATEX PAINT, MFR: SHERWIN WILLIAMS FINISH TO MATCH PRIMARY FACADE COLOR
P-6	ACRYLIC LATEX PAINT, MFR: SHERWIN WILLIAMS FINISH TO MATCH PRIMARY FACADE COLOR
UF-1	UNFINISHED CONCRETE MASONRY UNIT, COLOR: NATURAL GRAY

EMS ALUMINUM CABLE RAIL SYSTEM (EACR) *CONTINUED*

All posts come pre-fabricated in MILL FINISH or POWDER COATED with saddles (welded), flange (welded), flange cover with pre-drilled cable holes ready for installation right out of the box!

- **ALL POSTS – 2" x 2" x .250" wall with radius edges.**
- **For powder-coating option, replace XXX with 3-digit color code on Pg. 56.**

36" Pre-Fabricated Floor Mounted Cable Posts

ACREN36AFFLXXX	36" Floor Mounted	END post with adjustable flat top saddle
ACRCN36AFFLXXX	36" Floor Mounted	CENTER post with adjustable flat top saddle
ACRCR36FFFLXXX	36" Floor Mounted	CORNER post with fixed flat top saddle
ACRES36AFFLXXX	36" Floor Mounted	STAIR END post with adjustable flat top saddle
ACRCS36AFFLXXX	36" Floor Mounted	STAIR CENTER post with adjustable flat top saddle

42" Pre-Fabricated Floor Mounted Posts

ACREN42AFFLXXX	42" Floor Mounted	END post with adjustable flat top saddle
ACRCN42AFFLXXX	42" Floor Mounted	CENTER post with adjustable flat top saddle
ACRCR42FFFLXXX	42" Floor Mounted	CORNER post with fixed flat top saddle
ACRES42AFFLXXX	42" Floor Mounted	STAIR END post with adjustable flat top saddle
ACRCS42AFFLXXX	42" Floor Mounted	STAIR CENTER post with adjustable flat top saddle

36" Pre-Fabricated Fascia Mounted / Core Drilled Posts

ACREN36AFFCXXX	36" Fascia/Core	END post with adjustable flat top saddle
ACRCN36AFFCXXX	36" Fascia/Core	CENTER post with adjustable flat top saddle
ACRES36AFFCXXX	36" Fascia/Core	STAIR END post with adjustable flat top saddle
ACRCS36AFFCXXX	36" Fascia/Core	STAIR CENTER post with adjustable flat top saddle

42" Pre-Fabricated Fascia Mounted / Core Drilled Posts

ACREN42AFFCXXX	42" Fascia/Core	END post with adjustable flat top saddle
ACRCN42AFFCXXX	42" Fascia/Core	CENTER post with adjustable flat top saddle
ACRES42AFFCXXX	42" Fascia/Core	STAIR END post with adjustable flat top saddle
ACRCS42AFFCXXX	42" Fascia/Core	STAIR CENTER post with adjustable flat top saddle

Posts may require additional fabrication time.
Stair posts will be drilled at 34 degrees.

Always call 811 two full business days before you dig to have underground utilities located and marked.
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No.	REVISIONS	DATE	BY

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200 S. ORANGE AVENUE, SUITE 600, ORLANDO, FL
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LICENSED PROFESSIONAL ENGINEER CHRISTOPHER M. LEPPERT PE 71747 STATE OF FLORIDA

KHA PROJECT 249503000
DATE 07/17/2026
SCALE AS SHOWN
DESIGNED BY JDW
DRAWN BY JDW
CHECKED BY CCL

GENERAL CONSTRUCTION DETAILS

OCOEE PICKLEBALL

FLORIDA

CITY OF OCOEE

SHEET NUMBER C7.2

D.I.P. Restraint Table

Minimum Length (FT) to be Restrained on Each Side of Fitting(s)

Fittings	Pipe Size					
	4"	6"	8"	10"	12"	16"
90° Bend	15	21	27	32	37	47
45° Bend	7	5	11	13	16	20
22 1/2° Bend	5	5	6	7	8	10
11 1/4° Bend	5	5	5	5	5	6
Plug or Branch of Tee	30	47	64	81	98	133

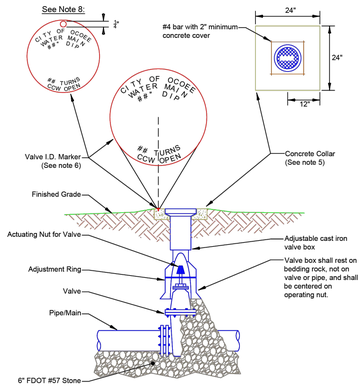
NOTES:

1. The restraint values as indicated by the "Restraint Table" are minimum values.Design engineer shall be responsible for confirming field conditions, and make adjustments accordingly.
2. All fittings shall have restrained joints unless otherwise indicated.
3. No restraints required if continuous pipe length is greater than value provided in "Restraint Table" above.
4. Where two or more fittings are laid in-line, use greatest restraint length for coverage.
5. For in-line valves and through run of tees: outside limits of restrained joints from other fittings need not be restrained unless otherwise indicated.
6. Lengths shown in the table have been calculated in accordance with the procedures outlined in "Thrust Restraint Design for Ductile Iron Pipe" as published by DIPRA, with the following assumptions:

   Working Pressure: 150 PSI
   Soil Designation: SM (Silty Sand, Sand-Silt Mix.)
   Laying Conditions: S

7. For pipe encased in polyethylene, use values given in parentheses or increase the given value by 150%.
8. For pipe sizes not included in the Restraint Table or pipe material not adhering to given conditions, design engineer shall determine and specify pipe lengths which shall be approved by the City.

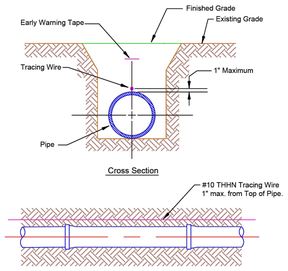
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT005	Ductile Iron Pipe Restraint Table
DATE: April 2019	SCALE: N/A



NOTES:

1. PVC extensions shall not be used on valve box.
2. The actuating nut for valves shall be no deeper than 24" from ultimate finished grade.
3. Valve assembly shall include center spacing guide from the City's Approved Materials List.
4. Where valve nut is more than 36" below grade, valve assembly shall include an extension from the City's Approved Materials List.
5. Valve collar shall be 24" x 24" x 6" square pad and concrete for collar shall be f'c of 3,000 psi minimum @ 28 days for non-pavement areas.
6. Valve Marker shall be from the City's Approved Materials List and shall include "City of Ocoee", main type, size, material, turns to open or close valve, and direction of rotation.
7. Valve Box shall not be located in pavement, sidewalk, or driveway unless approved by the City. If approved, Contractor/Developer shall reach out to the Utilities Department on the location of the Valve Tags.
8. For Valve Box approved in pavement, a disk valve marker shall hang in the valve box anchored to the locating wire.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT009	Valve Box and Cover
DATE: June 2021	SCALE: N/A



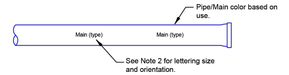
Cross Section

Transverse Section

NOTES:

1. All pipe shall include the installation of #10 THHN copper tracing wire capable of detection by cable locating equipment.
2. Tracing wire shall be buried directly above the transverse centerline of the pipe.
3. End(s) of the locating wire shall be such that wire can be accessed by locating equipment assessing the wire in a valve vault or blow-off box. Wire is required to extend 12" minimum above finished grade.
4. Unless approved by the City, early warning tape indicating the type of pipe shall be required.
5. All directional drill pipe shall have locating wire attached to the top of pipe and shall remain on the top of the pipe during installation.
6. All service lines shall have locating wire placed on the pipe as described in City of Ocoee detail UT206 "Utility Service Connection"
7. All wire splices shall be completed with twist-on type wire nuts with gel or grease filled moisture seal.
8. All tracing wire installation shall be tested and verified for continuity by the contractor prior to final acceptance

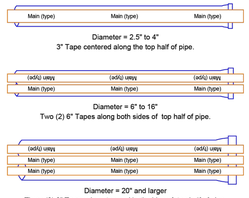
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT010	Pipe Locating Wire
DATE: April 2019	SCALE: N/A



PIPE LETTERING NOTES:

1. Lettering shall be per the American Water Works Association.
2. Lettering shall be a minimum of 3/4" in height and shall be be facing up when the pipe is installed.
3. Lettering must be permanently imbedded into the pipe/main, not painted or stenciled.
4. Lettering shall be of contrasting color to pipe/main color.

Pipe Marking (Lettering)
N.T.S.

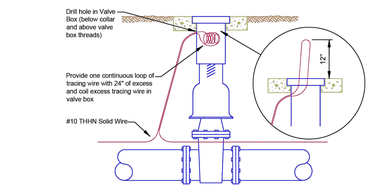


Warning Tape
N.T.S.

WARNING TAPE NOTES:

1. Tape color shall be in accordance with (same) as main/pipe color.
2. Tape lettering shall be at least 1" in height with no greater than 12" in spacing.
3. Warning tape shall extend total length of pipe.

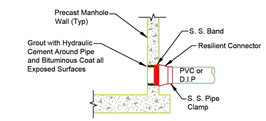
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT011	Pipe Identification & Warning Tape
DATE: April 2019	SCALE: N/A



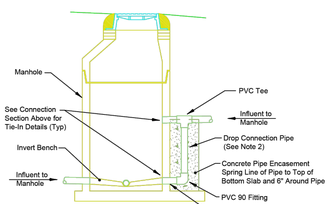
NOTES:

1. All pipe shall be installed with # 10 THHN solid copper tracing wire. Tracing wire must be installed directly above the pipe in a continuous circuit.
2. Tracing wire shall cover all main, pipe, branches (including fire hydrants) and service connections.
3. Tracing wire shall extend a minimum of 12" above grade at required intervals and/or valve lids.
4. Tracing wire shall be coiled and placed in a valve box and shall be easily accessible.
5. At dead ends of mains, pipe, and/or service, the tracing wire shall be placed in a properly identified cast iron valve box (Valve Box and Cover Detail UT009).

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT012	Tracing Wire Location
DATE: April 2019	SCALE: N/A



Pipe Connection for Pipes Less Than 24" Section

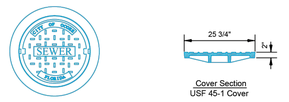


Standard Drop Section

NOTES:

1. For manhole covers, see UT103 Standard Manhole Ring and Cover Detail and UT104 Large & Receiving Manhole Ring and Double Cover Detail.
2. Drop pipe and fittings shall be of equal size and material to the influent sewer line.
3. The drop connection provided above is limited to pipe size less than 24". Alternative design must be approved by City for pipe sizes equal or greater than 24" in diameter.
4. An outside drop connection is required for all influent lines 18" or more above the manhole inverts.
5. Bottom elevation of drop shall be 0.1' above effluent invert.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT102	Sanitary Sewer Connection
DATE: July 2019	SCALE: N/A



NOTES:

1. Use Ring & Covers Detail as depicted on this sheet for standard manhole applications. Refer to UT104 Large & Receiving Ring and Double Cover Detail for large (6' or greater) and receiving manholes.
2. For structures with top elevation at surface, use "Flush Structure Casting", USF 1295 Ring.
3. Brick shall be solid red (clay) brick meeting AASHTO M114 -Grade MW.
4. Red Brick or Precast Concrete Risers should not exceed four levels.
5. Manhole lid shall be Lettered with "City of Ocoee" (top), Sewer (center) and Florida (bottom).
6. Manhole lids shall have two (2) non-pentrating pick holes.
7. Where manhole lining (coating) is required, coating shall extend to ring sealing and coating ring's mortar bed.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT103	Standard Manhole Ring and Cover
DATE: April 2019	SCALE: N/A

Always call 811 two full business days before you dig to have underground utilities located and marked.

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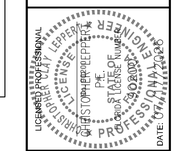
200 S. ORANGE AVENUE, SUITE 600, ORLANDO, FL
PHONE: (407) 898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

No.	REVISIONS	DATE	BY



KHA PROJECT	249503000
DATE	07/17/2026
SCALE	AS SHOWN
DESIGNED BY	JDW
DRAWN BY	JDW
CHECKED BY	CCL
DATE:	

GENERAL CONSTRUCTION DETAILS

OCOEE PICKLEBALL

CITY OF OCOEE FLORIDA

SHEET NUMBER C7.3

2

Plotted By:Ghobrial, Michael Sheet Set:Ocoee Pickleball Construction Plans Layout:C7.3 GENERAL CONSTRUCTION DETAILS July 22, 2026 12:25:23pm K:\orl_civil\249503000-ocoee pickleball complex\CAD\CONST\plansheets\C7.0 - GEN CONST DETAILS.dwg
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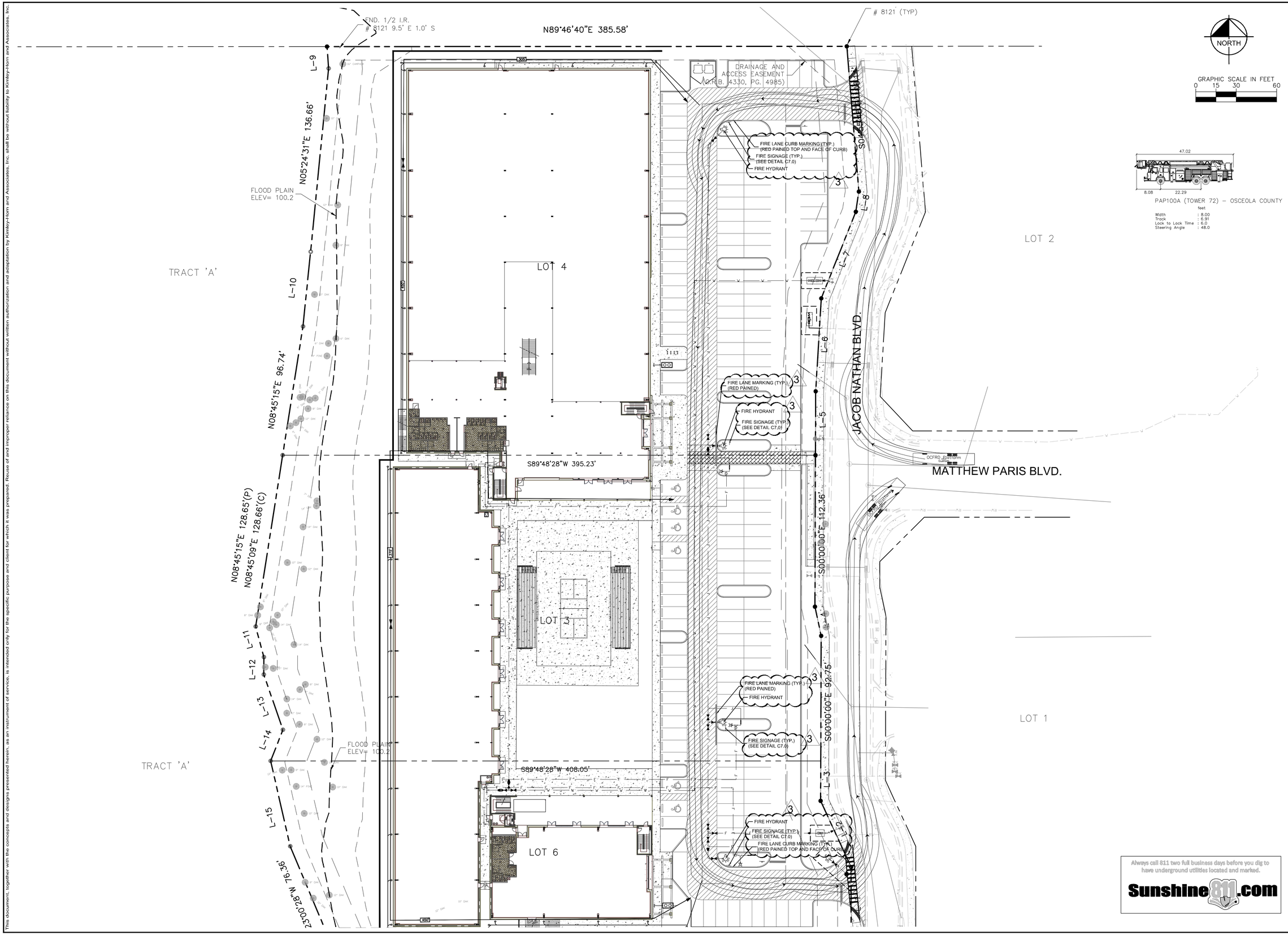

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No.	REVISIONS	DATE	BY
3	CITY OF OCOEE COMMENTS	07/17/2026	ADS

Kimley»Horn

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200 S. ORANGE AVENUE, SUITE 600, ORLANDO, FL
PHONE: (407) 898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35105

LICENSED PROFESSIONAL ENGINEER CHRISTOPHER C. LEPERA STATE OF FLORIDA 93105

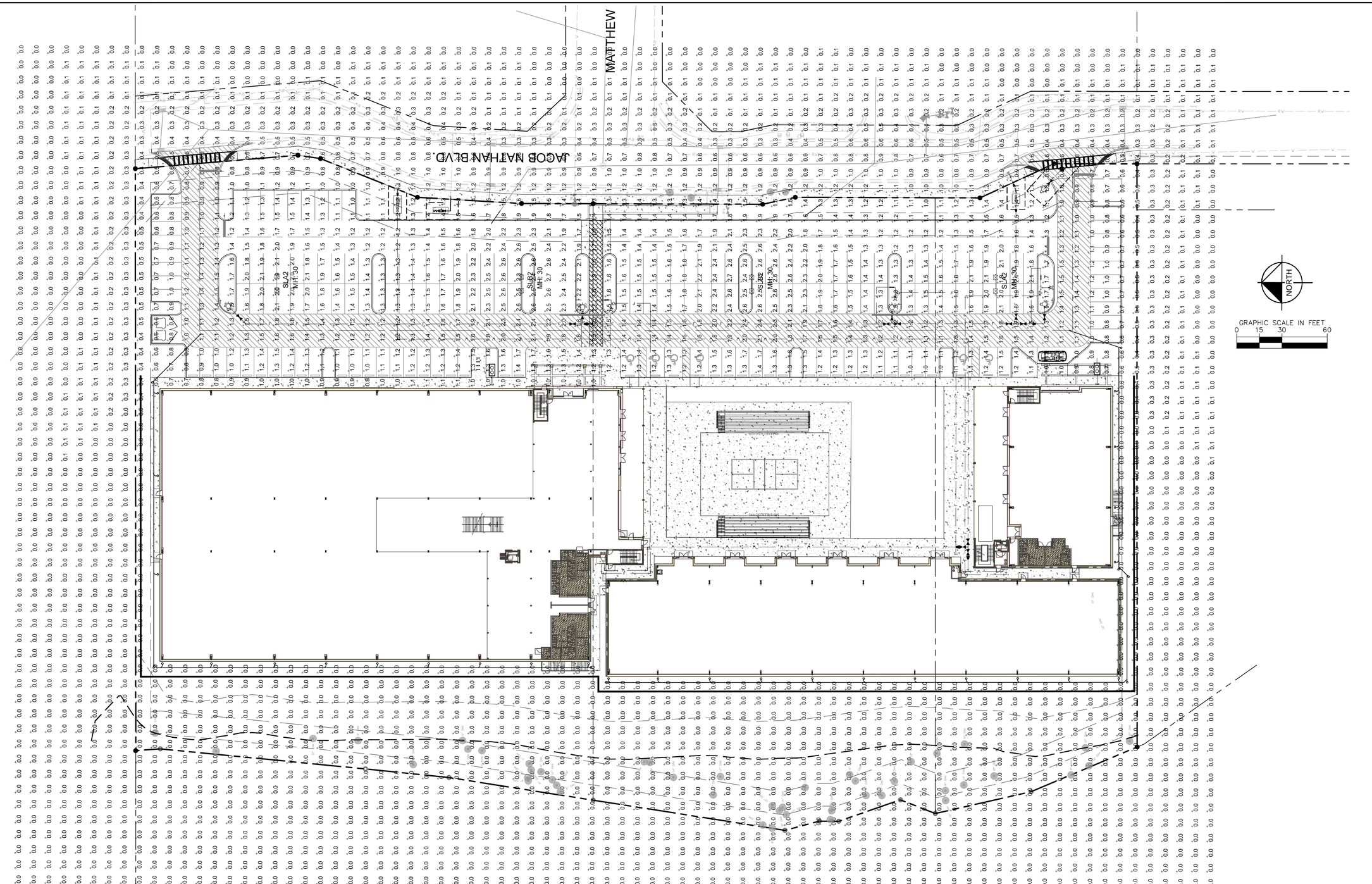
KHA PROJECT	249503000
DATE	07/17/2026
SCALE	AS SHOWN
DESIGNED BY	JDW
DRAWN BY	JDW
CHECKED BY	CCL

FIRE TRUCK ROUTING PLAN

OCOEE PICKLEBALL

CITY OF OCOEE

SHEET NUMBER
C8.0



Landreth Lighting Luminaire Schedule									
Symbol	[MANUFAC]	Qty	Label	Arrangement	Description	LLF	Lum. Watts	Lum. Lumens	BUG Rating
	Lithonia Lighting	2	SLA2	Back-Back	DSX0 LED P7 40K 70CRI T5W MVOLT RPA NLTAIR2 PIRH FINISH TBD; MOUNTED @ 30' AFG ON A ROUND TAPERED DIRECT BURY ALUMINUM POLE	1.000	170.81	21557	B5-U0-G3
	Lithonia Lighting	2	SLB2	Back-Back	DSX0 LED P7 40K 70CRI T5M MVOLT RPA NLTAIR2 PIRH FINISH TBD; MOUNTED @ 30' AFG ON A ROUND TAPERED DIRECT BURY ALUMINUM POLE	1.000	170.81	21214	B5-U0-G3

Landreth Lighting Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Property Boundary	Illuminance	Fc	0.1	0.5	0.0	N.A.	N.A.
Parking Lot	Illuminance	Fc	1.5	2.7	0.6	2.6	4.5

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PHONE: (407) 898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

No.	REVISIONS	DATE	BY

LICENSED PROFESSIONAL ENGINEER
CHRISTOPHER J. LEPPERT
No. 90200
STATE OF FLORIDA
PROFESSIONAL ENGINEER
DATE: 02/07/2025

KHA PROJECT 249503000
DATE 02/07/2025
SCALE AS SHOWN
DESIGNED BY ###
DRAWN BY ###
CHECKED BY ###

LIGHTING PLAN

OCOEE PICKLEBALL

CITY OF OCOEE FLORIDA

SHEET NUMBER
C9.0

Plotted By:Chebrial, Michael Sheet Set:Ocoee Pickleball Construction Plans Layout:C9.0 LIGHTING PLAN July 22, 2026 12:26:08pm K:\orl_civil\249503000-ocoee pickleball complex\CADD\CONSTsheets\C9.0-C9.1-LIGHTING.dwg
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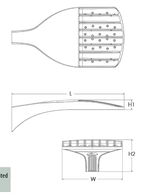
D-Series Size 0
LED Area Luminaire

Specifications

EPA:	0.44 ft² (0.04 m²)
Length:	26.18" (66.5 cm)
Width:	14.06" (35.7 cm)
Height H1:	2.26" (5.7 cm)
Height H2:	7.46" (18.9 cm)
Weight:	23 lbs (10.4 kg)



Design Select options indicated by this color background.

Catalog Number

Notes:

Type

Fill the fields and/or mouse over the page to see all interactive elements.

Introduction

The modern styling of the D-Series features a highly refined aesthetic that blends seamlessly with its environment. The D-Series offers the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

The photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. D-Series outstanding photometry aids in reducing the number of poles required in area lighting applications, with typical energy savings of 70% and expected service life of over 100,000 hours.

design select

Items marked by a shaded background qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit www.acuitybrands.com/designselect. *See ordering tree for details

Ordering Information

EXAMPLE: DSX0 LED P6 40K 70CRI T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX0 LED

Series	LEDs	Color temperature[2]	Color Rendering Index[3]	Distribution	Voltage	Mounting
DSX0 LED	**Forward optics** P1 P5 P2 P6 P3 P7 P4 **Rotated optics** P10[1] P12[1] P11[1] P13[1]	(this section 70CRI only) 30K 3000K 40K 4000K 50K 5000K (this section 80CRI only, extended lead times apply) 27K 2700K 30K 3000K 35K 3500K 40K 4000K 50K 5000K	70CRI 70CRI 70CRI 80CRI 80CRI 80CRI 80CRI 80CRI	AFR Automotive front row T1S Type I short T2M Type II medium T3M Type III medium T3LG Type III low glare[2] T4M Type IV medium T4LG Type IV low glare[2] TFTM Forward throw medium T5M Type V medium T5LG Type V low glare T5W Type V wide BLC3 Type III backlight control[2] BLC4 Type IV backlight control[2] LCCO Left corner cutoff[2] RCCO Right corner cutoff[2]	MVOLT (120V-277V)[4] HVOLT (347V-480V)[5,6] XVOLT (277V-480V)[7,8] 120[9,24] 208[9,24] 240[9,24] 277[9,24] 347[9,24] 480[9,24]	**Shipped included** SPA Square pole mounting (4@ drilling, 3.5" min. SQ pole) SPA5 Square pole mounting (@5 drilling, 3" min. SQ pole)[2] RPA5 Round pole mounting (@5 drilling, 3" min. RND pole)[2] SPABN Square narrow pole mounting (@3 drilling, 3" min. SQ pole) WBA Wall bracket[10] MA Mast arm adapter (mounts on 2 3/8" OD horizontal tenon)

Control options	Other options	Finish (required)
Shipped installed NLTAIR2 PIRHN nLight AIR gen 2 enabled with bi-level motion / ambient sensor, 8-40' mounting height, ambient sensor enabled at 2fc.[11,12,13,30] PIR High/low, motion/ambient sensor, 8-40' mounting height, ambient sensor enabled at 2fc.[11,13,30] PER NEMA twist-lock receptacle only (controls ordered separately)[14] PERS Five-pin receptacle only (controls ordered separately)[14,15] PER7 Seven-pin receptacle only (controls ordered separately)[14,16] FAO Field adjustable output[17,18] BL30 Bi-level switched dimming, 30%[14,19] BL50 Bi-level switched dimming, 50%[14,19] DMG 0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately)[17]	**Shipped installed** HS Houseside shield (black finish standard)[20] L90 Left rotated optics[1] R90 Right rotated optics[1] CCE Coastal Construction[21] HA 50°C ambient operation[22] BAA Buy America(n) Act and/or Build America Buy America Qualified SF Single fuse (120, 277, 347V)[24] DF Double fuse (208, 240, 480V)[24] **Shipped separately** EGSR External Glare Shield (reversible, field install required, matches housing finish) BSDB Bird Spikes (field install required)	DDBXD Dark Bronze DBLXD Black DNAXD Natural Aluminum DWHXD White DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white

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Ordering Information

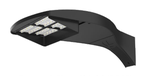
Accessories

Ordered and shipped separately.

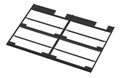
DLL127F 1.5 JU	Photocell - SSL twist-lock (120-277V)[24]
DLL347F 1.5 CUL JU	Photocell - SSL twist-lock (347V)[24]
DLL480F 1.5 CUL JU	Photocell - SSL twist-lock (480V)[24]
DSHORT SBK	Shorting cap[24]
DSXHS PH	House-side shield (ontor package number P1-7, P10-13 in place of H)
DSXRPA (FINISH)	Round pole adapter (4 drilling, specify finish)
DSXSPA5 (FINISH)	Round pole adapter (@5 drilling (specify finish)
DSXSPA5 (FINISH)	Square pole adapter (@5 drilling (specify finish)
DSXBSGR (FINISH)	External glare shield (specify finish)
DSXBBSDB (FINISH)	Bird spike deterrent bracket (specify finish)

NOTES
1 Rotated optics available with packages P10, P11, P12 and P13. Must be combined with option L90 or R90.
2 30K, 40K, and 50K available in 70CRI and 80CRI. 27K and 35K only available with 80CRI. Contact Technical Support for other possible combinations.
3 T3LG, T4LG, BLC3, BLC4, LCCO, RCCO not available with option HS.
4 MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
5 HVOLT driver operates on any line voltage between 347-480V (50/60 Hz).
6 HVOLT operates with any voltage between 347V and 480V when ordered with option NLTAIR2 PIRHN or option PIR.
7 XVOLT operates with any voltage between 277V and 480V (50/60 Hz).
8 XVOLT not available in packages P1, P2 or P10. XVOLT not available with fusing (SF or DF).
9 SPA5 and RPA5 for use with #5 drilling only (Not for use with #8 drilling).
10 WBA cannot be combined with Type 5 distributions plus photocell (PER).
11 PIR and PIRHN not available with BL30 or BL50 when ordered with nLight Air 2.
12 NLTAIR2 PIRHN not available with other sensor options in table (PIR, PER, PERS, PER7, FAO, BL30, BL50 and DMG). NLTAIR2 PIRHN not available with P1, P2 and P10 using HVOLT. NLTAIR2 PIRHN not available with P1, P2 and P10 using XVOLT. NLTAIR2 PIRHN not available with P1 using MVOLT.
13 PIR not available with NLTAIR2, PER, PERS, PER7, FAO BL30, BL50 and DMG. PIR not available with P1, P2 and P10 using HVOLT. PIR not available with P1, P2 and P10 using XVOLT. PIR not available with P1 using MVOLT.
14 PER/PERS/PER7 not available with NLTAIR2, PIR, BL30, BL50. Photocell ordered and shipped as a separate line item from Acuity Brands Controls. See Ordering Information. Cap included.
15 PERS not available with dimming control options NLTAIR2 PIRHN, PIR, PERS, PER7, BL30, BL50, or DMG.
16 BL30 and BL50 are not available with NLTAIR2 PIRHN, PIR, PER, PERS, PER7, FAO and DMG. BL30 or BL50 must specify 120 or 277V.
17 DMG not available with NLTAIR2 PIRHN, PIR, PER, PERS, PER7, BL30, BL50 and FAO.
18 Reference Motion Sensor Default Settings table on page 4 to see functionality.
19 Reference Controls Options table on page 4.
20 Not available with distributions T1S, T2M, T3LG, BLC4, LCCO and RCCO distribution. Also available as a separate accessory; see Accessories information.
21 CCE option not available with Option R5 and EGSR. Contact Technical Support for availability.
22 Option HA not available with performance packages P6, P7, P12 and P13.
23 Requires luminaire to be specified with PER, PERS or PER7 option. See Controls Table on page 4.
24 Single fuse (SF) requires 120V, 277V, or 347V. Double fuse (DF) requires 208V, 240V or 480V. XVOLT not available with fusing (SF or DF).

Shield Accessories



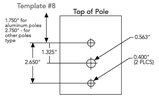
External Glare Shield (EGSR)



House Side Shield (HS)

Drilling

HANDHOLE ORIENTATION
(from top of pole)



Tenon Mounting Slipfitter

Tenon O.D.	Mounting	Single Unit	2 @ 180	2 @ 90	3 @ 90	3 @ 120	4 @ 90
2-3/8"	RPA	AS3-5 190	AS3-5 280	AS3-5 290	AS3-5 390	AS3-5 320	AS3-5 490
2-7/8"	RPA	AST25-190	AST25-280	AST25-290	AST25-390	AST25-320	AST25-490
4"	RPA	AST35-190	AST35-280	AST35-290	AST35-390	AST35-320	AST35-490

Mounting Option	Drilling Template	Single	2 @ 180	2 @ 90	3 @ 90	3 @ 120	4 @ 90
Head Location		Side B	Side B & D	Side B & C	Side B, C & D	Round Pole Only	Side A, B, C & D
Drill Nomenclature	#8	DM19AS	DM28AS	DM29AS	DM39AS	DM32AS	DM49AS
		Maximum Acceptable Outside Pole Dimension					
SPA	#8	3.5"	3.5"	3.5"	3.5"		3.5"
RPA	#8	3"	3"	3"	3"	3"	3"
SPA5	#5	3"	3"	3"	3"		3"
RPA5	#5	3"	3"	3"	3"	3"	3"
SPABN	#8	3"	3"	3"	3"		3"

DSX0 Area Luminaire - EPA

*Includes luminaire and integral mounting arm. Other tenons, arms, brackets or other accessories are not included in this EPA data.

Fixture Quantity & Mounting Configuration	Single DM19	2 @ 180 DM28	2 @ 90 DM29	3 @ 90 DM39	3 @ 120 DM32	4 @ 90 DM49
Mounting Type						
DSX0 with SPA	0.44	0.88	0.96	1.18	---	1.76
DSX0 with SPA5, SPABN	0.51	1.02	1.06	1.26	---	1.29
DSX0 with RPA, RPA5	0.51	1.02	1.06	1.26	1.24	1.29
DSX0 with MA	0.64	1.28	1.24	1.67	1.70	1.93

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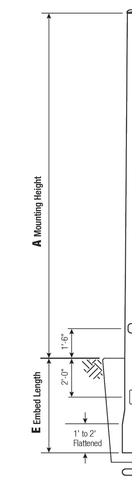
RTA — Round Tapered Aluminum Pole — No Arm — Direct Buried



Finish
01 = Satin Aluminum
BA = Black Powder Coat
BH = White Powder Coat
BM = Dark Bronze Powder Coat
BV = Dark Green Powder Coat
GC = Gray Powder Coat
★★ = Specify Finish

B Wall Thickness
Tapered Aluminum Tube
Alloy 6063-T6

WARNING:
Do not install light pole without luminaire.

Satin Aluminum or Powder Coated Finish per Customer Specification.

A Mtg. Hgt.	B Wall Thickness	C Butt Diameter	Total Lbs. Weight	Maximum EPA 90	100	110	120	130	Old Cat. Number	Catalog Number
30	0.188"	7	100	13.8	10.2	9.2	7.4	6.0	50-125	RTA30D7BE-**

C Butt Dia.	D Top Dia.	E Embed
7	4.5	5'

C and D Dimensions in Inches

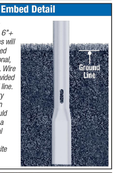
Customer Name:	
Project:	Location:
Notes:	Quantity:

RTA30D7BE - [ ]
CATALOG NUMBER — FINISH

Pole
The pole shaft will be constructed of seamless extruded tube of 6063 Aluminum Alloy per the requirements of ASTM B221. The shaft assembly shall be full-length heat treated to produce a T6 temper.

Handhole
Reinforced, 4" x 6" curved Cast Aluminum Frame (Alloy 356-T6) with Aluminum Door and two (2) SS Hex Head Screws. Reinforced Frame will contain a tapped 3/8"-16NC Grounding Provision.

Embed Detail
Direct Buried Pole bottom section on 6"+ butt diameter poles will be partially flattened into an anti-rotational, oval cross section. Wire access will be provided 24" below ground line. Soil conditions vary by site. Foundation requirements should be determined by a qualified Structural Engineer with knowledge of jobsite soil conditions.



Vibration Damper
When determined necessary by Hapco, a Vibration Damper will be factory-installed inside the pole shaft. Customer specification of the damper is available.

Mounting Designation
***Side Drill Mount** - For Side Drill Mount applications specify luminaire type, quantity and orientation. A luminaire drilling template must be supplied at time of order.*

Tenon Mount - Welded or Spun
For Tenon Mount applications specify both Tenon diameter (2.375", 2.875", 3.5", etc.) and length (5", 4", etc.). Tenon style is factory option. Welded Tenon can be specified.

EPA Notes: *Effective Projected Area (EPA) in square feet. EPA's calculated using wind velocity (mph) indicated in accordance with 2009 AASHTO LTS-5 using a 25 year design life. Maximum EPA is based on the luminaire weight shown. Increased luminaire weight may reduce the maximum EPA. If weight is exceeded, or if other design life or code is required, please consult the factory.*

hapco
26252 Hillman Highway
Abingdon, VA 24210
800.368.7171
www.hapco.com

Kimley»Horn
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200 S. ORANGE AVENUE, SUITE 600, ORLANDO, FL
PHONE: (407) 898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35105

No.	REVISIONS	DATE	BY

CHRISTOPHER LEPPERT, P.E.
LICENSED PROFESSIONAL ENGINEER
STATE OF FLORIDA
PROFESSIONAL ENGINEER
DATE: 02/07/2025

KHA PROJECT 249503000
DATE 02/07/2025
SCALE AS SHOWN
DESIGNED BY ###
DRAWN BY ###
CHECKED BY ###

LIGHTING DETAILS

OCOEE PICKLEBALL
CITY OF OCOEE
FLORIDA

SHEET NUMBER
C9.1

Plotted By:Ghobrial, Michael Sheet Set:Ocoee Pickleball Construction Plans Layout:C9.1 LIGHTING DETAILS July 22, 2026, 12:26:10pm K:\prf_civil\249503000-ocoee pickleball complex\CAD\CONST\plansheets\C9.0-C9.1-LIGHTING.dwg
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Plotted By:DeStefano, Ana Sheet Set:Ocoee Pickleball Construction Plans Layout:L1.00 July 20, 2026 01:58:28pm K:\ORL_Civil\249503000-Ocoee Pickleball Complex\CADD\CONSTR\ProjSheet\L1.00 LANDSCAPE PLAN.dwg
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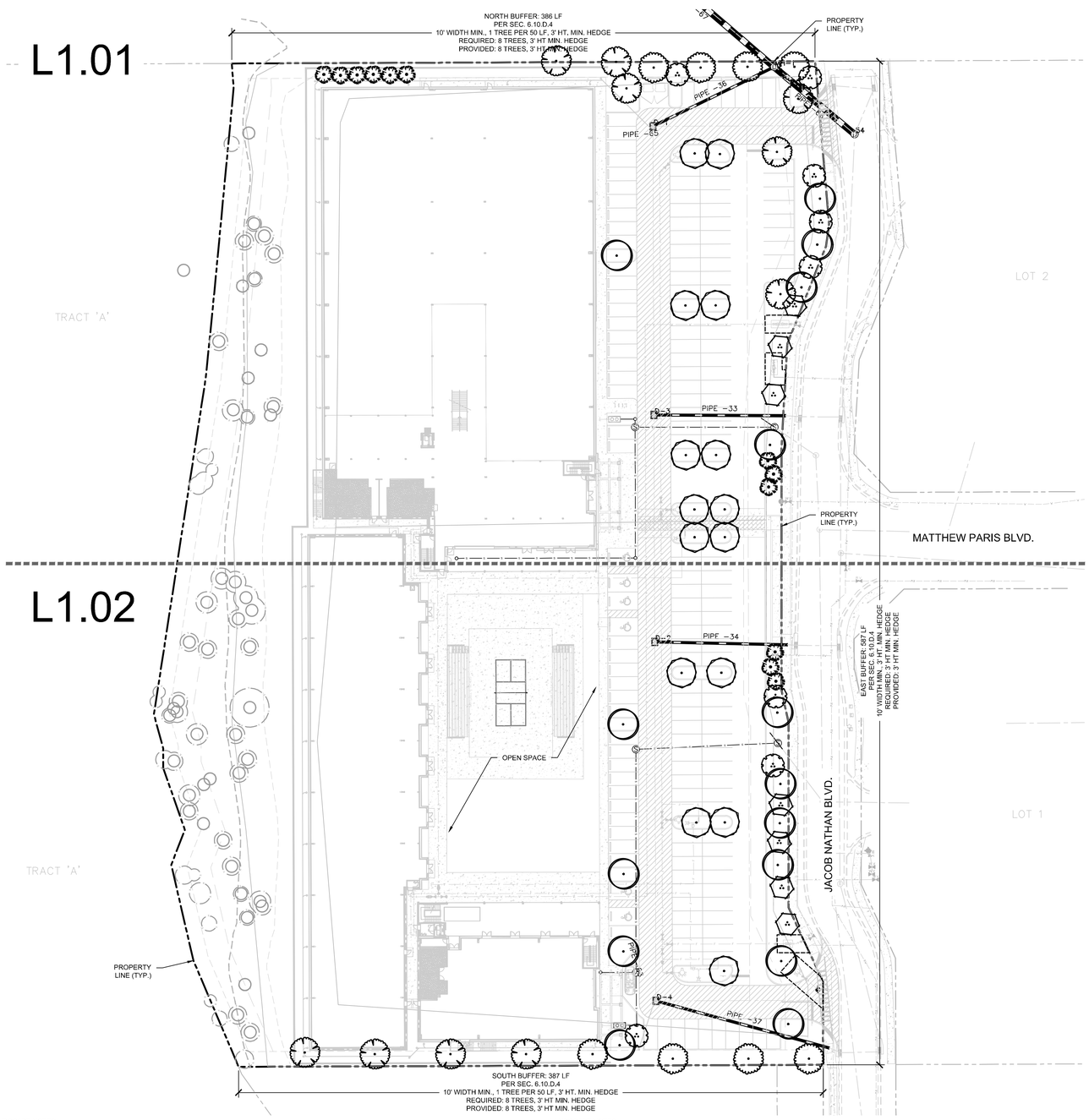
L1.01

L1.02

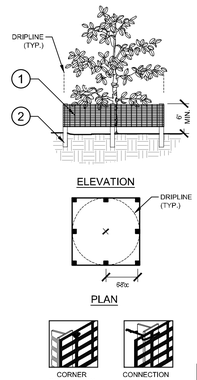


PLANT SCHEDULE

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE
CANOPY TREE							
	AA	15	AUTUMN FLAME RED MAPLE STRAIGHT, SINGLE LEADER, FL #1	ACER RUBRUM 'AUTUMN FLAME'	FG	3" CAL MIN	12' HT., 4' SPR.
	MB	10	BRACKEN'S BEAUTY SOUTHERN MAGNOLIA STRAIGHT, SINGLE LEADER, FL #1	MAGNOLIA GRANDIFLORA 'BRACKENS BROWN BEAUTY'	FG	3" CAL MIN	12' HT., 4' SPR.
	QV	8	SOUTHERN LIVE OAK STRAIGHT, SINGLE LEADER, FL #1	QUERCUS VIRGINIANA	FG	3" CAL MIN	12' HT., 4' SPR.
	UA	15	WINGED ELM STRAIGHT, SINGLE LEADER, FL #1	ULMUS ALATA	FG	3" CAL MIN	12' HT., 4' SPR.
UNDERSTORY TREES							
	IC	7	DAHOON HOLLY STRAIGHT, SINGLE LEADER, FL #1	ILEX CASSINE	FG	2.5" CAL MIN	8` HT., 4` SPR.
	MC	7	WAX MYRTLE MULTI-LEADER, 3-TRUNK MIN, FL #1	MYRICA CERIFERA	FG	2.5" CAL MIN	8` HT., 4` SPR.
	SS	12	CABBAGE PALMETTO STRAIGHT, SLICK HURRICANE CUT, FL #1	SABAL PALMETTO	FG	-	12` CT

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	SIZE	SPACING
SHRUBS							
	CA	117	AMERICAN BEAUTYBERRY FULL	CALLICARPA AMERICANA	5 GAL	30" HT	30" OC
	IN	255	DWARF YAUPON HOLLY FULL	ILEX VOMITORIA 'NANA'	7 GAL	36" HT	36" OC
	IP	102	FLORIDA ANISE FULL	ILLICIUM FLORIDANUM	5 GAL	30" HT	30" OC
	VO	210	WALTER'S VIBURNUM FULL	VIBURNUM OBOVATUM	7 GAL	36" HT	36" OC
SHRUB AREAS							
	MC2	19	PINK MUHLY GRASS FULL	MUHLENBERGIA CAPILLARIS	3 GAL	24" HT	30" OC
GROUND COVERS							
	AT	719	BUTTERFLY MILKWEED FULL	ASCLEPIAS TUBEROSA	1 GAL	12" HT.	12" OC
	DV	261	AFRICAN IRIS FULL	DIETES VEGETA	1 GAL	18" FULL	18" OC
	GA	68	BLANKET FLOWER	GAILLARDIA ARISTATA	3 GAL	24" HT.	24" OC
	LM	246	LILYTURF FULL	LIRIOPE MUSCARI	1 GAL	12" HT.	24" OC
	RH	117	BLACK-EYED SUSAN FULL	RUDBECKIA HIRTA	3 GAL	24" HT.	24" OC
	TA	325	ASIATIC JASMINE FULL	TRACHELOSPERMUM ASIATICUM	1 GAL	12" HT.	18" OC
	ZF	24	FLORIDA COONTIE FULL	ZAMIA FLORIDANA	3 GAL	24" HT.	24" OC
SOD							
	PN	13,474 SF	BAHIAGRASS ROLLED TIGHT, 100% INSECT / WEED / DISEASE / DEBRIS FREE	PASPALUM NOTATUM	SOD	-	-

MISC.	QTY	BOTANICAL/COMMON NAME	SPECIFICATIONS
MULCH	TBD	DESIGNER BROWN HARDWOOD MULCH	3" DEPTH MINIMUM, SHREDDED, FREE OF WEEDS/INVASIVE PLANT MATERIAL



1. 6'H "PERIMETER PLUS" CONSTRUCTION FENCE BY CONWED PLASTICS OR OWNER'S REPRESENTATIVE APPROVED EQUAL. SUBMIT PRODUCT INFORMATION FOR APPROVAL PRIOR TO INSTALLATION.
2. 8' TALL METAL "T" POSTS OR 2" x 2" X 8' PRESSURE TREATED WOOD POSTS WITH 24" BURIAL BELOW GRADE.

INSTALLATION NOTES:

A. POST SELECTION SHOULD BE BASED ON EXPECTED STRENGTH NEEDS AND THE LENGTH OF TIME FENCE WILL BE IN PLACE. FLEXIBLE FIBERGLASS ROD POSTS ARE RECOMMENDED FOR PARKS, ATHLETIC EVENTS AND CROWD CONTROL INSTALLATIONS. METAL "T" POSTS OR TREATED WOOD POSTS ARE TYPICALLY USED FOR CONSTRUCTION AND OTHER APPLICATIONS.

B. POSTS SHOULD BE DRIVEN INTO THE GROUND TO A DEPTH OF 1/3 OF THE HEIGHT OF THE POST. FOR EXAMPLE, A 6' POST SHOULD BE SET AT LEAST 2' INTO THE GROUND.

C. SPACE POSTS EVERY 6' (MIN.) TO 8' (MAX.).

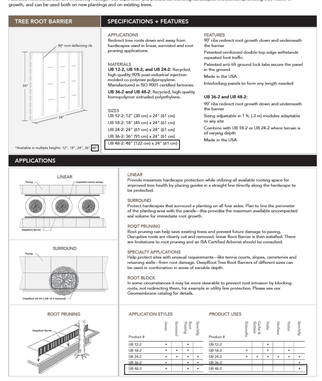
D. SECURE FENCING TO POST WITH NYLON CABLE TIES (AVAILABLE FROM CONWED PLASTICS). WOOD STRIPS MAY BE ALSO BE USED TO PROVIDE ADDITIONAL SUPPORT AND PROTECTION BETWEEN TIES AND POSTS.

NOTE: IF WIRE TIES ARE USED, AVOID DIRECT CONTACT WITH FENCE. WIRE MAY DAMAGE FENCE COVER TIME.

2 L1.00 TREE PROTECTION FENCING
ELEVATION / PLAN NTS

TREE ROOT BARRIERS

Patented mechanical barriers effectively manage root expansion and protect surrounding hardscapes without compromising tree health or growth, and can be used both on new plantings and on existing trees.



3 L1.00 ROOT BARRIER DETAIL - 48" DEPTH (MIN)
ELEVATION / PLAN NTS

LANDSCAPE CALCULATIONS

PER "CITY OF OCOEE" LAND DEVELOPMENT CODE

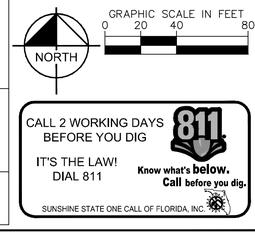
	REQUIRED	PROVIDED
LANDSCAPE BUFFER ADJACENT TO PUBLIC R-O-W 10' MIN. WIDTH, MIN. 3' HEIGHT HEDGE ADJACENT TO OTHER PROPERTIES 10' MIN. WIDTH, MIN. 3' HEIGHT HEDGE, 1 TREE PER 50 LF *SECTION 06.10.D.3*	**EAST BUFFER: 587 LF** 10' MIN. WIDTH, MIN. 3' HEIGHT HEDGE **NORTH BUFFER: 387 LF** 10' MIN. WIDTH, 8 TREES, 3' MIN. HEDGE **SOUTH BUFFER: 387 LF** 10' MIN. WIDTH, 8 TREES, 3' MIN. HEDGE	**EAST BUFFER: 587 LF** 10' MIN. WIDTH, MIN. 3' HEIGHT HEDGE, **NORTH BUFFER: 387 LF** 10' MIN. WIDTH, 8 TREES, 3' MIN. HEDGE **SOUTH BUFFER: 387 LF** 10' MIN. WIDTH, 8 TREES, 3' MIN. HEDGE
NATIVE PLANT CALCULATIONS 40% OF TOTAL NUMBER OF INDIVIDUAL PLANTS FROM EACH CATEGORY TO BE SELECTED FROM LIST OF NATIVE SPECIES *SECTION 06.10.G.1*	TREES: 74 TOTAL 74 X 40% = 30 REQUIRED SHRUBS: 703 TOTAL 703 X 40% = 282 REQUIRED GROUNDCOVERS: 2,071 TOTAL 2,071 X 40% = 828 REQUIRED	TREES: 74 NATIVE TOTAL (100%) SHRUBS: 703 NATIVE TOTAL (100%) GROUNDCOVERS: 2,071 NATIVE TOTAL (51%)
VUA LANDSCAPE 1 SHADE TREE PER ISLAND 5 SHRUBS PER ISLAND *SECTION 06.10.D.1 06.10.D.6*	24 LANDSCAPE ISLANDS X 1 TREE = 23 TREES REQUIRED 5 SHRUBS X 23 ISLANDS = 115 SHRUBS REQUIRED	25 ISLAND TREES +115 SHRUBS

LANDSCAPE NOTES:

1. ALL LANDSCAPE MATERIAL TO BE FLORIDA GRADE #1 OR BETTER QUALITY
2. ALL LANDSCAPED AREAS ARE TO RECEIVE A MINIMUM OF 4" OF TOPSOIL.
3. ALL PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, AND FREE OF PESTS AND DISEASE,
4. ALL MATERIALS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION.
5. ALL TREES MUST BE GUYED OR STAKED AS SHOWN IN THE DETAILS.
6. ALL PLANTING AREAS SHALL BE COMPLETELY MULCHED AS SPECIFIED.
7. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR 1) TO VERIFY THE LOCATIONS OF UTILITY LINES ADJACENT TO THE WORK AREA 2) TO PROTECT ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD 3) TO REPAIR ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE CONSTRUCTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERY SCHEDULE AND PROTECTION BETWEEN DELIVERY AND PLANTING TO MAINTAIN HEALTHY PLANT CONDITIONS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FULLY MAINTAINING (INCLUDING BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZING, ETC.) ALL OF THE PLANT MATERIALS AND LAWN FOR THE WARRANTY PERIOD.
11. ANY PLANT MATERIAL WHICH IS DISEASED, DISTRESSED, DEAD, OR REJECTED (PRIOR TO SUBSTANTIAL COMPLETION) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.

LANDSCAPE NOTES:

12. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR WARRANTY PERIOD. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS DURING THE NORMAL PLANTING SEASON.
13. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
14. ALL LANDSCAPING SHALL BE INSTALLED ACCORDING TO SOUND NURSERY PRACTICES, AND SHALL BE FLORIDA NO. 1 OR BETTER AS GIVEN IN "GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I AND II," STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE.
15. ALL INVASIVE / EXOTIC SPECIES AND PROHIBITED TREE SPECIES SHALL BE REMOVED FROM SITE, INCLUDING ROOT BALLS TO THE EXTENT POSSIBLE WITH NO DAMAGE TO ADJACENT EXISTING TREES.
16. ALL LANDSCAPE AREAS WILL BE PROVIDED WITH PERMANENT AUTOMATIC IRRIGATION SYSTEM.
17. TREE SUPPORT MATERIALS ARE TO BE REMOVED FROM EACH TREE ONCE IT IS "ESTABLISHED" (AS APPROVED BY THE LANDSCAPE ARCHITECT).
18. ALL PLANT SPECIFICATIONS IN THE PLANT SCHEDULE SHALL BE CONSIDERED THE MINIMUM ALLOWABLE SPECIFICATIONS. CONTRACTOR SHALL PROCURE PLANT MATERIALS AND UPSIZE AS NECESSARY TO MEET THE MOST STRINGENT SPECIFICATION.
19. ALL PLANTED LANDSCAPE AREAS TO HAVE 3" DEEP DESIGNER BROWN HARDWOOD MULCH TO FULLY COVER DRIP IRRIGATION & AMENDED SOILS. REPAIR AS NEEDED DURING CONSTRUCTION. SUBMIT ALTERNATIVE MULCH SPECIFICATION FOR LANDSCAPE ARCHITECT APPROVAL.
20. ALL TREES AND LANDSCAPING SHALL BE A MINIMUM OF 10 FEET FROM EXISTING AND PROPOSED UTILITIES AND NO LANDSCAPING SHALL AFFECT THE CITY'S UTILITIES AT MATURITY.
21. TREE ROOT GUARD/BARRIER (MIN. 48") TO BE INSTALLED FOR TREES LOCATED WITHIN 10' OF PUBLIC SIDEWALKS AND UTILITIES.



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IT'S THE LAW! DIAL 811
811 Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY
3	CITY OF OCOEE COMMENTS	07/17/2026	ADS

Kimley»Horn
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200 S. ORANGE AVENUE, SUITE 600, ORLANDO, FL
PHONE: (407) 898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL
DATE: 7/20/2026

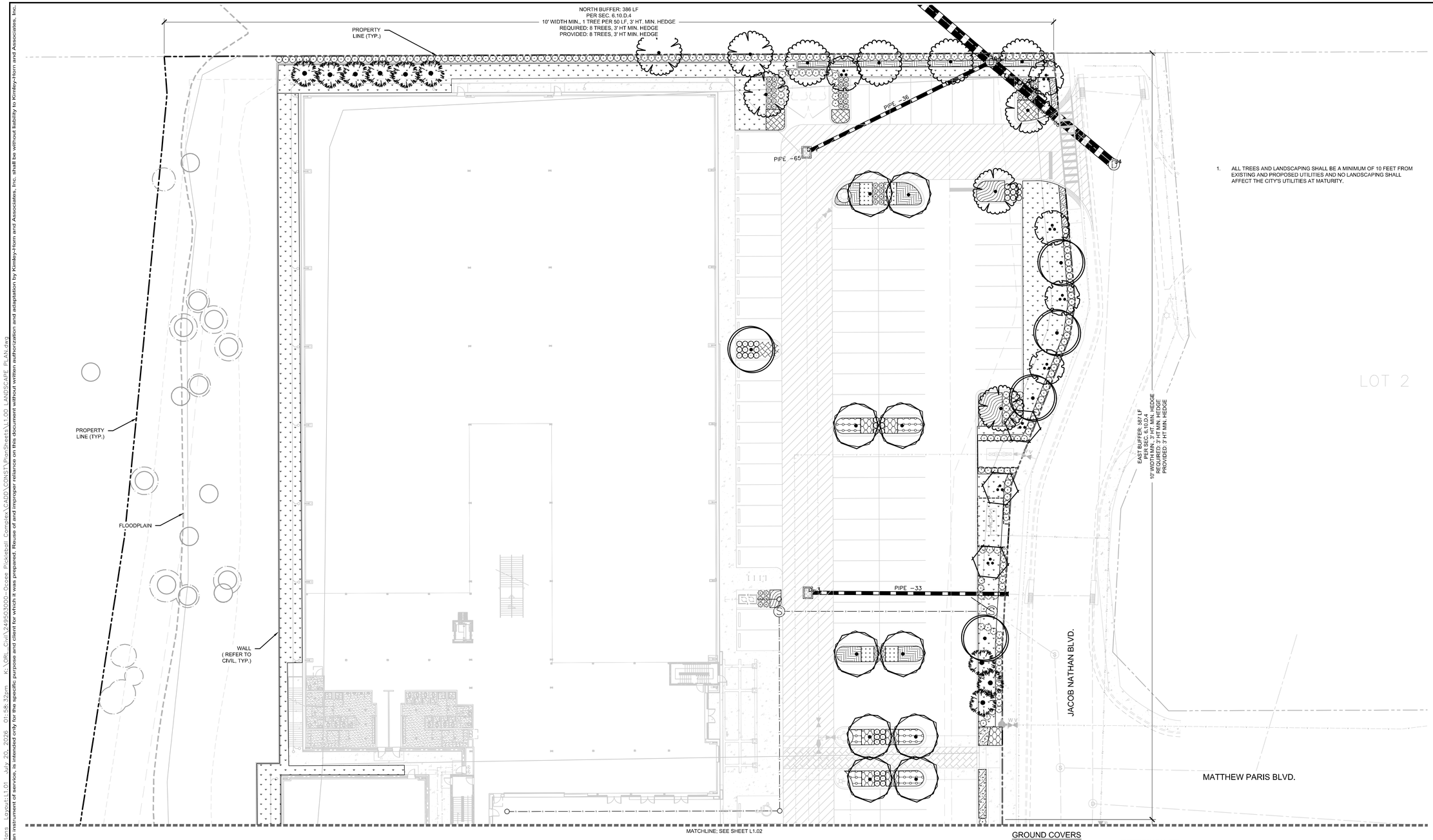
KHA PROJECT 249503000
DATE 07/17/2026
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY RYP
CHECKED BY ASIL

OVERALL LANDSCAPE PLAN

OCOEE PICKLEBALL

CITY OF OCOEE

SHEET NUMBER
L1.00



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PLANT SCHEDULE

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE
CANOPY TREE							
	AA	15	AUTUMN FLAME RED MAPLE STRAIGHT, SINGLE LEADER, FL #1	ACER RUBRUM 'AUTUMN FLAME'	FG	3" CAL MIN	12' HT., 4' SPR.
	MB	10	BRACKEN'S BEAUTY SOUTHERN MAGNOLIA STRAIGHT, SINGLE LEADER, FL #1	MAGNOLIA GRANDIFLORA 'BRACKENS BROWN BEAUTY'	FG	3" CAL MIN	12' HT., 4' SPR.
	QV	8	SOUTHERN LIVE OAK STRAIGHT, SINGLE LEADER, FL #1	QUERCUS VIRGINIANA	FG	3" CAL MIN	12' HT., 4' SPR.
	UA	15	WINGED ELM STRAIGHT, SINGLE LEADER, FL #1	ULMUS ALATA	FG	3" CAL MIN	12' HT., 4' SPR.

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE
UNDERSTORY TREES							
	IC	7	DAHOON HOLLY STRAIGHT, SINGLE LEADER, FL #1	ILEX CASSINE	FG	2.5" CAL MIN	8' HT., 4' SPR.
	MC	7	WAX MYRTLE MULTI-LEADER, 3-TRUNK MIN, FL #1	MYRICA CERIFERA	FG	2.5" CAL MIN	8' HT., 4' SPR.
	SS	12	CABBAGE PALMETTO STRAIGHT, SLICK HURRICANE CUT, FL #1	SABAL PALMETTO	FG	-	12' CT

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	SIZE	SPACING
SHRUBS							
	CA	117	AMERICAN BEAUTYBERRY FULL	CALLICARPA AMERICANA	5 GAL	30" HT	30" OC
	IN	255	DWARF YAUPON HOLLY FULL	ILEX VOMITORIA 'NANA'	7 GAL	36" HT	36" OC
	IP	102	FLORIDA ANISE FULL	ILLICIUM FLORIDANUM	5 GAL	30" HT	30" OC
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	DV	261	AFRICAN IRIS FULL	DIETES VEGETA	1 GAL	18" FULL	18" OC
	GA	68	BLANKET FLOWER	GAILLARDIA ARISTATA	3 GAL	24" HT.	24" OC
	LM	246	LILYTURF FULL	LIRIOPE MUSCARI	1 GAL	12" HT.	24" OC
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	TA	325	ASIATIC JASMINE FULL	TRACHELOSPERMUM ASIATICUM	1 GAL	12" HT.	18" OC
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SOD							
	PN	13,474 SF	BAHIAGRASS ROLLED TIGHT, 100% INSECT / WEED / DISEASE / DEBRIS FREE	PASPALUM NOTATUM	SOD	-	-

MISC.	QTY	BOTANICAL/COMMON NAME
MULCH	TBD	DESIGNER BROWN HARDWOOD MULCH

SPECIFICATIONS
3" DEPTH MINIMUM, SHREDDED, FREE OF WEEDS/INVASIVE PLANT MATERIAL

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

CALL 2 WORKING DAYS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY

Kimley»Horn
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200 S. ORANGE AVENUE, SUITE 600, ORLANDO, FL
PHONE: (407) 898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL
DATE: 7/20/2026

KHA PROJECT 249503000
DATE 07/17/2026
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY RYP
CHECKED BY ASIL

LANDSCAPE PLAN

OCOEE PICKLEBALL

CITY OF OCOEE

SHEET NUMBER
L1.01

Plotted By:DeStefano, Ana Sheet Set:Ocoee Pickleball Construction Plans Layout:L1.01 July 20, 2026 01:58:32pm K:\ORL_Civil\249503000-Ocoee Pickleball Complex\CADD\CONST\PlanSheet\L1.00 LANDSCAPE PLAN.dwg
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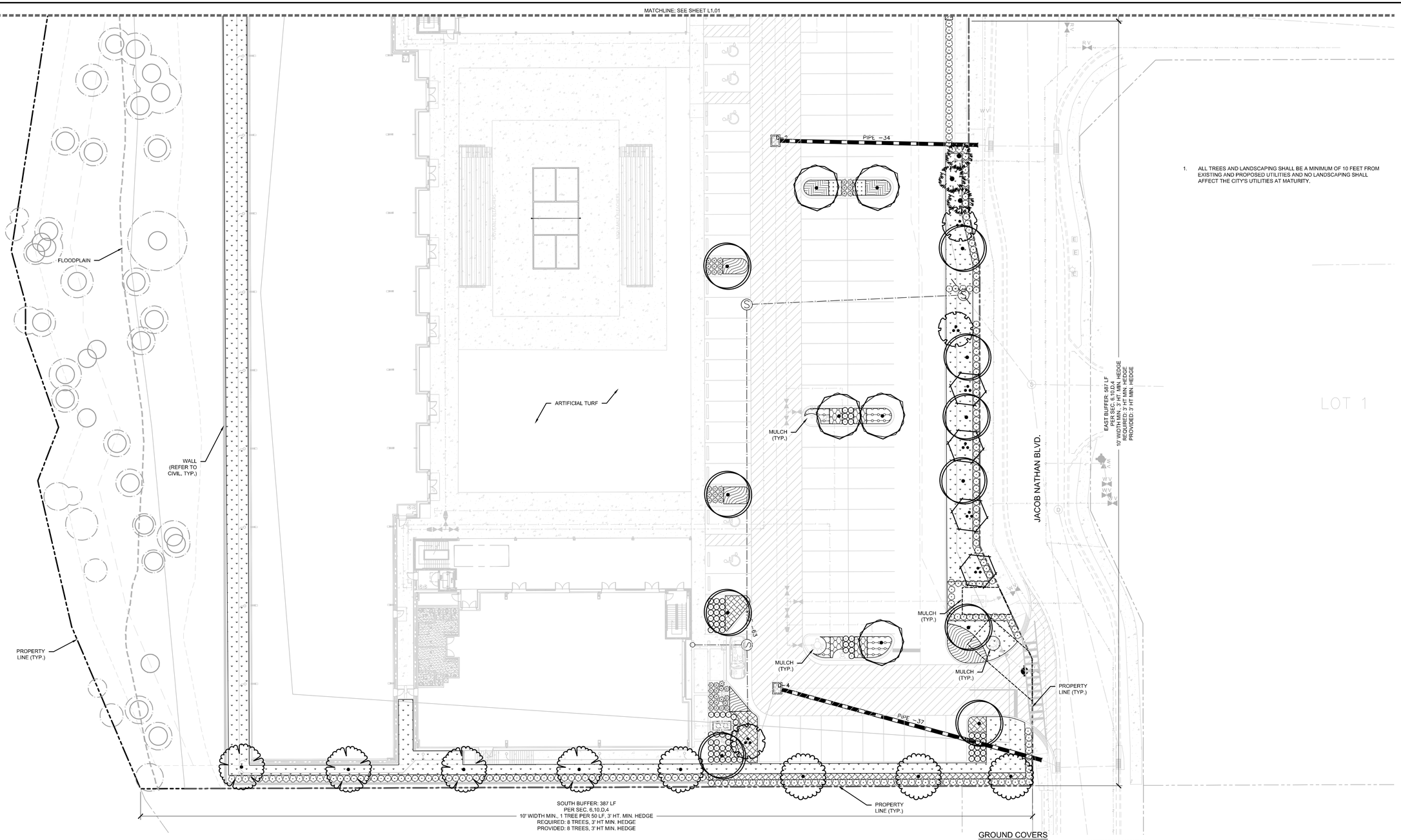

1. ALL TREES AND LANDSCAPING SHALL BE A MINIMUM OF 10 FEET FROM EXISTING AND PROPOSED UTILITIES AND NO LANDSCAPING SHALL AFFECT THE CITY'S UTILITIES AT MATURITY.

PLANT SCHEDULE

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE
CANOPY TREE							
	AA	15	AUTUMN FLAME RED MAPLE STRAIGHT, SINGLE LEADER, FL #1	ACER RUBRUM 'AUTUMN FLAME'	FG	3" CAL MIN	12' HT., 4' SPR.
	MB	10	BRACKEN'S BEAUTY SOUTHERN MAGNOLIA STRAIGHT, SINGLE LEADER, FL #1	MAGNOLIA GRANDIFLORA 'BRACKENS BROWN BEAUTY'	FG	3" CAL MIN	12' HT., 4' SPR.
	QV	8	SOUTHERN LIVE OAK STRAIGHT, SINGLE LEADER, FL #1	QUERCUS VIRGINIANA	FG	3" CAL MIN	12' HT., 4' SPR.
	UA	15	WINGED ELM STRAIGHT, SINGLE LEADER, FL #1	ULMUS ALATA	FG	3" CAL MIN	12' HT., 4' SPR.

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	SIZE	SPACING
UNDERSTORY TREES							
	IC	7	DAHOON HOLLY STRAIGHT, SINGLE LEADER, FL #1	ILEX CASSINE	FG	2.5" CAL MIN	8' HT., 4' SPR.
	MC	7	WAX MYRTLE MULTI-LEADER, 3-TRUNK MIN, FL #1	MYRICA CERIFERA	FG	2.5" CAL MIN	8' HT., 4' SPR.
	SS	12	CABBAGE PALMETTO STRAIGHT, SLICK HURRICANE CUT, FL #1	SABAL PALMETTO	FG	-	12' CT
SHRUBS							
	CA	117	AMERICAN BEAUTYBERRY FULL	CALLICARPA AMERICANA	5 GAL	30" HT	30" OC
	IN	255	DWARF YAUPON HOLLY FULL	ILEX VOMITORIA 'NANA'	7 GAL	36" HT	36" OC
	IP	102	FLORIDA ANISE FULL	ILLICIUM FLORIDANUM	5 GAL	30" HT	30" OC
	VO	210	WALTER'S VIBURNUM FULL	VIBURNUM OBOVATUM	7 GAL	36" HT	36" OC

GROUND COVERS							
	AT	719	BUTTERFLY MILKWEED FULL	ASCLEPIAS TUBEROSA	1 GAL	12" HT.	12" OC
	DV	261	AFRICAN IRIS FULL	DIETES VEGETA	1 GAL	18" FULL	18" OC
	GA	68	BLANKET FLOWER	GAILLARDIA ARISTATA	3 GAL	24" HT.	24" OC
	LM	246	LILYTURF FULL	LIRIOPE MUSCARI	1 GAL	12" HT.	24" OC
	RH	117	BLACK-EYED SUSAN FULL	RUDBECKIA HIRTA	3 GAL	24" HT.	24" OC
	TA	325	ASIATIC JASMINE FULL	TRACHELOSPERMUM ASIATICUM	1 GAL	12" HT.	18" OC
	ZF	24	FLORIDA COONTIE FULL	ZAMIA FLORIDANA	3 GAL	24" HT.	24" OC
SOD							
	PN	13,474 SF	BAHIAGRASS ROLLED TIGHT, 100% INSECT / WEED / DISEASE / DEBRIS FREE	PASPALUM NOTATUM	SOD	-	-

MISC.	QTY	BOTANICAL/COMMON NAME
MULCH	TBD	DESIGNER BROWN HARDWOOD MULCH

SPECIFICATIONS
3" DEPTH MINIMUM, SHREDDED, FREE OF WEEDS/INVASIVE PLANT MATERIAL

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

CALL 2 WORKING DAYS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2026 KIMLEY-HORN AND ASSOCIATES, INC.
200 S. ORANGE AVENUE, SUITE 600, ORLANDO, FL
PHONE: (407) 898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL

KHA PROJECT	249503000
DATE	07/17/2026
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	RYP
CHECKED BY	ASIL
DATE:	7/20/2026

LANDSCAPE PLAN

OCOEE PICKLEBALL

CITY OF OCOEE

SHEET NUMBER
L1.02

Plotted By:DeStefano Ana Sheet Set:Ocoee Pickleball Construction Plans Layout:L1.50 July 20, 2026 01:58:35pm K:\ORL_Civil\24950300-Ocoee Pickleball Construction Plans\Sheet\v1.00_LANDSCAPE PLAN.dwg
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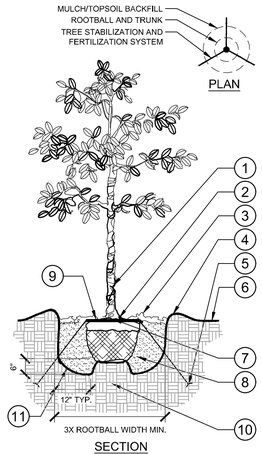


1. TRUNK/ROOT BALL TO BE CENTERED AND PLUMB/LEVEL IN PLANTING PIT.
2. 6" DIA. CLEAR OF MULCH AT TRUNK FLARE.
3. 3" MINIMUM MULCH AS SPECIFIED. WHERE TREES ARE PLACED IN SOD, MULCH RING FOR TREES SHALL BE 6' DIAMETER (MIN.) OR AS DIRECTED BY OWNER'S REPRESENTATIVE.
4. 4" HIGH BERM, FIRMLY COMPACTED.
5. TREE FROG ANCHOR SYSTEM INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
6. FINISHED GRADE. (SEE GRADING PLAN)
7. TOP OF ROOTBALL MIN. 1" ABOVE FINISHED GRADE.
8. PREPARED PLANTING SOIL AS SPECIFIED.
9. TOP OF ROOTBALL SHALL BE 1" ABOVE FINISHED GRADE. ROOTBALLS GREATER THAN 24" DIAMETER SHALL BE PLACED ON MOUND OF UNDISTURBED SOIL TO PREVENT SETTLING. ROOTBALLS SMALLER THAN 24" IN DIAMETER MAY SIT ON COMPACTED EARTH.
10. UNDISTURBED NATIVE SOIL.
11. SCARIFY BOTTOM AND SIDES OF PLANTING PIT.

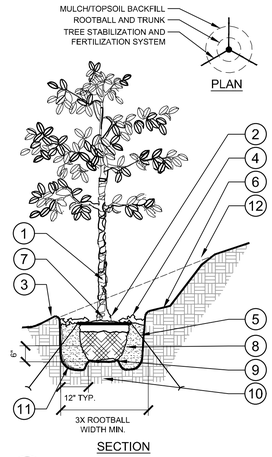
NOTES:

A. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.

B. REMOVE BURLAP, WIRE AND STRAPS (ANYTHING THAT COULD GIRDLE TREE OR RESTRICT ROOT GROWTH) ON UPPER 1/3 OF ROOTBALL.

C. PRUNE ALL TREES IN ACCORDANCE WITH ANSI A-300.

1 L1.50 TREE PLANTING
SECTION / PLAN — NTS



1. TRUNK/ROOT BALL TO BE CENTERED AND PLUMB/LEVEL IN PLANTING PIT.
2. 6" DIA. CLEAR OF MULCH AT TRUNK FLARE.
3. 3. 4" HIGH BERM, FIRMLY COMPACTED.
4. 3" MINIMUM OF HARDWOOD BARK MULCH AS SPECIFIED. WHERE TREES ARE PLACED IN SOD, MULCH RING FOR TREES SHALL BE 6' DIAMETER (MIN.) OR AS DIRECTED BY OWNER'S REPRESENTATIVE.
5. TREE FROG ANCHOR SYSTEM INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
6. 4" MIN. OF TOPSOIL TO BRING TO FINISHED GRADE. (SEE GRADING PLAN)
7. TOP OF ROOTBALL MIN. 1" ABOVE FINISHED GRADE.
8. PREPARED PLANTING SOIL AS SPECIFIED.
9. ROOTBALLS GREATER THAN 24" DIAMETER SHALL BE PLACED ON MOUND OF UNDISTURBED SOIL TO PREVENT SETTLING, ROOTBALLS SMALLER THAN 24" IN DIAMETER MAY SIT ON COMPACTED EARTH.
10. UNDISTURBED NATIVE SOIL.
11. SCARIFY BOTTOM AND SIDES OF PLANTING PIT.
12. CUT BACK SLOPE TO PROVIDE A FLAT SURFACE FOR PLANTING.

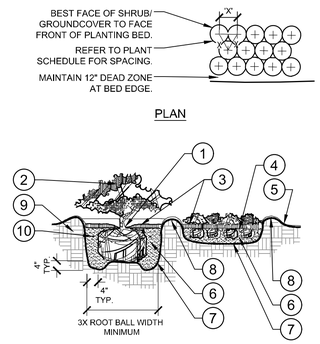
NOTES:

A. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.

B. REMOVE BURLAP, WIRE AND STRAPS (ANYTHING THAT COULD GIRDLE TREE OR RESTRICT ROOT GROWTH) ON UPPER 1/3 OF ROOTBALL.

C. PRUNE ALL TREES IN ACCORDANCE WITH ANSI A-300.

2 L1.50 TREE PLANTING ON A SLOPE
SECTION / PLAN — NTS



1. TOP OF SHRUB ROOTBALLS TO BE PLANTED 1" - 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOTBALL.
2. PRUNE ALL SHRUBS TO ACHIEVE A UNIFORM MASS/HEIGHT.
3. 3" MULCH LAYER AS SPECIFIED.
4. EXCAVATE ENTIRE BED SPECIFIED FOR GROUNDCOVER BED.
5. FINISHED GRADE (SEE GRADING PLAN).
6. PREPARED PLANTING SOIL AS SPECIFIED. (SEE LANDSCAPE NOTES) NOTE: WHEN GROUND-COVERS AND SHRUBS USED IN MASSES, ENTIRE BED TO BE AMENDED WITH PLANTING SOIL MIX AS SPECIFIED.
7. SCARIFY OF PLANTING PIT SIDES AND BOTTOM.
8. 4" HIGH BERM FIRMLY COMPACTED.
9. UNDISTURBED NATIVE SOIL.
10. FERTILIZER TABLETS (MAX 3" DEEP)

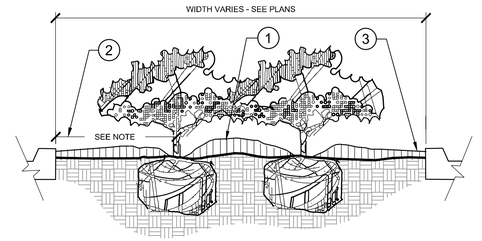
NOTES:

A. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.

B. WHEN SHRUBS ARE PRUNED IN MASSES, PRUNE ALL SHRUBS TO ACHIEVE UNIFORM MASS / HEIGHT.

C. ALL SHRUBS AND GROUNDCOVERS SHALL BE PLUMB VERTICALLY, UNLESS OTHERWISE DIRECTED BY OWNERS REPRESENTATIVE.

3 L1.50 SHRUB/GROUNDCOVER PLANTING
SECTION / PLAN — NTS



1. CROWN ISLANDS @ 5:1 SLOPES (OR AS SPECIFIED ON THE LANDSCAPE PLANS).
2. CLEAR ZONE: 36" MIN. FROM BACK OF CURB TO CENTER OF NEAREST SHRUB. CLEAR ZONE SHALL CONTAIN 3" CONTINUOUS MULCH OR TURF, SEE PLANS.
3. 2" MIN VERTICAL CLEARANCE, TOP OF CURB TO TOP OF MULCH.

NOTES:

A. EXCAVATE A CONTINUOUS 24" DEEP PIT (FROM TOP OF CURB) FOR ENTIRE LENGTH AND WIDTH OF ISLAND & BACKFILL WITH APPROVED PLANTING MIX.

B. PROTECT AND RETAIN ALL CURBS AND BASE. COMPACTED SUBGRADE TO REMAIN FOR STRUCTURAL SUPPORT OF CURB SYSTEM (TYP).

C. ALL ISLANDS SHALL UTILIZE POOR DRAINAGE DETAIL WHEN PERCOLATION RATES ARE 2" PER HOUR OR LESS.

4 L1.50 PLANTED PARKING LOT ISLANDS/MEDIANS
SECTION — NTS

1. TOP OF SHRUB ROOTBALLS TO BE PLANTED 1" - 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOTBALL.
2. PRUNE SHRUBS AS DIRECTED BY OWNER'S REPRESENTATIVE.
3. 3" MINIMUM OF MULCH AS SPECIFIED. WHERE SHRUBS ARE PLACED IN MASSES, MULCH SHALL BE SPREAD IN A CONTINUOUS BED.
4. SOIL BERM TO HOLD WATER. TOP OF PLANTING PIT 'BERM' TO BE LEVEL ACROSS PIT. SLOPE DOWNHILL PORTION OF BERM AS REQUIRED TO MEET EXISTING GRADE. MULCH OVER EXPOSED TOPSOIL.
5. FINISHED GRADE (SEE GRADING PLAN)
6. PREPARED PLANTING SOIL AS SPECIFIED. (SEE LANDSCAPE NOTES).
7. SCARIFY SIDES AND BOTTOM OF PLANTING PIT.
8. FERTILIZER TABLETS (MAX 3" DEEP).
9. UNDISTURBED NATIVE SOIL

NOTES:

A. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.

B. WHEN SHRUBS ARE PRUNED IN MASSES, PRUNE ALL SHRUBS TO ACHIEVE UNIFORM MASS / HEIGHT.

C. ALL SHRUBS AND GROUNDCOVERS SHALL BE PLUMB VERTICALLY, UNLESS OTHERWISE DIRECTED BY OWNERS REPRESENTATIVE.

5 L1.50 SHRUB/GROUNDCOVER PLANTING ON A SLOPE
SECTION — NTS

NOTES:

1. CLEAR ZONE: 36" MIN. FROM BUILDING TO CENTER OF NEAREST SHRUB.
2. INSTALL SPECIFIED MULCH: 24" MIN. FROM BUILDING. SPECIFIED MULCH TO BE INSTALLED AT A DEPTH OF 3" (MIN.)

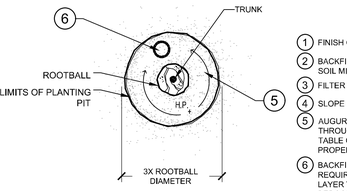
6 L1.50 PLANTINGS ADJACENT TO BUILDINGS
SECTION — NTS

1. INSTALL CONTINUOUS MULCH BED ADJACENT TO PARKING SPACES AS SHOWN. MULCH SHALL BE MIN. 3" DEEP. NO POP-UP IRRIGATION HEADS SHALL BE LOCATED WITHIN 24" OF A PARKING SPACE ON ANY SIDE.
2. CURB / PARKING LOT EDGE.

7 L1.50 PARKING SPACE/CURB PLANTING
SECTION — NTS

1. FIRE HYDRANT.
2. NO PLANT EXCEEDING 12" MATURE HEIGHT MATERIAL SHALL BE PLACED WITHIN SHOWN RADIUS OF ALL PROPOSED OR EXISTING FIRE HYDRANTS. CONTRACTOR SHALL ADJUST PLANT MATERIAL SO THAT NO CONFLICTS WITH FIRE HYDRANTS OCCUR ON SITE.
3. FRONT OF HYDRANT (TOWARD CURB)

8 L1.50 SHRUB PLANTING AT FIRE HYDRANT
SECTION / PLAN — NTS



1. FINISH GRADE (SEE GRADING PLANS).
2. BACKFILL WITH PREPARED PLANTING SOIL MIX AS SPECIFIED.
3. FILTER CLOTH, MIRAFI 500X OR BETTER.
4. SLOPE BOTTOM TO DRAIN.
5. AUGURED HOLE Ø ±18" PENETRATE THROUGH OCCLUDING LAYER TO WATER TABLE OR TO A DEPTH OF 7' TO ASSURE PROPER PERCOLATION.
6. BACKFILL WITH 1/2" - 3/4" GRAVEL TO REQUIRED DEPTH THROUGH OCCLUDING LAYER TO ASSURE PROPER PERCOLATION.
7. WATER TABLE. (DEPTH VARIES)
8. UNDISTURBED NATIVE SOIL.
9. SET ROOTBALL ON UNDISTURBED STABLE SUBSOIL SO THAT TOP OF ROOT BALL IS 1" ABOVE FINISHED GRADE.

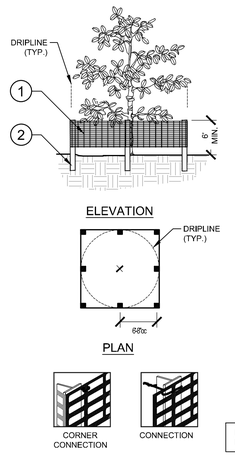
NOTES:

A. THIS DETAIL SHALL BE IMPLEMENTED WHERE PERCOLATION RATES ARE 2" PER HOUR OR LESS.

B. CONTRACTOR TO PERFORM PERCOLATION TEST AS REQUIRED. AND NOTIFY OWNER/LANDSCAPE ARCHITECT.

C. SEE TYPICAL TREE PLANTING DETAIL THIS SHEET FOR PLANT STAKING.

9 L1.50 POOR DRAINAGE CONDITION
SECTION / PLAN — NTS



1. 6'H "PERIMETER PLUS" CONSTRUCTION FENCE BY CONWED PLASTICS OR OWNER'S REPRESENTATIVE APPROVED EQUAL. SUBMIT PRODUCT INFORMATION FOR APPROVAL PRIOR TO INSTALLATION.
2. 8' TALL METAL "T" POSTS ON 2' x 2' X 8' PRESSURE TREATED WOOD POSTS WITH 24" BURIAL BELOW GRADE.

INSTALLATION NOTES:

A. POST SELECTION SHOULD BE BASED ON EXPECTED STRENGTH NEEDS AND THE LENGTH OF TIME FENCE WILL BE IN PLACE. FLEXIBLE FIBERGLASS ROD POSTS ARE RECOMMENDED FOR PARKS, ATHLETIC EVENTS AND CROWD CONTROL INSTALLATIONS. METAL "T" POSTS OR TREATED WOOD POSTS ARE TYPICALLY USED FOR CONSTRUCTION AND OTHER APPLICATIONS.

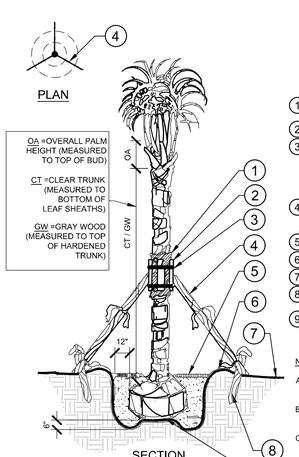
B. POSTS SHOULD BE DRIVEN INTO THE GROUND TO A DEPTH OF 1/3 OF THE HEIGHT OF THE POST. FOR EXAMPLE, A 6' POST SHOULD BE SET AT LEAST 2' INTO THE GROUND.

C. SPACE POSTS EVERY 6' (MIN.) TO 8' (MAX.).

D. SECURE FENCING TO POST WITH NYLON CABLE TIES (AVAILABLE FROM CONWED PLASTICS). WOOD STRIPS MAY BE ALSO BE USED TO PROVIDE ADDITIONAL SUPPORT AND PROTECTION BETWEEN TIES AND POSTS.

NOTE: IF WIRE TIES ARE USED, AVOID DIRECT CONTACT WITH FENCE. WIRE MAY DAMAGE FENCE OVER TIME.

10 L1.50 TREE PROTECTION FENCING
ELEVATION / PLAN — NTS



1. 5 LAYERS OF BURLAP TO PROTECT TRUNK.
2. FIVE 2" X 4" X 18" WOOD BATTENS.
3. SECURE BATTENS WITH 2- 3/4" CARBON STEEL BANDS TO HOLD BATTENS IN PLACE. NO NAILS SHALL BE DRIVEN INTO PALM. HEIGHT OF BATTENS SHALL BE LOCATED IN RELATION TO THE HEIGHT OF THE PALM FOR ADEQUATE BRACING.
4. (3) 2"X4"X8' SUPPORTS, NAIL (DRILL AN NAIL IF NECESSARY) TO BATTENS AND 2" 4" STAKES. STAIN DARK BROWN.
5. 3" SPECIFIED MULCH
6. BERM SOIL TO HOLD WATER.
7. FINISH GRADE
8. 2X4X24" (MIN) P.T. WOOD STAKES (TYP.) NAIL TO SUPPORT POLES.
9. PREPARED PLANTING SOIL AS SPECIFIED. (SEE LANDSCAPE NOTES).

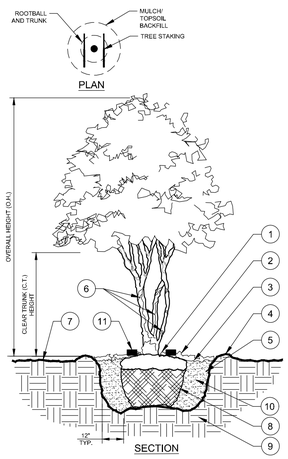
NOTES:

A. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.

B. ALL TREE STAKING IS TO BE WITHIN MULCH BED AREA OUTSIDE TREE PIT.

C. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION - REFER TO POOR DRAINAGE CONDITION DETAIL.

11 L1.50 PALM PLANTING
SECTION / PLAN — NTS



1. BASE OF TREE SHALL BE PLANTED SLIGHTLY ABOVE (1" MIN.) ADJACENT FINISH GRADE. REMOVE ALL TWINE & STRPS & CUT BURLAP FROM TOP 1/3 OF ROOT BALL. NO SYNTHETIC BURLAP WILL BE ACCEPTED.
2. 4" SHREDDED HARDWOOD MULCH OR APPROVED EQUAL.
3. DIAMETER OF TREE PIT TO BE TWICE THE DIAMETER OF ROOT BALL-ROUGHEN SIDES OF TREE PIT.
4. 3" HIGH SOIL BERM TO HOLD WATER.
5. TOPSOIL MIX BACKFILL.
6. TREE WRAP.
7. 4" MIN. OF TOPSOIL TO BRING TO FINISHED GRADE (SEE GRADING PLAN).
8. ROOT BALLS GREATER THAN 24" DIAMETER SHALL BE PLACED ON MOUND OF UNDISTURBED SOIL TO PREVENT SETTLING ROOT BALLS SMALLER THAN 24" IN DIA. MAY SIT ON COMPACTED EARTH.
9. UNDISTURBED SUBSOIL.
10. PREPARE PLANTING SOIL AS SPECIFIED.
11. **Tree Frog® RBK40pt** FOR UP TO 4" TREE CALIPER OR **Tree Frog® RBK60pt** FOR GREATER THAN 4" AND UP TO 6" TREE CALIPER. REFER TO SITEWORK SPECIFICATIONS FOR APPROVED MATERIALS AND INSTALLATION REQUIREMENTS.

NOTES:

A. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.

B. SET TREE AT ORIGINAL DEPTH, REMOVE BURLAP, WIRE AND STRAPS (ANYTHING THAT COULD GIRDLE TREE OR RESTRICT ROOT GROWTH) ON UPPER 1/3 OF ROOTBALL.

C. SEE LANDSCAPE NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.

D. PRUNE TREE AS DIRECTED BY LANDSCAPE ARCHITECT

E. ASSURE PERCOLATION OF ALL PLANTING PITS

12 L1.50 MULTI-TRUNK TREE PLANTING
SECTION/PLAN — NTS

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2026 KIMLEY-HORN AND ASSOCIATES, INC.
200 S. ORANGE AVENUE, SUITE 600, ORLANDO, FL
PHONE: (407) 898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL
DATE: 7/20/2026

KHA PROJECT	24950300
DATE	07/17/2026
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	RYP
CHECKED BY	ASIL

OCOEE PICKLEBALL LANDSCAPE DETAILS

CITY OF OCOEE

SHEET NUMBER
L1.50

GENERAL LANDSCAPE SPECIFICATIONS AND NOTES

A. SCOPE OF WORK

1. THE WORK CONSISTS OF: FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS SPECIFIED HEREIN.

2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL CONTRACT PLANTING AREAS UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER.

B. PROTECTION OF EXISTING STRUCTURES

1. ALL EXISTING BUILDINGS, WALKS, WALLS, PAVING, PIPING, OTHER SITE CONSTRUCTION ITEMS, AND PLANTING ALREADY COMPLETED OR ESTABLISHED AND DESIGNATED TO REMAIN SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER, AT NO COST TO THE OWNER.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL NECESSARY BMP DEVICES ACCORDING TO ALL REGULATORY AGENCY'S STANDARDS THROUGH THE DURATION OF ALL CONSTRUCTION ACTIVITIES.

3. THE CONTRACTOR SHALL SUBMIT A DETAILED PROJECT SPECIFIC WORK ZONE TRAFFIC CONTROL PLAN UNLESS THE WORK REQUIRES NOTHING MORE THAN A DIRECT APPLICATION OF FDOT DESIGN STANDARDS, INDEX 600. IF A DIRECT APPLICATION OF INDEX 600 IS PROPOSED, THE CONTRACTOR SHALL SUBMIT IN WRITING A STATEMENT INDICATING THE STANDARD INDEX AND PAGE NUMBER NO LESS THAN 10 BUSINESS DAYS PRIOR TO START OF CONSTRUCTION. WHEN A DIRECT APPLICATION OF FDOT STANDARD INDEX 600 IS NOT ACCEPTABLE A PROJECT SPECIFIC WORK ZONE TRAFFIC CONTROL PLAN SHALL BE PREPARED BY A FLORIDA PROFESSIONAL ENGINEER WHO HAS SUCCESSFULLY COMPLETED ADVANCED TRAINING IN MAINTENANCE OF TRAFFIC, AS DEFINED BY FDOT FOR APPROVAL BY THE COUNTY ENGINEER'S REPRESENTATIVE.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, WHETHER PUBLIC OR PRIVATE, PRIOR TO EXCAVATION. THE INFORMATION AND DATA SHOWN WITH RESPECT TO EXISTING UNDERGROUND FACILITIES AT OR CONTIGUOUS TO THE SITE IS APPROXIMATE AND BASED ON INFORMATION FURNISHED BY THE OWNER OF SUCH UNDERGROUND FACILITIES OR ON PHYSICAL APPURTENANCES OBSERVED IN THE FIELD. THE OWNER AND DESIGN PROFESSIONAL SHALL NOT BE RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF ANY SUCH INFORMATION OR DATA. THE CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR: REVIEWING AND CHECKING ALL SUCH INFORMATION AND DATA; LOCATING ALL UNDERGROUND FACILITIES DURING CONSTRUCTION; THE SAFETY AND PROTECTION THEREOF; REPAIRING ANY DAMAGE THERETO RESULTING FROM THE WORK. THE COST OF ALL WILL BE CONSIDERED AS HAVING BEEN INCLUDED IN THE CONTRACT PRICE. THE CONTRACTOR SHALL NOTIFY ANY AFFECTED UTILITY COMPANIES OR AGENCIES IN WRITING AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.

C. PROTECTION OF EXISTING PLANT MATERIALS

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS EXISTING OR OTHERWISE, CAUSED BY CARELESS EQUIPMENT OPERATION, MATERIAL STOCKPILING, ETC... THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIP-LINE AND SPILLING OIL, GASOLINE, OR OTHER DELETERIOUS MATERIALS WITHIN THE DRIP-LINE. NO MATERIALS SHALL BE BURNED ON SITE. EXISTING TREES KILLED OR DAMAGED SO THAT THEY ARE MISSHAPEN AND/OR UNSIGHTLY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR OF THREE HUNDRED DOLLARS ($300) PER CALIPER INCH ON AN ESCALATING SCALE WHICH ADDS AN ADDITIONAL TWENTY (20) PERCENT PER INCH OVER FOUR (4) INCHES CALIPER AS FIXED AND AGREED LIQUIDATED DAMAGES. CALIPER SHALL BE MEASURED SIX (6) INCHES ABOVE GROUND LEVEL FOR TREES UP TO AND INCLUDING FOUR (4) INCHES IN CALIPER AND TWELVE (12) INCHES ABOVE GROUND LEVEL FOR TREES OVER FOUR (4) INCHES IN CALIPER.

2. SEE TREE MITIGATION PLAN AND NOTES, IF APPLICABLE.

D. MATERIALS

1. GENERAL

MATERIAL SAMPLES LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL, ON SITE OR AS DETERMINED BY THE OWNER. UPON APPROVAL, DELIVERY OF MATERIALS MAY COMMENCE.

MATERIAL	SAMPLE SIZE
MULCH	ONE (1) CUBIC FOOT
TOPSOIL MIX	ONE (1) CUBIC FOOT
PLANTS	ONE (1) OF EACH VARIETY (OR TAGGED IN NURSERY)

2. PLANT MATERIALS

a. PLANT SPECIES AND SIZE SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS, LATEST EDITION, PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. ALL PLANTS SHALL BE FLORIDA GRADE NO. 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. ALL PLANTS SHALL BE HEALTHY, VIGOROUS, SOUND, WELL-BRANCHED, AND FREE OF DISEASE AND INSECTS. INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER. WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY WITH APPROVAL FROM OWNER OR OWNER'S REPRESENTATIVE. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN PERMISSION FROM THE OWNER'S REPRESENTATIVE.

b. MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE GROUND OR ACROSS THE NORMAL SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.

c. INSPECTION: PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER, FOR QUALITY, SIZE, AND VARIETY. SUCH APPROVAL SHALL NOT IMPAIR THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF ROOT BALLS OR ROOTS, LATENT DEFECTS OR INJURIES, REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.

E. SOIL MIXTURE (PLANTING MEDIUM, PLANTING MIX, TOPSOIL MIX)

1. CONTRACTOR SHALL TEST EXISTING SOIL AND AMEND AS NECESSARY IN ACCORDANCE WITH THE GUIDELINES BELOW:

2. SOIL MIXTURE (PLANTING MEDIUM FOR PLANT PITS) SHALL CONSIST OF TWO PARTS OF TOPSOIL AND ONE PART SAND, AS DESCRIBED BELOW. CONTRACTOR TO SUBMIT SAMPLES AND PH TESTING RESULTS OF SOIL MIXTURE FOR OWNER'S REPRESENTATIVE APPROVAL PRIOR TO PLANT INSTALLATION OPERATIONS COMMENCE.

a. TOPSOIL FOR USE IN PREPARING SOIL MIXTURE FOR BACKFILLING PLANT PITS SHALL BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER; REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH WEEDS AND OTHER LITTER; FREE OF ROOTS, STUMPS, STONES LARGER THAN 2" IN ANY DIRECTION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH. IT SHALL CONTAIN THREE (3) TO FIVE (5) PERCENT DECOMPOSED ORGANIC MATTER AND HAVE A PH BETWEEN 5.5 AND 7.0.

b. SAND SHALL BE COARSE, CLEAN, WELL-DRAINING, NATIVE SAND.

c. SOIL AMENDMENT (IF NEEDED PER SOIL TESTING) THE CONTRACTOR SHALL FURNISH AND INSTALL A 3" LAYER OF AMENDED PLANTING SOIL IN ALL PLANTING BEDS, EXCLUDING SOD AREAS. THE AMENDED PLANTING SOIL SHALL BE COMPOSED OF 35% FERTICOMP 20% FLORIDA PEAT 45% SANDY LOAM. THE AMENDED PLANTING SOIL SHALL BE MIXED INTO THE BEDS UPON PLANTING.

2. TREES SHALL BE PLANTED IN THE EXISTING NATIVE SOIL ON SITE, UNLESS DETERMINED TO BE UNSUITABLE - AT WHICH POINT THE CONTRACTOR SHALL CONTACT OWNER'S REPRESENTATIVE TO DISCUSS ALTERNATE RECOMMENDATION PRIOR TO PLANTING (SUBMIT SOIL TESTING RESULTS AFTER INCORPORATING AMENDMENTS TO DEMNSTRATE COMPLIANCE WITH SOIL QUALITY REQUIREMENTS ,

F. WATER

1. WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN ADEQUATE PLANT GROWTH AND SHALL NOT CONTAIN HARMFUL MATERIALS OR MAN-MADE ELEMENTS DETRIMENTAL TO PLANTS. WATER MEETING THE ABOVE STANDARD SHALL BE OBTAINED ON THE SITE FROM THE OWNER, IF AVAILABLE, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY HIS TANKS, HOSES, SPRINKLERS, ETC.... IF SUCH WATER IS NOT AVAILABLE AT THE SITE, THE CONTRACTOR SHALL PROVIDE SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER.

* WATERING/IRRIGATION RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

G. FERTILIZER

CONTRACTOR SHALL PROVIDE FERTILIZER APPLICATION SCHEDULE TO OWNER, AS APPLICABLE TO SOIL TYPE, PLANT INSTALLATION TYPE, AND SITE'S PROPOSED USE. SUGGESTED FERTILIZER TYPES SHALL BE ORGANIC OR OTHERWISE NATURALLY-DERIVED.

* FERTILIZER RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

H. MULCH

1. MULCH MATERIAL SHALL BE MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT, AND APPLIED AT A DEPTH OF THREE (3) INCHES. CLEAR MULCH FROM EACH PLANT'S CROWN (BASE). MULCH SHALL BE "FLORIMULCH," EUCALYPTUS MULCH, OR SIMILAR SUSTAINABLY HARVESTED MULCH UNLESS SPECIFIED OTHERWISE.

2. PROVIDE A THREE (3) INCH MINIMUM LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUND COVER, VINE BED, AND TREE PIT (6' MINIMUM) PLANTED UNDER THIS CONTRACT.

I. DIGGING AND HANDLING

1. PROTECT ROOTS OR ROOT BALLS OF PLANTS AT ALL TIMES FROM SUN, DRYING WINDS, WATER AND FREEZING, AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT DAMAGE DURING TRANSIT. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO THE SITE SHALL BE SPRAYED WITH AN ANTITRANSPIRANT PRODUCT ("WILTPRUF" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.

2. BALLED AND BURLAPPED (B&B), AND FIELD GROWN (FG) PLANTS SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL OF SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS. NO PLANTS MOVED WITH A ROOT BALL SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS SHALL NOT BE HANDLED BY STEMS.

3. PLANTS MARKED "BR" IN THE PLANT LIST SHALL BE DUG WITH BARE ROOTS. CARE SHALL BE EXERCISED THAT THE ROOTS DO NOT DRY OUT DURING TRANSPORTATION AND PRIOR TO PLANTING.

4. PROTECTION OF PALMS: ONLY A MINIMUM OF FRONDS SHALL BE REMOVED FROM THE CROWN OF THE PALM TREES TO FACILITATE MOVING AND HANDLING. CLEAR TRUNK (CT) SHALL BE AS SPECIFIED AFTER THE MINIMUM OF FRONDS HAVE BEEN REMOVED. ALL PALMS SHALL BE BRACED PER PALM PLANTING DETAIL.

5. EXCAVATION OF TREE PITS SHALL BE PERFORMED USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES OR HARDSCAPE ELEMENTS, FOOTERS AND PREPARED SUB-BASES.

J. CONTAINER GROWN STOCK

1. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION.

2. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER. CONTAINER GROWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS.

3. ROOT BOUND PLANTS ARE NOT ACCEPTABLE AND WILL BE REJECTED.

4. RPG= "ROOTS PLUS GROWER" CONTAINER PRODUCTS SHALL BE USED WHERE SPECIFIED.

K. COLLECTED STOCK

WHEN THE USE OF COLLECTED STOCK IS PERMITTED AS INDICATED BY THE OWNER OR OWNER'S REPRESENTATIVE, THE MINIMUM SIZES OF ROOTBALLS SHALL BE EQUAL TO THAT SPECIFIED FOR THE NEXT LARGER SIZE OF NURSERY GROWN STOCK OF THE SAME VARIETY.

L. NATIVE STOCK

PLANTS COLLECTED FROM WILD OR NATIVE STANDS SHALL BE CONSIDERED NURSERY GROWN WHEN THEY HAVE BEEN SUCCESSFULLY RE-ESTABLISHED IN A NURSERY ROW AND GROWN UNDER REGULAR NURSERY CULTURAL PRACTICES FOR A MINIMUM OF TWO (2) GROWING SEASONS AND HAVE ATTAINED ADEQUATE ROOT AND TOP GROWTH TO INDICATE FULL RECOVERY FROM TRANSPLANTING INTO THE NURSERY ROW.

M. MATERIALS LIST

QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED BY THE CONTRACTOR. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT OR OWNER ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. SHOULD A DISCREPANCY OCCUR BETWEEN THE PLANS AND THE PLANT LIST QUANTITY, THE OWNER'S REPRESENTATIVE SHALL BE NOTIFIED FOR CLARIFICATION PRIOR TO BIDDING OR INSTALLATION. ALL DIMENSIONS AND/OR SIZES SPECIFIED SHALL BE THE MINIMUM ACCEPTABLE SIZE.

N. FINE GRADING

1. FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN ROUGH GRADED BY OTHERS. BERMING AS SHOWN ON THE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, UNLESS OTHERWISE NOTED.

2. THE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINAL FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH. CONTRACTOR SHALL FINE GRADE BY HAND AND/OR WITH ALL EQUIPMENT NECESSARY INCLUDING A GRADING TRACTOR WITH FRONT-END LOADER FOR TRANSPORTING SOIL WITHIN THE SITE.

3. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED FOR POSITIVE DRAINAGE TO SURFACE/SUBSURFACE STORM DRAIN SYSTEMS. AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS. REFER TO CIVIL ENGINEER'S PLANS FOR FINAL GRADES, IF APPLICABLE.

O. PLANTING PROCEDURES

1. CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER DAILY. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE REMOVED FROM THE SURFACE OF ALL PLANT BEDS. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY ADVERSELY AFFECT THE PLANT GROWTH, HE SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. FAILURE TO DO SO BEFORE PLANTING SHALL MAKE THE CORRECTIVE MEASURES THE RESPONSIBILITY OF THE CONTRACTOR.

2. VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES, INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SANITARY SEWER, STORMWATER SYSTEMS, CABLE, AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES. CALL SUNSHINE STATE ONE CALL OF FLORIDA, INC. (811) TO LOCATE UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.

3. SUBGRADE EXCAVATION: CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMEROCK AND LIMEROCK SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO A MINIMUM DEPTH OF 36" OR TO NATIVE SOIL. CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ON-SITE SOURCE OR AN IMPORTED SOURCE. IF LIMEROCK OR OTHER ADVERSE CONDITIONS OCCUR IN PLANTED AREAS AFTER 36" DEEP EXCAVATION BY THE CONTRACTOR, AND POSITIVE DRAINAGE CAN NOT BE ACHIEVED, CONTRACTOR SHALL UTILIZE POOR DRAINAGE CONDITION PLANTING DETAIL.

4. FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS SPECIFIED HEREIN. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE.

5. COMPLY WITH APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. UPON ARRIVAL AT THE SITE, PLANTS SHALL BE THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS STORED ONSITE SHALL NOT REMAIN UNPLANTED OR APPROPRIATELY HEALED IN FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES WORKMANLIKE METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.

6. THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE PLANTING WITH IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION APPURTENANCES AND PLANTS.

7. ALL PLANTING PITS SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD FOR NURSERY STOCK 260.1, UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACK FILLED WITH THE PREPARED PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E. TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE, NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER DRAINAGE. IF POOR DRAINAGE EXISTS, UTILIZE "POOR DRAINAGE CONDITION" PLANTING DETAIL. TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURES AND UNDER THE SUPERVISION OF A QUALIFIED LANDSCAPE FOREMAN. PROPER "JETTING IN" SHALL BE ASSURED TO ELIMINATE AIR POCKETS AROUND THE ROOTS. "JET STICK" OR EQUAL IS RECOMMENDED.

8. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS AND BUILDING STRUCTURES WHILE INSTALLING TREES.

9. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION E OF THESE SPECIFICATIONS.

10. TREES AND SHRUBS SHALL BE SET STRAIGHT AT AN ELEVATION THAT, AFTER SETTLEMENT, THE PLANT CROWN WILL STAND ONE (1) TO TWO (2) INCHES ABOVE GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PIT. PLANTING SOIL MIXTURE SHALL BE BACK FILLED, THOROUGHLY TAMPED AROUND THE BALL, AND SETTLED BY WATER (AFTER TAMPING).

11. AMEND PINE AND OAK PLANT PITS WITH ECTOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. ALL OTHER PLANT PITS SHALL BE AMENDED WITH ENDOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. PROVIDE PRODUCT INFORMATION SUBMITTAL PRIOR TO INOCULATION.

12. FILL HOLE WITH SOIL MIXTURE. MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES, STIRRING IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET, ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE. ALL BURLAP, ROPE, WIRES, BASKETS, ETC... SHALL BE REMOVED FROM THE SIDES AND TOPS OF BALLS, BUT NO BURLAP SHALL BE PULLED FROM UNDERNEATH.

13. TREES SHALL BE PRUNED, AT THE DIRECTION OF THE OWNER OR OWNER'S REPRESENTATIVE, TO PRESERVE THE NATURAL CHARACTER OF THE PLANT. ALL SOFT WOOD OR SUCKER GROWTH AND ALL BROKEN OR BADLY DAMAGED BRANCHES SHALL BE REMOVED WITH A CLEAN CUT. ALL PRUNING TO BE PERFORMED BY CERTIFIED ARBORIST, IN ACCORDANCE WITH ANSI A-300.

14. SHRUBS AND GROUND COVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED ON THE PLANT LIST. MATERIALS INSTALLED SHALL MEET MINIMUM SPECIMEN REQUIREMENTS OR QUANTITIES SHOW ON PLANS, WHICHEVER IS GREATER. CULTIVATE ALL PLANTING AREAS TO A MINIMUM DEPTH OF 6". REMOVE AND DISPOSE ALL DEBRIS. MIX TOP 4" THE PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.

15. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO INSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. IF THE CONTRACTOR AND OWNER DECIDE TO WAIVE THE TREE GUYING AND BRACING, THE OWNER SHALL NOTIFY THE PROJECT LANDSCAPE ARCHITECT IN WRITING AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE PROJECT LANDSCAPE ARCHITECT IN THE EVENT UNSUPPORTED TREES PLANTED UNDER THIS CONTRACT FALL AND DAMAGE PERSON OR PROPERTY.

16. ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER, "ROUND-UP" SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S PRECAUTIONS AND SPECIFICATIONS. PRIOR TO FINAL INSPECTION, TREAT ALL PLANTING BEDS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER. (AS ALLOWED BY JURISDICTIONAL AUTHORITY)

P. LAWN SODDING

1. THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING COMPLETE, IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A TURF GRASS LAWN ACCEPTABLE TO THE OWNER.

2. ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND DEBRIS BY MEANS OF A SOD CUTTER TO A DEPTH OF THREE (3) INCHES, AND THE GROUND BROUGHT TO AN EVEN GRADE. THE ENTIRE SURFACE SHALL BE ROLLED WITH A ROLLER WEIGHING NOT MORE THAN ONE-HUNDRED (100) POUNDS PER FOOT OF WIDTH. DURING THE ROLLING, ALL DEPRESSIONS CAUSED BY SETTLEMENT SHALL BE FILLED WITH ADDITIONAL SOIL, AND THE SURFACE SHALL BE REGRADED AND ROLLED UNTIL PRESENTING A SMOOTH AND EVEN FINISH TO THE REQUIRED GRADE.

3. PREPARE LOOSE BED FOUR (4) INCHES DEEP. HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA THOROUGHLY.

4. SODDING

a. THE CONTRACTOR SHALL SOD ALL AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS, UNLESS SPECIFICALLY NOTED OTHERWISE.

b. THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETAL TYPE, AND FREE FROM WEEDS, FUNGUS, INSECTS AND DISEASE OF ANY KIND.

c. SOD PANELS SHALL BE LAID TIGHTLY TOGETHER SO AS TO MAKE A SOLID SODDED LAWN AREA. SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS. ADJACENT TO BUILDINGS, A 24 INCH STONE MULCH STRIP SHALL BE PROVIDED. IMMEDIATELY FOLLOWING SOD LAYING, THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED. IF, IN THE OPINION OF THE OWNER, TOP-DRESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND, AS APPROVED BY THE OWNER'S REPRESENTATIVE, SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN. FERTILIZE INSTALLED SOD AS ALLOWED BY PROPERTY'S JURISDICTIONAL AUTHORITY.

5. DURING DELIVERY, PRIOR TO, AND DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOD SHALL BE STACKED SO AS NOT TO BE DAMAGED BY SWEATING OR EXCESSIVE HEAT AND MOISTURE.

6. LAWN MAINTENANCE

a. WITHIN THE CONTRACT LIMITS, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS (LARGER THAN 12"X12") UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. REPAIRED SODDING SHALL BE ACCOMPLISHED AS IN THE ORIGINAL WORK (INCLUDING REGRADING IF NECESSARY).

b. CONTRACTOR RESPONSIBLE FOR ESTABLISHING AND MAINTAINING SOD/LAWN UNTIL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. PRIOR TO AND UPON ACCEPTANCE, CONTRACTOR TO PROVIDE WATERING/IRRIGATION SCHEDULE TO OWNER. OBSERVE ALL APPLICABLE WATERING RESTRICTIONS AS SET FORTH BY THE PROPERTY'S JURISDICTIONAL AUTHORITY.

Q. CLEANUP

UPON COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS RESULTING FROM HIS WORK. ALL PAVED AREAS SHALL BE CLEANED AND THE SITE LEFT IN A NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER'S REPRESENTATIVE.

R. PLANT MATERIAL MAINTENANCE

ALL PLANTS AND PLANTING INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING OR REPAIRING GUY SUPPORTS) NECESSARY TO INSURE A HEALTHY PLANT CONDITION BY THE CONTRACTOR UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE.

S. FINAL INSPECTION AND ACCEPTANCE OF WORK

FINAL INSPECTION AT THE END OF THE WARRANTY PERIOD SHALL BE ON PLANTING, CONSTRUCTION AND ALL OTHER INCIDENTAL WORK PERTAINING TO THIS CONTRACT, ANY REPLACEMENT AT THIS TIME SHALL BE SUBJECT TO THE SAME ONE (1) YEAR WARRANTY (OR AS SPECIFIED BY THE LANDSCAPE ARCHITECT OR OWNER IN WRITING) BEGINNING WITH THE TIME OF REPLACEMENT AND ENDING WITH THE SAME INSPECTION AND ACCEPTANCE HEREIN DESCRIBED.

T. WARRANTY

1. THE LIFE AND SATISFACTORY CONDITION OF ALL PLANT MATERIAL INSTALLED (INCLUDING SOD) BY THE LANDSCAPE CONTRACTOR SHALL BE WARRANTED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE.

2. ANY PLANT NOT FOUND IN A HEALTHY GROWING CONDITION AT THE END OF THE WARRANTY PERIOD SHALL BE REMOVED FROM THE SITE AND REPLACED AS SOON AS WEATHER CONDITIONS PERMIT, ALL REPLACEMENTS SHALL BE PLANTS OF THE SAME KIND AND SIZE AS SPECIFIED IN THE PL

STAFF REPORT

Meeting Date: August 4, 2026
Item #: 5

Contact Name: Steven Weber
Contact Number: Ext. 1520

Department Director: Steven Weber
City Manager: Craig Shadrix

Subject: Approval of Extension of the City of Ocoee's Banking Services Agreement with Truist Bank. (Finance Director Weber)

Background Summary:

The City of Ocoee's banking services agreement with Truist Bank expires on August 31, 2026. The prior agreement was established by piggybacking on the City of Ocala's banking services agreement, which has been extended.

The City of Ocoee Finance Department negotiated with Truist Bank to extend the City's banking services by piggybacking on the City of Ocala's Banking Services Agreement (FIN 200254). As part of the proposed four-year (48-month) extension, effective September 1, 2026, through August 31, 2030, Truist Bank has offered updated interest-earning terms based on the current rate environment. Under the proposed extension, Truist Bank will provide the City with a Bank-managed Earnings Credit Rate (ECR) of 70 basis points (bps) and a Bank-managed Interest Rate (IR) of 250 basis points.

Issue:

Should the Honorable Mayor and City Commission approve a four-year (48-month) extension of banking services with Truist Bank by piggybacking on the City of Ocala's banking services agreement (FIN 200254)?

Recommendations:

Staff recommends the Honorable Mayor and City Commission:

1) Approve a four-year (48-month) extension of banking services for the period of September 1, 2026, through August 31, 2030, with Truist Bank by piggybacking on the City of Ocala's banking services agreement (FIN 200254);
2) Authorize the Mayor, City Clerk, and staff to execute all necessary banking agreement documents.

Attachments:

1. City of Ocoee - Extension of Truist Banking Services Agreement

Financial Impacts:

Approval of the extension will result in favorable interest earnings for the City of Ocoee.

Type of Item: Consent

Truist Bank
333 South Garland Avenue, Floor 17
Orlando, FL 32801
Cell: 407-701-4796
clayton.thompson@truist.com

Clayton Thompson
Vice President

July 8, 2026

Steve Weber
Finance Director
City of Ocoee
1 N. Bluford Ave.
Ocoee, FL 34761

RE: Banking Extension Agreement for Banking Services between the City of Ocoee (the "City") and Truist Bank ("Truist") effective September 1, 2026, piggyback of City of Ocala's Banking Services Agreement

Dear Mr. Weber:

Thank you for continuing to choose Truist for your deposit and treasury services. We appreciate the opportunity to maintain a meaningful partnership with you over the coming years.

Truist is pleased to offer the City an extension of the Agreement for Banking Services to commence September 2026 for a forty-eight (48) month term through August 2030. Please find attached the Proforma with the service pricing and rates.

The rates and pricing disclosed herein will apply to all applicable deposit and group accounts which are currently open, as shown below. Rates and pricing for accounts not included below or opened at a later time may vary. For additional details on rate calculations, eligible balances, or terms and conditions, please contact your Relationship Manager or Treasury Consultant.

Proforma [redacted] will apply to all Public Fund Analyzed Interest Checking accounts within:

- Group Number [redacted] Combined Public Fund Analyzed Interest Checking

Earnings Credit Rate (ECR):
The ECR under this extension period does not begin until September 1st, 2026. As of today's date, and based on the current rate environment, today's initial Bank managed rate would be 70 basis points. The ECR will be applied to all accounts under Group number [redacted] The ECR will be a Bank managed rate and subject to change at any time at Bank discretion without notice.

Interest Rate (IR):
The IR under this extension period does not begin until September 1st, 2026. As of today's date, and based on the current rate environment, today's initial Bank managed rate would be 250 basis points. The IR will be applied to all accounts under Group number [redacted] The IR will be a Bank managed rate and subject to change at any time at Bank discretion without notice.

Thank you for the years of shared business. We look forward to continuing to strategize with your team to structure innovative solutions to best position the City for the ever changing business and economic landscape.

Sincerely,

Clayton Thompson

CITY OF OCOEE SIGNATURE PAGE FOR EXTENSION OF BANKING AND TREASURY MANAGEMENT SERVICES WITH TRUIST BANK FOR THE PERIOD OF SEPTEMBER 1, 2026, THROUGH AUGUST 31, 2030, BY PIGGYBACKING ON THE CITY OF OCALA'S BANKING SERVICES AGREEMENT (FIN 200254)

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 _____, 2026

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

FISHBACK DOMINICK

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

STAFF REPORT

Meeting Date: August 4, 2026
Item #: 6

Contact Name: Steven Weber
Contact Number: Ext. 1520

Department Director: Steven Weber
City Manager: Craig Shadrix

Subject: Approval to Piggyback OMNIA's Contract with Fifth Asset Inc. for the DebtBook Debt and Cash Management Software as a Service (SaaS) Platform. (Finance Director Weber)

Background Summary:

Finance staff continually evaluates industry best practices and emerging technologies to improve efficiency and compliance with public finance and government accounting standards. Following a review of available solutions, staff recommends contracting with Fifth Asset, Inc. for the DebtBook debt and cash management SaaS platform. The proposed solution provides unified debt, cash and investments in a single platform that centralizes data and streamlines critical workflows.

The DebtBook platform will enable staff to optimize cash flow and debt structures, ensuring resilient liquidity, stronger financial performance, and continued public trust. It will also assist in the preparation of note disclosures required in the City's annual comprehensive financial report (ACFR) to comply with Government Accounting Standards Board (GASB) pronouncements.

Under Fifth Asset, Inc.'s OMNIA cooperative purchasing contract (Region XIV Education Service Center as lead agency), DebtBook's proposal includes a three-year contract for FY2027 at a cost of $20,000; FY2028 at a cost of $21,000; and FY2029 at a cost of $22,060. The implementation phase of the software platform will take place during the current fiscal year.

Issue:

Should the Honorable Mayor and City Commission approve the contract with Fifth Asset, Inc. for the DebtBook debt and cash management Saas platform?

Recommendations:

Staff recommends the Honorable Mayor and City Commission:
1. Approve the three-year agreement with Fifth Asset, Inc. through September 30, 2029, for the DebtBook debt and cash management Software-as-a-Service (SaaS) platform piggybacking the OMNIA Partners cooperative purchasing Contract No. 159808, including authorized contract extensions as provided in the OMNIA Partners cooperative purchasing contract.
2. Approve the software implementation during fiscal year 2026 at a cost of $2,500.
3. Authorize the Mayor, City Clerk, City Manager, and staff to execute all documents necessary to implement and administer the agreement.
4. Authorize the City Manager to approve change orders to this agreement up to the limit of his procurement authority for each change order, and up to the budgeted amount for all change orders.

Attachments:
1. DebtBook Order Form
2. Debtbook Cobranded Collateral
3. DebtBook OMNIA Contract

Financial Impacts:
The DebtBook software implementation cost of $2,500 is adequately funded in the Finance Department's professional services FY26 budget (001-513-00-3128). Funding for subsequent fiscal years will be incorporated into the Finance Department's software subscription services budget as part of the annual budgeting process.

Type of Item: Consent

DebtBook

ORDER FORM

I. **General Information**

Customer Information

Customer Name: City of Ocoee, FL ("Customer")
Address: 1 N Bluford Avenue
Ocoee, FL 34761
Contact Name: Steve Weber
Email: sweber@ocoee.org

Customer Billing Information

Address: 1 N Bluford Avenue
Ocoee, FL 34761
Billing Email: sweber@ocoee.org

Order Form Information

Order Form Effective Date: Date of last signature

Agreement Effective Date: Date of last signature

II. **Products & Services**

Treasury
Item & Description
Cash Management Core Annual recurring fee for DebtBook's cash management software-as-a-service application provided to Customer through access to the Application Services
Debt Management Core Annual recurring fee for DebtBook's debt management software-as-a-service application provided to Customer through access to the Application Services
Cash SFTP Integration DebtBook's SFTP bank connectivity functionality within the cash management software-as-a-service application provided, if applicable, to Customer through access to the Application Services.
Debt Accounting Annual recurring fee for DebtBook's debt accounting software-as-a-service application provided to Customer through access to the Application Services

Non-Recurring
Item & Description
Cash Management Core Premium Implementation The additional implementation services provided to Customer including tailored implementation support and entry of relevant Customer Data.
Debt Management Core Premium Implementation The additional implementation services provided to Customer including tailored implementation support, review of Application Obligations, and entry of relevant Customer Data.

Annual Summary	**Year 1**	**Year 2**	**Year 3**
Recurring Subscription Fees	$20,000.00	$21,000.00	$22,060.00

One-Time Implementation Fees	$2,500.00		
Annual Total	**$22,500.00**	**$21,000.00**	**$22,060.00**
TOTAL			**$65,560.00**

III. **Order Form Terms**

1. **Services**. This Order Form sets forth the Services to be provided to Customer, including the specific Products to be provided to Customer through its access to the Applications Services.
2. **Term**. The Initial Term of this Order Form begins on the Order Form Effective Date as indicated above and will continue for 3 years. Thereafter, this Order Form will renew in accordance with the Agreement (as defined below).
3. **Fees**. DebtBook will invoice Customer upon the Order Form Effective Date and Customer will pay Fees herein for the first year of the Initial Term in accordance with the payment terms of the Agreement. All Fees thereafter will be due and payable annually and subject to the payment terms of the Agreement. Each invoice will be emailed to Customer's billing contact indicated herein.
4. The **Cash SFTP Integration** includes bank connections through a third-party provider and the additional terms applicable to such party found at the following link will be made a part of the Agreement: https://www.debtbook.com/cash-management-terms-sftp-integration.
5. **OMNIA**. This Order Form is subject to the terms established under that certain Master Agreement dated as of February 19, 2026, and referenced as Contract #159808 (the "OMNIA Agreement"), by and between DebtBook and OMNIA Partners, Inc. ("OMNIA"), on its behalf and on behalf of other participating governmental agencies. The Master Services Agreement (the "Agreement") incorporated into the OMNIA Agreement and this Order Form govern the direct contractual relationship between DebtBook and Customer.

IV. **General Terms**

This Order Form and the Services are governed by the Agreement as set forth under OMNIA Agreement. The Agreement governs the direct relationship between DebtBook and the Customer, and this Order Form is issued pursuant to, and incorporates by reference, the terms of the Agreement. The Agreement will run concurrently with the Term of any Order Form then outstanding. The Agreement supersedes any prior discussion or representations regarding Customer's purchase and use of the Products and Services described in this Order Form. Each of the undersigned represents that (1) they are authorized to execute and deliver this Order Form on behalf of their respective party, (2) they are authorized to bind their respective party to the terms of the Order Form, and (3) if Customer is a Government Entity, sufficient funds have been appropriated and are available to pay any Fees due under the Order Form in Customer's current fiscal year. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. If permitted by applicable law, electronic signatures may be used for the purpose of executing this Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

Fifth Asset, Inc. d/b/a DebtBook	**City of Ocoee, FL**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

_____ _____,
Melanie Sibbitt, City Clerk Rusty Johnson, Mayor

DATE:_____

(SEAL)

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA
APPROVED AS TO FORM AND LEGALITY
this ____ day of _____, 2026

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

FISHBACK DOMINICK

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

OMNIA Partners & DebtBook

PUBLIC SECTOR | K-12, HIGHER EDUCATION, STATE & LOCAL GOVERNMENT

OMNIA Partners works to connect the public sector to collective buying power. The OMNIA Partners and DebtBook partnership provides your organizations the ability to streamline the acquisition process and save time and resources typically allocated procuring new software.

DebtBook helps finance teams in local government, nonprofits, and similar organizations manage their debt, leases, and subscriptions in the cloud. Over 1,400 organizations nationwide trust DebtBook to help them drive efficiency, collaboration, transparency within their organizations and make more informed decisions.

Built by the industry and for the industry, DebtBook enables organizations to:

- Easily implement GASB 87 and GASB 96 and maintain ongoing compliance
- Centralize and modernize debt, lease, and subscription management practices
- Enhance collaboration with internal teams and external partners

Tom Wiese | tom.wiese@debtbook.com | 817-307-1181

About OMNIA Partners

As your ally in the purchasing process, OMNIA Partners is dedicated to optimizing procurement for your organization. Our goal is to improve the way your organization identifies, evaluates, and procures what they need at the best value. With free membership, you'll gain full access to our portfolio of leading national supplier contracts, spend visibility, analytics, and subject matter experts. Join thousands of members who are discovering a better way to buy.

Visit www.omniapartners.com

DebtBook's powerful, easy-to-use, cloud-based software provides finance teams:

- External Sharing
- Document Organization
- View by: Type, Purpose, & Fund
- Financial Reporting
- General Ledger Formatting
- Payment Processing
- Automated Note Disclosures
- Comprehensive Dashboards & Charts
- Journal Entries
- Lease & Subscription Tracking
- Milestone Tracking & Reminders
- Loan Tracking
- Payment Reminders
- Schedule Creation

CONTRACT DETAILS

Contract Name

- Debt and Lease Management Software and Consulting Services
- Contract Number: 14-03

Lead Public Agency

- Region 14 ESC

Terms

- 3 year term, August 16, 2021 to July 31, 2024
- Option to renew for two (2) additional one (1) year periods

Tom Wiese | tom.wiese@debtbook.com | 817-307-1181

REGION 14 EDUCATION SERVICE CENTER

Contract# 159808

for

DEBT AND LEASE MANAGMENT AND

CONSULTING SERVICE SOLUTIONS

with

FIFTH ASSET, INC d/b/a DEBTBOOK

Effective: February 19, 2026

Debt and Lease Management and Consulting Services

Region 14 ESC - TX

Contract Number: 159808

Initial Term: February 19, 2026 through February 18, 2029

Renewal Options: Option to renew for two (2) additional one-year periods through February 18, 2031

Docusign Envelope ID: 9016D838-5ED9-43A1-83B0-DD517D80C355

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

January 20th, 2026

Michael Juby
Vice President & Chief Financial Officer
Fifth Asset, Inc d/b/a Debtbook
1930 Camden Road, Suite 200
Charlotte, North Carolina 28203
Sent via email to: Michael.Juby@debtbook.com

Re: Award of Contract 159808 Debt and Lease Management and Consulting Service Solutions

Dear Michael Juby:

Region 14 Education Service Center is happy to announce that Fifth Asset, Inc d/b/a Debtbook has been awarded Contract # 159808 based on the proposal submitted to Region 14 ESC in response to RFP #25-S946 Debt and Lease Management Software and Consulting Services. As stated in the RFP, Article VI. Signature Form, this contract award letter is the countersignature to Fifth Asset, Inc d/b/a Debtbook's response and provides Region 14's acceptance of the response and establishes the contract.

The contract is effective February 19th, 2026. The contract may be renewed in accordance with the contract terms and conditions.

We look forward to a long and successful partnership.

If you have any questions or concerns, feel free to contact me at (325) 675-8600.

Sincerely,

Signed by:
Emily Jeffrey
4FE64E70707547B...
Emily Jeffrey
Region 14, Chief Financial Officer

STAFF REPORT

Meeting Date: August 4, 2026
Item #: 7

Contact Name: Douglas Gaines
Contact Number: Ext. 1503

Department Director: Mark Johnson
City Manager: Craig Shadrix

Subject: Approval for Orange County Soil & Water Conservation District 2 Supervisor Jim Moyer to Use the Tom Ison Senior and Veterans Center. (Parks and Leisure Services Deputy Director Gaines)

Background Summary:
At the August 21st City Commission meeting, Dr. Jim Moyer, the Orange County Soil and Water Conservation District 2 Supervisor, requested that the City provide space for two hours each month in order to offer one-on-one assistance to City residents regarding soil and water resource matters of interest. Staff would be able to coordinate and schedule a time with Dr. Moyer at the Tom Ison Senior and Veterans Center.

Issue:
Should the Honorable Mayor and City Commission approve the request by Dr. Jim Moyer to use the Tom Ison Center for one-on-one meetings once a month for a two-hour time slot regarding soil and water resource matters of interest?

Recommendations:
Staff recommends that the Honorable Mayor and City Commission approve the request by Dr. Jim Moyer to use the Tom Ison Center for one-on-one meetings once a month for a two-hour time slot regarding soil and water resource matters of interest.

Attachments:
None

Financial Impacts:
There is no financial impact.

Type of Item: Consent

STAFF REPORT

Meeting Date: August 4, 2026
Item #: 8

Contact Name: Berenice Belizaire
Contact Number: Ext. 1070

Department Director: Nick Lepp
City Manager: Craig Shadrix

Subject: Approval of Road Closure for the Ocoee High School Homecoming Parade on October 21, 2026. (Planner II Belizaire)

Background Summary:
The applicant, Garret Kelly, representing Ocoee High School, is requesting the closure of several public roads within Ocoee's downtown for the Ocoee High School Homecoming Parade. The parade will be held on Wednesday, October 21, 2026, from 5:30 PM to 7:00 PM and will include partial road closures on N. Lakewood Drive, E. McKey Street, and W. Oakland Avenue. Approval of the related special event/parade permit is contingent on approval of the road closures.

Issue:
Should the Honorable Mayor and City Commission approve the proposed closure of Ocoee's downtown roads, including N. Lakewood Drive, E. McKey Street, and W. Oakland Avenue, on Wednesday, October 21, 2026, from 5:30 PM to 7:00 PM for the Ocoee High School Homecoming Parade?

Recommendations:
Staff recommends that the Honorable Mayor and City Commission approve the proposed closure of Ocoee's downtown roads, including N. Lakewood Drive, E. McKey Street, and W. Oakland Avenue, on Wednesday, October 21, 2026, from 5:30 PM to 7:00 PM for the Ocoee High School homecoming parade. Upon approval by the City Commission of the road closures, staff will approve the special event/parade permit and assess the required fees unless the commission determines to waive them.

Attachments:
1. Special Event Application
2. Parade Route

Financial Impacts:
N/A

Type of Item: Consent

SPECIAL EVENT PERMIT APPLICATION

Development Services – Building Division
1 North Bluford Avenue ▪ Ocoee, Florida 34761
Online Services: https://permits.ocoee.org
Email: inspections@ocoee.org
Phone: 407-905-3104

An application for a Special Event Permit shall be filed not more than 180 days before and not less than 30 days before the date and time which the proposed special event is to take place.

Event Name: Ocoee High School Homecoming Parade

Event Address: 125 N Lakeshore Dr, Ocoee, FL 34761

Applicant Name: Garett Kelly Phone: 4079053000

Email: garett.kelly@ocps.net Mobile: 3219476855

Applicant Address: 1925 Ocoee Crown Point Pkwy

Organization Name: Ocoee High School Phone:

Email: Mobile:

Headquarters Address:

☑ Tax Exempt IRS 501(C)(3) ☑ Copy of Certificate provided (REQUIRED)

EVENT REPRESENTATIVE (If different than the applicant)

Representative Name: Garett Kelly Phone:

Email: garett.kelly@ocps.net Mobile: 3219476855

Address: 2052 Farnham Drive, Ocoee

EVENT CATEGORY: ☐ Private Event ☑ Public Event ☐ City Sponsored Event

TYPE OF EVENT: *(check all that apply)*

☐ Amusement Rides	☐ Community Event	☐ Festival	☑ Parade
☐ Art/Craft Vendors	☐ Concert	☐ Fireworks	☐ Petting Zoo
☐ Beer Sales	☐ Dancing	☐ Food Vendors	☑ Road Closure
☐ Block Party	☐ Demonstration	☐ Fundraiser	☐ Running Race
☐ Circus	☐ Exhibition	☐ Inflatables	☐ Other _____

Describe in detail the event activities and the purpose of the event:

Annual homecoming parade through downtown Ocoee.

Setup Date: October 21 Start Date: October 21 End Date: October 21 Total Days: 1

Event Activities Schedule: Start Time: 6pm End Time: 7pm

Expected number of spectators & participants per day: 200

EVENT LOCATION: ☑ City Facility ☐ Private Residence ☐ Commercial Location

Exact Location Address: 125 N Lakeshore Dr, Ocoee, FL 34761 ☐ Parking Lot Only

Name of the Facility/Location: Bill Breeze Park

SIGNAGE: (*check all that apply)*

☐ Temporary Directional Signs @ $5.00 per sign: _____ x $5.00 = $_____

☐ Sports Sign-Ups ☐ Banners ☐ Flags ☐ Streamers ☐ Balloons ☐ Others _____

EVENT INFORMATION: (*check all that apply)*

☐ Will sound amplification be used? Date: Time:

Describe type of sound equipment:

☐ Does your event have tents, canopies, music stages?

Size(s): Quantity of each:

☐ Will there be open flame cooking? Describe:

☐ Will you be providing portable restrooms and handwashing stations? Number of Units:

☐ Number of: ADA accessible restrooms:

☑ Clean up after event: Describe: SGA students will clean up the park (as will the band students)

☐ Will the event use power generators? Describe:

☐ Will you be providing Road Closure Barricades? Describe:

☐ Will any part of the event be held in the parking lot? Describe:

☐ Exact location for public parking:

PARADES:

☐ State Roadway Permit (if applicable):

☑ Exact Location of Marshalling & Staging Area: Bill Breeze Park

☑ Time at which units of Parade – Begin to arrive: 5:30 To be Dispersed: 7

☐ Time at which units of Parade will be dispersed:

☑ Route Map must indicate the exact route to be traveled

☑ Number of vehicles/floats participating: 5~

☑ Approximate number of participants & spectators: 200

☐ Number and type of animals participating:

☑ Will Parade occupy all of the width of the street, road or sidewalk? Describe: Yes

FIREWORKS (*the following shall be attached to the application):*

☐ Itemized listing of the type and quantity of the fireworks to be used

☐ Detailed written statement outlining all appropriate safety procedures which will be used at fireworks display in order to protect the safety of the public and all surrounding property

☐ Detailed written statement describing what facilities and containers will be used to store fireworks.

☐ If applicable, applicants Federal License number for transporting fireworks across state lines

☐ Complete list of names, addresses, occupations and backgrounds of all individuals who will be responsible for the actual display, use or explosion of any fireworks. The Backgrounds statement should include a complete history of the experience of the individuals involved with respect to their use of fireworks, including a detailed list and explanation of each and every accident resulting from the use of fireworks which the individual has been responsible for or involved in.

☐ Map showing the exact launch point and area of fallout

REQUIRED DOCUMENTS:

☑ **Site Plan Map:** Must indicate exact location of activities and equipment: Tents, Portable Restrooms, Stages, Road Closures, Vendors, Power Generators, Barricades, Parking Areas, Staging Areas, and Trash Bins etc.

☐ **Building Permits & Fire Permits:** Tents, Flame Cooking, Fireworks, and other activities may require a permit.

☐ **Certificate of Insurance:** Events held within City of Ocoee property must provide Commercial General Liability Coverage. Please contact the Risk Management Division for requirement details: (407) 905-3154

☐ **State Licenses/Permits:** Must provide copies of current licenses for activities regulated by any state agency. Including and not limited to: Beer Sales, fireworks, pyrotechnics, food, amusement rides, petting zoo etc.

☐ **Local Business Tax:** Must provide copies of current Local Business Tax Receipts applicable to outside businesses.

☐ **Department of Health Inspection Report:** Must provide report, applicable to activities regulated by DOH.

☐ **Event Advertisement:** Copies of pamphlets, schedule of activities, flyers, promotional materials, maps, etc.

☐ **Property Owner Notarized Authorization Letter:** Consent by legal property owner where event is to take place.

☐ **Organization Authorization Letter:** Consent must be signed by legal officer/owner of organization, authorizing the Applicant/Agent to sign application.

All information on the permit application must be provided. Failure to complete may cause a delay in processing or issuing your permit.

Applicant Signature: Garett Kelly **Date:** **6/19/2026**

I, _____, the legal property owner/property manager of the above
(Property Owner)
referenced address, hereby authorize _____ to apply for a Special Event
(Applicant Name)
permit for _____, which is to be held on _____day(s) of _____, 20___.
(Name of Event)

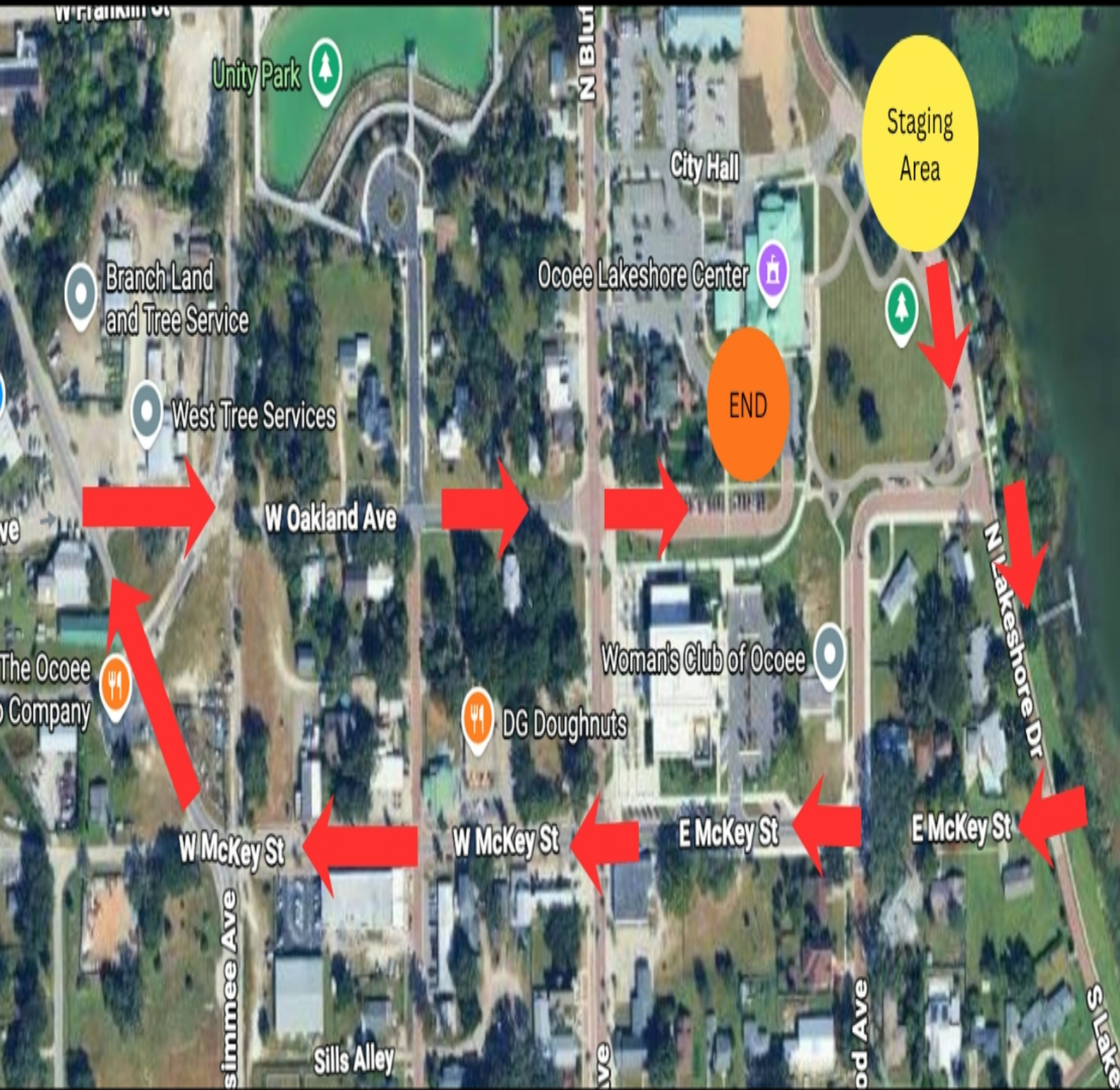
_____	_____	_____
Property Address	Property Owner Signature	Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____day of _____, 20_____ by _____ who ☐ is personally known to me, or ☐ has produced _____ as identification and who did not take an oath.

_____
Signature of Notary Public (Seal)


Unity Park
N Blu
Staging Area
City Hall
Ocoee Lakeshore Center
Branch Land and Tree Service
West Tree Services
END
W Oakland Ave
N Lakeshore Dr
Woman's Club of Ocoee
DG Doughnuts
W McKey St
W McKey St
E McKey St
E McKey St
Sills Alley

STAFF REPORT

Meeting Date: August 4, 2026
Item #: 9

Contact Name: Christopher McKinstry
Contact Number: Ext. 3055

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Approval of Purchase and Upfit of a Patrol Vehicle. (Police Chief Ogburn)

Background Summary:

The Ocoee Police Department would like to use residual funds from the FY26 budget to purchase and upfit a patrol vehicle, which is needed to maintain a working fleet in a state of operational readiness. Staff has a need for a pickup truck-type vehicle and located a Ford F150 Responder from Duval Ford in Jacksonville, Florida, that will meet the needs of the agency. The vehicle will be purchased under the Florida Sheriff's Association contract. This vendor has an existing relationship with the City of Ocoee. Staff is seeking authorization from the Commission to acquire the described vehicle from in-stock inventory at the above-mentioned dealership, upfit it with JCO Corporation, and install police graphics from ODMX Express Signs. The purchase of this vehicle will not exceed the remaining balance in FY26 budget. Staff also request that the City Manager be authorized to approve change orders, if necessary, up to the limit of his procurement authority. The total cost to purchase and upfit the vehicle is $75,209.00.

Vehicle cost: $ 52,810
Upfit cost: $ 20,319
Graphics cost: $ 2,080
Total Cost: $ 75,209

Issue:

Should the Honorable Mayor and City Commission approve the purchase of the described in-stock vehicle from Duval Ford with residual funds from the current FY26 Police Department budget, not to exceed the remaining balance, and authorize the City Manager to approve change orders, if necessary, up to the limit of his procurement authority?

Recommendations:

Staff recommends the Honorable Mayor and City Commission approve the purchase of the described in-stock vehicle from Duval Ford with residual funds from the current FY26 Police Department budget, not to exceed the remaining balance, and authorize the City Manager to approve change orders, if necessary, up to the limit of his procurement authority.

Attachments:

1. F150 Quote
2. F150 Upfit Quote
3. F150 Graphics Quote

Financial Impacts:
Funding for these vehicles will be sourced from the following operating GL account #'s: 001-521-00-3400, 001-521-00-4400, 001-521-00-4401, and 001-521-00-4606. This will be included in the year-end budget amendment to document the transfer of funds.

Type of Item: Consent

DUVAL | Ford
• Since 1916 •

Ocoee

QUOTE ID:	**1542JDREV2**	**Contract Holder**	**7/16/2026**
	Prepared for:	**Duval Ford**	
	Ocoee	**Jared Davis**	
	Chris McKinstry	**(Work) 904-388-2144**	
	cmckinstry@ocoee.org	**(Fax) 904-387-6816**	
	407-276-0943	**jared.davis@duvalmotor.com**	
		405 Lane Avenue North	
		Jacksonville, FL 32258	

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 25VEL-33. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor: $90/Hr	Parts QTY	Code	Equipment	UNIT PRICE	EXTENDED
	1	W1P CENTRAL	Item 252 Central Zone: Ford Responder Police F150 SuperCrew® 4x4 – 5.5' Box (W1P), Includes Spot light (59E), & (4) Fleet Simple Keys	$ 46,965.00	$ 46,965.00
	1	TX	Stock Sourcing: This amount represents costs associated with reassignment, dealer	$ 1,295.00	$ 1,295.00
	1	UM	Agate Black Metallic UM	$ -	$ -
	1	PB	Police Seats Black; 40/BLANK/40	$ -	$ -
	1	998	3.5L V6 EcoBoost [120MPH Top speed]	$ -	$ -
	1	18B	Black Platform Running Boards	$ 254.00	$ 254.00
	1	59E	Driver Only (Unity) Included with FSA Spec Note: NA with 54R/59S ; NA with 54Y/59S	$ -	$ -
	1	64H	Aluminum Wheels	$ 483.00	$ 483.00
	1	67P	Remote Keyless Entry Fob less Pats (4 key fobs)	$ 348.00	$ 348.00
	1	96W	Spray-in Bedliner, Toff: Dealer Installed	$ 642.00	$ 642.00
0	1	TINTA	Tint All Windows 4 Door Including Windshield Strip	$ 630.00	$ 630.00
0	1	2 TONE	Two Tone Paint Scheme, quoted per hour based on configuration. Paint Shop labor rate quoted per hour, ten hour minimum @ $200 / hr.	$ 2,000.00	$ 2,000.00
0	1	TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriffs Tag. Includes (TMP). Transfer Tag Charge: (Florida only: $90) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, includes (TMP)	$ 125.00	$ 125.00
0	1	TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and affixed to vehicle prior to delivery. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense.	$ 68.00	$ 68.00
0		TOTAL LABOR HOURS			
		Additional Notes			
UNIT COST					**$ 52,810.00**
TOTAL QUANTITY		**1**		***TOTAL PURCHASE***	**$ 52,810.00**

STANDARD EQUIPMENT PER FORD MOTOR COMPANY ORDER GUIDE 10/1/2025

	SE F150 A	MECHANICAL		
	SE F150 B	• Bumper and Fascia, Front–Black		
	SE F150 C	• 12” Productivity Screen in Instrument Cluster		
	SE F150 D	• AdvanceTrac®w/RSC®(Roll Stability Control)		
	SE F150 E	FORD CO-PILOT360TM TECHNOLOGY • FordCo-Pilot360TM2.0		
	SE F150 F	FUNCTIONAL		

JCO Corporation
851 Maguire Rd
Ocoee FL 34761-2915
United States
14073959066
sales@jcocorp.com
http://www.jcocorp.com

JCO CORPORATION
SPECIALTY VEHICLE UPFITTERS & SUPPLY

Quotation

ADDRESS
City Of Ocoee *1 North Bluford Ave* *Ocoee FL 34761* *United States*

SHIP TO
City Of Ocoee *646 Ocoee Commerse Pky Ocoee FL 34761* *Ocoee FL 34761* *United States*

QUOTATION #	DATE	CUSTOMER PO NUMBER	END USER
S06716	2026-06-29		

VEHICLE YEAR	MAKE	MODEL	VEHICLE NUMBER	VIN	LICENSE NUMBER
2027	Ford	F150	f150 patrol half cage fy27		

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	CONTRACT# ORL-IFB22-0160-3	0.0	0.00	$ 0.00
	Quote valid until 8/31/2026	0.0	0.00	$ 0.00
DS-PAN-435N-2	Docking Station for Panasonic TOUGHBOOK 55 Laptop with Standard Port Replication & Dual Pass-Through Antenna Connections with Havis Power Supply	1.0	1,068.44	$ 1,068.44
36-54085	WESTIN PUSH BUMPER ELITE XD 2021-C F-150 Police Responder/SSV/XL	1.0	637.10	$ 637.10
36-6015W4	PUSH BUMPER LIGHT CHANNEL 33.1 INCH WHELEN, 4 HOLE	1.0	43.22	$ 43.22
36-54085PB	PIT BAR ELITE-XD FOR USE WITH 36-54085 PUSH BUMPER ELITE-XD 2023 f150	1.0	480.94	$ 480.94
36-52065W	WING WRAPS FOR WESTIN PUSH BUMPER	1.0	288.94	$ 288.94
36-52065WC	Wire Cover Accessory For Push Bumper Elite XD	1.0	56.25	$ 56.25
EB2-WHELEN CORE PKG	54 " Duo Legacy WCX with Whelen Core Package	1.0	3,134.86	$ 3,134.86
CHOWLER	WCX Low Frequency Siren System	1.0	456.16	$ 456.16
SA315P	100 WATT SIREN SPEAKER (REQUIRES BRACKET)	1.0	194.59	$ 194.59
CEM16	WECANX 16 OUTPUT EXPANSION	1.0	160.92	$ 160.92

Please remit payment to our business office:

JCO Corporation
851 Maguire Rd
Ocoee FL 34761-2915
United States

JCO Corporation
851 Maguire Rd
Ocoee FL 34761-2915
United States
14073959066
sales@jcocorp.com
http://www.jcocorp.com

JCO CORPORATION
SPECIALTY VEHICLE UPFITTERS & SUPPLY

Quotation

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
I3JC	ION TRIO SUPER-LED LIGHTHEAD - RED/BLUE/WHITE - AVAILABLE WITH TRIO (THREE COLOR INTERLEAVED) TECHNOLOGY AND NEW LINEAR-LED® OPTICS. * Push Bumper light channel	4.0	172.14	$ 688.56
TLI2J	ION T DUO SURFACE MOUNT SUPER-LED LIGHTHEAD - RED/BLUE duo * pit wrap *rear doors	4.0	110.16	$ 440.64
TIONBKT1	ION T-SERIES UNIVERSAL MOUNT	2.0	11.40	$ 22.80
PSJ02FCR	STRIP-LITE+ DUO FLASHR RED/BLU * under tailgate	2.0	109.94	$ 219.88
VTX9J	VERTEX SUPER-LED DUO BLU/RED Reverse housing bed lights top of cab	2.0	70.20	$ 140.40
TCRWX5*DUO	WeCanX TRACER 5-LAMP HOUSING DUO	2.0	621.00	$ 1,242.00
JCO-75	75 AMP RELAY/DISCONNECT	1.0	40.00	$ 40.00
JCO-FIRE EXT	10# FIRE EXTINGUISHER WITH BRACKET	1.0	75.99	$ 75.99
PJ863	High-Resolution Full-Page Mobile Printer with Bluetooth® Wireless Technology and USB-C®	1.0	604.47	$ 604.47
LB3692	Brother Car Adapter	1.0	35.59	$ 35.59
UC2206	21-C F150 CREW CAB 5.5 FT BED-TEXTURED UNDERCOVER SE	1.0	1,218.08	$ 1,218.08
DCKDF4	Decked Truck Bed Storage System (5.6ft Bed) |	1.0	1,565.99	$ 1,565.99
SHOP SUPPLIES	MISC SUPPLIES	1.0	225.00	$ 225.00
LABOR-ORL-IFB22-0160-3	CONTRACT LABOR RATE PER IFB22-0160-3 23hrs at $95 per hour	1.0	2,375.00	$ 2,375.00
SHIPPING	Freight	1.0	500.00	$ 500.00
C-VSW-1700-F150-PM-4	Vehicle-Specific 17″ Wide Flat Console With Internal PocketJet 8 Printer Mount for 2021-2024 Ford F-150 Police Responder, Special Service vehicle (SSV), 2023-2024 Ford F-	1.0	946.28	$ 946.28
HAV-C-LP3	3 Lighter Plug Outlets	1.0	61.55	$ 61.55
cup2-1001	Self Adjusting Cup Holder	1.0	53.15	$ 53.15
C-HDM-214	8.5″ Heavy-Duty Telescoping Pole, Side Mount	1.0	189.52	$ 189.52
C-MD-119	11" Slide Out Locking Swing Arm with Low Profile Motion Device Adapter	1.0	281.07	$ 281.07
P1300FT21A	Singe Compartment, Pro-Cell, 1/3 Partition (OEM Rear Seat Only)	1.0	1,568.48	$ 1,568.48
CCP81T21	Cargo Cab Pro	1.0	901.04	$ 901.04

Please remit payment to our business office:

JCO Corporation
851 Maguire Rd
Ocoee FL 34761-2915
United States

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851 Maguire Rd
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14073959066
sales@jcocorp.com
http://www.jcocorp.com

JCO CORPORATION
SPECIALTY VEHICLE UPFITTERS & SUPPLY

Quotation

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
GPC8116S-H	Vertical Pro-cell Mount Single Weapon Tri-Lock Gun Rack w/Handcuff Key	1.0	401.76	$ 401.76
Vehicle Upfitting Service	Vehicle Upfitting Service	1.0	0.00	$ 0.00

Florida MV105333

SUBTOTAL	$ 20,318.67
TAX	$ 0.00
TOTAL	**$ 20,318.67**

Please remit payment to our business office:

JCO Corporation
851 Maguire Rd
Ocoee FL 34761-2915
United States

PHEAK SOLUTIONS LLC
DBA ONE DAY MASTERPIECES - DBA EXPRESS SIGNS - DBA ODMX
637 Palm Drive. Suite 100. Ocoee, FL 34761
natalia@odmxusa.com
(407) 857-9987
EIN #: 81-3718405

Quote 256319

Wrap New Vehicle - Ford F150 Responder

SALES REP INFO
Sean Kimmel
sean@onedaymasterpieces.com
(407) 588-9998

QUOTE DATE
06/26/2026

QUOTE EXPIRY DATE
08/31/2026

TERMS
Due on receipt

REQUESTED BY
_Ocoee Police Department

CONTACT INFO
Chris McKinstry
cmckinstry@ocoee.org
(407) 276-0943

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	**Artwork Setup**	1	Each	$150.00	$150.00	Y
2	**NEW VECHILE INSTALL** Manufacture and installation of digitally printed 3M 680CR reflective vinyl graphics for 2026 FORD F150 RESPONDER. Includes 3M protective overlaminate. Also includes cutting of lettering and graphics to shape and installation of new graphics at ODMX.	1	Each	$1,930.00	$1,930.00	Y

*Your order is completely custom. No cancellations or refunds will be approved once the quote is approved and put into production. All signage is the property of One Day Masterpieces until payment is received in full. Any product not picked up after 60 days of order completion will be disposed of at the discretion of One Day Masterpieces.
*Final proofing is the sole responsibility of the customer. Before giving approval, please examine all proofs carefully for the accuracy of the information presented, as well as correct spelling, punctuation, numbers, dimensions, graphics, colors and general layout. Two proof revisions per item are provided at no cost. Additional proofs will be billed at $25 per revision. Any changes made after proof approval will be done at the customer's expense.
There is a one year warranty on materials, parts and labor, excluding vandalism, intentional damage, extreme weather conditions, Acts of God and improper care or maintenance. If cleaning is necessary, use only a mild detergent solution with a soft brush or sponge. Under no circumstances should a pressure washer or harsh chemical be used. All sprinkler heads should be directed away from sign faces. Direct spraying may have an adverse effect on the finish. Any damage resulting from improper care or maintenance is the sole responsibility of the customer. *Warranty excludes coroplast or similar substrates.
*All orders not totaling $50.00 before taxes will have a $15.00 minimum order processing fee applied to the order.
*Review shipping contact name and address information carefully prior to quote approval to avoid potential additional charges and delays in receiving your order. ODM is not responsible for additional charges incurred if shipping information is incorrectly supplied and an order must be sent to a second delivery address. In addition, if a specific morning or afternoon time window is required for delivery, we must know this information in advance to quote shipping charges accurately. If we are not notified of these requirements prior to final quote approval, standard shipping will be quoted and your order delivered in a 5-hour window between 12 – 5, Monday through Friday.
* Beginning September 1, 2024, a 3% surcharge will be added to the total cost of your invoice if you request payment by credit card and your invoice is over $500.

Subtotal:	**$2,080.00**
Sales Tax (0%):	**$0.00**
Total:	**$2,080.00**

SIGNATURE: **DATE:**

STAFF REPORT

Meeting Date: August 4, 2026
Item #: 10

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Approval of Resolution Establishing Fines for Micromobility Violations. (Police Chief Ogburn)

Background Summary:

On July 7, 2026, the City Commission adopted Resolution No. 2026-09, creating Chapter 153, Article V, Section 153-40 of the City Code to regulate and govern the operation of electric bicycles, electric scooters, and other micromobility devices. The Code authorizes enforcement through warning notices, civil citations, noncriminal traffic citations when authorized by law, impoundment when authorized by law, and any other lawful enforcement mechanism available to the city. Staff is requesting the City Commission to amend the current fine and fee schedule to provide fines for violation of Chapter 153, Article V, Section 153-40 of the City Code. The fines requested for the enforcement of Chapter 153 - Streets and Sidewalks, Article V, Electric Bicycles, Electric Scooters, and Micromobility Devices are:

Fee Type	Current Fees	Proposed Fees
First Offense	$0	$15
Second Offense	$0	$30

Issue:

Should the Honorable Mayor and City Commission approve the proposed resolution to adopt the fines for the enforcement of Chapter 153, Article V, Section 153-40 of the City Code?

Recommendations:

Staff recommends that the Honorable Mayor and City Commission approve the proposed resolution to adopt the fines for the enforcement of Chapter 153, Article V, Section 153-40 of the City Code.

Attachments:
1. Resolution Establishing Fines for Micromobility Violations

Financial Impacts:
None

Type of Item: Consent

RESOLUTION NO. 2026-

A RESOLUTION OF THE CITY OF OCOEE, FLORIDA, AMENDING THE FINE AND FEE SCHEDULE OF THE CITY OF OCOEE TO INCLUDE FINES FOR VIOLATIONS OF CHAPTER 153, ARTICLE V, CITY CODE, REGULATING ELECTRIC BICYCLES, ELECTRIC SCOOTERS, AND OTHER MICROMOBILITY DEVICES; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 1, 2018, the City Commission of the City of Ocoee, Florida (the "City Commission") adopted Ordinance No. 2018-018, amending Chapter 16, relating to violations, to allow for enforcement by a Special Magistrate; and

WHEREAS, on May 1, 2018, the City Commission adopted Resolution No. 2018-010 to establish the City of Ocoee Ordinance Violation Fine and Fee Schedule for violations of the City Code pursuant to Ordinance No. 2018-018; and

WHEREAS, on July 7, 2026, the City Commission adopted Ordinance No. 2026-09, creating Chapter 153, Article V, Section 153-40 of the City Code to regulate and govern the operation of electric bicycles, electric scooters, and other micromobility devices; and

WHEREAS, Section 153-40 of the City Code authorizes enforcement through warning notices, civil citations, noncriminal traffic citations when authorized by law, impoundment when authorized by law, and any other lawful enforcement mechanism available to the City; and

WHEREAS, the City Commission intends to amend the City of Ocoee Ordinance Fine and Fee Schedule to provide fines for violations of Chapter 153, Article V, Section 153-40 of the City Code.

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

SECTION ONE. **Authority.** The City Commission of the City of Ocoee has the authority to adopt this Resolution pursuant to its Home Rule powers in Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes, and section 316.2128, Florida Statutes and section 316.008, Florida Statutes.

SECTION TWO. Amending Fine and Fee Schedule. The City Commission of the City of Ocoee, Florida, hereby amends and adopts the City of Ocoee Ordinance Violation Fine and Fee Schedule, for violations of certain provisions of the Code of Ordinances as provided in EXHIBIT A, attached hereto and by this reference made a part hereof.

SECTION THREE. 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 FOUR. Conflicts and Inconsistencies. In the event of any conflict or inconsistency with any prior Resolution, this Resolution shall be deemed to prevail to the extent of such conflict or inconsistency.

SECTION FIVE. Effective Date. This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this ___ day of _____, 2026.

ATTEST:

_____
Melanie Sibbitt, City Clerk

(SEAL)

APPROVED:
CITY OF OCOEE, FLORIDA

_____
Rusty Johnson, Mayor

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: _____
Richard S. Geller, City Attorney

EXHIBIT A
CITY OF OCOEE ORDINANCE VIOLATION FINE AND FEE SCHEDULE

Ordinance	Fine/Fee
Chapter 48 - Boats and Boating, Article 111, Bow Fishing	$100.00
Chapter 61 - Cemeteries First Offense Second and Subsequent Offense (second and subsequent offense within I? months of date of last offense)	 $50.00 $100.00
Chapter 75 - Nuisance False Alarm Response Fee Fourth and Subsequent Offense (fourth and subsequent false alarms within a six-month period, calculated from the date of the first false alarm)	$100.00
Chapter 113 - Noise - Loud, Unnecessary or Disturbing First Offense Second and Subsequent Offense (second and subsequent offense within 12 months of date of last offense)	 $50.00 $100.00
Chapter 124 - Parks, Recreation, and Other Community Facilities First Offense Second and Subsequent Offense (second and subsequent offense within 12 months of date of last offense)	 $50.00 $100.00
Chapter 153-4C - Streets and Sidewalks, Prohibitions (Human Signage)	$100.00
Chapter 153 - Streets and Sidewalks, Article Ill, Golf Carts on Public Streets	$100.00
Chapter 153 - Streets and Sidewalks, Article V, Electric Bicycles, Electric Scooters, and Micromobility Devices First Offense Second and Subsequent Offense	 $15.00 $30.00
Chapter 164 - Registration, Maintenance, and Security of Abandoned Real Property Registration Failure to Register	 $200.00 $500.00
Chapter 168 - Vehicle and Traffic Parking No Disabled/Handicap Sticker/Placard Permit	 $40.00 $250.00
Chapter 176 - Fertilizer Management, Grass Clippings and Vegetative Material/Debris, and Pet Waste First Violation Second Violation Third and Subsequent Violations	Written Notice (Residential) Written Notice (Commercial) $50.00 (Residential) $500.00 (Commercial) $ I 00.00 (Residential) $750.00 (Commercial)
Chapter I 80, Article V, Section 5-20 - Dog Friendly Restaurants No Permit First Offense Second Offense Third and Subsequent Offenses After Permit is Acquired - Failure to Follow General Requirements Stated in Section 5-20 (Fines are assessed per offense; an offense is committed for each requirement not met) First Offense Second Offense Third Offense	 Written Warning $250.00 $500.00 (per offense) $50.00 (per offense) $ I 00.00 (per offense) Permit Revocation
Administrative Fee (including filing fee)	$50.00

STAFF REPORT

Meeting Date: August 4, 2026
Item #: 11

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Approval to Trade in Older Rifles for Credit Towards the Purchase of New Rifles. (Police Chief Ogburn)

Background Summary:
The Ocoee Police Department would like approval to trade in seven older-model Ruger rifles for seven new FN short-barreled rifles. The rifles to be traded in are 10 years old, have maintenance issues, and must be serviced more frequently than the new rifles, due to their age. The trading of these rifles will help ensure that the department's equipment remains modern and operationally consistent. Earlier this fiscal year, we purchased nine FN short-barreled rifles with the goal of eventually replacing all the older-model Rugers within the agency to ensure consistency in the weapons used. SSD International has offered the Ocoee Police Department a $2,100.00 trade-in credit for the seven older rifles. In exchange, the Ocoee Police Department would use this credit toward the purchase of seven new FN short-barreled rifles, which would cost the agency $7,315.00.

Issue:
Should the Honorable Mayor and City Commission approve the trade-in of seven older-model Ruger rifles for seven newer-model FN short-barreled rifles?

Recommendations:
Staff recommends that the Honorable Mayor and City Commission approve the trade-in of seven older-model Ruger rifles for seven newer-model FN short-barreled rifles.

Attachments:
1. Sales Quote

Financial Impacts:
These funds will come from GL# 001-521-00-5230.

Type of Item: Consent

MILITARY & LAW ENFORCEMENT SERVICES

1349 South Orange Blossom Trail, Apopka, FL 32703 Tel. 407.410.6914

SALES QUOTATION

QUOTED BY:
Brad Ryan
Director of Sales
Brad@ssdinternationalinc.com

DATE: 07/21/2026
QUOTE: OCOEEPD-47

SELL TO:
Ocoee Police Department
646 Ocoee Commerce Pkwy
Ocoee, FL 34761
407-905-3160

SHIP TO:
Ocoee Police Department
646 Ocoee Commerce Pkwy
Ocoee, FL 34761
407-905-3160

ITEM #	DESCRIPTION	QTY	PRICE	TOTAL
36-100862	FN15 11.5 SRPG2P CHF Barrel MBUIS/Mil Spec Trigger	7	$1,139.00	$7,973.00
88066	Streamlight ProTac Rail Mount HL-X w/ remote pressure switch tailcap switch mounting hardware and M-LOK mount BLK	7	$121.00	$847.00
MAG608-BLK	Magpul M-LOK Hand Stop Kit, Includes one M-LOK Hand Stop, one M-LOK Index Panel, and one M-LOK Rail Cover Type 2, Black	7	$19.00	$133.00
MAG518-BLK	Magpul MS4® Dual QD Sling GEN2 BLK	7	$66.00	$462.00
TRADE G	Dept. Trade Ruger AR556 16" 5.56mm w/ 1 30 rd Mag	-7	$300.00	-$2100.00
SHIP	SHIPPING	1	$0.00	$0.00
			Total	**$7,315.00**

TERMS AND CONDITIONS

Prices are US Dollars.
Quotes are valid for 30 days. Prices are subject to change after 30 days.
Payment Terms: Purchase Order, payable within 30 days of delivery.
Returns: All returned and cancelled orders are subject to a 25% restocking fee. Return shipments require an RA number before products can be shipped back to the manufacturer or SSD.
Shipment Terms: Delivery to agency. Freight paid on orders over $5k in value.
Estimated time to shipping: 120-180 days after receipt of signed purchase order.

STAFF REPORT

Meeting Date: August 4, 2026
Item #: 12

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

Department Director: Steven Weber
City Manager: Craig Shadrix

Subject: Approval of the One-Year Optional Renewal of the Continuing Contracts for RFP #21-005 Continuing Geotechnical Testing Services. (Procurement Manager Tolbert)

Background Summary:

The City of Ocoee (City) entered into a five-year term contract on August 17, 2021, for continuing geotechnical testing services with the following four (4) firms: Geotechnical & Environmental Consultants, Inc.; Professional Services Industries, Inc.; Tierra, Inc.; and NADIC Engineering. These contracts provide geotechnical testing services for projects such as large and small-scale water, sewer, and reclaimed utility projects, road construction and/or rebuild construction, extensions and/or stormwater related projects, and other geotechnical type projects.

The term of the existing contracts expires on August 16, 2026. However, the contract allows the City the option of extending the term an additional one (1) year. A new solicitation for these services will be advertised in the coming year and execution of contracts awarded under the new solicitation will supersede and cause early termination of the current contracts.

Issue:

Should the Honorable Mayor and City Commission extend the term of the continuing contracts for RFQ 21-005 Continuing Contracts for Geotechnical Testing Services for an additional one (1) year until August 16, 2027?

Recommendations:

Staff recommends the Honorable Mayor and City Commission:
1. Approve the one (1) year optional renewal for RFQ 21-005 Geotechnical Testing Services for the existing term contracts with Geotechnical & Environmental Consultants, Inc.; Professional Services Industries, Inc.; Tierra, Inc.; and NADIC Engineering.
2. Authorize the Mayor, City Clerk, and staff to execute all necessary contract documents with these four (4) firms.
3. Authorize the City Manager to approve change orders to this contract up to the limit of his purchasing authority for each change order and up to the budgeted amount each fiscal year for all change orders.

Attachments:

1. Contract - Tierra
2. Contract - PSI
3. Contract - Nadic
4. Contract - GEC

Financial Impacts:
Funding for each task order/purchase order for geotechnical testing services will be as budgeted each fiscal year, in accordance with the State of Florida Consultants' Competitive Negotiations Act (CCNA).

Type of Item: Consent

CONTINUING CONSULTING AGREEMENT FOR GEOTECHNICAL TESTING SERVICES

THIS AGREEMENT made and entered into this 17th day of August, 2021 by and between the **CITY OF OCOEE, FLORIDA**, a Florida municipal corporation, hereinafter referred to as "CITY", and **TIERRA, INC.**, a Florida corporation, hereinafter referred to as "CONSULTANT".

WHEREAS, the CITY needs geotechnical testing services to be performed on a continuing and periodic basis as the need for such services may arise, per the CITY's RFQ #21-005 Continuing Contracts for Geotechnical Testing Services, attached as Exhibit A; and

WHEREAS, the CITY desires to employ the CONSULTANT in connection with the geotechnical testing services required, upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing such services upon said terms and conditions, per CONSULTANT'S qualification package attached as Exhibit B; and

WHEREAS, the CITY shall have the option to use the CONSULTANT's professional geotechnical testing services ("Services"), as further described below, for City projects (hereinafter referred to as "Project" or "Projects"); and

WHEREAS, the City has selected the CONSULTANT in accordance applicable law and the rules and ordinances of the City, and this Contract shall constitute a continuing contract to perform services on an as needed basis over a period of time;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION I

SCOPE OF SERVICES

1. CONSULTANT hereby agrees to perform for the CITY geotechnical testing services which may include services in all phases of a Project. The scope of work to be

performed through task orders issued under the continuing contract may consist of, but will not necessarily be limited to: soils investigation for design purposes including season and high ground water levels, soil stability, drainage associated with hydrological groundwater modeling, supporting documentation for permitting, and construction administrative support (materials testing). Various geotechnical testing services for City projects; such projects include large and small scale water, sewer, and reclaimed utility projects, road construction and/or rebuild construction, extensions and/or stormwater related projects, and other geotechnical type projects. There may also be a periodic need to conduct Phase 1 environmental reviews and environmental lien searches related to the possible acquisition of real property by the City. A variety of testing and consultative tasks will be required in various combinations depending on the needs of each project, as requested by the CITY, through the issuance of a Services Authorization (Task Order) issued pursuant to this Agreement.

2. CONSULTANT shall perform such services in accordance with the terms and conditions of this Contract and with applicable regulations and requirements of all interested government agencies. It is expressly understood, however, that the CITY shall have no obligation to authorize CONSULTANT to perform any services under this Contract, and may, in its sole discretion, retain other consultants to perform any or all of the services authorized under this Contract.

3. CONSULTANT shall utilize sufficient qualified personnel acceptable to the CITY to perform all services under this contract and any Services Authorization issued hereunder. CONSULTANT shall promptly remove any person from performing services as the CITY shall request in writing (which request may be made by the CITY with or without cause), and promptly replace such person with a person who shall be approved in writing by the CITY. CONSULTANT agrees to include a similar provision in its agreements with any and all Subconsultants.

SECTION II

TERM

1. Continuing Contract. This Agreement shall continue in full force for an initial period of three (3) years, beginning on **August 17, 2021**, with two (2) automatic one-year renewable extensions, for a total of five (5) years. Each one-year renewable term shall automatically be renewable for the next succeeding one-year term with the condition that the CITY'S obligation to pay under this Agreement for each year is contingent upon the CITY in its good faith judgment having sufficient funds to make an annual appropriation for the Services to be provided under this Agreement. The Agreement shall continue in full force and effect from the date first written above or until terminated in accordance with this Agreement. The CITY shall have the option of extending the term an additional one (1) year. The above time periods may be extended to complete Services being rendered under a Project that has already been identified in a Services Authorization issued prior to the expiration of the Agreement.

2. The CITY shall, from time to time at its sole discretion, authorize the CONSULTANT in writing to provide Services under this Agreement by issuing a Services Authorization. A Services Authorization shall, by mutual agreement of the parties, set forth, (1) the Scope of Services, (2) the time for performance, (3) method and amount of compensation, (4) the items to be provided to the CITY, and (5) the services, information and data that can be provided by the CITY to the CONSULTANT.

3. The CITY does not guarantee, warrant, or represent that any number of Projects or any particular type of Project will be assigned to the CONSULTANT under the terms of this Agreement. Furthermore, the purpose of this Agreement is not to authorize a specific Project, but to set forth certain duties, obligations, rights, and responsibilities that may be incorporated by reference into any Services Authorization that may be mutually agreed to by the parties. The

CITY shall have the sole discretion to select the Project(s), if any, that may be given to the CONSULTANT.

4. The CONSULTANT shall perform any and all Services in a timely, efficient and cost-effective manner and in a manner that comports with the standards of geotechnical testing services ordinarily exercised by reputable members of Consultant's profession.

SECTION III

COMPENSATION

1. Method of Payment: For services rendered by CONSULTANT under a Services Authorization, the CITY shall pay CONSULTANT by one of the following methods: (i) a lump sum amount; or (ii) per diem or hourly rates which shall be used as the basis, along with reimbursable expenses, for establishing a guaranteed maximum price ("GMP") which shall not be exceeded. For Services Authorizations issued with a GMP, the CITY shall reimburse CONSULTANT for the cost of permissible out-of-pocket expenses (hereinafter referred to as "Reimbursable Expenses") incurred by CONSULTANT in the performance of services. A Reimbursable Expenses budget, if required, shall be included within each Services Authorization priced on a GMP basis. Reimbursable Expenses means the actual, necessary, and reasonable expenses incurred directly or indirectly in connection with the Project and may include expenses for reproduction, presentation materials and supplies, photography and video, travel outside of Orange and Seminole Counties, postage, overnight or express mail, long distance telephone, and facsimile costs. Travel expenses shall be submitted in accordance with Florida Statute § 112.061 (2008). Travel and per diem charges shall not exceed the limits allowed under applicable Florida Statutes.

2. CONSULTANT shall submit to CITY the invoices of CONSULTANT, in detail sufficient for a proper preaudit and postaudit thereof.

3. CITY shall pay CONSULTANT not later than thirty (30) calendar days of its receipt of CONSULTANT'S invoices, unless, within the 30-day period, the CITY, 1) notifies CONSULTANT of an objection to the PAYMENT amount, and 2) either provides CONSULTANT with a determination of the proper PAYMENT, or requests further information from CONSULTANT so that a proper PAYMENT can be calculated and agreed upon by the parties.

4. The CITY's objection to the PAYMENT amount shall be accompanied by the CITY's remittance of any undisputed portion of the PAYMENT.

5. Upon the termination of this AGREEMENT, CONSULTANT shall prepare a final and complete payment statement for all SERVICES and reimbursable expenses incurred since the posting of the last payment statement, and through the date of termination. CONSULTANT also agrees to maintain, and to cause each of its subcontractors to maintain complete and accurate books and records (BOOKS) in accordance with sound accounting principles and standards, in a form acceptable to the CITY, and relating to all SERVICES and related costs and expenditures to the CITY that have been contracted for and paid during the life of this AGREEMENT. The BOOKS shall identify the SERVICES rendered during each month of this AGREEMENT, the date that each PROJECT expense was incurred, and whether the expense was SERVICE or reimbursable-related.

6. The BOOKS may (but need not) be kept separate and apart from CONSULTANT's other books; but the CITY shall have the right, at any reasonable time and through any of its designated agents or representatives, to inspect and audit the BOOKS for the purpose of verifying the accuracy of any payment statement.

7. CONSULTANT shall retain the BOOKS, and make them available to the CITY as specified above, until the later of five (5) years after the date of termination of this AGREEMENT, or five (5) years from the date of the final payment statement (of the PROJECT)

prepared for the CITY, or such longer time if required by any federal, state, or other governmental law, regulation, policy, or contractual or grant requirement or provision.

8. When the CITY has reasonable grounds for belief (or information to believe) that, 1) CONSULTANT will be unable to perform the SERVICES; or 2) a pending or meritorious claim exists against CONSULTANT or the CITY arising out of CONSULTANT's negligence or CONSULTANT's breach of any provision of this AGREEMENT; then the CITY may withhold a payment otherwise due and payable to CONSULTANT. This provision is intended solely for the benefit of the CITY.

9. The acceptance by CONSULTANT, its successors, or assigns, of any final payment due upon the termination of this AGREEMENT, shall constitute a full and complete release of the CITY from any and all claims, demands, or causes of action whatsoever that CONSULTANT, its successors, or assigns may have against the CITY under the provisions of this AGREEMENT.

SECTION IV

INDEMNIFICATION AND INSURANCE

1. Indemnification. The CONSULTANT shall indemnify, defend and hold harmless the City, its representatives, employees, and elected and appointed officials, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed or utilized by the CONSULTANT in the performance of any professional services rendered under this Agreement or any Services Authorization issued pursuant to this Agreement. For purposes of compliance with Florida law, CONSULTANT acknowledges that this provision shall be deemed a part of the project specifications or the bid documents.

2. Insurance The CONSULTANT shall purchase, maintain, and keep in full force, effect, and good standing, such insurance that is further described below, and any other insurance

necessary to fully protect it from claims of the nature that are detailed below, that may arise out of, or result from, the CONSULTANT's operations, performance, or Services, or all of these things, or any of these things in combination (CONSULTANT's Operations), whether the CONSULTANT's Operations are by the CONSULTANT, any of its agents or Subconsultants, or anyone for whose act or acts it may be liable. The CONSULTANT'S insurance carrier shall be licensed to do business in the State of Florida and shall have an A.M. Best Rating of A or better. The insurance required by this Subsection shall be written for not less than the limits of liability specified below, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the CONSULTANT's obligation under this Agreement.

3. The CONSULTANT shall provide evidence of insurance in the form of a certificate of insurance issued on behalf of the City of Ocoee by companies acceptable to the City at the following minimum limits and coverage's with deductible amounts acceptable to the City. The CONSULTANT shall not commence any work in connection with this contract or any applicable Services Authorization until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the CONSULTANT allow any Sub-consultant to commence work on a subcontract until all similar insurance required of the sub-consultant has been so obtained and approved. Policies shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a rating deemed acceptable to the City. Policies for Workers' Compensation may be issued by companies authorized by applicable Florida law. The following insurance requirements are also applicable:

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

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

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

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

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

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

g) Owner's Protective Liability Insurance: (Not applicable for Design Services). As applicable for construction projects, providing coverage for the named insured's liability that arises out of operations performed for the named insured by independent

consultants and are directly imposed because of the named insured's general supervision of the independent consultant. The Consultant shall procure and furnish an Owner's Protective Liability Insurance Policy with the following limits: $1,000,000, and per occurrence, $2,000,000. Aggregate and naming the City of Ocoee as the Named Insured.

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

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

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

4. City As Additional Insured. The CITY shall be listed as an additional insured on all insurance coverage required by this Agreement, except Worker's Compensation and Professional Liability errors and omissions insurance. Furthermore, all other insurance policies pertaining to the Services to be performed under this Agreement shall memorialize that the CONSULTANT's, or the CONSULTANT's Subconsultant's, or all of these entities' (Primary Insureds) insurance, shall apply on a primary basis, and that any other insurance maintained by the CITY shall be in excess of and shall not contribute to or be commingled with the Primary Insured's insurance.

5. CITY's Right to Inspect Policies. The CONSULTANT shall, in the event of a material claim, upon thirty (30) days' written request from the CITY, deliver copies to the CITY of any or all insurance policies that are required in this Agreement.

SECTION V

TERMINATION

1. Termination Without Cause. This Agreement may be terminated by either party by delivering a thirty (30) written notice to the other party. In the event of the termination of this Agreement, any liability of one party to the other arising out of any Services rendered, or any act or event occurring prior to the termination, shall not be deemed to be terminated or released. The CONSULTANT shall be paid for Services completed prior to receipt of the termination notice and for reasonable termination settlement costs relating to commitments which had become firm prior to the termination; however, payment to the CONSULTANT will exclude any and all anticipated supplemental costs, administrative expenses, overhead and profit on uncompleted Services.

2. Termination for Cause. In addition to any other termination provisions that may be provided in this Agreement, the CITY may terminate this Agreement, or any Services Authorization issued under this Agreement, in whole or in part, if the CONSULTANT (1) makes a willfully false payment statement; (2) substantially fails to perform any material obligation under this Agreement or Services Authorization and does not remedy the failure within five (5) calendar days after receipt by the CONSULTANT of written demand by the CITY, or (3) refuses to allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from § 24(a) of Article I of the State Constitution and Florida Statutes § 119.07(1). The CONSULTANT may terminate this Agreement or any Services Authorization issued under this Agreement, if the CITY fails to perform any material obligation under this Agreement, and does not remedy the failure within

fifteen (15) calendar days after receipt by the CITY of written demand from the CONSULTANT.

3. Upon termination of this Agreement for Cause by the CITY, the City may pay the CONSULTANT for those Services actually rendered and contracted for under a Services Authorization, and those reasonable and provable expenses required by any Services Authorization and actually incurred by the CONSULTANT for Services prior to the effective date of termination. Such payments, however, shall be, 1) reduced by an amount equal to any additional costs and damages incurred by the CITY as a result of the default(s) of the CONSULTANT, including all incidental and consequential fees and expenses.

4. Delivery of Materials Upon Termination. In the event of termination of this Agreement (or any Services Authorization) by the CITY, prior to the CONSULTANT's satisfactory completion of all the Services described or alluded to herein, the CONSULTANT shall promptly furnish the CITY, at no additional cost or expense, with one (1) copy of the following items (Documents), any or all of which may have been produced prior to and including the date of termination: data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by the CONSULTANT, or by any Subconsultant, in rendering the Services described herein, and not previously furnished to the CITY by the CONSULTANT pursuant to this Agreement, or any Services Authorization. The Documents shall be the sole property of the CITY, and the CITY shall be vested with all rights provided therein of whatever kind and however created. The CONSULTANT shall also require that all such Subconsultants agree in writing to be bound by the provisions of this Subsection.

SECTION VI

SUSPENSION

The CITY has the right to suspend the CONSULTANT's Services (in whole or in part) rendered under this Agreement or any Services Authorization. However, if the CITY suspends the CONSULTANT's Services pursuant to any Services Authorization, the CITY will add to the period of service for such Services Authorization a period not less than the duration of such suspension and compensate the CONSULTANT for the reasonable and provable additional costs it has incurred as a direct and proximate result of such suspension.

SECTION VII

NOTICES

1. All notices denominated as such by this Agreement, or the City Code, or Florida law, required to be given to the CONSULTANT hereunder shall be in writing, and shall be given by hand-delivery or United States mail, postage prepaid, addressed to:

TIERRA, INC.
591 Susan B. Britt Court
Winter Garden, FL 34787
Attention: Jeff Begovich

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, City Engineer.

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 geotechnical testing 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.

(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.

ATTEST:

Sarah Carr
Name: Sarah Carr

ACCEPTED:
TIERRA, INC.

By: _____
Name: Jeff Bigovich
Title: VP

(SEAL)

TIERRA, INC. CORPORATE SEAL November 20, 1992 Florida

ATTEST:

_____
Name: Melanie Sibbitt
Title: City Clerk

APPROVED:

CITY OF OCOEE, FLORIDA

By: _____
Name: Rusty Johnson
Title: Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA APPROVED AS TO FORM AND LEGALITY this 17th day of Aug., 2021

SHUFFIELD, LOWMAN & WILSON, P.A.

BY: _____
Scott A. Cookson, City Attorney

APPROVED BY THE OCOEE CITY COMMISSION AT A MEETING HELD ON July 20, 2021
UNDER AGENDA ITEM NO. 8.

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: Sarah Carr
Print Name: Sarah Carr
Title: Admin Assistant

CONSULTANT:
TIERRA, INC.

BY: _____
Print Name: Jeff Begovich
Title: V.P.

STATE OF FLORIDA }

COUNTY OF Orange }

PERSONALLY APPEARED before me, the undersigned authority, Jeffrey Begovich, [✓] 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 2 day of August, 2021.

JACLYN CYR
MY COMMISSION EXPIRES OCTOBER 1, 2024
#HH 005564
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

_____
NOTARY PUBLIC

Print Name: Jaclyn Cyr
My Commission Expires: 10/1/24

EXHIBIT A

RFQ #21-005 CONTINUING CONTRACTS FOR GEOTECHNICAL TESTING SERVICES

CITY OF OCOEE

REQUEST FOR QUALIFICATIONS
(RFQ) #21-005

CONTINUING CONTRACTS FOR GEOTECHNICAL TESTING SERVICES

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FOR
RFQ #21-005
CONTINUING CONTRACTS FOR GEOTECHNICAL TESTING SERVICES

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Request for Qualifications, Legal Advertisement

The City of Ocoee, Florida, (the "City") is soliciting sealed statements of qualifications for **RFQ #21-005 CONTINUING CONTRACTS FOR GEOTECHNICAL TESTING SERVICES.** Qualification packages will only be accepted electronically through Negometrix4, a free e-Procurement platform, **until 2:00 pm, local time, on May 4, 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@ci.ocoee.fl.us. 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 April 4, 2021.

CITY OF OCOEE
REQUEST FOR QUALIFICATIONS "RFQ" #21-005
CONTINUING CONTRACTS FOR GEOTECHNICAL TESTING 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 qualification from geotechnical testing firms that are interested in providing such services for City projects. Such projects include large- and small-scale water, sewer, and reclaimed utility projects, road construction and/or rebuild construction, extensions and/or stormwater related projects, and other geotechnical type projects. There may also be a periodic need to conduct Phase 1 environmental reviews and environmental lien searches related to the possible acquisition of real property by the City. A variety of testing and consultative tasks will be required in various combinations depending on the needs of each project.

   Responding firms (Respondent, Firms, Bidder, Proposer) must be experienced in providing geotechnical testing services for projects of a scope and nature comparable to those described. Use of qualified subconsultants for specialty work is acceptable. To be considered, the firm shall be qualified by a licensed professional in accordance with Florida State law and be familiar with all applicable State of Florida, St. Johns River Water Management District, Orange County, and City land development codes, regulations, and laws, and with City and Orange County construction standards.

   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. Geotechnical Testing 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 to at least three (3) Respondents, if possible, deemed to be the most highly qualified to perform the required services. In determining whether a firm or individual is qualified, the City shall consider criteria set forth in the RFQ. The firm selected by the City will provide professional services to the City on an as-needed basis, based upon task orders to be issued by the City under the continuing contract. The continuing contract shall have an initial three (3) year period plus two automatic one-year renewable extensions, and one (1) year optional renewal at the City's discretion.

3. Prospective respondents may secure a free copy of the documents required for submitting a response through Negometrix's Negometrix4 platform by accessing the City's published solicitation page at https://app.negometrix.com/buyer/748. Please visit https://www.ocoee.org/323/Purchasing for more information. Prospective respondents will be provided with all information regarding this RFQ, addenda, and changes to the project requirements through the Negometrix4 platform. Partial sets of the documents required for submitting a statement of qualifications will not be issued. By using Negometrix, prospective respondents will be provided with all information

regarding this RFQ. all addendums and changes to the project requirements; there is no charge to use the Negometrix e-procurement platform.

4. Each qualification package should consist minimally of a cover letter, statement of qualifications, conflict of interest disclosure form and company information form (attached at the end of these instructions). Please also include a copy of all applicable licenses held by firms or key subconsultants proposing to perform the work. Statements of qualifications should be limited to a total of **forty (40) 8.5"x 11" pages** (including any resumes and maximum 2-page cover letter but excluding front and back covers, dividers, table of contents, and company information form), single-sided, portrait orientation, 12-point font. Additional submission instructions are supplied below in Section D. Any qualifications package failing to conform to these specifications may be subject to rejection. **The person signing the signature sheet on behalf of the respondent must have the legal authority to bind the respondent to the submitted qualification package and shall be understood to do so.** All expenses for providing qualification packages to the City shall be borne by the respondent.

5. The City utilizes Negometrix, an e-procurement platform, Negometrix4 version. The City is **ONLY** accepting electronic solicitation responses online through the City's Negometrix4 platform at https://app.negometrix.com/buyer/748. This link can also be accessed through the City's website at https://www.ocoee.org/323/Purchasing under the ***Current Open Solicitations*** menu. All responses for this bid **MUST** be submitted through the Negometrix4 platform. Bid/RFP/RFQ submissions received in any other format will not be accepted; no paper, fax, or e-mailed submissions will be accepted. **There is no charge to use the Negometrix electronic bid submission platform**.

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

   Once your company is registered with Negometrix, you will be able to submit your bid/proposal/qualification statement securely, any time before the bid deadline, at https://app.negometrix.com/buyer/748 by clicking the PARTICIPATE BUTTON under the solicitation. Qualification Statements submitted on Negometrix4 will remain locked and inaccessible by City staff until the bid deadline. Respondents are encouraged to allow ample time to upload and submit your Response as the system will automatically lock responses upon the bid deadline. A virtual public RFQ opening will be held on the date and time indicated below. Details on how to access the virtual bid opening will be located on the City's website at https://www.ocoee.org/959/Public-Bid-Meetings.

6. Respondents shall submit one (1) complete electronic copy, preferably in a single file, of their qualifications package on the Negometrix4 platform. Qualification packages must be received by Negometrix4 no later than **2:00 p.m. (local time) on May 4, 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@ci.ocoee.fl.us. Deadline for receipt of written inquiries will be **April 27, 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 amount of $1 million on 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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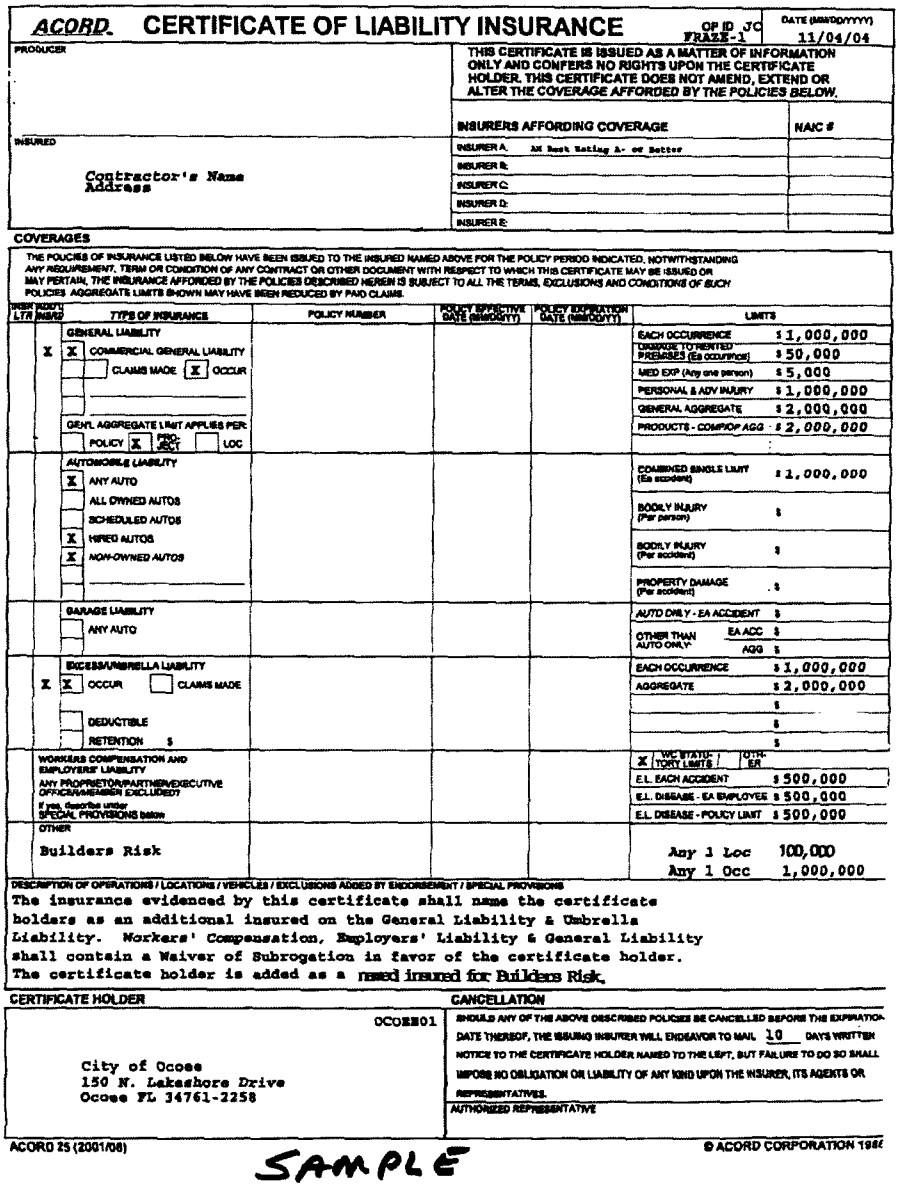


ACORD. CERTIFICATE OF LIABILITY INSURANCE

OP ID JC FRASE-1

DATE (MM/DD/YYYY) 11/04/04

PRODUCER

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

INSURERS AFFORDING COVERAGE — NAIC #

INSURED

Contractor's Name
Address

INSURER A: A# 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				
		X HIRED AUTOS				BODILY INJURY (Per accident) $
		X NON-OWNED AUTOS				
						PROPERTY DAMAGE (Per accident) $
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT $
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC $
						AGG $
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE $1,000,000
X	X	OCCUR [ ] CLAIMS MADE				AGGREGATE $2,000,000
		DEDUCTIBLE				$
		RETENTION $				$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				X WC STATU-TORY LIMITS / OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT $500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE $500,000
						E.L. DISEASE - POLICY LIMIT $500,000
		OTHER				
		Builders Risk				Any 1 Loc 100,000
						Any 1 Occ 1,000,000

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

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

CERTIFICATE HOLDER

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 City of Ocoee, Florida (City), in conformance with its policies and procedures, is soliciting statements of qualification from geotechnical testing firms that are interested in providing such services for City projects. Such projects include large- and small-scale water, sewer, and reclaimed utility projects, road construction and/or rebuild construction, extensions and/or stormwater related projects, and other geotechnical type projects. There may also be a periodic need to conduct Phase 1 environmental reviews and environmental lien searches related to the possible acquisition of real property by the City. A variety of testing and consultative tasks will be required in various combinations depending on the needs of each project.

Each firm proposing to provide geotechnical testing services to the City shall provide a complete list of all such services normally available from that firm. Work will be requested through a task work order to which the firm will provide a price proposal. The City may reject or accept the statement of qualifications, request additional information, or negotiate a different mix of services and/or prices. Once an agreement is reached, the work will be authorized through a City purchase order. The task work order will be used to determine the expected quantity and nature of the services required for the covered project(s). The purchase order will authorize a specified maximum cost for services to be provided. Project conditions may alter the number and nature of tests and services provided over the course of the work, so long as the maximum budget authorized is not exceeded.

The City intends to award continuing contracts to no fewer than three (3) firms, if possible, deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the City shall consider criteria set forth in the RFQ. The continuing contract shall have an initial three (3) year period plus two automatic one-year renewable extensions, and a one (1) year optional renewal at the City's discretion.

The following list is a representative sample of the tasks to be procured, as needed, for City projects:

Roadway-related Services:

1. Stabilized subgrade in-place density test
2. Stabilized subgrade depth verification test
3. Stabilized subgrade strength verification test (Limerock Bearing Ratio)
4. Limerock in-place density test
5. Limerock depth verification test
6. Limerock modified proctor test
7. Soil cement testing, crushed concrete for base
8. Asphaltic concrete extraction & gradation test, per day
9. Mobilization of equipment
10. Asphalt core testing for depth & density w/patching of core hole, per core
11. Laboratory test of asphalt cores for density

Utility-related Services:

1. Pipe in-place density tests (typically 1 test per 300 ft. of pipe for every 1 ft. of backfill)
2. Structure in-place density test (typically 1 test per structure per 1 ft. of backfill)
3. Modified proctor test

Building-related Services:

1. Footing foundation soil density test
2. Concrete slump test
3. Soil bearing test

Miscellaneous Services:

1. Phase 1 environmental review
2. Environmental lien search
3. Engineering technician, per hour
2. Engineer review, per hour
3. Engineering review and administrative overhead, as a percent of the total task
4. Other service not explicitly listed above but customarily provided by the firm as part of its geotechnical testing services

The list given above is representative but not complete. Interested firms must be experienced in providing services for projects of a scope and nature comparable to those described. Use of qualified sub-consultants for specialty work is acceptable. To be considered, the firm shall be a licensed to do business of this type 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.

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 shall provide information relative to their ability to provide services that will best meet the needs of the City.

The City of Ocoee requires comprehensive responses to every section within this RFQ. To facilitate the review of the responses, firms should follow the described response format. The intent of the RFQ format requirements is to expedite review and evaluation. It is not the intent to constrain firms with regard to content, but to assure that the specific requirements set forth in this RFQ are addressed in a uniform manner amenable to review and evaluation. In order to simplify the review process and obtain the maximum degree of comparison, the Respondent should use the following format in responding to the RFQ and missing material may cause your submission to be evaluated accordingly:

I. Firm's Qualifications

- Firm's and key employee's certifications and licenses with regulatory agencies, professional organizations, etc.

- List firm's key sub-consultants, their qualifications, and their role in providing these services, if applicable.
- List of firms' other current or recently completed similar services within the past two (2) years with other public or private agencies.
- List of at least three (3) client references to include organization name, contact person, telephone number (s), and e-mail address.
- Firm's project organization and coordination structure
- Firm's understanding of the services requested and how the firm would accomplish the work

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

- List the location of all offices (firm and key sub-consultants) involved with this project and approximate distance (in miles) and time (in hours) to City Hall.
- Conflict of Interest Disclosure p. 18
- Receipt of any addenda issued. p. 19
- Summary of Litigation, if none please so state. 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
- Company Information/Signature Sheet p. 20.

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
37 days later	Qualification statements distributed to selection committee
45-60 days later	Selection 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.

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. Experience of the firm and key personnel • Past Performance and Experience of the Firm • Past Performance and Experience of the Team Members • Past Performance and Experience with or in the City • Overall Experience • Affect of Legal Action Against the Firm • References, Licenses with Regulatory agencies • Firm's project organization and coordination structure	**50**
2. Ability to Meet Time and Budget Requirements • Current and Projected Workloads of the Firm	**25**
3. Project Approach • Briefly describe your Firm's understanding of the services requested and how the firm would accomplish the work.	**15**
4. Office Location • Location of the Firm 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**
	100

G. WORK ASSIGNMENT PROCEDURES

Firm(s) selected by the City will provide professional Geotechnical Testing 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.

Invoicing for completed work or progress billing shall be submitted to the requesting Utilities Department for processing and submission for payment by the Finance Department with a copy to:

Finance Department
Accounts Payable
City of Ocoee
150 N. Lakeshore Drive
Ocoee, Florida 34761

H. 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 #21-005

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

_____
COMPANY NAME

_____
TELEPHONE (INCLUDE AREA CODE)

_____
FAX (INCLUDE AREA CODE)

_____
E-MAIL ADDRESS

_____
AUTHORIZED SIGNATURE (manual)

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

_____
NAME/TITLE (PLEASE PRINT)

_____ _____
STREET ADDRESS

_____
CITY STATE ZIP

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

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____day of _____, 20____.

Personally Known_____ or

Produced Identification_____

_____
(Type of Identification)

Notary Public - State of _____
County of _____

_____
Signature of Notary Public

_____
Printed, typed or stamped
Commissioned name of Notary Public

EXHIBIT B

CONSULTANT'S QUALIFICATION PACKAGE RESPONSE TO RFQ #21-005

ocoee
florida

REQUEST FOR QUALIFICATIONS 21-005
GEOTECHNICAL TESTING SERVICES

OCOEE CITY HALL

TIERRA, INC.

Jeffrey Begovich, P.E.
591 Susan B. Britt Court
Winter Garden, FL 34787
Phone 407-877-1354
Fax 407-654-7347

TIERRA

Request for Qualifications
Continuing Contracts for Geotechnical Testing Services

May 4, 2021

City of Ocoee – Purchasing Department
150 N. Lakeshore Dr.
Ocoee, FL 34761

Attn: Ms. Vanessa Anthony

Re: Request for Qualifications (RFQ) #21-005

Dear Ms. Anthony:

Tierra is pleased to submit this qualification package that demonstrates our capabilities, understanding and experience for the City of Ocoee's Geotechnical Services Contract. Tierra, as a company, has been in business for more than 25 years providing Geotechnical, Environmental and Construction Materials Testing services. For the past 5 years Tierra was under contract with the City of Ocoee to provide on call geotechnical testing services and have successfully completed 4 task assignments on time and within budget for the City. We understand your requirements and expectations. Our office is located within 2 miles of the City and have more than 10 employees that are local residents. Over these 5 years Tierra's Winter Garden office has grown into a Central Florida leader in the Geotechnical, Construction Materials Testing and Inspection, Environmental and Facilities Consulting firm. With over 80 employees in our Winter Garden office, we commit our resources, expertise and knowledge to the City. We have worked on some of Central Florida's most high profile projects including I-4 Ultimate, Wekiva Parkway, Citrus Bowl, Dr. Phillips Performing Arts Center, OIA South Terminal C Expansion and others. However, we have also provided services on small intersection projects, roadway widening, utility projects, sidewalk and safety projects. Our experience spans a vast array and variety of projects.

We are a full service consulting geotechnical, environmental and construction materials testing servicing local governmental agencies, school boards and private industry. We have capabilities to provide drilling, field sampling, laboratory testing, field inspection, threshold inspection, materials testing, asbestos and lead based paint surveys, ESA Phase I/II, forensics and engineering analysis and reporting for this contract. We utilize MicroStation and AutoCAD for site maps and plan sheets and are fully integrated with GPS and GIS mapping for self-locating field borings and sample locations. Tierra is also a Minority Business Enterprise (MBE) certified by FDOT and the State of Florida.

Tierra has a commitment that is shared by each and every employee to exceed the expectations of our clients on every project, tasks assignment, work order or mission. Our business philosophy of having the right people and the right equipment to provide our clients with the

most accurate, time responsive, cost effective, quality solutions is the key to our success and why Tierra would be a perfect asset to the City. With Tierra there is no learning curve. Our organization is committed to providing quality, responsive service establishing a reputation for sound approaches and professional competence in a wide range of technically demanding areas to the City. With a fully staffed office and certified laboratory in neighboring Winter Garden , we offer the City of Ocoee our tremendous resources and significant experience without the need for sub-consultants. Tierra is qualified and experienced to meet all of the requested and anticipated services within the RFQ.

Tierra recognizes the importance of maintaining the City of Ocoee's vision of being a model of excellence to the community through leadership and responsiveness. We are confident that we can meet and exceed the City's expectations and we are committed to providing the highest professional support available. We look forward to this opportunity to further demonstrate our merits while strengthening our firm's relationship with the City of Ocoee.

Respectfully Submitted,
TIERRA, INC.

Jeffrey Begovich, P.E.
Vice President

Licenses

FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

June 29, 2020

Luis Mahiquez, President
TIERRA, INC.
7351 Temple Terrace Highway
Tampa, Florida 33637

Dear Mr. Mahiquez:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 9 - Soil Exploration, Material Testing and Foundations

- 9.1 - Soil Exploration
- 9.2 - Geotechnical Classification Laboratory 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 Laboratory Testing

Group 10 - Construction Engineering Inspection

- 10.1 - Roadway Construction Engineering Inspection
- 10.3 - Construction Materials Inspection
- 10.4 - Minor Bridge & Miscellaneous Structures CEI

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2021 for contracting purposes.

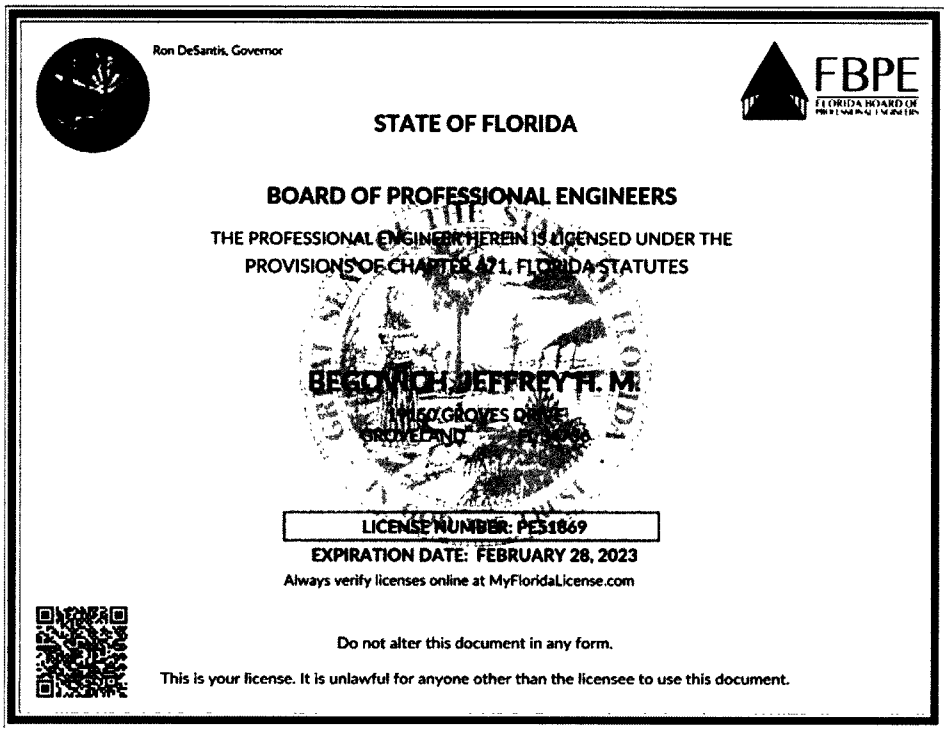
Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense	Published Fee Schedule
163.37%	98.78%	2.597%	Reimbursed	No	6.87%	11.47%*	Yes

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Safety, Mobility, Innovation
www.fdot.gov



Ron DeSantis, Governor

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BEGOVICH, JEFFREY H. M.
[illegible] GROVES DRIVE
GROVELAND [illegible]

LICENSE NUMBER: PE51869
EXPIRATION DATE: FEBRUARY 28, 2023
Always verify licenses online at MyFloridaLicense.com

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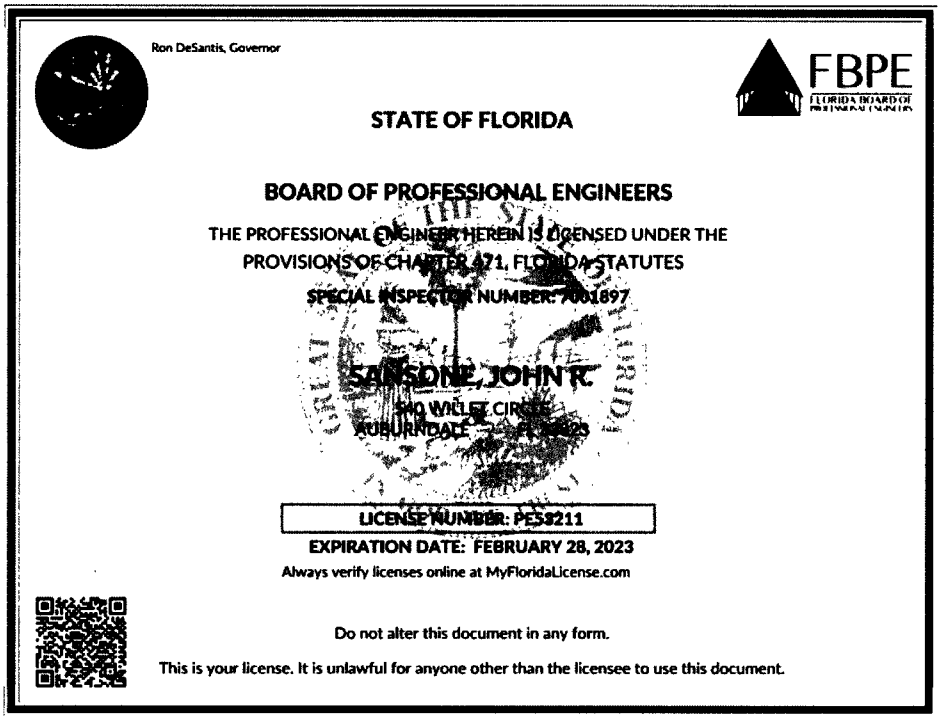

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STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
SPECIAL INSPECTOR NUMBER: 7001897

SANSONE, JOHN R.
940 WILLET CIRCLE
[illegible]

LICENSE NUMBER: PE59211
EXPIRATION DATE: FEBRUARY 28, 2023
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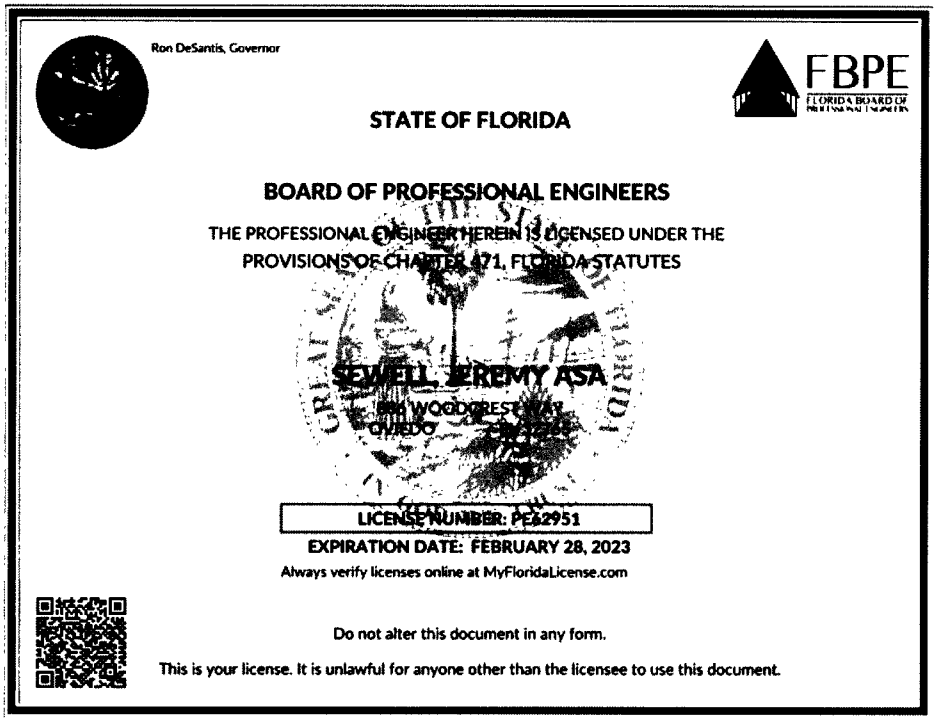

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SEWELL, JEREMY ASA

[redacted]

LICENSE NUMBER: PE62951

EXPIRATION DATE: FEBRUARY 28, 2023

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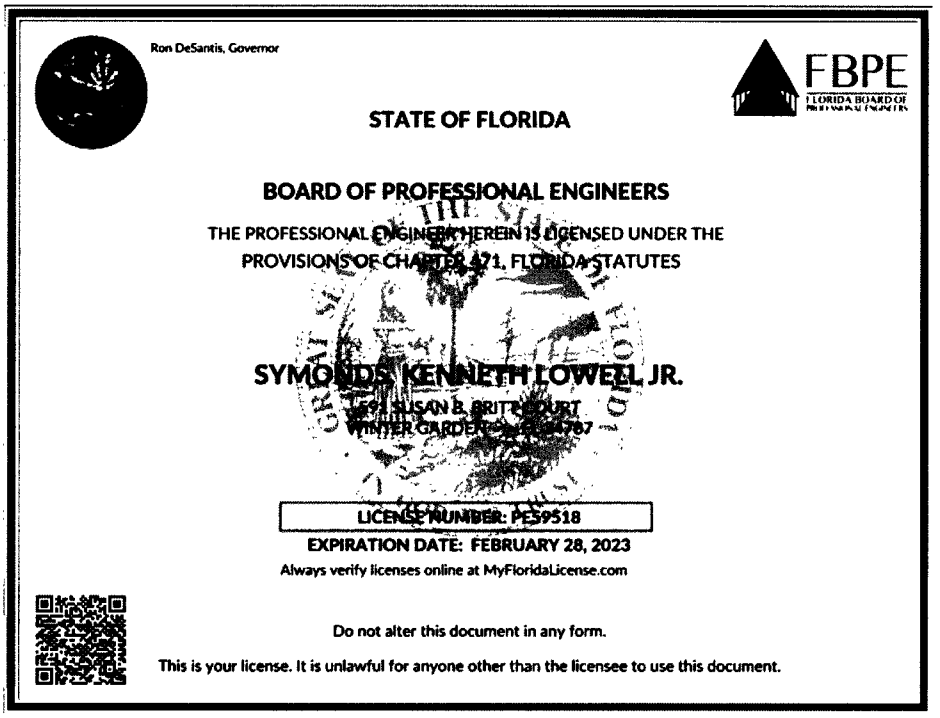

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SYMONDS, KENNETH LOWELL JR.

[redacted]

LICENSE NUMBER: PE59518

EXPIRATION DATE: FEBRUARY 28, 2023

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State of Florida

Minority Business Certification

Tierra, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

10/22/2019 10/22/2021

Jonathan R Satter Secretary
Florida Department of Management Services

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

CITY OF ORLANDO

CITY OF ORLANDO M/WBE CERTIFICATION
AWARD LETTER

EXPIRATION DATE: 9/30/2022

CERTIFICATION NUMBER: 20074870

CERTIFICATION TYPE: MBE

COMPANY NAME: Tierra, Inc
7351 Temple Terrace Highway
Tampa, FL 33637

OWNER NAME: LUIS MAHIQUEZ

CERTIFIED LINE(S) OF BUSINESS/SPECIALTY AREA(S):

Engineering Consulting-Geotechnical, Environmental and Material Testing & Inspection

EXECUTIVE OFFICES • MINORITY BUSINESS ENTERPRISE DIVISION
Orlando City Hall 400 South Orange Avenue Eighth Floor
PO Box 4990 Orlando, FL 32802-4990
P 407 246 2623 cityoforlando.net

Osceola County Board of County Commissioners

Minority, Women, Service Disabled Veteran Business Enterprise

This certificate validates reciprocal certification for

Tierra, Inc.

Per certification with

State of Florida Office of Supplier Diversity

Valid from: 12/31/2019 to 10/22/2021

Supplier Development Date 12/3/19

Procurement Services
Supplier Development
1 Courthouse Square, Suite 2300
Kissimmee, FL 34741
Phone: 407-742-0900
Fax: 407-742-0901
www.Osceola.org

Tierra, Inc.

591 Susan B Britt Court
Winter Garden FL 34787
United States

AGGREGATE
ASTM Methods: C1077 C117 C127, C128, C136, C40 C566 C702, D75, E329
AASHTO Methods: R76, R90 T11 T21, T255, T27, T84, T85

CONCRETE
ASTM Methods: C1064 C1077, C1231, C138 C143, C172, C173, C39, C939, D6449, E329
AASHTO Methods: M201, R60, T119 T121 T152, T196, T197,

HOT MIX ASPHALT
ASTM Methods: D2041, D2726, D3666 D5444, D6307, D6926, D6927,
AASHTO Methods: R66, T166 T209 T245, T

SOIL
ASTM Methods: D1140, D1557, D2216, D2
AASHTO Methods: R58, T134 T180, T21
State Methods: FM 1 T099, FM 1 T180, F FM 5-550 FM 5-551 FM 5-552, FM 5-553

CMEC

AASHTO R18 Accredited

David A. Savage
David A. Savage
Director of Accreditation

Christopher J. Robinson
Christopher J. Robinson, P.E.
President

This is to certify that this laboratory has been accredited for technical competence and found to meet the requirements for performing the test methods listed above for the inspection and testing of construction materials. The current scope of accreditation can be obtained by viewing the CMEC Directory of Accredited Laboratories (www.cmec.org)

Accreditation Date 6/26/2020 Reinspection Date 6/11/2021 Expiration Date 9/9/2021 Accreditation ID 1005674

Subconsultants

Tierra is a full service firm capable of providing all of the services within the RFQ. We do not plan on using any subconsultants.

References

CLIENT AND CONTACT INFORMATION		SERVICES PROVIDED
ORANGE COUNTY GOVERNMENT FLORIDA	Contact Person: Shawn Kennedy – Assistant Project Manager Telephone: 321-354-7410 Email: Shawn.Kennedy@ocfl.net	Provide task driven geotechnical and materials testing for Orange County.
Volusia County FLORIDA	Contact Person: Lori Koontz – Engineering Section Manager Telephone: 386-822-6422 Email: lkoontz@volusia.org	Provide task driven geotechnical and materials testing, and CEI inspection services for Volusia County.
SEMINOLE COUNTY FLORIDA'S NATURAL CHOICE	Contact Person: Stephen Miller, P.E. – Construction Project Manager Telephone: 407-665-5654 Email: smiller02@seminolecountyfl.gov	Provide task driven geotechnical and materials testing, and CEI inspection services for Seminole County.
LAKE COUNTY FLORIDA	Contact Person: Terry Scott – Construction Inspection Supervisor Telephone: 352-253-9024 Email: jscott@lakecounty.gov	Provide geotechnical, materials testing, and CEI inspection services for Lake County.
FLAGLER COUNTY FLORIDA	Contact Person: Richard Gordon, P.E. – Asst. Public Works Director & Asst. County Eng. Telephone: 386-313-4046 Email: rgordon@flaglercounty.gov	Provide task driven geotechnical and materials testing, and CEI inspection services for Flagler County.

City of Ocoee requires the services of a qualified consultant to provide geotechnical, environmental and material testing engineering services for individual projects that may be miscellaneous in scope, and varied in size and complexity. Tierra has reviewed the RFQ and through our key team member's involvement on similar engineering services contracts, we have a complete understanding of the technical needs that may be required under this solicitation.

Tierra understands that the City desires a consultant that can provide a full range of services. Tierra is that firm. We are a full service Geotechnical Engineering, Environmental Engineering, Construction Materials Testing and Inspection and Facilities Engineering firm. The following is a summary of our capabilities.

- Soil Exploration;
- Geotechnical Classification Laboratory Testing;
- Highway Materials Testing;
- Foundation Testing and Studies;
- Geotechnical Specialty Laboratory Testing;
- Environmental Engineering and Consulting;
- Facilities Consulting;
- Forensics Investigations;
- Miscellaneous Specialty Inspection.

As a Florida-licensed professional engineering business, Tierra has the technical competence to provide a complete range of geotechnical engineering, environmental consulting and construction materials testing and inspection services for the City. Per the RFQ, we are currently pre-qualified with the FDOT to assist the City with the following work types:

GROUP 9: SOIL EXPLORATION, MATERIAL TESTING AND FOUNDATIONS

9.1 Soil Exploration
9.2 Geotechnical Classification Laboratory 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 Laboratory Testing

GROUP 10: CONSTRUCTION ENGINEERING INSPECTION

10.1 Roadway Construction Engineering Inspection
10.3 Construction Materials Inspection
10.4 Minor Bridge and Miscellaneous Structures CEI

A copy of our FDOT Prequalification Letter has been included in this submittal, with a summary of our firm's capabilities listed below and on the following pages.

GEOTECHNICAL ENGINEERING SERVICES

Tierra's professional engineers have extensive experience providing site-specific and cost-effective solutions for clients across the state of Florida. We have provided geotechnical evaluations on a wide array of project types including roadways, buildings, airports,

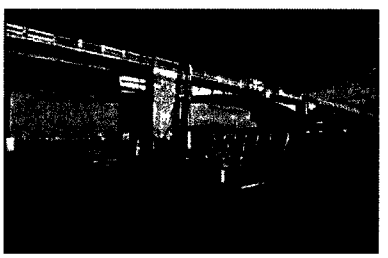
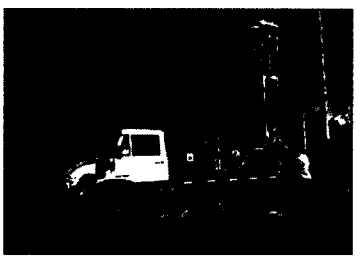
transportation systems, landfills, dams, wastewater facilities and water systems. ***Tierra's geotechnical engineering capabilities include Site Investigation and Characterization; Planning, Feasibility and Due Diligence Studies; Sinkhole Investigations; Pavement Analysis and Design; Groundwater Evaluation; Slope Stability Analysis; Foundation Analysis and Design; Retaining Wall Design; Settlement Analysis and Design; Feasibility Studies and Site Selection Evaluation and Investigation of Sites for Borrow Suitability, Deep Foundation Design, Pile Driving Analysis (PDA) and Ground Penetrating Radar (GPR).***

As a leader in Geotechnical Engineering Tierra performs a variety of services in-house without the use of subconsultants. Most other firms use subconsultants for specialized geotechnical services. To meet our clients needs and expedite results Tierra does not have subconsultants for the following specialized geotechnical services.

Sinkhole Evaluation and Remediation
Tierra has significant experience in the identification and remediation of sinkhole conditions and we have performed thousands of subsidence investigations for clients throughout Florida. The focus of a geotechnical exploration in sinkhole-prone areas is to locate potential problematic subsurface conditions and define their extent. Tierra can utilize a variety of methods to evaluate the subsurface conditions present at a site and, based on the results of our exploration, we can prepare recommendations for repair and provide monitoring services during sinkhole remediation.

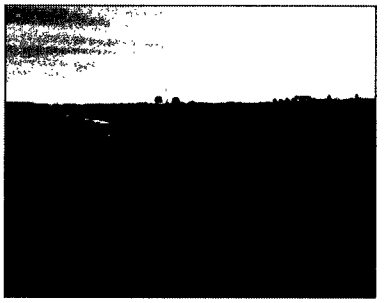
Geophysical Evaluation: Tierra has the capability to offer an array of geophysical testing for identifying and evaluating subsurface anomalous conditions. Tierra owns our own equipment and can provide Ground Penetrating Radar (GPR) to evaluate subsurface conditions. The geophysical surveying is typically performed prior to soil borings so that the anomalous areas, if any, are identified and can be further characterized by drilling.

Geotechnical Drilling: With one of the largest drilling fleets in the area, Tierra's complete in-house drilling capabilities make it easier to coordinate schedules and control cost without the need to rely on subcontractors. Our fleet of eleven (11) drill rigs includes track, truck and barge-mounted equipment as well as limited access rigs allowing our crews to access almost any drill site regardless of terrain or location. ***Our geotechnical drilling capabilities include Standard Penetration Test (SPT) borings, casing installation, borehole grouting, rock coring and sampling, well / piezometer installation and abandonment, hand muck probes, hand augers, pavement and concrete cores, field permeability testing and Double Ring Infiltration Testing.***

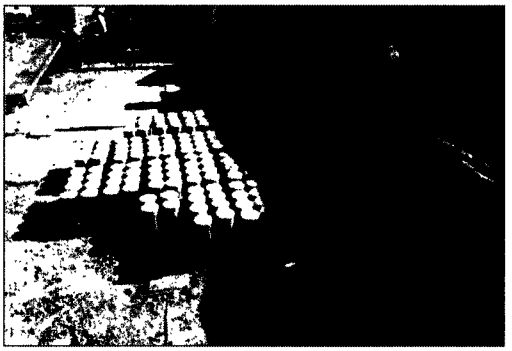
CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES

In order to best meet the needs of our clients, Tierra operates its own CMEC-certified and FDOT qualified laboratory facilities. Tierra's state of the art laboratories provide specialized testing services associated with geotechnical engineering and construction materials. Inspected annually by the FDOT State Materials Office, our laboratory staff is trained and certified to perform testing to characterize the physical properties of soil, rock, concrete, asphalt and composite building materials. In addition to certification, testing procedures are performed under the guidelines of ASTM E 329, where applicable, and in all cases a state-licensed engineer is in charge of inspection and materials testing procedures. ***Tierra's construction materials testing and inspection services include the following:***



Soils and Foundation Testing: Tierra's certified soil technicians are trained to evaluate the suitability of subgrade soils and monitor fill placement and compaction procedures. They routinely perform in-place density and moisture content testing of fill materials to monitor for project compliance. Our CTQP-certified Drilled Shaft and Pile Driving Inspectors are experienced in monitoring deep foundation installation. Tierra's laboratory testing abilities for soils include, but are not limited to, moisture content, Atterberg limits, particle size analysis, limerock bearing ratio, organic content and corrosivity testing.

Asphalt Inspection and Testing: Tierra's asphalt technicians monitor the placement of asphalt paving systems for project compliance. Our technical field and laboratory staff has extensive experience in asphalt construction methods, field verification testing, temperature, spread rate and compaction monitoring, asphalt plant inspection and density testing.



Concrete Testing and Inspection: Tierra routinely provides concrete testing services at construction sites and in our in-house laboratory. All testing is performed by ACI-certified inspectors and includes the following: fresh concrete field testing and monitoring, compliance testing of fine and coarse aggregates, flexural strength testing of concrete beams, compressive strength testing of concrete cylinders, reinforcing steel placement documentation, pre-cast concrete testing and observation and concrete mix design review. *The photo shown left: concrete samples from a single concrete pour prior to placement in curing facility; required 8 technicians and more than 20 hours!*

Specialty Inspection Services

Structural Steel Testing and Inspection: Tierra's certified weld inspectors have the capability to perform visual as well as other non-destructive inspections of welded and bolted torque connections includes but not limited to ultrasonic weld inspection, magnetic particle weld inspection, liquid dye penetrant inspection and coatings inspection.

Floor Flatness / Levelness Testing: Tierra utilizes the Allen Face F-Meter to document floor flatness and floor levelness of concrete floor slabs to verify compliance with project requirements.

Masonry Testing and Inspection: Tierra is experienced in evaluating a full spectrum of masonry materials, including grout, mortar, brick and Concrete Masonry Units (CMU).

Threshold Inspection Services: Tierra performs threshold inspection services during the construction of structures classified by Florida Statutes Chapter 553.71 as "threshold buildings". Tierra's threshold inspectors are state-licensed Engineers certified as a "Special Inspector" to inspect project sites during construction to monitor conformance to project drawings and specifications.

Environmental

Tierra provides a broad range of environmental, consulting, and construction services ranging from Phase I environmental assessments through corrective action designs and construction management. We identify potential environmental issues early and provide fast and cost effective solutions for each project. We believe that our experience provides a higher quality of service within a reasonable time frame that you can depend on. Tierra provides engineering design and consulting for the general service areas outlined below:

- Phase I Environmental Site Assessments
- Phase II/ Level II Environmental Investigations
- Environmental Site Assessments
- Remedial Design and Remedial Action
- Underground Storage Tank (UST) Management
- Water Resources
- Regulatory Compliance

Facilities Consulting and Testing

Tierra takes a clinical approach to addressing existing facility concerns and providing quality assurance in new construction and existing structures. Detailed site inspections, specialty testing, and review of construction documents to identify building system deficiencies, determine the issue and provide solutions. Tierra's facility services include:

- Air & Water Infiltration Testing
- Ground Penetrating Radar (GPR)
- Air Barrier Testing
- Load Testing
- Property Condition Assessments
- Quality Assurance Monitoring
- Roof Testing
- Non-destructive Testing
- Floor Slab Testing
- Coefficient of Friction/Slip Testing
- Accessibility Compliance Assessments
- Building Envelope and Roof Surveys

Construction Engineering Inspection (CEI)

As a consultant pre-qualified in FDOT Work Group 10.1, 10.3 and 10.4, Tierra provides CEI support services as a prime and subconsultant to the FDOT, Consultants and Local Agencies on bridge and roadway transportation projects. Tierra's services include:

- Earthwork Testing and Inspection
- Drilled Shaft Inspections
- MSE Wall Inspections
- Driven Pile Inspection
- Asphalt Plant Inspections
- Asphalt Paving Inspections
- Pre-stressed Concrete Plant Inspection
- Concrete Testing and Inspections
- Project/Construction Administration
- Constructability Review
- Coordination
- EEO/Compliance

Tierra invests substantially in the training and certification of our field personnel. Our technicians are certified through the state's Construction Training and Qualification Program (CTQP), American Concrete Institute (ACI), FDEP and FDOT with 2 to 35 years of experience.

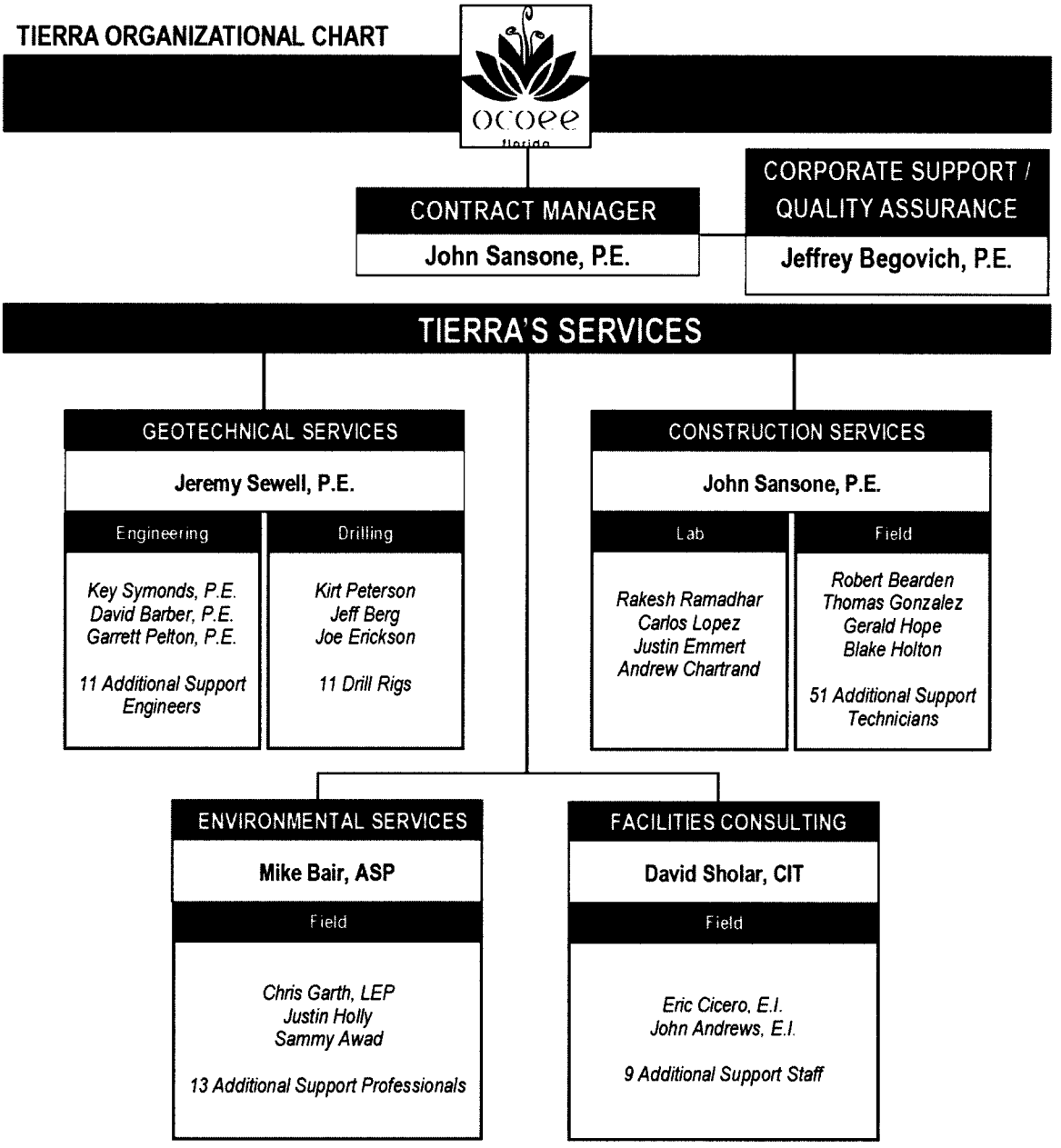
We currently employ more than 80 inspectors highly experienced in the field of construction materials testing and inspection services and full time laboratory technicians.

CERTIFICATION	NO. OF QUALIFIED INSPECTORS
ACI Concrete Field Level I / II	65 / 9
CTQP Concrete Field Level I / II	56 / 10
CTQP Earthwork Level I / II	73 / 65
CTQP Asphalt Paving Level I / II	23 / 16
CTQP Asphalt Plant Level I / II	11 / 5
CTQP Pile Driving Inspector	21
CTQP Drilled Shaft Inspector	15
CTQP Final Estimates Level I / II	13 / 3
Maintenance of Traffic	8
Nuclear Gauge Safety Training	83
CTQP QC Manager	15
DEP Stormwater / Erosion Control	4
FDOT Augercast Pile Inspection	6

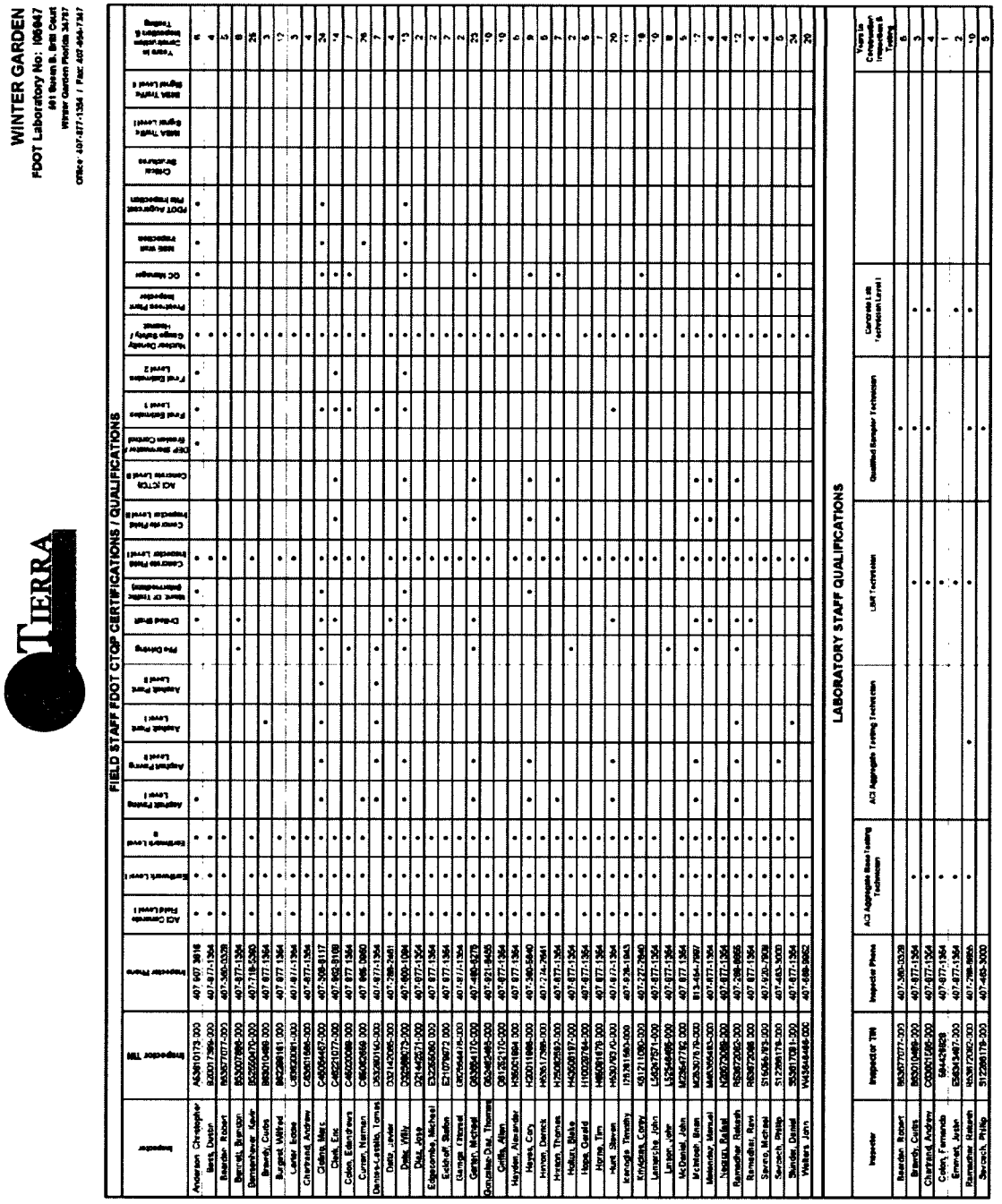
As an incumbent to the City's current Geotechnical Testing Services contract, Tierra understands the City's expectations and requirements. Furthermore within the past 2 years our Winter Garden office has maintained similar continuing services contracts for Geotechnical Testing services for Lake County, Orange County, Seminole County, Volusia County, Flagler County, City of Longwood, City of Deltona and City of Orlando. Each of these contracts are task driven and Tierra understands the need for a thorough and prompt response, especially when unexpected conditions arise.

To best serve the needs of the City we have developed an organization and coordination structure that provides the City a dedicated project manager. This project manager, Mr. John Sansone, P.E., will be the City's single point of contact and has the authorization to mobilize resources and staff to fulfill each task assignment. Mr. Sansone will coordinate and communicate all activities with the City with support of the following organization structure dedicated to the City of Ocoee.

TIERRA ORGANIZATIONAL CHART



The depth and experience of our firm can be measured by their staff of inspectors, their qualifications and their experience. Tierra is staffed with some of the most experienced, qualified inspectors in the state. The following table represents our inspector staff in Winter Garden, Florida. If needed this list can be supported with as many as 30 more inspectors from our Tampa office.



WINTER GARDEN
FDOT Laboratory No: 106947
441 Susan B. Bell Court
Winter Garden Florida 34787
Office: 407-877-1364 / Fax: 407-656-7347

TIERRA

FIELD STAFF FDOT CTQP CERTIFICATIONS / QUALIFICATIONS

Inspector	Inspector TIN	Inspector Phone	ACI Concrete Field Level I	Earthworks Level I	Earthworks Level II	Asphalt Paving Level I	Asphalt Paving Level II	Asphalt Plant Level I	Asphalt Plant Level II	Pile Driving	Drilled Shaft	Base or Stabilized Subgrade	Concrete Field Technician Level I	Concrete Field Technician Level II	ACI Concrete Level II	Deep Excavation & Trench Safety	Fluid Balance Level 1	Fluid Balance Level 2	Moisture Density & Density Gauge / Sand Cone	Structural Steel Inspector	NDE Weld Inspection	FDOT Aggregate Plant Technician	Other Structure	SBRA Tiers & Signal Level I	SBRA Tiers & Signal Level II	Years in Service Inspection & Testing
Anderson Christopher	AA3810173-200	407 907 3616	•	•	•	•																				6
Best, Dustin	B2001739-200	407-877-1364	•	•	•								•													4
Bearden, Robert	B5357077-200	407-365-3328	•																							5
Brandt, Brandon	B5302986-200	407-877-1364								•																6
Bernanheer, Kevin	B2256047-200	407-718-5380	•	•	•	•					•															26
Brandy, Curtis	B5301048-200	407 877 1364	•	•	•		•																			3
Burgest, Wilfred	B4228618-000	407 877 1364	•	•	•																					17
Lopez, Sonia	L4562231-000	407-877-1364	•	•	•																					3
Chartrand, Andrew	C4356186-200	407-877-1364	•	•	•																					4
Collins, Mark	C4060467-000	407-365-3117	•	•	•	•	•							•												24
Clark, Eric	C4622107-000	407-905-8109	•	•	•	•								•												14
Colon, Edendrees	C4602088-000	407 877 1364	•	•	•									•												7
Curren, Norman	C4062966-000	407 886 0660	•	•	•									•												26
Daniels-Castillo, Tomas	L5328010-200	407-877-1364																								7
Dietz, Javier	D3214-2095-200	407-288-2461	•	•	•	•	•																			4
Dietz, Willy	D2258673-200	407-600-1094	•	•	•	•	•																			15
Dietz, Jose	D2145271-000	407-877-1364	•	•	•																					2
Edgecombe, Michael	E5256060-000	407 877 1364	•	•	•																					2
Eckhoff, Stefan	E2107867-200	407 877 1364	•	•	•																					7
Gange, Chanel	G4264419-000	407-877-1364	•	•	•																					2
Gerber, Michael	G4385417-000	407-480-5275	•	•	•																					25
Gonzalez-Cuba, Thomas	G5245248-000	407-921-9455	•	•	•																					10
Griffis, Allen	G8132170-000	407-877-1364	•	•	•																					10
Hayden, Alexander	H3602194-000	407 877 1364	•	•	•																					6
Hayes, Cary	H2001986-000	407-365-5640	•	•	•	•																				9
Hinton, Derrick	H3501788-000	407-744-2641	•	•	•																					6
Hinton, Thomas	H2502592-000	407-877-1364	•	•	•																					7
Holton, Blake	H4500197-000	407-877-1364	•	•	•																					2
Hope, Gerald	H1100287-000	407-877-1364	•	•	•																					6
Horne, Tim	H8502178-000	407 877 1364	•	•	•																					7
Hunt, Steven	H5301-7074-000	407-877-1364	•	•	•	•																				20
Ierlegia, Timothy	179-38-1560-000	407-936-1943	•	•	•																					11
Krivdatis, Corey	K5121-1080-000	407-227-2940	•	•	•																					18
Lemarche, John	L4583757-000	407-877-1364	•	•	•																					10
Lester, Jeff	L5264685-000	407-877-1364																								8
McDaniel, John	M2564-1754-000	407 877 1364	•	•	•																					5
McIntosh, Brian	M2530178-000	813-564-7997	•	•	•																					17
Melendez, Manuel	M4530045-001	407-877-1364	•	•	•																					4
Nation, Rafael	N2607086-000	407-877-1364	•	•	•																					4
Ramadhar, Rakesh	R5872062-000	407-288-8665	•	•	•	•																				12
Ramadhin, Ravi	R5872088-000	407 877 1364	•	•	•																					4
Severa, Michael	S1505478-000	407-926-7808	•	•	•																					4
Sercech, Philip	S1228617-000	407-443-3003	•	•	•																					5
Shields, Daniel	S5301708-000	407-877-1364	•	•	•																					24
Walters, John	W4564446-000	407-468-9662	•	•	•																					20

LABORATORY STAFF QUALIFICATIONS

Inspector	Inspector TIN	Inspector Phone	ACI Aggregate Base Testing Technician	ACI Aggregate Testing Technician	LBR Technician	Qualified Sampler Technician	Concrete Lab Technician Level I	Years in Chemistry, Inspection & Testing
Bearden, Robert	B5357077-200	407-365-3328			•	•	•	6
Brandy, Curtis	B5301048-200	407-877-1364	•		•	•	•	3
Chartrand, Andrew	C4356186-200	407-877-1364	•		•	•	•	4
Colon, Fernando	594-42-8628	407-877-1364	•		•			1
Emmert, Jason	E4504-9467-200	407-877-1364	•		•		•	2
Ramadhar, Rakesh	N3617-2062-200	407-288-8665	•	•	•	•	•	10
Sercech, Philip	S1228617-200	407-443-3003			•	•		5

Resumes

JEFFREY H.M. BEGOVICH, P.E.

Senior Engineer

TIERRA

Summary of Capabilities
Materials Engineering
Civil Engineering
Project Management
Engineering Management
Specialty Engineer - Asphalt
Specialty Engineer – Concrete/Mass Concrete
Specialty Engineer – Protection of Existing Structures

Years of Experience
With Tierra: 6 Year
With Other Firms: 24 Years

Education
BS, Civil Engineering, Florida State University, 1990

Professional Organizations/Registrations
Florida Professional Engineer, No. 51869
Certified General Contractor, No. 057089

Mr. Begovich has 30 years of experience as a principal engineer in the Soils and Construction Materials Testing and Inspections field. He is familiar with field testing and inspection of soils, concrete, structural steel and asphalt in accordance with ASTM, ACI, AASHTO, AWS, AISC and FDOT standards. For the past 20 years Mr. Begovich was the Project Manager/Project Engineer responsible for all aspects of Quality Control and Quality Assurance on some of the highest profile projects in Central Florida. These projects included major roadways and bridge structures, rail projects, stadiums, airports, arenas and various specialty construction projects. He is a professional engineer and a certified general contractor that understands the design and construction of all types of structures from, concrete, masonry, structural steel, light weight and composite materials. In addition to his structures experience, Mr. Begovich has experience in pavement design, testing and inspection for both flexible and rigid pavements. In addition to his materials testing experience, Mr. Begovich also has extensive experience in forensic testing of concrete materials. These tests included, but were not limited to, chloride ion content testing, extracting cores, ground-penetrating radar of concrete slabs, petro graphic analysis and condition surveys.

The following is a list of some recent significant project experience:

I-4 Ultimate, Various Counties, Florida
OIA South Terminal C Phase I Expansion, Orlando, Florida
CR 448, Lake County, Florida
Piccola Bridge, Lake County, Florida
CR450 Paved Shoulder from Marion County Line to Lake Yale Road, Lake County, Florida
South Lake Trail Phase III, Lake County, Florida
Alfred Street One Way Pair, Lake County, Florida
Boggy Creek Rd., Osceola County, Florida
Construct an 11' wide NB left turn lane on SR 19, City of Groveland, Florida
Old Kings Road Extension, Flagler County, Florida
Bunnell Elementary Trails, Flagler County, Florida
Gateway Promenade Improvements from 9th Street South to 5th Street North, City of Flagler Beach, Florida

In addition to these projects. Mr. Begovich was the contract manager on the following continuing services contracts:

Lake County – On Call Geotechnical Engineering Services
Volusia County – Construction Materials Testing
Volusia County – Construction Engineering Inspection
Seminole County – Construction Materials Testing
Seminole County – Construction Engineering Inspection
City of Deltona – Construction Engineering Inspection
Orange County - Construction Materials Testing

JOHN SANSONE, P.E.
Senior Engineer

TIERRA

Years of Experience
With Tierra: 7 years
With other Firms: 21 Years

Education
BS, Civil Engineering, The Pennsylvania State University, 1993

Professional Organizations/Registrations
Florida Professional Engineer, No. 53211
Special Inspector, #7001897, Florida, 2014
Qualified Stormwater Management Inspector (DEP), 2008
Certified Prestressed Concrete Inspector (FDOT), Florida, 1997
Certified Structural Masonry Inspector, FC&PA, 2005
Advanced Stucco Techniques Seminar, FC&PA, 2005
Certified Concrete Engineer
Phase I Environmental Site Assessment
Radiation Safety, Nuclear Gauge Operator

Mr. Sansone is licensed Professional Engineer and serves as a senior engineer for the construction materials testing service line Tierra's Winter Garden office. In this role, he is responsible for maintaining and improving quality of service by reviewing proposals and reports, as well as verifying that the quality of service expectations of our clients are being met. Mr. Sansone has gained 28 years of experience in construction materials testing and inspection. His experience includes the areas of soils, concrete, reinforcing steel, structural steel, asphalt, and soil-cement. He also has extensive experience evaluating shallow and deep foundation systems. As a senior engineer, his additional responsibilities include managing daily operations, maintaining client relationships, developing new business, overseeing various projects through the construction phase, and evaluating site conditions with respect to project specifications.

PROJECT EXPERIENCE

Representative Structural Project Experience
Villages at Harmony
Reedy Creek A3 Parking Garage
Lake Nona USTA Tennis Center
Lake Nona Town Center Office Building No. 2
Infinity Park 6B Office Building
Florida Advanced Manufacturing Research Center
Hollywood Plaza 10-Story Parking Garage
RCID C-1 Parking Garage
Coca-Cola at Disney Springs
Peabody Hotel and Parking Garage
Orlando Regional Hospital C-Deck Parking Garage
Marriott Vacation Club at Grande Lakes
Grande Palisades at Lake Austin
Disney's Fantasyland Expansion at Magic Kingdom
Disney's Soarin'
Disney's Expedition Everest
Disney's Saratoga Springs Resort
Clermont Commercial Property
Florida Hospital Celebration Surgery Addition
Target and Parking Garage at SODO
Marriott's Grande Vista Marketplace
Reunion Grande Hotel, Reunion, Florida
Villas at Reunion Square, Reunion, Florida
Sea World Water Park Extension, Orlando, Florida
Mona Lisa at Celebration, Celebration, Florida
Coronado Springs Exhibit Hall
Disney's Dinorama
AMC; 20-Theater Expansion Project, Brandon, Florida
Berth 12 Wharf; Port Manatee, Florida

BJ's Wholesale Club; Manatee County, Florida
Hilton Ballroom Addition; Lake Buena Vista, Florida
Home Depot; Ocala, Florida
Lowes; Ocala, Florida
MacDill Air Force Base; GSC-34 Communication Building, Tampa, Florida
Ritz-Carlton Hotel; Sarasota, Florida
Tampa Bay Arena; Ice Palace, Tampa, Florida
Ultimar III Condominiums; Florida
WFTS 28; Tampa Bay Television Station, Tampa, Florida

Representative Pavement Evaluation and Consulting Project Experience
Hernando County School Board; Brooksville, FL – Performed pavement evaluation at Moton Elementary, determined the cause of distress, and provided repair recommendations.
King Engineering; New Port Richey, Florida – Determined the cause for pavement failures and provided recommendations for repair.
Manatee County Government; Bradenton, Florida – Performed an assessment of the asphaltic concrete surface layer at River Club Blvd., and provided repair recommendations.

Representative Educational Project Experience
Windermere Prep School
Cypress Creek Elementary – Volusia County Schools
Edgewater Elementary – Volusia County Schools
Elementary School "M" – Osceola County School Board
Carver Middle School, Lake County, Florida
Seminole Community College – Heathrow Center, Florida Seminole Community College – Altamonte Springs, Florida
Anchin Elementary/Library Conference Center; University of South Florida, Tampa, Florida
Ballard Elementary School; Manatee County, Florida
Bayonet Pointe Middle School; Pasco County, Florida
Gulfgate Elementary School; Sarasota, Florida
Hernando High School; Brooksville, Florida
Hillsborough High School; Hillsborough County, Florida
Parking Facility; University of South Florida, Tampa, Florida. Ridgewood High School
School District Transportation Center; Hernando County, Florida

Representative DOT Services Project Experience
Florida Department of Transportation; Pasco, Hernando Counties, Florida – Performed lab testing for all CEI projects within the above geographic region.

Representative Roadway/Transportation Project Experience
US 27/SR 50 Interchange – Lake County
SR 436 at Hunt Club Intersection Improvements – Seminole County
Markham Woods Road – Seminole County
Orange Avenue & Miller Street Roadway Improvements – Orlando Health
Celebration East Village
Buena Vista Drive Road Widening
9th Street East; Bradenton, Florida
75th Street West; Bradenton, Florida
Anderson Snow Road; Hernando County, Florida
Barkey Road; Hernando County, Florida
Calebrina Road Improvements; Hernando County, Florida
Denton Avenue/Peace Boulevard; Pasco County, Florida
Lakeview Drive Extension; Oldsmar, Florida
Landmark Drive; Hernando County, Florida
Lockwood Ridge Road Expansion; Manatee County, Florida

Powell Road; Hernando County, Florida
Royal Highlands Roadway Improvements; Hernando County, Florida

Representative Landfill Project Experience
Baseline Landfill; Ocala, Florida
Citrus County Landfill; Citrus County, Florida

Representative Water Management Project Experience
Wekiva Park Drive Stormwater Improvements – Seminole County, Florida
Bear Gully Drainage Improvements – Seminole County
Lake John Stormwater Improvements – Mt. Dora
Elder Road Improvements – Seminole County
Iron Bridge Bardenpho Improvements, Orlando, Florida
Reedy Creek Food Waste Compost Facility
Brooksville Wastewater Treatment Facility; Brooksville, Florida
Cliffs Septic Tank; Brooksville, Florida
Cobb Road Interconnect; Hernando County, Florida

JEREMY A. SEWELL, P.E.
Senior Geotechnical Engineer

TIERRA

Summary of Capabilities
Roadway, Corridor and Bridge Studies
Geotechnical Engineering
Project Management
Deep Foundation Evaluation
Embankment Design
Land Subsidence Investigations

Years of Experience
With Tierra: 9 Years
With other Firms: 13 Years

Education
BS, Civil Engineering, University of Central Florida, 1999

Professional Organizations/Registrations
Florida Professional Engineer, No. 62951 – July 2005
American Society of Civil Engineers

Mr. Sewell has over 22 years of experience in geotechnical engineering for projects throughout Florida, Texas and Georgia. The projects that Mr. Sewell has been involved with have ranged from roadway and bridge design and construction to embankment design and subsidence investigation.

He has a wide variety of experience on FDOT highway and bridge studies, shallow foundation design, settlement evaluations, retaining wall design, sinkhole remedial repair, and ground subsidence evaluations throughout Florida. Mr. Sewell's experience also includes the design of deep foundation systems, cross-hole sonic logging (CSL) and compaction grouting requirements for deep subsoil improvement.

Mr. Sewell has been the Project Manager for numerous roadway soil surveys and bridge foundation designs and construction projects.

COUNTY/CITY PROJECT EXPERIENCE

Ronald Reagan Boulevard and North Street Turn Lane Addition – Seminole County
SR 426/CR 419 from West of SR 434 to West of Oviedo Boulevard – Seminole County
Chapman Road from SR 426 to SR 434 – Seminole County
Cross Seminole Trail from Layer Elementary School to Old Sanford Oviedo Road – Seminole County
Wolf Branch Road and Round Lake Road Intersection Improvements – Lake County
Estes Road and Orange Avenue Intersection Improvements – Lake County
Orlando Urban Trail overpass over Colonial Drive (SR 50) and Railroad – City of Orlando
Sligh Boulevard and Columbia Street Improvements – City of Orlando
Reclaimed Water Main, Montgomery Avenue and White Road – City of Ocoee
Plant Street Segment 2 Roadway Improvements – City of Winter Garden
Avalon Road Improvements from Tilden Road to Marsh Road – Orange County
Hooks Street Phase IV-B Retaining Wall Design – Lake County

TRANSPORTATION PROJECT EXPERIENCE

FDOT District V
I-4 Ultimate Widening of Interstate 4 from Kirkman Road to east of SR 434, Orange and Seminole Counties
Central Florida Commuter Rail Transit – Phase 2 South, Osceola County
I-95 New Interchange at St Johns Heritage Parkway, *Design/Build*, Brevard County
SR 40 widening from SR 15/US 17 to West of SR 11, Volusia County
SR 35 Baseline Widening, *Design/Build*, from SR 464 to SR 40, Marion County
US 301 PD&E Study from CR 470 E to SR 44, Sumter County
SR 40 from East of NE 64th Court to East of CR 314, Marion County
I-75 Widening from North of Hernando County Line to South of CR 470, *Design/Build*, Sumter County
CR 314 Sharpes Ferry Bridge Replacement over the Oklawaha River, *Design/Build*, Marion County
SR 19 Bridge Replacement over Little Lake Harris, Lake County
SR 500, from Lake Ella Road to Avenida Central, Lake County

SR 50 widening from East of Old Cheney Highway to Chuluota Road, Orange County
SR 5 Improvements from South Street to Magnolia Avenue, Volusia County
SR 46 Safety Improvements from SR 415 to East of Lake Proctor Court, Seminole County
I-95, from South of Lake Washington Road to South of Fiske Boulevard, Brevard County
SR 50, from Good Homes Road to Pine Hills Road, Orange County
SR 415, from Seminole County Line to Reed Ellis Road, Volusia County
SR 15/600 (US 17/92), from Shepard Road to Lake Mary Boulevard, Seminole County
SR 11 Bridge Replacement over Little Haw Creek, Flagler County

Florida's Turnpike Enterprise & Central Florida Expressway Authority
SunTrax Test Facility, Polk County
Minneola Interchange (TPK MP 279), Lake County
Turnpike Mainline Widening from SR 50 to Minneola Interchange, Orange & Lake Counties
SR 417 Widening from Econlockhatchee Trail to Orange/Seminole County Line, Orange and Seminole Counties
Turnpike Mainline Widening from West Palm Beach Service Plaza to SR 710, Palm Beach County
SR 408 Eastern Extension PD&E Study, Orange County
SR 429 Bridge over CR 437, *VECP*, Orange County
SR 429 Bridge over CR 437A Steepened Embankments, *VECP*, Orange County
Turnpike Bridge Widening over SR 50, Orange County
Suncoast Parkway 1 Design, Sections 1, 2, 3, 4 & 6, Hillsborough, Pasco and Hernando Counties
SR 570 (Polk Parkway) and Pace Road Interchange Improvements, Polk County

FDOT District I
I-75 at I-275 and CR 683 Interchanges Lighting, *Design/Build*, Manatee County
I-75 Widening from Kings Highway to Toledo Blade Blvd., Sarasota County
I-75 at SR 64 Interchange Improvements, Manatee County
Central Polk Parkway – Segment 3, from Pollard Road to SR 60, Polk County
Polk Parkway and Pace Road Interchange Improvements, *Design/Build*, Polk County
I-4 *Design/Build*, Section 3, Polk County
I-75 Bridge over Peace River PD&E Study, Charlotte County

FDOT District VII
CR 486, from SR 44 to Forest Ridge Boulevard, Citrus County
I-275, from US 41 to SR 56 Interchange, Hillsborough County
I-275/I-4 Operational and Safety Interchange Modifications, Hillsborough County
US 301, from Sligh Avenue to South of Tampa Bypass Canal, Hillsborough County
SR 60 (Memorial Highway), from Courtney Campbell Causeway to South of Fish Creek, Hillsborough County

FDOT District II
CR 241over Olustee Creek Bridge, Columbia County
C Street Cedar Key Channel Bridge, Levy County
CR 456 (Gulf Blvd) over Daughtry Bayou Bridge, Levy County
CR 456 (Gulf Blvd) over Lewis Pass Bridge, Levy County
SR 200 (US 301) Improvements North of Crawford Road, Nassau County

FDOT District III
SR 8A (I-110), from SR 296 to SR 750, Escambia County

FDOT District IV
SR 5/US 1 Widening from 53rd Street to CR 510, Indian River County

FDOT District VI
Miami Arterial DMS Replacement Project, Miami-Dade County

KENNETH L. SYMONDS, JR., P.E.

TIERRA

Senior Geotechnical Engineer

Summary of Capabilities
Roadway, Corridor and Bridge Studies
Geotechnical Engineering
Project Management
Deep Foundations
Embankment Design
Construction Monitoring
Ground Subsidence Investigations

Years of Experience
With Tierra: 9 Years
With Other Firms: 14 Years

Education
BS, Env. Engineering, University of Central Florida, 1998

Professional Organizations/Registrations
Florida Professional Engineer, No. 59518 – January 2003
American Society of Civil Engineers
Florida Engineering Society

Mr. Symonds has over 23 years of experience in geotechnical engineering for projects throughout all of Florida. He has a wide variety of experience in municipal and commercial facilities, FDOT highway and bridge studies, shallow foundation design, settlement evaluations, retaining wall design, ground subsidence evaluations, and sinkhole remediation. Mr. Symonds' experience also includes the design of deep foundation systems, cross-hole sonic logging (CSL), drilled shaft installation and compaction grouting requirements for deep subsoil improvement.

Mr. Symonds has been the Senior Project Engineer for numerous commercial and school facilities, airports, roadway soil surveys and bridge foundation designs and construction projects.

PROJECT EXPERIENCE

Ground Subsidence Evaluations & Remediation

Mr. Symonds has been involved with many residential and commercial sinkhole investigations throughout various regions of Florida. His responsibilities have varied from task oriented type work to senior project management. The types of services typically performed during theses types of studies generally include coordinating with the homeowner, site reconnaissance/assessment, development and implementation of a subsurface exploration plan, evaluation of the results of the field exploration and formulation of recommendations based on the results of the field study. Mr. Symonds has performed these services for clients including insurance companies, homeowners, municipalities and the Florida Department of Transportation. Mr. Symonds has experience with geotechnical explorations throughout the State of Florida and is experienced with the requirements for evaluating sinkhole claims both pre and post SB408.

Water & Wastewater Utility Experience

OUC Lake Nona Boulevard Water Main Extension, Orange County, Florida
OUC Water Main Replacement, Hughey Ave, Division Ave, & Garland Ave, Orange County, Florida
OUC Water Main Replacement, North Summerlin Ave to Cherokee Dr, Orange County, Florida
OUC Water Main Replacement, Delaney Avenue, Orange County, Florida
New Wet Well / Lift Station No. 6, City of Oakland, Orange County, Florida
New Wet Well / Lift Station, E. Hull Ave & S. Arrington Ave, City of Oakland, Orange County, Florida
Water Main Extension, Burns Sci-Tech Charter School, Oak Hill, Volusia County, Florida
South Bermuda Water Clarifier Replacement, Osceola County
New Wet Well / Lift Station, Orange County
Pump Station No. 371, Pinellas County
Coopers Point Water Improvements, Pinellas County

School Facilities

Gymnasium & Classroom Building Addition, Burns Sci-Tech Charter School, Oak Hill, Volusia County, Florida
Orange County Public Schools, Future High School Facility, Site 50-H-SE-2, Innovation Way, Orange County, Florida
New Welcome Center, Masters Academy, 1500 Lukas Lane, Oviedo, Seminole County, Florida
Classroom Additions, Cafeteria & Media Center, Walker Middle School, Orange County, Florida

Classroom Additions, Auditorium, Gymnasium & Media Center, Osceola High School, Osceola County, Florida
Recreation Fields & Track, Osceola School of the Arts, Osceola County, Florida
Evans High School Renovation, Orange County, Florida
Classroom Additions, Bus Loop & Additional Parking, Highlands Elementary School, Osceola County, Florida
Jackson Heights Middle School Renovation, Seminole County, Florida
Bus Facility Improvements, Horizons Middle School, Osceola County, Florida
Gymnasium Building, Passport Charter School, Orange County, Florida
Classroom Building Addition, Sweetwater Elementary School, Volusia County, Florida
Gymnasium Building, Red Bug Elementary School, Seminole County, Florida
Classroom Buildings, Hunters Creek Elementary School, Orange County, Florida

Transportation Project Experience

SR 417 Widening From Boggy Creek Road to Narcoossee Road, Orange County, Florida
SR 417 Widening from Landstar Boulevard to Boggy Creek Road, Orange County, Florida
SR 408 Eastern Extension PD&E Study, Orange County, Florida
SR 417 Widening from Econlockhatchee Trail to Orange/Seminole County Line, Orange and Seminole Counties
SR 408/SR 417 Interchange Improvements – Phase 2, Orange County, Florida
Metro Parkway from Winkler Avenue to North of S.R. 82
40th Street from Hillsborough Avenue to Fowler Avenue, Tampa, FL
PD&E Study – S.R. 559 from S.R. 655 to U.S. Highway 92, Polk County, FL
PD&E Study I-75 Collier County from S.R. 951 to South of Bonita Springs Road
S.R. 789 (Ringling Bridge Replacement), Sarasota, FL
Collier Parkway from Hale Road to Pines Parkway, Pasco County, FL
I-4/John Young Parkway Interchange, Orlando, FL
I-95 Rest Areas, Stuart, Martin County, Florida
I.T.S. Structures, SunGuide Intelligent Transportation System (ITS), Phase V, Duval County, FL
I.T.S. Structures, Dynamic Message Sign Implementation for Amber Alert and Freeway Management, Tallahassee, Leon County, FL
West Palm Beach Service Plaza Expansion Project, Palm Beach County, FL
S.R. 82 from Lee County Line to Collier County Line, Hendry County, FL
S.R. 82 from Homestead Road to Hendry County Line, Lee County, FL
Central Polk Parkway (Segment 4), Polk County, FL
S.R. 574 (MLK Jr. Blvd.) from Kingsway Rd. to McIntosh Rd., Hillsborough County, FL
S.R. 739 (Metro Parkway) from Daniels Parkway to Wrinkle Avenue, Lee County, FL
I-75/S.R. 39A from Westbound S.R. 60 Entrance Ramp to South of CSX RR/C.R. 574, Hillsborough County, FL
S.R. 530 (U.S. Hwy 192) from Lake C/L to Secret Lake Drive, Orange County, Florida
S.R. 400 I-4 Ultimate Project, Orange & Seminole Counties, Florida
SunRail Phase 2 South, Orange & Osceola Counties, Florida
New Interchange, Florida's Turnpike (S.R. 91) at Sand Lake Road, Orange County, Florida
PD&E Study Babcock Street from South of Micco Road to Malabar Road, Brevard County, Florida
Kissimmee Park Road All Electronic Tolling (AET), Osceola County, Florida
All Electronic Tolling (AET) Northern Coin Conversion, Osceola County, Florida

Major Structure Project Experience:

Eight-Story Timeshare Buildings, Orange Lake Country Club, Kissimmee, FL
Florida Technical College, Orlando, FL
Lake Nona South Greeneway CDD, Orlando, FL
Turnpike Headquarters Facility, Turkey Lake Plaza, Orlando, FL
Star Island Resort Timeshare Apartments, Orlando, FL
Expansion to Naughton Power Plant, Kemmerer, Wyoming
Sunnyside Ash Landfill, Carbon, Utah

MICHAEL J. BAIR, ASP

Chief Scientist

TIERRA

Summary of Capabilities
Environmental Consulting
Scope Development & Review
FDOT Level I & II CSER, PD&E
ASTM Phase I & II ESA
Contamination Assessment & Reporting
Source Removal & Remediation
Program/Project Management
UST/AST Compliance, Assessment, and Closure
Soil/Groundwater Sampling
Dewatering & NPDES Permitting
Waste Characterization & Disposal Options
Contractor/Subcontractor Oversight & Performance Evaluation
Regulatory Liaison – FDEP, FDOT, Water Mgmt. Districts
Quality Assurance/Quality Control

Years of Experience
With Tierra: 5 Year
With Other Firms: 19 Years

Education
BA, Biology, University of Miami, 1994

Professional Certifications/Licenses
Associate Safety Professional # A15807 (2011)
Environmental Professional per 40 CFR 312.10
40-Hour HAZWOPER Certified (OSHA 1910.120)
8 Hour HAZWOPER Refresher Certified (OSHA 1910.120.3)
ACOE Wetland Delineation & Management Training
AHERA Asbestos Inspector Initial Course

Mr. Bair has 24 years of experience in the laboratory, environmental consulting, due diligence, remediation, safety, and transportation fields. His progressive experience has included all phases of a typical project from the laboratory to the field work to all of the required office tasks. His responsibilities have included serving as a Principal Consultant working with a staff of 20 professionals. His duties included mentoring junior level staff in company policy, scientific protocol, proposal/report preparation, client/regulatory interactions, scoping projects, field work, business development, safety, ethics, and quality. Mr. Bair also reviewed work products for compliance with quality assurance/quality control objectives. His Program Management experience includes the Florida Department of Environmental Protection (Preapproval, PRP, LSSI), Florida Department of Transportation, several large private clients, and multiple municipal contracts. Currently, Mr. Bair is responsible for the day-to-day operations of the environmental department at Tierra. This involves work assignments for Level I and II CSERs, PD&E studies, kick-off meetings, review of work products, budgeting, resource allocation, scheduling of field work, report preparation, and QA/QC reviews. Mr. Bair has been providing environmental assessments and reporting for FDOT project throughout the State of Florida for more than 10 years. His knowledge of the Chapter 20 PD&E Manual and the various District Contamination Impact Coordinators (DCIC) requirements contribute to seamless reporting capabilities for the Prime Engineering firms in the PD&E and design phases.

Representative Phase I/II Environmental Site Assessment Project Experience

Pinellas County Schools, St. Petersburg, Florida – Project Manager for Phase II ESA at proposed high school expansion site which included former gas station and dry cleaner. Responsible for field work and report preparation.

St. Petersburg/Clearwater International Airport, Clearwater, Florida – Phase I ESA on undeveloped airport parcel. Responsible for ground reconnaissance, records review, and report preparation.

Cash America Pawn, Tampa, Florida – Project Manager for Phase II ESA field activities and report preparation at commercial property.

Tower Technology, Punta Gorda, Florida – Project Manager for assessment of subsurface conditions at suspected landfill site for development as a telecommunication tower.

Ponderosa Restaurant, Brandon, Florida – Project Manager for Phase II ESA on former gas station to determine current environmental quality. Responsible for all aspects of project management including proposal preparation, client interaction and report preparation.

Private Client (Developer), Pensacola, Florida – Principal Consultant for Phase II ESA at historical cemetery site. Responsible for technical review of proposal and report and development of recommendations based on client's objectives.

Representative Petroleum Project Experience
Residential Property, Davis Island, Florida – Project Manager for removal and closure of heating oil UST located partially beneath foundation of garage. Responsible for field activities, coordination with regulatory agencies and report preparation.

Lambright Street Property, Tampa, Florida – Assessment of former gas station property for pending real estate transaction. Geoprobe was used to evaluate extent of soil and groundwater impacts in two days. Responsible for data evaluation and the development of conclusions/recommendations.

Caxambas Park Marina, Marco Island, Florida – Project Manager for assessment of site with on-going fueling operations in accordance with Chapter 62-770, F.A.C., negotiated with local regulatory agency for reduction in sampling requirements, which resulted in a reduced budget for the client (Collier County).

78th Street Fleet Maintenance Facility, Tampa, Florida – Project Manager and Field Technician for the assessment of discharge discovered as a result of tank upgrades. Meetings with Hillsborough County Project Manager and regulatory agency streamlined investigation and expectations.

Pat's Landing Marina, Ozona, Florida – Project Manager and Field Technician for the assessment of discharge discovered during the replacement of UST with AST. Used Geoprobe to delineate soil and groundwater impacts in one day, thereby reducing costs for client.

University of South Florida, Tampa, Florida – Project Manager and Field Technician for assessment of discharge discovered during closure of UST. Reduced sampling recommendations to client resulted in earlier closure of project with regulatory agency.

Representative FDEP Pre-Approval/PRP Program Project Experience
Division of Forestry, Brooksville, Hernando County
Secret Garden, Crystal River, Citrus County
FDOT/Former Amoco, Dunedin, Pinellas County
Pinellas County Courthouse Annex, Clearwater, Pinellas County
Pinellas County Sheriff's Office, Largo, Pinellas County
CITGO Gasoline Station, Brooksville, Hernando County
Palms of Sebring, Sebring, Highlands County
Willard Mays Used Car Lot, Okeechobee, Okeechobee County
Public Works Garage, Crystal River, Citrus County
Smyth Lumber, Orlando, Orange County
Fort Drum Taxidermy, Fort Drum, Okeechobee County
Bob's Service Station, Kissimmee, Osceola County
Harry's Auto Repair, Arcadia, DeSoto County
Clearwater Auto Electric, Clearwater, Pinellas County
Snapper Golf and Cart, Okeechobee, Okeechobee County
McCall's Grocery, Zolfo Springs, Hardee County
FDOT Right-of-Way, Dunedin, Pinellas County

Representative FDOT Project Experience
I-75 Design/Build/Finance, Level I and II CSER
US 98 (CR 540A to SR 540), Level I and II CSER and Asbestos Survey
I-75 (Bonita Beach Road to Corkscrew), Level II CSER
I-75 (Corkscrew to Daniels Parkway), Levels I and II CSER
SR 78 (Burnt Store Road to Chiquita Boulevard), Level I and II CSER
I-75 (River Road to SR 681), Levels I and II CSER and Asbestos Survey
SR 559 Extension (CR 655 to Derby Avenue), Levels I and II CSER
SR 80 (Clark to Birchwood), Levels I and II CSER and Asbestos Survey
SR 82 (Ortiz to Lee), Levels I and II and Corridor Re-evaluation

TIERRA

Michael J. Bair, ASP
Chief Scientist
Page 2 of 2

Tierra's Central Florida office will be the responsible office to serve the City of Ocoee. Our office is located just off the Turnpike in neighboring Orange County, within 1.9 miles (0.10 hours) from the Ocoee City Hall. This location provides Tierra with easy access to all major Central Florida Highways and Interstates. The office has the equipment and staff resources to fulfill the contract requirements. This office has been established under the procedures, systems and solutions developed over Tierra's past 29 years of experience. With the knowledge we've gained, coupled with our local experience, we feel we are poised to be an industry leader in Central Florida. Our office is located at 591 Susan B. Britt Court, Winter Garden, Florida 34787.

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:

Tierra, Inc.

Firm Name

Signature

Jeffrey Begovich, P.E. - Vice President

Name and Title (Print or Type)

5/4/21

SUMMARY OF LITIGATION:

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

None

(Attach additional sheets if necessary)

ACKNOWLEDGEMENT OF ADDENDA:

Bidder acknowledges receipt of the following addenda:

No. 1 Dated 4/27/21

No. _____ Dated _____

No. _____ Dated _____

(Remainder of page left blank intentionally.)

Tierra, Inc. is a financially stable firm and have the necessary resources, human and financial, to provide the services at the level required by the City of Ocoee. Tierra, Inc. is **not** currently involved in any lawsuits relative to the services or failing to perform services, nor have we been involved with any related lawsuits in the past 5 years.

There are **no** projects or any work for which Tierra, Inc. or its team have failed to complete in the last 5 years.

Tierra, Inc. Dunn & Bradstreet number is 794753707

COMPANY INFORMATION/SIGNATURE SHEET RFQ #21-005

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.

Tierra, Inc.
COMPANY NAME

407-877-1354
TELEPHONE (INCLUDE AREA CODE)
407-654-7347
FAX (INCLUDE AREA CODE)
jbegovich@tierreang.com
E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

Jeffrey Begovich, P.E. - V.P.
NAME/TITLE (PLEASE PRINT)

591 Susan B. Britt Court
STREET ADDRESS
Winter Garden, FL 34787
CITY STATE ZIP

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

FEDERAL ID # 59-3154723
____Individual _X_Corporation ____Partnership ____Other (Specify)____

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this 4th day of April, 20 21.

Personally Known X or

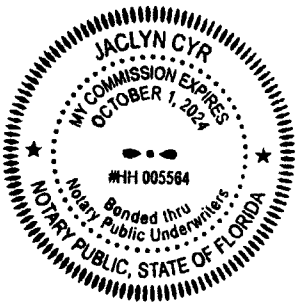
Produced Identification____

____
(Type of Identification)

Notary Public - State of Florida
County of Orange

Signature of Notary Public

Jaclyn Cyr
Printed, typed or stamped
Commissioned name of Notary Public



TIERINC-01 DSMITH2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/9/2021

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:	
Hub International Florida One Urban Centre 4830 W. Kennedy Boulevard Tampa, FL 33609	PHONE (A/C, No, Ext): (727) 797-0441	FAX (A/C, No): (727) 669-0673
	E-MAIL ADDRESS: Certificates.FLA@HubInternational.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Tierra, Inc. 7351 Temple Terrace Highway Tampa, FL 33637	INSURER A : Charter Oak Fire Insurance Company	25615
	INSURER B : The Travelers Indemnity Company of America	25666
	INSURER C : Travelers Property Casualty Company of America	25674
	INSURER D : The Phoenix Insurance Company	25623
	INSURER E : Illinois Union Insurance Company	27960
	INSURER F : Endurance American Specialty Insurance Company	41718

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 Standard Contractual GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC X OTHER: $5,000,000 Maximum Limit			6601H805464	5/1/2021	5/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			8109M551030	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			CUP1J383756	5/1/2021	5/1/2022	EACH OCCURRENCE AGGREGATE Over GL, AL, EL	$ 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		UB4K202452	5/1/2021	5/1/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Pollution/SIR 25,000			CPYG46634937005	5/1/2021	5/1/2022	$1M per Occ/Agg -->	2,000,000
F	Professional E&O			DPL30001055702	5/1/2021	5/1/2022	SIR $25,000/ea & agg	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project #5111-21-105 Continuing Consulting Agreement for Geotechnical Testing RFQ 21-005

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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CONTINUING CONSULTING AGREEMENT FOR GEOTECHNICAL TESTING SERVICES

THIS AGREEMENT made and entered into this 7th day of September 2021 by and between the **CITY OF OCOEE, FLORIDA**, a Florida municipal corporation, hereinafter referred to as "CITY", and **PROFESSIONAL SERVICE INDUSTRIES, INC.**, a Delaware corporation, hereinafter referred to as "CONSULTANT".

WHEREAS, the CITY needs geotechnical testing services to be performed on a continuing and periodic basis as the need for such services may arise, per the CITY's RFQ #21-005 Continuing Contracts for Geotechnical Testing Services, attached as Exhibit A; and

WHEREAS, the CITY desires to employ the CONSULTANT in connection with the geotechnical testing services required, upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing such services upon said terms and conditions, per CONSULTANT'S qualification package attached as Exhibit B; and

WHEREAS, the CITY shall have the option to use the CONSULTANT's professional geotechnical testing services ("Services"), as further described below, for City projects (hereinafter referred to as "Project" or "Projects"); and

WHEREAS, the City has selected the CONSULTANT in accordance applicable law and the rules and ordinances of the City, and this Contract shall constitute a continuing contract to perform services on an as needed basis over a period of time;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION I

SCOPE OF SERVICES

1. CONSULTANT hereby agrees to perform for the CITY geotechnical testing services which may include services in all phases of a Project. The scope of work to be

performed through task orders issued under the continuing contract may consist of, but will not necessarily be limited to: soils investigation for design purposes including season and high ground water levels, soil stability, drainage associated with hydrological groundwater modeling, supporting documentation for permitting, and construction administrative support (materials testing). Various geotechnical testing services for City projects; such projects include large and small scale water, sewer, and reclaimed utility projects, road construction and/or rebuild construction, extensions and/or stormwater related projects, and other geotechnical type projects. There may also be a periodic need to conduct Phase 1 environmental reviews and environmental lien searches related to the possible acquisition of real property by the City. A variety of testing and consultative tasks will be required in various combinations depending on the needs of each project, as requested by the CITY, through the issuance of a Services Authorization (Task Order) issued pursuant to this Agreement.

2. CONSULTANT shall perform such services in accordance with the terms and conditions of this Contract and with applicable regulations and requirements of all interested government agencies. It is expressly understood, however, that the CITY shall have no obligation to authorize CONSULTANT to perform any services under this Contract, and may, in its sole discretion, retain other consultants to perform any or all of the services authorized under this Contract.

3. CONSULTANT shall utilize sufficient qualified personnel acceptable to the CITY to perform all services under this contract and any Services Authorization issued hereunder. CONSULTANT shall promptly remove any person from performing services as the CITY shall request in writing (which request may be made by the CITY with or without cause), and promptly replace such person with a person who shall be approved in writing by the CITY. CONSULTANT agrees to include a similar provision in its agreements with any and all Subconsultants.

SECTION II

TERM

1. Continuing Contract. This Agreement shall continue in full force for an initial period of three (3) years, beginning on **August 17, 2021**, with two (2) automatic one-year renewable extensions, for a total of five (5) years. Each one-year renewable term shall automatically be renewable for the next succeeding one-year term with the condition that the CITY'S obligation to pay under this Agreement for each year is contingent upon the CITY in its good faith judgment having sufficient funds to make an annual appropriation for the Services to be provided under this Agreement. The Agreement shall continue in full force and effect from the date first written above or until terminated in accordance with this Agreement. The CITY shall have the option of extending the term an additional one (1) year. The above time periods may be extended to complete Services being rendered under a Project that has already been identified in a Services Authorization issued prior to the expiration of the Agreement.

2. The CITY shall, from time to time at its sole discretion, authorize the CONSULTANT in writing to provide Services under this Agreement by issuing a Services Authorization. A Services Authorization shall, by mutual agreement of the parties, set forth, (1) the Scope of Services, (2) the time for performance, (3) method and amount of compensation, (4) the items to be provided to the CITY, and (5) the services, information and data that can be provided by the CITY to the CONSULTANT.

3. The CITY does not guarantee, warrant, or represent that any number of Projects or any particular type of Project will be assigned to the CONSULTANT under the terms of this Agreement. Furthermore, the purpose of this Agreement is not to authorize a specific Project, but to set forth certain duties, obligations, rights, and responsibilities that may be incorporated by reference into any Services Authorization that may be mutually agreed to by the parties. The

CITY shall have the sole discretion to select the Project(s), if any, that may be given to the CONSULTANT.

4. The CONSULTANT shall perform any and all Services in a timely, efficient and cost-effective manner and in a manner that comports with the standards of geotechnical testing services ordinarily exercised by reputable members of Consultant's profession.

SECTION III

COMPENSATION

1. Method of Payment: For services rendered by CONSULTANT under a Services Authorization, the CITY shall pay CONSULTANT by one of the following methods: (i) a lump sum amount; or (ii) per diem or hourly rates which shall be used as the basis, along with reimbursable expenses, for establishing a guaranteed maximum price ("GMP") which shall not be exceeded. For Services Authorizations issued with a GMP, the CITY shall reimburse CONSULTANT for the cost of permissible out-of-pocket expenses (hereinafter referred to as "Reimbursable Expenses") incurred by CONSULTANT in the performance of services. A Reimbursable Expenses budget, if required, shall be included within each Services Authorization priced on a GMP basis. Reimbursable Expenses means the actual, necessary, and reasonable expenses incurred directly or indirectly in connection with the Project and may include expenses for reproduction, presentation materials and supplies, photography and video, travel outside of Orange and Seminole Counties, postage, overnight or express mail, long distance telephone, and facsimile costs. Travel expenses shall be submitted in accordance with Florida Statute § 112.061 (2008). Travel and per diem charges shall not exceed the limits allowed under applicable Florida Statutes.

2. CONSULTANT shall submit to CITY the invoices of CONSULTANT, in detail sufficient for a proper preaudit and postaudit thereof.

3. CITY shall pay CONSULTANT not later than thirty (30) calendar days of its receipt of CONSULTANT'S invoices, unless, within the 30-day period, the CITY, 1) notifies CONSULTANT of an objection to the PAYMENT amount, and 2) either provides CONSULTANT with a determination of the proper PAYMENT, or requests further information from CONSULTANT so that a proper PAYMENT can be calculated and agreed upon by the parties.

4. The CITY's objection to the PAYMENT amount shall be accompanied by the CITY's remittance of any undisputed portion of the PAYMENT.

5. Upon the termination of this AGREEMENT, CONSULTANT shall prepare a final and complete payment statement for all SERVICES and reimbursable expenses incurred since the posting of the last payment statement, and through the date of termination. CONSULTANT also agrees to maintain, and to cause each of its subcontractors to maintain complete and accurate books and records (BOOKS) in accordance with sound accounting principles and standards, in a form acceptable to the CITY, and relating to all SERVICES and related costs and expenditures to the CITY that have been contracted for and paid during the life of this AGREEMENT. The BOOKS shall identify the SERVICES rendered during each month of this AGREEMENT, the date that each PROJECT expense was incurred, and whether the expense was SERVICE or reimbursable-related.

6. The BOOKS may (but need not) be kept separate and apart from CONSULTANT's other books; but the CITY shall have the right, at any reasonable time and through any of its designated agents or representatives, to inspect and audit the BOOKS for the purpose of verifying the accuracy of any payment statement.

7. CONSULTANT shall retain the BOOKS, and make them available to the CITY as specified above, until the later of five (5) years after the date of termination of this AGREEMENT, or five (5) years from the date of the final payment statement (of the PROJECT)

prepared for the CITY, or such longer time if required by any federal, state, or other governmental law, regulation, policy, or contractual or grant requirement or provision.

8. When the CITY has reasonable grounds for belief (or information to believe) that, 1) CONSULTANT will be unable to perform the SERVICES; or 2) a pending or meritorious claim exists against CONSULTANT or the CITY arising out of CONSULTANT's negligence or CONSULTANT's breach of any provision of this AGREEMENT; then the CITY may withhold a payment otherwise due and payable to CONSULTANT. This provision is intended solely for the benefit of the CITY.

9. The acceptance by CONSULTANT, its successors, or assigns, of any final payment due upon the termination of this AGREEMENT, shall constitute a full and complete release of the CITY from any and all claims, demands, or causes of action whatsoever that CONSULTANT, its successors, or assigns may have against the CITY under the provisions of this AGREEMENT.

SECTION IV

INDEMNIFICATION AND INSURANCE

1. Indemnification. The CONSULTANT shall indemnify, defend and hold harmless the City, its representatives, employees, and elected and appointed officials, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed or utilized by the CONSULTANT in the performance of any professional services rendered under this Agreement or any Services Authorization issued pursuant to this Agreement. For purposes of compliance with Florida law, CONSULTANT acknowledges that this provision shall be deemed a part of the project specifications or the bid documents.

2. Insurance. The CONSULTANT shall purchase, maintain, and keep in full force, effect, and good standing, such insurance that is further described below, and any other insurance

necessary to fully protect it from claims of the nature that are detailed below, that may arise out of, or result from, the CONSULTANT's operations, performance, or Services, or all of these things, or any of these things in combination (CONSULTANT's Operations), whether the CONSULTANT's Operations are by the CONSULTANT, any of its agents or Subconsultants, or anyone for whose act or acts it may be liable. The CONSULTANT'S insurance carrier shall be licensed to do business in the State of Florida and shall have an A.M. Best Rating of A or better. The insurance required by this Subsection shall be written for not less than the limits of liability specified below, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the CONSULTANT's obligation under this Agreement.

3. The CONSULTANT shall provide evidence of insurance in the form of a certificate of insurance issued on behalf of the City of Ocoee by companies acceptable to the City at the following minimum limits and coverage's with deductible amounts acceptable to the City. The CONSULTANT shall not commence any work in connection with this contract or any applicable Services Authorization until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the CONSULTANT allow any Sub-consultant to commence work on a subcontract until all similar insurance required of the sub-consultant has been so obtained and approved. Policies shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a rating deemed acceptable to the City. Policies for Workers' Compensation may be issued by companies authorized by applicable Florida law. The following insurance requirements are also applicable:

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

b) Workers' Compensation Insurance: The Consultant shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits of

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

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

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

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

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

g) Owner's Protective Liability Insurance: (Not applicable for Design Services). As applicable for construction projects, providing coverage for the named insured's liability that arises out of operations performed for the named insured by independent consultants and are directly imposed because of the named insured's general supervision of the independent consultant. The Consultant shall procure and furnish

an Owner's Protective Liability Insurance Policy with the following limits: $1,000,000, and per occurrence, $2,000,000. Aggregate and naming the City of Ocoee as the Named Insured.

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

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

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

4. City As Additional Insured. The CITY shall be listed as an additional insured on all insurance coverage required by this Agreement, except Worker's Compensation and Professional Liability errors and omissions insurance. Furthermore, all other insurance policies pertaining to the Services to be performed under this Agreement shall memorialize that the CONSULTANT's, or the CONSULTANT's Subconsultant's, or all of these entities' (Primary Insureds) insurance, shall apply on a primary basis, and that any other insurance maintained by the CITY shall be in excess of and shall not contribute to or be commingled with the Primary Insured's insurance.

5. CITY's Right to Inspect Policies. The CONSULTANT shall, in the event of a material claim, upon thirty (30) days' written request from the CITY, deliver copies to the CITY of any or all insurance policies that are required in this Agreement.

SECTION V

TERMINATION

1. Termination Without Cause. This Agreement may be terminated by either party by delivering a thirty (30) written notice to the other party. In the event of the termination of this Agreement, any liability of one party to the other arising out of any Services rendered, or any act or event occurring prior to the termination, shall not be deemed to be terminated or released. The CONSULTANT shall be paid for Services completed prior to receipt of the termination notice and for reasonable termination settlement costs relating to commitments which had become firm prior to the termination; however, payment to the CONSULTANT will exclude any and all anticipated supplemental costs, administrative expenses, overhead and profit on uncompleted Services.

2. Termination for Cause. In addition to any other termination provisions that may be provided in this Agreement, the CITY may terminate this Agreement, or any Services Authorization issued under this Agreement, in whole or in part, if the CONSULTANT (1) makes a willfully false payment statement; (2) substantially fails to perform any material obligation under this Agreement or Services Authorization and does not remedy the failure within five (5) calendar days after receipt by the CONSULTANT of written demand by the CITY, or (3) refuses to allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from § 24(a) of Article I of the State Constitution and Florida Statutes § 119.07(1). The CONSULTANT may terminate this Agreement or any Services Authorization issued under this Agreement, if the CITY fails to perform any material obligation under this Agreement, and does not remedy the failure within

fifteen (15) calendar days after receipt by the CITY of written demand from the CONSULTANT.

3. Upon termination of this Agreement for Cause by the CITY, the City may pay the CONSULTANT for those Services actually rendered and contracted for under a Services Authorization, and those reasonable and provable expenses required by any Services Authorization and actually incurred by the CONSULTANT for Services prior to the effective date of termination. Such payments, however, shall be, 1) reduced by an amount equal to any additional costs and damages incurred by the CITY as a result of the default(s) of the CONSULTANT, including all incidental and consequential fees and expenses.

4. Delivery of Materials Upon Termination. In the event of termination of this Agreement (or any Services Authorization) by the CITY, prior to the CONSULTANT's satisfactory completion of all the Services described or alluded to herein, the CONSULTANT shall promptly furnish the CITY, at no additional cost or expense, with one (1) copy of the following items (Documents), any or all of which may have been produced prior to and including the date of termination: data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by the CONSULTANT, or by any Subconsultant, in rendering the Services described herein, and not previously furnished to the CITY by the CONSULTANT pursuant to this Agreement, or any Services Authorization. The Documents shall be the sole property of the CITY, and the CITY shall be vested with all rights provided therein of whatever kind and however created. The CONSULTANT shall also require that all such Subconsultants agree in writing to be bound by the provisions of this Subsection.

SECTION VI

SUSPENSION

The CITY has the right to suspend the CONSULTANT's Services (in whole or in part) rendered under this Agreement or any Services Authorization. However, if the CITY suspends the CONSULTANT's Services pursuant to any Services Authorization, the CITY will add to the period of service for such Services Authorization a period not less than the duration of such suspension and compensate the CONSULTANT for the reasonable and provable additional costs it has incurred as a direct and proximate result of such suspension.

SECTION VII

NOTICES

1. All notices denominated as such by this Agreement, or the City Code, or Florida law, required to be given to the CONSULTANT hereunder shall be in writing, and shall be given by hand-delivery or United States mail, postage prepaid, addressed to:

Professional Service Industries, Inc.
1748 33rd Street
Orlando, FL 32839
Attention: Aaron Wells

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, City Engineer.

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 geotechnical testing 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.

(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.

ATTEST:

Stephanie W. Landis
Name: Stephanie W. Landis

ACCEPTED:
PROFESSIONAL SERVICE INDUSTRIES, INC.

By: A Wells
Name: Aaron Wells
Title: Department Manager

(SEAL)

ATTEST:

Melanie J Sibbitt
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 7th day of SEPT., 2021

SHUFFIELD, LOWMAN & WILSON, P.A.

BY: _____
Scott A. Cookson, City Attorney

APPROVED BY THE OCOEE CITY COMMISSION AT A MEETING HELD ON July 20, 2021
UNDER AGENDA ITEM NO. 8.

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: Stephanie W. Landis
Print Name: Stephanie W. Landis
Title: Business Development Mgr.

CONSULTANT:
PROFESSIONAL SERVICE INDUSTRIES, INC.

BY: A Wells
Print Name: Aaron Wells
Title: Department Manager

STATE OF FLORIDA }

COUNTY OF Orange }

PERSONALLY APPEARED before me, the undersigned authority, Aaron Wells, [Y well known to me or [ ] who has produced his/her _____ as identification, and known by me to be the Department Manager 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 August, 2021

Lisa A. LaMontagne
NOTARY PUBLIC

Print Name: Lisa A. LaMontagne
My Commission Expires: _____

Lisa A. LaMontagne
Notary Public
State of Florida
Comm# HH048402
Expires 9/29/2024

CITY OF OCOEE

REQUEST FOR QUALIFICATIONS
(RFQ) #21-005

CONTINUING CONTRACTS FOR GEOTECHNICAL TESTING SERVICES

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FOR
RFQ #21-005
CONTINUING CONTRACTS FOR GEOTECHNICAL TESTING SERVICES

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Request for Qualifications, Legal Advertisement

The City of Ocoee, Florida, (the "City") is soliciting sealed statements of qualifications for **RFQ #21-005 CONTINUING CONTRACTS FOR GEOTECHNICAL TESTING SERVICES.** Qualification packages will only be accepted electronically through Negometrix4, a free e-Procurement platform, **until 2:00 pm, local time, on May 4, 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@ci.ocoee.fl.us. 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 April 4, 2021.

CITY OF OCOEE
REQUEST FOR QUALIFICATIONS "RFQ" #21-005
CONTINUING CONTRACTS FOR GEOTECHNICAL TESTING 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 qualification from geotechnical testing firms that are interested in providing such services for City projects. Such projects include large- and small-scale water, sewer, and reclaimed utility projects, road construction and/or rebuild construction, extensions and/or stormwater related projects, and other geotechnical type projects. There may also be a periodic need to conduct Phase 1 environmental reviews and environmental lien searches related to the possible acquisition of real property by the City. A variety of testing and consultative tasks will be required in various combinations depending on the needs of each project.

   Responding firms (Respondent, Firms, Bidder, Proposer) must be experienced in providing geotechnical testing services for projects of a scope and nature comparable to those described. Use of qualified subconsultants for specialty work is acceptable. To be considered, the firm shall be qualified by a licensed professional in accordance with Florida State law and be familiar with all applicable State of Florida, St. Johns River Water Management District, Orange County, and City land development codes, regulations, and laws, and with City and Orange County construction standards.

   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. Geotechnical Testing 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 to at least three (3) Respondents, if possible, deemed to be the most highly qualified to perform the required services. In determining whether a firm or individual is qualified, the City shall consider criteria set forth in the RFQ. The firm selected by the City will provide professional services to the City on an as-needed basis, based upon task orders to be issued by the City under the continuing contract. The continuing contract shall have an initial three (3) year period plus two automatic one-year renewable extensions, and one (1) year optional renewal at the City's discretion.

3. Prospective respondents may secure a free copy of the documents required for submitting a response through Negometrix's Negometrix4 platform by accessing the City's published solicitation page at https://app.negometrix.com/buyer/748. Please visit https://www.ocoee.org/323/Purchasing for more information. Prospective respondents will be provided with all information regarding this RFQ, addenda, and changes to the project requirements through the Negometrix4 platform. Partial sets of the documents required for submitting a statement of qualifications will not be issued. By using Negometrix, prospective respondents will be provided with all information

regarding this RFQ, all addendums and changes to the project requirements; there is no charge to use the Negometrix e-procurement platform.

4. Each qualification package should consist minimally of a cover letter, statement of qualifications, conflict of interest disclosure form and company information form (attached at the end of these instructions). Please also include a copy of all applicable licenses held by firms or key subconsultants proposing to perform the work. Statements of qualifications should be limited to a total of **forty (40) 8.5"x 11" pages** (including any resumes and maximum 2-page cover letter but excluding front and back covers, dividers, table of contents, and company information form), single-sided, portrait orientation, 12-point font. Additional submission instructions are supplied below in Section D. Any qualifications package failing to conform to these specifications may be subject to rejection. **The person signing the signature sheet on behalf of the respondent must have the legal authority to bind the respondent to the submitted qualification package and shall be understood to do so.** All expenses for providing qualification packages to the City shall be borne by the respondent.

5. The City utilizes Negometrix, an e-procurement platform, Negometrix4 version. The City is **ONLY** accepting electronic solicitation responses online through the City's Negometrix4 platform at https://app.negometrix.com/buyer/748. This link can also be accessed through the City's website at https://www.ocoee.org/323/Purchasing under the ***Current Open Solicitations*** menu. All responses for this bid **MUST** be submitted through the Negometrix4 platform. Bid/RFP/RFQ submissions received in any other format will not be accepted; no paper, fax, or e-mailed submissions will be accepted. **There is no charge to use the Negometrix electronic bid submission platform**.

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

   Once your company is registered with Negometrix, you will be able to submit your bid/proposal/qualification statement securely, any time before the bid deadline, at https://app.negometrix.com/buyer/748 by clicking the PARTICIPATE BUTTON under the solicitation. Qualification Statements submitted on Negometrix4 will remain locked and inaccessible by City staff until the bid deadline. Respondents are encouraged to allow ample time to upload and submit your Response as the system will automatically lock responses upon the bid deadline. A virtual public RFQ opening will be held on the date and time indicated below. Details on how to access the virtual bid opening will be located on the City's website at https://www.ocoee.org/959/Public-Bid-Meetings.

6. Respondents shall submit one (1) complete electronic copy, preferably in a single file, of their qualifications package on the Negometrix4 platform. Qualification packages must be received by Negometrix4 no later than **2:00 p.m. (local time) on May 4, 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@ci.ocoee.fl.us. Deadline for receipt of written inquiries will be **April 27, 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 amount of $1 million on 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: A+ 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 INSR	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) $ 2,000,000
		ALL OWNED AUTOS				BODILY INJURY (Per person) $
		SCHEDULED AUTOS				
	X	HIRED AUTOS				BODILY INJURY (Per accident) $
	X	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) $
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT $
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC $ / AGG $
		EXCESS/UMBRELLA LIABILITY				
X	X	OCCUR [ ] CLAIMS MADE				EACH OCCURRENCE $ 1,000,000
						AGGREGATE $ 2,000,000
		DEDUCTIBLE				$
		RETENTION $				$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				X WC STATU-TORY LIMITS [ ] OTH-ER
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT $ 500,000
						E.L. DISEASE - EA EMPLOYEE $ 500,000
						E.L. DISEASE - POLICY LIMIT $ 500,000
		OTHER				
		Builders Risk				Any 1 Loc 100,000
						Any 1 Occ 1,000,000

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

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

CERTIFICATE HOLDER

OCOSE01

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 City of Ocoee, Florida (City), in conformance with its policies and procedures, is soliciting statements of qualification from geotechnical testing firms that are interested in providing such services for City projects. Such projects include large- and small-scale water, sewer, and reclaimed utility projects, road construction and/or rebuild construction, extensions and/or stormwater related projects, and other geotechnical type projects. There may also be a periodic need to conduct Phase 1 environmental reviews and environmental lien searches related to the possible acquisition of real property by the City. A variety of testing and consultative tasks will be required in various combinations depending on the needs of each project.

Each firm proposing to provide geotechnical testing services to the City shall provide a complete list of all such services normally available from that firm. Work will be requested through a task work order to which the firm will provide a price proposal. The City may reject or accept the statement of qualifications, request additional information, or negotiate a different mix of services and/or prices. Once an agreement is reached, the work will be authorized through a City purchase order. The task work order will be used to determine the expected quantity and nature of the services required for the covered project(s). The purchase order will authorize a specified maximum cost for services to be provided. Project conditions may alter the number and nature of tests and services provided over the course of the work, so long as the maximum budget authorized is not exceeded.

The City intends to award continuing contracts to no fewer than three (3) firms, if possible, deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the City shall consider criteria set forth in the RFQ. The continuing contract shall have an initial three (3) year period plus two automatic one-year renewable extensions, and a one (1) year optional renewal at the City's discretion.

The following list is a representative sample of the tasks to be procured, as needed, for City projects:

Roadway-related Services:

1. Stabilized subgrade in-place density test
2. Stabilized subgrade depth verification test
3. Stabilized subgrade strength verification test (Limerock Bearing Ratio)
4. Limerock in-place density test
5. Limerock depth verification test
6. Limerock modified proctor test
7. Soil cement testing, crushed concrete for base
8. Asphaltic concrete extraction & gradation test, per day
9. Mobilization of equipment
10. Asphalt core testing for depth & density w/patching of core hole, per core
11. Laboratory test of asphalt cores for density

Utility-related Services:

1. Pipe in-place density tests (typically 1 test per 300 ft. of pipe for every 1 ft. of backfill)
2. Structure in-place density test (typically 1 test per structure per 1 ft. of backfill)
3. Modified proctor test

Building-related Services:

1. Footing foundation soil density test
2. Concrete slump test
3. Soil bearing test

Miscellaneous Services:

1. Phase 1 environmental review
2. Environmental lien search
3. Engineering technician, per hour
2. Engineer review, per hour
3. Engineering review and administrative overhead, as a percent of the total task
4. Other service not explicitly listed above but customarily provided by the firm as part of its geotechnical testing services

The list given above is representative but not complete. Interested firms must be experienced in providing services for projects of a scope and nature comparable to those described. Use of qualified sub-consultants for specialty work is acceptable. To be considered, the firm shall be a licensed to do business of this type 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.

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 shall provide information relative to their ability to provide services that will best meet the needs of the City.

The City of Ocoee requires comprehensive responses to every section within this RFQ. To facilitate the review of the responses, firms should follow the described response format. The intent of the RFQ format requirements is to expedite review and evaluation. It is not the intent to constrain firms with regard to content, but to assure that the specific requirements set forth in this RFQ are addressed in a uniform manner amenable to review and evaluation. In order to simplify the review process and obtain the maximum degree of comparison, the Respondent should use the following format in responding to the RFQ and missing material may cause your submission to be evaluated accordingly:

I. Firm's Qualifications

- Firm's and key employee's certifications and licenses with regulatory agencies, professional organizations, etc.

- List firm's key sub-consultants, their qualifications, and their role in providing these services, if applicable.
- List of firms' other current or recently completed similar services within the past two (2) years with other public or private agencies.
- List of at least three (3) client references to include organization name, contact person, telephone number (s), and e-mail address.
- Firm's project organization and coordination structure
- Firm's understanding of the services requested and how the firm would accomplish the work

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

- List the location of all offices (firm and key sub-consultants) involved with this project and approximate distance (in miles) and time (in hours) to City Hall.
- Conflict of Interest Disclosure p. 18
- Receipt of any addenda issued. p. 19
- Summary of Litigation, if none please so state. 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
- Company Information/Signature Sheet p. 20.

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
37 days later	Qualification statements distributed to selection committee
45-60 days later	Selection 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.

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. Experience of the firm and key personnel • Past Performance and Experience of the Firm • Past Performance and Experience of the Team Members • Past Performance and Experience with or in the City • Overall Experience • Affect of Legal Action Against the Firm • References, Licenses with Regulatory agencies • Firm's project organization and coordination structure	**50**
2. Ability to Meet Time and Budget Requirements • Current and Projected Workloads of the Firm	**25**
3. Project Approach • Briefly describe your Firm's understanding of the services requested and how the firm would accomplish the work.	**15**
4. Office Location • Location of the Firm 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**
	100

G. WORK ASSIGNMENT PROCEDURES

Firm(s) selected by the City will provide professional Geotechnical Testing 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.

Invoicing for completed work or progress billing shall be submitted to the requesting Utilities Department for processing and submission for payment by the Finance Department with a copy to:

Finance Department
Accounts Payable
City of Ocoee
150 N. Lakeshore Drive
Ocoee, Florida 34761

H. 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 #21-005

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

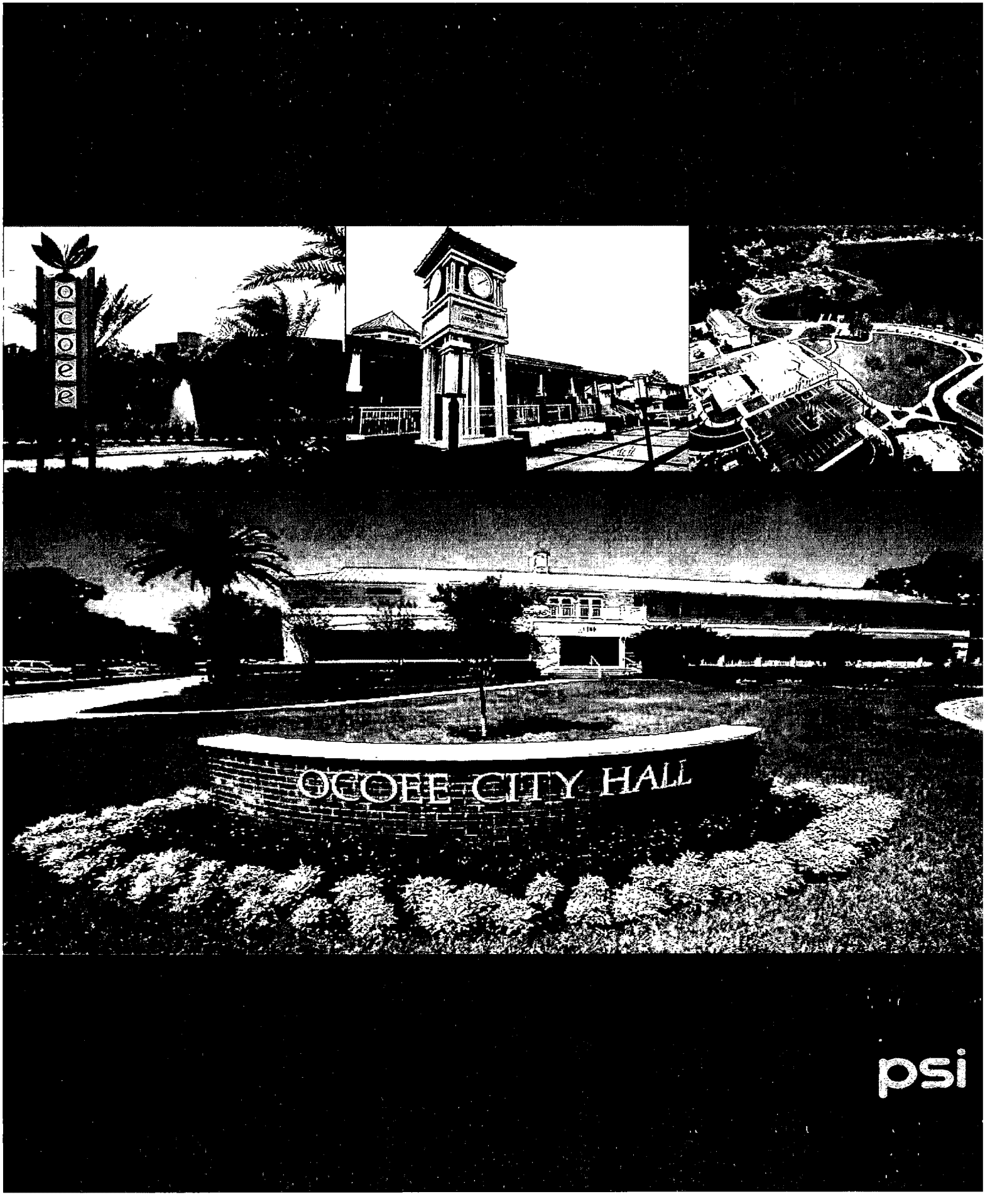
_____
Printed, typed or stamped
Commissioned name of Notary Public

EXHIBIT A

RFQ #21-005 CONTINUING CONTRACTS FOR GEOTECHNICAL TESTING SERVICES

EXHIBIT B

CONSULTANT'S QUALIFICATION PACKAGE RESPONSE TO RFQ #21-005


OCOEE CITY HALL
psi

Professional Service Industries, Inc.
1748 33rd Street
Orlando, Florida 32839
Phone: (407) 304-5560
Fax: (407) 304-5561

May 4, 2021

Ms. Melanie Sibbitt
City Clerk
City of Ocoee
150 N. Lakeshore Drive
Ocoee, Florida 34761

Re: RFQ #21-005 Continuing Contracts for Geotechnical Testing Services

Dear Ms. Sibbitt and the Selection Committee:

Thank you for the opportunity to submit our qualifications package to provide the City of Ocoee (City) with Professional Geotechnical Testing Services. We have reviewed the RFQ and are certain that PSI can continue to provide the services requested in the timely and cost-effective manner that the City has become accustom to.

PSI was founded in 1961 in Champaign, Illinois as A&H Materials Testing and was incorporated in Delaware in June of 1972. PSI is now a wholly owned subsidiary of Intertek, a global leading provider of quality and safety solutions to the building and construction industry. PSI has been providing geotechnical engineering, construction materials testing, threshold inspection, environmental consulting, and roofing and building envelope consulting services with various City, County and State agencies for more than 45 years in Florida. Our Orlando office, where all work for this contract will be managed from, is one of PSI's largest in the country and employs more than 150 staff members. PSI offers the City a full spectrum of in-house capabilities, along with a wealth of knowledge and experience needed to meet any challenge associated with the requirements of this contract.

We offer the City more than just the typical geotechnical, environmental, and materials testing services. We have in-house abilities to perform specialty services such as Pile Dynamic Analysis (PDA), conduct radiographic inspections, locate reinforcing and voids in concrete, perform ground penetrating radar (GPR), provide coatings and corrosion inspections, and offer environmental remediation, as well as many other specialized services. We have barge and track-mounted drill rigs, sonic logging abilities and in-house wood products, metallurgical and analytical laboratories. PSI provides a complete package.

The following page includes a brief summary of additional reasons why we believe PSI is the best choice for this contract:

Qualified Personnel
PSI will provide the City with experienced personnel to continue meeting all the needs of this continuing contract. Our staff includes many degreed and licensed professionals including Professional Engineers, Professional Geologists, Registered Architects, Licensed Environmental Professionals, Certified Industrial Hygienists, Certified Indoor Environmentalists, Certified Indoor Environmental Consultants, Certified Safety Professionals, Florida Licensed Mold Assessors, Engineers-In-Training, and Registered Roof Consultants.

Proven Past Record/Local Knowledge

PSI continues to successfully manage similar contracts with various City, County and State agencies and has done so for nearly 45 years in Central Florida. ***We have been continually under contract with the City providing these same services since 1999.*** As such, we are very familiar with your personnel, procedures, requirements, and expectations. We also have a clear understanding of Federal, State, County, City and Water Management District procedures, personnel, conditions, regulations, applicable codes and requirements. As a result of these experiences, we will not face a learning curve and are immediately prepared to provide the City with an unparalleled commitment.

Performance Ability

Due to the size of PSI's staff and facilities in Orlando, we are able to provide quick response times for both personnel and test results – especially for your on-call emergency services. Maintaining one of the largest private engineering inspection and testing laboratory in the state, PSI performs thousands of tests and inspections each week. This volume and capacity assure our clients of some of the quickest turn-around times in the industry. ***PSI's laboratory is one of only a few local labs with R-18 certification and full accreditation by CMEC and the Army Corps of Engineers.*** Our 70+ field and laboratory technicians are also certified by the pertinent industry accreditation agencies. We maintain a full-time dispatcher and equip all our field personnel with smart phones, laptops, and/or tablets

Quality Control

PSI's implementation of **PSIQEST** (Quality, Efficiency, Standardization, Technology) assures the City real-time access to reporting, invoicing, and budgetary information on all your projects with us. **PSIQEST** is our customized solution that integrates the world's most powerful information management system for engineering and testing services with a client portal and project and financial management toolset. Among the many innovative and efficient features of the system are the built-in data validation checks, equipment calibration controls, budgetary monitoring and specification checks to help assure laboratory performance, accuracy and accreditation. Two arms of the **PSIQEST** system, **QESTField** and **Construction Hive**, deliver field data and final reports electronically, and allow for secure access of project information via a web-based portal available 24/7 to authorized City staff.

Commitment

We commit to the City that PSI will continue performing our work with the quality you've come to expect. We are confident that with our demonstrated experience, size and qualified professional staff, we are the best choice to provide the City with the services outlined in this RFQ response. If there is any additional information you may need, please do not hesitate to contact us directly.

Sincerely,

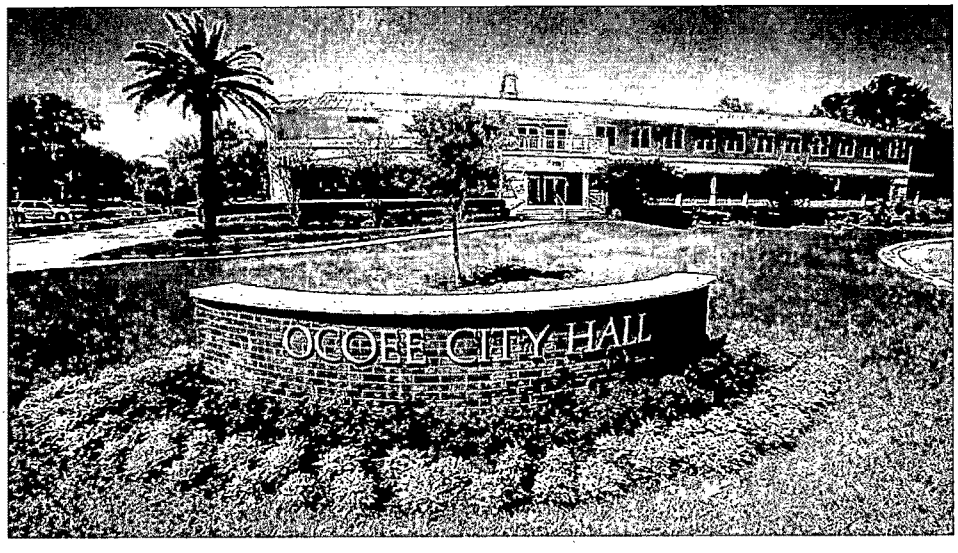
Aaron Wells, P.E.
Single Point of Contact/Department Manager

Stephanie Weidner Landis
Business Development Manager

ocoee

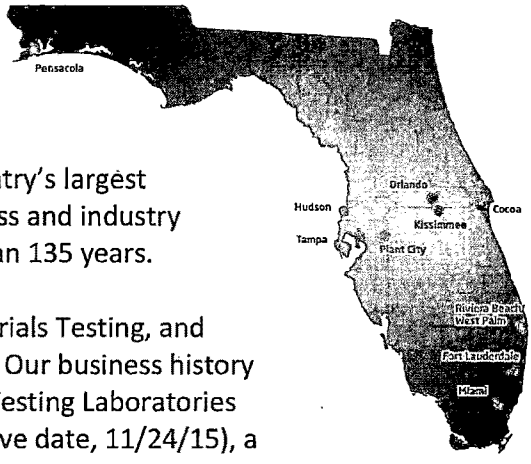
CONTINUING CONTRACTS
GEOTECHNICAL TESTING SERVICES

RFQ NO: 21-005



Company Background & Licensing:

Professional Service Industries, Inc. (PSI) PSI is a nationally recognized geotechnical engineering, construction materials testing/inspection, environmental consulting, industrial hygiene, & facilities/roof consulting corporation that currently employs over 2,500 professionals in nearly 100 offices across the country. We are a leader among the nation's independent testing organizations and rank among the country's largest consulting engineering firms. PSI has been providing business and industry with objective, accurate and useful information for more than 135 years.



PSI was founded in 1961 in Champaign, Illinois as A&H Materials Testing, and incorporated as Professional Service Industries, Inc. in 1972. Our business history dates back to 1881, by way of the acquisition of Pittsburgh Testing Laboratories Inc. PSI is now a wholly owned subsidiary of **Intertek** (effective date, 11/24/15), a leading quality and safety solutions provider to industries worldwide. Established as a legal entity in Florida in 1975, we have a team of more than 300 professionals located within our offices throughout the state. Our Central Florida operations are the largest in the firm employing over 200 geotechnical, construction materials, environmental engineers, facilities services, technicians, and support staff who have been providing services throughout Florida for 45+ years.

PSI's unique combination of local, independent offices and nationwide resources means our project managers have the full responsibility for managing your local projects, and also have the national resources to handle the most challenging and complex projects, regardless of size.

PSI FL Locations	Staff
Pensacola	9
Orlando	152
Kissimmee	6
Cocoa	10
Plant City	1
Hudson	8
Tampa	51
Rivera Beach/WPB	2
Fort Lauderdale	20
Miami	57
Total	316

PSI's experience with contracts of this nature is extensive. We have provided geotechnical engineering site investigations, drilling services, foundation design and analysis, construction materials testing and inspection, environmental site assessments, asbestos analysis, lead-based paint and indoor air quality, soil & groundwater assessment, etc. to multiple government agencies during our 45+ years of central Florida work history.

As the City is responsible for the wellbeing, growth, and service to its citizens, PSI takes on that same commitment when working under continuing contract with any municipality. We know that the City maintains a tight budget for the construction and maintenance of utilities, buildings, roads, and parks. As a result, providing cost effective solutions and considerations are an important part in design services, remediation services, and new construction services. Our firm has created a project approach that allows for constant communication between the City and PSI in order to maintain a strong working partnership – starting with pre-construction meetings through to project completion. We pride ourselves in listening to our clients and providing sound, quality, cost-effective solutions. This work ethic has allowed PSI to maintain continuing contracts with many local governments and municipalities through many multi-year terms.

Below and on the next pages, please find our firms licensing. Additionally, we have listed on each key staff member's resume any licenses/certifications that they may have.

State of Florida
Department of State

I certify from the records of this office that PROFESSIONAL SERVICE INDUSTRIES, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on July 1, 1983.

The document number of this corporation is 856982.

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 5, 2021, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

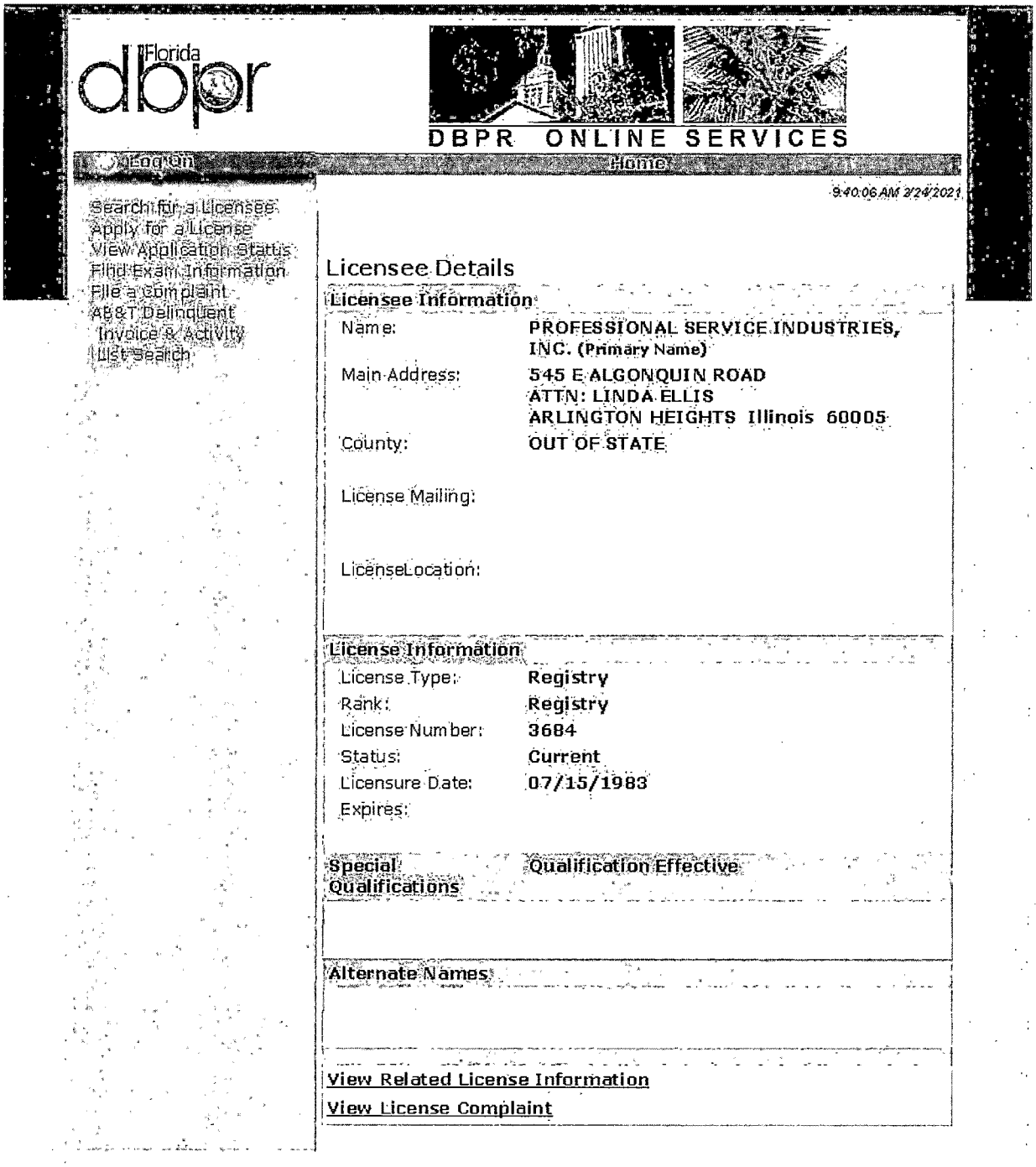
Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifth day of January, 2021

Secretary of State

Tracking Number: 1844760775CU

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

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



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- Apply for a License
- View Application Status
- Find Exam Information
- File a Complaint
- AB&T Delinquent Invoice & Activity List Search

Licensee Details

Licensee Information

Name:	PROFESSIONAL SERVICE INDUSTRIES, INC. (Primary Name)
Main Address:	545 E ALGONQUIN ROAD ATTN: LINDA ELLIS ARLINGTON HEIGHTS Illinois 60005
County:	OUT OF STATE
License Mailing:	
LicenseLocation:	

License Information

License Type:	Registry
Rank:	Registry
License Number:	3684
Status:	Current
Licensure Date:	07/15/1983
Expires:	

Special Qualifications	Qualification Effective

Alternate Names:

View Related License Information

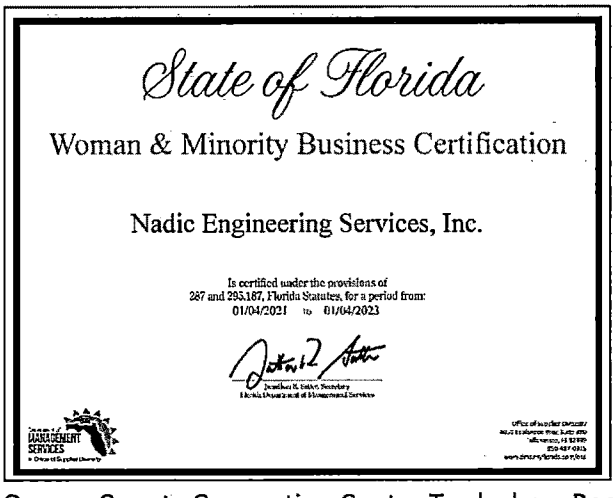
View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

The State of Florida is an A/A/EEO employer. Copyright 2007-2010 State of Florida. Privacy Statement

Sub-consultants Qualifications:

Nadic is a client-driven engineering firm providing geotechnical, geo-environmental, and construction materials testing and inspection services. NADIC was founded in 2001 and is a certified Small Business Enterprise (SBE) and Disadvantaged Business Enterprise (DBE) with the Florida Department of Transportation. NADIC is also certified MWBE with the State of Florida, Orange County, Florida, City of Orlando, Orlando International Airport, Miami-Dade County Public Schools, Central Florida Expressway Authority (CFX) and South Florida Water Management District (SFWMD). NADIC is further certified as a CBE and Micro/SBE with Miami- Dade County, Florida. NADIC is currently serving clients from two locations: Orlando and Miami.



State of Florida

Woman & Minority Business Certification

Nadic Engineering Services, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
01/04/2021 to 01/04/2023

NADIC was chosen as a sub-consultant for this contract based on their relationship with PSI and their track record of successful performance on municipal contracts and projects. In fact, both Godwin Nnadi and Rich Haffner of NADIC are former employees of PSI, further cementing our relationship. NADIC has recently participated in several projects in Orange County, both with PSI and with others. These projects include Gore Street Utility Improvements, Berry Dease Road, L.B. McLeod Improvements, SR 429 Milling and Resurfacing from CR 535 to US 441, Apopka Vineland at Conroy Windermere Road Intersection, Orange County Convention Center Tradeshow Road Improvements, SR 429 and Schofield Road Interchange Improvements, CR 535 and Blue Bird Pond Road improvements, Avalon Road Roadway Conceptual Analysis from Florida's Turnpike to West Colonial Drive, Rosalind Avenue Pavement Reconstruction, West Livingston Road Extension, Econlockhatchee Trail Widening from South of Lee Vista Boulevard to South of Curry Ford Road, Grand National Drive and Greenbriar Parkway, Lake Davis to Lake Greenwood Drainage Improvements, and Dr. Phillips Performing Art Center.

NADIC provides the following services:

- *Geotechnical Engineering: NADIC helps define the construction and long-term performance risk associated with subsurface conditions for all types of wastewater plants, transportation systems, buildings, airport facilities, dams, landfills, and other civil projects. NADIC has in-house three (3) drill rigs and one (1) pavement coring drill.*

- *Geo-environmental Engineering: For a site suspected to be contaminated, NADIC aptly characterizes the physical features of the site and of existing chemical components; assesses the existing risk; and performs an engineering evaluation of appropriate corrective measures required to reduce risk and meet regulatory compliance.*

- *Water resources: The need for development, conservation, and management of water as a natural resource has continued to be a challenge. NADIC engineers seek to apply problem control and mitigation as regional water resources are placed on under constant pressure.*

- *Construction Materials Testing and Inspection: NADIC offers material engineering testing and inspection services applicable to the governmental, construction and manufacturing industries. Field testing includes verification of material standards and quality, construction quality control and reconstruction quality assurance.*

Name	***Godwin N. Nnadi, PhD, PE***
Title	Principal Engineer
Certifications	Professional Engineer #50637, Florida Professional Engineer #90355751, Canada
Education	PhD Civil Engineering (1990); Queens University, Kingston, Canada M.S. Civil Engineering (1980); Purdue University, Lafayette, Indiana B.S Mining/Geological Eng., (1979); University of Nevada, Reno
Similar Projects/Experience	Dr. Nnadi, Principal-In-Charge, has 41 years of experience in geotechnical and geo-environmental engineering. His experience include work on roadways, bridges, high-rise structures, pipelines, earth dam design, dam remediation, landfills, geotechnical instrumentation, pavement evaluation and forensic engineering. He has completed over 600 projects in Central Florida. He is also an adjunct professor with the University of Central Florida, Civil & Environmental Department and has authored and co-authored over 14 publications. Dr. Nnadi was also a former PSI employee.

PSI's Recently Completed Similar Services:

While PSI's growth has been notable, even more impressive has been our ability to grow without sacrificing our personalized attention to our clients. Recognition of the importance of our clients and repeat business has been a key factor in PSI's success. PSI will not sacrifice quality, value, or service to our clients. Since our founding, we have dedicated ourselves to excellence both in our technical expertise and in customer service. It is this principal upon which we have based our organization and established a national reputation as a leader in the field of professional engineering, testing and consulting.

Through PSI's One Company, One Call service, the County can access a wide range of engineering and environmental services, all through a single consultant. PSI has a strong reputation as an industry leader providing "Information to Build On", enabling you to make knowledgeable, cost-effective business decisions – decisions that help reduce expenses, improve quality, and decrease liabilities.

With experienced personnel dedicated to providing the highest level of customer service, PSI has built an impressive municipal client list throughout the State of Florida. PSI currently maintains a continuing contract with each of the following municipalities, under which we have been providing geotechnical, environmental, and materials testing/inspection during the past 2 years and prior:

- *City of Ocoee*
- *City of Tampa*
- *Osceola County*
- *FDOT*
- *Brevard County*
- *Orlando Utilities Commission*
- *City of Kissimmee*
- *Turnpike Authority*
- *Orange County Public Schools*
- *Flagler County*
- *City of New Smyrna Beach*
- *City of Winter Garden*
- *City of Sanford*
- *City of Maitland*
- *Osceola County School District*
- *Canaveral Port Authority*
- *Volusia County Schools*
- *Lake County*
- *Orange County Utilities*
- *Hernando County*
- *Seminole County*
- *Pinellas County*
- *City of Altamonte Springs*
- *City of Oviedo*
- *City of Mount Dora*
- *Manatee County*
- *Reedy Creek Improvement Dist.*
- *City of Winter Park*
- *South FL Water Mgt. District*
- *Hillsborough County*
- *City of Orlando*
- *City of Palm Coast*
- *City of Daytona Beach*
- *Citrus County*
- *City of Eustis*
- *City of Longwood*
- *City of Groveland*
- *City of Ormond Beach*
- *Sarasota County*
- *City of Lakeland*
- *Brevard Public Schools*
- *City of Port Orange*

Following is a sampling of PSI's related experience on projects similar in nature to those anticipated under this continuing contract. We have reviewed the RFQ and believe the projects listed below mirror services that will be requested in your upcoming projects. PSI has been responsible for providing these same services on hundreds of projects each year. Any contacts listed below may be called upon to provide a reference for PSI and more detailed information about our performance.

Ocoee Lakeshore Center
City of Ocoee

Date of Completion *– 2019*

Summary: PSI provided materials testing and threshold inspection services to the City of Ocoee for an expansion to their Lakeshore Municipal Facility. The project included the construction of a single-story expansion to the existing structure with approximately 8,000 square-feet of new building, associated infrastructure and parking areas on approximately 3.5 acres of land. There will also be a new storage unit with an approximate 2,600 square-foot building area.

The building consisted of a typical shallow foundation system, light-gauge steel walls and post-tensioned floor slabs. The existing site required up to three feet of fill in various locations to achieve the finished floor elevation for the expansion. An assembly occupancy exceeding 500 persons made this a threshold-required structure, and as such, PSI provided the threshold inspection services to the City.

Gore Street Sanitary Sewer and Water Main Rehabilitation
City of Orlando

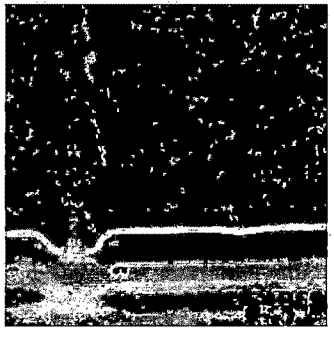
Date of Completion – *2019*

Summary: PSI provided testing services for this project for the City of Orlando, as a task authorization under our continuing geotechnical and materials testing contract. NADIC also provided services under PSI in order to help meet the minority participation goals of the City of Orlando.

The project consisted of the construction of new infrastructure included the construction of a new sanitary sewer and water main on West Gore Street extending from Woods Avenue to Avondale Avenue, and on Parramore Avenue from Gore Street to Columbia Street. The scope of work consisted of the testing elements within the right of way improvements. This included the testing and inspection of pipe structural backfill on downtown city streets for approximately 2/3 of a mile over a period of approximately one year.

Site construction included installation of storm and sanitary sewer pipelines. Roadway construction included testing and inspection of concrete curb, subbase, base and asphalt. The PSI Team provided materials testing and inspection services.

Briarwood Drive at Briarwood Path & Old Brick Road
Flagler County



Date of Completion – *2020*

Summary: This project, which PSI worked under Halifax Paving on behalf of Flagler County for, included paving and pavement markings on Briarwood Drive, Briarwood Path and Old Brick Road, starting at S.R. 100. It entailed the rehabilitation of approximately 0.523 miles of roadway and other associated improvements for Flagler County. Flagler County inspectors performed visual inspections on some portions of this project. PSI's project scope included:

- *Mobilization/Demobilization for the paving and pavement marking operation.*
- *Testing and inspection of embankment, stabilized subgrade and base materials.*
- *Testing and inspection of added drainage structures.*
- *Testing and inspection of asphalt paving and materials.*
- *Type SP Structural Course (Traffic C) 1 ½" with prime/tack for roadway and driveways and required asphalt testing.*
- *Pavement markings.*

Testing services provided included: Modified Proctor Maximum Density Testing; Limerock Bearing Ratio Testing; and Comprehensive Strength of Concrete Testing. PSI's testing contract was valued at $17,887.

Aviation Drive
Flagler County

Date of Completion – *2020*

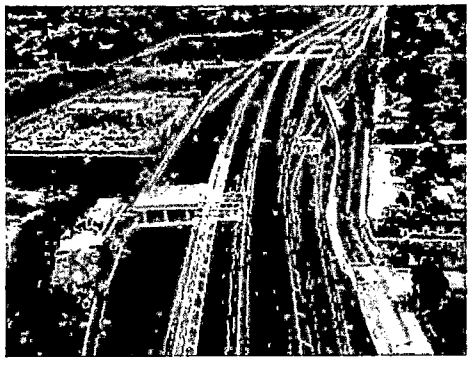
Summary: Work entailed the reconstruction of approximately 700 linear feet of Aviation Drive at the intersection with State Road 100 and associated improvements in Flagler County. Flagler County inspectors performed visual inspections on the asphalt paving portions of this project. PSI's scope of work included, but was not limited to the following:

- *Concrete Curb & Gutter Type RA*
- *Shoulder Gutter, Concrete*
- *Traffic Sep., Concrete Type I, 4` Wide*
- *Pipe Culverts, Storm Inlets and Manholes*

Testing services provided included: Modified Proctor Maximum Density Testing; Limerock Bearing Ratio Testing; and Comprehensive Strength of Concrete Testing. PSI's testing contract was valued at $16,450

SR 408 Widening from SR 417 to Alafaya Trail
Central Florida Expressway Authority (CFX) c/o Lane Construction

Date of Completion – *2019*



Summary: PSI provided materials testing services for a roadway widening project on State Road 408 (SR 408) from State Road 417 to Alafaya Trail. PSI was contracted with CFX through Lane Construction. This 3.24-mile project added a travel lane to SR 408 in each direction (from two lanes to three lanes), widened the entrance ramp from northbound Alafaya Trail to westbound SR 408 from one lane to two lanes, reconfigured the exit and entry ramps at Rouse Road and added an additional Open Road Tolling (ORT) lane in both directions at the Dean Road Main Plaza. Construction took approximately 24 months and was completed in 2019.

City Soccer Stadium
City of Orlando

Date of Completion *– 2020*

Summary: The City of Orlando (City) hired PSI in September 2013 to perform a Phase I ESA for two city blocks in downtown Orlando. The Phase I ESA report identified various on-site recognized environmental conditions (RECs), including gasoline stations, engine and automotive repair facilities, a junkyard, an insecticide company, battery and repair facilities, used car sales, scrap metal and metal shop, iron works, and a transformer repair facility.

PSI performed Phase II ESA and Supplemental Site Assessment (SSA) activities in 2014. The assessment activities included the performance of hundreds of soil borings up to 50 feet below land surface (BLS) and collection of soil samples for laboratory analysis, as well as the installation and sampling of 46 shallow and deep monitoring and observation wells. PSI identified various areas of soil impacted by petroleum, metals, and pesticide related chemicals, as well as three areas of groundwater impacted by petroleum and solvent related chemicals.

PSI was also contracted by the development team to perform geotechnical engineering services, including the performance of 28 standard penetration tests (SPTs) and soil laboratory analysis. The geotechnical report evaluated the high groundwater table in the area of the project, as well as soil characteristics related to planned redevelopment.

Fire Station #2
City of Orlando

Date of Completion *– 2020*

Summary: McCree General Contractors and Architects, Inc. (McCree) hired PSI in January 2016 to continue with site assessment activities initiated by another City of Orlando (City) contractor. During various due diligence activities performed on the planned relocation site for the City Fire Station #2, it was determined that the property was previously developed as a junkyard. During initial site preparation activities, the site general contractor (McCree) identified buried debris at the site. Subsequent site assessment activities performed by the City's contractor determined that there was extensive debris buried across a large portion of the property, and various contaminants of concern (COCs) were identified, including metals, petroleum-related parameters, solvents, and polychlorinated biphenyls (PCBs).

Based on the initial soil and groundwater assessment results, in December 2015, the City, McCree, and PSI met with the Florida Department of Environmental Protection (FDEP) to discuss further assessment activities and potential remediation of the site. It was decided that PSI would perform test pits across the property on a grid pattern, collect soil samples for laboratory analysis from just below the buried debris in each test pit, and perform horizontal and vertical delineation of the Toxicity Characteristic Leaching Procedure (TCLP) lead-impacted soil above 5 milligrams per liter (mg/L) and the PCB-impacted soil above 50 milligrams per kilogram (mg/kg).

Based on the site assessment activities performed by PSI, PSI coordinated the excavation and disposal of approximately 14,000 tons of non-hazardous soil and approximately 1,600 tons of hazardous soil. A Remedial Action Status Report (RASR) and No Further Action (NFA) Proposal was submitted to the U.S. Environmental Protection Agency (EPA) and the FDEP documenting the activities performed. An NFA and Site Rehabilitation Completion Order (SRCO) was issued for the site by the FDEP, and it is expected that the EPA will also approve the final report and recommendation for no further action.

PSI also performs annual Brownfields reporting to the FDEP, which allows the City of Orlando to receive Voluntary Cleanup Tax Credits (VCTC) for the costs associated with the assessment and remediation activities, providing a total project tax credit of approximately $720,000.

The following are examples of several of our current continuing municipal contracts and the work we have been awarded.

City of Ocoee Continuing Geotechnical, Environmental and Materials Testing Contract
Ocoee, Florida

Summary: Services provided under this contract include Geotechnical Consulting and Engineering, Environmental Assessments and Construction Materials Testing and NDE Services. The services have specifically included: subsurface investigations for soil and water conditions using standard penetration test borings, visual classifications in the field and laboratory classifications including minus 200, plasticity index and permeability tests, foundation consultation and recommendation, soils and materials testing including suitability, compaction testing, concrete quality control, and pavement/asphalt evaluation, testing and inspection. Our environmental services have included ESA, indoor air quality analysis, asbestos and demolition surveys, groundwater monitoring, etc.

The majority of projects most recently performed under this contract are roadway construction and/or expansion projects. PSI has provided extensive geotechnical and materials testing on these jobs including subsurface investigations; soil classifications; pipe backfill, base and subbase soils testing and inspection; concrete compressive strength testing; and asphalt testing, inspection and observation. PSI has also had the opportunity to perform asbestos surveys and other environmental services. We have helped the City to address several emergency call-out projects.

Selected projects

- *Lakewood & Oakland Avenue Reconstruction (current project)*
- *Ocoee City Hall (current project)*
- *The Hammocks Reclaimed Water Retrofit*
- *Ocoee Hills Road*
- *Ocoee Lakefront Park*
- *Windermere Grove Reclaim*
- *Vignetti Park Pavilion*
- *Montgomery Park Pavilion*
- *Bluford and Main Street Coring*
- *North Clarke Road Inlet*
- *Downtown Ocoee Stormwater Pond*
- *Maine Street Extension*
- *City of Ocoee Downtown Expansions*
- *Inlet Settlement Project*
- *Asbestos Survey and Remediation for Two Residential Structures*
- *Ocoee Parking Lot Coring*

City of Orlando Continuing Environmental Contract
Orlando, Florida

Summary: PSI has performed various Phase I ESAs for the City of Orlando. The sites have included former gasoline stations, former dry-cleaning facilities, automotive repair and body shops, and multi-tenant residential dwellings. Subsequent to the Phase I ESAs, PSI has performed Phase II ESAs on sites identified to have recognized environmental conditions (RECs). The Phase II ESAs were performed to address various contaminants of concern, including but not limited to petroleum, metals, and solvents. Soil and groundwater impacts at concentrations warranting further assessment have been identified at select sites whereby PSI subsequently conducted site assessment activities to further delineate the area of impact. PSI has also been involved with remedial activities to include soil and groundwater systems and source removal activities at various sites for the City.

The City of Orlando contracted PSI to perform petroleum storage tank closure assessment activities during the removal of underground storage tanks (USTs) at various City-owned properties, including lift stations, treatment facilities, and tanks encountered under roadways during utility improvement projects. The assessment activities included observing the storage tank removals, performing field screening of soil samples in the excavation areas, collecting soil and groundwater samples for laboratory analysis, report preparation, and submittal of tank closure documents to the local regulatory agencies.

PSI also performs asbestos, lead-based paint, and indoor air quality consulting services for the City on an ongoing basis. We provide air monitoring services during the asbestos abatement activities and have developed a Master Asbestos Abatement Specification Manual to assist the City in standardizing asbestos abatement scope of services performed under their asbestos abatement term contract.

During PSI's extensive assessment activities, we were able to assess several media types, including soil, soil gas, groundwater, surface water, sediments, and sanitary drainage systems. As a result of these activities, PSI developed a Remedial Investigation/Feasibility Study (RI/FS) to evaluate remedial strategies for cleanup purposes. PSI also developed a Community Relations Plan, along with the OUC and the City.

Selected projects

- *Packing District Park (current)*
- *McCoy Annex (current)*
- *Fire Station #15*
- *Carver Park Phase VI*
- *Lorna Donne Park Demo Survey*
- *Lift Station #55*
- *Narcoossee Road ROW Groundwater*
- *Lift Station #122*
- *Harry P. Leu Building – NESHAP*
- *Princeton/JYP – LSA*
- *Southport Asbestos Survey*
- *Nap Ford School*
- *City Horse Stables*
- *Iron Bridge Phase II & III*
- *1117 Venetian Ave Asbestos Survey*
- *Continuing Annual Soil Sampling*
- *Conserv I MWS*
- *Pulse Nightclub*

Orange County Utilities Continuing Contract
Orange County, Florida

Date of Completion *– Ongoing*

Summary: For this contract, PSI has provided geotechnical engineering, construction materials testing and inspection, and environmental consulting services. Specific tasks under this contract include evaluation of soils and geologic conditions of project sites; determination of soil stability for soils to be under and around foundations and other infrastructure; evaluation of areas prone to settlement and sinkholes; effluent disposal recommendations; development of groundwater monitoring plans, installation of groundwater monitoring wells, and evaluation of data from such wells; evaluation of sites for new well fields; aquifer performance testing; evaluation of abandonment of underground storage tanks, including remedial restoration work; preparation of hazardous waste contamination assessment reports; specialized geotechnical and water resource evaluation; field and laboratory testing of materials (soils, concrete, asphalt, masonry, etc.); and field testing for construction inspection and compliance with construction standards.

Selected projects

- *Oak Meadows Well Houses (current)*
- *Clarcona Ocoee Force Main & Utility Improvements (current)*
- *Semi-Annual Water Sampling Continuing Assignments (current)*
- *WRWSF Phase 3A & 3B*
- *ERWSF Sodium Hypochlorite*
- *Rio Pinar Lakes Blvd Force Main*
- *Water Conserv II Transmission Main (current)*

- *Palm Parkway & Apopka Vineland Connector*
- *L.B. McLeod Road Transfer Station Replacement*
- *Berry Dease Water Main Replacement*
- *Southwest Regional Wastewater Facility*
- *Southern Service Area Transmission Main*
- *Northwest WRF Reclaimed Water Storage*
- *Investors' Row & JYP Force Main*
- *Holden Heights Community Improvements*
- *Sand Lake Hills & Hiawassee Road Force Main*
- *CR 535 Reclaimed Water Main*
- *Landfill Biennial Sampling and Leachate Quality Monitoring*
- *Bonneville Drive Sanitary Sewer*
- *Pine Hills Landfill Monitoring Well Abandonment*
- *South Reclamation Digester Improvements*
- *I-Drive Force Main & Pump Station Improvements*

Osceola County Continuing Geotechnical and Materials Testing Contract
Osceola County, Florida

Selected projects

- *Osceola County Sheriff's Training Facility – Materials testing services for new construction on a 101-acre site. The project is being built in two phases. Phase 1 has a $13.7 million budget and includes road improvements, a 300-yard shooting range, two pistol shooting ranges, a terrain shooting range, a shoot house, and areas for driver training. Testing services provided include mass soil density, pavement subgrade and base course testing, moisture/density testing and limerock bearing ratio testing.*
- *Osceola Fire Station #73 – Construction of a fire station and fueling pad with an approximate 12,400 square foot building footprint on an approximate 3.7-acre parcel of land. The construction consists of typical shallow foundations and tilt-up concrete walls. Site work will consist of new utility lines and approximately 85,000 square feet of concrete paving and approximately 15,000 square feet of asphalt paving. Materials testing services provided as part of this contract include concrete sampling, asphalt testing, structural steel inspection, moisture/density testing and limerock bearing ratio testing.*

Additional projects

- *Osceola County Specified Projects – 10 fire stations (current)*
- *Austin-Tindall Park*
- *Osceola Parkway Phase*
- *Pleasant Hill, Canoe Creek and Boggy Creek Coring*
- *Cypress/Doverplum Intersection*
- *Dyer/Osceola Parkway Intersection*

Flagler County Continuing Contract
Flagler County, Florida

Selected projects

- *CR 305 Bridge #734083 Replacement - CR 305 Bridge project included the replacement of a two-lane bridge, roadway approach reconstruction and drainage improvements. The new bridge is approximately 1,300 feet in length. The bridge is supported by 18-inch square pre-cast pre-stressed concrete piles. PSI's scope of work included performing geotechnical engineering and verification testing/inspection services for Flagler County. Specifically, our services included performing Pile Driving Analyzer (PDA) testing of the test piles and determining the driving criteria for the production piles. PSI's services also included inspecting the reinforcing steel and casting cylinders on fresh concrete for compressive strength testing. We also performed field and laboratory testing of the pavement section components of stabilized subbase, base course, and asphalt.*
- *Princess Place CEI – Design, permitting and construction including but not limited to survey, prevention, control and abatement of erosion and water pollution, demolition of the existing bridge, construction of a replacement bridge and associated approach and other related items. The overall project length including bridge approach was 200 feet and included the removal of the existing Bridge, along with the design, permit and construction of a replacement bridge for a brackish water environment with related roadway and safety improvements.*

Additional projects

- *Aviation Drive*
- *Briarwood Road*
- *Princess Place Island House*

City of Sanford Continuing Environmental Contract
Sanford, Florida

PSI has a Continuing Services contract with the City of Sanford under which we have provided environmental consulting services to the City of Sanford since 2010. The industrial hygiene services projects have included demolition National Emission Standards for Hazardous Air Pollutants (NESHAP) and lead-based paint surveys for City owned facilities and properties the City is looking to acquire, and indoor air quality and mold assessments.

The asbestos and lead-based paint surveys have been conducted on properties surveyed have included facilities occupied by City employees, apartment complexes comprised of multiple buildings that included apartments ranging in size from approximately 1,500 to 3,750 square feet, and individual commercial and residential structures.

Samples of suspect asbestos-containing materials identified were collected and submitted to the laboratory for analysis by polarized light microscopy (PLM). Additionally, as necessary, point count methodology was utilized to determine the absence or presence of asbestos fibers within select materials. The lead-based paint surveys were performed utilizing an X-ray fluorescense (XRF) device.

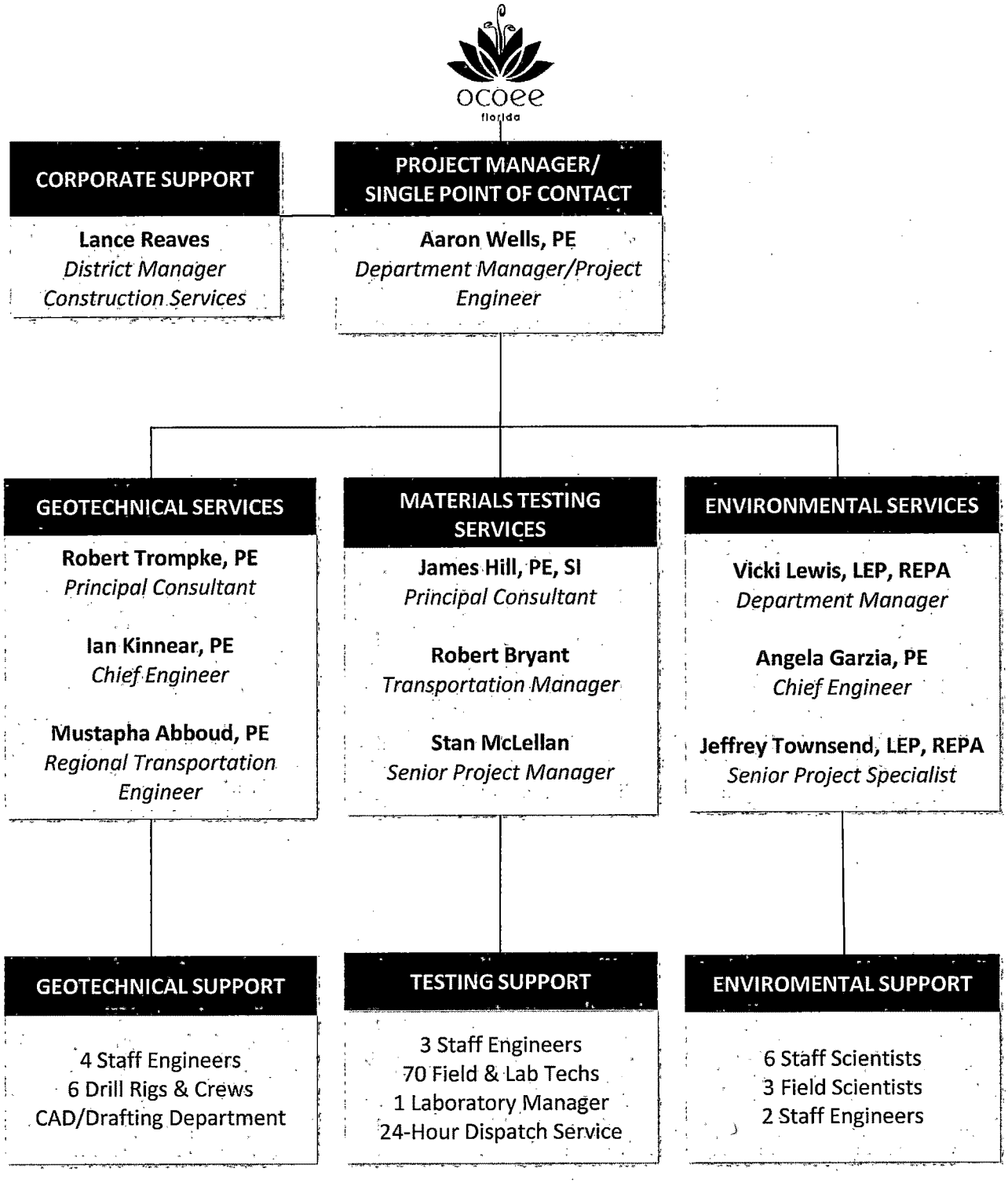
PSI has also conducted industrial hygiene sampling for the City to include mold assessments to address employee concerns in areas where moisture and/or fungal amplification may be affecting the areas surveyed. PSI has collected total fungal air samples utilizing Allergenco-D™ spore traps that deposit the spores onto a slide where they are identified and enumerated microscopically were used as the sampling media. The Allergenco-D™ spore trap was connected to a sampling pump calibrated to a flow rate of 15 liters per minute (lpm) for a total sample volume of 150 liters.

Additionally, PSI has collected tape/lift samples and comfort parameter measurements to include temperature and relative humidity during the indoor air quality surveys. Based on the findings, PSI provided recommendations to the City based on the data collected. Recent projects have included Sanford Storm Sewer and Utilities Advanced Environmental, 121 S. Palmetto Avenue ESA, Lake Monroe Terrace ESA, and the 24th & South Oak Avenue Stormwater Pond.

Client References:

Client/Location	Continuing Contract/Services
Osceola County Mr. Curt Diehl 407-742-0517 curt.diehl@osceola.org	*Geotechnical Engineering, Construction Materials Testing & Threshold Inspection, and CEI Services*
Orange County Utilities Ms. Terra Reffitt 407-947-9802 cell terra.reffitt@ocfl.net	*Geotechnical Engineering and Construction Materials Testing Services*
City of Orlando Mr. David J. Bass, PE 407-246-3221 david.bass@orlando.gov	*Environmental Engineering Services*

Organizational Chart:



PSI has assembled a team of highly qualified professionals to work with the City on this contract. Each member of our team possesses the requisite technical skills along with excellent interpersonal skills and a complete understanding of the total process. These assets are all essential to attaining the high quality and performance goals the City will expect.

Mr. Aaron Wells, PE, will act as your ***single point of contact***. He will take an active role in all aspects of each project, coordinate all assignments of personnel, and review all summary reports and invoices. As Department Manager, he has the full authority to appropriate the necessary PSI resources to accomplish all engineering, testing, and inspection assignments. All communication and coordination will take place through Mr. Wells. He will always stay abreast of the project details and will be your conduit to the additional members of our team.

Following this page, please find summary resumes for each of our proposed staff members. All staff listed work for PSI and will be committed to this contract's work as needed.

Mr. Aaron Wells, PE – *Construction Services Department Manager & Single Point of Contact*

Mr. Wells is a Department Manager for the construction materials testing service line in PSI's Orlando office. In this capacity, Mr. Wells supports the firm's goal of being an industry-leader in engineering, consulting and testing by ensuring the delivery of quality services. He has experience providing a broad range of materials testing and construction inspection services. This encompasses deep foundations, soils testing for sitework, concrete and asphalt pavement testing and evaluation, quality assurance inspection, and construction inspection. Mr. Wells manages projects involving soils, concrete, and asphalt, as well as reinforcing steel and threshold inspections across various industries. His daily operations include scheduling, billing, and overseeing various projects from start-up through to the construction phase and evaluating site conditions to ensure compliance with project specifications. Mr. Wells will coordinate all assigned construction projects and manage the large staff of engineering field technicians across our Orlando and Kissimmee offices.

Education:

- BS in Engineering, North Carolina State University, 2012

Certifications:

- Professional Engineer, #83834, Florida
- Completed Project Management Certification Program (2013)
- Nuclear Gauge Operator Certified

Year Total Experience: 7
Year Started With PSI: 2013

Mr. Robert Trompke, PE – *Geotechnical Principal Consultant/Department Manager*

Mr. Trompke has over 27 years of experience and, as the Geotechnical Department Manager, regularly oversees commercial, private and public development. Mr. Trompke supervises FDOT highway and bridge projects, municipal water, wastewater and transportation projects, deep foundation applications, and soil explorations and evaluations. Additionally, he has performed geotechnical engineering services under more than fifteen different continuing service contracts with various city and county governments. His vast experience also includes geotechnical laboratory analysis, groundwater modeling, and structural design and analysis.

Education:

- BS in Civil Engineering, University of Central Florida, 1995
- BS in Design Engineering Technology, University of Central Florida, 1992

Certifications:

- Professional Engineer, #55456, Florida, 2000

Year Total Experience: 27
Year Started With PSI: 1995

Mr. Ian Kinnear, PE – *Geotechnical Chief Engineer*

Mr. Kinnear has 45 years of industry experience and has been with PSI for more than 18 years as the Chief Engineer for the Geotechnical Department in the Orlando office. His background is in geotechnical engineering, foundation engineering, groundwater evaluations, and design and is considered an expert in construction over highly compressible soils. His experience includes providing consultation in soils and foundation engineering to public and private sector clients for a variety of buildings, pipelines, roadways, and waste disposal related projects. A small sample of similar projects include: SR 15 from Lee Vista to Conway, SR 415 over St. Johns River Bridge, US 17-92 Pedestrian Bridge, and multiple projects at Walt Disney World, Universal Studios. For this contract Mr. Kinnear will provide QA/QC and senior technical geotechnical support as needed.

Education:

- BS in Civil Engineering, Heriot-Watt University, 1976

Certifications:

- Professional Engineer, #32614, Florida, 1982
- Professional Engineer, #818E, U.S. Virgin Islands, 2003

Year Total Experience: 45
Year Started With PSI: 1989

Mr. Mustapha Abboud, PE – *Geotechnical Regional Transportation Engineer*

Mr. Abboud's experience in the field of geotechnical engineering includes management of various sized projects in the public, private and government sectors. He has analyzed and designed a variety of shallow and deep foundation systems, including driven piles, drilled shafts and augercast piles. He has designed and executed dozens of pile load tests, both instrumented and non-instrumented. In addition, he has been involved in collecting field data on driven piles using the Pile Driving Analyzer (PDA). Mr. Abboud has managed the geotechnical aspects of multiple FDOT projects in every District in the State of Florida including the Florida Turnpike District 8.

One good example of a project he worked on is the I-4 Ultimate Widening in Orange County and the Western Beltway (SR 429), Part C, in Osceola County. The geotechnical exploration conducted in the area of the proposed SR 429 Interchange with I-4, showed alternating layers of muck and highly organic clays were encountered to depths greater than 50 feet. In order to address the challenges associated with the roadway construction in this area of the project and to allow the construction of the proposed interchange as planned (i.e. over the location of a relic sinkhole), Mr. Abboud designed and executed a low-cost and time-effective surcharge program that would later allow the construction of the Ramps without the need to excavate and replace the deep deposits of organic soils or bridge over them.

Education:

- BS in Civil Engineering, Beirut University, 1984
- MS in Geotechnical Engineering, University of Michigan, 1988

Certifications:

- Professional Engineer, #56112, FL, 2000

Year Total Experience: 26
Year Started With PSI: 1998-2014, 2019

Mr. Stan McLellan – *Construction Testing Senior Project Manager*

Mr. McLellan is a Senior Project Manager responsible for overseeing the construction materials testing and threshold inspections on many large commercial projects throughout Central Florida and he has over 37 years of experience. In this capacity, he supervises technicians, manages construction schedules, prepares proposals, issues reports, and maintains budgets on numerous ongoing projects.

He is well versed in a broad range of materials testing and inspection services due to working as a field technician and dispatcher during his first 11 years with PSI. These categories include deep foundations, soil testing and analysis, roadway materials testing, pavement investigation and evaluation, concrete testing and evaluation including performing Floor Flatness and Levelness testing, construction inspection, structural steel inspection/testing, fireproofing testing and inspection and vibration monitoring.

Certifications:

- ACI –Aggregate Field-Testing Certification
- CTQP QC Manager
- CTQP Limerock Bearing Ratio Technician
- Certified F-Meter Operator (Concrete floor flatness/levelness)
- Vibration Monitoring

Year Total Experience: 40
Year Started With PSI: 1981

Mr. Lance Reaves – *Construction Testing District Manager*

As District Manager for PSI's Central Florida Construction Services operations and with over 44 years of industry experience, Mr. Reaves is expert in a broad range of materials testing and construction inspection services. These categories consist of deep foundations, sinkhole assessment and remediation, soils testing for site work, roadway materials testing, concrete testing and evaluation, construction inspection, structural steel inspection and testing and coatings measurement and inspection. Mr. Reaves also manages a group of more than 70 personnel and serves as Client Manager, Technical Liaison and Project Manager for a wide array of clients, such as Orange County, City of Orlando, Orange County School Board, Florida DOT, Walt Disney World Company, Universal Studios, and Osceola County School Board.

Certifications:

- Certified Building Inspector – ICC
- Certified Concrete Inspector (ACI), Levels I/II, 1980
- Certified Welding Inspector (AWS), 1993

Year Total Experience: 44
Year Started With PSI: 1977

Mr. James Hill, PE, SI – *Construction Testing Principal Consultant & Special (Threshold) Inspector*

Mr. Hill, a Professional Engineer and a graduate of the University of Virginia with a degree in Civil and Environmental Engineering, joined PSI in the Spring of 2016 and has over 9 years of diverse industry experience. He is currently responsible for providing project management, technical expertise and support to clients for a variety of construction materials including soils, concrete, masonry, concrete reinforcing, structural steel, wood framing, and paving His past experiences as a Project Engineer include working on various aspects of a project's scope, such as conducting materials testing, threshold inspection, geotechnical engineering evaluations, Phase 1 Environmental Site Assessments, and soil and water analyses. He has performed these services on projects for both public and private sector clients. Mr. Hill will serve as Licensed Special Inspector for any assignments requiring threshold inspection services.

Education:

- BS in Civil and Environmental Engineering, University of Virginia, 2010

Certifications:

- Professional Engineer, Professional Engineer/Special Inspector, #81087, Florida
- Professional Engineer, #042619, North Carolina

Year Total Experience: 11
Year Started With PSI: 2016

Mr. Robert Bryant – *Transportation Department Manager*

Mr. Bryant is extremely familiar with both the field and laboratory procedures and has been involved in a diversity of testing services. Mr. Bryant also has a wide array of knowledge concerning prestress plants and manufacturing processes. He has worked on all testing and inspection aspects of roadway construction. His responsibilities included ensuring all sampling, testing and materials were in compliance with project specifications; attending meetings; providing MAC entry; invoicing; managing/supervising all testing procedures and methods in the field; and being present at large concrete pours, the beginning of paving operations, etc.

Certifications:

- CTQP QC Manager
- CTQP, Asphalt Paving Tech – Level I & II
- CTQP, Asphalt Plant Tech – Level I & II
- FDOT Concrete Field Tech – Level I & II
- CTQP, Drilled Shaft Inspector
- CTQP, LBR Technician
- ACI, Concrete Field Testing – Level I
- ACI, Concrete Inspector – Level II (CTCI)
- CTQP, Concrete Lab Technician – Level I
- CTQP, Aggregate Base Testing Technician

Year Total Experience: 37
Year Started With PSI: 1989

Ms. Vicki Lewis, LEP, REPA – Environmental Department Manager/Principal Consultant

Ms. Lewis has over 38 years of experience in the environmental field. Her current responsibilities include the management and direction of the Orlando, Florida environmental department which provides Phase I/II Environmental Site Assessments (ESAs), contamination assessments and remedial activities, industrial hygiene services (asbestos, lead, indoor air quality, noise assessments, negative exposure assessments), and ecological services. Ms. Lewis has extensive experience with Phase I/II ESAs for due diligence and communicating findings of recognized environmental conditions identified to clients.

Education:

- BA International Business, Florida Atlantic University, 1989

Certifications:

- Licensed Environmental Professional #138
- Certified Florida Environmental Assessor #294
- Lead Inspector
- EPA AHERA Asbestos Inspector and Management Planner

Year Total Experience: 29
Year Started With PSI: 1991

Ms. Angela Garzia, PE – Environmental Chief Engineer

With over 23 years of experience with PSI providing Phase I/II ESAs, soil and groundwater assessments and remedial activities, Ms. Garzia is a highly skilled individual and a Regional Engineer, QA/QC Officer, as well as Principal Consultant for PSI. She is responsible for overall management of various types of projects, including Phase I and Phase II ESAs, tank closure assessments, tank system specifications and replacements, soil and groundwater sampling and analysis plans, pilot study activities, source removal activities, contamination assessments, and remedial action plans (RAPs). Ms. Garzia also serves as a main point of contact for the Petroleum Cleanup Program contract PSI maintains with the FDEP.

Education:

- BS Environmental Engineering, University of Florida, 1996

Certifications:

- Professional Engineer #60085, Florida 2002
- OSHA 40 Hour Safety Training & 8 Hour Refresher for Hazardous Waste Sites

Year Total Experience: 24
Year Started With PSI: 1997

Mr. Jeffrey Townsend, LEP, REPA – Environmental Senior Project Specialist

Mr. Townsend has over 32 years of experience in the environmental engineering field. He is responsible for senior technical review of Phase I ESAs, employee development and quality control for those performing Phase I ESAs, and has been assigned as one of PSI's Principal Consultants for the Phase I ESA Program in Orlando, Florida and other Florida operations, conducting ESAs and surveys to include components relevant to the All Appropriate Inquiry (AAI), U.S. Housing and Urban Development (HUD), and Federal Communication Commission (FCC) National Environmental Policy Act (NEPA). He serves as the point of contact on projects to provide a fluid project for the client from beginning to end.

Education:

- AS, Valencia Community College, Orlando, Florida, 1994
- Aerospace Engineering Studies, Kansas University 1985-87

Certifications:

- Licensed Environmental Professional, Florida #144
- Registered Environmental Property Assessor, NREP #5999
- EPA AHERA Asbestos Inspector
- Lead Inspector
- OSHA 40-Hour HAZWOPER

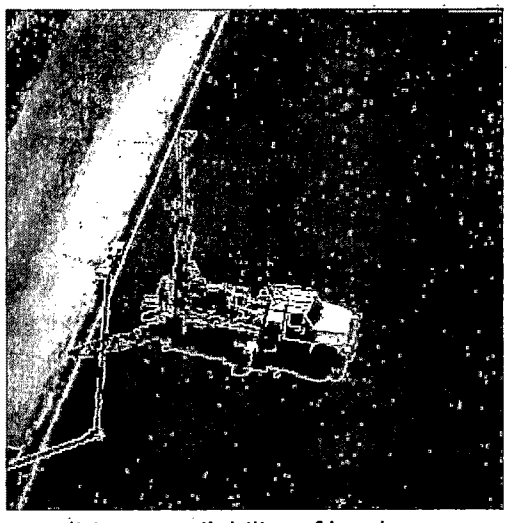
Year Total Experience: 32
Year Started With PSI: 2019

PSI's Understanding & Project Approach:

Mr. Aaron Wells, PE will act as your single point of contact for this contract. Mr. Wells is a licensed professional engineer and has extensive experience in the management of continuing contracts for local and state government. He will take an active role in all your projects, coordinate all assignments of personnel, and review all summary reports and invoices. He has the full authority to apply the necessary resources to accomplish all testing, inspection, or engineering assignments.

We envision our personnel nearly as an extension of your staff and a dependable resource upon which you can rely. Our approach to providing each of the services requested by the City will embrace this vision, and will rely upon developing an approved project scope and budgetary cost estimate, staffing the project with qualified personnel, proceeding with services subsequent to issuance of a task order, maintaining communication with the City project manager/engineer, and providing the requested services within schedule. We will address all alternatives to provide the most professional and cost-effective environmental, geotechnical, laboratory testing, construction materials testing and inspection services.

Geotechnical Services Approach:



PSI's services will be performed in accordance with the most current version (unless the project is being designed under an older version) of the Soils and Foundation Handbook (SFH) as well as related manuals, Structures Design Guidelines and procedures. Our services will include gathering of "existing data" (i.e. USDA SCS Soil Survey maps, USGS maps, historic aerial photographs and review of geotechnical data from projects in close proximity). A well planned "existing data" review increases project awareness and puts forth knowledge of any unusual conditions during the planning stages. We understand that it is an FDOT District V requirement to obtain drilling permits for work performed within the FDOT ROW. The field work will be performed with appropriate Maintenance of Traffic and ATSSA certified personnel. Our local knowledge of existing soils conditions, availability of local construction materials, local contractor capabilities and potential claim areas, will be used to prepare the most cost effective/feasible recommendations and identify areas that may require special considerations beyond the typical scope of services.

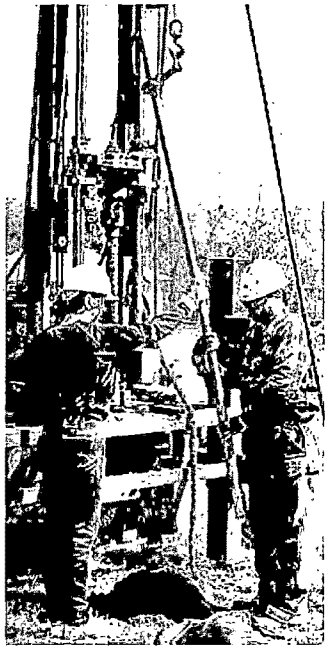
We would execute a program of subsurface sampling and field testing. Field testing would consist of Standard Penetration Test (SPT) and auger borings in the proposed development areas. The SPT borings would be performed in building and structure areas. The auger borings would be performed in the proposed pavement and stormwater retention areas. The boring depths would be planned to provide necessary subsurface information based on building loads, pavement requirements, and stormwater retention criteria. The borings would be field-located measuring from existing features at the site and hand-held GPS equipment.

PSI will visually classify and stratify representative soil samples in the laboratory using the Unified Soil Classification System. We will conduct a laboratory testing program appropriate for each project, identify soil conditions at each boring location and form an opinion of the site soil stratigraphy. Performing permeability testing for proposed stormwater facilities, collecting groundwater level measurements in the boreholes and estimating normal wet seasonal high groundwater levels would also be part of our scope. The results of the field exploration and laboratory tests will be used in PSI's engineering analysis and in the formulation of our geotechnical recommendations. The results of the field and laboratory work, including the recommendations and the data on which they are based, will be presented in a written report to the City.

All geotechnical services will follow a series of steps in order to assure each project requirement is adequately addressed. This approach may be summarized as follows:

Proposal

- *Attend meetings between City representatives and PSI project personnel to review and define project objectives, to establish scope of study, and to establish the time required to complete the scope of work.*
- *Research any available data.*
- *Submit a preliminary written proposal to the City Project Manager/Engineer.*
- *Agree on proposal and receipt of work order.*
- *Assign geotechnical engineering team for specific project.*
- *Schedule drilling and field activities.*



Field Exploration and Testing

- *Perform field reconnaissance to determine existing conditions pertaining to site accessibility, location, etc.*
- *Locate all utilities within the project area prior to field activities.*
- *Execute field subsurface exploration and testing as outlined in the proposal and per FDOT guidelines and requirements unless modified by the City.*
- *Borings in rock with density exceeding 50 blows per foot will continue at a minimum of five feet into the stratum. If the stratum is less than five feet thick, the boring will continue to the design depth.*
- *Perform standard penetration tests in cohesionless soils at two-foot intervals to a depth of ten feet and at five-foot intervals thereafter, and at any stratum change.*
- *Perform field determination tests of unconfined compressive strength (Qu) on cohesive soils encountered during explorations.*
- *Communicate significant findings immediately to the Project Manager/Engineer.*

Laboratory Testing

- *Begin laboratory testing as samples become available, prior to all fieldwork being completed to expedite the project.*
- *Review laboratory data as tests are completed.*
- *Communicate significant findings immediately to the Project Manager/Engineer.*

Engineering Evaluation

- *Begin and continue the preliminary evaluation based on field and laboratory data.*
- *Outline potential alternative solutions.*
- *Discuss with City possible alternatives, associated risks, and costs.*
- *Develop engineering parameters from the final field and laboratory data.*
- *Analyze and evaluate alternatives.*
- *Select and recommend alternatives to the City.*

Environmental Services Approach:

Phase I Environmental Site Assessments (ESAs)

Phase I ESAs are conducted to search for evidence of recognized environmental conditions (RECs), historical RECs, Controlled RECs, and Vapor Encroachment Conditions in connection with the subject property. PSI performs Phase I ESAs in general accordance with ASTM Standard E 1527-013, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. Phase I ESAs may also be performed to satisfy the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability, or landowner liability protections (LLPs). Each Phase I ESA report is performed under the direction of an Environmental Professional and reviewed by a Principal Consultant.

Phase II ESAs

If the conditions observed in a Phase I ESA indicate that additional information is needed to determine the presence or absence of pollutants, PSI has trained personnel to perform Phase II ESAs. Phase II ESAs are site-specific, and the scope of services is generally based on the findings of the Phase I ESA report. The sampling process encompasses the initial assessment, development of a specific sample plan, sample collection (including field measurement where necessary to obtain reliable results), field handling (e.g., filtration where determination of the dissolved fraction of metals is desired), and preservation and delivery of samples to the analytical facility (with consideration of special transportation and holding time requirements).

Underground Storage Tanks

PSI has performed hundreds of UST closures in a wide variety of settings. Frequently, these activities are performed concurrently with active construction following the discovery of unregistered tanks during site development, where sensitivity to contractor schedule and budget is of paramount importance.

Storm Water Pollution Prevention Plans (SWPPP)

A SWPPP is used to identify potential sources of pollution that may reasonably be expected to affect the quality of stormwater discharge form a facility and to ensure the implementation of best management practices, which are used to reduce the pollutants associated with industrial activities. An SWPPP also enables the City to maintain compliance with the terms and conditions of a National Pollutant Discharge Elimination System (NPDES) Multi-sector General Permit. PSI prepares these plans on a regular basis in general accordance with the requirements of the EPA and the Clean Water Act Section 402, for appropriate state and local regulations.

Regulatory Permitting

Good communication between the Project Manager and the Client to assure that the ultimate objective of the permit is understood by all affected parties, between the Project Manager and the permitting agency to assure that all appropriate information is presented to the agency to allow for a quick and hassle-free review and approval of the permit, and between the Project Manager and construction team to assure that all parties understand the boundaries of the permit to assure that violations of the permit are not encountered, which could lead to fines and/or project delays.

Industrial Hygiene Services

PSI also offers a wide variety of Industrial Hygiene (IH) services to include asbestos, lead-based paint, indoor air quality and other industrial hygiene services. These services are overseen by our in-house Principal Consultants, Florida Licensed Asbestos Consultants, Florida Licensed Mold Assessors, and Certified Industrial Hygienists (CIHs).

The majority of PSI's IH consulting is based on our clients' needs, whether it be buying, selling, developing, or maintaining properties. For each project, a sampling plan is determined and devised based on the project and client objectives. The industrial hygiene services typically consist of three basis phases of work to include: Survey or assessment for purposes of identification, quantification, and evaluation; Design for purposes of developing, removal, mitigation, or management plan, and; Abatement or removal monitoring, sampling and testing to ensure the work has been completed in accordance with design, specification, and regulatory requirements.

Natural Resource Management Services

Our team provides comprehensive ecological evaluations of aquatic and terrestrial ecosystems. In-depth surveys and analysis will ensure that a balance between land use, conservation, permitting, and project planning needs will be provided for each project assigned to us.

All environmental services will follow a series of steps in order to assure each project requirement is adequately addressed. This approach may be summarized as follows:

Proposal

- *Attend meeting between the City representatives and PSI project personnel to review and define project objectives, to establish scope of study, and to establish the time required to complete the scope of work.*
- *Research any available data.*
- *Submit a preliminary written proposal to the City Project Manager/Engineer.*
- *Agree on proposal and receipt of work order.*

Field Service Activities

- *Assign appropriate environmental team to facilitate the specific project.*
- *Refine the project scope to meet the Data Quality Objectives (DQOs) of the City Project Manager/Engineer.*
- *Perform a field reconnaissance, if necessary, to evaluate potential access issues or site limitations to assure precautions are taken to avoid project delay.*
- *Contact the City's Project Manager/Engineer and local utilities to determine potential utility issues prior to performing in-situ or sub-grade sampling activities.*
- *Execute field activities in accordance with predetermined scope of work.*
- *Prepare any samples collected for safe shipment to the analytical laboratory.*
- *Review project scope and field documentation to assure that the complete scope of services has been performed prior to demobilizing from the project site.*

Laboratory Testing

- *Conduct appropriate laboratory analysis on the sample(s) provided in accordance with Florida DOH and U.S. Environmental Protection Agency (EPA) methods, standards, and guidelines.*
- *Perform predetermined quality assurance/quality control (QA/QC) testing procedures to assure the validity of the data generated for use by the City.*
- *Generate a final report summarizing the sample identification information, analytical results, method detection limits, and QA/QC backup documentation, and a completed chain of custody.*

Field and Analytical Data Review and Evaluation

- *Begin and continue the preliminary evaluation of the field and analytical data.*
- *Perform QA/QC inspection of all available data to assure validity prior to comparing results to applicable standards and guidelines.*
- *Organize data to allow for quick preliminary review and discussion.*

Reporting

- *Prepare clear and concise tables and figures summarizing the data collected during the task.*
- *Prepare an Executive Summary of the report to allow a quick perusal of the project task scope of work, findings, conclusions, and recommendations.*
- *Provide detailed scope of work, sampling techniques and methodologies, findings, conclusions, and recommendations to allow further evaluation of the information/data collection.*
- *Issue a draft report to the City for preliminary review and subsequent discussion.*
- *Incorporate comments from the City Project Manager/Engineer.*
- *Prepare and submit a final report to City and other appropriate parties as directed by the City.*

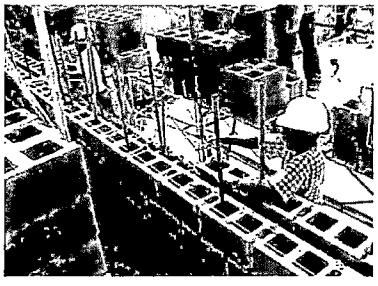
Construction Materials Testing Services Approach:

Construction materials testing services will involve a timely response for quality control/quality assurance field and laboratory testing, followed by prompt issuance of test results. Our "total team" philosophy in providing these services is that testing, and inspection services are meant to enhance the construction effort, not to serve as stumbling blocks to the successful completion of a project. We will work in harmony with the City, its consultants and contractors, to help ensure the success of each individual project. We are accustomed to providing these services on a short notification basis, even on projects that require weekend or night work, as we maintain adequate personnel to staff multiple concurrent projects. *Our approach to this program is presented as follows:*

Proposal

- *Review plans, specifications and other construction documents such as pertinent soils reports.*
- *Prepare a scope of services including test quantity estimates and a budget estimate.*
- *Submit preliminary written proposal for the City Project Manager's review.*
- *Agree on scope and budgetary cost, issue final proposal, and receive work order.*
- *Assign appropriate technical staff to the project. PSI will maintain the same staffing for the project for the sake of continuity.*
- *Attend pre-construction conference to coordinate communications between PSI personnel, the contractor and City representatives.*

Field Testing



- *Coordinate with City representatives to schedule testing on an as needed basis.*
- *Use smartphone and tablet-equipped personnel to respond quickly to unanticipated or emergency testing needs and give rapid results for tests conducted in the field.*
- *Communicate field results to the on-site City representative utilizing verbal and written daily field reports prepared by technicians.*

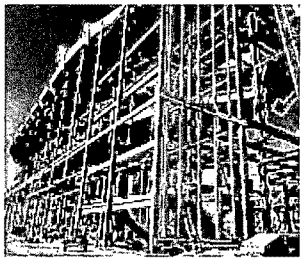
Laboratory Testing

- *Commence testing immediately upon receipt of sample.*
- *Maintain full-time dedicated laboratory staff to expedite test turn-around and quality.*
- *Maintain state-of-the-art testing equipment to enhance timeliness and accuracy.*
- *Provide more capabilities for a full range of testing services that any competing firm.*

Reporting

- *Furnish all field and laboratory results in a typed format identifying all "retests".*
- *Provide test results verbally to the City representative immediately following tests.*
- *Provide final routine test reports within 48 hours following completion of testing in a report format that the City's Project Manager/Engineer desires.*
- *Furnish a summary of recommended use of materials, design of the project, and description of additional exploration and testing, if needed.*
- *Identify materials/conditions that may be used to enhance the project or provide a cost savings.*

Project Control



- *Communicate with the City via meetings and timely reports.*
- *Track our work order amount against actual fees on a monthly basis.*
- *Advise construction manager of the test results and construction recommendations, with City concurrence.*
- *Recommend that the PSI project manager attend construction meetings with the City, enabling us to maintain communication, avoid potential problems, and provide quick response times if issues arise. Additionally, discuss any questions concerning test methods, results, or scheduling needs.*

Special Needs Abilities

- *PSI provides forensic testing of in-place concrete, asphalt, piping and structures.*
- *We can perform petrographic analysis of existing concrete.*
- *We maintain specialized equipment that allows us to provide half-life potentiometric investigations to determine the condition of embedded reinforcing steel and ultrasonic crack investigations to show the remaining useful life of concrete. PSI routinely performs analytical testing, down hole permeability testing, laboratory and insitu permeability testing and soils classification testing.*
- *Our Orlando office has in-house capabilities to provide certified traffic safety control including arrow boards, warning signs, and an attenuator truck with certified MOT personnel.*

PSI is uniquely able to support special needs and conditions that might arise through our broad diversity of specialized services. Not only does PSI provide all the services below from our local offices, but we also routinely perform some of these services for our competitors:

- *Forensic testing of in-place concrete –*
- *Petrographic testing of concrete*
- *Reinforcing steel mapping*
- *R-meter scans*
- *Ground Penetrating Radar*
- *Thermocouple temperature monitoring*
- *Concrete cracking investigation*
- *Flatness and levelness of concrete*
- *Vibration monitoring and reporting*
- *Sound monitoring*
- *Asphalt mix design verification*
- *Asphalt forensic testing*
- *Asphalt striping reflectivity testing*
- *Complete MOT equipment/certifications*
- *Adhesion testing*
- *Water penetration/water leakage*
- *Wind uplift testing/wind velocity*
- *Nuclear roof moisture testing*
- *Coefficient of friction testing*
- *Infrared thermography*
- *ASTM E2018 Property Condition*
- *ANSI standards welding inspection*
- *Cross-Hole Sonic Logging*
- *Complete metallurgical testing services*
- *Welder qualification testing*
- *N.A.C.E. Level II & III coatings inspection*
- *Coatings thickness measurements*
- *Adhesion testing*
- *Load frame testing*
- *All terrain drilling equipment*
- *Barge mounted drilling equipment*
- *Indoor drilling equipment*
- *Micro-sized drilling platform*
- *Pile-Driving Analyzers*

Laboratory

PSI's Orlando laboratory maintains more accreditations and certifications than nearly every other private lab in Florida. In fact, ***PSI is one of only a few private labs in Florida that are fully AASHTO R18 accredited and certified by CMEC the Army Corps of Engineers.*** We take pride in our laboratories and our QA/QC Program; this will ultimately provide the City with quality service and a quality product that you can count on. Our lab routinely performs more than 1,000 tests per week. Our ability to maintain such a high capacity ensures the City of a rapid turnaround for test results.

Report Generation & Turn-Around Time

Report generation is typically initiated immediately following completion of the fieldwork. Associated laboratory testing is completed concurrently with the report preparation to maximize efficiency. On fast-track missions, verbal results and recommendations can be provided quickly and reinforced with a subsequent report so as not to delay design decisions. Materials testing services are reported daily through field reports and are summarized at appropriate intervals, per the City's desire. Laboratory testing reports are produced daily, as the information becomes available. In the case of failing tests or critical needs, the test results are communicated verbally immediately and with a subsequent written report issued from our system via email or other method as directed by the City. PSI's system automatically emails test reports to any and all parties identified by the City and PSI is pleased to alter or modify any of our reporting procedures to best suit your needs.

Scheduling & Quality Control

The entire contract will be processed through PSI's state of the art laboratory information management system called **PSIQEST**. **PSIQEST** leverages Quality, Efficiency, Standardization and Technology. It is a web-based solution that integrates project set up and tracking; work assignments and employee scheduling; laboratory management and technical reporting; and financial reporting. For every task, **PSIQEST** creates a specific work order, schedules the task, assigns the certified/qualified employee, and tracks the employee's time on site. For every sample, **PSIQEST** ensures that the person obtaining the sample is qualified, the equipment used is appropriate to the task and is currently calibrated, and the appropriate test method is applied.

PSIQEST is incorporated into our ***Quality Control Plan*** and is approved by AASHTO, CCRL, AMRL, CMEC and the Army Corps of Engineers. Subsequent to a qualified technician entering in test data, **PSIQEST** electronically presents results instantaneously to the Project Manager and/or project engineer for approval. Once the data is approved, test reports will be emailed to you through PSI's ***Construction Hive.*** The system can distribute report data to up to 99 unique locations. The project client representatives as well as other construction project team members can be granted access to the data files and test results ***on a real time basis*** through the web portal, which is also searchable and automatically archive-able.

PSI will also be integrating **PSIQEST*Field*** on this project for on-site data acquisition; testing and inspection reports will be delivered into the project team from smart devices. All of PSI's field personnel will have Wi-Fi enabled laptop computers, tablets or smart phones on site with **PSIQEST*Field*** to achieve the real-time reporting that will be critical to this contract. Data will be review by our Project Manager and/or Special Inspector upon immediate receipt of the field report, for editing/correcting and augmenting with laboratory test data. It is then entered into a project database accessible by the PSI Team as well as the City.

As work commences, all reports will be uploaded to our **Construction Hive** web-based portal, where the City can easily review, print, and/or archive the data. With this system, all parties will have instant appraisal of the status of individual projects. We are also happy to compile hard copy backup with our invoices, as we currently provide to various City personnel.

Budget Adherence/Commitment to Cost Control

Our ***single point of contact*** with the City, Aaron Wells, PE will shepherd the project's geotechnical, environmental, and materials testing/inspection services from the initial conversations through to the project close-out. As such, Mr. Wells will always "be in the loop" regarding the project's allotted budget and work authorizations, submitted invoicing, changes in scope, current status and potential short-falls or overruns. PSI's philosophy states that effective communication is a cornerstone of client satisfaction and can only be achieved through early identification, planning and establishment of project requirements and budget constraints.

The relationships that PSI established with the City personnel will facilitate the coordination required for a timely resolution of any technical issues. The members of PSI's team have also worked closely with each other and with the City for many years, which also enhances the coordination continuity.

To minimize the City's personnel involvement with the contract and help ensure adherence to budgets, PSI's Project Manager's duties will include:

- *Maintain constant awareness of project activities*
- *Coordinate with PSI field personnel and City's Project Manager*
- *Maintain a library of most current references to promote effective development of plans and reports*
- *Review and supervise field and laboratory results*
- *Track budgets and maintain a close watch on budget status with the aid of* **PSIQEST**
- *Supervise invoice preparation*
- *Be readily available to City staff to discuss, consult, and deal with any project issues that may arise*
- *Consult to develop reasonable & cost-effective solutions for difficult conditions discovered in the field*

An economy of the project budget can often be realized through PSI's ability to utilize members of our ***cross-trained technical staff*** capable of providing services in several arenas. When possible, we will attempt to use our broad-based capabilities to the City's best interest, thereby reducing on-site times, multiple technicians on-site, etc. Additionally, the large quantity of specialty services that we can provide in-house will reduce or eliminate the need for emergency sub-consultant usage and uncontrolled fees. The fact that we can marshal and control these services often results in an initial budget savings, as well as mitigation of unforeseen expenses as critical on-site conditions arise or planned situations change.

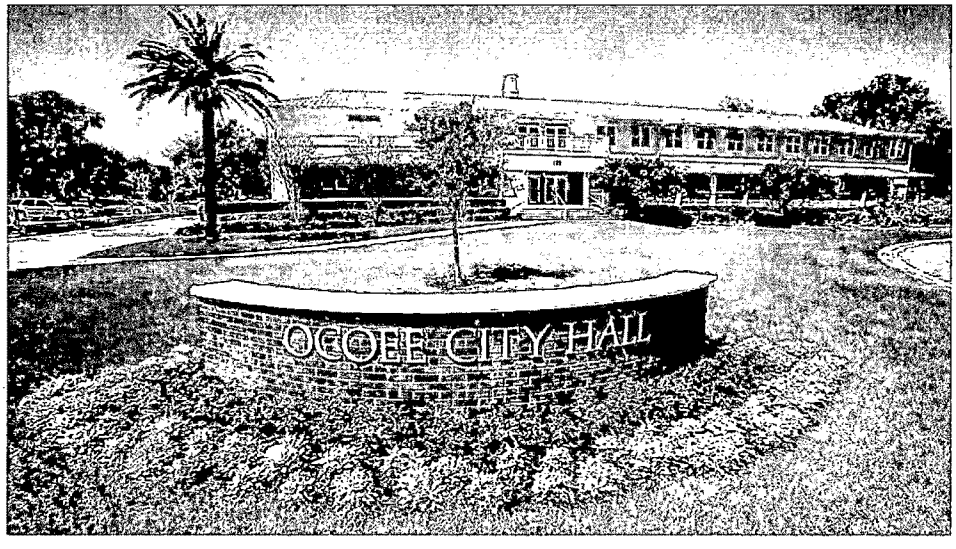
As a part of our invoicing process, PSI will maintain complete ***back-up records*** of all fees and charges within the **PSIQEST** system. These records will include payroll data, daily reports of site visits, laboratory testing results and reports, field testing results and reports, receipts of any reimbursable expenses, etc. This back-up will include any re-testing or re-inspection services, which can often be backcharged to the appropriate party. PSI as a matter of policy will only invoice for the services as requested by the City and at the contracted rates. As a final statement regarding control of costs, it is our intention to provide the City with outstanding services as a valued part of the design and construction process. PSI is committed to providing quality professional services.

PSI has a long history of providing innovative solutions and superior value to our clients. In fact, the costs that we have saved our clients have even outweighed our fees on several occasions. In order to ensure that our clients receive a superior value for our services, PSI performs ***value engineering*** on all significant projects. The goal of our value engineering is to identify sounder, safer, and less costly alternatives to standard approaches. Generally, the value engineering team will consist of Chief Engineer and other support personnel with experience in the required area. As always, we will be available to the City 24 hours a day and 7 days a week.

ocoee

CONTINUING CONTRACTS
GEOTECHNICAL TESTING SERVICES

RFQ NO: 21-005



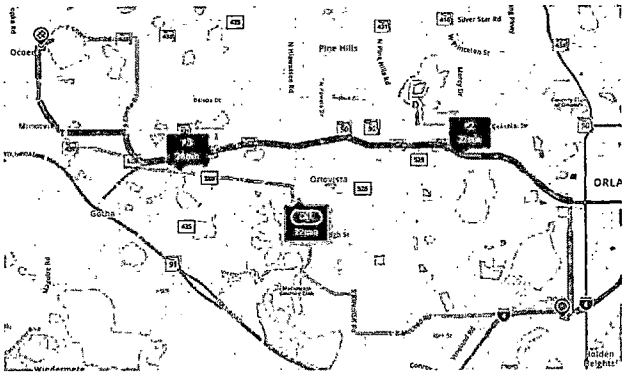
Office Locations:
Established as a legal entity in Florida in 1975, we have a team of more than 300 professionals located within 10 offices throughout the state. Services for this contract will be performed out of our Orlando office. We can also pull from our other Florida offices when needed.

PSI's Orlando office is the largest within the State, employing more than 150 geotechnical, construction services, environmental, facilities engineers, technicians, and support staff who have been providing services throughout the State of Florida for more than 45 years.

Orlando Office Information
1748 33rd Street
Orlando, Florida 32839
Phone: 407-304-5560

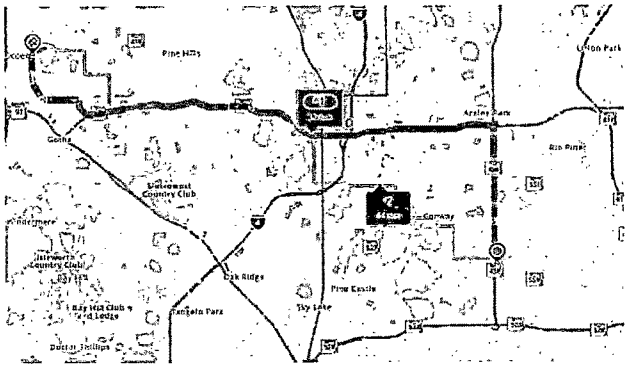
The distance from PSI's office at 1748 33rd Street Orlando, Florida 32839 and Ocoee City Hall at 150 N. Lakeshore Drive, Ocoee, FL 34761, as per MapQuest, is:

Miles – 12.6
Hours – 22 minutes



The distance from our sub-consultant NADIC Engineering Services, Inc., office at 5780 Hoffner Avenue, Orlando, Florida 32822 and Ocoee City Hall at 150 N Lakeshore Drive, Ocoee, FL 34761, as per MapQuest, is:

Miles – 20.9
Hours – 32 minutes



Conflict of Interest Disclosure Form:
After this section, please find our completed and signed Conflict of Interest Disclosure Form.

Receipt of any Addenda Issued Form:
After this section, please find our completed Acknowledgment of Addenda Form.

Summary of Litigation:
PSI has never been the subject of an investigation conducted by a regulatory agency or professional licensing board. PSI's Central Florida operations have not been involved in any litigation with any federal, state or local agency as a result of actions or inactions in the past five (5) years or previously in the regular course of business.

Furthermore, PSI's Central Florida operations have not had any claims or actions taken against us in the last five (5) years by any regulatory agency and/or court. That being said, PSI is a large consulting firm with nearly 2,200 employees in 100 offices nationwide. In today's legal environment, it is impossible to perform a magnitude of work nationwide without becoming involved in lawsuits. Obviously, PSI cannot discuss matters in litigation. Any litigation PSI may be involved in does not threaten the company's viability, and PSI remains fully insured for both professional and general liability.

Additionally, after this section, please find our completed Summary of Litigation Form.

Company Information/Signature Sheet:
After this section, please find our completed and signed Company Information/Signature Sheet.

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:

Professional Service Industries, Inc.

Firm Name

Signature

Aaron Wells, PE - Department Manager

Name and Title (Print or Type)

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.

PSI has never been the subject of an investigation conducted by a regulatory agency or professional licensing board. PSI's Central Florida operations have not been involved in any litigation with any federal, state or local agency as a result of actions or inactions in the past five (5) years or previously in the regular course of business. PSI is a large consulting firm with nearly 2,200 employees in 100 offices nationwide. In today's legal environment, it is impossible to perform a magnitude of work nationwide without becoming involved in lawsuits. Obviously, PSI cannot discuss matters in litigation. Any litigation PSI may be involved in does not threaten the company's viability, and PSI remains fully insured for both professional and general liability.

ACKNOWLEDGEMENT OF ADDENDA:

Bidder acknowledges receipt of the following addenda:

No. 1 Dated 4/27/2021
No. _____ Dated _____
No. _____ Dated _____

(Remainder of page left blank intentionally.)

COMPANY INFORMATION/SIGNATURE SHEET RFQ #21-005

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.

Professional Service Industries, Inc.
COMPANY NAME

407-304-5560
TELEPHONE (INCLUDE AREA CODE)
407-304-5561
FAX (INCLUDE AREA CODE)
aaron.wells@intertek.com
E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

Aaron Wells, PE - Department Manager
NAME/TITLE (PLEASE PRINT)

1748 33rd Street
STREET ADDRESS
Orlando, Florida 32839
CITY STATE ZIP

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

FEDERAL ID #37-0962090
____Individual X Corporation ____Partnership ____Other (Specify)____

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this 30th day of April, 2021.

Personally Known ✓ or

Produced Identification_____

(Type of Identification)

Notary Public - State of FL
County of Orange

Signature of Notary Public

Printed, typed or stamped
Commissioned name of Notary Public

Pamela D. Harper
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG318186
Expires 4/1/2023

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/23/2021

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

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

PRODUCER Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101 Attn: stlouis.certrequest@marsh.com CN102792561-PSI-PrPo-20-21	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED PROFESSIONAL SERVICE INDUSTRIES, INC. 1748 33RD STREET ORLANDO, FL 32839	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** N/A — N/A **INSURER C :** Steadfast Insurance Company — 26387 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CHI-009617255-41 **REVISION NUMBER:** 7

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			GLO541569307	10/01/2020	10/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 5,000,000 $ 100,000 $ 20,000 $ 5,000,000 $ 10,000,000 $ 5,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAP 7296414-00	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 7296412-00 (AOS) WC 7296413-00 (WI)	10/01/2020 10/01/2020	10/01/2021 10/01/2021	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
C	Professional Liability			EOC0206920-05	09/30/2020	09/30/2021	Each Claim/Aggregate: SIR:	5,000,000 1,000,000

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

RE: RFQ #21-005 CONTINUING CONTRACT FOR GEOTECHNICAL TESTING SERVICES

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED (EXCEPT AS RESPECTS ALL COVERAGE AFFORDED BY THE WORKERS' COMPENSATION AND PROFESSIONAL LIABILITY POLICIES) AS REQUIRED BY 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
of Marsh USA Inc

Manasi Mukherjee

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AGENCY CUSTOMER ID: CN102792561
LOC #: St. Louis

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Marsh USA Inc.		PROFESSIONAL SERVICE INDUSTRIES, INC. 1748 33RD STREET ORLANDO, FL 32839
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Contractor's Pollution Liability
Policy #: CPO16503597
Carrier: AIG Specialty Insurance Company - NAIC #26883
Effective Dates: 10/01/2020 - 10/01/2021
Limit of Liability: $5,000,000 Coverage A Each Loss
$250,000 Coverage B Each Loss
$10,000,000 Aggregate
Deductible: $100,000 Each Loss

Professional Liability and Contractor's Pollution Liability: Other deductibles may apply as per policy terms and conditions.

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CONTINUING CONSULTING AGREEMENT FOR GEOTECHNICAL TESTING SERVICES

THIS AGREEMENT made and entered into this 17th day of August, 2021 by and between the **CITY OF OCOEE, FLORIDA**, a Florida municipal corporation, hereinafter referred to as "CITY", and **NADIC ENGINEERING SERVICES, INC.**, a Florida corporation, hereinafter referred to as "CONSULTANT".

WHEREAS, the CITY needs geotechnical testing services to be performed on a continuing and periodic basis as the need for such services may arise, per the CITY's RFQ #21-005 Continuing Contracts for Geotechnical Testing Services, attached as Exhibit A; and

WHEREAS, the CITY desires to employ the CONSULTANT in connection with the geotechnical testing services required, upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing such services upon said terms and conditions, per CONSULTANT'S qualification package attached as Exhibit B; and

WHEREAS, the CITY shall have the option to use the CONSULTANT's professional geotechnical testing services ("Services"), as further described below, for City projects (hereinafter referred to as "Project" or "Projects"); and

WHEREAS, the City has selected the CONSULTANT in accordance applicable law and the rules and ordinances of the City, and this Contract shall constitute a continuing contract to perform services on an as needed basis over a period of time;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION I

SCOPE OF SERVICES

1. CONSULTANT hereby agrees to perform for the CITY geotechnical testing services which may include services in all phases of a Project. The scope of work to be

performed through task orders issued under the continuing contract may consist of, but will not necessarily be limited to: soils investigation for design purposes including season and high ground water levels, soil stability, drainage associated with hydrological groundwater modeling, supporting documentation for permitting, and construction administrative support (materials testing). Various geotechnical testing services for City projects; such projects include large and small scale water, sewer, and reclaimed utility projects, road construction and/or rebuild construction, extensions and/or stormwater related projects, and other geotechnical type projects. There may also be a periodic need to conduct Phase 1 environmental reviews and environmental lien searches related to the possible acquisition of real property by the City. A variety of testing and consultative tasks will be required in various combinations depending on the needs of each project, as requested by the CITY, through the issuance of a Services Authorization (Task Order) issued pursuant to this Agreement.

2. CONSULTANT shall perform such services in accordance with the terms and conditions of this Contract and with applicable regulations and requirements of all interested government agencies. It is expressly understood, however, that the CITY shall have no obligation to authorize CONSULTANT to perform any services under this Contract, and may, in its sole discretion, retain other consultants to perform any or all of the services authorized under this Contract.

3. CONSULTANT shall utilize sufficient qualified personnel acceptable to the CITY to perform all services under this contract and any Services Authorization issued hereunder. CONSULTANT shall promptly remove any person from performing services as the CITY shall request in writing (which request may be made by the CITY with or without cause), and promptly replace such person with a person who shall be approved in writing by the CITY. CONSULTANT agrees to include a similar provision in its agreements with any and all Subconsultants.

SECTION II

TERM

1. Continuing Contract. This Agreement shall continue in full force for an initial period of three (3) years, beginning on **August 17, 2021**, with two (2) automatic one-year renewable extensions, for a total of five (5) years. Each one-year renewable term shall automatically be renewable for the next succeeding one-year term with the condition that the CITY'S obligation to pay under this Agreement for each year is contingent upon the CITY in its good faith judgment having sufficient funds to make an annual appropriation for the Services to be provided under this Agreement. The Agreement shall continue in full force and effect from the date first written above or until terminated in accordance with this Agreement. The CITY shall have the option of extending the term an additional one (1) year. The above time periods may be extended to complete Services being rendered under a Project that has already been identified in a Services Authorization issued prior to the expiration of the Agreement.

2. The CITY shall, from time to time at its sole discretion, authorize the CONSULTANT in writing to provide Services under this Agreement by issuing a Services Authorization. A Services Authorization shall, by mutual agreement of the parties, set forth, (1) the Scope of Services, (2) the time for performance, (3) method and amount of compensation, (4) the items to be provided to the CITY, and (5) the services, information and data that can be provided by the CITY to the CONSULTANT.

3. The CITY does not guarantee, warrant, or represent that any number of Projects or any particular type of Project will be assigned to the CONSULTANT under the terms of this Agreement. Furthermore, the purpose of this Agreement is not to authorize a specific Project, but to set forth certain duties, obligations, rights, and responsibilities that may be incorporated by reference into any Services Authorization that may be mutually agreed to by the parties. The

CITY shall have the sole discretion to select the Project(s), if any, that may be given to the CONSULTANT.

4. The CONSULTANT shall perform any and all Services in a timely, efficient and cost-effective manner and in a manner that comports with the standards of geotechnical testing services ordinarily exercised by reputable members of Consultant's profession.

SECTION III

COMPENSATION

1. Method of Payment: For services rendered by CONSULTANT under a Services Authorization, the CITY shall pay CONSULTANT by one of the following methods: (i) a lump sum amount; or (ii) per diem or hourly rates which shall be used as the basis, along with reimbursable expenses, for establishing a guaranteed maximum price ("GMP") which shall not be exceeded. For Services Authorizations issued with a GMP, the CITY shall reimburse CONSULTANT for the cost of permissible out-of-pocket expenses (hereinafter referred to as "Reimbursable Expenses") incurred by CONSULTANT in the performance of services. A Reimbursable Expenses budget, if required, shall be included within each Services Authorization priced on a GMP basis. Reimbursable Expenses means the actual, necessary, and reasonable expenses incurred directly or indirectly in connection with the Project and may include expenses for reproduction, presentation materials and supplies, photography and video, travel outside of Orange and Seminole Counties, postage, overnight or express mail, long distance telephone, and facsimile costs. Travel expenses shall be submitted in accordance with Florida Statute § 112.061 (2008). Travel and per diem charges shall not exceed the limits allowed under applicable Florida Statutes.

2. CONSULTANT shall submit to CITY the invoices of CONSULTANT, in detail sufficient for a proper preaudit and postaudit thereof.

3. CITY shall pay CONSULTANT not later than thirty (30) calendar days of its receipt of CONSULTANT'S invoices, unless, within the 30-day period, the CITY, 1) notifies CONSULTANT of an objection to the PAYMENT amount, and 2) either provides CONSULTANT with a determination of the proper PAYMENT, or requests further information from CONSULTANT so that a proper PAYMENT can be calculated and agreed upon by the parties.

4. The CITY's objection to the PAYMENT amount shall be accompanied by the CITY's remittance of any undisputed portion of the PAYMENT.

5. Upon the termination of this AGREEMENT, CONSULTANT shall prepare a final and complete payment statement for all SERVICES and reimbursable expenses incurred since the posting of the last payment statement, and through the date of termination. CONSULTANT also agrees to maintain, and to cause each of its subcontractors to maintain complete and accurate books and records (BOOKS) in accordance with sound accounting principles and standards, in a form acceptable to the CITY, and relating to all SERVICES and related costs and expenditures to the CITY that have been contracted for and paid during the life of this AGREEMENT. The BOOKS shall identify the SERVICES rendered during each month of this AGREEMENT, the date that each PROJECT expense was incurred, and whether the expense was SERVICE or reimbursable-related.

6. The BOOKS may (but need not) be kept separate and apart from CONSULTANT's other books; but the CITY shall have the right, at any reasonable time and through any of its designated agents or representatives, to inspect and audit the BOOKS for the purpose of verifying the accuracy of any payment statement.

7. CONSULTANT shall retain the BOOKS, and make them available to the CITY as specified above, until the later of five (5) years after the date of termination of this AGREEMENT, or five (5) years from the date of the final payment statement (of the PROJECT)

prepared for the CITY, or such longer time if required by any federal, state, or other governmental law, regulation, policy, or contractual or grant requirement or provision.

8. When the CITY has reasonable grounds for belief (or information to believe) that, 1) CONSULTANT will be unable to perform the SERVICES; or 2) a pending or meritorious claim exists against CONSULTANT or the CITY arising out of CONSULTANT's negligence or CONSULTANT's breach of any provision of this AGREEMENT; then the CITY may withhold a payment otherwise due and payable to CONSULTANT. This provision is intended solely for the benefit of the CITY.

9. The acceptance by CONSULTANT, its successors, or assigns, of any final payment due upon the termination of this AGREEMENT, shall constitute a full and complete release of the CITY from any and all claims, demands, or causes of action whatsoever that CONSULTANT, its successors, or assigns may have against the CITY under the provisions of this AGREEMENT.

SECTION IV

INDEMNIFICATION AND INSURANCE

1. Indemnification. The CONSULTANT shall indemnify, defend and hold harmless the City, its representatives, employees, and elected and appointed officials, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed or utilized by the CONSULTANT in the performance of any professional services rendered under this Agreement or any Services Authorization issued pursuant to this Agreement. For purposes of compliance with Florida law, CONSULTANT acknowledges that this provision shall be deemed a part of the project specifications or the bid documents.

2. Insurance The CONSULTANT shall purchase, maintain, and keep in full force, effect, and good standing, such insurance that is further described below, and any other insurance

necessary to fully protect it from claims of the nature that are detailed below, that may arise out of, or result from, the CONSULTANT's operations, performance, or Services, or all of these things, or any of these things in combination (CONSULTANT's Operations), whether the CONSULTANT's Operations are by the CONSULTANT, any of its agents or Subconsultants, or anyone for whose act or acts it may be liable. The CONSULTANT'S insurance carrier shall be licensed to do business in the State of Florida and shall have an A.M. Best Rating of A or better. The insurance required by this Subsection shall be written for not less than the limits of liability specified below, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the CONSULTANT's obligation under this Agreement.

3. The CONSULTANT shall provide evidence of insurance in the form of a certificate of insurance issued on behalf of the City of Ocoee by companies acceptable to the City at the following minimum limits and coverage's with deductible amounts acceptable to the City. The CONSULTANT shall not commence any work in connection with this contract or any applicable Services Authorization until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the CONSULTANT allow any Sub-consultant to commence work on a subcontract until all similar insurance required of the sub-consultant has been so obtained and approved. Policies shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a rating deemed acceptable to the City. Policies for Workers' Compensation may be issued by companies authorized by applicable Florida law. The following insurance requirements are also applicable:

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

b) Workers' Compensation Insurance: The Consultant shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits of

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

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

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

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

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

g) Owner's Protective Liability Insurance: (Not applicable for Design Services). As applicable for construction projects, providing coverage for the named insured's liability that arises out of operations performed for the named insured by independent consultants and are directly imposed because of the named insured's general supervision of the independent consultant. The Consultant shall procure and furnish

an Owner's Protective Liability Insurance Policy with the following limits: $1,000,000, and per occurrence, $2,000,000. Aggregate and naming the City of Ocoee as the Named Insured.

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

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

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

4. City As Additional Insured. The CITY shall be listed as an additional insured on all insurance coverage required by this Agreement, except Worker's Compensation and Professional Liability errors and omissions insurance. Furthermore, all other insurance policies pertaining to the Services to be performed under this Agreement shall memorialize that the CONSULTANT's, or the CONSULTANT's Subconsultant's, or all of these entities' (Primary Insureds) insurance, shall apply on a primary basis, and that any other insurance maintained by the CITY shall be in excess of and shall not contribute to or be commingled with the Primary Insured's insurance.

5. CITY's Right to Inspect Policies. The CONSULTANT shall, in the event of a material claim, upon thirty (30) days' written request from the CITY, deliver copies to the CITY of any or all insurance policies that are required in this Agreement.

SECTION V

TERMINATION

1. Termination Without Cause. This Agreement may be terminated by either party by delivering a thirty (30) written notice to the other party. In the event of the termination of this Agreement, any liability of one party to the other arising out of any Services rendered, or any act or event occurring prior to the termination, shall not be deemed to be terminated or released. The CONSULTANT shall be paid for Services completed prior to receipt of the termination notice and for reasonable termination settlement costs relating to commitments which had become firm prior to the termination; however, payment to the CONSULTANT will exclude any and all anticipated supplemental costs, administrative expenses, overhead and profit on uncompleted Services.

2. Termination for Cause. In addition to any other termination provisions that may be provided in this Agreement, the CITY may terminate this Agreement, or any Services Authorization issued under this Agreement, in whole or in part, if the CONSULTANT (1) makes a willfully false payment statement; (2) substantially fails to perform any material obligation under this Agreement or Services Authorization and does not remedy the failure within five (5) calendar days after receipt by the CONSULTANT of written demand by the CITY, or (3) refuses to allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from § 24(a) of Article I of the State Constitution and Florida Statutes § 119.07(1). The CONSULTANT may terminate this Agreement or any Services Authorization issued under this Agreement, if the CITY fails to perform any material obligation under this Agreement, and does not remedy the failure within

fifteen (15) calendar days after receipt by the CITY of written demand from the CONSULTANT.

3. Upon termination of this Agreement for Cause by the CITY, the City may pay the CONSULTANT for those Services actually rendered and contracted for under a Services Authorization, and those reasonable and provable expenses required by any Services Authorization and actually incurred by the CONSULTANT for Services prior to the effective date of termination. Such payments, however, shall be, 1) reduced by an amount equal to any additional costs and damages incurred by the CITY as a result of the default(s) of the CONSULTANT, including all incidental and consequential fees and expenses.

4. Delivery of Materials Upon Termination. In the event of termination of this Agreement (or any Services Authorization) by the CITY, prior to the CONSULTANT's satisfactory completion of all the Services described or alluded to herein, the CONSULTANT shall promptly furnish the CITY, at no additional cost or expense, with one (1) copy of the following items (Documents), any or all of which may have been produced prior to and including the date of termination: data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by the CONSULTANT, or by any Subconsultant, in rendering the Services described herein, and not previously furnished to the CITY by the CONSULTANT pursuant to this Agreement, or any Services Authorization. The Documents shall be the sole property of the CITY, and the CITY shall be vested with all rights provided therein of whatever kind and however created. The CONSULTANT shall also require that all such Subconsultants agree in writing to be bound by the provisions of this Subsection.

SECTION VI

SUSPENSION

The CITY has the right to suspend the CONSULTANT's Services (in whole or in part) rendered under this Agreement or any Services Authorization. However, if the CITY suspends the CONSULTANT's Services pursuant to any Services Authorization, the CITY will add to the period of service for such Services Authorization a period not less than the duration of such suspension and compensate the CONSULTANT for the reasonable and provable additional costs it has incurred as a direct and proximate result of such suspension.

SECTION VII

NOTICES

1. All notices denominated as such by this Agreement, or the City Code, or Florida law, required to be given to the CONSULTANT hereunder shall be in writing, and shall be given by hand-delivery or United States mail, postage prepaid, addressed to:

NADIC ENGINEERING SERVICES, INC.
601 North Hart Boulevard
Orlando, FL 32818
Attention: Dr. Godwin Nnadi

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, City Engineer.

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 geotechnical testing 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.

(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.

ATTEST:

Name: Shana Ward

ACCEPTED:
NADIC ENGINEERING SERVICES, INC.

By: _____
Name: Godwin Nnadi
Title: Principal Engineer/CEO

(SEAL)

ATTEST:

Name: Melanie Sibbitt
Title: City Clerk

APPROVED:

CITY OF OCOEE, FLORIDA

By: _____
Name: Rusty Johnson
Title: Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA APPROVED AS TO FORM AND LEGALITY this 17th day of Aug., 2021

SHUFFIELD, LOWMAN & WILSON, P.A.

BY: _____
Scott A. Cookson, City Attorney

APPROVED BY THE OCOEE CITY COMMISSION AT A MEETING HELD ON July 20, 2021
UNDER AGENDA ITEM NO. 8.

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: RICHARD HAFFNER
Title: VP

CONSULTANT:
NADIC ENGINEERING SERVICES, INC.

BY: _____
Print Name: Godwin Nnadi
Title: Principal Engineer/CEO

STATE OF FLORIDA }

COUNTY OF Orange }

PERSONALLY APPEARED before me, the undersigned authority, Godwin Nnadi, [N] well known to me or [ ] who has produced his/her _____ as identification, and known by me to be the Principal Engineer/CEO 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 2nd day of August, 2021

SHANA WARD
Notary Public - State of Florida
Commission # GG 946356
My Comm. Expires Jan 12, 2024
Bonded through National Notary Assn.

_____
NOTARY PUBLIC

Print Name: Shana Ward
My Commission Expires: Jan 12, 2024

EXHIBIT A

RFQ #21-005 CONTINUING CONTRACTS FOR GEOTECHNICAL TESTING SERVICES

CITY OF OCOEE

REQUEST FOR QUALIFICATIONS (RFQ) #21-005

CONTINUING CONTRACTS FOR GEOTECHNICAL TESTING SERVICES

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FOR
RFQ #21-005
CONTINUING CONTRACTS FOR GEOTECHNICAL TESTING SERVICES

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Request for Qualifications, Legal Advertisement

The City of Ocoee, Florida, (the "City") is soliciting sealed statements of qualifications for **RFQ #21-005 CONTINUING CONTRACTS FOR GEOTECHNICAL TESTING SERVICES.** Qualification packages will only be accepted electronically through Negometrix4, a free e-Procurement platform, **until 2:00 pm, local time, on May 4, 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@ci.ocoee.fl.us. 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 April 4, 2021.

CITY OF OCOEE
REQUEST FOR QUALIFICATIONS "RFQ" #21-005
CONTINUING CONTRACTS FOR GEOTECHNICAL TESTING 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 qualification from geotechnical testing firms that are interested in providing such services for City projects. Such projects include large- and small-scale water, sewer, and reclaimed utility projects, road construction and/or rebuild construction, extensions and/or stormwater related projects, and other geotechnical type projects. There may also be a periodic need to conduct Phase 1 environmental reviews and environmental lien searches related to the possible acquisition of real property by the City. A variety of testing and consultative tasks will be required in various combinations depending on the needs of each project.

   Responding firms (Respondent, Firms, Bidder, Proposer) must be experienced in providing geotechnical testing services for projects of a scope and nature comparable to those described. Use of qualified subconsultants for specialty work is acceptable. To be considered, the firm shall be qualified by a licensed professional in accordance with Florida State law and be familiar with all applicable State of Florida, St. Johns River Water Management District, Orange County, and City land development codes, regulations, and laws, and with City and Orange County construction standards.

   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. Geotechnical Testing 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 to at least three (3) Respondents, if possible, deemed to be the most highly qualified to perform the required services. In determining whether a firm or individual is qualified, the City shall consider criteria set forth in the RFQ. The firm selected by the City will provide professional services to the City on an as-needed basis, based upon task orders to be issued by the City under the continuing contract. The continuing contract shall have an initial three (3) year period plus two automatic one-year renewable extensions, and one (1) year optional renewal at the City's discretion.

3. Prospective respondents may secure a free copy of the documents required for submitting a response through Negometrix's Negometrix4 platform by accessing the City's published solicitation page at https://app.negometrix.com/buyer/748. Please visit https://www.ocoee.org/323/Purchasing for more information. Prospective respondents will be provided with all information regarding this RFQ, addenda, and changes to the project requirements through the Negometrix4 platform. Partial sets of the documents required for submitting a statement of qualifications will not be issued. By using Negometrix, prospective respondents will be provided with all information

regarding this RFQ, all addendums and changes to the project requirements; there is no charge to use the Negometrix e-procurement platform.

4. Each qualification package should consist minimally of a cover letter, statement of qualifications, conflict of interest disclosure form and company information form (attached at the end of these instructions). Please also include a copy of all applicable licenses held by firms or key subconsultants proposing to perform the work. Statements of qualifications should be limited to a total of **forty (40) 8.5"x 11" pages** (including any resumes and maximum 2-page cover letter but excluding front and back covers, dividers, table of contents, and company information form), single-sided, portrait orientation, 12-point font. Additional submission instructions are supplied below in Section D. Any qualifications package failing to conform to these specifications may be subject to rejection. **The person signing the signature sheet on behalf of the respondent must have the legal authority to bind the respondent to the submitted qualification package and shall be understood to do so.** All expenses for providing qualification packages to the City shall be borne by the respondent.

5. The City utilizes Negometrix, an e-procurement platform, Negometrix4 version. The City is **ONLY** accepting electronic solicitation responses online through the City's Negometrix4 platform at https://app.negometrix.com/buyer/748. This link can also be accessed through the City's website at https://www.ocoee.org/323/Purchasing under the ***Current Open Solicitations*** menu. All responses for this bid **MUST** be submitted through the Negometrix4 platform. Bid/RFP/RFQ submissions received in any other format will not be accepted; no paper, fax, or e-mailed submissions will be accepted. **There is no charge to use the Negometrix electronic bid submission platform**.

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

   Once your company is registered with Negometrix, you will be able to submit your bid/proposal/qualification statement securely, any time before the bid deadline, at https://app.negometrix.com/buyer/748 by clicking the PARTICIPATE BUTTON under the solicitation. Qualification Statements submitted on Negometrix4 will remain locked and inaccessible by City staff until the bid deadline. Respondents are encouraged to allow ample time to upload and submit your Response as the system will automatically lock responses upon the bid deadline. A virtual public RFQ opening will be held on the date and time indicated below. Details on how to access the virtual bid opening will be located on the City's website at https://www.ocoee.org/959/Public-Bid-Meetings.

6. Respondents shall submit one (1) complete electronic copy, preferably in a single file, of their qualifications package on the Negometrix4 platform. Qualification packages must be received by Negometrix4 no later than **2:00 p.m. (local time) on May 4, 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@ci.ocoee.fl.us. Deadline for receipt of written inquiries will be **April 27, 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 amount of $1 million on 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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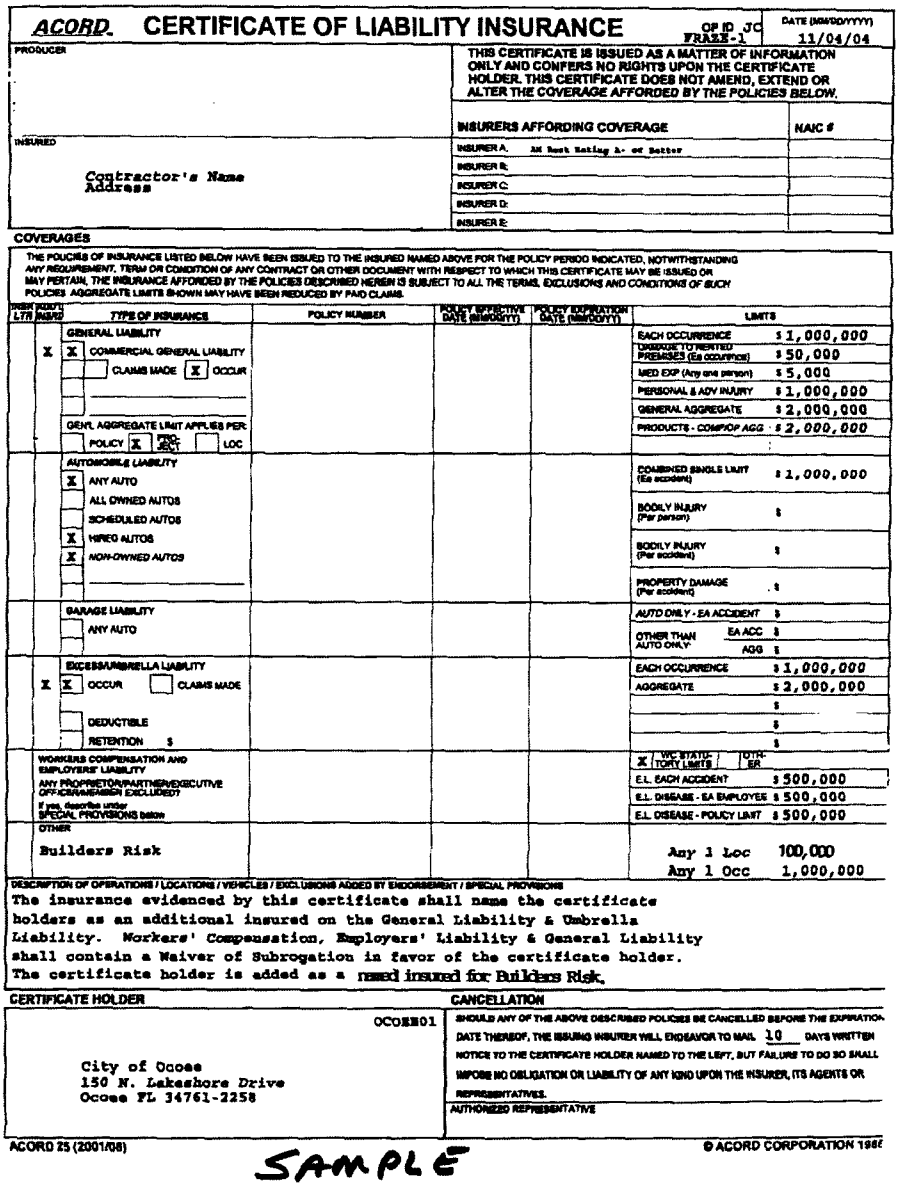

ACORD. CERTIFICATE OF LIABILITY INSURANCE

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: At least 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.

LTR	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				
	X	HIRED AUTOS				BODILY INJURY (Per accident) $
	X	NON-OWNED AUTOS				
						PROPERTY DAMAGE (Per accident) $
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT $
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC $
						AGG $
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE $1,000,000
X	X	OCCUR [ ] CLAIMS MADE				AGGREGATE $2,000,000
						$
		DEDUCTIBLE				$
		RETENTION $				$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				X WC STATU-TORY LIMITS / OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT $500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE $500,000
						E.L. DISEASE - POLICY LIMIT $500,000
		OTHER				
		Builders Risk				Any 1 Loc 100,000
						Any 1 Occ 1,000,000

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

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

CERTIFICATE HOLDER

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)

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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 City of Ocoee, Florida (City), in conformance with its policies and procedures, is soliciting statements of qualification from geotechnical testing firms that are interested in providing such services for City projects. Such projects include large- and small-scale water, sewer, and reclaimed utility projects, road construction and/or rebuild construction, extensions and/or stormwater related projects, and other geotechnical type projects. There may also be a periodic need to conduct Phase 1 environmental reviews and environmental lien searches related to the possible acquisition of real property by the City. A variety of testing and consultative tasks will be required in various combinations depending on the needs of each project.

Each firm proposing to provide geotechnical testing services to the City shall provide a complete list of all such services normally available from that firm. Work will be requested through a task work order to which the firm will provide a price proposal. The City may reject or accept the statement of qualifications, request additional information, or negotiate a different mix of services and/or prices. Once an agreement is reached, the work will be authorized through a City purchase order. The task work order will be used to determine the expected quantity and nature of the services required for the covered project(s). The purchase order will authorize a specified maximum cost for services to be provided. Project conditions may alter the number and nature of tests and services provided over the course of the work, so long as the maximum budget authorized is not exceeded.

The City intends to award continuing contracts to no fewer than three (3) firms, if possible, deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the City shall consider criteria set forth in the RFQ. The continuing contract shall have an initial three (3) year period plus two automatic one-year renewable extensions, and a one (1) year optional renewal at the City's discretion.

The following list is a representative sample of the tasks to be procured, as needed, for City projects:

Roadway-related Services:

1. Stabilized subgrade in-place density test
2. Stabilized subgrade depth verification test
3. Stabilized subgrade strength verification test (Limerock Bearing Ratio)
4. Limerock in-place density test
5. Limerock depth verification test
6. Limerock modified proctor test
7. Soil cement testing, crushed concrete for base
8. Asphaltic concrete extraction & gradation test, per day
9. Mobilization of equipment
10. Asphalt core testing for depth & density w/patching of core hole, per core
11. Laboratory test of asphalt cores for density

Utility-related Services:

1. Pipe in-place density tests (typically 1 test per 300 ft. of pipe for every 1 ft. of backfill)
2. Structure in-place density test (typically 1 test per structure per 1 ft. of backfill)
3. Modified proctor test

Building-related Services:

1. Footing foundation soil density test
2. Concrete slump test
3. Soil bearing test

Miscellaneous Services:

1. Phase 1 environmental review
2. Environmental lien search
3. Engineering technician, per hour
2. Engineer review, per hour
3. Engineering review and administrative overhead, as a percent of the total task
4. Other service not explicitly listed above but customarily provided by the firm as part of its geotechnical testing services

The list given above is representative but not complete. Interested firms must be experienced in providing services for projects of a scope and nature comparable to those described. Use of qualified sub-consultants for specialty work is acceptable. To be considered, the firm shall be a licensed to do business of this type 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.

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 shall provide information relative to their ability to provide services that will best meet the needs of the City.

The City of Ocoee requires comprehensive responses to every section within this RFQ. To facilitate the review of the responses, firms should follow the described response format. The intent of the RFQ format requirements is to expedite review and evaluation. It is not the intent to constrain firms with regard to content, but to assure that the specific requirements set forth in this RFQ are addressed in a uniform manner amenable to review and evaluation. In order to simplify the review process and obtain the maximum degree of comparison, the Respondent should use the following format in responding to the RFQ and missing material may cause your submission to be evaluated accordingly:

I. Firm's Qualifications

- Firm's and key employee's certifications and licenses with regulatory agencies, professional organizations, etc.

- List firm's key sub-consultants, their qualifications, and their role in providing these services, if applicable.
- List of firms' other current or recently completed similar services within the past two (2) years with other public or private agencies.
- List of at least three (3) client references to include organization name, contact person, telephone number (s), and e-mail address.
- Firm's project organization and coordination structure
- Firm's understanding of the services requested and how the firm would accomplish the work

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

- List the location of all offices (firm and key sub-consultants) involved with this project and approximate distance (in miles) and time (in hours) to City Hall.
- Conflict of Interest Disclosure p. 18
- Receipt of any addenda issued. p. 19
- Summary of Litigation, if none please so state. 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
- Company Information/Signature Sheet p. 20.

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
37 days later	Qualification statements distributed to selection committee
45-60 days later	Selection 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.

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. Experience of the firm and key personnel • Past Performance and Experience of the Firm • Past Performance and Experience of the Team Members • Past Performance and Experience with or in the City • Overall Experience • Affect of Legal Action Against the Firm • References, Licenses with Regulatory agencies • Firm's project organization and coordination structure	**50**
2. Ability to Meet Time and Budget Requirements • Current and Projected Workloads of the Firm	**25**
3. Project Approach • Briefly describe your Firm's understanding of the services requested and how the firm would accomplish the work.	**15**
4. Office Location • Location of the Firm 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**
	100

G. WORK ASSIGNMENT PROCEDURES

Firm(s) selected by the City will provide professional Geotechnical Testing 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.

Invoicing for completed work or progress billing shall be submitted to the requesting Utilities Department for processing and submission for payment by the Finance Department with a copy to:

Finance Department
Accounts Payable
City of Ocoee
150 N. Lakeshore Drive
Ocoee, Florida 34761

H. 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 #21-005

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

_____
COMPANY NAME

_____
TELEPHONE (INCLUDE AREA CODE)

_____
FAX (INCLUDE AREA CODE)

_____
E-MAIL ADDRESS

_____
AUTHORIZED SIGNATURE (manual)

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

_____
NAME/TITLE (PLEASE PRINT)

_____ _____
STREET ADDRESS

_____
CITY STATE ZIP

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

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____day of _____, 20____.

Personally Known_____ or

Produced Identification_____

_____
(Type of Identification)

Notary Public - State of _____
County of _____

_____
Signature of Notary Public

_____
Printed, typed or stamped
Commissioned name of Notary Public

EXHIBIT B

CONSULTANT'S QUALIFICATION PACKAGE RESPONSE TO RFQ #21-005

NADIC
ENGINEERING

CITY OF OCOEE

CONTINUING CONTRACTS FOR GEOTECHNICAL TESTING SERVICES

RFQ #21-005

ocoee
florida

NADIC
ENGINEERING

May 2nd, 2021

City of Ocoee
Purchasing Division
Attention: Vanessa Anthony,
150 N. Lakeshore Drive
Ocoee, Florida 34761

Subject: RFQ #21005 CONTINUING CONTRACTS FOR GEOTECHNICAL TESTING SERVICES

Dear Ms. Anthony and Selection Committee Members:

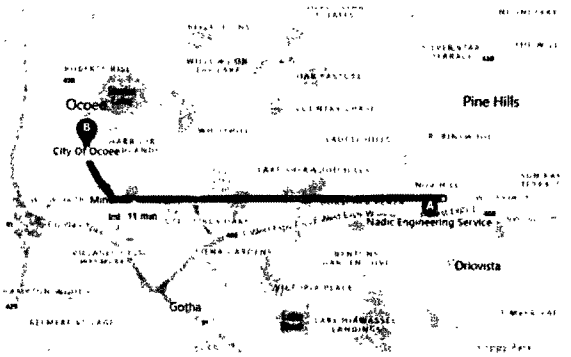
Nadic Engineering Services, Inc. (NADIC) is pleased to respond to the City of Ocoee's Request for Qualifications (RFQ) for Continuing Contracts for **Geotechnical Testing Services**. Thank you for the opportunity to submit our qualifications package. We have reviewed the Request for Qualifications and submittal requirements, and we are confident that our team can provide the services requested in a timely and cost-effective manner. Please accept this letter of interest to provide exceptional qualifications and experience to your service.

NADIC is one of the most respected, ***dependable*** and trusted engineering firms and is dedicated to providing services on time, within budget, and in a professional manner. We propose to use Dr. Godwin Nnadi, PE, as our single-point-of-contact. Dr. Nnadi is highly qualified and is a nationally known expert in Geotechnical, and Environmental engineering consulting. Dr. Nnadi will be available to the City to address engineering issues and coordinate staffing for all task authorizations. He is supported by a ***dedicated*** group of engineers, qualified CTQP technicians, and administrative personnel. Our unsurpassed client ***devotion*** ensures the City that our team will deliver quality, cost-effective, and on-time services ***safely***. Incident and injury free are at the foundation of NADIC's business model and would help the City's team be successful and accountable to the stakeholders.

We understand the City of Ocoee is seeking for qualified consultants who are interested in providing professional services to support the needs of the City. The Consultant shall function as an extension of the City's resources by providing qualified technical and professional personnel to perform duties and responsibilities assigned under the terms of the professional consulting services according to City Standards and Procedures. The NADIC Team is well qualified and committed to provide the City the required services to achieve your project goals in the areas of Geotechnical, and Materials Testing. NADIC is currently maintaining seven (7) continuing services contracts for government agencies with scopes similar to those involved on this contract. We understand the challenges facing the City and their need to *"do more with less"* we will proactively participate on your projects in ways that will ultimately allow the City to save cost.

Our team will provide you the following benefits:

- ***Dedicated:*** Nadic office is 5 miles from the City Hall; we will be an extension of your office. We will mobilize our drill rigs and staff in a moment's notice to meet your needs. Our employees are always available to you and committed to accommodate you for both routine and emergency requests. All work for the City will be performed by NADIC from our corporate headquarters: **601 N Hart Blvd, Orlando, FL 32818**



- ***Devoted:*** With a "*client first*" motto, we take pride in being proactive and creative in solving project challenges. We are devoted to providing the highest quality and most responsive professional services.

- ***Dependable:*** With over **20 years of local working experience in Central Florida,** we will be a reliable and dependable partner to the City. We have provided similar geotechnical/material testing services on multiple projects within the area. Our approach is to place the City's needs and objectives first.

- ***Safety:*** We strive to build safety and wellbeing in all aspects of our business. This is a responsibility we take very seriously and are committed to everyone going home safely every day.

We are confident that NADIC is the best choice to provide professional for Geotechnical Testing Services to the City.

We appreciate the consideration, and we look forward to providing the City of Ocoee "***Dedicated, Devoted and Dependable***" Services as your consultant partner. As the team Project Manager, I am personally committed to you and the City's team for a seamless delivery of the resources and expertise required to accomplish the City's goal in this contact.

Sincerely,

Godwin N. Nnadi, Ph.D., P.E.
Principal Engineer/Contract Manager
On behalf of:
The Nadic Engineering Services Inc. (NADIC) Team

TABLE OF CONTENT

TAB A

Firm's Qualification

TAB B

Firm's Office Location & Other Forms

TAB A

FIRM'S QUALIFICATIONS

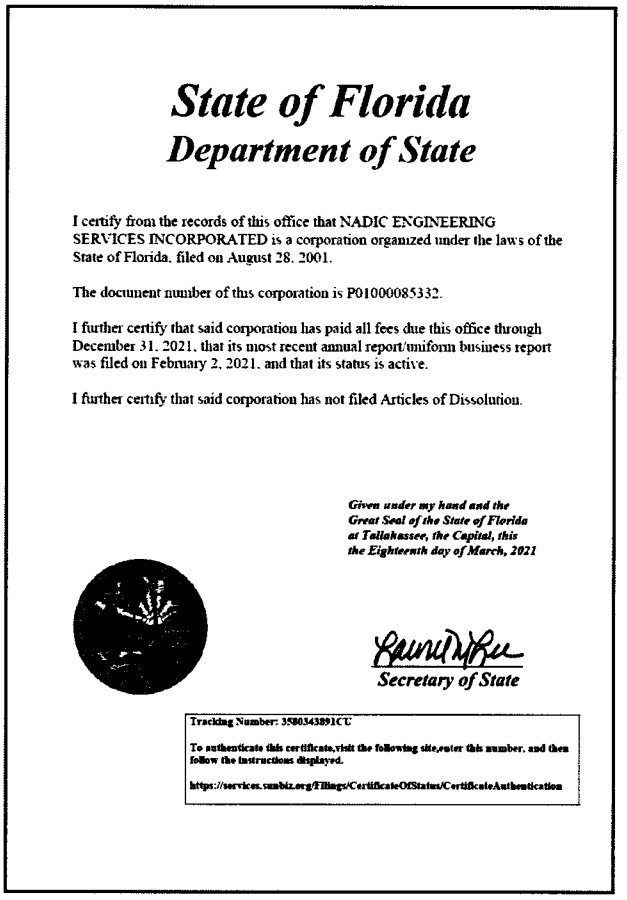
FIRM'S QUALIFICATIONS

Nadic Engineering Services (NADIC) brings over 20 years of proven dedicated and responsive services to the City of Ocoee. We have successfully completed several hundreds of projects for the different governmental entities. NADIC is currently maintaining seven (7) continuing services contracts for government agencies with scopes similar to those involved on this contract.

NADIC has assembled a team of professionals who will work as an extension of the City to fulfill its vision. Our Team stands ready to not only meet, but to exceed the expectations of the City. Given our long-term history working within Central Florida, we are fully cognizant of the local conditions, local construction materials and construction practices, building codes, and City regulations. Our Team would be honored to work with the City and continue to be a part of the history of the City of Ocoee represented by this contract. These individuals have local knowledge and are also complimented with the years of expertise.

We are proud to provide the City with knowledgeable staff, vast equipment resources, and proven experience on a local level. Every one of our staff takes this contract is personal, and 100% committed to this contract and available to the City of Ocoee 24/7/365.

All of the required services for this contract will be coordinated through our Orlando office and our single point of contact, Dr. Godwin Nnadi, PE.



State of Florida
Department of State

I certify from the records of this office that NADIC ENGINEERING SERVICES INCORPORATED is a corporation organized under the laws of the State of Florida, filed on August 28, 2001.

The document number of this corporation is P01000085332.

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 February 2, 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 Eighteenth day of March, 2021

Secretary of State

Tracking Number: 3580343891CU

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

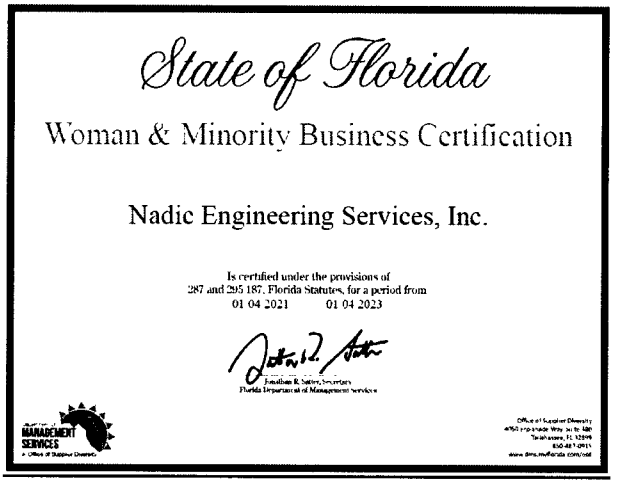
https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

TEAM QUALIFICATIONS

NADIC is a full-service, Florida-licensed professional consulting engineering firm offering a portfolio of services ranging from environmental and geotechnical engineering to construction materials testing and inspection. NADIC has been serving public and private sector in Central Florida for the past 20 years. Our public sector projects include Florida's signature transportation and Water/Sewer line projects in Central Florida. Our broad company experience, and specific relevant experience of our engineers and technicians, makes NADIC the premier firm for this contract.

We chose to remain as a boutique-DBE firm, so that our Principals can spend their time and energy helping our clients make their project successful. This is what we bring to the table for this contract – the commitment and experience of our Principals and staff. Our Team is fully-equipped and staffed to offer a comprehensive array of geotechnical, environmental engineering, and construction materials testing services to meet needs of the City. We will serve the City of Ocoee from our Orlando office located at **601 N Hart Blvd Orlando, FL 32818**. NADIC is ideally situated to offer fast response and laboratory turn-around times to the City's team including:

- ▶ Truly local expertise (over 20 years serving Central Florida), readily familiar with your area to meet your project's needs.
- ▶ Minimal travel time to project sites—we will respond quickly and perform services in a timely manner.
- ▶ Quick response to meet your deadlines in the event of any unforeseen engineering or inspection emergency.
- ▶ Our Principals are hands-on, meaning you have our full attention on each task order.



State of Florida

Woman & Minority Business Certification

Nadic Engineering Services, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from
01 04 2021 01 04 2023

Jonathan R. Satter, Secretary
Florida Department of Management Services

MANAGEMENT SERVICES

NADIC offers the project management skills, technical expertise, relevant project experience, registered and certified engineers and technicians, and in-house equipment resources to perform all the anticipate categories under this contract. NADIC offers a complete line of services in the following areas:

GEOTECHNICAL CONSULTING SERVICES

Preliminary/Pre-development
- ▶ Muck survey and delineation
- ▶ Site feasibility analysis
- ▶ Preliminary soil and foundation evaluation
- ▶ Sinkhole evaluation
- ▶ Landfill site selection
- ▶ Site preparation specifications
- ▶ Design of pond and pond liners
- ▶ Vibration studies
- ▶ Borrow/fill evaluations
- ▶ Geophysical testing including ground penetrating radar (GPR), electromagnetic surveys (EM), seismic refraction surveys

Foundation/Specialty Analysis
- ▶ Risk Assessment
- ▶ Foundation analyses and recommendations shallow and deep foundations
- ▶ Subsoil modification
- ▶ Pond recovery analysis
- ▶ Settlement analysis
- ▶ Retaining wall design
- ▶ Interpret cone penetration test data
- ▶ Earth dam analysis
- ▶ Pile driving analyzer (PDA)
- ▶ Sinkhole evaluation/remediation
- ▶ Permitting and landfill studies
- ▶ Dynamic analysis/evaluation
- ▶ Earth Instrumentation

Roadway/Transportation Studies
- ▶ Corridor study/roadway design
- ▶ Bridge foundations
- ▶ Pavement design
- ▶ Scour analyses
- ▶ Foundation studies
- ▶ Slope stability and design
- ▶ Site preparation specifications
- ▶ Design of pond and pond liners
- ▶ Embankment settlement
- ▶ Retaining wall design
- ▶ Pile load test
- ▶ Ground improvement
- ▶ Box culvert design
- ▶ Pavement design and subgrade evaluation
- ▶ Groundwater control

Groundwater/Effluent Disposal
- ▶ Groundwater & soil suitability studies
- ▶ Groundwater monitoring plans
- ▶ Installation of monitoring wells
- ▶ Flow modeling
- ▶ Septic tank design and permitting
- ▶ Drawdown effects on wetlands
- ▶ Exfiltration/Percolation pond design
- ▶ Rapid Infiltration Basins (RIBs)

Laboratory Services
- ▶ Soil classification
- ▶ Soil property index tests
- ▶ Consolidation test
- ▶ Proctor and Modified compaction tests
- ▶ Permeability
- ▶ Soil cement
- ▶ Triaxial shear test
- ▶ Relative density

Field and Drilling Services
- ▶ Standard Penetration Test borings
- ▶ Cone Penetration Test soundings
- ▶ Dilatometer soundings
- ▶ Auger borings and drilling
- ▶ Rock & pavement coring
- ▶ Vane testing
- ▶ Undisturbed thin-walled tubes/permeability
- ▶ GPS locating
- ▶ Double ring infiltration (DRI)

CONSTRUCTION MATERIALS SERVICES

Soils & Foundation
- On-site observation and monitoring
- In-place moisture and density test
- Field testing and laboratory bearing tests
- Grout stabilization inspection
- Deep foundations testing and inspection
- Reinforced earth construction

Concrete
- Cement physical and chemical testing
- Mix design
- Flexural testing of beams
- Concrete testing (slump, air content, temperature and compression)
- Concrete curing
- Pre-stressed/precast testing and inspection
- Concrete plant inspection and calibration
- Aggregate unit weight, etc.

Pavements
- Preconstruction services
- Soil density testing
- Soil stabilization testing
- Soil-cement base mix design
- Asphaltic concrete mix design
- Batch plant inspection
- Pavement distress evaluation
- Asphalt laboratory testing
- Field testing and inspection
- Subgrade testing and evaluation
- Pavement evaluation and failure investigation
- Underdrains

Masonry
- Concrete masonry unit testing
- Mortar/stucco mix design testing & inspection
- Brick testing
- Construction testing and inspection
- Failure investigation
- Prisms construction control
- Concrete masonry testing and certification

Structural
- Threshold inspections
- Post tensioning calibration and inspection
- Fireproofing thickness, weight, adhesion/cohesion
- Reinforcing steel
- Roofing

Specialty
- Structural steel fabrication inspection
- Structural steel field erection inspection
- Weld certification & procedure qualification
- Construction inspection & testing
- Nondestructive examination
- Vibration monitoring
- Load tests
- Curtainwall mock-up & fabrication inspection

ENVIRONMENTAL SERVICES

Due Diligence Services
- Natural resources management
- Phase I, II, and III ESAs
- Transaction screens
- UST/AST consulting
- Contamination assessments
- Petroleum, Arsenic, PCBs
- Pesticides, Solvents
- Soil and groundwater sampling
- Monitoring well installation

Storm-water/NPDES
- Storm-water and surface water sampling and analysis
- Drinking water sampling and analysis
- Wastewater sampling and analysis
- Biological testing
- Storm-water Pollution Prevention Plans (SWPPP)
- NPDES permitting and inspections

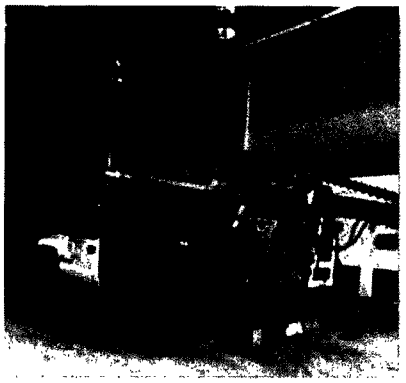
Industrial Hygiene
- Asbestos services
- Indoor air quality assessments
- Mold inspection and remediation
- Lead based paint
- Industrial hygiene
- Regulatory compliance assistance
- Lead-based paint and asbestos management services
- Hazardous material survey

Remediation Services
- Remediation feasibility studies
- Remediation system design and installation
- Remediation system operation
- Deed restriction preparation

Natural Resources
- Wetland assessment and impact mitigation
- Threatened/endangered species assessment
- Relocation and permit preparation

Accredited Laboratory: The NADIC has a Florida Department of Transportation (FDOT) and Concrete Materials Engineering Council (CMCE) certified laboratory. Our laboratory capabilities include triaxial shear, resilient modulus, consolidation, permeability, hydrometer, mechanical Limerock Bearing Ratio (LBR) presses with plotters and automatic compaction machines to reduce operator error during the LBR and Proctor tests. Our laboratory is staffed with full time laboratory technicians to respond to heavy workloads and the need for quick results. Each individual test is performed in strict accordance with our in-house Laboratory Quality Management System (QMS) Manual and the latest FDOT, AASHTO, and ASTM standards with careful consideration to any special provisions and specifications.

Our certified laboratory is strategically located for dropping off samples after hours, and in case of emergencies. We understand that the contractors work off-hours, weekends and holidays; therefore, our Laboratory staff are available after hours. The experience levels of our personnel make it possible for us to meet the City's needs. This assures that we will have the required personnel available to staff the assigned work orders. We calibrate our equipment continually and the laboratories are inspected annually by independent testing agencies such as CMEC and FDOT.



Team Equipment - Geotechnical Services: Depending on the project type, NADIC uses the appropriate cost-effective tool to evaluate the site. These tools include in-house geophysical survey equipment such as Ground Penetration Radar GPR, drilling equipment, pavement coring equipment, cone penetrometer, etc. By having the equipment in-house, we can ensure quality control and quick turnaround in collection site and subsurface samples on projects. We continually study and evaluate the latest in geotechnical technology and adopt methods and procedures that provide clear benefits to our clients.

NADIC has a fleet of three (3) drill rigs that can be mobilized for the City project at a moment's notice. Our drilling supervisor and drill crew members are trained in drill rig operating procedures and OSHA 29 CFR 1910.120 40-hour safety training course and annual refresher course. Drill rigs mounted on trucks and all-terrain vehicles are available to perform subsurface exploration borings and sampling. In addition, our drilling service has the capacity of many methods of subsurface sampling and data acquisition to meet client needs. We also provide a full range of environmental drilling, such as sampling of contaminated soils and installation of monitoring wells. Our drilling team will drill for the City on as needed basis, even with short notice

PROJECT MANAGER

We are proud of our skilled professionals for this contract, we possess capabilities and expertise in the fields of Environmental, Geotechnical engineering, and Materials Engineering. We have been providing geotechnical, and environmental and construction material testing services to similar municipal since our inception in 2001. We are familiar with continuing contracts and are available for planned projects and unplanned emergences. The benefit to the City is that NADIC is ready on day one to utilize our knowledge, experience, and expertise to assist the City during the implementation of the capital and maintenance projects. **Dr. Godwin Nnadi P.E.**, (Cell: 407.702.4603 | email: gnnadi@nadicinc.com) will serve as the Contract/Project Manager for this Contract.

TEAM KEY PERSONNEL RESUME SUMMARIES

Dr. Nnadi has over 41 years of experience and is highly knowledgeable in the field of geotechnical and environmental disciplines. Dr. Nnadi will serve as the primary point of contact for this project and will review the work of the project team. He will be responsible for interacting with the City's project manager(s), staff, consultants, designers and construction teams for the different projects under this contract. As a Contract Manager, Dr. Nnadi has directed thousands of projects. He personally supervises a team of individuals who provide geotechnical and environmental services throughout Central Florida, and he is ultimately responsible for technicians and drilling personnel, for projects related to foundations, land development, transportation, stormwater ponds, landfills, sinkholes, pipelines, dams, environmental assessments and remediation of contaminated sites, As the Contract Manager, he will ensure the necessary resources needed for successful execution of this contract are provided to the City.

He is very familiar with the local regulations based on his extensive experience working for several years with the different agencies within the Central Florida. Dr. Nnadi will be supported by an extraordinary.

Mr. Richard Haffner, PE will be the Quality Control Testing, Construction Materials Testing and Inspections (CMT) Task Manager. Mr. Haffner has 28 years of experience in Quality Control and construction materials testing and inspection. He is a Florida Licensed Professional Engineer, Certified Welding Inspector and holds a Master's in quality management. Mr. Haffner CMT experience includes post tension inspections, vibration monitoring, and pile load testing and analysis. His CMT and geotechnical projects have included, public and private infrastructure projects such as commercial, institutional, industrial and manufacturing facilities, universities, bridges, roadways, and airports. Mr. Haffner is also proficient in field project management and report preparation. He is currently responsible for overseeing budgeting, field coordination, technical reporting, reviews, invoicing, and coordination of inspectors and laboratory technicians.

Geotechnical issues will be directed by **Mr. Vijay Boodhoo, PE** the Geotechnical Task Manager. Mr. Boodhoo has over 39 years of experience in geotechnical engineering. His geotechnical engineering includes field exploration and recommendations for foundations, pavements, subgrade treatments and earth-work recommendations for private and public sector roadways, bridges, pipelines and buildings. Mr. Boodhoo will be assisted by team of engineers all of whom are familiar with soils and materials testing services in general, and local municipal.

Dr. Ola Nnadi, PE, F. ASCE will be the Environmental Task Manager. Dr. Ola Nnadi is an International recognized leader in Environmental and Water Resources Engineering. Dr. Ola Nnadi is a special consultant to the Kingdom of Jordan and University De Zulia, Zulia, Venezuela. Dr. Ola is a Peer Reviewer for SWFWMD and SFWMD. She has worked on numerous stormwaters, groundwater water supply and environmental projects in Florida. She is familiar with regulations and policies of Toho, SWFWMD, SFWMD, St. Johns River Water Management District and the Florida Department of Environmental Protection.

In addition to the key personnel presented in our organizational chart, our Team will be supported by dedicated engineers and dependable technicians with various Florida Department of Transportation, CTQP field and laboratory certifications, as well as certifications from other agencies such as the American Concrete Institute (ACI) and the Construction Materials Engineering Council (CMEC) ready to serve the City.

AVAILABILTY OF STAFF

NADIC has developed a reputation of excellence both technically and with regards to client service. We maintain the capacity and flexibility to not only meet, but exceed all the City's scheduled requirements for this project. We are fully committed to performing all assignments in a timely manner and within the anticipated budget. We distribute task accordingly to meet the project's needs without affecting the Departments or the Contractor's schedule.

AVAILABILITY OF KEY PERSONNEL

Name	Role	Availability
Godwin Nnadi, Ph.D, PE	Contract Manager	24 / 7 / 365
Ola Nnadi, Ph.D, PE, F.ASCE, F.WRE	Environmental Task Manager	50%
Richard Haffner, MS, PE	Materials Testing & Inspection Task Manager	65%
Vijay Boodhoo, MS, PE	Geotechnical Task Manager	70%
Shana Ward	Contract Coordinator	85%

FIELD STAFF FDOT CTQP CERTIFICATIONS / QUALIFICATIONS

Inspector	Inspector TIN	ACI Concrete Field Level I	CTQP Earthwork Level I	CTQP Earthwork Level II	CTQP Asphalt Paving Level I	CTQP Asphalt Paving Level II	CTQP Asphalt Plant Level I	CTQP Asphalt Plant Level II	CTQP Pile Driving	CTQP Drilled Shaft	FDOT MOT	CTQP Concrete Level I	CTQP (CTC) Concrete Level II	DEP Stormwater / Erosion Control	CTQP Final Estimates Level I	CTQP Final Estimates Level II	Nuclear Density Gauge Safety / Hazmat	FDOT Practices	CTQP QC Manager
Richard Haffner	H1567596600		x														x		x
Godwin Nnadi	N30029453140																x		
Mustafa Syed	S300540823270	x			x	x	x	x		x	X	x	x		x		x		x
Lajuan Medas	M6803951801	x	x	x								x					x		
Gonzalo Cordona	C635280802030	(pending)	x														x		
Calvin Tillman	T455104904710	x	x								x						x		
Christian Morales	M642110892200	(pending)	x														x		
Brandon Johnson	J525073904260	x	x	x							x	x	x				x		
Carlos Reyes	R200113894640	x	x	x							x	x					x		
Robert Thomas	T520772734140	x	x	x	x							x					x		

LABORATORY STAFF QUALIFICATIONS

Inspector	Inspector TIN	Aggregate Base Testing Technician	Aggregate Testing Technician	LBR Technician	Qualified Sampler	Concrete Lab Technician Level I	Asphalt Plant Technician Level I	Asphalt Plant Technician Level II	Nuclear Density
Eze Nnadi	N3002141000	x	x	x	x	x			x
Rick Cothran	C160783753630	x	x		x	x	x		x

We have not had the opportunity to work for the City of Ocoee. We are excited about the chance to begin and build a strong relationship with the city.

ORGANIZATIONAL CHART

ocoee
florida

CONTRACT MANAGER
Point-of-Contact
DR. GODWIN NNADI, PE

GEOTECHNICAL
Task Manager
VIJAY BOODHOO, MS, PE,

DR. DEWAN HOSSAIN, EI
MARIA BRIDGES, MS, EI

ENVIRONMENTAL
Task Manager
DR. OLA NNADI, PE, F.ASCE

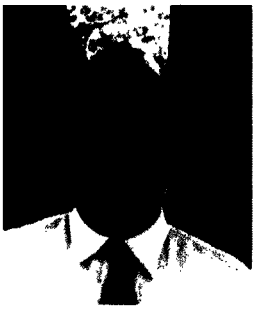
RICARDINA DIAZ, MS

MATERIALS TESTING &INSPECTION
Task Manager
RICHARD HAFFNER, MS, PE, CWI

MUSTAFA SYED, BS
JAMES COTHRAN
9 CTQP TECHNICIANS

RFQ #21005 CONTINUING CONTRACTS FOR GEOTECHNICAL TESTING SERVICES

GODWIN NNADI, Ph.D., PE



REGISTRATIONS/ AFFILIATIONS
Professional Engineer

LICENSES/CERTIFICATON
PE #50637, Florida 1996;
#90355751, Canada, 1993
Nigeria, 1985

EDUCATION
Ph.D. Civil Engineering (1990)
Queens University, Kingston, Canada

M.S. Civil Engineering (1980);
Purdue University, Lafayette, Indiana

B.S Mining/Geological Eng., (1979);
University of Nevada, Reno

EXPERIENCE
40 years

PUBLICATIONS
Nnadi, G.N., I. Kinnear, J.D. Hussin & S. Flood, 2001. ***A Case Study of Ground Improvement for a Major Power Plant*** in Jacksonville,

PROFESSIONAL PROFILE

Dr. Nnadi directs and manages NADIC's operations throughout Florida. He has more than 41 years of experience from geotechnical and geo-environmental engineering applications to various areas such as civil, transportation, industrial and environmental systems. He has authored and co-authored over 14 publications and was an adjunct professor at University of Central Florida, Civil & Environmental Department.

PROJECT EXPERIENCE

Northwest Water Reclamation Facility Rapid Infiltration Basin, Orange County, FL

Project Manager responsible for geotechnical evaluation for project involving investigation and evaluated the soil and groundwater conditions as well as stability of the existing berms.

Lake Davis to Lake Greenwood Drainage Improvements, Orlando, FL

Miami-Dade Water and Sewer Department identified plans to rehabilitate the existing 54-inch diameter South District Force Main from southern Miami-Dade County, City of Homestead, and Florida City to SDWWTP, and install a redundant 54-inch bypass FM to allow for the sustainable conveyance of wastewater flows from the South District service areas to SDWWTP.

West Central Boulevard Streetscape and Utility Upgrade, Orlando, FL

Geotechnical Project Manager responsible for recom-mendations for site preparation, mast arm signal structures, and roadway soil survey. NADIC explored soil and groundwater conditions along sections of Central Boulevard and side streets associated with this project. Soil survey along Terry Avenue from CR 526 to West Jackson Street, and along West Pine Street from Terry Avenue to South Division Avenue

ADDITIONAL EXPERIENCE

- Church Street Streetscape, Orlando, FL
- I-Drive Congestion Management, Orlando, FL
- Lift Station 45 Replacement, Orlando, FL

GODWIN NNADI, Ph.D., PE

PUBLICATIONS

G.N. Nnadi & Nnadi, F.N., 1996. ***Pipe Rehabilitation Technology without Excavation,*** 3rd African-USA Conference on manufacturing technology, August 12-15, Accra, Ghana.

Nnadi, G.N., 1995. ***Microstructure investigation of Tropical Residual Soils,*** Proceedings of the 11th African Regional conference on Soil Mechanics and Foundation Engineering, Cairo, Egypt, December 11-15.

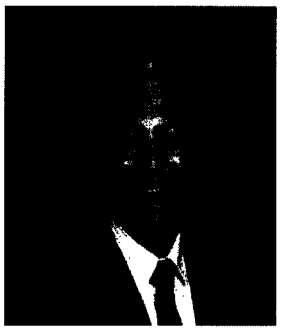
Nnadi, G.N., W.A. Ericson & C.E. Fielland, 1995. ***Utilization of Dredged Spoils for Dike Rehabilitation***, ASCE Proceedings of the Conference on Ports and Harbors of the Waterways, Tampa, Florida. 1, pp. 585-596.

Mitchell, R.J. & G.N. Nnadi, 1994. ***Simulated backfill blast damage in centrifuge models,*** ASTM Specialty Symposium on Dynamic Geotechnical Testing II.

Nnadi, G.N. & R.J. Mitchell, 1991. ***Behavior of cemented sandfills under repeated loadings,*** Canadian Geotech. Journal, Vol. 28,

- Orlando Police Department Fueling Station, Gore Street, Orlando , FL
- Pineapple Avenue, FDOT LAP Project, Melbourne, Brevard County
- SR 417 and Boggy Creek Road Interchange Modification (CFX 417-301)
- SR 417 Milling and Resurfacing (International Drive to Moss Park Road, Orange County)
- SR 417 and Turnpike (SR 91) Interchange, Orange County (CFX 417-304)
- Florida's Turnpike (SR 91) MP 216 Heavy Truck Turnaround, Osceola County
- SR 417 Milling and Resurfacing (SR 50 to Seminole County Line)
- SR 528/SR 436 Bridge Deck Replacements, Orange County
- SR 408 Milling and Resurfacing (SR 417 to Rouse Road)
- Wekiva Parkway Section 1A, Orange County
- Wekiva Parkway Line and Grade (FDOT), Orange and Lake Counties
- SR 408 and SR 417 Interchange System Modification (CFX 253E), Orange County
- I- Drive Pedestrian Bridge, Orlando
- I-Drive Congestion Management, Orlando
- Osceola County Phase III DMS and Hub Structures
- I-95 Widening from SR 40 to I-4, Volusia County
- I-Drive (South Westwood Blvd. to North Westwood Blvd., Orange County
- SR 417/Dallas Blvd. Mainline Toll Plaza, Orange County
- SR 429/SR 414 Interchange Improvement, Orange County
- SR 530/US192 at Hoagland Blvd. Kissimmee, Osceola County

RICHARD HAFFNER, PE, CWI



REGISTRATIONS/ AFFILIATIONS

Professional Engineer

CERTIFICATONS

American Welding Society Certified Welding Inspector
Masonry Association of Florida Structural Masonry Inspector
Radiation Safety Officer
FDOT Earthworks Technical Level 1
Post-Tensioning Institute Unbonded Tendon Inspector Level 1
Earthworks 2
Quality Control Manager

EDUCATION

Master of Science, 2011 Quality Management, Eastern Michigan University, Ypsilanti, MI

Bachelor of Science, 2000, Aerospace Engineering, University of Michigan, Ann Arbor, MI

EXPERIENCE

27 years

PROFESSIONAL PROFILE

Rich Haffner is the principal engineer for construction materials testing and inspections. Mr. Haffner has 13 years of experience in construction materials testing and inspection. In addition, he has 14 years of experience in quality control testing and inspection of industrial equipment and consumer products. He has managed many threshold inspection projects, as well as served as an on-site authorized representative of the threshold inspector.

PROJECT EXPERIENCE

Shingle Creek Regional Trail, Orange County, FL

Project Manager and Principal Engineer for construction materials testing the multi-use trail from Sand Lake Road going south for approximately 10-miles until it reaches the Orange– Osceola county line. It included a boardwalk over the wetlands south of SR 528, a boardwalk north of the intersection of Taft-Vineland Road and Central Florida Parkway and a bridge over Shingle Creek at John Young Parkway.

Rosemont Gymnasium, Orlando, FL

Project Manager and Principal Engineer for construction materials testing of the addition of a 15,840 SF gymnasium building west of the existing community building, a new parking lot north and west of the addition, and the relocation of an outdoor basketball court from west of the existing community building to south of the addition.

ADDITIONAL EXPERIENCE

- Kissimmee Police Training Facility, Kissimmee, FL
- Fire Station #87, Orange County, FL
- L. Claudia Allen Senior Center Parking lot Expansion, Orlando, FL
- Rockledge High School Science Building, Rockledge, FL
- LB McLeod Transfer Station, Orlando, FL
- Lake Lorna Doones Park, Orlando, FL
- Lockwood Blvd Turn Lane, Oviedo, FL
- Ability Housing Mercy Drive, Orlando, FL
- Spring Hill Phase 3 Gravity Sewer Retrofit, Deland, FL
- East Longwood Phase 1 Septic Tank Abatement, Longwood, FL

VIJAY BOODHOO, P.E., MSCE

REGISTRATIONS/ AFFILIATIONS
Professional Engineer

LICENSES/CERTIFICATON
PE# 87462, Florida
PE# 04-007, Trinidad & Tobago, 1984

Radiation Safety Officer, OSHA 510

EDUCATION
MSCE, 2017
University of Central Florida

B.S Civil Engineering, 1981
University of the West Indies

EXPERIENCE
39 Years

PROFESSIONAL PROFILE

Mr. Vijay Boodhoo the Geotechnical Task Manager. Mr. Montgomery has over 39 years of experience in geotechnical engineering. His geotechnical engineering includes field exploration and recommendations for foundations, pavements, subgrade treatments and earthwork recommendations for private and public sector roadways, bridges, pipelines and buildings. Mr. Boodhoo coaches junior engineers in field investigations, engineering analysis and recommendations, design and development of plans and specifications.

PROJECT EXPERIENCE

Wayne Densch Center Connections Headquarters Building, Foundation Report, Orange County, FL
Project consist of the foundation investigation, assessment and reporting, including backfilling, settlement analyses, development of surcharge program, and monitoring of settlement.

Emory Court East Branch Drainage Ditch (EBDD), Tallahassee, FL
Project involved geotechnical investigation and assessment, development of soil strength parameters and sheet pile wall designs at several locations with different wall heights and different soil parameters.

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ADDITIONAL EXPERIENCE

- Lake County Pavement Maintenance & Repair Plan for Lake County Primary and Secondary Roads with Emphasis on Overlays to Address Reflective Cracking, Lake County, FL
- Hiawassee Road Pavement Investigation and Rehabilitation,
- Central Florida Parkway Pavement Investigation and Rehabilitation, Orange County, FL
- Crown Point Airport Development, Crown Point Tobago, WI
- Scarborough Harbour Development, Scarborough, Tobago, WI
- Essequibo Coast Road Rehabilitation Project – Georgetown, Guyana,
- Dredging of Sea Lots Channel and Basis, Trinidad
- Churchill Roosevelt Highway, Trinidad

FIDELIA NNADI, Ph.D., PE, F.WRE, F.ASCE

REGISTRATIONS/ AFFILIATIONS
Professional Engineer

LICENSES/CERTIFICATON
PE #52045, Florida, 1996;
PE #9038744, Canada, 1993

EDUCATION
Ph.D. Civil/Environmental Engineering (1992) Queen's University

B.Eng. Civil/Environmental Engineering, (1981), University of Nigeria

EXPERIENCE
37 Years

PUBLICATIONS
Rizou, M. and **Nnadi, F. N.** "A Land use Adapted Model for ET Estimation." Inter. J. of Climatology. Vol. 27, No. 2. Feb. 2007

Al-Hamdan and **F.N. Nnadi**: "Performance Reconnaissance of Stormwater Proprietary Best Management Practices" J. of Env. Management, Env. Sc. and Health,

PROFESSIONAL PROFILE

Dr. Ola Nnadi directs all Environmental scope of services and manpower requirements for Florida projects. She has more than 37 years of experience in environmental engineering applications to various areas such as civil, transportation, industrial and environmental systems. She is a special consultant to the Kingdom of Jordan and University De Zulia, Zulia, Venezuela. She has authored and co-authored over 30 publications and is now retired professor at UCF.

PROJECT EXPERIENCE

Phase I ESA, International Drive (from South Westwood Blvd to North Westwood Blvd), Orange County, FL
The project is a design-built consisting of 10 bridges, sev-eral sign and signal structures and roadway construction. Project involved analyzing and interpreting drilled shaft inspection device results, nondestructive tests and load tests; pile inspection results, pile driving analyses, pile integrity test result.

Phase 1 Environmental Site Assessment for Grand National Drive I-4 Overpass, Orlando, FL
Grand National Drive widening to four-lane divided road-way and extend it from 1000 feet, over Interstate 4 (I-4) along Caravan Court to its intersection with Major Boulevard. The improvements include bridge over I-4, roadway extension, stormwater management ponds and swales, mast-arm signalization and pavement condition evaluation and survey. Fidelia pre-pared the Contamination Screening Evaluation Report (CSER).

ADDITIONAL EXPERIENCE

- South Water Treatment Plant Improvement, Casselberry, FL
- I-95 and Ellis Road Interchange PD&E Study, Brevard County, FL
- Sunrise Food Mart #43 Ellis Road Widening & Reconstruction from S. Wick-ham Rd. to N. John Rhodes Blvd. Melbourne, Brevard County, FL
- Contamination Screening Evaluation Report, I-95 and Ellis Road Interchange PD&E Study, Brevard County
- Level II Preliminary Contamination Assessment, SR 45 (US 41 from SW 111th Place Ln to SR 40) Marion County

JAMES COTHRAN

CERTIFICATON
Soils-Radiation Safety and use of Nuclear Gauges
CTQP – Earthwork Construction Inspection –Level I & II
CTQP – LBR Technician
ACI – Aggregate Base Testing Technician
CTQP – Qualified Sampler
CTQP – Aggregated Filed Testing Technician
ACI – Field Technician Level I
Concrete – ACI Certified
CTQP – Concrete Lab Technician-Level I
CTQP – Concrete Field Technician-Level I Asphalt
CTQP – Asphalt Plant Level I & II
CTQP – Asphalt Paving Level I & II

EXPERIENCE
18 Years

PROFESSIONAL PROFILE

Mr. James Cothran is the Lab Supervisor, and has over 18 years of experience geotechnical and construction materials testing. He is experienced in field testing and inspection of both private and public projects. He has extensive experience in soil compaction and density testing, observation and testing of utility lines and pavement subgrades/base materials, observation and testing of foundation systems including auger cast piles, concrete sampling and strength testing, non-destructive, visual welding inspection, slurry wall monitoring, asphalt sampling and testing.

PROJECT EXPERIENCE

Narcoossee Road Widening and Improvments, Orlando, FL
Four lane to six lane widening of Narcoossee Road from SR 417 to SR 528, including asphalt paving, asphalt and concrete trail, curb and gutter, concrete sidewalks and driveways; installation of 14,500 linear feet of 30-inch diameter reclaimed water main; relocation wastewater forcemain; installation of 4,500 linear feet of 36 -inch diameter potable water main and 4,500 linear feet of 24-inch diameter reclaimed water main.

Helena Road, Polk County, Florida
0.8-mile roadway expansion project consisted of addition of a new traveling lane for both east and west bound roadway. Mr. Cothran supervised construction material testing of both laboratory and field on soils and concrete for the overall subgrade, concrete and asphalt sampling and testing.

ADDITIONAL EXPERIENCE

- SR-60/US17, Bartow Florida (FDOT)
- SR-60 Widening, Bartow, Florida (FDOT)
- US 98 SR35/700, Bartow, Florida (FDOT)
- SR25/US27, Lake Wales, Florida (FDOT)
- US 17 Railroad Crossing, Sebring, Florida (FDOT)
- US 17 Babson Park, Florida (FDOT)
- The Lakeland Ledger Administration Building, Polk County, Florida
- Geico Building, Lakeland, Florida
- SunTrust Bank, Lakeland, Florida
- I-4 Turbidity Monitoring (FDOT)

MUSTAFA SYED, BS

CERTIFICATONS

ACI Concrete Field Testing-Grade 1

FDOT Concrete Field Technician Level 1

FDOT Earthwork Construction Inspector–Level 1

FDOT Asphalt Paving Level 1 & 2

FDOT Asphalt Plant Level 1

Drilled Shaft Inspector

Nuclear Gauge Safety & U.S.D.O.T Hazmat

Intermediate MOT

EDUCATION

B.S Civil Engineering, 2006
Osmania University, India

EXPERIENCE

14 years

PROFESSIONAL PROFILE

Mr. Mustafa Syed is a Project Manager with more than 14 years of experience. He is responsible for supervision of the project testing and inspection. Mr. Syed oversees and coordinates field exploration, development of data, recommendations, and criteria to guide the design and construction of foundations for structures, earthworks, and excavations. He provides support to clients and acts as the point of contact for the projects field work. Mr. Mustafa also assists in field obligations to meet client's needs when necessary.

PROJECT EXPERIENCE

West Central Blvd Sanitary/Streetscape Design/Build Phase I, II, & III, Orlando, FL

The project consists of the installation of a sanitary sewer line, roadway resurfacing and streetscape along West Central Blvd between Glenn Lane and Garland Avenue. Pavement coring was performed to determine the extent of buried brick pavers within the project limits. Quality control of fill/backfill. Project also included installation of mast arm structures, repaving, and other streetscape improvements.

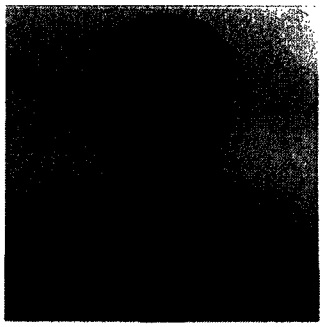
SR 408 Widening from Goldenrod Road to Chickasaw Trail, Orlando, FL

The project consisted of quality control testing and inspection of SR 408 widening from Goldenrod Road to Chickasaw Trail. Supervised in-place density tests and asphalt and concrete sampling and testing.

ADDITIONAL EXPERIENCE

- Amazing Explorers Academy, Orlando, FL
- Dowden Road Phase II Drainage & Roadway Improvements, Orlando, FL
- I-4 High Mast Lighting Structures at CR 535, Osceola County, FL
- Econlockhatchee Trail Widening, Orlando, FL
- South Triplet Lake Drive Improvements , Orlando, FL
- BP-451 Hanger Boulevard Sanitary Sewer and Lift Stations, Orlando, FL

DEWAN HOSSAIN, PH.D., EI



LICENSES/CERTIFICATONS

EI # 31781, Louisiana
EI # 65040, Texas

EDUCATION

Ph. D. , Civil & Environmental Engineering, (2019)
FIU, Miami, Florida

M.S. Civil Engineering, (2016)
University of Delaware
Newark, Delaware

B.S Civil Engineering, (2009)
Bangladesh University of Engineering and Technology,
Dhaka, Bangladesh,

EXPERIENCE

5 years

PUBLICATIONS

Approach to Determine Time -dependent Prestress Losses from Corrosion in Post Tensioned Tendons with Deficient Grout, DZ Hossain, K. Lau, D. Garber, ASCE, SEI 2019.

PROFESSIONAL PROFILE

Mr. Dewan Hossain is a project engineer more than five (5) years of experience. He has experience in geotechnical engineering applications including civil, industrial, structural and transportation projects. Mr. Hossain performs geotechnical laboratory analysis, slope stability analysis and repair, and retaining wall design. He is also involved in investigation of sinkholes, seepage analysis, soil testing and classification for the public roadway projects.

PROJECT EXPERIENCE

East Central Regional Rail Trail Phase 4A, Osteen Volusia County

This project consists of the construction of a 12-foot Multi-Use Trail as part of the East Central Regional Rail Trail running just south of Maytown Road, and the construction of two (2) pedestrian bridges at Deep Creek Diversion Canal and at Lake Ashby Canal. The started at the terminus of the existing trail at Guise Road eastward to Gobblers Lodge Road.

SR 417 John Young Parkway to Landstar Blvd, Orange County FL

The project consists of bridge widening, pavement coring, truss and cantilever sign structures, ITS poles, permanent retaining walls, temporary critical walls and sound walls, box culvert extensions, roadway and ramp widening, Stormwater management pond modifications, milling and resurfacing .

ADDITIONAL EXPERIENCE

- SR429 Widening, from West Road to SR 414, Orange County, FL
- SR 414 (Maitland Blvd.) from I-4 to CR 427, Orange County, FL
- Bridge replacement @ SR 528 and SR 436 Interchange, Orlando, FL
- Mast Arm Traffic Signal @ CR 535 and Bluebird Pond Road, Orange County, FL
- Mast Arm Signal @ Pine Hills Road and Indialantic Drive, Orlando, FL
- Exhibit Drive Entrance Improvements, Orange County

RICARDINA DIAZ, MSCE

EDUCATION

M.S. Hydrology, 2009
Universidad de la Republica
Montevideo, Uruguay

B.S Geology, 2006
University of the Andes
Merida, Venezuela

EXPERIENCE

8 Years

PUBLICATIONS

Hydrogeological model of saline intrusion of the aquifer located in the sector Pedro González - El Salado, Municipality Gómez, Isla de Margarita, Venezuela ". GEOMINAS Magazine edition Vol. 37, No. 48 (pages 61-66) April 2009

Hydrogeomorphological and Geotechnical analysis for the site of the alternative ponteadero of El Vígia, Alberto Adriani Municipality, Mérida state. Proposal for environmental impact. March 2014

PROFESSIONAL PROFILE

Mrs Ricardina Diaz is a project Hydrologist/geologist involved in the technical oversight and management of wide range of geological and environmental projects. Mrs. Diaz has a significant amount of field-related experience including soil, groundwater and sediment sampling, and gas monitoring. Mrs. Diaz has completed several Phase I and Phase II Environmental Site Assessments (ESAs), building condition surveys, natural resource evaluations, and asbestos/lead based paint/mold surveys and utility evaluations. In addition, he has performed demographic information evaluation.

PROJECT EXPERIENCE

Avalon Road Roadway Conceptual Analysis (RCA) Orange County, FL

Mr. Diaz was the project geologist for Avalon Road RCA Contamination Screening Evaluation (CSE). NADIC Engineering Services Inc. completed CSE of facilities along Avalon Road from Florida's Turnpike to West Colonial Drive (SR 50) in Orlando, Florida. The CSE was conducted in conformance with ASTM. The purpose of this study is to evaluate the presence/absence of Recognized Environmental Conditions (RECs) as part of the Orange County Study for proposed Avalon Road Roadway Conceptual Analysis (RCA) from Florida's Turnpike to State Road (SR) 50.

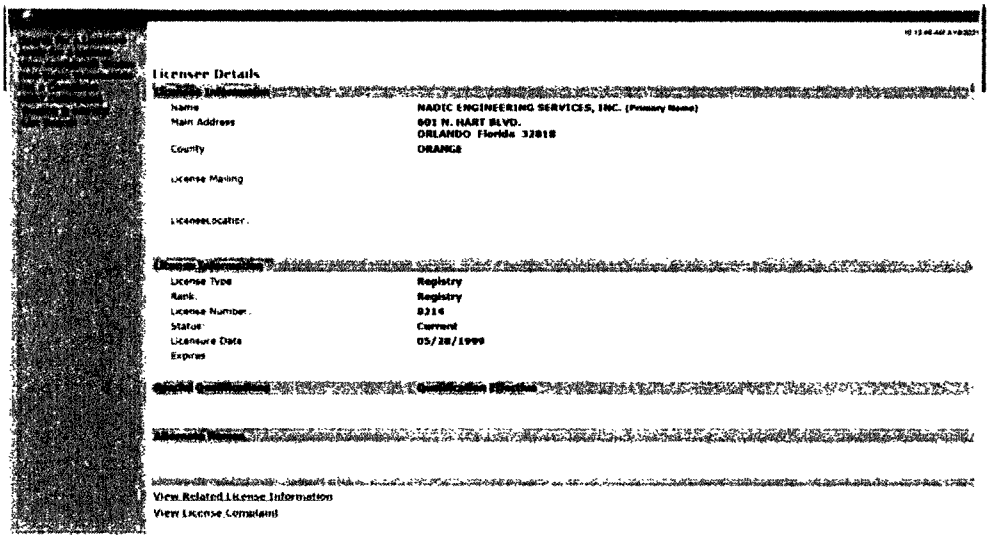
Ellis Road Widening from John Rodes Blvd. to West of Wickham Road, Melbourne, FL

Mr. Diaz was the project geologist and performed a Contamination Screening Evaluation. The CSE was conducted for the proposed I-95 Interchange at Ellis Road and roadway improvements along Ellis Road from South John Rodes Boulevard to South Wickham Road in Melbourne and West Melbourne, Brevard County.

ADDITIONAL EXPERIENCE

- Grand National Drive I-4 overpass Contamination Screening Evaluation
- West Living ton Street extension, Phase I Environmental Assessment
- East Palm Drive Canal Culverting and Roadway Widening Contamination Screening Evaluation

LICENSES

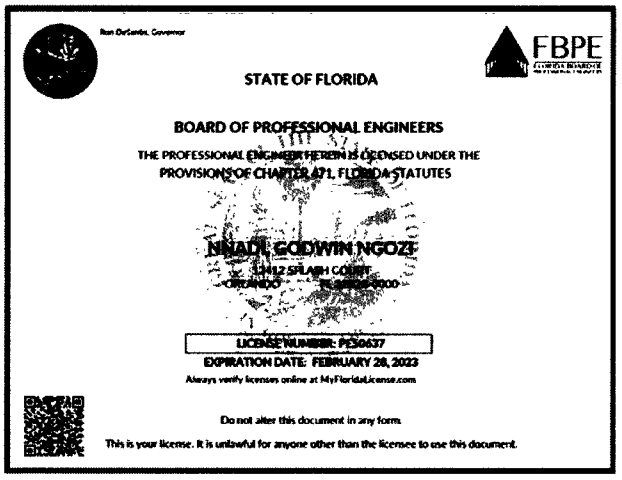


Licensee Details

Name	NADIC ENGINEERING SERVICES, INC. (Primary Name)
Main Address	601 N. HART BLVD. ORLANDO Florida 32818
County	ORANGE
License Mailing	
License Location	
License Type	Registry
Rank	Registry
License Number	8214
Status	Current
Licensure Date	05/28/1999
Expires	

View Related License Information

View License Complaint



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

NNADI, GODWIN NGOZI

LICENSE NUMBER: PE36637

EXPIRATION DATE: FEBRUARY 28, 2023

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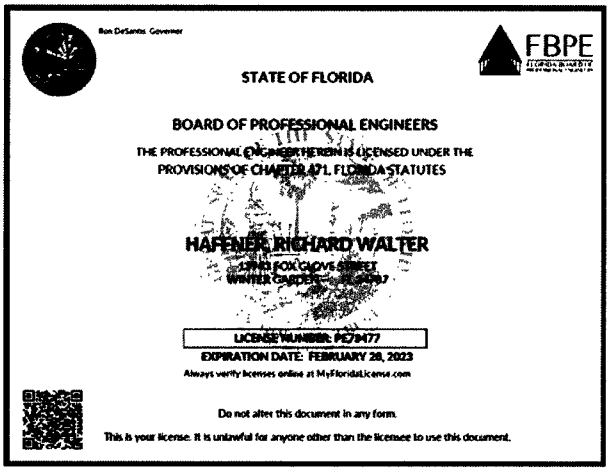

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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HAFFNER, RICHARD WALTER

LICENSE NUMBER: PE79477

EXPIRATION DATE: FEBRUARY 28, 2023

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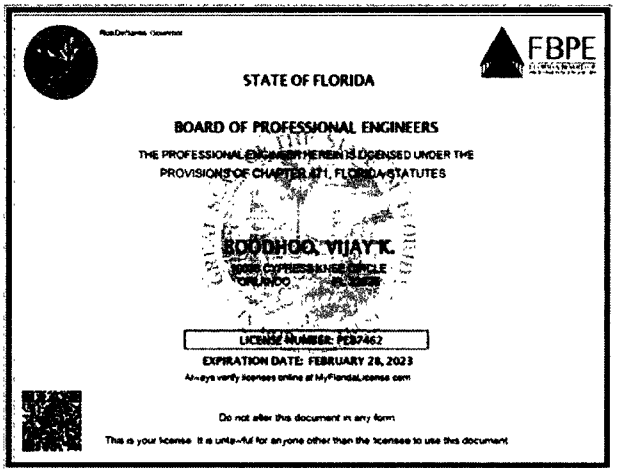

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BODDHOO, VIJAY K.

LICENSE NUMBER: PE87462

EXPIRATION DATE: FEBRUARY 28, 2023

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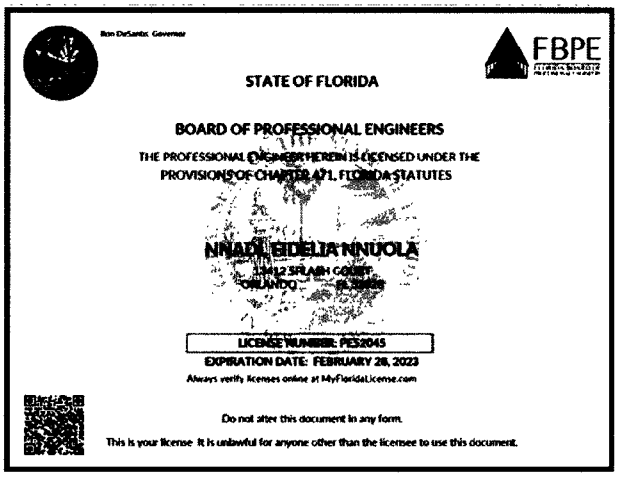

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

NNADI, GIDELIA NNUOLA

LICENSE NUMBER: PE52045

EXPIRATION DATE: FEBRUARY 28, 2023

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SIMILAR SERVICES

Continuing Geotechnical Engineering, Environmental, Material Consulting Services
City of Kississmee: Robert Masiku; 407.518.2177

Professional Consulting Service (Geotechnical)
City of Winter Haven: M.J. Carnevale; 863.291.5600

Professional Consulting Service: Geotechnical and Environmental Consulting Services
City of Sanford: Bilal Iftikhar; 407.688.5080

Continuing Professional Services for Geotechnical and Construction Material Testing
Osceola County Public Works Department: Curt Diehl; 407.423.0504

Professional Engineering Service (Geotechnical)
City of Tavares: James Dillon; 352.742.6221

Miscellaneous Professional Services for Soils, Foundations and Geotechnical Testing Services
Miami-Dade County: Luis Lacau; 305-375-5774

Professional Engineering for Geotechnical Site Investigations, Design and Testing Services
City of Debary: Alan Williamson; 386-601-0208

Continuing Professional Engineering Design Services
Orange County Public Works /Pegasus Engineering LLC: Fursan Munjed; 407.992.9160

Continuing Professional Engineering Design Services
Orange County Public Works /Baxter Woodman: Claude Cassagnol; 407.380.0402

Continuing Professional Engineering Design Services
Orange County Public Works/Avcon: Rick V. Baldocchi; 407.599.1122

Continuing Professional Stormwater Services
City of Orlando/RS&H: Jeff Glenn; 407.893.5820

Environmental Consulting Services
FDOT District Five/ E Sciences: Peter K. Partlow; 407.481.9006

Environmental Permit Compliance Services
FDOT District Five/ E Sciences: Peter K. Partlow; 407.481.9006

Continuing Structural Engineering Services
Seminole County School Board / Neel Schaffer: Steve Cockerham: 407.6476623

Continuing Professional Structural Engineering Services
City of Orlando/ McClaren: Andrew Habel: Phone: 407.354.5411

Continuing Engineering Services
City of Davenport/ CPH: Nik Jindal; 407.322.6841

Architectural Continuing Professional Services
City of Wildwood/ CPH: Nik Jindal; 407.322.6841

Professional Engineering Services
City of Lake Mary/ Reiss Engineering: Mark A. Burgess; 407.679.5358

Continuing Hydrogeological Engineering Services
City of Oviedo/ Esciences: David Mahnken; 407.481.9006

Continuing Professional Civil Engineering Services
City of Orlando/ CDM Smith: Eric Grotke; 407.660.2552

Continuing Professional Civil Engineering Services
City of Orlando/ RS&H: Rento Gonzalez; 407.893.5800

Transportation Planning & Traffic Engineering Continuing Services
City of Apopka/ RS&H: Rento Gonzalez; 407.893.5800

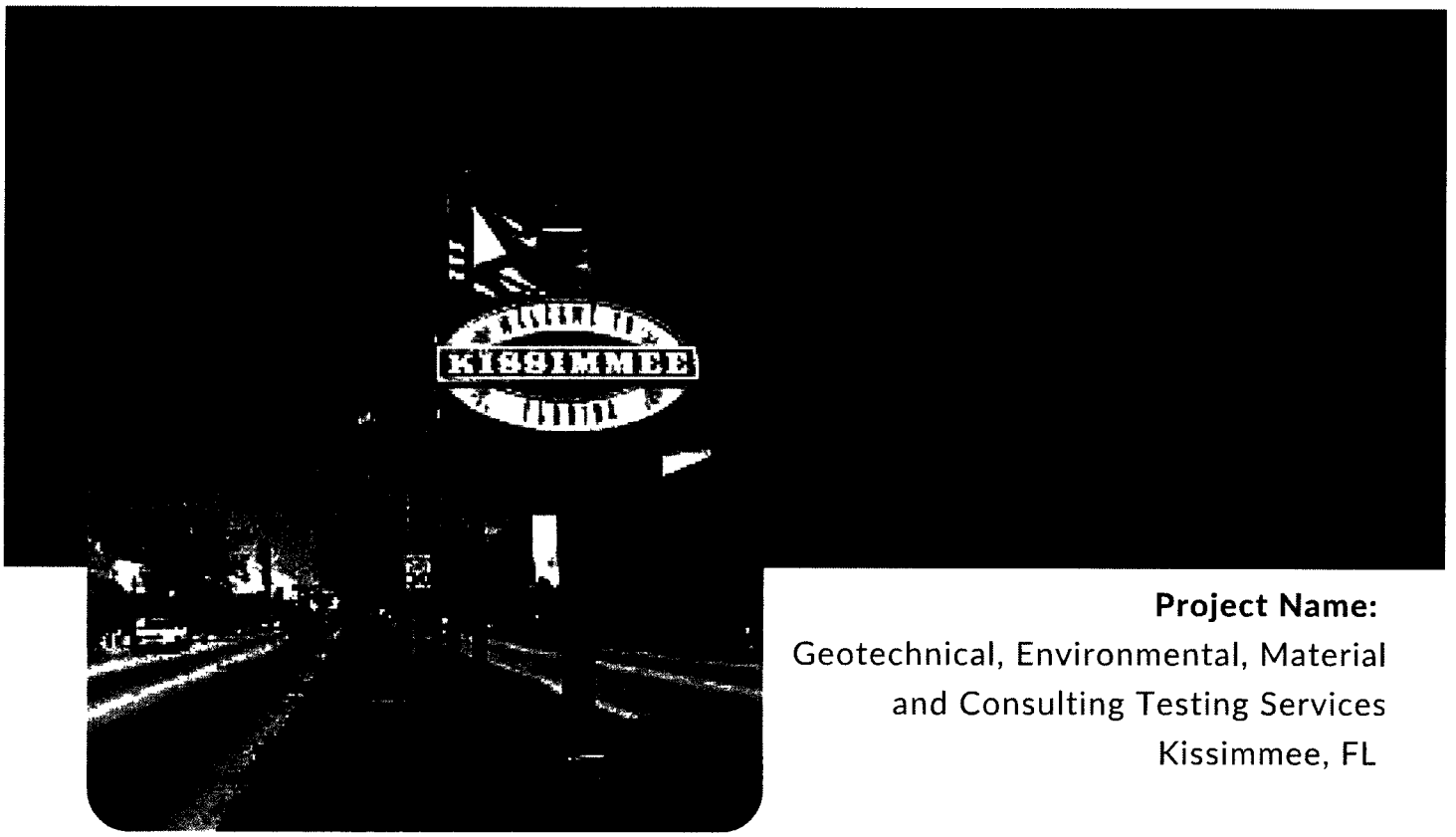
Professional Traffic Signal Design Services
Orange County/ DRMP: Nick DeVito; 407.896.0594

Continuing Professional General Engineering Services
City of Casselberry/ Wright Pierce: Dennis David; 407.720.5306

Continuing Design Services for Utilities
Orange County/ Black & Veatch: Kenny Blanton; 407.419.3570

Continuing Design Services for Utilities
Orange County/ CPH: Nik Jindal; 407.322.6841

Professional Engineering Services
City of Clermont/ Woodard & Curran: Scott C. Shannon; 407.580.1707



Project Name:
Geotechnical, Environmental, Material and Consulting Testing Services
Kissimmee, FL

PROJECT DESCRIPTION

NADIC is currently involved with providing services to the City of Kissimmee. Below is five very similar task orders as examples of our capabilities and abilities to effectively serve the City of Ocoee. Some of the projects we have recently completed are presented below.

The primary elements required under this type of contract include the following;

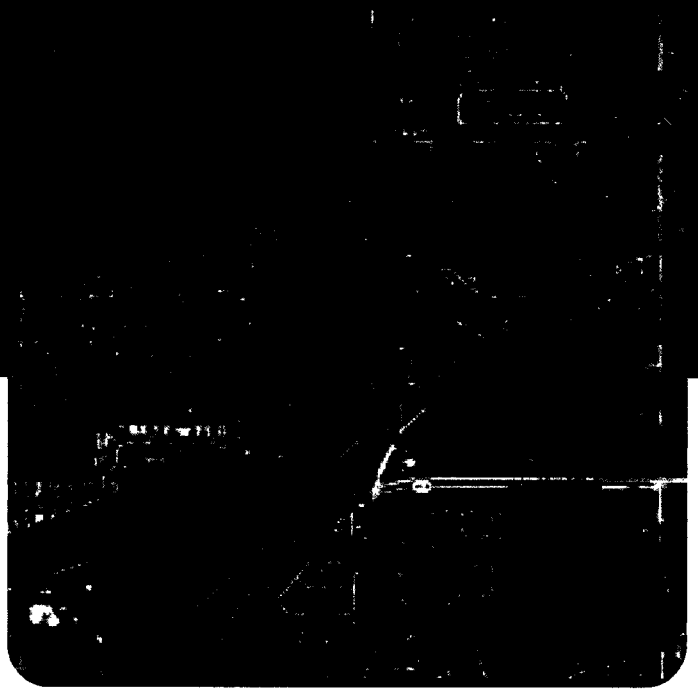
- Perform/manage multiple task assignments, possibly simultaneously
- Provide a broad range of services in geotechnical engineering (GE), construction materials testing (CMT) and environmental services
- Effectively manage schedules and budgets

Projects:

- Kissimmee Police Department Training Facility
- Emory Canal Trail
- Hudson Street Improvements
- Shingle Creek Regional Trail
- Fire Station 14

REFERENCE INFORMATION

- **Agency:** City of Kissimmee
- **Contact:** Robert T. Masiku
- **Telephone:** 407.518.2174
- **Email:** rmasiku@kissimmee.org



Project Name:
Bear Lake Road Interconnect and Water Main, Seminole County

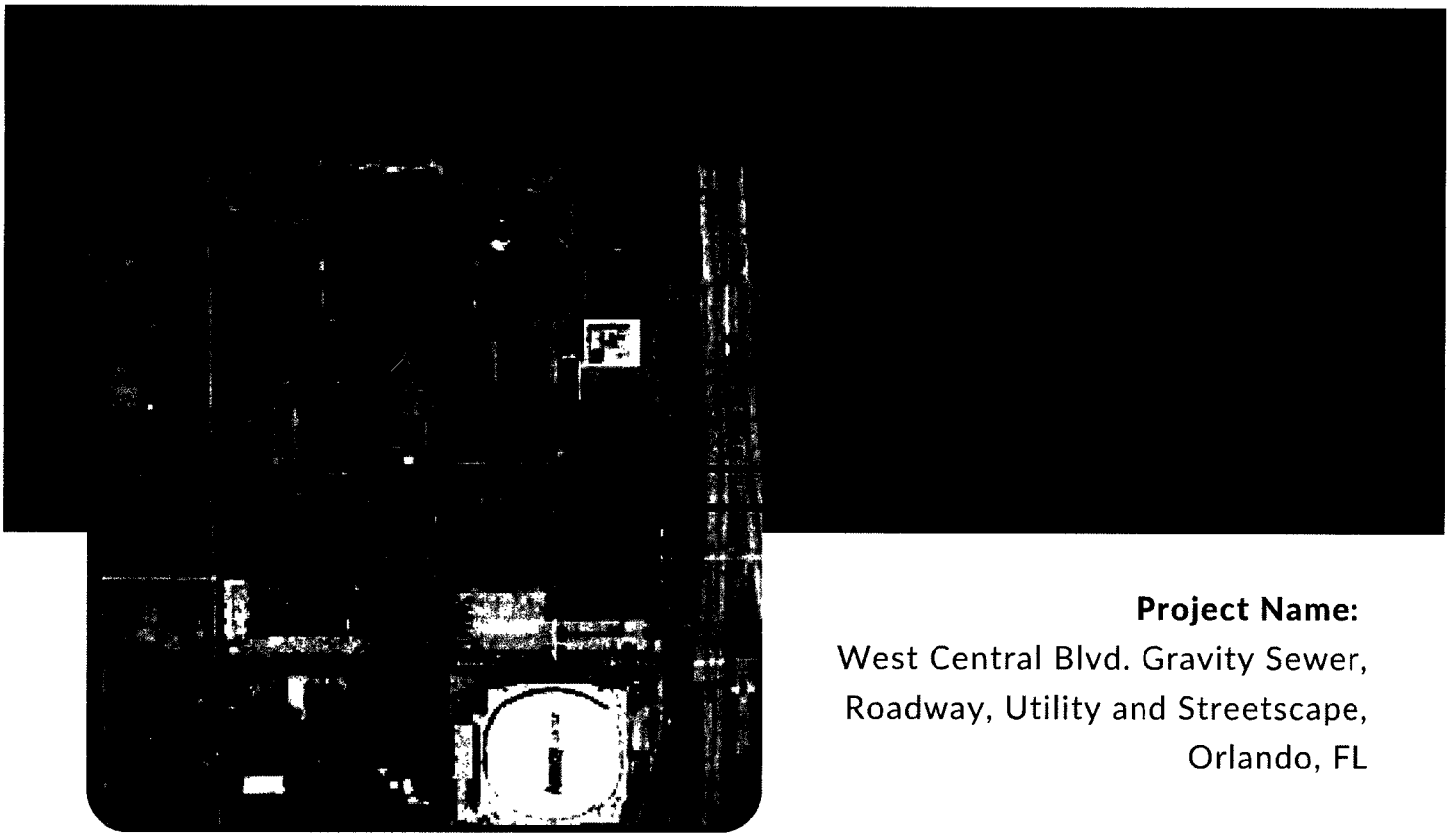
PROJECT DESCRIPTION

This project consisted of a new below grade emergency interconnect between an existing 12- inch potable water main owned by Orange County and a new 10-inch water main owned by Seminole County. The interconnect assembly is located on the northern side of Maitland Blvd approximately 900 feet west of the Bear Lake Rd/Maitland Blvd intersection. The new Seminole County water main extended east from the new interconnect to Bear Lake Road where it continued north along the west side of Bear Lake Road. The new main then crossed over to the east side of Bear Lake Road just south of the Paxton Court/Bear Lake Road intersection to enable a tie into an existing Seminole County owned 8- inch water main. NADIC performed Pipe in-place density tests, Modified proctor test, Gradation Test, Limerock Bearing Ratio Test, Asphaltic concrete extraction & gradation test, Asphalt core testing for depth & density w/patching of core hole, and Concrete Compressive Strength Cylinder Set

Similarity to RFQ: As the population of Ocoee increases and with aged water and sewer pipelines, it is anticipated that the City will replace and enhance some of the aged utility pipelines. This project exemplifies the type of services NADIC can perform for the City, if the need arises.

REFERENCE INFORMATION

- **Agency:** Seminole County, c/o Killebrew Inc
- **Contact:** Bruce Herold
- **Telephone:** 863-701-0273
- **Email:** Bruce@killebrewinc.net



Project Name:
West Central Blvd. Gravity Sewer, Roadway, Utility and Streetscape, Orlando, FL

PROJECT DESCRIPTION

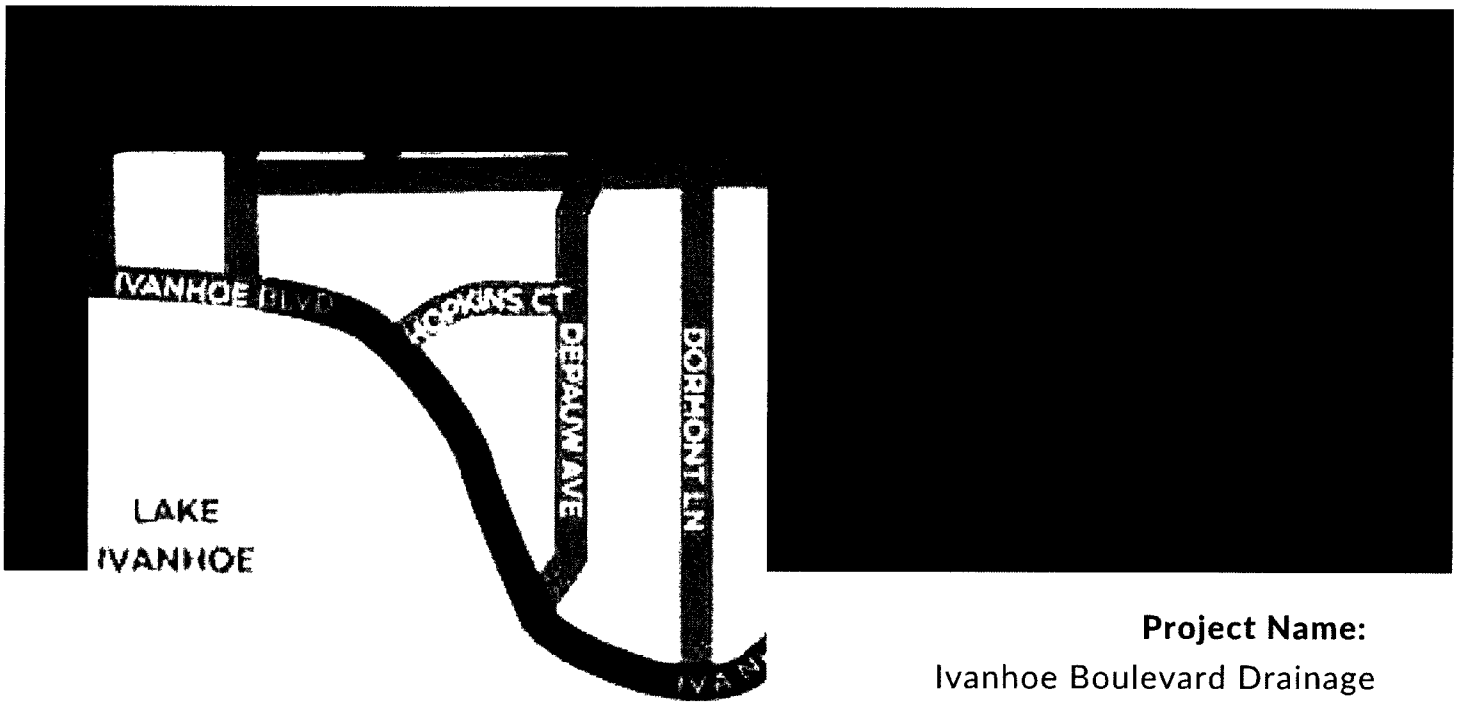
City of Orlando awarded the design, installation and construction of Gravity Sewer Pipeline, Roadway Resurfacing, and Streetscape along West Central Boulevard between Glenn Lane and North Garland Avenue to Garney/CPH Team. **NADIC** was the geotechnical and construction materials testing engineer. The project was divided into three phases as follows:

- Upgrading and placing of sanitary sewer lines
- Placement of new powerline below grade by Orlando Utility Commission (OUC)
- Construction of roadway and streetscape

A key challenge on this project was the project schedule, being a design build project. In addition, the location was challenging for field exploration due to maintenance of traffic (MOT). Drilling was performed at night between 10.00 pm and 5.00am. NADIC completed the geotechnical phase on time and within budget. Construction was performed both during the day and at night. NADIC performed Stabilized subgrade in-place density test, Stabilized Limerock Bearing RatioTest, Limerock in-place density test, Modified proctor test, Asphaltic concrete extraction & gradation test, Asphalt density testing, Concrete slump test, and Vibration Monitoring.

REFERENCE INFORMATION

- **Agency:** City of Orlando c/o Garney Companies, Inc
- **Contact:** Dan Smolik
- **Telephone:** 321-221-2826
- **Email:** dsmolik@garney.com



Project Name:
Ivanhoe Boulevard Drainage Improvements, Orlando, FL

PROJECT DESCRIPTION

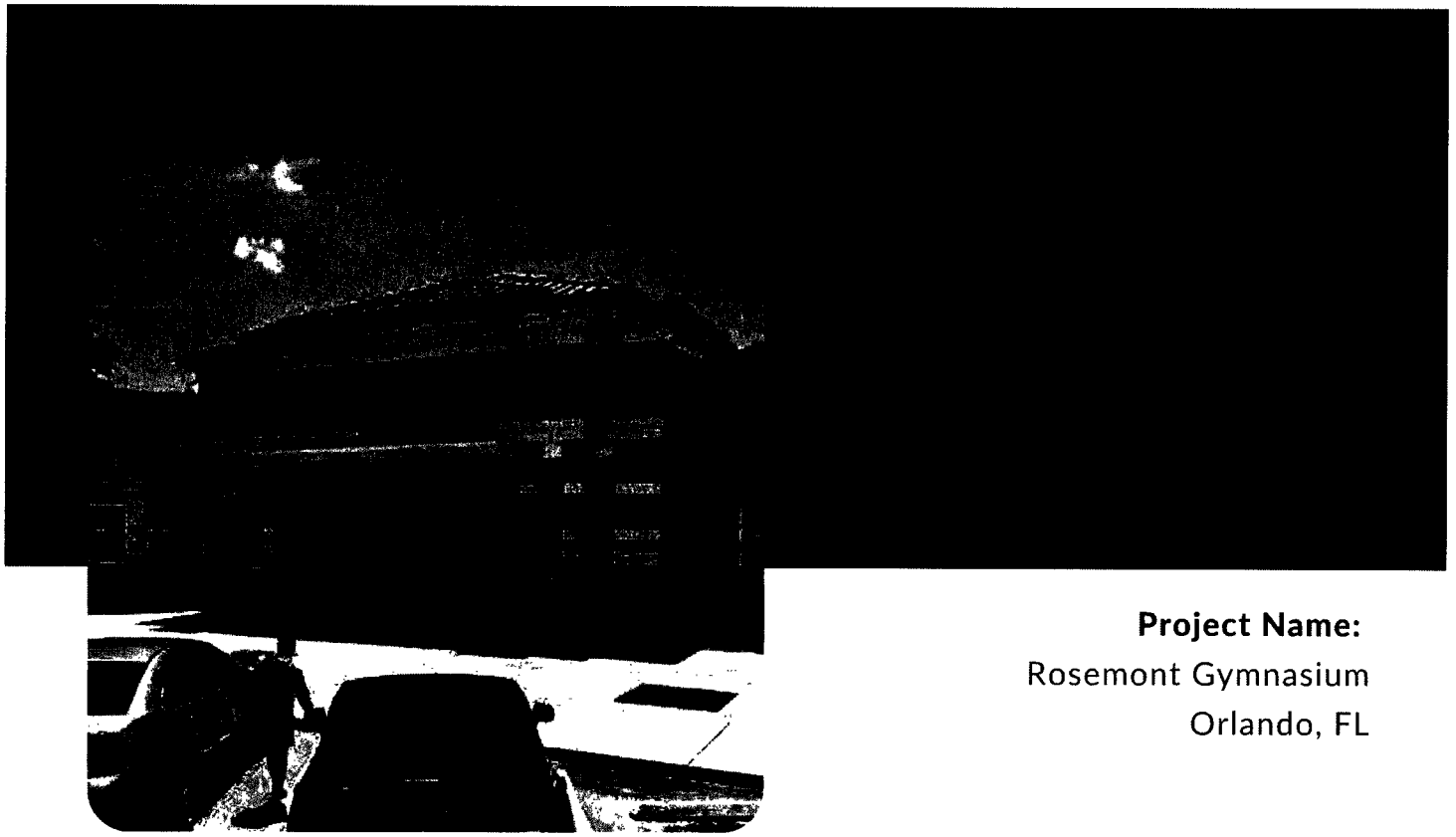
NADIC conducted a geotechnical engineering investigation for installation of an 18-inch to 48-inch Reinforced Concrete Pipe (RCP), and 36-inch by 60-inch Elliptical Reinforced Concrete Pipe (ERCP) and restoration of the existing brick roadway along Ivanhoe Boulevard from Gerda Trail to North Shore Terrace, along University Drive, Harrison Avenue, Ivanhoe Road, Yale Street, and Elizabeth Avenue in Orlando. The project also included installation of four (4) baffle boxes. The purpose of the exploration was to explore subsurface conditions and groundwater conditions and use the information obtained to provide recommendations for pipe installation, baffle box construction and roadway restoration.

Because of the sensitivity of this project area, subsurface exploration was conducted between 10.00 am and 3.00 pm. The exploration was completed without any negative adverse effect or complain from the residents. The key is communication. Our project manager lies the groundwork by communicating with the designer project manager, the client project manager and NADIC field crew.

Though sunshine utility clearance was utilized prior to drilling, NADIC's in-house GPR was utilized always to confirm absence of underground utilities

REFERENCE INFORMATION

- **Agency:** City of Orlando, c/o Baxter & Woodman, Inc
- **Contact:** Claude L. Cassagnol, P.E
- **Telephone:** 407.380.0402
- **Email:** ccassagnol@baxterwoodman.com



Project Name:
Rosemont Gymnasium
Orlando, FL

PROJECT DESCRIPTION

Rosemont Gymnasium Project included the addition of a 15,840 SF gymnasium building west of the existing community building, a new parking lot north and west of the addition, and the relocation of an outdoor basketball court from west of the existing community building to south of the addition. The building addition structure was predominantly concrete tilt panel walls with structural steel and metal deck roof system on a conventional, shallow foundation. There was also limited structural masonry walls. The project will also include new hardscape surrounding the addition, modifications and additions to the onsite stormwater management system, other utility additions, and a retaining wall north of the addition.

NADIC performed proofroll observations of prepared subgrades; In-place density testing of utility trench backfill, foundation excavations, floor slab and sidewalk subbase, and pavement subgrade and base; Concrete testing of foundations, floor slab, tilt panel walls, tie columns, housekeeping pads, sidewalks, and exterior stem (retaining) walls; Grout testing of masonry wall cell fill; Observations of hot mix asphalt paving and bulk sampling during paving, and asphalt pavement thickness and density testing by coring after paving; Threshold inspections in general accordance with the approved threshold inspection plan; and associated laboratory testing and office engineering

REFERENCE INFORMATION

- **Agency:** City of Orlando c/o McCree General Contractors & Architects, Inc.
- **Contact:** Joe Robertson PE
- **Telephone:** 407-234-5842
- **Email:** joe.robertson@mccree.com

UNDERSTANDING YOUR NEEDS

We understand the needs, concerns, challenges and expectation of the City. Our team understands the immediate and future needs of the City of Ocoee and is ready to assist the City to focus on achieving the following goals:

- **Trail System:** North-Central segment; Pedestrian Path Paving -Spring Lake Elementary School; Lakefront Park Improvements Phase 1; Trail Connector Segment 3
- **Roadway:** Maguire Rd. Phase V; Clarke Road Widening; Crown Point Parkway Extension; Old Winter Garden Rd. Extension
- **Stormwater:** Starke Lake Drainage Improvement
- **Utilities:** Lakewood/Rewis Water Main Replacement; A.D. Mims Road/North Johio Shores Road Transmission Extension; Wellington Place Reclaim Connection Project

With our experience with similar projects, we can assist the City to continue to develop in a positive way, reflecting the City's character as a one the fasted growing Cities in Central Florida. We help our clients succeed in their projects by effectively executing projects, controlling costs, and managing risk. Our clients appreciate this approach, and they know that we intend to be an extension of their office.

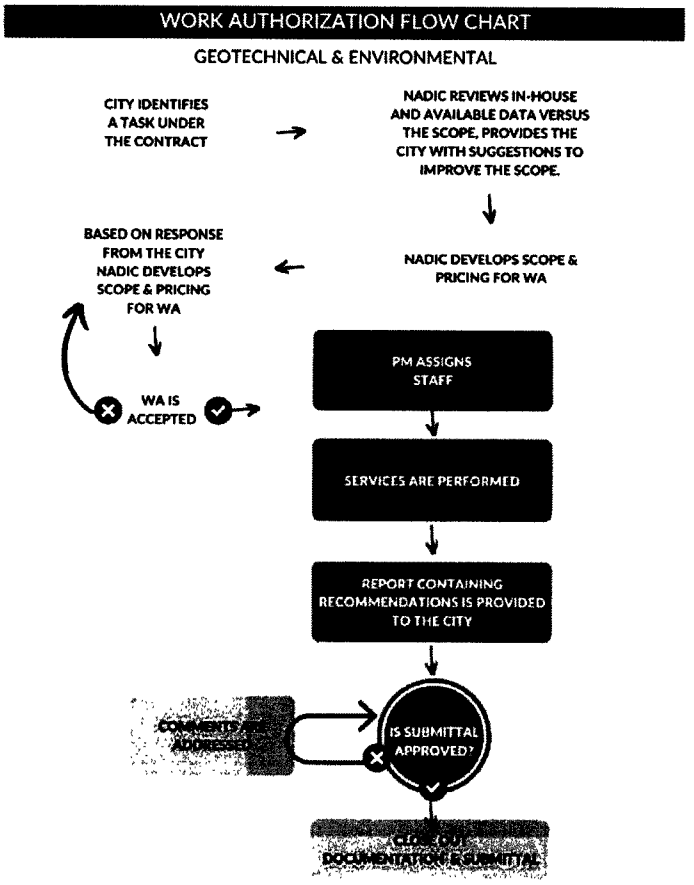
METHOD OF APPROACH

NADIC understands the challenges facing the City of Ocoee and their need to *"do more with less"* we will proactively participate on your projects in ways that will ultimately allow the City to save cost. During construction we will provide owner-centered testing and inspection services that verify that the City is receiving the specified materials and construction quality. For environmental issues we will take a very practical approach that seeks the most efficient path that protects the health and welfare of the public and satisfies the regulatory requirements while minimizing the City's resources of time and money. For design projects, our analytical methods are geared to developing the most cost-effective foundation and site preparation alternatives. Further, we understand the special consideration inherent in public work that require us to serve as an advocate for the City and to complete all assignment knowing that our work is subject to public scrutiny.

Geotechnical Services: Understanding the subsurface soils, rock and groundwater conditions is fundamental to the design and construction of a functional and cost-effective structure. A wide variety of field explorations are anticipated to be required within the scope of this contract.

All geotechnical activities including field, laboratory testing and engineering evaluation will be conducted in accordance with the project requirements and current Ocoee and FDOT policies, procedures, and specifications. The geotechnical design services will be performed in accordance with the FDOT Soils and Foundation Handbook, Design Standards, Standard Specifications for Road and Bridge Construction and the Structures Design Guidelines. The NADIC Team will communicate effectively with the appropriate City project manager to ensure a clear understanding of the project's goals and issues. Based on our previous experience with the other Cities, we anticipate an initial work authorization to perform our services for each individual project under this agreement. The following flow chart depicts the anticipated Work Authorization Process:

We will review all available project information, including published resources such as the Orange County Soil Survey published by the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS), Florida Geological Surveys and Bulletins, Orange County Agricultural maps, etc. Field reconnaissance will be performed to assess site conditions with respect to the anticipated geotechnical exploration, including maintenance of traffic (MOT), utility clearance and property access concerns.



Depending on project requirements, field exploration would consist of Standard Penetration Test (SPT) or Cone Penetration Test (CPT) and auger borings within the proposed project area. SPT and/or CPT borings would be performed in building and structure areas while auger borings would be performed within proposed stormwater retention area and under proposed paved areas. The borings would be located in the field by measuring from existing features and with the aid of a hand-held Global Positioning System (GPS) equipment. The boring depths would be planned to provide the necessary subsurface conditions for the project. The recovered samples would be examined, logged and visually classified in the field, and securely packed for shipment to the laboratory for further classification by an engineer and laboratory testing. Upon completion and after groundwater measurement, all borings would be backfilled.

During and immediately following completion of field exploration, the recovered soil samples would be visually classified and stratified based on the Unified Soil Classification System (USCS). A laboratory tests program appropriate for the project would be performed. Typical laboratory tests would evaluate soil type, organic content, strength, compressibility and permeability. The engineer assigned to the project would use the results of the field exploration and laboratory test results to perform engineering analysis and formulate engineering recommendations with respect to the project design and construction. Field logs, boring location plans and site maps would be prepared to document and illustrate the encountered conditions in a clear and legible manner. Typically, immediately following completion of field exploration, a geotechnical report is generated concurrently with laboratory test and engineering analysis. This method allows for **prompt turnaround time, and project efficiency.** The final report would be based on the field and laboratory tests results, assessments of the existing conditions and their influence on the project (whether beneficial or detrimental), and detailed recommendations for design as well as construction considerations, as appropriate.

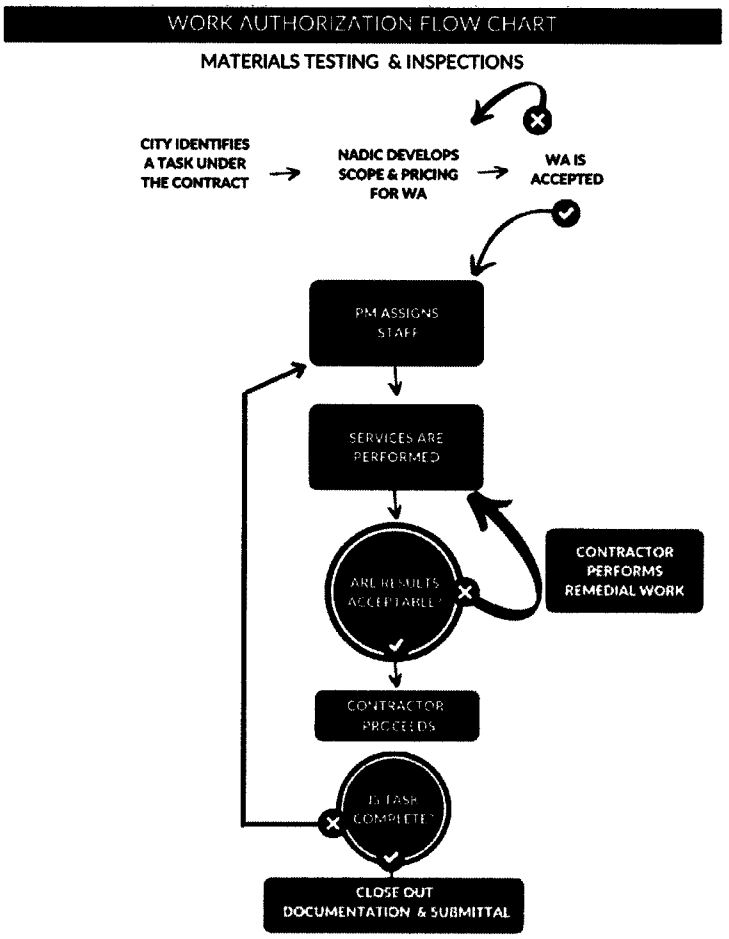
Environmental Services: Due to the crucial nature of Environmental Risk Projects, test turnaround time is probably one of the most important capabilities required of environmental professional services consultants. Rapid results lead to project efficiencies in go/no-go decisions and in tum, lead to cost savings. We understand that fast results lead to project efficiencies as a result, budget savings. Should any unusual condition or technical challenge arise on your project, our key team members can provide immediate advice and practical solutions.

Our team have conducted a variety of assessments ranging from ASTM Phase I environmental site assessments (ESAs) to extensive subsurface investigations. We have performed hundreds of Phase I Environmental Site Assessments (ESA) and Phase II ESA. We understand the goal of the Phase I ESA is to identify recognized environmental conditions (REC) such as hazardous substances or petroleum products on a property, under conditions that indicate an existing or past release, or a material threat of a release that may impact environmental media on the property. Our Phase I ESAs are performed in strict accordance with requirements of ASTM EI527-05 standards and routinely include a limited review of non-scope considerations including radon, wetlands and suspect asbestos-containing building materials. Our Phase II ESA is conducted to find whether or not the REC reported in the Phase I ESA presents an environmental concern, hazard or liability to our client. All Phase I & II reports are reviewed internally and signed and sealed by licensed professional engineer.

Our team has extensive experience assessing and remediating sites for public clients. Our Team is knowledgeable of geologic conditions, regulatory jurisdictions, and location information as defined in ASTM E-1527. This will help WASD to avoid problematic situations, and to efficiently complete site assessments with a trusted local partner. We are capable of providing a full spectrum of soil, sediment, surface water and groundwater contamination assessment, investigative and remediation services. Our Team has extensive experience and a thorough understanding of the process for the planning, implementation of soil and groundwater contamination assessment, both chlorinated solvent and heavy metals (such as lead) contaminants.

Awareness of Permitting Requirements: NADIC's familiarity with regulations and the County's permitting process is an important component of our consulting services. The permitting effort requires a thorough knowledge of regulations and policies enforced by several Seminole County and State of Florida agencies, including DERM (RER), FDEP, Department of Solid Waste, and SFWMD. Our Team's permitting approach between the Contract Manager and the permitting agency assures that all appropriate information is presented to the agency to allow for a quick and hassle-free review and
approval of the permit.

Materials Testing and Inspection Services: Our Team understands that construction projects do not always go as planned which is why NADIC runs a 24/7 business with an emergency dispatcher available at any time. In order to keep track of the project schedule, we have a Contract Coordinator whose sole purpose is to make sure our Team members are available, punctual, and trained for the client's needs. Every project starts with a thoroughly review of the project plans and specifications, and a meeting with the City staff to set up the testing approach. It is vital to establish fluid communication with the contractor and the City's staff by holding a "kick-off" meeting. This allows us to establish a work schedule for testing and inspection, and help to identify and reduce risks at the beginning of the



project. We assign and maintain the same personnel through the duration of the projects to allow for continuity and efficiency.

Our technicians are cross-trained and equipped to perform all of the necessary testing required for City projects. Our field technicians and inspectors attend regular training sessions and keep current with technology through continuing education in their areas of expertise. We routinely conduct weekly meetings to verify that the project is progressing in accordance to the project schedule and requirements. If additional support is required, dedicated senior level Project Engineering Technicians are available. We are poised and ready to offer our services in the event there is **unscheduled emergency requests**, and have the ability to staff projects twenty-four (24) hours a day.

Our field technicians are trained to properly document project issues such as gaps, inconsistencies, or conflicts in their daily field logs when they happen. The information in the daily log including any retesting, standby time or re-inspection time will be verbally communicated and made available to the Construction Supervisor daily and also presented in the project weekly summary. This makes sure that issues are indeed raised, and investigated and resolved quickly and effectively. Proper field documentation and reporting, as well as timely submittal of test results will help eliminate unnecessary project ***quality control concerns***.

We are using state-of-the-art and calibrated equipment with written procedure for testing and inspections. Both our field and laboratory testing services are operated in accordance to NADIC's Quality Management System (QMS). This internal quality management manual was developed to meet the requirements of AASHTO and CMEC for testing laboratories providing soils, aggregate, asphalt and concrete testing. NADIC documents training of staff, equipment and calibrations. We verify and establish internal quality control procedures as stated in our QMS. Our team also participates in annual reference sample and proficiency tests which are compared statistically by the accrediting agencies to assess accuracy in testing methods. NADIC team's laboratories are inspected annually by the accrediting agencies, including FDOT, CMEC and AASHTO.

Project Issues and Challenges

All tasks are managed and supervised by a qualified and experienced engineer, assigned to the task by our contract manager, Godwin Nnadi Ph.D., P.E. These individuals, selected specifically for their expertise in the task requirements, are responsible for both supervising the task team and managing the successful completion of the task, including adherence to schedule and budget.

The responsibility of establishing a schedule for a task falls on the Task Manager. These experienced individuals are well versed with estimating cost and schedule requirements, and, more importantly, with the need to involve the City

on the scheduling and budget process and to maintain a line of communication throughout the task. Nevertheless, delays which negatively impact the schedule are not uncommon, and when they become evident it is imperative that our Task Managers immediately inform the City, describing the situation and reasons for the delay. Together with the City, NADIC's Task Manager will assess the impact of the delay and consider the available options for reducing the negative effects on completion of the task. If the delay was resulting from NADIC's failure to perform, we will conduct an internal evaluation to assure that future failures do not occur.

Potential Project Risks	Avoidance/ Minimization Approach
Misunderstanding of Scope and Scheduling/Response	**Avoidance:** NADIC schedules a preconstruction meeting with the Contractor to introduce our core team personnel assigned to the project. NADIC also addresses the scope of work, scheduling, cost saving strategies, and our standard 24-hour response times.
Contractor forgets to provide 24 hours' notice for testing	**Avoidance:** Being proactive by discussing scheduling and standard 24-hour response time during preconstruction meeting. **Minimization:** NADIC makes every effort to send a technician out to the site in time.
Contractor proceeds with construction without testing	**Avoidance:** Being proactive by discussing scheduling and standard 24-hour response time during preconstruction meeting. **Minimization:** Concrete – NADIC Performs concrete cores or non-destructive testing, such as Windsor probe testing. Density – NADIC test by potholing or excavating and retesting. Asphalt – NADIC performs asphalt cores.
Field/laboratory tests performed incorrectly	**Avoidance and Minimization:** **(1)** Perform all testing in accordance with project requirements and in accordance with ASTM. **(2)** Employ and train ACI, FDOT CTQP, SBCCI and Nuclear Density Gauge (Troxler) certified personnel **(3)** Perform routine equipment calibrations and maintenance. (4) QC Manager periodically visits project sites to ensure field personnel are performing work/testing per standards. **(4)** In-house testing laboratory is American Society for Testing and Materials (ASTM) and American Association of Highway and Transportation (AASHTO) certified by Construction Material Engineering Council, Inc. (CMEC), as well as validated by the Florida Department of Transportation (FDOT)
Damage/injury to property/persons due to accident	**Avoidance:** **(1)** Set up MOT for high traffic areas and nighttime work. **(2)** Equip technicians with appropriate safety equipment. **(3)** If Troxler gauges are damaged during an accident, technicians immediately contact the Radiation Safety Officer (RSO), isolate hazard area, deny entry, and wait for RSO arrival for further instruction. **Minimization:** Maintain proper insurance coverage and Workers Compensation.
Violate site specific personnel requirements (background check, drug testing, etc.)	**Avoidance:** Ensure familiarization with personnel requirements at Project Scope meeting. Obtain background checks, drug testing, etc. as required and provide documentation.
Errors in calculations/reporting	**Avoidance:** Perform QA/QC Process on each project

Adhering to Budget and Schedule: When provided any task by the City, our Contract Manager, Dr. Nnadi with other key staff will develop a project scope that addresses the specific need. An appropriate experienced project manager will be assigned to the task. The key to cost control and a successful project execution is the quality of communication between the City and the project team, and good planning. The project manager will provide direct line of communication between the City and NADIC. Staffing will be based on the needs of the City and the project manager ensures that the assigned staff is the right staff for the task. The staff assigned to the task will be committed to the project until the task is completed. Our Project Manager will track project cost closely and will be in constant communication with the City to ensure the scope of services align with the initial proposal. The task project manager will meet regularly with the appropriate City Task Manager for updates and performance review. We internally audit the project costs data to verify all invoices and time sheets are accurate. This allows us to eliminate project inefficiency and in turn, increase budget savings.

Upon approval of the proposal by the City, Dr. Nnadi, our Contract Manager will activate our Project team within 12 hours. During the next two (2) days after approval, our task project manager will contact the City's Task Manager representative to define the project scope, timeline, and obtain all necessary documents. Geotechnical Engineering services for most projects are typically completed within two (2) to three (3) weeks, while construction materials testing and inspection services are performed on a project-by-project basis, as the requirements are contingent on the scope. Our testing and inspection personnel are available at a moment's notice and can service the City on projects seven (7) days a week. Our technicians and engineers are cross trained and this allows us to exceed the normal response time for typical tasks expected in this contract. NADIC will meet any response and test turnaround time set forth by the City. Quick response to the City's needs results in cost saving to the City. Our estimated turn-around time for services that may be required under this contract is shown below:

GEOTECHNICAL ENGINEERING	MATERIALS TESTING & INSPECTION
Field crew on site	**Technician on site**
Normal Response: within 72 hours of notification	Normal Response: 24 hours
Emergency Response: within 24 hours of notification	Emergency Response: within 1 hour of notification
Final Report	**Field Reports**
Normal Response: 2 - 3 weeks (authorization to completion)	Normal Response: immediate (when required)
Emergency Response: 1 week or less (expedited)	**Laboratory Reports (typed, signed and sealed)**
	Normal Response: 2-4 days (depending on test)

The ability to provide reports and results in a timely manner is an important aspect of successfully performing under a continuing contract. NADIC's ability to obtain similar public-sector continuing contracts is testimony to our ability to meet scheduling expectations of our public clients. Our dedicated staff and resources give us the ability to meet virtually any schedule. The schedule for producing geotechnical and environmental study reports is dependent on the scope and magnitude of the project. We will work closely with the City to establish the appropriate work scope and develop a schedule that meets the needs of the scope. Obviously, there will be times when a very quick turnaround is required. We have the resources to address these "emergency" situations. Materials Testing and Inspection Services are very critical regarding test turnaround. Construction schedules are frequently dependent on the results of acceptance testing. NADIC 's laboratory is designed to accommodate large volumes of work, and process test results quickly.

Quality Control and Quality Assurance Successful project management requires attention to Quality Assurance and Quality Control (QA/QC). NADIC main objective is to provide quality services to our clients. QA/QC has been the cornerstone of our reputation, which is overseen by Richard Haffner, PE. Mr. Haffner holds a Master Quality Management and is a FDOT certified Quality Control Manager. Mr. Haffner is responsible for establishing and managing the Quality Control and Quality Assurance policies for NADIC and often acts as a liaison between NADIC and our clients. Our Quality Management System (QMS), is the umbrella process by which we impose the stringent quality controls for our projects, and can implemented to various degrees, depending on the nature and magnitude of the project. This policy encompasses the certification of NADIC technical staff and laboratory facilities. Our committed to total-quality management is grounded in three main elements: Client participation, standardization, and independent technical reviews. We believe that the following items are essential to developing a quality system covering all aspects of our services.

Work Quality - The primary way to achieve quality results is perform the work in a quality manner with quality equipment. Our approach is to always assign personnel who are properly trained and certified. The field and laboratory technicians are required to obtain and maintain the proper certifications applicable to their work type. Further, the field and laboratory equipment are maintained in good working order and regularly calibrated to obtain the most accurate and consistent results. The QMS includes a quality control checking, back checking, verification procedures, and QA/QC reviews/audits of all work and documents.

Employee Education - Our professional and technical staff attends continuing education workshops and presentations. Technician training has included an extensive FDOT formalized training process through which dozens of our technicians have obtained CTQP certifications.

Documents/Reporting - All project-related correspondence, notes, calculations, graphics, invoices, preliminary reports, final reports and contracts are maintained in project files for a minimum of three years after completion of the contract, or as required by our client. After three years we scan and store documents in lieu of retaining original paper documents. We maintain a library of updated software, guidelines, manuals and specifications is critical to our work. We have subscribed to e-mail lists for the major testing specification organizations (AASHTO and ASTM) as well as FDOT, so that we are notified of changes to their standard specifications.

Laboratory Inspection - Our laboratory is inspected annually by the Concrete Materials Engineering Council, and FDOT.

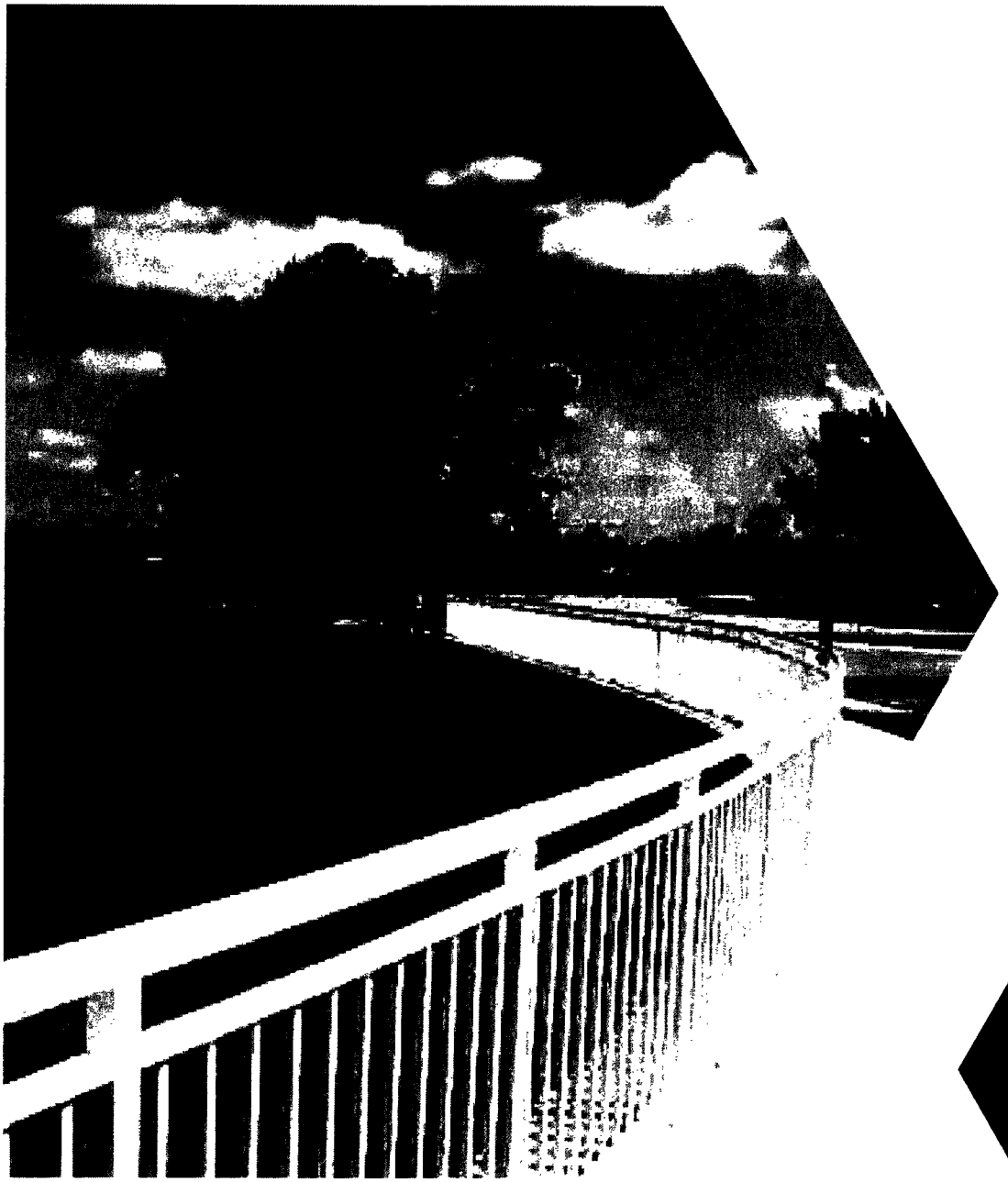
Quality Review - The results of all field and laboratory tests are subject to an initial independent review. All reports issued by NADIC will be reviewed by a registered and experienced Professional Engineer. Any inconsistencies or discrepancies are noted and resolved between the reviewer and the author of the report. This peer review process helps to assure that each report issued has had a thorough and accurate engineering review.

Senior Engineer Review - All work performed by Project Engineers is reviewed and checked by a Task Managers. We frequently implement a peer/quality assurance review by an in- house engineer from one of the other Task Managers. All proposals and reports are reviewed by a minimum of two individuals which include a senior engineer who reviews the document for accuracy and thoroughness.

Safety - Safety is our top priority. It is our commitment to provide a strong safety program covering not only field personnel, but members of the general public which may also be impacted by project activities. Our personnel follow Pre-Task Planning safety guidelines while implementing their day-to-day activities. Our safety program is enhanced by weekly tool box talks, as well as project/task specific training when needed. Our safety plan encompasses all that OSHA requires and more.

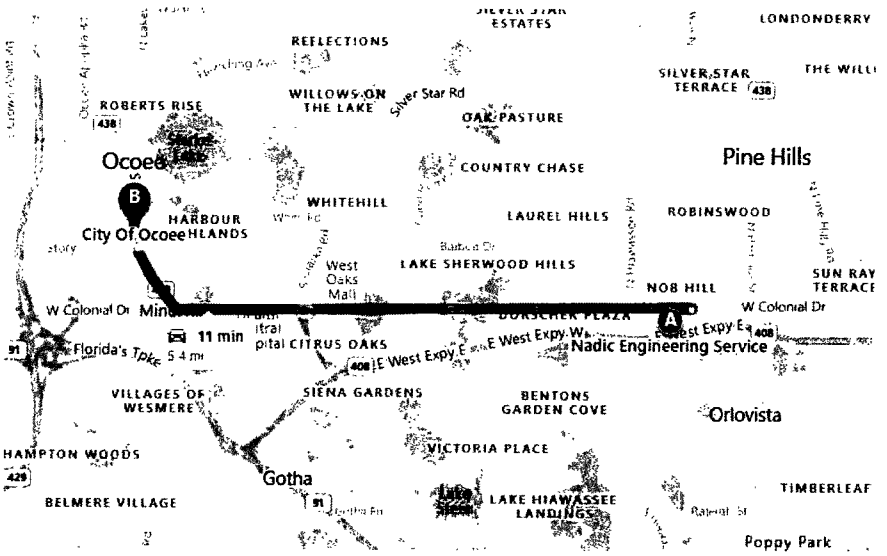
Innovative Concepts: NADIC continually searches for innovative and effective cost saving solutions for our clients. An innovative technique employed by NADIC is to use our in-house Ground Penetrating Radar (GPR) system to assess asphalt, base and subgrade thicknesses, as well as the possible presence of voids below the pavement. NADIC's GPR system collects continuous pavement section data at highway speeds and the output data integrates easily with GIS asset management systems.

We are one of the few local firms to deploy unmanned aerial vehicle (UAV/Drone) technology on our projects. Our team is qualified with FAA Part 107 Certification, which allows us to a commercial operator a 107 Small Unmanned Aircraft. We have tested the use of UAV's on a few clients and have increased efficiency, project visibility, and budget savings. The use of UAV technology allows our team to; minimize the obvious dangers and health risks, collect in-depth and higher detail data, inspect difficult to reach and hazardous areas, save time and money for the City.



TAB B

FIRM'S OFFICE LOCATION & OTHER FORMS



Headquarters
601 N Hart Blvd
Orlando, FL

1101 Miranda Lane Suite #131
Kissimmee, FL

15261 NW 60th Avenue #106
Miami Lakes, FL 33014

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:

Nadic Engineering Services Inc.
Firm Name

Signature

Godwin Nnadi, Ph.D., P.E., CEO
Name and Title (Print or Type)

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.

N/A has not faced any litigations, claims or contract disputes within the last 5 years

(Attach additional sheets if necessary)

ACKNOWLEDGEMENT OF ADDENDA:

Bidder acknowledges receipt of the following addenda:

No. 1 Dated 4/27/2021
No. _____ Dated _____
No. _____ Dated _____

(Remainder of page left blank intentionally.)

COMPANY INFORMATION/SIGNATURE SHEET RFQ #21-005

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.

Nadic Engineering Services Inc.
COMPANY NAME

407-521-4771
TELEPHONE (INCLUDE AREA CODE)

407-521-4772
FAX (INCLUDE AREA CODE)

gnnadi@nadicinc.com
E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

Godwin Nnadi, Ph.D., P.E., CEO
NAME/TITLE (PLEASE PRINT)

601 North Hart Boulevard
STREET ADDRESS

Orlando, FL 32818
CITY STATE ZIP

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

accounting@nadicinc.com

FEDERAL ID # 30-0052251

____Individual __✓__Corporation ____Partnership ____Other (Specify)____

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this 26 day of April, 2021.

Personally Known X or

Produced Identification____

____
(Type of Identification)

Notary Public - State of Florida
County of Orange

Signature of Notary Public

Shana Ward
Printed, typed or stamped
Commissioned name of Notary Public

SHANA WARD
Notary Public - State of Florida
Commission # GG 946356
My Comm. Expires Jan 12, 2024
Bonded through National Notary Assn.

CONTACT US

ORLANDO OFFICE
601 N Hart Boulevard
Orlando, Florida 32818

407-521-4771

nadic@nadicinc.com

www.nadicinc.com

NADIENG-01 KGODWIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/2/2021

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	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Nadic Engineering Services, Inc. 601 North Hart Boulevard Orlando, FL 32818	INSURER A : Phoenix Insurance Company A++, XV	25623
	INSURER B : Travelers Indemnity Co. of America A++, XV	25666
	INSURER C : Travelers Casualty & Surety Co. of America A++, XV	31194
	INSURER D : National Casualty Company	
	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	$ 2,000,000
	CLAIMS-MADE X OCCUR			680-2H652822	9/19/2020	9/19/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER.							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BA-8P748354	9/19/2020	9/19/2021	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 $							$
C	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		UB-5J596163	9/19/2020	9/19/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab.			JEO0000065	9/19/2020	9/19/2021	Per Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFQ #21-005, CONTINUING CONTRACTS FOR GEOTECHNICAL TESTING SERVICES

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 includes Additional Insured coverage for On-Going & Completed Operations as required by written contract. General Liability is 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 conditions.

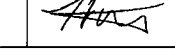
CERTIFICATE HOLDER

City of Ocoee, FL
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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CONTINUING CONSULTING AGREEMENT FOR GEOTECHNICAL TESTING SERVICES

THIS AGREEMENT made and entered into this 17th day of August, 2021, by and between the **CITY OF OCOEE, FLORIDA**, a Florida municipal corporation, hereinafter referred to as "CITY", and **GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.**, a Florida corporation, hereinafter referred to as "CONSULTANT".

WHEREAS, the CITY needs geotechnical testing services to be performed on a continuing and periodic basis as the need for such services may arise, per the CITY's RFQ #21-005 Continuing Contracts for Geotechnical Testing Services, attached as Exhibit A; and

WHEREAS, the CITY desires to employ the CONSULTANT in connection with the geotechnical testing services required, upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing such services upon said terms and conditions, per CONSULTANT'S qualification package attached as Exhibit B; and

WHEREAS, the CITY shall have the option to use the CONSULTANT's professional geotechnical testing services ("Services"), as further described below, for City projects (hereinafter referred to as "Project" or "Projects"); and

WHEREAS, the City has selected the CONSULTANT in accordance applicable law and the rules and ordinances of the City, and this Contract shall constitute a continuing contract to perform services on an as needed basis over a period of time;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION I

SCOPE OF SERVICES

1. CONSULTANT hereby agrees to perform for the CITY geotechnical testing services which may include services in all phases of a Project. The scope of work to be

performed through task orders issued under the continuing contract may consist of, but will not necessarily be limited to: soils investigation for design purposes including season and high ground water levels, soil stability, drainage associated with hydrological groundwater modeling, supporting documentation for permitting, and construction administrative support (materials testing). Various geotechnical testing services for City projects; such projects include large and small scale water, sewer, and reclaimed utility projects, road construction and/or rebuild construction, extensions and/or stormwater related projects, and other geotechnical type projects. There may also be a periodic need to conduct Phase 1 environmental reviews and environmental lien searches related to the possible acquisition of real property by the City. A variety of testing and consultative tasks will be required in various combinations depending on the needs of each project, as requested by the CITY, through the issuance of a Services Authorization (Task Order) issued pursuant to this Agreement.

2. CONSULTANT shall perform such services in accordance with the terms and conditions of this Contract and with applicable regulations and requirements of all interested government agencies. It is expressly understood, however, that the CITY shall have no obligation to authorize CONSULTANT to perform any services under this Contract, and may, in its sole discretion, retain other consultants to perform any or all of the services authorized under this Contract.

3. CONSULTANT shall utilize sufficient qualified personnel acceptable to the CITY to perform all services under this contract and any Services Authorization issued hereunder. CONSULTANT shall promptly remove any person from performing services as the CITY shall request in writing (which request may be made by the CITY with or without cause), and promptly replace such person with a person who shall be approved in writing by the CITY. CONSULTANT agrees to include a similar provision in its agreements with any and all Subconsultants.

SECTION II

TERM

1. Continuing Contract. This Agreement shall continue in full force for an initial period of three (3) years, beginning on **August 17, 2021**, with two (2) automatic one-year renewable extensions, for a total of five (5) years. Each one-year renewable term shall automatically be renewable for the next succeeding one-year term with the condition that the CITY'S obligation to pay under this Agreement for each year is contingent upon the CITY in its good faith judgment having sufficient funds to make an annual appropriation for the Services to be provided under this Agreement. The Agreement shall continue in full force and effect from the date first written above or until terminated in accordance with this Agreement. The CITY shall have the option of extending the term an additional one (1) year. The above time periods may be extended to complete Services being rendered under a Project that has already been identified in a Services Authorization issued prior to the expiration of the Agreement.

2. The CITY shall, from time to time at its sole discretion, authorize the CONSULTANT in writing to provide Services under this Agreement by issuing a Services Authorization. A Services Authorization shall, by mutual agreement of the parties, set forth, (1) the Scope of Services, (2) the time for performance, (3) method and amount of compensation, (4) the items to be provided to the CITY, and (5) the services, information and data that can be provided by the CITY to the CONSULTANT.

3. The CITY does not guarantee, warrant, or represent that any number of Projects or any particular type of Project will be assigned to the CONSULTANT under the terms of this Agreement. Furthermore, the purpose of this Agreement is not to authorize a specific Project, but to set forth certain duties, obligations, rights, and responsibilities that may be incorporated by reference into any Services Authorization that may be mutually agreed to by the parties. The

CITY shall have the sole discretion to select the Project(s), if any, that may be given to the CONSULTANT.

4. The CONSULTANT shall perform any and all Services in a timely, efficient and cost-effective manner and in a manner that comports with the standards of geotechnical testing services ordinarily exercised by reputable members of Consultant's profession.

SECTION III

COMPENSATION

1. Method of Payment: For services rendered by CONSULTANT under a Services Authorization, the CITY shall pay CONSULTANT by one of the following methods: (i) a lump sum amount; or (ii) per diem or hourly rates which shall be used as the basis, along with reimbursable expenses, for establishing a guaranteed maximum price ("GMP") which shall not be exceeded. For Services Authorizations issued with a GMP, the CITY shall reimburse CONSULTANT for the cost of permissible out-of-pocket expenses (hereinafter referred to as "Reimbursable Expenses") incurred by CONSULTANT in the performance of services. A Reimbursable Expenses budget, if required, shall be included within each Services Authorization priced on a GMP basis. Reimbursable Expenses means the actual, necessary, and reasonable expenses incurred directly or indirectly in connection with the Project and may include expenses for reproduction, presentation materials and supplies, photography and video, travel outside of Orange and Seminole Counties, postage, overnight or express mail, long distance telephone, and facsimile costs. Travel expenses shall be submitted in accordance with Florida Statute § 112.061 (2008). Travel and per diem charges shall not exceed the limits allowed under applicable Florida Statutes.

2. CONSULTANT shall submit to CITY the invoices of CONSULTANT, in detail sufficient for a proper preaudit and postaudit thereof.

3. CITY shall pay CONSULTANT not later than thirty (30) calendar days of its receipt of CONSULTANT'S invoices, unless, within the 30-day period, the CITY, 1) notifies CONSULTANT of an objection to the PAYMENT amount, and 2) either provides CONSULTANT with a determination of the proper PAYMENT, or requests further information from CONSULTANT so that a proper PAYMENT can be calculated and agreed upon by the parties.

4. The CITY's objection to the PAYMENT amount shall be accompanied by the CITY's remittance of any undisputed portion of the PAYMENT.

5. Upon the termination of this AGREEMENT, CONSULTANT shall prepare a final and complete payment statement for all SERVICES and reimbursable expenses incurred since the posting of the last payment statement, and through the date of termination. CONSULTANT also agrees to maintain, and to cause each of its subcontractors to maintain complete and accurate books and records (BOOKS) in accordance with sound accounting principles and standards, in a form acceptable to the CITY, and relating to all SERVICES and related costs and expenditures to the CITY that have been contracted for and paid during the life of this AGREEMENT. The BOOKS shall identify the SERVICES rendered during each month of this AGREEMENT, the date that each PROJECT expense was incurred, and whether the expense was SERVICE or reimbursable-related.

6. The BOOKS may (but need not) be kept separate and apart from CONSULTANT's other books; but the CITY shall have the right, at any reasonable time and through any of its designated agents or representatives, to inspect and audit the BOOKS for the purpose of verifying the accuracy of any payment statement.

7. CONSULTANT shall retain the BOOKS, and make them available to the CITY as specified above, until the later of five (5) years after the date of termination of this AGREEMENT, or five (5) years from the date of the final payment statement (of the PROJECT)

prepared for the CITY, or such longer time if required by any federal, state, or other governmental law, regulation, policy, or contractual or grant requirement or provision.

8. When the CITY has reasonable grounds for belief (or information to believe) that, 1) CONSULTANT will be unable to perform the SERVICES; or 2) a pending or meritorious claim exists against CONSULTANT or the CITY arising out of CONSULTANT's negligence or CONSULTANT's breach of any provision of this AGREEMENT; then the CITY may withhold a payment otherwise due and payable to CONSULTANT. This provision is intended solely for the benefit of the CITY.

9. The acceptance by CONSULTANT, its successors, or assigns, of any final payment due upon the termination of this AGREEMENT, shall constitute a full and complete release of the CITY from any and all claims, demands, or causes of action whatsoever that CONSULTANT, its successors, or assigns may have against the CITY under the provisions of this AGREEMENT.

SECTION IV

INDEMNIFICATION AND INSURANCE

1. Indemnification. The CONSULTANT shall indemnify, defend and hold harmless the City, its representatives, employees, and elected and appointed officials, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed or utilized by the CONSULTANT in the performance of any professional services rendered under this Agreement or any Services Authorization issued pursuant to this Agreement. For purposes of compliance with Florida law, CONSULTANT acknowledges that this provision shall be deemed a part of the project specifications or the bid documents.

2. Insurance The CONSULTANT shall purchase, maintain, and keep in full force, effect, and good standing, such insurance that is further described below, and any other insurance

necessary to fully protect it from claims of the nature that are detailed below, that may arise out of, or result from, the CONSULTANT's operations, performance, or Services, or all of these things, or any of these things in combination (CONSULTANT's Operations), whether the CONSULTANT's Operations are by the CONSULTANT, any of its agents or Subconsultants, or anyone for whose act or acts it may be liable. The CONSULTANT'S insurance carrier shall be licensed to do business in the State of Florida and shall have an A.M. Best Rating of A or better. The insurance required by this Subsection shall be written for not less than the limits of liability specified below, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the CONSULTANT's obligation under this Agreement.

3. The CONSULTANT shall provide evidence of insurance in the form of a certificate of insurance issued on behalf of the City of Ocoee by companies acceptable to the City at the following minimum limits and coverage's with deductible amounts acceptable to the City. The CONSULTANT shall not commence any work in connection with this contract or any applicable Services Authorization until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the CONSULTANT allow any Sub-consultant to commence work on a subcontract until all similar insurance required of the sub-consultant has been so obtained and approved. Policies shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a rating deemed acceptable to the City. Policies for Workers' Compensation may be issued by companies authorized by applicable Florida law. The following insurance requirements are also applicable:

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

b) Workers' Compensation Insurance: The Consultant shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits of

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

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

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

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

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

g) Owner's Protective Liability Insurance: (Not applicable for Design Services). As applicable for construction projects, providing coverage for the named insured's liability that arises out of operations performed for the named insured by independent consultants and are directly imposed because of the named insured's general supervision of the independent consultant. The Consultant shall procure and furnish

an Owner's Protective Liability Insurance Policy with the following limits: $1,000,000, and per occurrence, $2,000,000. Aggregate and naming the City of Ocoee as the Named Insured.

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

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

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

4. City As Additional Insured. The CITY shall be listed as an additional insured on all insurance coverage required by this Agreement, except Worker's Compensation and Professional Liability errors and omissions insurance. Furthermore, all other insurance policies pertaining to the Services to be performed under this Agreement shall memorialize that the CONSULTANT's, or the CONSULTANT's Subconsultant's, or all of these entities' (Primary Insureds) insurance, shall apply on a primary basis, and that any other insurance maintained by the CITY shall be in excess of and shall not contribute to or be commingled with the Primary Insured's insurance.

5. CITY's Right to Inspect Policies. The CONSULTANT shall, in the event of a material claim, upon thirty (30) days' written request from the CITY, deliver copies to the CITY of any or all insurance policies that are required in this Agreement.

SECTION V

TERMINATION

1. Termination Without Cause. This Agreement may be terminated by either party by delivering a thirty (30) written notice to the other party. In the event of the termination of this Agreement, any liability of one party to the other arising out of any Services rendered, or any act or event occurring prior to the termination, shall not be deemed to be terminated or released. The CONSULTANT shall be paid for Services completed prior to receipt of the termination notice and for reasonable termination settlement costs relating to commitments which had become firm prior to the termination; however, payment to the CONSULTANT will exclude any and all anticipated supplemental costs, administrative expenses, overhead and profit on uncompleted Services.

2. Termination for Cause. In addition to any other termination provisions that may be provided in this Agreement, the CITY may terminate this Agreement, or any Services Authorization issued under this Agreement, in whole or in part, if the CONSULTANT (1) makes a willfully false payment statement; (2) substantially fails to perform any material obligation under this Agreement or Services Authorization and does not remedy the failure within five (5) calendar days after receipt by the CONSULTANT of written demand by the CITY, or (3) refuses to allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from § 24(a) of Article I of the State Constitution and Florida Statutes § 119.07(1). The CONSULTANT may terminate this Agreement or any Services Authorization issued under this Agreement, if the CITY fails to perform any material obligation under this Agreement, and does not remedy the failure within

fifteen (15) calendar days after receipt by the CITY of written demand from the CONSULTANT.

3. Upon termination of this Agreement for Cause by the CITY, the City may pay the CONSULTANT for those Services actually rendered and contracted for under a Services Authorization, and those reasonable and provable expenses required by any Services Authorization and actually incurred by the CONSULTANT for Services prior to the effective date of termination. Such payments, however, shall be, 1) reduced by an amount equal to any additional costs and damages incurred by the CITY as a result of the default(s) of the CONSULTANT, including all incidental and consequential fees and expenses.

4. Delivery of Materials Upon Termination. In the event of termination of this Agreement (or any Services Authorization) by the CITY, prior to the CONSULTANT's satisfactory completion of all the Services described or alluded to herein, the CONSULTANT shall promptly furnish the CITY, at no additional cost or expense, with one (1) copy of the following items (Documents), any or all of which may have been produced prior to and including the date of termination: data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by the CONSULTANT, or by any Subconsultant, in rendering the Services described herein, and not previously furnished to the CITY by the CONSULTANT pursuant to this Agreement, or any Services Authorization. The Documents shall be the sole property of the CITY, and the CITY shall be vested with all rights provided therein of whatever kind and however created. The CONSULTANT shall also require that all such Subconsultants agree in writing to be bound by the provisions of this Subsection.

SECTION VI

SUSPENSION

The CITY has the right to suspend the CONSULTANT's Services (in whole or in part) rendered under this Agreement or any Services Authorization. However, if the CITY suspends the CONSULTANT's Services pursuant to any Services Authorization, the CITY will add to the period of service for such Services Authorization a period not less than the duration of such suspension and compensate the CONSULTANT for the reasonable and provable additional costs it has incurred as a direct and proximate result of such suspension.

SECTION VII

NOTICES

1. All notices denominated as such by this Agreement, or the City Code, or Florida law, required to be given to the CONSULTANT hereunder shall be in writing, and shall be given by hand-delivery or United States mail, postage prepaid, addressed to:

GEOTECHNICAL AND ENVIRONMENTAL
CONSULTANTS, INC.
919 Lake Baldwin Lane
Orlando, FL 32814
Attention: RACHEL F. ANDRÉ

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, City Engineer.

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 geotechnical testing 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.

(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.

ATTEST:

_____

Name:_____

ACCEPTED:
GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.

By:_____
Name: RACHEL F. ANDRE
Title: PRESIDENT

(SEAL)

ATTEST:

_____
Name: Melanie Sibbitt
Title: City Clerk

APPROVED:

CITY OF OCOEE, FLORIDA

By:_____
Name: Rusty Johnson
Title: Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA APPROVED AS TO FORM AND LEGALITY this 11th day of Aug, 2021

SHUFFIELD, LOWMAN & WILSON, P.A.

BY: _____
Scott A. Cookson, City Attorney

APPROVED BY THE OCOEE CITY COMMISSION AT A MEETING HELD ON July 20, 2021
UNDER AGENDA ITEM NO. 8.

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:_____
Title:_____

CONSULTANT:
GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.

BY:_____
Print Name: RACHEL F. ANDRE
Title: PRESIDENT

STATE OF FLORIDA }

COUNTY OF Orange }

PERSONALLY APPEARED before me, the undersigned authority, Rachel F. Andre, [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 5th day of August, 2021

_____
NOTARY PUBLIC

Print Name: Norma Morales
My Commission Expires: 01/24/25

NORMA I. MORALES
MY COMMISSION # HH 077756
EXPIRES: January 24, 2025
Bonded Thru Notary Public Underwriters

EXHIBIT A

RFQ #21-005 CONTINUING CONTRACTS FOR GEOTECHNICAL TESTING SERVICES

CITY OF OCOEE

REQUEST FOR QUALIFICATIONS (RFQ) #21-005

CONTINUING CONTRACTS FOR GEOTECHNICAL TESTING SERVICES

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FOR
RFQ #21-005
CONTINUING CONTRACTS FOR GEOTECHNICAL TESTING SERVICES

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Request for Qualifications, Legal Advertisement

The City of Ocoee, Florida, (the "City") is soliciting sealed statements of qualifications for **RFQ #21-005 CONTINUING CONTRACTS FOR GEOTECHNICAL TESTING SERVICES.** Qualification packages will only be accepted electronically through Negometrix4, a free e-Procurement platform, **until 2:00 pm, local time, on May 4, 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@ci.ocoee.fl.us. 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 April 4, 2021.

CITY OF OCOEE
REQUEST FOR QUALIFICATIONS "RFQ" #21-005
CONTINUING CONTRACTS FOR GEOTECHNICAL TESTING 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 qualification from geotechnical testing firms that are interested in providing such services for City projects. Such projects include large- and small-scale water, sewer, and reclaimed utility projects, road construction and/or rebuild construction, extensions and/or stormwater related projects, and other geotechnical type projects. There may also be a periodic need to conduct Phase 1 environmental reviews and environmental lien searches related to the possible acquisition of real property by the City. A variety of testing and consultative tasks will be required in various combinations depending on the needs of each project.

   Responding firms (Respondent, Firms, Bidder, Proposer) must be experienced in providing geotechnical testing services for projects of a scope and nature comparable to those described. Use of qualified subconsultants for specialty work is acceptable. To be considered, the firm shall be qualified by a licensed professional in accordance with Florida State law and be familiar with all applicable State of Florida, St. Johns River Water Management District, Orange County, and City land development codes, regulations, and laws, and with City and Orange County construction standards.

   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. Geotechnical Testing 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 to at least three (3) Respondents, if possible, deemed to be the most highly qualified to perform the required services. In determining whether a firm or individual is qualified, the City shall consider criteria set forth in the RFQ. The firm selected by the City will provide professional services to the City on an as-needed basis, based upon task orders to be issued by the City under the continuing contract. The continuing contract shall have an initial three (3) year period plus two automatic one-year renewable extensions, and one (1) year optional renewal at the City's discretion.

3. Prospective respondents may secure a free copy of the documents required for submitting a response through Negometrix's Negometrix4 platform by accessing the City's published solicitation page at https://app.negometrix.com/buyer/748. Please visit https://www.ocoee.org/323/Purchasing for more information. Prospective respondents will be provided with all information regarding this RFQ, addenda, and changes to the project requirements through the Negometrix4 platform. Partial sets of the documents required for submitting a statement of qualifications will not be issued. By using Negometrix, prospective respondents will be provided with all information

regarding this RFQ, all addendums and changes to the project requirements; there is no charge to use the Negometrix e-procurement platform.

4. Each qualification package should consist minimally of a cover letter, statement of qualifications, conflict of interest disclosure form and company information form (attached at the end of these instructions). Please also include a copy of all applicable licenses held by firms or key subconsultants proposing to perform the work. Statements of qualifications should be limited to a total of **forty (40) 8.5"x 11" pages** (including any resumes and maximum 2-page cover letter but excluding front and back covers, dividers, table of contents, and company information form), single-sided, portrait orientation, 12-point font. Additional submission instructions are supplied below in Section D. Any qualifications package failing to conform to these specifications may be subject to rejection. **The person signing the signature sheet on behalf of the respondent must have the legal authority to bind the respondent to the submitted qualification package and shall be understood to do so.** All expenses for providing qualification packages to the City shall be borne by the respondent.

5. The City utilizes Negometrix, an e-procurement platform, Negometrix4 version. The City is **ONLY** accepting electronic solicitation responses online through the City's Negometrix4 platform at https://app.negometrix.com/buyer/748. This link can also be accessed through the City's website at https://www.ocoee.org/323/Purchasing under the ***Current Open Solicitations*** menu. All responses for this bid **MUST** be submitted through the Negometrix4 platform. Bid/RFP/RFQ submissions received in any other format will not be accepted; no paper, fax, or e-mailed submissions will be accepted. **There is no charge to use the Negometrix electronic bid submission platform**.

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

   Once your company is registered with Negometrix, you will be able to submit your bid/proposal/qualification statement securely, any time before the bid deadline, at https://app.negometrix.com/buyer/748 by clicking the PARTICIPATE BUTTON under the solicitation. Qualification Statements submitted on Negometrix4 will remain locked and inaccessible by City staff until the bid deadline. Respondents are encouraged to allow ample time to upload and submit your Response as the system will automatically lock responses upon the bid deadline. A virtual public RFQ opening will be held on the date and time indicated below. Details on how to access the virtual bid opening will be located on the City's website at https://www.ocoee.org/959/Public-Bid-Meetings.

6. Respondents shall submit one (1) complete electronic copy, preferably in a single file, of their qualifications package on the Negometrix4 platform. Qualification packages must be received by Negometrix4 no later than **2:00 p.m. (local time) on May 4, 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@ci.ocoee.fl.us. Deadline for receipt of written inquiries will be **April 27, 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 amount of $1 million on 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.

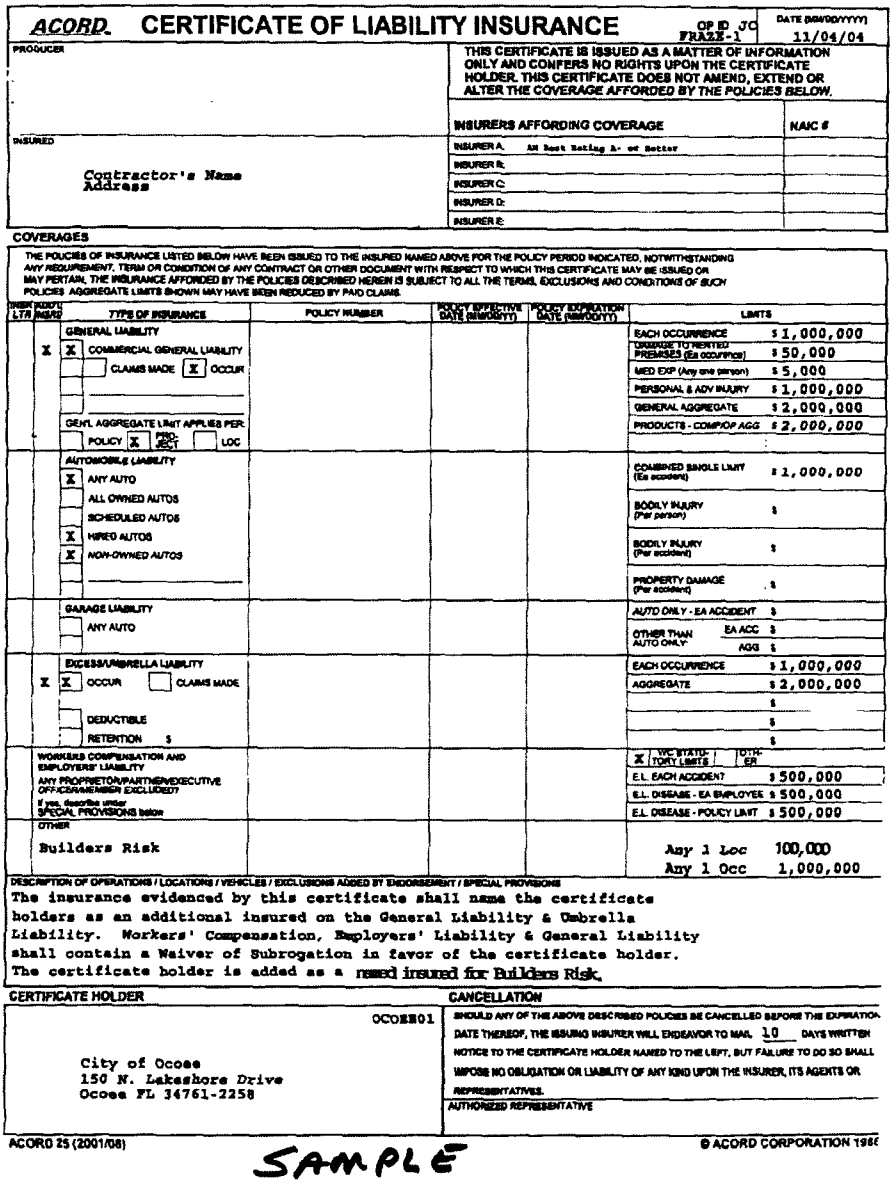
7. Owner's Protective Liability Insurance: (Not applicable for Design Services). As applicable for construction projects, providing coverage for the named insured's liability that arises out of operations performed for the named insured by independent consultants and are directly imposed because of the 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: A+ 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				
	X	HIRED AUTOS				BODILY INJURY (Per accident) $
	X	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) $
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT $
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC $ / AGG $
		EXCESS/UMBRELLA LIABILITY				
X	X	OCCUR [ ] CLAIMS MADE				EACH OCCURRENCE $1,000,000
						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 City of Ocoee, Florida (City), in conformance with its policies and procedures, is soliciting statements of qualification from geotechnical testing firms that are interested in providing such services for City projects. Such projects include large- and small-scale water, sewer, and reclaimed utility projects, road construction and/or rebuild construction, extensions and/or stormwater related projects, and other geotechnical type projects. There may also be a periodic need to conduct Phase 1 environmental reviews and environmental lien searches related to the possible acquisition of real property by the City. A variety of testing and consultative tasks will be required in various combinations depending on the needs of each project.

Each firm proposing to provide geotechnical testing services to the City shall provide a complete list of all such services normally available from that firm. Work will be requested through a task work order to which the firm will provide a price proposal. The City may reject or accept the statement of qualifications, request additional information, or negotiate a different mix of services and/or prices. Once an agreement is reached, the work will be authorized through a City purchase order. The task work order will be used to determine the expected quantity and nature of the services required for the covered project(s). The purchase order will authorize a specified maximum cost for services to be provided. Project conditions may alter the number and nature of tests and services provided over the course of the work, so long as the maximum budget authorized is not exceeded.

The City intends to award continuing contracts to no fewer than three (3) firms, if possible, deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the City shall consider criteria set forth in the RFQ. The continuing contract shall have an initial three (3) year period plus two automatic one-year renewable extensions, and a one (1) year optional renewal at the City's discretion.

The following list is a representative sample of the tasks to be procured, as needed, for City projects:

Roadway-related Services:

1. Stabilized subgrade in-place density test
2. Stabilized subgrade depth verification test
3. Stabilized subgrade strength verification test (Limerock Bearing Ratio)
4. Limerock in-place density test
5. Limerock depth verification test
6. Limerock modified proctor test
7. Soil cement testing, crushed concrete for base
8. Asphaltic concrete extraction & gradation test, per day
9. Mobilization of equipment
10. Asphalt core testing for depth & density w/patching of core hole, per core
11. Laboratory test of asphalt cores for density

Utility-related Services:

1. Pipe in-place density tests (typically 1 test per 300 ft. of pipe for every 1 ft. of backfill)
2. Structure in-place density test (typically 1 test per structure per 1 ft. of backfill)
3. Modified proctor test

Building-related Services:

1. Footing foundation soil density test
2. Concrete slump test
3. Soil bearing test

Miscellaneous Services:

1. Phase 1 environmental review
2. Environmental lien search
3. Engineering technician, per hour
2. Engineer review, per hour
3. Engineering review and administrative overhead, as a percent of the total task
4. Other service not explicitly listed above but customarily provided by the firm as part of its geotechnical testing services

The list given above is representative but not complete. Interested firms must be experienced in providing services for projects of a scope and nature comparable to those described. Use of qualified sub-consultants for specialty work is acceptable. To be considered, the firm shall be a licensed to do business of this type 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.

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 shall provide information relative to their ability to provide services that will best meet the needs of the City.

The City of Ocoee requires comprehensive responses to every section within this RFQ. To facilitate the review of the responses, firms should follow the described response format. The intent of the RFQ format requirements is to expedite review and evaluation. It is not the intent to constrain firms with regard to content, but to assure that the specific requirements set forth in this RFQ are addressed in a uniform manner amenable to review and evaluation. In order to simplify the review process and obtain the maximum degree of comparison, the Respondent should use the following format in responding to the RFQ and missing material may cause your submission to be evaluated accordingly:

I. Firm's Qualifications

- Firm's and key employee's certifications and licenses with regulatory agencies, professional organizations, etc.

- List firm's key sub-consultants, their qualifications, and their role in providing these services, if applicable.
- List of firms' other current or recently completed similar services within the past two (2) years with other public or private agencies.
- List of at least three (3) client references to include organization name, contact person, telephone number (s), and e-mail address.
- Firm's project organization and coordination structure
- Firm's understanding of the services requested and how the firm would accomplish the work

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

- List the location of all offices (firm and key sub-consultants) involved with this project and approximate distance (in miles) and time (in hours) to City Hall.
- Conflict of Interest Disclosure p. 18
- Receipt of any addenda issued. p. 19
- Summary of Litigation, if none please so state. 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
- Company Information/Signature Sheet p. 20.

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
37 days later	Qualification statements distributed to selection committee
45-60 days later	Selection 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.

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. Experience of the firm and key personnel • Past Performance and Experience of the Firm • Past Performance and Experience of the Team Members • Past Performance and Experience with or in the City • Overall Experience • Affect of Legal Action Against the Firm • References, Licenses with Regulatory agencies • Firm's project organization and coordination structure	**50**
2. Ability to Meet Time and Budget Requirements • Current and Projected Workloads of the Firm	**25**
3. Project Approach • Briefly describe your Firm's understanding of the services requested and how the firm would accomplish the work.	**15**
4. Office Location • Location of the Firm 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**
	100

G. WORK ASSIGNMENT PROCEDURES

Firm(s) selected by the City will provide professional Geotechnical Testing 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.

Invoicing for completed work or progress billing shall be submitted to the requesting Utilities Department for processing and submission for payment by the Finance Department with a copy to:

Finance Department
Accounts Payable
City of Ocoee
150 N. Lakeshore Drive
Ocoee, Florida 34761

H. 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 #21-005

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

_____
COMPANY NAME

_____
TELEPHONE (INCLUDE AREA CODE)

_____
FAX (INCLUDE AREA CODE)

_____
E-MAIL ADDRESS

_____
AUTHORIZED SIGNATURE (manual)

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

_____
NAME/TITLE (PLEASE PRINT)

_____

_____
STREET ADDRESS

_____

_____
CITY STATE ZIP

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

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____day of _____, 20____.

Personally Known_____ or

Produced Identification_____

_____
(Type of Identification)

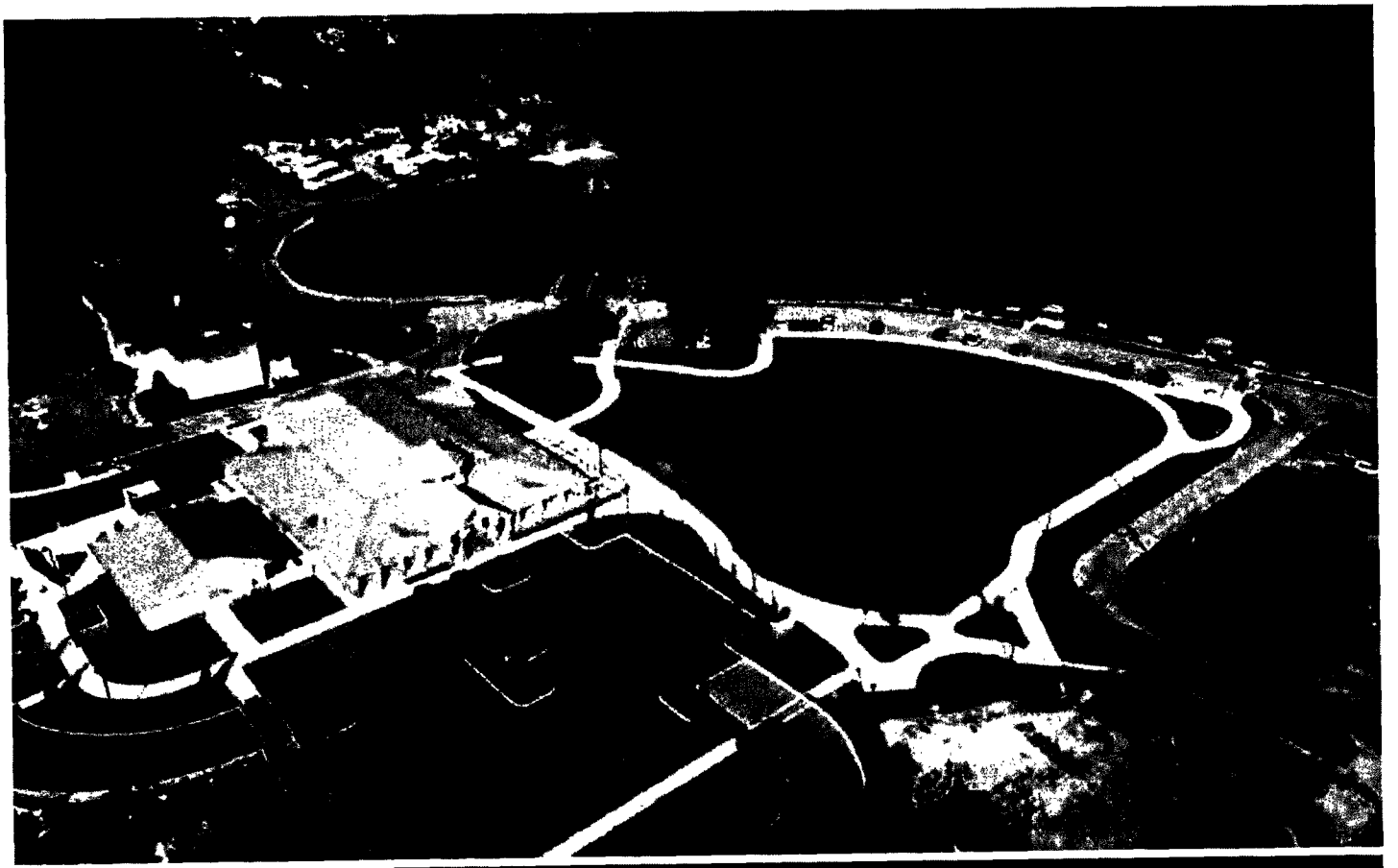
Notary Public - State of _____
County of _____

_____
Signature of Notary Public

_____
Printed, typed or stamped
Commissioned name of Notary Public

EXHIBIT B

CONSULTANT'S QUALIFICATION PACKAGE RESPONSE TO RFQ #21-005



PROPOSAL FOR:

City of Ocoee (RFQ) #21-005
Continuing Contracts for Geotechnical Testing Services

Prepared for:

ocoee

Prepared by:

GEC 30 Years!

Geotechnical and Environmental Consultants, Inc.

Geotechnical and Environmental Consultants, Inc. | 919 Lake Baldwin Lane, Orlando, Florida 32814 | 407-898-1818 | www.gecfla.com

Geotechnical and Environmental Consultants, Inc.

May 4, 2021

Ms. Vanessa Anthony
Purchasing Technician
City of Ocoee
150 N. Lakeshore Drive
Ocoee, Florida 34761

Subject: **Cover Letter**
Request for Qualifications (RFQ) #21-005
Continuing Contracts for Geotechnical Testing Services

Dear Ms. Anthony:

Geotechnical and Environmental Consultants, Inc. (GEC) is pleased to submit this Qualifications Package for RFQ # 21-005 to provide Geotechnical Testing Services to the City of Ocoee (City). We understand the City will assign work orders under this contract to obtain geotechnical support for large- to small-scale public infrastructure projects. The City may also need Phase I and Phase II Environmental Site Assessments (ESA) to facilitate real estate acquisitions. GEC carries the required insurance coverages outlined in RFQ Section B.

The RFQ states the Qualifications Package should portray how the respondent's services can best match the knowledge, skills and abilities suggested by the anticipated Scope of Services. Our summary of how GEC meets these requirements and will exceed your expectations for performance is presented in the following sections.

Knowledge

GEC has provided engineering consulting services to public and private sector clients throughout Central Florida for the past 30 years. We have been proud to serve the City of Ocoee under a continuing contract since 2015. Our service areas include geotechnical engineering, construction materials testing and inspection, and environmental consulting (Phase I/Phase II ESA). Our public sector clients also include the cities of St. Cloud, Kissimmee, Winter Garden, Altamonte Springs, and Orlando; Osceola, Orange and Seminole Counties; the School Districts of Orange, Osceola and Seminole Counties; the Florida Department of Transportation, the Central Florida Expressway Authority, the Greater Orlando Aviation Authority, and Lynx. Our broad company experience, and the local experience of our engineers, geologists and technicians, provides GEC with the knowledge required for the type of engineering services you will assign under this contract.

Skills

GEC was founded in 1991 with the intent to serve our friends and our community in Central Florida. GEC has 39 employees, with a professional staff of 15 engineers, project managers and geologists, and 17 engineering technicians. GEC has worked on hundreds of small to large infrastructure projects in Central Florida. We are also one of the leading firms in Florida providing Ground Penetrating Radar (GPR) services. We encourage you to check with our references for an independent evaluation of our skills.

GEC believes our RoadScan GPR system could be of tremendous value to the city. This relatively new technology can aid the City in the life cycle cost analysis of one of your most important assets, the City's asphalt pavement network. This technology rapidly and safely evaluates asphalt thicknesses and sources of pavement distress. GEC would love to provide this unique service to the City!

Ability

GEC has taken a measured approach with continuing service contracts. We limit our contracts to key municipalities and counties within the immediate Central Florida region who can best be served from our office/laboratory locations in Orlando and Kissimmee. Both of our laboratories are accredited by the Construction Materials Engineering Council (CMEC) and are qualified by the Florida Department of Transportation (FDOT). In addition, our Engineering Technicians hold 41 certifications and qualifications for construction materials testing.

Commitment

GEC's mission is to be the premier geotechnical and materials testing firm in Central Florida – not the largest. The Principals of GEC spend their time and energy helping local clients like the City make your projects successful. Our emphasis on serving the City means you will have our full attention, all of the time. We back up that claim through our actions; four of the five GEC Owners will serve in key roles for this contract. Our commitment to the City includes designating Daniel C. Stanfill, P.E., GEC Senior Vice President, as Contract Manager.

We would welcome the opportunity to continue working with the City in achieving its goals. Our team has the experience, flexibility, and availability to serve the City's construction materials testing, geotechnical engineering and environmental consulting needs in a responsive and cost-effective manner.

Sincerely,

GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.

Daniel C. Stanfill, P.E.
Sr. Vice President
Contract Manager

Rachel F. Andre, P.E.
President
Principal In Charge

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Tab I.
Firm's Qualifications

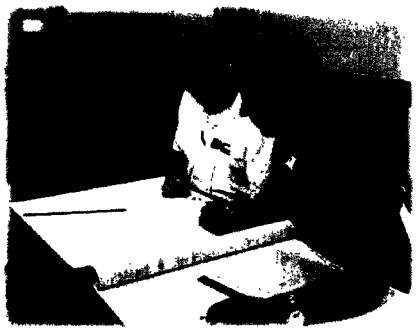
a. Firm's and Key Employees' Certifications and Registrations

a. Firm & Key Staff Qualifications

florida

This section presents GEC's key personnel and summarizes their qualifications and experience to serve on this contract. Our resumes for the GEC key staff are included after this summary.

GEC has developed a straightforward organizational structure and management process to ensure easy communication of project information, project coordination and accountability for meeting project goals with regard to technical issues, schedule and cost. Our contract organizational structure provides our most experienced personnel to lead task assignments from the City of Ocoee under this contract, with direct involvement of the GEC owners in the day to day performance of our services. The following GEC professionals will be the key personnel assigned to this contract:



Daniel Stanfill, P.E., Contract Manager. Dan has 37 years of experience as a practicing geotechnical engineer in the State of Florida. Dan has managed numerous continuing geotechnical and construction materials testing contracts during his career and also serves as GEC's Senior Vice President. Contracts that Dan has managed include City of Orlando, Florida Department of Transportation, Toho Water Authority, Polk County and Orange County Public Schools (OCPS), to name a few. His wide-ranging knowledge of geotechnical, construction and environmental issues makes him ideally suited to serve as Contract Manager for this contract.

Gene Williford, P.E., Deputy Contract Manager. Gene has 15 years of experience in geotechnical engineering in Central Florida. Gene has worked on several projects for the City of Ocoee including the geotechnical design and construction of the Ocoee Downtown Lift Station #66 Project. Gene also serves as Deputy Contract Manager for Dan on GEC's City of Oviedo Continuing Geotechnical Services Contract. When Dan is unavailable, Gene will serve as secondary contact for the City to allow for continuous communication in his absence.

Gary Kuhns, P.E., Quality Control Manager. Gary has 39 years of experience, is a founding Principal of GEC and serves as our Chief Engineer and past President. Gary has managed numerous continuing services contracts for the City of Orlando, the Florida Department of Transportation, Osceola County and other public agencies. Gary has served as geotechnical engineer of record on many infrastructure projects, from the very small to the very large over the past 39 years. Gary will be available to the City of Ocoee for technical consultation and to address any unique or unusual situations that may arise during the course of the contract.

Chris Meyer, P.E., Geotechnical Services Task Manager. Chris has 30 years of experience and is a Vice President of GEC. For 30 years Chris has worked on public and private sector projects throughout Central Florida. He has extensive experience on transportation, facilities and utilities projects and currently serves as GEC's Geotechnical Task Manager for our City of Orlando Continuing Geotechnical Services Contract.

Chris will oversee all geotechnical tasks assigned under this contract from the proposal to the reporting stage. Chris has been the Geotechnical Engineer of Record on numerous municipality projects.

Richard McCormick, P.G., Environmental Services Task Manager. Richard has been working for 29 years as an Environmental Geologist. He is GEC's Environmental Department Manager and a GEC Owner as well. Richard has extensive experience providing Phase I and Phase II Environmental Site Assessments for public sector clients in Central Florida. Richard will oversee all environmental tasks assigned under this contract including proposal preparation, public records review, field reconnaissance, field sampling and laboratory testing (if needed) and reporting.

Stephen Cook, Construction Services Task Manager. Steve is GEC's Construction Services Operations Manager with 30 years of experience and has been a GEC employee for 28 years. Steve works closely with Dan and Gene on Construction Materials Testing projects and has been Project Manager on many roadway, utility and building construction projects. Steve is very detail-oriented and will oversee preparation of materials testing proposals, test reports and invoices. Steve will also manage the services of our subconsultant.

Scott Robinson, Construction Services Lab Manager and Dispatcher. Scott Robinson has 23 years of construction materials testing and inspection experience throughout Florida. Scott has extensive experience in the field and laboratory testing of soil, asphalt, soil-cement, limerock and concrete and maintains the necessary Construction Training & Qualification Program (CTQP) and American Concrete Institute (ACI) certifications to perform these tests. Scott's construction inspection experience includes pressure grouting, demucking, soil backfilling, compaction operations, geotextile installation and surcharge construction.

Tim Robinson, Geotechnical and Environmental Services Lab Manager and Dispatcher. Tim Robinson has 21 years of experience as a geotechnical and construction materials testing technician. He has received extensive CTQP and ACI training for field and laboratory testing. His qualifications include pile driving inspection, ground penetrating radar (GPR) operator, field classification of soil, supervision of geotechnical drilling crews, and geotechnical /construction materials tests in the field and laboratory.

Subconsultant. The GEC team includes Blue Marlin Engineering (BME) to provide additional construction materials testing resources to the City. BME is a Minority Business Enterprise (MBE) located in Orlando, Florida. We understand that MWBE points will not be awarded for utilization of MWBE subconsultants on this contract and GEC can perform all of the services included in the RFQ in-house. However, BME is a partner on many of GEC's continuing municipal contracts, including our current contract with the City of Ocoee, and we value the knowledge, skills and ability they bring to our team. **Ozzie Plaza, P.E., President** of Blue Marlin will coordinate with Steve Cook on construction services assignments.

Field and Laboratory Technicians. In addition to our key personnel, the GEC team of 17 engineering technicians is the core of our field and laboratory services. GEC's field and laboratory technicians

participate in monthly health and safety training and maintain numerous certifications to better serve our clients. The following certifications in geotechnical, materials testing and contamination assessment services are maintained by the GEC staff:

- Orlando Laboratory – CMEC & FDOT Certified
- 40-Hour OSHA HAZWOPER and Annual 8-Hour Refresher
- ACI Concrete Field Technician
- ACI Concrete Strength Testing Technician
- ACI Aggregate Testing Technician – Level 1
- ACI/CTQP Aggregate Base Testing Technician
- ACI/CTQP Concrete Laboratory Testing Technician – Level 1
- Annual Training for Portable Nuclear Gauges & Nuclear Gauge Safety & Hazmat Certification
- CTQP Asphalt Paving
- CTQP Asphalt Plant Technician – Level 1
- CTQP Earthwork Construction Inspection – Level 1 & 2
- CTQP LBR Technician
- CTQP Pile Driving Inspector
- FDOT Pile Driving and Drilled Shaft Inspection
- Ground Penetrating Radar StructureScan/RoadScan Operator
- Maintenance of Traffic (MOT) Intermediate Course
- QC Manager
- Qualified Sampler Technician
- RADAN 7 GPR Processing Certification
- Radiation Safety Officer
- LPS Training 8-Hour
- Florida Stormwater, Erosion & Sedimentation Control Certification

Daniel C. Stanfill, P.E.

Contract Manager

Geotechnical and Environmental Consultants, Inc.

EXPERTISE:
Geotechnical Engineering

YEARS OF EXPERIENCE:
37 years of experience
17 years with GEC

EDUCATION:
Bachelor of Science | 1980 | Business Administration | University of Florida

Bachelor of Science | 1984 | Civil Engineering | University of Florida

LICENSES:
Florida Licensed Professional Engineer
FL No. 42763

PROFESSIONAL ORGANIZATIONS:
Past President, East Central Florida Branch, American Society of Civil Engineers

Past Chairman, Florida Geotechnical and Material Engineers Council

Florida Engineering Society

American Society of Civil Engineers Geo-Institute

ASHE Member

Mr. Stanfill has 37 years of experience in geotechnical engineering throughout Florida. Mr. Stanfill has performed extensive service on major transportation design projects for the Florida Department of Transportation (FDOT), the Central Florida Expressway Authority (CFX), City of Orlando, Lake, Seminole, and Orange Counties. He has managed numerous Districtwide and continuing services contracts in the Central Florida area.

Laureate Park Neighborhood Center Phase 3, Orlando, Florida. Sr. Project Manager for the construction materials testing services for the new phase of the Laureate Park subdivision.

City of Longwood Reiter Park, Longwood, Florida. Senior Geotechnical Engineer for the investigation of subsurface conditions of a paved parking lot, restroom building, several pavilions, splash pad, pedestrian foot bridges, expanded stormwater pond, boardwalk, amphitheater, and numerous connected walking paths. Organic soils (muck) were encountered and required special site preparation procedures and moving the amphitheater building. A preload of deep organic soils that could not be removed was also required.

City of Kissimmee Continuing Services Contract for Geotechnical Engineering, Environmental and Materials Testing Consulting Services. Contract Manager for the Construction Materials Testing Services portion of this continuing contract which includes roadways, structures and utilities.

Toho Water Authority Continuing Services for Geotechnical Engineering and Construction Materials Testing Services Contract Manager, Osceola County. Florida. GEC was awarded the Number One Ranking among candidate firms to serve TOHO Water Authority for on call assignments. Dan is the Contract Manager for services including utilities design for force mains, lift stations, distribution systems and water/wastewater treatment plant design in Osceola County.

Osceola County Continuing Services Contract for Geotechnical Engineering, Environmental and Construction Materials Testing Services. Contract Manager for this continuing services contract providing specialized engineering support for Osceola County and City of Kissimmee projects including buildings, roadways, utilities, trails, parks, drainage systems and bridges.

School District of Osceola Continuing Services Contract for Geotechnical Engineering and Construction Materials Testing Services, Osceola County, Florida. Contract Manager for the SDOC's continuing services contract that includes projects such as St. Cloud High School Major Renovations, Gateway High School Cafeteria, Poinciana High School Black Box Theater and Celebration High School Drainage Improvements.

Gary L. Kuhns, P.E.

Quality Control Manager

Geotechnical and Environmental Consultants, Inc.

EXPERTISE:
Geotechnical Engineering
Deep Foundations
Ground Penetrating Radar
Hydrogeologic Modeling
Sinkhole Stabilization

YEARS OF EXPERIENCE:
39 years of experience
30 years with GEC

EDUCATION:
Master of Science
1983 | Civil Engineering
University of Central Florida

Bachelor of Science
1982 | Civil Engineering
University of Central Florida

LICENSES:
Florida Licensed Professional Engineer
FL No. 38704

PROFESSIONAL ORGANIZATIONS:
Past President, ASCE East Central Florida Branch

Past Chairman, ACEC-FL Geotechnical and Materials Engineers Council (GMEC)

Treasurer, ASHE Central Florida Section

Florida Engineering Society

ASCE Geo-Institute

Former Adjunct Instructor of Geotechnical Engineering, UCF

Founding GEC Principal

Gary Kuhns has 39 years of experience as a Geotechnical Engineer in Central Florida. Gary has provided geotechnical engineering services on major transportation design and design-build projects for the Florida Department of Transportation (FDOT), Florida Turnpike Enterprise (FTE) the Central Florida Expressway Authority (CFX), and Orange, Seminole and Osceola Counties. Gary's other areas of specialized practice include deep foundation design, ground penetrating radar studies, sinkhole stabilization and hydrogeologic modeling.

City of Oviedo Regional Stormwater Pond, Oviedo, Florida. Quality Control Reviewer for the geotechnical engineering and contamination assessment services to support design of the 4-acre wet detention stormwater pond and a 600-foot long double 10-ft wide by 4-ft high concrete box culvert to be constructed in place of the existing canal along the east side of the site. Geotechnical analyses included deep muck removal recommendations, global stability analyses of the pond side slopes and berms, and berm seepage calculations.

City of Orlando Continuing Geotechnical and Materials Testing Services Continuing Contracts. QA/QC Manager for the current City of Orlando continuing services contract that has included Randal Park Phase 2, Storey Park Phase 1, Lake Nona South Laureate Park Residential Phase 5B, Publix Distribution at Hazeltine Drive and Baldwin Cove.

City of St. Cloud Geotechnical Engineering Continuing Services Contract, Osceola County, Florida. Contract Manager for the continuing services contract that has included the Parks Beautification Storage Facility Building, St. Cloud City Hall, and the St. Cloud Police Training Facility.

City of Kissimmee Continuing Services Contract for Geotechnical Engineering, Environmental and Materials Testing Consulting Services. QA/QC Manager for the current contract, which includes roadway, structures and utility projects.

City of St. Cloud City Hall, St. Cloud, Florida. Geotechnical Engineer for design and construction of two 3-story public administration buildings occupying a combined area of 18,000 sq. ft. and associated paved parking areas.

Lake Bellalago Stormwater Irrigation Withdrawal System, Osceola County, Florida. Geotechnical Engineer for hydrogeologic modeling using Groundwater Vistas/MODFLOW to evaluate the impact of irrigation withdrawals from the lake on the surrounding groundwater table and wetlands. The project was successfully permitted with the South Florida Water Management District.

Delaney Avenue and Church Street Pavement Renovations, Orlando, Florida. Geotechnical Engineer for the GPR study to evaluate the extent of asphalt-covered brick pavement and provide quantity estimates for the brick-paved roadway renovations.

Christopher P. Meyer, P.E.

Geotechnical Services Task Manager

Geotechnical and Environmental Consultants, Inc.

EXPERTISE:
Geotechnical Engineering

YEARS OF EXPERIENCE:
30 years of experience
18 years with GEC

EDUCATION:
Master of Science | 1994
Civil Engineering
University of Florida

Bachelor of Science | 1991
Civil Engineering
University of Florida

LICENSES:
Florida Licensed
Professional Engineer
FL No. 49328

PROFESSIONAL ORGANIZATIONS:
American Society of Civil Engineering (ASCE)

ASCE Education Committee

ASCE Geo-Institute

Florida Engineering Society (FES)

Florida Institute of Consulting Engineers (FICE) Transportation Committee & DBE Subcommittee

American Society of Highway Engineers (ASHE)

Chris Meyer has 30 years of experience in geotechnical engineering in the Central Florida area. Chris has performed extensive geotechnical engineering services for infrastructure-related public works projects for LYNX Central Florida Regional Transportation Authority, Central Florida Expressway Authority (CFX), Florida Department of Transportation (FDOT) and many Cities and Counties. Chris has managed numerous geotechnical investigations for private commercial developments, stormwater drainage projects and distressed structures due to potential sinkhole activity.

Schofield Road Extension, Orange and Lake County, Florida. Senior Geotechnical Engineer for the 5 mile extension to connect US 27 to the existing paved section of Schofield Rd. Plans included construction of approx. 0.6 miles of paved 4-lane roadway, 5.4 miles of 2-lane roadway and roadside swales along the majority of the alignment.

City of Windermere Park Avenue Turn Lane Improvements and Project #2 Multi-Use Trail, Windermere, Florida. Senior Geotechnical Engineer for the Park Avenue roadway improvements that included the addition of multiple turn lanes, pavement assessment for milling and resurfacing and 2 separate 1,200-foot sections of proposed paved multi-use trail.

Greater Hills Water Mains & Water Treatment Plant Improvements, Clermont, Florida. Project Manager for geotechnical investigation in support of a water treatment plant build-out. GEC explored subsurface conditions at four subject sites.

Shingle Creek Shoal Disposal, Osceola County, Florida. Senior Geotechnical Engineer for the shoal disposal area as part of the due diligence process prior to excavation and disposal of the shoal at the mouth of Shingle Creek.

City of Clermont Sunburst Lane WTP Expansion, Clermont, Florida. Senior Geotechnical Engineer for the investigation in support of a water treatment plant expansion.

Maitland Town Center Redevelopment Phase 1, Maitland, Florida. Senior geotechnical engineer for the geotechnical investigation of the Phase 1 project elements of the redevelopment of a 4-square-block developed area of Downtown Maitland. The Phase 1 site development plans included a 3-story Public Safety Building, 5-story North Garage, infrastructure for the north half of the site (lift station, pipelines, roadways), mast arm signal poles and a 3-story City Hall Building.

Lake Eustis Lakeshore Drive Improvements, Lake County, Florida. Senior Geotechnical Engineer for the geotechnical services for new stormwater pipes, lakeshore erosion control and pavement cores.

Stephen L. Cook

Construction Services Task Manager

Geotechnical and Environmental Consultants, Inc.

EXPERTISE:
Construction Materials Testing

Project Management

Subsurface Investigation

Pavement Construction Surveys

YEARS OF EXPERIENCE:
30 years of experience
28 years with GEC

EDUCATION:
Bishop Moore High School
1986 | Diploma

United States Marine Corps
1987-1991 | Honorably Discharged

Seminole Community College | 1991-1992

PROFESSIONAL CERTIFICATIONS:
Troxler Radiation Safety
CTQP QC Manager
Radiation Safety Officer

COMMUNITY SERVICE:
Florida Department of Transportation (FDOT) Construction Career Days Volunteer

Mr. Cook has 30 years of experience as a field and laboratory technician in Central Florida. For the past 16 years Steve has been the Operations Manager on GEC's construction services projects. Steve manages GEC's team of field and laboratory technicians for such clients as FDOT, Osceola County, the Cities of Orlando, St. Cloud and Kissimmee. Steve also prepares test reports for review and approval by GEC Senior Engineers.

City of Orlando Continuing Geotechnical and Materials Testing Services Continuing Contract. Construction Services Task Manager for the current City of Orlando continuing services contract that includes projects such as Crystal Lake Drive Sanitary Sewer Improvements, Corporate Center Multi-Family, South Orange Retail, Lake Nona South Laureate Park Residential, Nemours Parkway West and Lift Station #10.

City of Kissimmee Continuing Services Contract for Geotechnical Engineering, Environmental and Materials Testing Consulting Services. Construction Services Task Manager for the construction materials testing portion of this continuing contract, which includes roadways, structures and utilities. Projects include Oak Street Widening, FAMRC Holding Ponds, Osceola County Health Department and the New Fueling Facility for the Osceola County Sherriff's Office.

Southlake Park, Lake Nona, Florida. Project Manager for the new construction of multiple roads within the Orlando Lake Nona development. Specific projects included Veterans Way, Laureate Boulevard, Tavistock Boulevard and Lake Nona Boulevard.

SR 530 Utilities, Osceola County, Florida. Project Manager for the installation of 2,500 ft of new watermain which included several open cuts within existing roadways.

Toho Water Authority Pipe Repairs, Osceola County, Florida. Project Manager for over 400 pipe repairs in Kissimmee, St. Cloud and Poinciana under GEC's currently held TWA continuing contract. Projects include emergency scheduling of technicians for field testing and preparation and delivery of reports to the Toho Water Authority within 48 hours.

Orange County Public Schools (OCPS) Professional Services for Geotechnical, Environmental and Construction Materials Testing Continuing Services Contract. CMT Project Manager for GEC's current OCPS continuing services contract that includes projects such as the Dr. Phillips High School Renovation and Expansion, Wheatley Elementary School Expansion, Cypress Creek High School and the OCPS Pine Hills Bus Transportation Facility.

Richard P. McCormick, P.G.

Environmental Services Task Manager

Geotechnical and Environmental Consultants, Inc.

EXPERTISE:
Level 1 Contamination Screening Evaluation Reports (CSERs)

Level 2 Contamination Impact Assessments

Soil and Groundwater Sampling

YEARS OF EXPERIENCE:
29 years of experience
15 years with GEC

EDUCATION:
Bachelor of Environmental Sciences and Geology
1992 | Eastern Connecticut State University

LICENSES:
Licensed Professional Geologist FL No. 2096, Georgia No. 2014, Tennessee No. 5765

PROFESSIONAL CERTIFICATIONS:
OSHA 40-Hour Hazardous Materials Health and Safety Certification

OSHA 8-Hour Refresher Course – Annually

LPS Training 8-Hour

Florida Stormwater, Erosion & Sedimentation Control Certification

Rich McCormick has 29 years of experience performing environmental and geological services on public infrastructure and private development projects. Rich has provided numerous Level 1 Contamination Screening Evaluation Reports (CSERs) and Level 2 Contamination Impact Assessments (CIAs) for major highway and rail projects in Central Florida. He has extensive experience in field sampling of soil and groundwater in accordance with Florida Department of Environmental Protection (FDEP) Standard Operating Procedures (SOPs).

Lynx Lymmo Downtown Orlando Transit Project, Orlando, Florida. Project Geologist for the Contamination Site Assessment for the 3-mile Bus Rapid Transit (BRT) loop in Downtown Orlando. The project included reconstruction of Magnolia Avenue between South Street and Livingston Street, as well as improvements to Livingston Street, Garland Avenue, Amelia Avenue, Alexander Place, Orange Avenue and Church Street to create the BRT loop.

OCPS Pershing Elementary School Expansion, Orange County, Florida. Senior Geologist for the Phase I Environmental Site Assessment for the 10-acre Pershing Elementary School that was originally constructed in 1962. Two historical underground fuel tanks were identified, and additional site features included a wastewater treatment plant and two rapid infiltration basins for effluent disposal.

City of Longwood Properties, Seminole County, Florida. Senior Geologist for the Phase 1 Environmental Site Assessments (ESA) for the Police Station, Community Development, City Hall/Financial Services and Fire Station facilities.

Pleasant Hill Road Farm, Kissimmee, Florida. Project Geologist for the Phase I and Phase II ESA's for an abandoned 600 acre farm. The site included a historic maintenance barn, a construction and demolition debris landfill, and a buried historic trash dump/landfill. Soil and groundwater analyses and test pits were performed to evaluate the property for the presence of potential contaminants.

Shingle Creek Shoal Disposal, Osceola County, Florida. Chief Geologist for the shoal disposal area as part of the due diligence process prior to excavation and disposal of the shoal at the mouth of Shingle Creek.

OCPS Site 114-E-W-4 School, Winter Garden, Florida. Senior Geologist for the Phase I Environmental Site Assessment of the 13.5-acre parcel in Orange County. Historical citrus cultivation was identified on-site. Assessing the property for pesticides, herbicides and arsenic impacts was not within the project scope.

Chase Plaza, Orlando, Florida. Project Geologist for the Phase I and II ESA's for the Chase Plaza site in downtown Orlando. Scope included a historic gasoline service station and dry-cleaner parcels. Phase II ESA revealed levels of chlorinated contaminants in excess of state clean-up guidelines. Negotiated with FDEP to waive site remediation requirements for the multi-story construction.

Verna "Gene" Williford, P.E.

Deputy Contract Manager

Geotechnical and Environmental Consultants, Inc.

Mr. Williford has 15 years of experience in geotechnical engineering in the Central Florida area. Mr. Williford has performed geotechnical engineering services for infrastructure-related transportation projects for FDOT, as well as various Central Florida County and City municipalities, and has managed numerous geotechnical investigations for private commercial developments.

EXPERTISE:
Geotechnical Engineering

YEARS OF EXPERIENCE:
15 years of experience
13 years with GEC

EDUCATION:
Bachelor of Science|2012|Civil Engineering| University of Central Florida

LICENSES:
Florida Licensed Professional Engineer
FL No. 82275

PROFESSIONAL ORGANIZATIONS:
American Society of Civil Engineers (ASCE)

Florida Engineering Society (FES)

Florida Institute of Consulting Engineers (FICE)

American Society of Highway Engineers (ASHE)

City of Ocoee Continuing Contracts for Geotechnical Testing Services, Ocoee, Florida. GEC received the Number One Ranking on this Continuing Contract. Gene currently serves as the Deputy Contract Manager for this contract which includes testing services for roadway, utility, building and environmental projects.

City of Ocoee Downtown Lift Station #66, Ocoee Florida. Geotechnical Engineer for the improvements that included design and construction of a new lift station with associated 20-foot deep wet well with new pumps and piping as well as new pavements to access the lift station.

City of Ocoee Security Circle Lift Station, Ocoee, Florida. Geotechnical Engineer for the site preparation and design of the new master lift station with associated wet well with new pumps, piping, etc. as well as new access concrete pavements and paved drive areas.

City of Oviedo Wood Street Extension, Oviedo, Florida. Project Engineer for the design and construction of the 300-foot long Wood Street roadway extension that was part of the Oviedo on the Park project. Plans included roadside swales for stormwater treatment for the new pavements and gravity wall along most of the roadside swale segments.

City of Orlando Lift Station No. 3 Rehabilitation, Orlando, Florida. Project Engineer for the design and construction of the new lift station with 20-foot deep wet well and new electrical and generator buildings at US 17-92 and Lakeshore Drive in east Orlando.

Toho Lift Station LS-2 Rehabilitation, Kissimmee, Florida. Geotechnical Engineer for the site preparation and design of the new lift station with associated 25-foot deep wet well, piping and pump pads. Plans also included design of a new forcemain as well as a new unpaved stabilized access drive.

City of Oviedo Regional Stormwater Pond, Oviedo, Florida. Geotechnical Engineer for the site preparation and design of a regional wet detention stormwater pond. Plans also included a pedestrian trail encircling the pond and a perimeter cut-off berm.

Richard Scott Robinson

Construction Materials Testing
Lab Manager and Dispatcher

Geotechnical and Environmental Consultants, Inc.

EXPERTISE:

- Pavement Coring
- Sinkhole Compaction/ Grouting/Inspection
- Concrete Sampling and Field Testing
- QA/QC Procedures
- Asphalt Paving Inspection
- Maintenance of Traffic
- Earthwork Sampling and Testing
- Soil Cement Sampling and Testing
- Laboratory Testing of Soil, Concrete, Aggregate and Asphalt

YEARS OF EXPERIENCE:
23 years of experience
23 years with GEC

EDUCATION:
High School GED | 1986

CERTIFICATIONS:

- CTQP Asphalt Plant Technician-Level 1
- CTQP Concrete Laboratory Technician-Level 1
- CTQP LBR Technician
- CTQP Qualified Sampler Technician
- ACI Aggregate Base Testing Technician
- ACI Concrete Strength Testing Technician
- Portable Nuclear Gauge

Scott Robinson has 23 years of construction materials testing and inspection experience; he is proficient in both field and laboratory testing. Scott manages GEC's Orlando CMT Laboratory services. He has extensive experience in the field and laboratory testing of soil, asphalt, soil-cement, limerock and concrete. Scott also has expertise in the engineering classification of soils and the supervision of geotechnical field testing operations.

I-4/Maitland Blvd. Interchange Sinkhole Stabilization, Orange County, Florida. Senior Engineering Technician for largest individual sinkhole grouting project in U.S. history which included the stabilization of a 325-ft diameter sinkhole by installation of over 200 grout injection pipes to depths of up to 350 feet and injection of approximately 40,000 cubic yards of cement grout.

Narcoossee Road Reconstruction, Osceola County, Florida. Senior Inspector for the roadway project that included 3 design sections starting at US 192 and ending at Boggy Creek Road. Construction included replacing a rural two-lane roadway and an open drainage system with a four-lane urban roadway and a closed drainage system and stormwater ponds. A 2-lane bridge over a SFWMD canal was also replaced with a 4-lane bridge founded on 18-inch square precast prestressed concrete piles.

Lancaster Road, Orange County, Florida. Roadway Inspector whose primary responsibilities included quality control testing for roadway embankment utility pipe, storm water pipe, and roadway pavement over a 1.5 year construction schedule.

City of Oviedo Wood Street Extension, Oviedo, Florida. Senior Engineering Technician who performed laboratory testing on soil, concrete, asphalt and limerock base material for the roadway improvements.

Lake Mary Boulevard Widening, Seminole County, Florida. Roadway Inspector whose primary responsibilities included quality control testing for roadway embankment utility pipe, storm water pipe, and roadway pavement over a 2 year construction schedule.

County Road 535, Orange County, Florida. Roadway Inspector performing materials testing for utility line and roadway construction during this 24 month project.

Poinciana Parkway, Osceola and Polk Counties, Florida. Senior Engineering Technician who performed laboratory testing for the new 9-miles tolled expressway. Testing included soil subgrade, limerock base, asphalt and concrete compressive strength testing.

Timothy J. Robinson

Geotechnical & Environmental
Lab Manager and Dispatcher

Geotechnical and Environmental Consultants, Inc.

EXPERTISE:

- Pile Driving
- Compaction Grouting/ Inspection
- Pavement Coring
- Sinkhole Grouting
- Laboratory Management and Testing
- Geotechnical Field Investigation
- Concrete & Soil Cement Sampling and Field Testing
- Asphalt Paving
- Earthwork Sampling and Testing

YEARS OF EXPERIENCE:
21 years of experience
21 years with GEC

EDUCATION:
Seminole High School
1997 | High School Diploma

CERTIFICATIONS:

- CTQP Aggregate Base Testing Technician
- CTQP LBR Technician
- CTQP Qualified Sampler Technician
- ACI Aggregate Base Testing Technician
- ACI Aggregate Testing Technician-Level 1
- CTQP Concrete Lab Technician-Level 1
- ACI Concrete Laboratory Testing Tech-Level 1
- ACI Concrete Strength Testing Technician
- CTQP Pile Driving Inspector
- MOT Intermediate Course

Tim Robinson has 21 years of experience as a geotechnical and construction materials testing technician. He has received extensive CTQP and ACI training for pile driving inspection, field classification of soil, supervision of geotechnical drilling crews, and various construction materials tests in the field and laboratory. Tim currently serves as GEC's Orlando Laboratory and Geotechnical Field Services Manager.

John Young Parkway Extension from Shader Road to SR 424/Edgewater Drive, Orange County, Florida. Geotechnical Field Services Manager and Senior Pile Driving Inspector for the 1,200-foot long flyover bridge. Subsurface conditions at the bridge site were evaluated by performing eight Standard Penetration Test (SPT) borings to depths ranging from 120 to 200 feet below ground surface and two Cone Penetrometer Test (CPT) soundings to depths of 61 and 115 feet. Tim performed Pile Driving Inspection during installation of the 24-inch square concrete piles. This project included 18 test piles and one full-scale static pile load test.

Poinciana Parkway, Osceola and Polk Counties, Florida. Geotechnical Field Services Manager for the new 9-mile long tolled expressway crossing the Reedy Creek Swamp. The project included 3 bridges and 8 stormwater ponds. The project also included two surcharges where the road was built over very deep muck deposits. GEC designed and oversaw the surcharge installation and managed the surcharge program. The Reedy Creek Swamp Bridge is 6,200 feet long and Tim was the Senior Pile Driving Inspector for installation of over 500 concrete piles to support the bridges.

Richmond Street Drainage Improvements, Orlando, Florida. Senior Field Technician for the geotechnical field and laboratory investigation for the installation and design of the storm sewer and manhole structures along Florida Street, Delaney Park Drive, Richmond Street and Summerlin Avenue between Richmond Street and Delaney Park Drive.

Conway Road Widening and Surcharge, Orlando, Florida. Senior Engineering Technician for monitoring of the surcharge to pre-settle soft, deep organic soil deposits beneath the proposed widened roadway.

La Costa Roadway Corridor, Orlando, Florida. Senior Engineering Technician for the geotechnical field and laboratory investigation along the proposed 2,000-foot new roadway connecting Curry Ford Road and La Costa Drive.

22 Rosedown Boulevard Sinkhole Subsidence, DeBary, Florida. Senior Engineering Technician for the investigation of the westbound travel lane collapse of Rosedown Boulevard that included a GPR evaluation and CPT soundings. GPR was utilized to assess the subsurface dimensions of the sinkhole and presence of voids below the pavement. CPT soundings were conducted to evaluate the extent of soil raveling.

a. Key Firm Registrations and Licenses

florida

dbpr Department of Business & Professional Regulation

Licensee

Name:	**GEOTECHNICAL & ENVIRONMENTAL CONSULTANTS, INC.**	License Number:	**5882**
Rank:	**Registry**	License Expiration Date:	
Primary Status:	**Current**	Original License Date:	**02/01/1991**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
62418	Current, Active	ANDRE, RACHEL F	Registry	02/10/2021	Professional Engineer	02/28/2023

State of Florida
Department of State

I certify from the records of this office that GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC. is a corporation organized under the laws of the State of Florida, filed on January 11, 1991, effective January 8, 1991.

The document number of this corporation is S24531.

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 20, 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 Twentieth day of January, 2021

Secretary of State

Tracking Number: 8628229472CC

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

ANDRE, RACHEL F

1131 OXFORD RD
WINTER PARK FL 32789

LICENSE NUMBER: PE62418
EXPIRATION DATE: FEBRUARY 28, 2023

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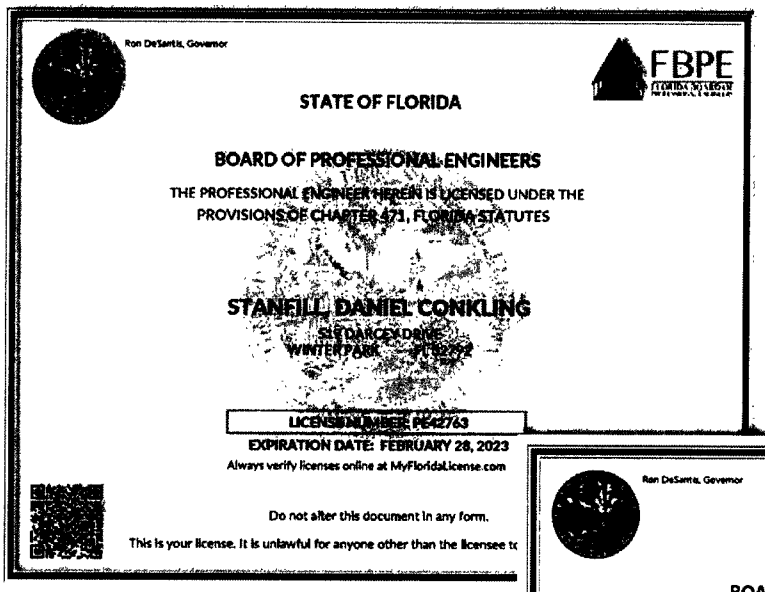
a. Key Firm Registrations and Licenses

florida



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

STANFILL, DANIEL CONKLING

CEDARCREST DRIVE
WINTER PARK FL 32792

LICENSE NUMBER: PE42763

EXPIRATION DATE: FEBRUARY 28, 2023

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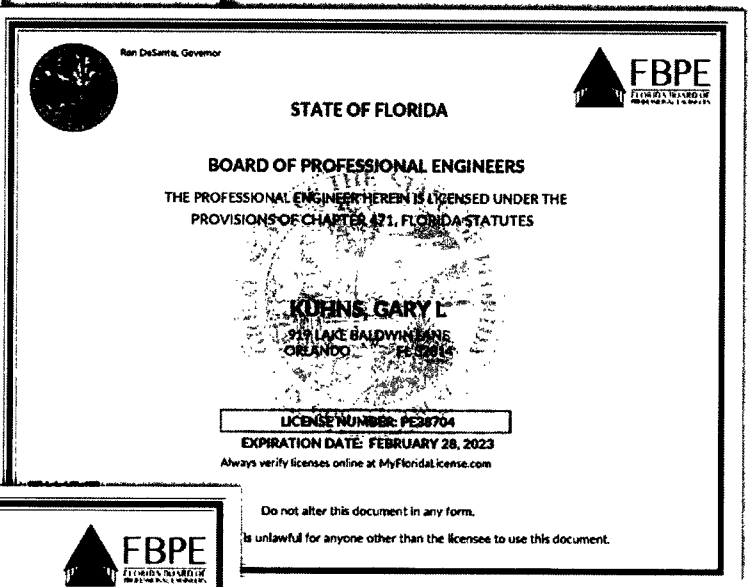

Ron DeSantis, Governor

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STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

KUHNS, GARY L

917 LAKE BALDWIN LANE
ORLANDO FL 32814

LICENSE NUMBER: PE38704

EXPIRATION DATE: FEBRUARY 28, 2023

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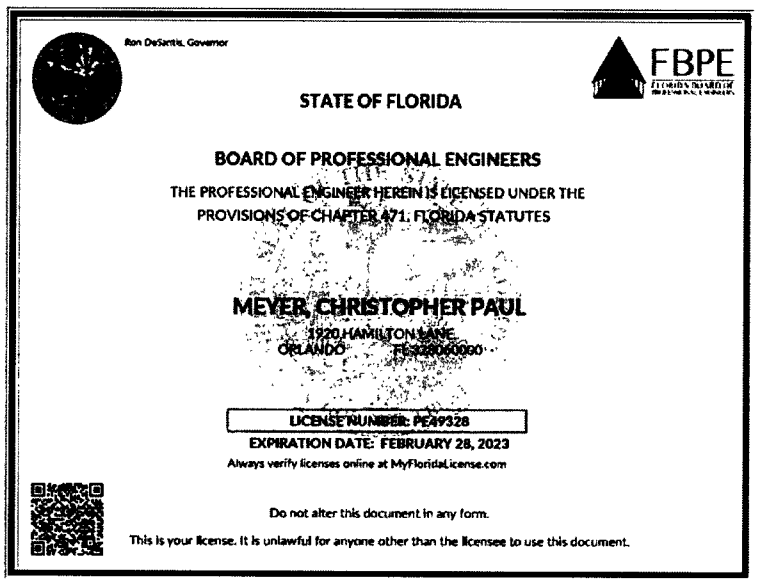

Ron DeSantis, Governor

FBPE

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MEYER, CHRISTOPHER PAUL

1920 HAMILTON LANE
ORLANDO FL 32806-6000

LICENSE NUMBER: PE49328

EXPIRATION DATE: FEBRUARY 28, 2023

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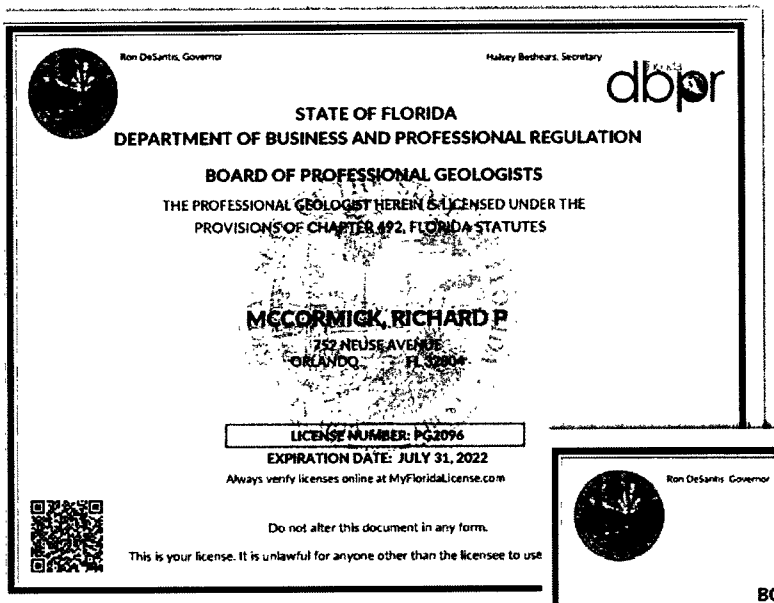
a. Key Firm Registrations and Licenses

florida



Ron DeSantis, Governor

Halsey Beshears, Secretary

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL GEOLOGISTS

THE PROFESSIONAL GEOLOGIST HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 492, FLORIDA STATUTES

MCCORMICK, RICHARD P
752 NEUSE AVENUE
ORLANDO FL 32804

LICENSE NUMBER: PG2096
EXPIRATION DATE: JULY 31, 2022

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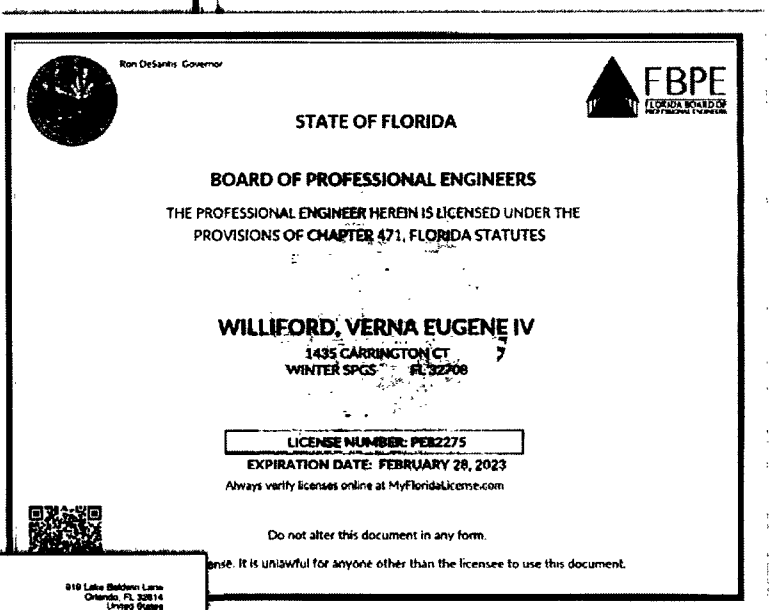

Ron DeSantis, Governor

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

WILLIFORD, VERNA EUGENE IV
1435 CARRINGTON CT
WINTER SPGS FL 32708

LICENSE NUMBER: PE82275
EXPIRATION DATE: FEBRUARY 28, 2023

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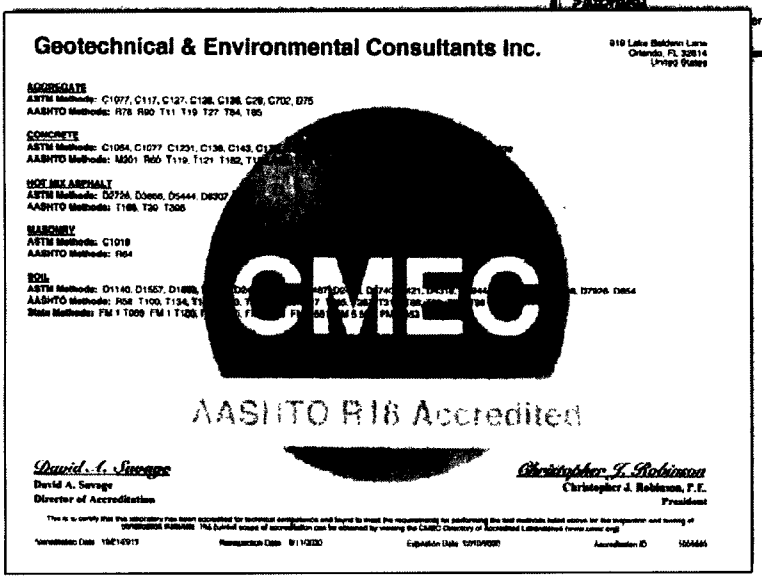


Geotechnical & Environmental Consultants Inc.

810 Lake Baldwin Lane
Orlando, FL 32814
United States

AGGREGATE
ASTM Methods: C1077, C117, C127, C128, C136, C29, C702, D75
AASHTO Methods: R76 R90 T11 T19 T27 T84, T85

CONCRETE
ASTM Methods: C1064, C1077, C1231, C138, C143, C1
AASHTO Methods: M201 R60 T119, T121 T182, T1

HOT MIX ASPHALT
ASTM Methods: D2726, D3666, D5444, D6307
AASHTO Methods: T166, T30 T308

MASONRY
ASTM Methods: C1019
AASHTO Methods: R64

SOIL
ASTM Methods: D1140, D1557, D1883, D
AASHTO Methods: R58 T100, T134, T
State Methods: FM 1 T099 FM 1 T180, F

D7928, D854

CMEC

AASHTO R18 Accredited

David A. Savage
David A. Savage
Director of Accreditation

Christopher J. Robinson
Christopher J. Robinson, P.E.
President

This is to certify that this laboratory has been recognized for technical competence and found to meet the requirements for performing the test methods listed above for the inspection and testing of AGGREGATE, CONCRETE, HOT MIX ASPHALT, MASONRY, SOIL. This current scope of accreditation can be obtained by viewing the CMEC Directory of Accredited Laboratories (www.cmec.org)

Accreditation Date: 10/21/2013 Reinspection Date: 8/1/2020 Expiration Date: 12/31/2020 Accreditation ID: 1004665

b. Subconsultant's Qualifications and Role

b. Subconsultant's qualifications and role

Blue Marlin Engineering (BME), headquartered in Orlando, was established in 2011 as a Florida corporation with partners Osciel Plaza, P.E. and Derek Hajaar, P.E. BME is a Minority Business Enterprise (MBE) certified by the City of Orlando, Orange County and the Florida Department of Transportation. BME currently serves as a GEC subconsultant on our continuing services contracts with the City of Ocoee, Orange County Public Schools and the City of Orlando.

BME's role will be to provide construction materials testing services on roadway, utility and building projects. BME and GEC have a long-standing working relationship and GEC is confident in their ability to perform these services. BME will provide additional capacity and flexibility for surges in workload and responding to emergency tasks.

BME and GEC have similar business philosophies. BME is small firm with hands-on, working owners. Like GEC, this business model allows BME to be very responsive and maintain a high level of Quality Assurance/Quality Control. The following certifications are maintained by the BME staff:

- ACI – Aggregate Base Testing Technician
- ACI - Concrete Strength Testing Technician
- ACI - Field Testing Technician Level I
- CTQP - Aggregate Base Testing - Technician Aggregate Testing Technician
- CTQP – Aggregate Testing
- CTQP - Concrete Lab Testing Technician
- CTQP - Earthworks Level 1
- CTQP - LBR Technician
- CTQP - Qualified Sampler Technician
- Nuclear Density Gauge

Osciel "Ozzie" F. Plaza, PE
President

Summary of Capabilities:

Geotechnical Engineering	Construction Materials Testing	Foundation Analysis
Pile Load Testing	Sinkhole Investigation and Remediation	

Education:
B.S. in Civil Engineering, University of Florida, 2001

Professional Registration:
Florida Registered Professional Engineer, Florida # 73262 (2011)
Certified General Contractor, Florida CGG 1510402 (2005)

Mr. Plaza has 17 years of experience in the geotechnical and construction materials testing industry in Florida. Prior to co-founding Blue Marlin Engineering in early 2011, he served as a Project Engineer, Project Manager and Foundations Manager for notable engineering firms primarily in Central Florida, but also in Miami and Maryland. Mr. Plaza's knowledge spans both geotechnical and construction materials testing services in the field and laboratory with an emphasis on foundation analysis, earth retention analysis, design and construction; management of test boring exploratory programs, and sinkhole investigation and remediation.

Lake Nona Blvd Road L to Boggy Creek - Project Engineer/Manager for new roadway, Road L. Materials testing services included soil testing of the storm and sanitary backfill, roadway subgrade, and roadway base along with asphalt pavement testing.

Randall Park Phase IV - Project Engineer/Manager for new roadway for subdivision. Materials testing services included soil testing of the storm and sanitary backfill, roadway subgrade, and roadway base along with asphalt pavement testing.

Little Egypt Ring Rd Sewer Extension - Geotechnical Engineer of Record – Orange County Utilities - Sewer extension consisting of 1,100 linear feet of 12"PVC Gravity Main Pipe. The gravity main pipe originated from an existing manhole located south of the intersection of Old Winter Garden Rd and Ring Rd and extended south terminating at a new manhole located at the intersection of W. South St and Ring Rd.

Presidents Drive Wastewater System Improvements - Geotechnical Engineer of Record - Orange County Utilities, Force main replacement project on Presidents Drive, near the intersection of Presidents Drive and Sand Lake Road. The replacement consisted of approximately 800 linear feet of 24" force main pipe.

Eatonville Lake Lovely & Eastern Sanitary Sewer Evaluation - Geotechnical Engineer of Record, The Town of Eatonville, Florida. Gravity sewer replacement project. The project was underneath the following roadways: W Kennedy Boulevard, Deacon Jones Boulevard, Washington Avenue, Lincoln Avenue, Bethune Drive, Toni Street, Park Place, and Carver Avenue.

Lake Silver Elementary School, Orange County, Florida – Construction Materials Testing - Construction Materials Testing Project Manager for the construction of the new OCPS campus located in Orlando. The project consisted of a main 45,000 (+) square foot, two story building, new retention pond, paved areas, playgrounds, ball fields, and temporary classrooms. Blue Marlin Engineering performed all field and laboratory testing for the project including proof rolling observations, soil sampling, soil compaction testing, concrete sampling & compressive testing, asphalt sampling & testing, light weight concrete sampling, unit weight and compressive strength testing, modified Proctors, and Limerock Bearing Tests.

b. Subconsultant's Licenses

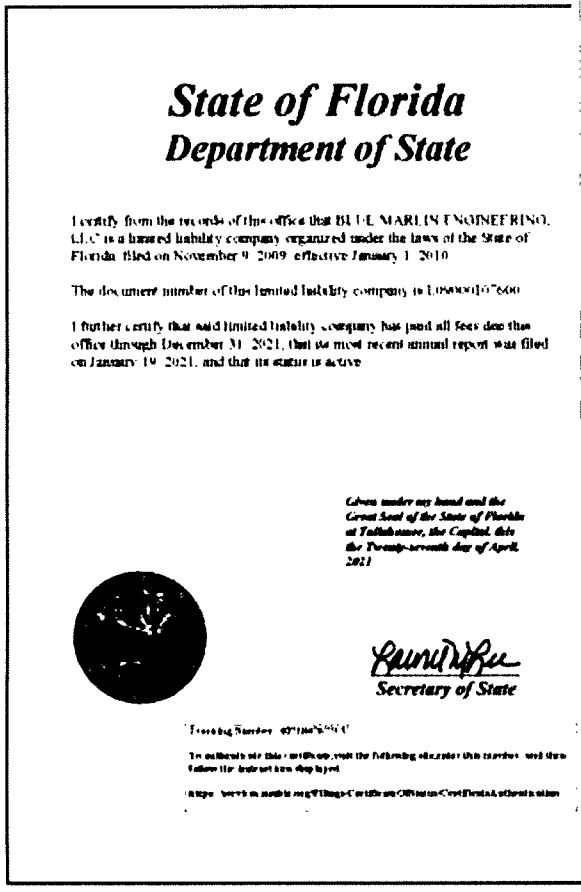
dbpr

License

Name	BLUE MARLIN ENGINEERING, LLC	License Number	29218
Rank.	Registry	License Expiration Date.	
Primary Status.	Current	Original License Date	08/27/2010

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
73262	Current, Active	PLAZA, OSCIEL F	Registry	08/04/2011	Professional Engineer	02/28/2023



State of Florida
Department of State

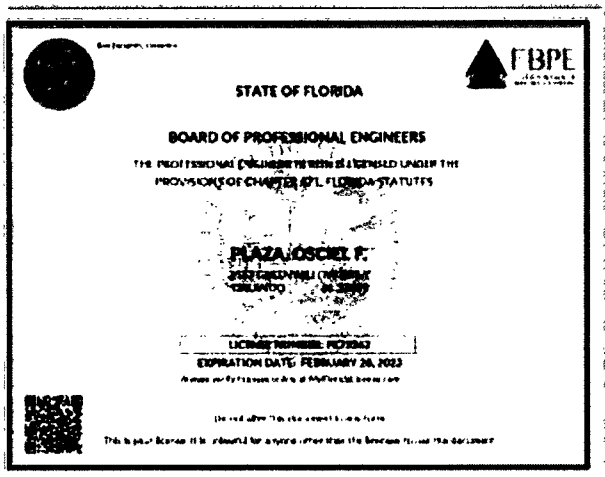
I certify from the records of this office that BLUE MARLIN ENGINEERING, LLC is a limited liability company organized under the laws of the State of Florida filed on November 9, 2009, effective January 1, 2010.

The document number of this limited liability company is L09000107660.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021, that its most recent annual report was filed on January 19, 2021, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-seventh day of April, 2021.

Secretary of State



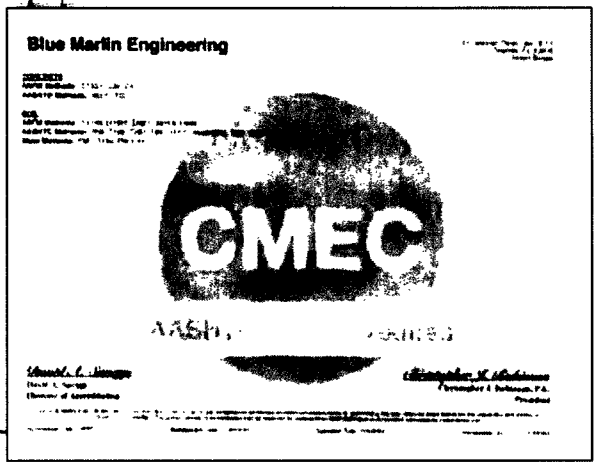
STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER NAMED IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

PLAZA, OSCIEL F.

EXPIRATION DATE: FEBRUARY 28, 2023



Blue Marlin Engineering

CMEC

c. Firm's Current or Recently Completed Similar Services

c. Similar Services – Roadway Related

florida

Project Name:	**Laureate Park Neighborhood Center Phase 3, Orlando, FL**
Client:	City of Orlando, Olivia Boykin (407) 246-3223
Start/Completion:	2020 / On-going
Services:	Density testing of pipe backfill, structure backfill, stabilized subgrade and limerock base and laboratory testing for a new phase of the Laureate Park subdivision. *Blue Marlin was a subconsultant to GEC on this project.*

Project Name:	**Pinewood Reserve Phase 2, Orlando, FL**
Client:	City of Orlando, Olivia Boykin (407) 246-3223
Start/Completion:	2020 / On-going
Services:	Density testing on pipe backfill, structure backfill, crushed concrete base, stabilized subgrade, asphalt cores and laboratory testing for a new phase of the Pinewood subdivision. *Blue Marlin was a subconsultant to GEC on this project.*

Project Name:	**1439 Howell Branch Road Pipe Repair, Orlando, FL**
Client:	Reiss Engineering, Inc., Stephano Ceriana, PE (407) 679-5358
Start/Completion:	2019 / 2019
Services:	Density testing on pipe backfill and crushed concrete base and laboratory testing. This project was an emergency situation and GEC provided a technician after hours to perform testing to re-open the roadway before morning rush hour.

Project Name:	**Wood Street Extension, Oviedo, FL**
Client:	City of Oviedo, Tom Radzai (407) 971-5651
Start/Completion:	2019 / 2020
Services:	Density testing on compacted subgrade, footing subgrade, pipe backfill, structure backfill, limerock base material, compressive strength tests, asphalt cores and laboratory testing. GEC also tested fresh concrete for the new gravity wall.

Project Name:	**Advent Health LEGO Building, Orlando, FL**
Client:	City of Orlando, Olivia Boykin (407) 246-3223
Start/Completion:	2021 / On-going
Services:	In-place density testing on pipe, structure, stabilized subgrade, base material, asphalt cores and laboratory testing on 1,400 feet of roadway.

Project Name:	**Countywide Emergency Pipe Repairs for TOHO Water Authority (TWA), Osceola County, FL**
Client:	WW Daniels Construction Company, Mike McMillan (407) 320-0702
Start/Completion:	2009 / 2019
Services:	Construction materials testing for emergency pipe repairs. Services included testing and inspection of soil backfill, stabilized subgrade, limerock base and asphalt pavement, with work performed at night and on weekends.

c. Similar Services – Utility Related

florida

Project Name:	**SR 600 Utility Adjustments, Osceola County, FL**
Client:	Toho Water Authority, Edwin Matos, PE (407) 944-5065
Start/Completion:	2019 / On-going
Services:	Density testing on pipe backfill, structure backfill, limerock base material and laboratory testing. Project included 7,230 feet of watermain and sanitary sewer.

Project Name:	**Lift Station #48 Force Main Replacement, Osceola County, FL**
Client:	Toho Water Authority, Eric Ratliff (407) 944-5065
Start/Completion:	2019 / 2019
Services:	Density testing on pipe backfill and laboratory testing for 125 feet of 6-inch PVC force main that included several open roadway cuts.

Project Name:	**Narcoossee Road Booster Pump System, Osceola County, FL**
Client:	Toho Water Authority, Edwin Matos, PE (407) 944-5065
Start/Completion:	2020 / 2020
Services:	Density testing on slab subgrade, concrete sampling and laboratory concrete compressive strength testing for improvements to an existing pump station.

Project Name:	**Misty Oaks (744 West Road), Orange County, FL**
Client:	Allen's Environmental Construction, Ron Allen (407) 592-2567
Start/Completion:	2021 / On-going
Services:	In-place density tests on pipe and structure backfill material and laboratory testing. The project included installation of 36 new drainage structures and one new lift station.

Project Name:	**Rain Shower Lane Watermain Extension, Osceola County, FL**
Client:	WW Daniels Construction Company, Maureen Grossman (407) 320-0702
Start/Completion:	2021 / On-going
Services:	Density testing on pipe backfill and laboratory testing for the installation of 1,500 feet of 6-inch PVC watermain.

Project Name:	**Collector Roads Gravity Sewer Repair and Restoration, Osceola County, FL**
Client:	Garney Construction, Sam Flowers (407) 877-5903
Start/Completion:	2020 / On-going
Services:	In-place density tests on pipe backfill, structure backfill and limerock base material for 6- and 8-inch PVC pipe upgrades to the sanitary system that includes several open roadway cuts.

c. Similar Services – Building Related

florida

Project Name:	**Oviedo Technology Center, Oviedo, FL**
Client:	IPG Photonics Corporation, Richard Senecal (407) 542-7704
Start/Completion:	2019 / On-going
Services:	Density tests on pipe backfill, structure backfill, footing subgrade, building slab subgrade and roadway stabilized subgrade. GEC observed proofrolling, sampled and tested concrete and performed laboratory concrete compressive strength tests for the construction of the two-story building.

Project Name:	**Canoe Creek K-8 School, Osceola County, FL**
Client:	School District of Osceola County (SDOC), John Viscomi (407) 870-4600
Start/Completion:	2020 / on-going
Services:	Laboratory testing and proofrolling inspections, density tests on slab subgrade, footing subgrade, and pipe backfill material for the two-story facility. The project also included groundwater evaluation and in-situ permeability testing for the athletic field.

Project Name:	**AutoZone Store #6135, Orlando, FL**
Client:	Bunnell Lammons Engineering, Matthew Christie (864) 288-1265
Start/Completion:	2021 / On-going
Services:	Density tests on footing and slab subgrade material, and sampled and tested fresh concrete for the 7,500-sf store.

Project Name:	**Osceola Science Campus, Osceola County, FL**
Client:	Building Hope, Henrique Rojas (786) 877-8694
Start/Completion:	2019 / 2020
Services:	Density testing on mass grading fill, pipe backfill, structure backfill, slab subgrade, pavement stabilized subgrade, footing subgrade, crushed concrete base and limerock base. GEC performed proofrolling inspection, sampled and tested fresh concrete and performed laboratory concrete compressive strength tests for the two-story charter school.

Project Name:	**Winegard Elementary School, Orlando, FL**
Client:	Orange County Public Schools (OCPS), Edie Morgan (407) 317-3700
Start/Completion:	2019 / 2020
Services:	Density testing on slab subgrade, footing subgrade, pipe backfill, structure backfill, pavement stabilized subgrade, limerock base and crushed concrete base. GEC performed proofrolling inspection, sampled and tested fresh concrete and conducted laboratory concrete compressive strength tests for the new 2 story school. Subconsultant Blue Marlin performed floor flatness measuring and fireproofing inspections.

c. Similar Services – Miscellaneous Related

florida

Project Name:	**NeoCity, Kissimmee, FL**
Client:	Dewberry Engineers, Inc. (Design Osceola County), Kevin Knudsen (321) 354-9646 Jr. Davis Construction (Osceola County), Steve Davis (407) 870-0066
Start/Completion:	2018 / 2019
Services:	Geotechnical engineering and construction materials testing on infrastructure elements for the high-technology center. Site development included mass grading, pond construction, fill placement and compaction, and roadway construction.
Project Name:	**Boggy Creek Road Widening and Reconstruction, Osceola County, FL**
Client:	Dewberry Engineers, Inc., Kevin Knudsen (321) 354-9646
Start/Completion:	2020 / On-going
Services:	Geotechnical engineering and contamination screening evaluation report (CSER) for the four-lane divided roadway conversion that included sewer and stormwater pond modifications, box culvert replacement/extension, reconstruction of three signalized intersections as well as ITS upgrades and lighting additions.
Project Name:	**Rinehart Road Sinkhole Evaluation, Lake Mary, FL**
Client:	Brown and Caldwell, Reinhard Ruhmke, PG (919) 424-1435
Start/Completion:	2020/2020
Services:	Geotechnical engineering evaluation of a surface depression utilizing Ground Penetrating Radar (GPR) to assess possible causes and provide geotechnical engineering recommendations for remediation of the depression.
Project Name:	**Shingle Creek Shoal Disposal, Osceola County, FL**
Client:	Osceola County Public Works Division, Rick Baird (407) 742-0513
Start/Completion:	2020 / 2020
Services:	Soil sampling and testing at the Shingle Creek Shoal and proposed shoal disposal area as part of the due diligence process prior to the excavation and disposal of the shoal at the mouth of Shingle Creek.
Project Name:	**Watermark Subdivision Pavement Evaluation, Windermere, FL**
Client:	CDM Smith (for OC Public Works), Lena Rivera, PE, D.WRE (407) 660-2552
Start/Completion:	2020 / 2021
Services:	Pavement evaluation utilizing GEC's GPR RoadScan to assess pavement conditions and develop recommendations to address the pavement distress that occurred throughout the subdivision.
Project Name:	**Clay Street Drainage Well DW-037, Orange County, FL**
Client:	CDM Smith, Benjamin Pernezny, PE (407) 660-2552
Start/Completion:	2020/2020
Services:	Geotechnical investigation to evaluate potential causes of a subsidence around a drainage well and provide remediation recommendations.

c. Similar Services – Continuing Services Relate

Contract Name:	**Continuing Geotechnical and Materials Testing Services**
Client:	City of Orlando, Richard Howard, PE, Public Works Director (407) 246-3222
Start/Completion:	2018 / On-going
Services:	Construction materials testing and geotechnical engineering services for buildings, renovations, roadways, utilities, trails, wastewater systems, stormwater ponds and emergency response for repairs. GEC also provides inspection services for proofrolling, underdrain installation and organic soil removal.
Contract Name:	**Continuing Geotechnical Engineering, Environmental & Materials Testing Consulting Services**
Client:	City of Kissimmee, Ashley Willis, PE, City Engineer (407) 847-2821
Start/Completion:	2017 / On-going
Services:	Construction materials testing, geotechnical engineering and contamination assessment support for design and construction projects including buildings, roadways, structures, trails and utilities.
Contract Name:	**Continuing Service Contract for Geotechnical Engineering, Materials Testing and Threshold Inspection Services**
Client:	School District of Osceola County (SDOC) Marc Clinch, Chief Facilities Officer (407) 518-2964
Start/Completion:	2018 / On-going
Services:	Construction materials testing, geotechnical engineering and contamination assessment support for buildings, renovations, pavements, utilities and stormwater ponds.
Contract Name:	**Continuing Geotechnical, Environmental & Materials Testing Consulting Services**
Client:	Tohopekaliga Water Authority (TWA), George Eversole, PE, Project Manager (407) 944-5000
Start/Completion:	2020 / On-going
Services:	Construction materials testing, geotechnical engineering and contamination assessment support for pipelines, structures, structure repairs, roadways and sheet pile walls for braced utility excavations.
Contract Name:	**Continuing Contract for Geotechnical Services**
Client:	City of Oviedo, Sofia Liatsos, PE, Project Manager (407) 971-5555
Start/Completion:	2021 / On-going
Services:	Construction materials testing and inspection, geotechnical engineering and contamination assessments for buildings, roadways, traffic signalization, stormwater management, pond berm stability and utilities.

c. List of Available Services

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CONSTRUCTION MATERIALS TESTING SERVICES

Roadway

- In-Place Density (IPD) tests on stabilized subgrade
- Stabilized subgrade depth verification
- Limerock Bearing Ratio (LBR) testing
- In-Place Density (IPD) testing on limerock base
- Limerock depth verification
- Limerock modified proctor testing
- Soil cement testing and inspection
- Crushed concrete base testing
- Asphalt extraction/gradation testing
- Asphalt core depth and density testing
- LA Abrasion Testing

Utility

- In-Place Density testing on pipe and structures
- Modified proctor Tests

Buildings/Structures

- Foundation subgrade in-place density testing
- Concrete slump tests
- Soil bearing testing (Geotechnical Soil Exploration)

ENVIRONMENTAL CONSULTING SERVICES

- Contamination Screening Evaluations
- Phase I Environmental Site Assessments
- Phase II Environmental Site Assessments
- Environmental Lien Searches
- Dewatering Discharge Permitting
- Consumptive Use Permitting
- Environmental Field Services
    - Direct Push Technology Rig
    - Soil and Groundwater Sampling

GEOTECHNICAL DESIGN

Subsurface Exploration

- SPT Drilling
- Auger Borings
- CPT Soundings
- Permeability Testing

Laboratory Soil Testing

- Classification Testing
- Consolidation
- Triaxial Shear
- Corrosion Series

Foundation Design Recommendations

- Shallow Footings
- Mat Foundations
- Driven Concrete and Steel Piles
- Auger Cast Piles
- Drilled Shafts

Sinkhole Assessment and Remediation

- Field Exploration/Emergency Response
- Remediation Design
- Remediation Monitoring

HYDROGEOLOGIC MODELING

- Dewatering Impacts
- Stormwater Volume Recovery
- Stormwater Irrigation Withdrawals

GROUND PENETRATING RADAR (GPR)

- Sinkhole Investigation
- Underground Storage Tank Assessment
- StructureScan Concrete Reinforcement Mapping
- RoadScan Pavement and Base Thickness Mapping

d. Client References

d. Client References

David W. Hamstra, PE
Principal/Project Manager

Pegasus Engineering
301 West State Road 434, Suite 309
Winter Springs, Florida 32708
(407) 992-9160
david@pegasusengineering.net

Ashley Willis, PE
Assistant Director, City Engineer

City of Kissimmee
101 Church Street, Suite 200
Kissimmee, Florida 34741
(407) 847-2821
awillis@kissimmee.org

Raymond Stangle, PE
County Engineer

Osceola County
1 Courthouse Square, Suite 3100
Kissimmee, Florida 34741
(407) 742-0541
raymond.stangle@OSCEOLA.org

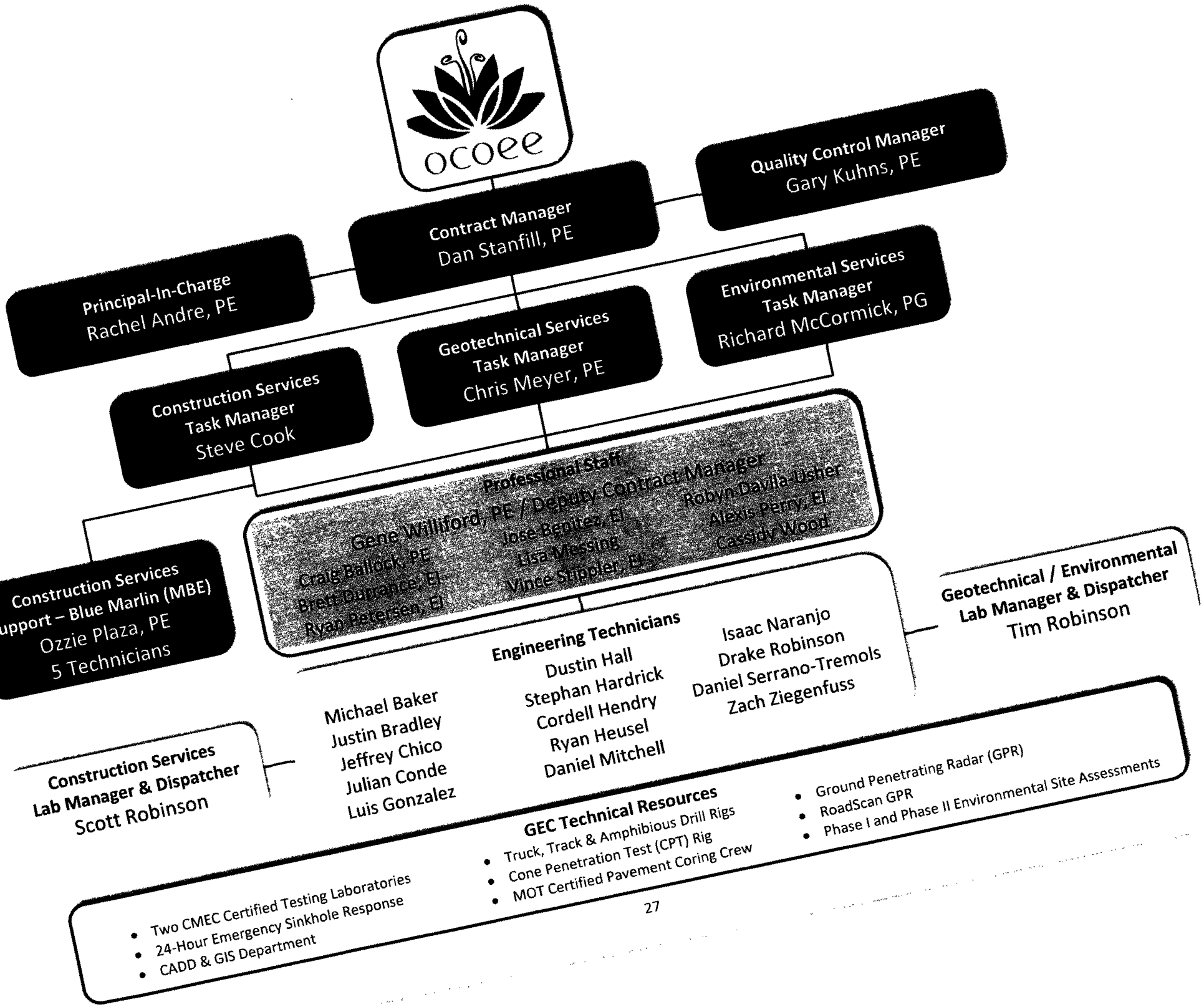
Brett Blackadar, PE, PMP, PTOE
Division Director of Engineering
/ City Engineer

City of Altamonte Springs
950 Calabria Drive
Altamonte Springs, Florida 32714
(407) 571-8338
BBlackadar@altamonte.org

George Eversole, PE
Project Manager

Toho Water Authority
951 Martin Luther King Boulevard
Kissimmee, Florida 34741
(407) 944-5000
geversole@tohowater.com

e. Project Organization


ocoee
Principal-In-Charge
Rachel Andre, PE
Contract Manager
Dan Stanfill, PE
Quality Control Manager
Gary Kuhns, PE
Construction Services
Task Manager
Steve Cook
Geotechnical Services
Task Manager
Chris Meyer, PE
Environmental Services
Task Manager
Richard McCormick, PG
Professional Staff
Gene Williford, PE / Deputy Contract Manager
Craig Ballock, PE
Brett Dutrance, EI
Ryan Petersen, EI
Jose Benitez, EI
Lisa Messing
Vince Stippler, EI
Robyn Davila-Usher
Alexis Perry, EI
Cassidy Wood
Construction Services
Support – Blue Marlin (MBE)
Ozzie Plaza, PE
5 Technicians
Engineering Technicians
Michael Baker
Justin Bradley
Jeffrey Chico
Julian Conde
Luis Gonzalez
Dustin Hall
Stephan Hardrick
Cordell Hendry
Ryan Heusel
Daniel Mitchell
Isaac Naranjo
Drake Robinson
Daniel Serrano-Tremols
Zach Ziegenfuss
Geotechnical / Environmental
Lab Manager & Dispatcher
Tim Robinson
Construction Services
Lab Manager & Dispatcher
Scott Robinson
GEC Technical Resources
Two CMEC Certified Testing Laboratories
24-Hour Emergency Sinkhole Response
CADD & GIS Department
Truck, Track & Amphibious Drill Rigs
Cone Penetration Test (CPT) Rig
MOT Certified Pavement Coring Crew
Ground Penetrating Radar (GPR)
RoadScan GPR
Phase I and Phase II Environmental Site Assessments

f. Firm's Understanding of Services

f. Firm's Understanding of Services

Introduction. GEC is a small business by design. Other geotechnical firms pursuing this contract have many more continuing services contracts with numerous agencies throughout Central Florida. GEC is selective in pursuing contracts; we hold only 10 continuing contracts with local municipalities and public entities we believe are a good fit for our company location, philosophy and goals. Our experience working on City of Ocoee projects under our current continuing services contract has convinced us that we can provide excellent service to the City and we enjoy working with your staff. Since you would not be one of a multitude of GEC continuing contracts, but one of a select few, you can continue to count on the availability of our staff and you will remain a high priority client for GEC.

Understanding of Scope. Many of the technical challenges the City staff handles arise from meeting the demands of a fast-growing population. The majority of the assignments under this contract are anticipated to be for water, sewer, reclaimed water, stormwater, utilities and roadway maintenance and improvement projects. GEC has been serving Central Florida for 30 years and our professional staff is extremely knowledgeable of the local geological challenges, such as the karst (sinkhole-prone) geology and closed basin drainage systems, as well as the technical requirements that are typical of City projects.

We understand that geotechnical engineering projects assigned under this contract may require a rapid response and a quick turnaround. GEC's headquarters within the City of Orlando limits enables GEC staff to be on site in less than an hour for a geotechnical assignment that requires an immediate response, such as an emergency pipeline repair or roadway subsidence. The involvement of at least one of the five GEC owners in every project we do for the City means that all of our resources can be directed to your projects whenever they are needed. We enjoy the challenge of handling numerous smaller projects at one time, and the satisfaction of completing a project in a few weeks, rather than a few years. These types of projects include roadways, utilities, fire stations, pavement evaluations and drainage studies. We believe a wide variety of engineering projects is good for our staff; the unusual technical challenges that arise keep us engaged and challenged to find good, cost-effective engineering solutions as quickly as possible.

We know the key to providing the service you need on your projects is consistency in field testing, laboratory testing and reporting. GEC uses long-term employees on your projects for all three phases of our services. Having experienced technicians and engineers working on your projects allows us to solve technical issues quickly and avoid impacting the project budget or schedule. GEC's Orlando laboratory is accredited by the Construction Materials Engineering Council (CMEC) and is qualified by the Florida Department of Transportation (FDOT). In addition, our Engineering Technicians hold numerous certifications and qualifications for construction materials testing and inspection.

Project Approach. GEC has developed a straightforward organizational structure and management process to ensure easy communication of project information, project coordination and accountability for meeting project goals with regard to technical issues, schedule and cost. Our Organizational Chart for this contract is shown in Tab e.

f. Firm's Understanding of Services

GEC's approach begins with our Contract Manager, Dan Stanfill, P.E., who has 37 years of experience as a Geotechnical Engineer in Central Florida. Dan will be the first point of contact and, as GEC Senior Vice President, can commit the necessary resources to the City for GEC to serve as an extension of your staff. Our Organizational Chart presents the key employees that GEC will assign to the contract. As you can see, four out of five GEC Owners (Rachel André, Dan Stanfill, Chris Meyer, and Richard McCormick) have key roles in our Management Plan; therefore, you can be assured this City contract will be a high priority for our firm. We have established efficient systems for proposal preparation, communications, managing project information, cost control, schedule, quality assurance and reporting. The following discussion describes our management approach in more detail.

Project Initiation. The first step in a new project is your assignment of the project to GEC. Dan Stanfill is your Primary Contact and Dan's residence in Winter Park will make him immediately available to meet with you in person to review project details if needed. Gene Williford will be Dan's back-up should Dan be out of the office for some reason.

Proposal Preparation. When notified of an assignment by City Staff, Dan will work with the City Project Manager to develop the scope of services and cost proposal. A focused and thorough proposal is necessary for any project to be successful. Dan will assign the proposal to the appropriate Task Manager (Geotechnical, Construction or Environmental) and will ensure that project requirements including the scope of services, budget and schedule are accurately reflected. The proposal will then be forwarded to the City Project Manager for review and preparation of the Work Order.

Project Execution. Once the Work Order is received, Dan and the Task Manager will review the project requirements with the assigned GEC staff to ensure understanding of the scope, budget and schedule. Geotechnical and materials testing projects are unique and require active management since they involve field, laboratory and engineering activities. We have to work with the uncertainty of weather and other site conditions that can impact the field operations. GEC addresses these issues by maintaining an experienced professional and technician staff that is focused solely on Central Florida projects. We continually monitor the progress of our field operations and adjust our resources daily and as needed to achieve schedule milestones and meet client expectations.

Schedule. We can submit our proposal within 24 to 48 hours after receiving the request from the City. Geotechnical and environmental projects are usually completed within 4 to 6 weeks. Construction materials testing schedules are dependent on the construction schedule. Dan and the GEC Task Leader will establish the schedule for each task assignment in conjunction with the City representative. For short duration projects, Dan will review the schedule on a daily basis to ensure that project deliverables are completed on time. For longer duration projects, monthly progress reports will be submitted and will indicate any deviation from the original schedule, along with corrective measures, if needed to achieve the overall project milestones. We can typically provide construction materials field and/or laboratory test results on the same day as the request to facilitate the contractor's schedule. For emergency response situations, such as pipeline breaks or roadway subsidences, GEC is committed to providing personnel on site within two hours of your notification. GEC's

f. Firm's Understanding of Services

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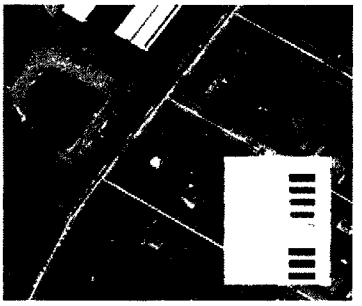
Orlando Office is located less than 30 minutes from the Ocoee City Hall, and we understand a prompt response in an emergency situation is critical to limit facility closure periods. Our in-house Ground Penetrating Radar (GPR) and Cone Penetration Test (CPT) rig have been very useful in evaluating subsoil conditions when a subsidence or sinkhole occurs. As an example, GEC responded to a subsidence that occurred in 2019 at SR 50 and South Bluford Avenue. A sanitary sewer manhole structure shifted and GEC responded within 24-hours with GPR equipment and Crew to evaluate pavement thickness and potential raveled soils. GEC also developed preliminary recommendations for remediation of potential raveled soils.

Schedules often need to be accelerated to accommodate grant funding requirements. GEC recently completed the geotechnical design of the Little Wekiva River Erosion Mitigation Improvements Project with the City of Altamonte Springs, which was funded by a FEMA Grant to repair flood damage and mitigate future flooding. In order for the City of Altamonte Springs to secure the grant funding, a very tight project schedule was established, and GEC mobilized multiple drill rigs to keep the project on schedule.

Project Communications. Based on our experience, the projects assigned under this type of contract can vary widely in scope and duration, from less than a week to more than a year. Dan will work with the City representative to establish a schedule for updating the City on project milestones that is tailored to the project type and length. Part of GEC's construction materials testing quality control program requires immediate notification and tracking of failed tests so that remediation and retesting can take place promptly. If a material test failure cannot be remediated promptly, GEC will notify our City Project Manager to give them updates on the status of the failure and the remedial actions that are taking place.

Cost Control. GEC's cost accounting system, Deltek Vision, tracks all project costs and develops budget status reports on a weekly or monthly basis. This allows our Project Managers to quickly identify any areas where the project budget may be exceeded and quickly take corrective action to complete the task assignment within the original budget. A review of the project budget status will be provided on a monthly basis as a minimum. In addition, GEC applies innovative solutions to projects when possible to limit project costs and enhance the schedule. An innovative technique employed by GEC is our in-house RoadScan Ground Penetrating Radar (GPR) system to assess asphalt, base and subgrade thicknesses, as well as the possible presence of voids below the pavement. GEC's RoadScan GPR system collects continuous pavement section data at highway speeds, which avoids the need for traffic control, and the output data integrates easily with GIS asset management systems. GEC is the only private company in Florida with the RoadScan GPR system.

Quality Assurance. GEC has a quality assurance/control program (QA/QC) that addresses field, laboratory and engineering services. Gary Kuhns, P.E., GEC's Chief Engineer, will be the Quality Control Manager and Gary has 39 years of engineering experience in Central Florida. He will make sure our contract-specific QA/QC procedures are followed on all City projects. GEC's QA/QC program includes the requirement for two authors on every engineering report, with one author being a seasoned engineer who has been qualified as a Senior



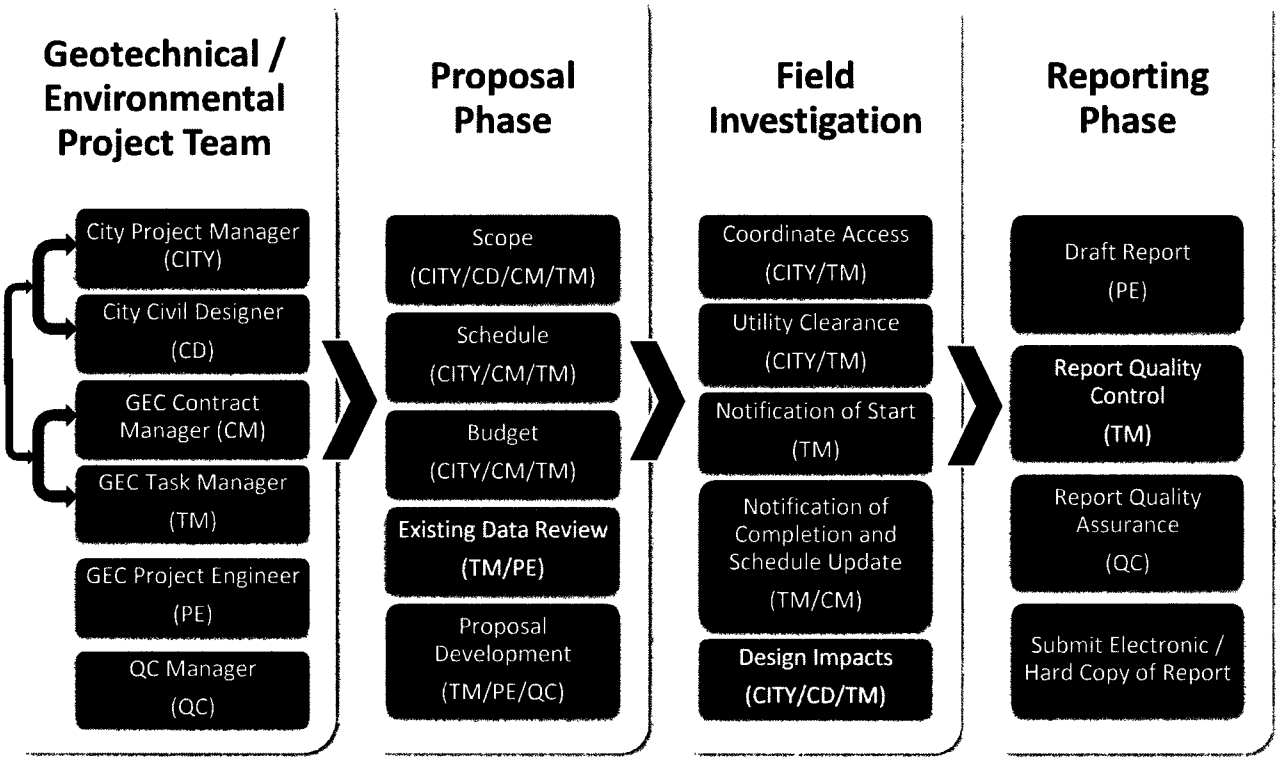
RoadScan Pavement Thickness GIS Output

f. Firm's Understanding of Services

Engineer in accordance with the GEC QA/QC Program. In addition, our Orlando and Kissimmee laboratories have their own QA/QC plans and are qualified by FDOT.

Safety. Safety is always a GEC priority, especially since drilling, testing and other field operations can entail the use of heavy equipment and other potentially dangerous machinery in proximity to active roadways, utilities and other facilities. GEC has a corporate health and safety plan that covers all of our operations and we will develop a contract-specific health and safety plan for this City of Ocoee contract. Our personnel are trained in the safe use of all required machinery and equipment, and all precautions will be taken to avoid any concerns.

Reporting. Project reports will be clear, concise and will be reviewed in accordance with the contract-specific QA/QC Plan. Construction materials testing projects will be reported on a monthly basis, along with a monthly invoice and updates on the project costs and schedule. As test results on construction projects are generally required as soon as possible to keep projects on schedule, field inspection and test results will be provided through email on a weekly basis. The following graphic illustration describes GEC's management approach for geotechnical/environmental and construction materials testing projects. Key items in the project approach such as review of existing data to reduce field investigation costs, early notification of design impacts when identified in the field and the use of project tracking sheets on construction testing projects have been highlighted in green on the flow charts.



f. Firm's Understanding of Services

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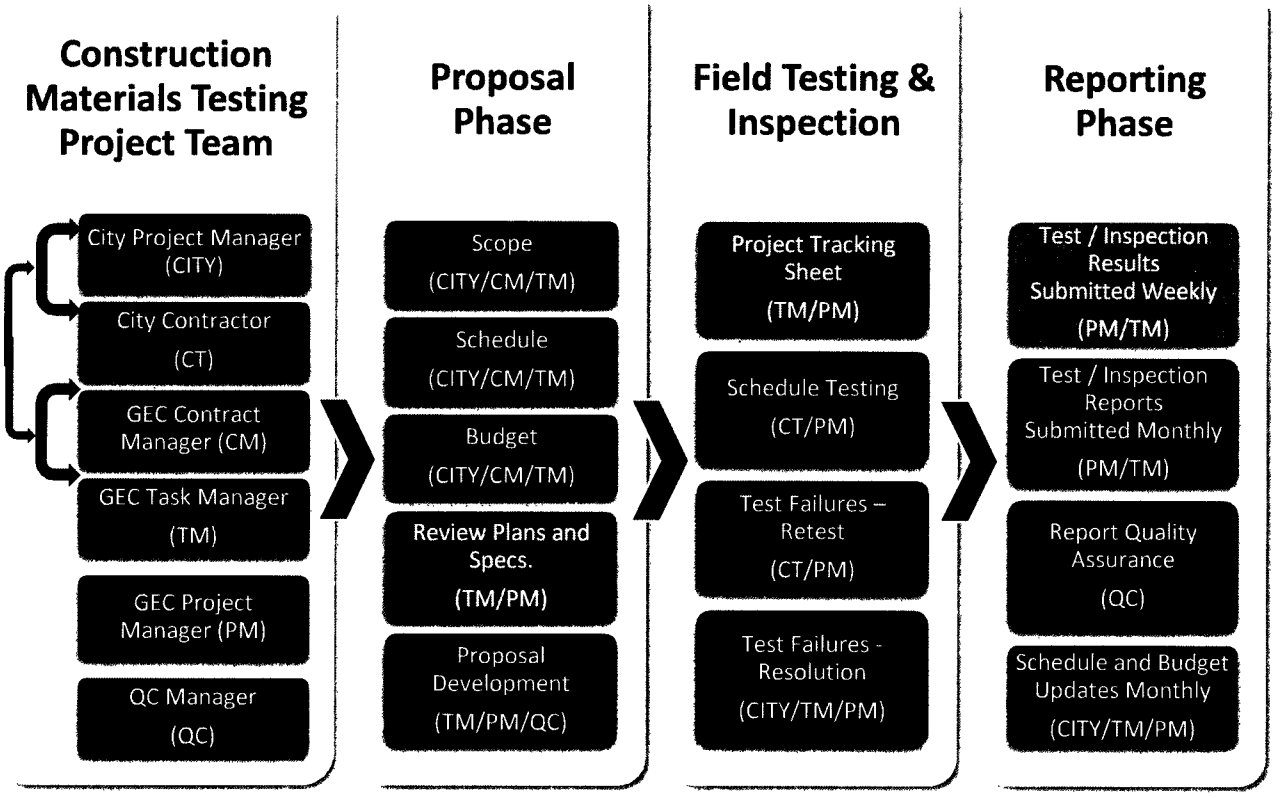


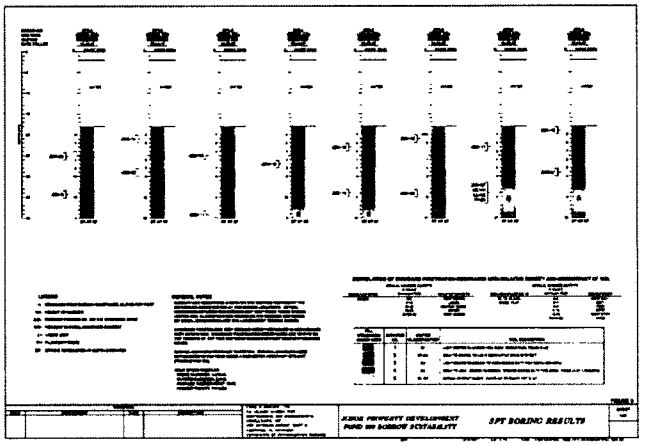
Project Approach Example - NeoCity Academy. To further illustrate our approach, we provide the following example of one of our geotechnical engineering, construction materials testing and contamination assessment projects - the state-of-the-art NeoCity Academy in Osceola County. GEC also provided geotechnical engineering, contamination assessment and construction materials testing services for mass grading, drainage, utilities, and transportation infrastructure to support construction of the overall NeoCity development.

Artist Rendering of Future NeoCity

The NeoCity site occupies about 483 acres of former lake bottom and uplands that previously comprised the Judge Farm. NeoCity required up to 10 feet of fill to raise site grades and a large stormwater lake in the western portion of the site was the source of the fill material. GEC's geotechnical investigation of the proposed borrow material identified organic soil (muck) and silty and clayey sands typical of lake bottom conditions. Although the underlying very silty/clayey sands would be difficult to compact, it was necessary to use this "less than optimal" material on-site to limit construction costs. GEC provided detailed classification of the silty/clayey soils, along with recommendations for special handling, placement and preparation of the material to allow its use in building and roadway areas, greatly reducing

development costs. To aid the site civil engineer and contractor in assessing soil workability constraints, GEC color-coded the boring profiles for easy identification, and quantifying of on-site materials.

Stratum Nos.	Color Code	Unified Soil Classification	Fill Suitability	Limitations
1, 2		SP, SP-SM	Suitable for mass grading, roadway embankment, structural fill & wet pond backfill	None
3		SM	Suitable with limitations for mass grading, roadway embankment and structural fill	Will require more handling to dry, place and compact. Thinner lifts may be required.
4		SM	Suitable with limitations for mass grading, roadway embankment and structural fill	Will require more handling to dry, place and compact. Thinner lifts may be required. Relatively impermeable and should not be used in drainage sensitive areas or in upper 3 feet of fill.
5		CL, CH	Adaptable with severe limitations for mass grading	To improve workability this stratum should be mixed with Strata 1, 2 or 3. Will require more handling to dry, place and compact. Thinner lifts will be required. Relatively impermeable and should not be used in drainage sensitive areas or in upper 5 feet of fill.



Color Coding of Soil Boring Logs for Fill Suitability at NeoCity Academy

GEC also conducted the Phase I Environmental Site Assessment (ESA) for NeoCity Academy and identified an historical animal holding pen on the site, which can be a source of pesticide chemical impacts. GEC followed up quickly with a Phase II ESA, to sample and test soil and groundwater, and was able to determine that contamination was not present and was eliminated as a project concern.

GEC's construction materials testing services included full-time monitoring of demucking activities as well as laboratory classification testing of excavated soils. Much of the in-situ soils at the NeoCity site are dark-stained from past exposure to the waters of Lake Tohopekaliga as well as the past agricultural use of the site, which makes identification of organic soils (muck) difficult. An experienced field technician, proficient in organic soil identification, was assigned to this project to avoid both under- and over-excavation of the muck. GEC field personnel developed daily field inspection reports as well as monthly status reports to facilitate communication of the field and laboratory test results to the site contractor and Osceola County.

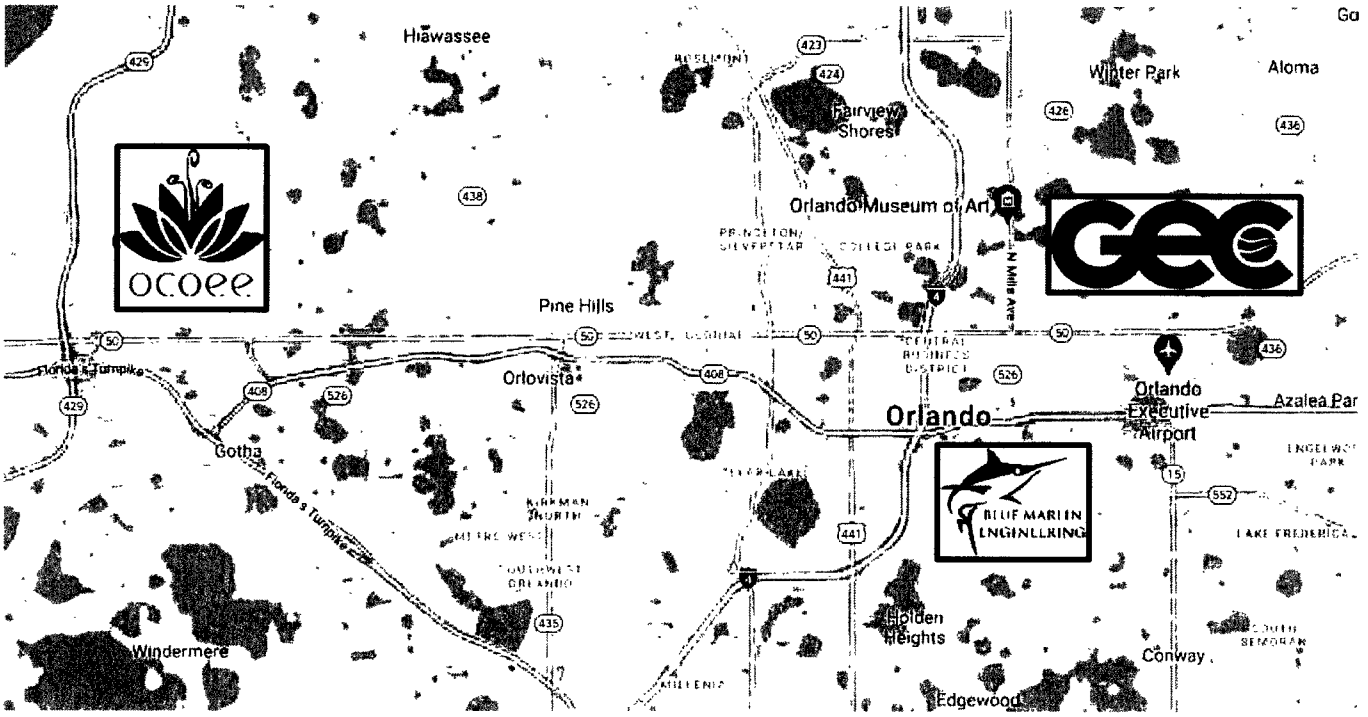
Tab II.

Firm's Office Locations & Other Forms

g. Locations of All Offices

g. Location of Offices

Office Location	Miles / Time to Ocoee City Hall
Prime Consultant: **Geotechnical and Environmental Consultants, Inc. (GEC)** 919 Lake Baldwin Lane Orlando, Florida 32814	**16.5 miles / 23 minutes**
Subconsultant: **Blue Marlin Engineering LLC** 102 Drennen Road, Suite B-10 Orlando, Florida 32806	**14.4 miles / 21 minutes**



h. Conflict of Interest Disclosure Form

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:

Geotechnical and Environmental Consultants, Inc. (GEC)
Firm Name

Daniel C. Stanfill
Signature

Daniel C. Stanfill, PE / Sr Vice President
Name and Title (Print or Type)

5/4/21
Date

i. Receipt of Addenda Issued

ACKNOWLEDGEMENT OF ADDENDA:

Bidder acknowledges receipt of the following addenda:

No. 1 Dated April 27, 2021
No. _____ Dated _____
No. _____ Dated _____

(Remainder of page left blank intentionally.)

j. Summary of Litigation

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.

No lawsuits, claims, or contract disputes have been filed by or against GEC in the past five (5) years that are related to the services that GEC provides in the regular course of business.

(Attach additional sheets if necessary)

k. Company Information/ Signature Sheet

COMPANY INFORMATION/SIGNATURE SHEET RFQ #21-005

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.

Geotechnical and Environmental Consultants, Inc. (GEC)
COMPANY NAME

407-898-1818
TELEPHONE (INCLUDE AREA CODE)

407-898-1837
FAX (INCLUDE AREA CODE)

dcstanfill@gecfla.com
E-MAIL ADDRESS

David C. Stanfill
AUTHORIZED SIGNATURE (manual)

Daniel C. Stanfill, PE / Sr Vice President
NAME/TITLE (PLEASE PRINT)

919 Lake Baldwin Lane
STREET ADDRESS

Orlando, Florida 32814
CITY STATE ZIP

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

Same Address

FEDERAL ID # 59-3044233

____Individual __X__Corporation ____Partnership ____Other (Specify)_____

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this 3rd day of May, 2021.

Personally Known ✓ or

Produced Identification_____

_____
(Type of Identification)

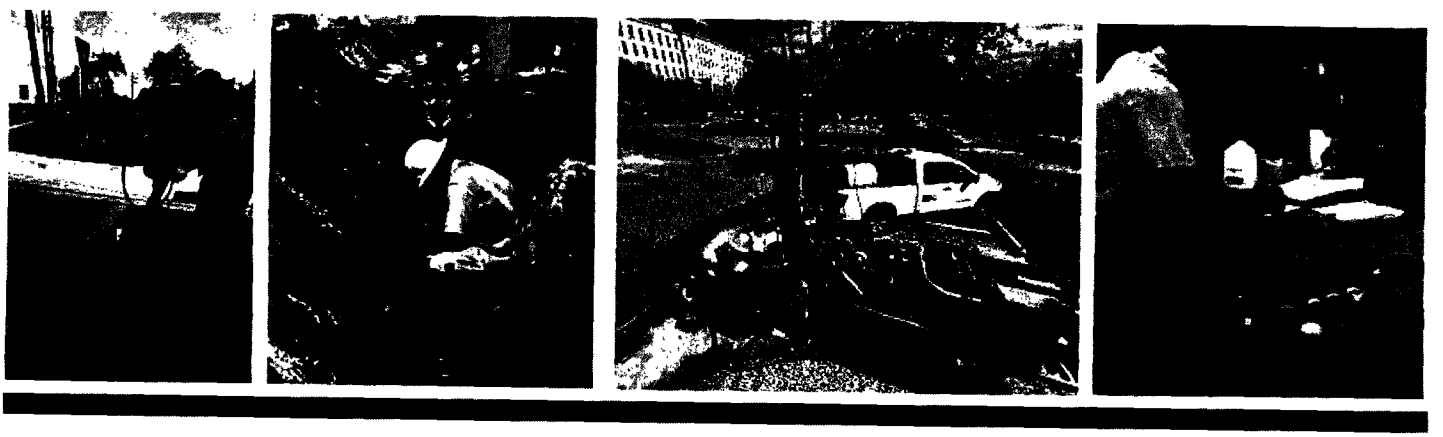
Notary Public - State of Florida

County of Orange

Norma I. Morales
Signature of Notary Public

NORMA I. MORALES
MY COMMISSION # HH 077756
EXPIRES: January 24, 2025
Bonded Thru Notary Public Underwriters

Printed, typed or stamped
Commissioned name of Notary Public



Prepared by:

GEC 30 Years!

Geotechnical and Environmental Consultants, Inc.

Geotechnical and Environmental Consultants, Inc. | 919 Lake Baldwin Lane, Orlando, Florida 32814 407-898-1818 | www.gecfla.com

GEOTAND-01 BBROWN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/5/2021

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 JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	CONTACT NAME: 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 : Travelers Prop & Cas of Amer	25674
INSURED Geotechnical and Environmental Consultants, Inc. Consultants, Inc. 919 Lake Baldwin Lane Orlando, FL 32814	INSURER B : Travelers Casualty & Surety Co	19038
	INSURER C : Berkley Insurance Company	32603
	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 Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	6806H710218	1/26/2021	1/26/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	BA3R867638	1/26/2021	1/26/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	CUP9D619194	1/26/2021	1/26/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	UB9J775015	1/26/2021	1/26/2022	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
C	Prof/Poll. Liab			AEC-9042065-05	1/26/2021	1/26/2022	Per Claim	2,000,000
C				AEC-9042065-05	1/26/2021	1/26/2022	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: City of Ocoee Continuing Contracts for Geotechnical Testing Services, RFQ #21-005. Certificate Holder is an Additional Insureds with regards to General, Auto and Umbrella Liability when required by written contract. Coverage is Primary & Non-Contributory with respect to all policies. A Waiver of Subrogation for all policies applies when required by 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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ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
JCJ Insurance Agency, LLC	Geotechnical and Environmental Consultants, Inc. Consultants, Inc. 919 Lake Baldwin Lane Orlando, FL 32814
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

Pollution Coverage
Pollution Liability is included under the Professional Liability.
Policy Dates: 1/26/21-1/26-22
Carrier: Berkley Insurance Company
Policy # AEC-9034467-04

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STAFF REPORT

Meeting Date: August 4, 2026
Item #: 13

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

Department Director: Steven Weber
City Manager: Craig Shadrix

Subject: Approval of Award for RFP #26-008 Citywide HVAC Maintenance Term Contract. (Procurement Manager Tolbert)

Background Summary: In compliance with the City of Ocoee Purchasing Code Chapter 21, proposals were solicited from qualified and licensed contractors to provide the necessary services for scheduled and emergency repair, and installation of air conditioning and heating systems throughout the City. The Contract requires the Contractor to provide maintenance services for all Air Conditioning & Heating units, Ice Machines, and Water Coolers City-wide. The City intends to award the term contract to a single qualified and licensed contractor. The term contract will be for three (3) years with two (2) automatic one-year extensions, and a one (1) one-year optional renewal. The City's current term contract for air conditioning and heating maintenance expires December 15, 2026, and the City's separate City Hall HVAC contract expires August 31, 2026. This term contract combines the scope of the existing agreements, and upon execution, this term contract will supersede and terminate the existing separate agreements.

The RFP was advertised on May 31, 2026, and publicly opened on June 30, 2026. A total of three (3) proposals were received. The Public Works and Finance Departments reviewed the proposals and all were considered responsive. Complete copies of all responses are available in the Finance Department for your review. The three (3) proposals were evaluated by the RFP Evaluation Committee, which consisted of four (4) members appointed by the City Manager: Steve Krug, Public Works Director; Brett McFarlane, Community Development Administrator; Richard Valentin, Facilities Supervisor; and Thomas Rigwood, Deputy Public Works Director.

The RFP evaluation committee meeting was held on July 14, 2026, with the Evaluation Committee evaluating and short-listing the firms on specific evaluation criteria (see the attached shortlist/evaluation form). The Evaluation Committee short-listed the following firms in ranked order, and recommends contracting with the top ranked firm, Apple Air Conditioning and Heating, Inc., per the attached award recommendation from the Public Works Director.

Rank	Respondent	Annual Maintenance Cost	Hourly Rate (Normal Business Hours)
1	**Apple Air Conditioning & Heating, Inc.**	**$19,040.00**	**$85.00**
2	Kalos Services, Inc.	$52,160.00	$110.00
3	Air Mechanical & Services Corp.	$110,700.00	$110.00

Issue:
Should the Honorable Mayor and City Commission award the term contract for Citywide HVAC Maintenance Services to Apple Air Conditioning and Heating Inc., as recommended by the Evaluation Committee?

Recommendations:
Staff recommends the Honorable Mayor and City Commission:
1. Staff recommends the Honorable Mayor and City Commission award the term contract for RFP #26-008 Citywide HVAC Heating Maintenance Term Contract to **Apple Air Conditioning & Heating, Inc.**;
2. Authorize the Mayor, City Clerk, and staff to execute all necessary contract documents; and issue purchase orders or use the City's purchasing card up to the budgeted amount each fiscal year; and
3. Authorize the City Manager to approve change orders to this contract up to the limit of his purchasing authority for each change order and up to the budgeted amount each fiscal year for all change orders.

Attachments:
1. Award Recommendation
2. Shortlist and Individual Evaluation Forms
3. Revised Proposal Checklist
4. Proposal Checklist
5. Solicitation
6. Addendum 01
7. Addendum 02

Financial Impacts:
The contract is funded through the Public Works Department Contractual Services (G/L ACCOUNT # 001-519-00-3400)

Type of Item: Consent

Mayor
Rusty Johnson

Commissioners
Scott R. Kennedy
District 1

Rosemary Wilsen
District 2

Richard Firstner
District 3

George Oliver III
District 4

City Manager
Craig Shadrix

MEMORANDUM

Ocoee Public Works Team
Improving a great community

Date: July 16, 2026

To: Shannon Hopper, CPPB
Purchasing Technician II

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

RE: Contract Award Recommendation.
RFQ #26-008
HVAC Maintenance Term Contract

Public Works recommends award of the HVAC Maintenance Term contract, RFQ #26-008, to Apple Air Conditioning & Heating, Inc. The City received proposals from three (3) qualified firms. Following individual reviews of the proposals, the selection committee unanimously ranked Apple Air Conditioning & Heating, Inc. as the top firm. The proposals were ranked primarily on rapid response capabilities, approach, experience and unit price proposals.

RFP #26-008 HVAC MAINTENANCE TERM CONTRACT
SHORTLIST/INDIVIDUAL EVALUATION FORM

Respondent	Air Mechanical & Service Corp.	**Apple Air Conditioning & Heating, Inc.**	Kalos Services, Inc
Evaluator 1	3	**1**	2
Evaluator 2	3	**1**	2
Evaluator 3	3	**1**	2
Evaluator 4	3	**1**	2
TOTAL	12	**4**	8
RANKING	3	**1**	2

Note: Lowest total = Top Ranking

The Evaluation Committee recommends award of the contract to the top ranked firm, Apple Air Conditioning & Heating, Inc.

Evaluator 1

RFP #26-008 HVAC MAINTENANCE TERM CONTRACT
INDIVIDUAL EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	Air Mechanical & Service Corp.	Apple Air Conditioning & Heating, Inc.	Kalos Services, Inc.
Experience and References (0-50 Points)	30	40	40
Resources (0-30 Points)	LOCAL STAFF? 15	20	20
Price Proposal (0-20 Points)	3	20 ✓	7
TOTAL POINTS (0-100 Points)	48 3	80 20	67 7
Member Ranking (1-3)	3	1	2

Price Points: Lowest annual price proposal devided by each price proposal then multiplied by 20 and rounded to the nearest whole number.

Evaluator Name STEPHEN C KRUG

Evaluator Signature _____

Evaluator 2

RFP #26-008 HVAC MAINTENANCE TERM CONTRACT
INDIVIDUAL EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	Air Mechanical & Service Corp.	Apple Air Conditioning & Heating, Inc.	Kalos Services, Inc.
Experience and References (0-50 Points)	50	46	~~45~~ 46
Resources (0-30 Points)	29	28	30
Price Proposal (0-20 Points)	3	20	7
TOTAL POINTS (0-100 Points)	82	94	82 83
Member Ranking (1-3)	~~2~~ 3	1	2

Price Points: Lowest annual price proposal devided by each price proposal then multiplied by 20 and rounded to the nearest whole number.

Evaluator Name Brett McFarlane

Evaluator Signature

Evaluator 3

RFP #26-008 HVAC MAINTENANCE TERM CONTRACT
INDIVIDUAL EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	Air Mechanical & Service Corp.	Apple Air Conditioning & Heating, Inc.	Kalos Services, Inc.
Experience and References (0-50 Points)	42	45	43
Resources (0-30 Points)	23	27	27
Price Proposal (0-20 Points)	3	20	7
TOTAL POINTS (0-100 Points)	68	92	77
Member Ranking (1-3)	3	1	2

Price Points: Lowest annual price proposal devided by each price proposal then multiplied by 20 and rounded to the nearest whole number.

Evaluator Name Richard Valentin

Evaluator Signature

Evaluator 4

RFP #26-008 HVAC MAINTENANCE TERM CONTRACT
INDIVIDUAL EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	Air Mechanical & Service Corp.	Apple Air Conditioning & Heating, Inc.	Kalos Services, Inc.
Experience and References (0-50 Points)	42	45	43
Resources (0-30 Points)	25	27	26
Price Proposal (0-20 Points)	3	20	7
TOTAL POINTS (0-100 Points)	70	92	76
Member Ranking (1-3)	3	1	2

Price Points: Lowest annual price proposal devided by each price proposal then multiplied by 20 and rounded to the nearest whole number.

Evaluator Name THOMAS S. RIGGSOOD

Evaluator Signature Thomas S. Riggsood

RFP #26-008
HVAC MAINTENANCE TERM CONTRACT
REVISED
PROPOSAL CHECKLIST

Respondent	Air Mechanical & Service Corp.	Apple Air Conditioning & Heating, Inc.	Kalos Services, Inc.
Acknowlement of Addenda 1-2	✓	✓	✓
Bid Security $1,000 or Waived w/Minimum 3 yrs active with State of FL Sec of State	Bid Security Waived. > 3 yrs active with State of FL Sec of State	Bid Security Waived. > 3 yrs active with State of FL Sec of State	Bid Security Waived. > 3 yrs active with State of FL Sec of State
Experience, References, Resources	✓	✓	✓
Company/LicenseVerifications	Active	Active	Active
Exceptions to Scope of Work or Contract Documents	Requested 7/9/26*; Received 7/9 None	None	None
Forms	✓	E-Verify Form Requested 7/9/26*; Received 7/9	E-Verify Form Requested 7/9/26*; Received 7/9
Quarterly Maintenance Cost	$27,675.00	$4,760.00	$13,040.00
Annual Maintenance Cost	$110,700.00	$19,040.00	$52,160.00
Business Hours Rate	$110.00	$85.00	$110.00
Non-Business Hr & Holiday Rate	$165.00	$125.00	$160.00
Markup/Discount % for Parts	30/0	20/10	/10
Ability to Meet Required Response Time	Yes	Yes	Yes
Contractor offers 24hr Live Dispatch	Yes	Yes	Yes

Respondents Listed in alphabetical order.
*Missing Forms considered a minor irregularity.

RFP #26-008
HVAC MAINTENANCE TERM CONTRACT
REVISED
PROPOSAL CHECKLIST
6/30/2026 2:00 pm

RFP #26-008
HVAC MAINTENANCE TERM CONTRACT
PROPOSAL CHECKLIST
6/30/2026 2:00 pm

Respondent	Air Mechanical & Service Corp.	Apple Air Conditioning & Heating, Inc.	Kalos Services, Inc.
Acknowlement of Addenda 1-2	✓	✓	✓
Bid Security $1,000 or Waived w/Minimum 3 yrs active with State of FL Sec of State	Bid Security Waived. > 3 yrs active with State of FL Sec of State	Bid Security Waived. > 3 yrs active with State of FL Sec of State	Bid Security Waived. > 3 yrs active with State of FL Sec of State
Experience, References, Resources	✓	✓	✓
Company/LicenseVerifications	Active	Active	Active
Exceptions to Scope of Work or Contract Documents	Requested 7/9/26*	No	No
Forms	✓	E-Verify Form Requested 7/9/26*	E-Verify Form Requested 7/9/26*
Quarterly Maintenance Cost	$27,675.00	$4,760.00	$13,040.00
Annual Maintenance Cost	$110,700.00	$19,040.00	$52,160.00
Business Hours Rate	$110.00	$85.00	$110.00
Non-Business Hr & Holiday Rate	$165.00	$125.00	$160.00
Markup/Discount % for Parts	30/0	20/10	/10
Ability to Meet Required Response Time	Yes	Yes	Yes
Contractor offers 24hr Live Dispatch	Yes	Yes	Yes

Respondents Listed in alphabetical order.
*Missing Forms considered a minor irregularity.

RFP #26-008
HVAC MAINTENANCE TERM CONTRACT
PROPOSAL CHECKLIST
6/30/2026 2:00 pm

CITY OF OCOEE

REQUEST FOR PROPOSALS
RFP #26-008

CITYWIDE HVAC MAINTENANCE
TERM CONTRACT

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RFP #26-008
CITYWIDE HVAC MAINTENANCE TERM CONTRACT

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**Submit with Proposal*

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Request for Proposals, Legal Advertisement

The City of Ocoee, Florida (the "City") is soliciting sealed proposals for **RFP #26-008 Citywide HVAC Maintenance Term Contract.** Proposals will only be accepted electronically through Bonfire, a free e-Procurement platform, **until 2:00 pm, local time, on June 30, 2026.** Proposals received after that time or through any other method will not be accepted under any circumstances. Proposals that have been timely received will be publicly opened virtually online and the names of the responding firms read aloud at that time; instructions provided at https://www.ocoee.org/959/Public-Bid-Meetings. All questions regarding this RFP should be in writing to Shannon Hopper, CPPB, Purchasing Technician, II Finance Department/Purchasing shopper@ocoee.org OR sent through the project file on Bonfire. No Pre-proposal conference is scheduled at this time. Prospective respondents may secure a copy of the documents required for submitting a proposal at no charge through Bonfire by accessing the City's published solicitation page at https://ocoee.bonfirehub.com. For more information, visit https://www.ocoee.org/323/Purchasing. Prospective respondents will be provided with all information regarding this RFP, addenda, and changes to the project requirements through the Bonfire platform. Melanie Sibbitt, City Clerk, Orlando Sentinel, May 31, 2026.

CITY OF OCOEE
REQUEST FOR PROPOSALS (RFP) #26-008
CITYWIDE HVAC MAINTENANCE TERM CONTRACT

A. Sealed proposals for RFP #26-008 will be received by the City of Ocoee, hereinafter called "City," from any person, firm, corporation, or agency, hereinafter called "Respondent, Firm, Bidder, or Proposer," submitting a proposal for the services being solicited. Each Respondent shall furnish the information required on the proposal form supplied and each accompanying sheet thereof on which an entry is made. Proposals submitted on any other format may be disqualified. Proposals must be typewritten or handwritten using ink; do not use pencil. Proposal documents must be submitted under the signature of a legally responsible representative, officer, or employee and should be properly witnessed and attested. All proposals should also include the name and business address of any person, firm, or corporation interested in the proposal, either as a principal, member of the firm, or general partner. If the Respondent is a corporation, the proposal should include the name and business address of each officer, director, and holder of 10% or more of the stock of such corporation.

B. The City intends to award a single contract to one (1) respondent 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 RFP. Proposals will be reviewed by an evaluation committee appointed by the City Manager or designee for this RFP and will be ranked in accordance with the established evaluation criteria. Date, time, and location of any scheduled evaluation committee meeting(s) for this RFP will be noticed publicly and on Bonfire. The evaluation committee will supply a ranked list of the proposing firms and a recommendation regarding which firm should be awarded the term contract by the City Commission. The City Commission's decision to endorse or modify the ranking by staff shall be final. Please be aware that all City Commission meetings are duly noticed public meetings and that all documents submitted to the city as a part of a proposal constitute public records under Florida law.

C. The City is ONLY accepting electronic solicitation responses online through the City's Euna Procurement/Bonfire platform at https://ocoee.bonfirehub.com. 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 Proposals for this RFP MUST be submitted electronically through the Bonfire Platform. Proposals received in any other format will not be accepted; no paper, fax, or e-mailed submissions will be accepted. There is no charge for prospective respondents to use the Bonfire e-procurement platform. The Bonfire platform's minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.

D. Registration with Bonfire is free and is required prior to submitting a proposal. It is suggested that prospective respondents register no later than 24 hours in advance of the submission deadline to ensure proper registration. For assistance with registering, contact the Bonfire Support Desk by emailing support@gobonfire.com. Support by email is provided Monday to Friday from 8:00 a.m. – 8:00 p.m. EST/EDT.

Upon completing the registration with Bonfire, bidders will be able to submit a bid securely, any time before the bid submission deadline, at https://ocoee.bonfirehub.com by clicking "PREPARE YOUR SUBMISSION" under the solicitation. An instructional video is provided for an overview of the submission process. Once the bid has been submitted, the Bidder will receive a date/time stamp confirmation within the Bonfire platform and an email confirmation of the bid submission. Bids submitted on the Bonfire platform will remain locked and inaccessible by City staff until the bid deadline. Bidders are encouraged to allow ample time to upload and submit their Bid as the system will automatically lock upon the bid submission deadline.

E. File Uploads – Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Platform. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated. All electronic files uploaded must be in a common format accessible by software programs the City uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf). Respondents will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Respondents will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.

F. **Deadline for Receipt of Questions:** The City will receive questions regarding this RFP only through written inquires directed to Shannon Hopper, CPPB, Purchasing Technician II at shopper@ocoee.org OR through the questions and answer section of the project file on Bonfire until **2:00 p.m., local time, June 23, 2026**. Any clarifications/changes will be made by way of written addenda only, issued by Purchasing and posted on Bonfire. Respondents should not contact City staff (with the exception of the Purchasing Technician), City Commission, or other City consultants for information regarding this RFP before the proposal award date. Any contact with any other member of City Staff, City Commission, or its agents during the solicitation, award, and protest period may be grounds for disqualification.

G. **Pre-Proposal Conference**: None scheduled at this time.

H. **Proposal Submission Deadline:** Proposals will ONLY be accepted electronically through the Euna Procurement/Bonfire Platform until **2:00 p.m., local time, June 30, 2026**. Respondents shall submit one (1) complete electronic copy, preferably in a single file, of their Proposal package on Bonfire. Proposals must be received by Bonfire no later than the Proposal Submission Deadline**.** It shall be the sole responsibility of each Respondent to have their Proposal **uploaded and submitted** in Bonfire prior to the due date and time. Any attempt to submit a Proposal after the submission deadline will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received by Bonfire will be resolved against the Respondent. A virtual public bid opening will be held at approximately 2:01 pm. or as soon thereafter, and the name of the responding firms will be read aloud at that time.

I. The meeting link and details on how to access the virtual bid opening are available on the City's website at https://www.ocoee.org/959/Public-Bid-Meetings and will also be posted in the project file on Bonfire.

J. Proposals will be reviewed by an evaluation committee appointed by the City Manager or designee and will be ranked in accordance with the established evaluation criteria. Date, time, and location of any scheduled evaluation committee meeting(s) for this RFP will be publicly noticed and posted on Bonfire. The evaluation committee will supply a ranked list of the proposing firms and a recommendation regarding which firm should be awarded the term contract by the City Commission. Award of the contract, if an award is made, will be made by the Ocoee City Commission at a later date. The City Commission's decision to endorse or modify the ranking by staff shall be final. Please be aware that all City Commission meetings are duly noticed public meetings and that all documents submitted to the City as a part of a proposal constitute public records under Florida law.

K. All Respondents shall thoroughly examine and become familiar with this RFP package and carefully note the items specifically required for submission of a complete proposal.

L. **Submission of a Proposal shall constitute an acknowledgment that the Respondent has complied with the instructions of this RFP**. The failure or neglect of a Respondent to receive or examine a document shall in no way relieve Respondent from any obligations under its Proposal or the Contract. No claim for additional compensation will be allowed based upon a lack of knowledge or understanding of any of the Contract Documents or the Scope of Services. Proposals shall be in compliance with the contract documents and scope of services. **All costs to prepare and submit a proposal shall be the responsibility of Respondent; the City shall make no reimbursement of any kind.**

M. Any response by the City to a request by a prospective respondent for clarification or correction will be made in the Bonfire project file or in the form of a written addendum which will be distributed via Bonfire. It shall be the responsibility of each Respondent to obtain a copy of all the addenda issued. The City reserves the right to issue addenda concerning the date and time when proposal acceptance shall close at any time up to the date and time set for proposal closing. In case any Respondent fails to acknowledge receipt of any such addendum, its proposal will nevertheless be construed as though the addendum had been received and acknowledged. Submission of a proposal will constitute acknowledgment of the receipt of the RFP Documents and all addenda. Only interpretations or corrections provided by written addenda shall be binding on the City. Respondents are cautioned that any other source by which a Respondent receives information concerning, explaining, or interpreting the RFP Documents shall not bind the City.

N. Any of the following causes may be considered sufficient for the disqualification and rejection of a proposal:

- Submission of more than one (1) Proposal for the same work by an individual, firm, partnership, or corporation under the same or different name. For purposes of this subparagraph, firms, partnerships, or corporations under common control may be considered to be the same entity.
- Evidence of collusion between or among Respondents.
- Being in arrears on any existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City.
- Poor, defective, or otherwise unsatisfactory performance of work for the City or any other party on prior projects that, in the City's judgment and sole discretion, raises doubts as to Respondent's ability to properly perform the services; or
- Any other cause that, in the City's judgment and sole discretion, is sufficient to justify disqualification of Respondent or the rejection of its Proposal.

O. **CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME):**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on an award to provide any goods or services to a public entity, may not submit a proposal on an award with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under an award with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. See Florida Statute 287.133 (2) (a).

P. **FLORIDA PUBLIC RECORDS LAW:**

In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Respondents should be aware that the proposal and the responses thereto are in the public domain and are available for public inspection. Respondents are requested, however, to identify specifically any information contained in their proposal that they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All proposals received in response to this request for proposals become the property of the City of Ocoee and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of City.

Q. **PUBLIC RECORDS COMPLIANCE:**

The City of Ocoee ("City") is a public agency subject to Chapter 119, Florida Statutes. Contractor agrees to comply with Florida's Public Records Law. Specifically, Contractor shall:

1. Keep and maintain public records required by City to perform the service.
2. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable

time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.

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

4. Upon completion of the contract, Contractor agrees to transfer at no cost to City all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public record to City upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3105, CCDL@OCOEE.ORG, WITH AN OFFICE LOCATED AT 1 NORTH BLUFORD AVE., OCOEE, FLORIDA 34761.

R. **PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING**: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

S. **HUMAN TRAFFICKING**

Pursuant to Florida Statute, §787.06(13), when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in §787.06(2)(a) Florida Statutes. **Submit attached affidavit with Proposal.**

T. **FOREIGN COUNTRIES OF CONCERN**

Pursuant to Florida Statute 287.138(4)(a), a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity

provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in Florida Statute 287.138(2)(a)-(c). **Submit attached affidavit with Proposal.**

U. **E-VERIFY**

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

E-VERIFY REGISTRATION AND USE.

A. Pursuant to section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.

B. Subcontractors

(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

(iii) Contractor shall maintain a copy of all subcontractor affidavits for the duration of the Agreement.

C. Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

D. Failure to comply with this provision is a material breach of the Agreement and shall result in the immediate termination of the Agreement without penalty to the City. Contractor shall be liable for all costs incurred by the City to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

Submit attached affidavit with Proposal

V. ACCEPTANCE AND AWARD:

The City reserves the right to accept or reject any or all proposals, to waive formalities, technicalities or irregularities, to request clarification of information submitted in any proposal, or to re-advertise for new proposals. The City may accept any item or group of items of any proposal, unless Respondent qualifies its proposal by specific limitations. The City may award one or more Respondents if, in the City's discretion, the City determines that it is in the best interest of the City 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. The City reserves the right, as an aid in the determination, to require a Respondent to submit such additional evidence of Respondent's qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Respondent, including past performance (experience) with the City and others. The City Commission shall be the final authority in the selection of any and all proposals for acceptance and award.

End of Section

GENERAL TERMS & CONDITIONS

RFP #26-008 CITYWIDE HVAC MAINTENANCE TERM CONTRACT

1. **BID SECURITY:**

1a) In lieu of providing a Bid Security, Respondent may provide documentation that the business has been active with the Secretary of the State of Florida for a minimum of three (3) years. Respondent warrants in good faith by virtue of bidding, the prices in its proposal will be good for an evaluation period of ninety (90) days from the date of bid opening.

OR

1b) Proposal must be accompanied by Bid Security in the form a Cashier's/Certified Check or company check upon an incorporated bank or trust company **or** a Bid Bond in an amount equal to ONE THOUSAND DOLLARS ($1,000.00). A combination of any of the former is not acceptable. Cash or company check will not be accepted as Bid Security. The cashier's check or Bid Bond is submitted as a guarantee that the Respondent, if awarded the Contract, will, after written notice of such award, enter into a written Contract with the City and as a guarantee that the Respondent will not withdraw its proposal for a period of ninety (90) days after the scheduled closing time for the receipt of proposals, in accordance with the accepted proposal and RFP documents. ***Please be aware that checks will be deposited***.

c) A copy of the Bid Security is to be included with the Proposal submitted electronically on Bonfire. The original bid security is to be sent within five (5) business days after the bid opening to: City of Ocoee, Finance Department/Purchasing, Attention: Shannon Hopper, CPPB, Purchasing Technician, 1 N. Bluford Ave., Ocoee, FL 34761. Failure to provide the original may cause your bid to be deemed non-responsive.

d) In the event of withdrawal of said Proposal within ninety (90) days following the opening of proposals, or Respondent's failure to enter into said contract with the City or failure to provide the City with other requirements of the Contract Documents or the RFP after issuance of Notice of Intent to Award by the City, then such Respondent shall be liable to the City in the full amount of the check or Bid Bond and the City shall be entitled to retain the full amount of the check or to demand from the Surety the penal sum of the Bid Bond as liquidated damages and not a penalty.

e) Surety companies executing bonds shall be duly insured by an insurer or corporate surety and signed by a licensed agent who holds a current Power of Attorney from the surety company issuing the bond.

f) The cost of the required Bid Security and required insurance coverage is to be included in Respondent's overhead and is not eligible for reimbursement as a separate cost by the City. The refund checks of the three (3) most favorable Respondents will be returned within three (3) days after the City and the successful Respondent have executed the contract for work or until the 91st day after proposal opening, whichever is earlier. The remaining checks will be

returned within thirty (30) days after the opening of proposals. Bid Bonds will be returned upon request following the same criteria as a check

2. **PERFORMANCE/PAYMENT BOND: NOT REQUIRED**

3. **PATENT INDEMNITY:**

Except as otherwise provided, the successful Respondent agrees to indemnify the City and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any letters patent of the United States arising out of the performance of this contract. Further, 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 Respondent uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the proposal price shall include all royalties or cost arising from the use of such design, device, or materials.

4. **DEFAULT:**

As a result of proposals received under this RFP, the award of the contract may be based, in whole or in part, on delivery and specification factors. Accordingly, should Contractor not meet the delivery deadline(s) set forth in the specifications or should Contractor fail to perform any of the other provisions of the specifications and/or other contract documents, the City may declare Contractor in default and terminate the whole or any part of the contract. Upon declaring Contractor in default and the contract in whole or in part, the City may procure and/or cause to be delivered the equipment, supplies, or materials specified, or any substitutions thereof and Contractor shall be liable to the City for any excess costs resulting therefrom. In the event Contractor has been declared in default of a portion of the contract, Contractor shall continue the performance of the contract to the extent not terminated under the provisions of this paragraph. Where Contractor fails to comply with any of the specifications, except for delivery deadline(s), the City may, in its discretion, provide Contractor with written notification of its intention to terminate for default unless prescribed deficiencies are corrected within a specified period of time. Such notification shall not constitute a waiver of any of the City's rights and remedies hereunder.

5. **PRICING:**

Pricing should be provided as indicated on the Proposal Form attached as Exhibit C. Please note that alternate price proposals will not be accepted unless specifically called for on the Scope of Services and/or Proposal Form. Costs incurred by a Respondent in the preparation of a Proposal in response to this RFP are solely that of the Respondent, and the City assumes no responsibility for such costs incurred by Respondent.

The Proposal Form should not be completed in pencil. All entries on the Proposal Form should be legible. The City reserves the right, but does not assume the obligation, to ask a Respondent to clarify an illegible entry on the Proposal Form. If the Proposal Form requires that the proposed price, or constituent portions of the proposed price, be

stated in unit prices and total price; the unit prices and the total price for the stated number of units identified on the Proposal Form should be provided by the Respondent and be correctly computed. If there is an arithmetical conflict between the unit price stated by Respondent on the Proposal Form and the total price stated by Respondent on the Proposal Form, the unit price shall take precedence. The City may unilaterally correct such arithmetical conflict on the Proposal Form to calculate the total price, utilizing the unit prices that have been identified by the Respondent. The taking of such action by the City shall not constitute grounds for Respondent to withdraw its Proposal nor shall it provide a defense constituting discharge of the Bid Security. The City reserves the right, but does not assume the obligation, to waive any mistake, omission, error, or other irregularity that may appear on the Proposal Form. However, the City reserves the right to reject as non-responsive Proposal Forms that are incomplete or contain information that is not required.

a) The prices have been arrived at independently, without consultation, communication, or agreement for the purpose of restriction competition, as to any matter relating to such prices with any other Respondent or with any competitor.
b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to opening, directly or indirectly to any other Respondent or to any competitor.
c) No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition. Every contract, combination or conspiracy in restraint of trade or commerce in this State is unlawful (s. 542.18, Florida Statutes, and all applicable federal regulations).
d) Respondent warrants the prices set forth herein do not exceed the prices charged by Respondent under a contract with the State of Florida Purchasing Division; and
e) Respondent agrees that supplies/services furnished under this Proposal, if awarded, shall be covered by the most favorable commercial warranties Respondent gives to any customer for such supplies/services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the proposal award.
f) Respondent represents that the article(s) to be furnished under this RFP is (are) new and unused (unless specifically so stated) and that the quality has not deteriorated so as to impair its usefulness.

6. **DISCOUNTS:**

a) Trade and time payment discounts will be considered in arriving at new prices and in making awards, except that discounts for payments within less than 30 days will not be considered in evaluation of proposals. However, offered discounts will be taken for less than 30 days if payment is made within discount period.
b) In connection with any discount offered, time will be computed from date of delivery and acceptance at destination, or from the date correct invoice is received in the office of Finance, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, on the date of City Check.

7. **SAMPLES:**
Samples of items, when required, must be furnished free of expense to the City and, if not called for within fifteen days from date of proposal opening, same will be disposed of in the best interest of the City.

8. **AWARD CRITERIA:**
The contract will be recommended to be awarded to the one Respondent according to the Evaluation Criteria contained in this RFP.

9. **LITERATURE:**
If required by the scope of work or the specifications, descriptive literature/brochures shall be included with this proposal in order to properly evaluate make/model offered. Proposals submitted without same may be considered non-responsive and disqualified.

10. **BID PROTESTS:**
All bid protests shall be submitted to the purchasing agent (Shannon Hopper, CPPB at shopper@ocoee.org with a copy to the Procurement Manager, Joyce Tolbert, NIGP-CPP, CPPB, FCCM, at jtolbert@ocoee.org) in the following manner:
   a) A bidder shall file a written bid protest under this Article or be barred any relief; oral protests shall not be acknowledged.
   b) A bid protest shall be limited to the following grounds:
      (1) Issues arising from the procurement provisions of the RFP, its addenda, and other bidding documents; and/or
      (2) Applicable federal, state, or local law. No bid protest may be based upon questions concerning the design documents (drawings and specifications), if any. The Respondent shall clarify all questions concerning the design documents of the project prior to submitting its bid.
   c) The content of the bid protest shall fully state the factual and legal grounds for the protest and the legal basis for the relief requested.
   d) The bid protest shall be filed with the purchasing agent not later than five (5) calendar days after the posting of the notice of intent to award or recommendation of award by staff, whichever is earlier.
   e) The purchasing agent, on behalf of the City, shall make a determination of the merits of the protest not later than five (5) business days after receipt of the protest. If the City denies the protest, the City may proceed with award of the contract unless enjoined by order of a court of competent jurisdiction.

11. **PAYMENT TERMS:**
   a) No payment will be made for materials ordered without proper purchase order authorization. Payment cannot be made until materials, goods, or services have been received and accepted by the City in the quality and quantity ordered. Terms are Net 30 days after receipt of proper invoice.
   b) Any contract resulting from this solicitation is deemed effective only to the extent of appropriations available for the work.
   c) The City of Ocoee, Florida has Florida Sales & Use Tax Exemption Certificate No. 85-8013779974C-0; and, pursuant to Chapter 212, Florida Statutes, is exempt from federal excise, state, and local sales taxes.

12. **SAFETY REQUIREMENTS:**

Respondent guarantees that the services to be performed and the goods to be provided herein comply with all applicable federal, state, and local laws, ordinances, regulations, orders, and decrees, including, without limitation, such of the following acts as may be applicable: Federal Consumer Product Safety Act, Federal Fair Labor Standards Act, Occupational Safety and Health Act, Federal Hazardous Substances Labeling Act, Federal Flammable Fabrics Act, and any applicable environmental regulations.

a) All contractors are required to comply with the Congressional Federal Register (CFR) of the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) Construction Industry, Part 1926, and CFR 1910-General Industry Standards that are applicable in construction work.
b) The prime contractor is not only responsible for the safety aspects of his operation and employees, **but** also that of all subcontractors on the job site.
c) Contractor must assure that a certified first aid person is designated, phone numbers of physicians, hospital, and ambulance services are posted (copy to Human Resources/Risk Management Director, City of Ocoee), and that a first aid kit is available.
d) All individuals are required to wear hard hats on all construction sites.
e) Provide personal protective equipment that may be required for jobs in progress (e.g.: hard hats, safety glasses, respirators, ear protection, long pants and shirts, etc.).
f) Observe the speed limit on City property.
g) Construction areas cleaned **daily**; excavations must be barricaded or flagged until backfilled. In some cases, bracing, shoring and sloping may be required.
h) Scaffolds shall have guard rails on all open sides and be secured to prevent displacement.
i) Welding and cutting - a fire watch and appropriate fire extinguisher shall be provided and combustible materials cleaned up.
j) All heavy equipment must have, where applicable: (a) back-up alarms, (b) boom angle indicator, (c) load chart, (d) reeving, (e) fire extinguisher, and (f) condition of hook and other items in accordance with OSHA 1926.550 and ANSI B30.5.
k) Personal fall protection must be provided at elevations exceeding ten (10) feet.

13. **DRUG-FREE WORKPLACE:**

Provide a statement concerning Respondent's status as a Drug-Free Workplace or evidence of an implemented drug-free workplace program. **To be submitted with Proposal. A form is**

14. **CONTRACT:**

a) The successful Respondent, herein also referred to as Contractor, will be required to enter into a contract with the City along with the terms and conditions included in the proposed contract for the initial period of three (3) years, with two (2) automatic one-year renewals and a one (1) year optional renewal at the City's discretion. The contract labor rates may be escalated up to 3% upon renewal of the contract each year. All other provisions of the contract shall remain constant for the life of the contract.
b) The City may, in its sole discretion, award any additional services, whether in the existing areas of the scope of work or in any area additional to those in the existing

scope of work, to any third party or the City's own employees. Contractor will be expected to cooperate with any or all other contractors who may be performing services for the City.

15. **CERTIFICATION OF NON-SEGREGATED FACILITIES**

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

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

16. **CONFLICT OF INTEREST/NON-COLLUSION CERTIFICATION:**

Respondent declares by submission of a qualification package that the only persons, or parties interested in their bid are those named herein, that this bid is, in all respects, fair and without fraud and that it is made without collusion with any other vendor or official of the City of Ocoee. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the contract for the described services.

Respondent certifies that no City Commissioner, other City Official or City employee directly or indirectly owns assets or capital stock of the bidding entity, nor will directly or indirectly benefit by the profits or emoluments of this proposal. (For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.)

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

Respondent further declares that a careful examination of the scope of services, instructions, and terms and conditions of this RFP has occurred, and that the proposal is made according to the provisions of the RFP documents, and will meet or exceed the scope of services, requirements, and standards contained in the RFP documents.

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

17. **PUBLIC ENTITY CRIME STATEMENT:**

a) All invitations to bid, as defined by Section 287.012(16), Florida Statutes, requests for proposals, as defined by Section 287.012(23), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

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

b) All Respondents that submit a Bid or Proposal to the City of Ocoee are guaranteeing they have read the previous statement and by signing the submitted documents are qualified to do so under Section 287.133, (2)(a), Florida Statutes.

18. **PERMITS/LICENSES/FEES:**

a) Any permits, licenses or fees required will be the responsibility of Contractor; no separate payments will be made. Permit fees are waived for any City of Ocoee permits required.
b) The City requires a City of Ocoee contractor registration if permitting is required. Please contact the City's Building Department at (407) 905-3104, directly for information concerning this requirement.
c) Adherence to all applicable code regulations (Federal, State, County, and City) is the responsibility of Contractor.

19. **STANDARD INSURANCE REQUIREMENTS:**

The successful Contractor shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the Contractor allow any Subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Ch. 440, Florida Statutes.

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

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

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

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

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

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

4) Owner's Protective Liability Insurance: As applicable for construction projects, providing coverage for the named insured's liability that arises out of operations performed for the named insured by independent contractors and are directly imposed because of the named insured's general supervision of the independent contractor. The Contractor shall procure and furnish an Owner's Protective Liability Insurance Policy with the following limits: $1,000,000, and per occurrence, $2,000,000. Aggregate and naming the City of Ocoee as the Named Insured.
5) Contractual Liability: If the project is not bonded, the Contractor's insurance shall also include contractual liability coverage to insure the fulfillment of the contract. **NOTE: FOR PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.**
   - $1,000,000 PER OCCURRENCE
   - $2,000,000 AGGREGATE
6) Commercial Umbrella:
   - $1,000,000 PER OCCURRENCE
   - $2,000,000 Aggregate
   - Including Employer's Liability and Contractual Liability
7) Builders Risk: Not applicable
8) Certificates of Insurance: Certificate of Insurance Form(s) (see sample below), naming the City of Ocoee as an additional insured will be furnished by the Contractor upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Agent. This certificate shall be dated and show:
   i) The name of the Insured contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, its termination date.
   ii) Statement that the Insurer shall mail notice to the 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.

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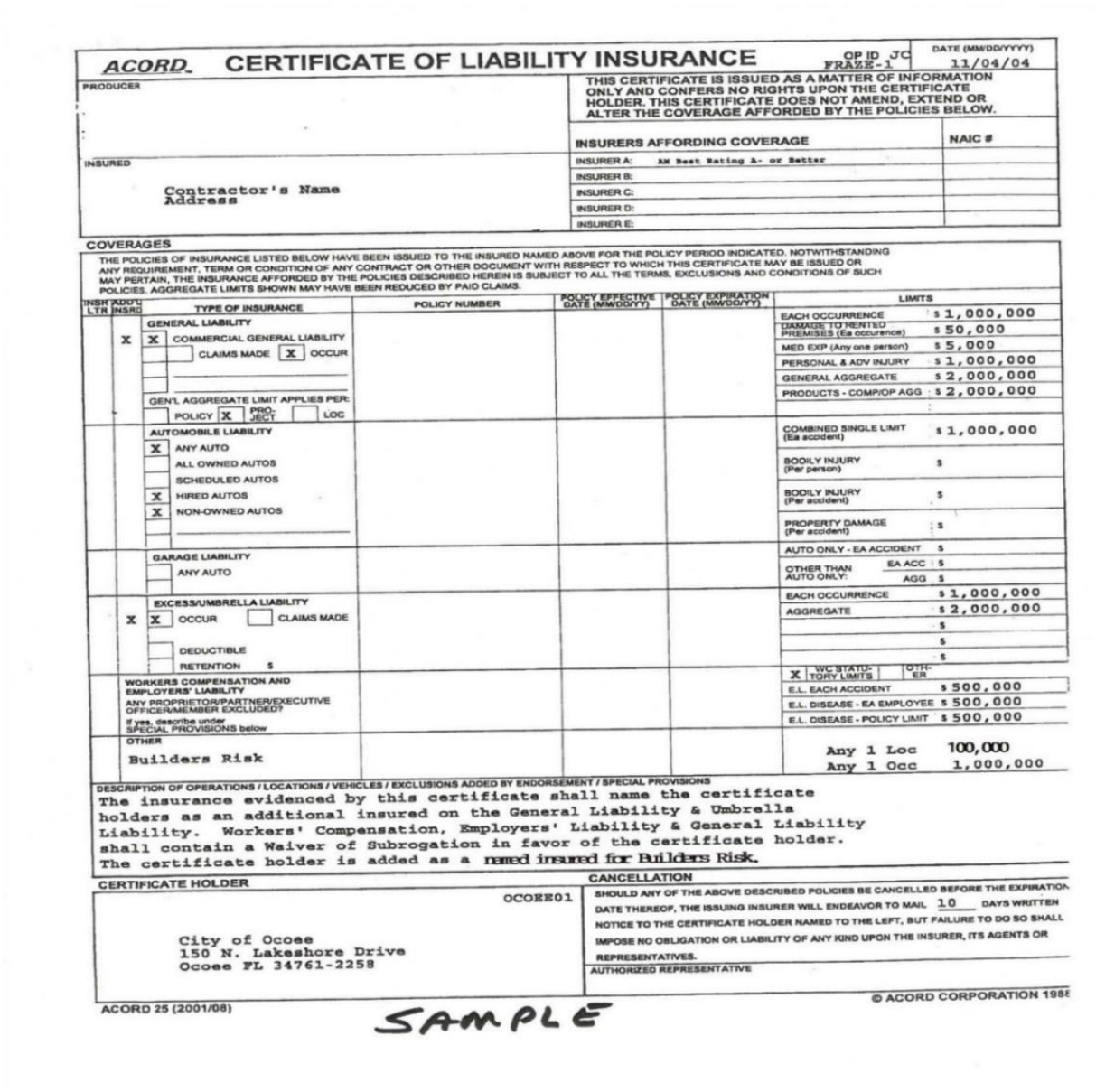
Sample COI on following page.)



ACORD. CERTIFICATE OF LIABILITY INSURANCE

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

PRODUCER

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

INSURED

Contractor's Name
Address

INSURERS AFFORDING COVERAGE | NAIC #

INSURER A: AM Best Rating A- or Better
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

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

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

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

CERTIFICATE HOLDER

OCOEE01

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

SAMPLE

Please note the current address to be listed for Certificate Holder:
City of Ocoee
1 N. Bluford Avenue
Ocoee, FL 34761

20. **EQUIPMENT LISTING:**

Submit with Proposal - Provide a list of Respondent's current equipment that will be used to perform the services called for in the Scope of Work of this RFP. Include a description of the equipment, quantity, year, make, model, etc., and whether the equipment is owned or leased. If the equipment is leased, provide the name of lessor. Attach additional sheets if needed.

_____

_____

_____

_____

_____

_____

21. **LIST OF SUBCONTRACTORS:**

Submit with Proposal - Provide a listing of subcontractors and/or temporary worker agencies. Include the company name, address, federal tax ID No., phone number, and contact name.

_____

_____

_____

_____

_____

_____

By submitting a Proposal, Respondent certifies it has investigated any listed subcontractor/temporary worker agency, Respondent has received and has in the Respondent's files evidence that each subcontractor/temporary worker agency maintains a fully-equipped organization capable of technically and financially performing the pertinent work, and that the subcontractor/temporary agency has done similar work in a satisfactory manner. **It is further acknowledged by Contractor that any CHANGE or OMISSIONS in the subcontractors listed above shall require the City of Ocoee's approval <u>before</u> any work shall commence by the additional subcontractor on this project.**

22. **REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR CONTRACTS:**
Submit with Proposal - Provide a minimum of three (3) separate references of current or previous contracts with a similar scope of work to the requested services of this RFP performed by Respondent within the past five (5) years. Respondent must demonstrate the ability to perform services of similar complexity, nature, and size. Respondent may also provide letters of references. For each previous contract provide a description of the scope, its location, contract dates, and a contact person willing and able to discuss the Respondent's performance for that contract. Letters of References may also be provided. Only contracts for which the Respondent was the prime contractor will be considered to be relevant. Attach additional sheets if necessary

Name of Project: _____
Project Details: _____
_____
Start date: _____ Completion date: _____
Location: _____
Awarding Agency: _____
Agency's Point of Contact: Name and Title: _____
Phone number: _____
Email address: _____

Name of Project: _____
Project Details: _____
_____
Start date: _____ Completion date: _____
Location: _____
Awarding Agency: _____
Agency's Point of Contact: Name and Title: _____
Phone number: _____
Email address: _____

Name of Project: _____
Project Details: _____
_____
Start date: _____ Completion date: _____
Location: _____
Awarding Agency: _____
Agency's Point of Contact: Name and Title: _____
Phone number: _____
Email address: _____

Name of Project: _____
Project Details: _____

_____

Start date: _____ Completion date: _____
Location: _____
Awarding Agency:_____
Agency's Point of Contact: Name and Title: _____
Phone number: _____
Email address: _____

Does Respondent have any similar work in progress at this time?

Yes_____ No _____

How long has Respondent been in business? _____ years _____ months

Bank or other financial references:

_____

_____

_____

_____

_____

(Remainder of page intentionally left blank.)

23. **SUMMARY OF LITIGATION:**

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

_____
_____
_____
_____
_____
_____

24. **ACKNOWLEDGMENT OF ADDENDA:**

Respondent acknowledges receipt of the following addenda:

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

(Remainder of page intentionally left blank.)

25. **EXCEPTIONS:**

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

If yes, list any exceptions Respondent has to the Scope of Work and/or the terms of the Contract. **Exceptions will not be considered after the RFP has been awarded.** The City reserves the right to accept or reject any requested exceptions. If Respondent leaves this section blank, Respondent agrees it has no exceptions.

(Remainder of page intentionally left blank.)

26. **SUBMITTALS:**

The City of Ocoee requests comprehensive responses to every section within this RFP. To facilitate the review of the responses, Respondents should follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Respondents with regard to content, rather to ensure the specific requirements set forth in this RFP are addressed in a uniform manner for ease of review and evaluation; any missing information will be evaluated accordingly.

Submissions should be limited to a total of **forty (40) 8.5"x 11" pages** (excluding forms), portrait orientation, 12-point font, if possible. The page limit applies to the material contained in Sections 1 and 2 of the proposal, as described below. The person signing the proposal on behalf of the Respondent must have the legal authority to bind the Respondent to the submitted proposal. Failure to adhere to the stated page limit or provide the required content may subject your proposal to disqualification.

In order to simplify the review process and obtain the maximum degree of comparison, the Respondent should provide the requested content in the following order when responding to the RFP.

Section 1 – Company Information

- Provide name, address, contact (office and emergency contact) information.
- Copies of company and employee certifications, licenses and registrations with regulatory agencies, professional organizations, etc.
- Provide copies of the appropriate State mechanical, electrical, heating & cooling licenses for the prime and, if applicable, any sub-contractors.
- List of sub-contractors, their qualifications, and their role in providing services. See Page 21.

Section 2 – Company Experience/References

- Provide the Company's history, number of years in business, the main focus of the company, etc.
- Provide a minimum of three (3) recently projects completed within the past five (5) years in Florida. Respondent should demonstrate the ability to perform services of similar complexity, nature, and size as what is requested in this RFP. For each project, provide client name, client contact information, description of service, project budget, start and completion date, etc. See Page 22.
- Describe the type and quantity of service vehicles, specialized tools, etc. as relevant to this contract. See Page 21.
- List of at least three (3) client references to include organization name, description, contact person, telephone number(s), and e-mail address.
- Provide a summary of Litigation in which Contractor was a party to and the outcome for the past five (5) years. See Page 24.
- Provide contractor's ability to meet the response time in the Scope of Work.

Section 3 – Service Rates

<u>Using the Form included in this RFP, provide the following</u>:

- Provide a lump sum amount for the annual scheduled maintenance for all units listed on "Exhibit C – List of AC & Heating Units, Ice Machines, and Water Coolers; on "Price Proposal Form – Exhibit B" provided.
- Provide loaded service rates, dollars per hour for regular (non-emergency) call outs and emergency call outs as described under "Scope of Services."
- Provide percentage mark-up for parts.
- Describe and provide amount for any other fees, travel expenses (if any), delivery charge, surcharges, disposal fees, etc. that may appear on company invoices.

Section 4 – Other Required Content

- $1,000 Bid Security OR
- In lieu of Bid Security, provide documentation proving 3 years active with Secretary of State. See Page 11.
- Acknowledgement of any Addenda. See Page 24.
- Exceptions to Scope or Proposed Contract. See Page 25.
- All forms listed on Table of Contents.

27. **EVALUATION CRITERIA:**

The criteria for making an award recommendation are:

1) **Contractors Experience and References (0 – 50 points)**
   a) Experience with similar service contracts.
   b) Overall experience of Contractor in AC & Heating maintenance and installation.
   c) Contractor's references.
   d) Ability to meet response time to City's requests for routine and emergency calls.
2) **Contractor's resources (0 – 30 points)**
   a) Active State licenses in specialty areas (AC & Heating, mechanical, electrical, etc.)
   b) Number of certified technicians and area of certification.
   c) Number of service vehicles, spare vehicles, specialized equipment, etc.
   d) Brand of AC & Heating equipment supported, manufacturer certification (if applicable).
3) **Price proposal (0 – 20 points)**
   a) Lump sum price proposal for scheduled maintenance.
   b) Service call rate for emergency service.
   c) Contractor mark-up on parts.

28. **SELECTION PROCESS:**

A City evaluation committee will review and evaluate each Respondent's submittal and will short-list and recommend to the City Commission one (1) firm to perform the required services.

The City reserves the right, before awarding the contract, to require a Respondent to submit such evidence of its qualifications, as the City may deem necessary and/or may require oral presentations or interviews of firms. The City Commission shall be the sole judge of the competency of Respondents.

Respondents will be notified on the Bonfire platform or other means of staff's recommended ranking of firms to the City Commission. The City Commission's decision to endorse or modify the ranking by staff shall be final. The successful Respondent shall be required to execute an agreement which provides, among other things, that any plans, drawings, reports, and specifications that result from Respondent's services shall become the property of the City. Upon the successful negotiation of an agreement, a formal contract will be prepared and subsequently executed by both parties.

29. **TIME SCHEDULE:**

The anticipated schedule of events related to this solicitation is:

May 31, 2026	RFP advertised
June 23, 2026	Last day for questions
June 30, 2026	Proposal submission deadline
*2-5 days later	Proposals distributed to Evaluation Committee
*1-2 weeks	Evaluation Committee Meeting
*Next City Commission Meeting	Top-ranked firm recommendation to City Commission

Dates above are an estimate and subject to change at the City's discretion.

End of Section

EXHIBIT "A"

SCOPE OF WORK

RFP #26-008 CITYWIDE HVAC MAINTENANCE TERM CONTRACT

The City of Ocoee, Florida, in conformance with the policies and procedures of the City of Ocoee (City) is soliciting proposals from qualified and licensed contractors (Contractor) that have experience in providing the necessary services for scheduled and emergency repair, and installation of air conditioning and heating systems throughout the City. The term contract will be for three (3) years with two (2) one-year automatic renewals and one (1) options.

The City intends to award a contract to a single qualified and licensed contractor based on factors included in the evaluation criteria, including but not limited to (1) response time to routine and emergency calls, (2) number of certified AC & Heating Technicians, (3) similar experience maintenance/repair term contracts, (4) lump sum amount for scheduled maintenance & service rate for emergency repairs, (5) Contractor's mark-up on parts, and (6) satisfactory reference check.

The Contract requires the Contractor to provide various scheduled maintenance services and emergency repairs for all HVAC units, ice machines, and water coolers city-wide.

1. SCHEDULED QUARTERLY MAINTENANCE

Contractor shall visit each unit listed on Exhibit C (list of citywide HVAC, Ice-Machines, and Water Coolers), every 3 months (Quarterly) and perform the following minimum tasks:

a) Clean all refrigerant coils as necessary.
b) Clean blower wheels and fan blades as necessary.
c) Clean pan and condensation drains.
d) Check refrigerant level and add refrigerant to AC & Heating units as necessary. The refrigerant level does not need to be checked on ice machines and water coolers.
e) Check and adjust belts.
f) Check current amperage draw for all motors.
g) Check bearings in motors for wear.
h) Clean or replace filters as necessary.
i) Electrically check compressor motor windings for breakdown.
j) Visually inspect electrical parts and connections.
k) Exercise machinery for all possible functions to ensure proper function.
l) Visibly inspect ducts and pipes for damage and contaminants.

Upon completion of the scheduled maintenance, Contractor shall submit a report indicating the condition of all units inspected and provide a list of items in need of repair and cost of repair in accordance with the terms of the Contract. Upon authorization to proceed, Contractor shall make the necessary repairs within 5 working days of the authorization.

Contractor should make every attempt to schedule maintenance activities to avoid or minimize interference with City operations and minimize discomfort to City employees. Activities for major HVAC units for City Hall, Police Department, Community and Recreation Centers are to be scheduled for non-business hours if the maintenance requires shut down of the system.

City may add additional units to the list provided on Exhibit C at a negotiated charge to satisfaction of both parties. Revisions to the list require approval by the Public Works Director and the City Manager on behalf of the City and authorized representative on behalf of the Contractor.

2. EMERGENCY RESPONSE

Contractor is required to respond to a request for service under emergency conditions within 2 hours of the request. Contractor shall provide 24-hours live dispatch service or a 24-hour cellular number for a licensed and qualified "on-duty" technician for contact by City staff.

If calls for service are answered by voicemail, the maximum wait time for a call back to a recorded voicemail shall be 15 minutes, which shall be included in the 2-hour response time. Failure to respond to a request for service within the specified time period shall constitute violation of the contract and subject to the following penalties:

TARDINESS	PENALTY
15 – 59 minutes	1/2 of service call rate
60 – 120 minutes	3/4 of service call rate
More than 120 minutes	No charge for service call

Three (3) or more violations in a 12-month period may result in termination of the contract at the discretion of the City.

The "on duty" technician shall have the means to diagnose the trouble and make temporary repairs as needed to make the system operational. Major repairs and part replacement shall begin no later than the next business day or as soon as the part is available. Contractor shall maintain adequate diagnostic equipment and an inventory of common parts for immediate repairs at all times.

For repairs or replacement exceeding $4,999.99, Contractor shall submit a written proposal to the Public Works Director or designee for review and authorization no later than the next business day and prior to commencement of work.

Contractor will submit an invoice after completion of the work that describes the work performed, time called, time arrived, time work completed, labor, and parts.

3. PERMITS & INSPECTIONS

Scheduled maintenance activities and minor repairs will not require a permit. The Contractor shall be responsible for filing the necessary permit application for non-emergency major component replacement with the City's Building Department. Under emergency conditions, the permit may be filed within 48 hours of the service call. The City permit fees are waived.

Contractor shall be responsible for scheduling, attending, and completing all necessary inspections to satisfy the permit requirements.

4. LICENSES

All contractors and sub-contractors proposed for this project shall be fully licensed in their discipline in the State of Florida as required by Florida law. A copy of the license for the prime and all sub-contractors shall accompany the bid. Failure of the firm to follow the guidelines specified above may result in disqualification from the selection process.

5. AIR CONDITIONING FILTERS

The filters are provided by the Contractor. There is no list of current sizes or quantities. Most of the filters are located in the air handling units. Some locations have filters in the ceiling instead of AH unit. The filter media is 1" or 2", as required, polyester (white/blue) that is cut to size from a large roll or precut pads and placed into a pad holding frame. The exception to that would be ice machines, water coolers or mini splits that usually have cleanable filters.

End of Scope

EXHIBIT "B"
PRICE PROPOSAL FORM
RFP #26-008 Citywide HVAC Maintenance Term Contract

1. **Lump sum amount for quarterly maintenance for all items listed on EXHIBIT C:**

   $_____

   _____dollars and _____cents

2. **Lump sum amount for annual maintenance for all items listed on EXHIBIT C:**
   (Bid Item No. 1 multiplied by 4 quarters).

   $_____

   _____dollars and _____cents

3. **Rate to be charged for service during business hours** (Monday-Friday, 7:30 a.m. to 5:30 p.m.)**:**

   $_____

   _____dollars and _____cents

4. **Rate to be charged for service during non-business hours & holidays:**

   $_____

   _____dollars and _____cents

5. **Mark-up or discount offered for parts: _____% Mark-up _____% Discount**

6. **Ability to meet the required response time stated in the Scope of Work: _____Yes _____No**

7. **Contractor offers 24-hour live dispatch:_____Yes _____No**

8. **List other items and amounts that will appear on invoices:**

   _____ _____

   _____

   The City reserves the right to delete any portion of the bid items above in order to meet budget constraints.

   _____
   Company Name

   _____
   Contractor's License Number

   _____
   Authorized Officer (print)

   _____
   Authorized Signature

   _____
   Date

HVAC				
LOCATION, ADDRESS	**MAKE**	**MODEL**	**SERIAL No.**	**TYPE OF UNIT**
CITY HALL				
1 N. BLUFORD AVE	MITSUBISHI	PUY-AK12NL	42U012497H1A36	MINI SPLIT
OCOEE, FL	MITSUBISHI	PUY-A12NKA7	48U35001D	MINI SPLIT
	TRANE	TRUYA0181KA70NA	0XU004327H1B30	MINI SPLIT
	TRANE	TRUYA0181KA70NA	03U011627H1B30	MINI SPLIT
	TRANE	TRUYA0121KA70NA	16U019137H1A30	MINI SPLIT
	TRANE	CGAM	U21F86000	CHILLER
	TRANE	CGAM	U21F86001	CHILLER
		TPKA0A0121LA00A	18M0205050TLLR	CHILLER
		TPKA0A0181LA00A	15M0022465TLLS	CHILLER
		CSAA030UAL00	K21C05235	CHILLER
		CSAA017UAL00	K21C05247	AHU
		TPKA0A0181LA00A	17M0132765TLLS	AHU
		CSAA021UAL00	K21C05241	AHU
		TPKA0A0181LA00A	17M0159865TLLS	AHU
		TPKA0A0181LA00A	18M0163565TLLS	AHU
		PKAA12LA1		AHU
		PKAAL12NL	51M0029265TQL0	AHU
CLINIC/PARKS				
150 N LAKESHORE	TRANE	CSAA021UAM00	KO4825871	AHU
OCOEE, FL 34761	TRANE	TTA15043DAA03BS01	24265621YA UNIT 1	CONDENSER
	TRANE	TTA15043DAA03B501	24265619YA UNIT 2	CONDENSER
LAKESHORE CENTER				
125 S LAKESHORE	YORK	AE60CBD12C	W1F8909307	AHU
OCOEE, FL 34761	YORK	YLAA0058HE17XFBBC	11551L85739245	CHILLER
	CARRIER	39M6STW05LMHB6XX1X	3813U35328	AHU
	YORK	YCE60B215A	W1K8138740	CONDENSER
	YORK	AE60CBD21C	W1F8909307	AHU

HVAC

LOCATION, ADDRESS	MAKE	MODEL	SERIAL No.	TYPE OF UNIT
MAGUIRE HOUSE				
16 E OAKLAND AVE	CARRIER	38ARQ008---501	4209G0075	CONDENSER
OCOEE, FL 34761	CARRIER	40RMQ008---B611HC	3909U20907	AHU
	CARRIER	25HCB336A300	2809E20943	AHU
	CARRIER	FY4ANF036	4109A69656	CONDENSER
	GOODMAN	GPC1460H41EC	20051157763	PACKAGE
VIGNETTI CENTER				
1910 ADAIR ST	TRANE	DAX12043AA		AHU
OCOEE, FL 34761	TRANE	GSZB406010AB		CONDENSER
	TRANE	GSZB406010AB		CONDENSER
FIRE STATION #38				
1916 ADAIR ST	GOODMAN	GPC14060H41EC	PACKAGE	PACKAGE
OCOEE, FL 34761				
VIGNETTI CONCESSION				
1910 ADAIR ST	TRANE	4TYK6524A10N0BA	150901593X	COND(MINI SPLIT)
OCOEE, FL 34761	TRANE	4MYW6524A10N0BA	15053115X	AHU (MINI SPLIT)
TOM ISON CENTER				
1701 ADAIR ST	AMANA	ASX140601KB	16053262130	CONDENSER
OCOEE, FL 34761	AMANA	ASPT61D14AA	1603064940	AHU
	GOODMAN	G52140601KE	1803177369	CONDENSER
	AMANA	ASPT61D14AC	1803067094	AHU
	CARRIER	38CKC036350	4305E31080	CONDENSER
	CARRIER	38CKC036350	4205E23476	CONDENSER
	CARRIER	FA4BNF036	4605A71908	AHU
	CARRIER	FA4MNF036	3605A71914	AHU

HVAC				
LOCATION, ADDRESS	**MAKE**	**MODEL**	**SERIAL No.**	**TYPE OF UNIT**
WW MGMT ADMIN				
1810 AD MIMS	YORK	HMH72B481S	C3R9PG1141	CONDENSER
OCOEE, FL 34761	YORK	HMH72B601S	C3R6PG0182	CONDENSER
	YORK	AE60DBC21G	W2D2323952	AHU
	YORK	RXB12AAXVJU	K045679	COND(MINI SPLIT)
	DAIKIN			EVAP (MINI SPLIT)
OCOEE WWTP				
1800 AD MIMS	LENNOX	KCA120S4BN3Y	5615J04753	PACKAGE
OCOEE, FL 34761	BARD	W36A1-B00	310L133060957-02	PACKAGE
	MITSUBISHI	MSY-D30NA	4001885	AHU
	MITSUBISHI	MUYD30NA	4001381T	CONDENSER
PUBLIC WORKS				
301 MAGUIRE RD	CARRIER	40RN-012-B611HC	2706U15111	AHU
OCOEE, FL 34761	CARRIER	38ARD012-501	2206G40165	CONDENSER
	CARRIER	FA4CNF024	2806A46549	AHU
	CARRIER	24ABR324A310	0706E10895	CONDENSER
	YORK	YCE60B21SA	W2C2192716	CONDENSER
	YORK	AE60CBD22G	W2F1130233	AHU
FIRE STATION #39				
2515 S MAGUIRE RD	AMANA	ASPT29B14AB	1709266986	AHU
OCOEE, FL 34761	AMANA	ASX1402416A	1610211347	CONDENSER
	CARRIER	50TC0008A2B5A0A0A0	3911930399	PACKAGE
FIRE STATION #26				
1500 N CLARKE RD	TRANE	TSC012053E0A0C0000	154410797L	PACKAGE
OCOEE, FL 34761	GOODMAN	ARUF024-00A1A	50642781	AHU
	GOODMAN	CKL24IL	504136674	CONDENSER

HVAC				
LOCATION, ADDRESS	**MAKE**	**MODEL**	**SERIAL No.**	**TYPE OF UNIT**
FIRE STATION #25				
563 S BLUFORD AVE	AMANA	ASPT61014AC	1709319178	AHU
OCOEE, FL 34761	AMANA	ARUF66D14AC	1806360962	AHU
	AMANA	ARUF18B14AB	1407196430	AHU
	YORK	F2FP042N06B	XKMS266489	AHU
	YORK	F2FP048N06B	XGMS183834	AHU
	YORK	F2FP048N06B	XHM5207662	AHU
	DAIKIN	DAT09043AA	220414325	AHU
	YORK	HIRA042525A	WNMM039910	CONDENSER
	YORK	HIRA048525A	WANM045231	CONDENSER
	DAIKIN	DX11TA0903AA	2109203268	CONDENSER
	GOODMAN	G5X140481KD	18070700704	CONDENSER
	GOODMAN	GSX130181ED	1406396221	CONDENSER
	GOODMAN	GSC130241FC	1407042447	CONDENSER
	YORK	H1RA048S25A	WMLM036844	CONDENSER
	AMANA	ASX140601KC	1706148530	CONDENSER
JIM BEECH CENTER				
1820 AD MIMS	TRANE	TWE042C14FC0	P216L7C1V	AHU
OCOEE, FL 34761	TRANE	TWE060913FB0	P1332G01V	AHU
	WEATHER KG	WBHA24J11NFBA1	TM070005280	AHU
	TRANE	TWE120A300B0	P1435RC5H	AHU
	TRANE	TTA042D300A0	P163K8DFF	CONDENSER
	TRANE	TTA042D300A0	P105TBC2F	CONDENSER
	GOODMAN	GSXN404210AB	2403138710	CONDENSER
	CARRIER	38AR0012501	4609G4011B	CONDENSER
	CARRIER	50K4B-40-46A4B0A0	925445220	PACKAGE
	YORK	YCE60B21SA	W2A1635123	CONDENSER
	YORK	AE60DX21G	W2D1926960	AHU

HVAC

LOCATION, ADDRESS	MAKE	MODEL	SERIAL No.	TYPE OF UNIT
POLICE DEPARTMENT				
646 OCOEE COMMERCE	PAYNE	PA13NR036-H	3708X72925	CONDENSER
OCOEE, FL 34761	CARRIER	FB4CNF060	4211AB4079	AHU
	CARRIER	FB4CNF060	0312A85547	AHU
	CARRIER	FY4AN84735	0510A84735	AHU
	CARRIER	FB4CNF060	2311A85230	AHU
	LENNOX	CB21V-65-2P	5894F26080	AHU
	LENNOX	CB21V-51-2P	5894H13567	AHU
	CARRIER	24ABB360A520	4311E00703	CONDENSER
	CARRIER	24ABB360A520	0512E01199	CONDENSER
	CARRIER	25HBC360A500	1110E19072	CONDENSER
	LENNOX	HP29-048-7Y	5806K01145	CONDENSER
	CARRIER	24ABB360A520	2111E21170	CONDENSER
	LENNOX	HP29-060-7Y	5807A09603	CONDENSER
	LENNOX	HP29-048-7Y	5806K01145	CONDENSER
	BARD	WH184-A04	433J213885011-02	PACKAGE
	AMANA	ASPT59C14AC	1905228286	AHU
	AMANA	ASX140481KC	1904343261	CONDENSER
STORAGE CENTER				
1107 WURST RD	GOODMAN	ARUF364216AB	707716789	AHU
OCOEE, FL 34761	GOODMAN	ARUF364216AA	612660712	AHU
	GOODMAN	GSC130421AC	709053507	CONDENSER
	GOODMAN	GSC130421AC	709053508	CONDENSER

HVAC				
LOCATION, ADDRESS	**MAKE**	**MODEL**	**SERIAL No.**	**TYPE OF UNIT**
OCOEE LITTLE LEAGUE				
570 FLEWELLING AVE	BARD	W42A2-A00	318L163364621-02	PACKAGE
OCOEE, FL 34761				
HACKNEY PRAIRIE WATER PLANT				
8590 HACKNEY PRAIRIE	FRIDRICH	WE12A33E-A	LBCR 19003	
OCOEE, FL 34761				
OCOEE WATER TREATMENT				
2567 MAGUIRE RD	BARD	WA242A00WWW3M	140G5201482402	PACKAGE
OCOEE, FL 34761	BARD	WA242A00WWW3M	140C05201482502	PACKAGE
SOUTH WATER PLANT				
581 MAGUIRE RD	YORK	YEE36B21SA	W2F1165048	CONDENSER
OCOEE, FL 34761	YORK	AE36BBA21G	W2M1676657	AHU

ICE MACHINES

LOCATION, ADDRESS	MAKE	MODEL	SERIAL No.
CITY HALL	ICE O MATIC	ICE U 150HA2	D438-00455-Z
PUBLIC WORKS	ICE O MATIC	ICE0500HA5	13O51280011387
FIRE STATION 1	MANITOWOC	S400	30320606
FIRE STATION 2	MANITOWOC	S400	30320108
FIRE STATION 3	ICE O MATIC	KC400HAPB1	V711202983Z
WASTE WATER PLANT	HOSHIZAKI	KM500MAH	M25674K
JIM BEECH CENTER	SCOTSMAN	C0522MA-11B	12O81320016710
TOM ISON CENTER	SCOTSMAN	CU15265A-1A	13O61320010307

WATER COOLERS

LOCATION, ADDRESS	MAKE	MODEL	SERIAL No.
CITY HALL	HALSEY		74158365001
FLEET-PUBLIC WORKS	OASIS	P8AM-D101	22351165
FIRE STATION 1	SUNROC		
FIRE STATION 2	ELKAY		
FIRE STATION 3	ELKAY		
WASTE WATER PLANT	ELKAY		
POLICE DEPARTMENT	HALSEY		79158365001
POLICE DEPARTMENT	HALSEY		
POLICE DEPARTMENT	HALSEY	4421855001	
POLICE DEPARTMENT	HALSEY	HAC-8FS-Q	940534183
WATER PLANT	ELKAY		
PUBLIC WORKS	EBCO	DP7WMPE	8413068415
JIM BEECH CENTER	ELKAY	EFSTL81B	70431118
TOM ISON CENTER	ELKAY	EXFSTL81B	60416583
CLINIC	HALSEY	HTV-8-Q-TTG	
PUBLIC WORKS	ELKAY	EZFSTLR81B	60912311
PUBLIC WORKS	ELKAY	EXZFSTLR81B	60823551

RFP #26-008 COMPANY INFORMATION/SIGNATURE SHEET

FAILURE TO COMPLY WITH THE RFP INSTRUCTIONS MAY RESULT IN DISQUALIFICATION OF YOUR PROPOSAL. SIGN BELOW ATTESTING YOU HAVE READ AND UNDERSTAND ALL RFP INSTRUCTIONS. THE PERSON SIGNING THIS FORM SHOULD HAVE THE LEGAL AUTHORITY TO BIND THE COMPANY IN A LEGAL CONTRACT.

_____ COMPANY NAME

_____ TELEPHONE (INCLUDE AREA CODE)

_____ E-MAIL ADDRESS

_____ AUTHORIZED SIGNATURE (manual)

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

_____ NAME/TITLE (PLEASE PRINT)

_____

_____ STREET ADDRESS

_____

_____ CITY STATE ZIP

FEDERAL ID #_____

_____Individual _____Corporation _____Partnership _____Other (Specify)_____

STATE OF_____
COUNTY OF_____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____day of _____, 20____.

Personally Known_____ or
Produced Identification_____

_____
(Type of Identification)

_____
Signature of Notary Public

_____
Printed, Typed or Stamped Commissioned Name of Notary Public

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder: _____

Signature _____

By: _____
(Print or Type Name)

Title: _____

Date: _____

CONFLICT OF INTEREST DISCLOSURE FORM

Award of this contract is subject to the provisions of Chapter 112, Florida Statutes, and all applicable federal, state, and local laws. All Bidders must disclose within their bid: 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 Bidder's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this Bid. (Indirect ownership or benefit applies to any members of his or her immediate family.) Bidder 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, Bidder 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, Staff, and other key City employees and consultants involved in the award and administration 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 RFP.

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

Acknowledged by:

_____
Firm Name

_____
Signature

_____
Name and Title (Print or Type)

_____
Date

NON-COLLUSION AFFIDAVIT

_____, being first duly sworn deposes and says:

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

By: _____
Title: _____

STATE OF_____
COUNTY OF_____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 202___, by _____ who ☐ is personally known to me or ☐ has presented _____ as identification.

_____
Notary Public
My Commission Expires: _____

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

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

Date _____, 20___.

Bidder: _____

By: _____

_____
(Title)

Official Address (including Zip Code):

_____

_____

CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

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

Bidder: _____

By:_____

(Authorized Signature)

Printed Name and Title:_____

Date:_____

HUMAN TRAFFICKING AFFIDAVIT

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

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

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

Bidder: _____
By: _____
Print Name: _____
Print Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__, by _____, as _____ of _____, who is ☐ personally known to me or ☐ produced _____ as identification.

_____
Notary Public Signature

(Seal)

Print Notary Name: _____
My Commission Expires: _____

COMPANY NOT AN ENTITY OF FOREIGN COUNTRY OF CONCERN

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

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

6. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
7. I am an officer or representative of _____ (hereinafter “Entity”), and I am authorized to provide this affidavit on its behalf.
3. Entity is not owned by the government of a foreign country of concern.
4. No government of a foreign country of concern has a controlling interest in Entity.
5. Entity is not organized under the laws of or has its principal place of business in a foreign country of concern.
6. If, at any time in the future, Entity does become owned by a foreign country of concern, if a foreign country of concern acquires a controlling interest in Entity, or Entity becomes organized under the laws of or relocated to a foreign country of concern, Entity will immediately notify the City of Ocoee and no contracts may be executed, renewed, or extended between the parties.
7. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by the City of Ocoee.

Further Affiant sayeth naught.

Authorized Signature: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

_____
Notary Public Signature

(Seal)

Print Notary Name: _____

My Commission Expires: _____

EXHIBIT "E"
PROPOSED AGREEMENT FOR
RFP #26-008 CITYWIDE HVAC MAINTENANCE TERM CONTRACT

THIS AGREEMENT FOR CITYWIDE HVAC MAINTENANCE TERM CONTRACT ("Agreement") is made this _____ day of _____, 20___, by and between the CITY OF OCOEE, a Florida municipal corporation, whose mailing address is 1 N. Bluford Ave., Ocoee, Florida 34761 (hereinafter referred to as "City") and _____, a _____ corporation, whose mailing address is _____ (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the City desires to enter into an Agreement with the Contractor to perform the work set forth in that certain Request for Proposals RFP #26-005 (the "Work"), and any amendments thereto being attached hereto as Exhibit "A"; and

WHEREAS, the Contractor is capable of performing the Work and agrees to perform the Work pursuant to the terms of this Agreement, and for the amounts specified in the Contractor's Proposal, the Contractor's Proposal and any amendments thereto being attached hereto as Exhibit "B".

NOW THEREFORE, in consideration of the premises and other good and valuable considerations exchanged between the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Scope of Agreement. The terms and conditions of Exhibit "A attached hereto as well as the terms and conditions of Exhibit "B" attached hereto are incorporated by reference herein as fully as if herein set forth. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, labor, supervision, and consumables to complete the Work.

Section 2. Term of Agreement. This Agreement shall consist of one (1) initial three (3) year term beginning on _____(the "Effective Date"), with two (2) separate automatic one-year extensions, for a total of five (5) years, unless terminated by the City upon the issuance of written notice by the City to the Contractor provided not later than thirty (30) days prior to the expiration of any renewal year term. The City shall have the option of extending the term an additional one (1) year. Each term is renewable 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.

Section 3. Compensation. Contractor agrees to provide the services and materials as specified in Exhibit "A" for the amount specified in Exhibit "B". The amount as specified in Exhibit "B" may be increased or decreased by the City under the Extra Work provision of this Agreement, through the issuance of an Addendum, if applicable. Any prices specified in this Agreement, will remain firm for the first year of this Agreement. Price adjustments will be allowed pursuant to the Price Adjustment provision of this Agreement.

Section 4. Payment. All invoices received by the City are payable within (30) days from receipt, provided they have first been approved by the City, and the City has accepted the Work for which payment is sought. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor. All invoices shall be in duplicate and directed to: AP@ocoee.org City of Ocoee, Accounts Payable, 1 North Bluford Avenue, Ocoee, Florida 34761-2258. **All invoices must be clearly marked: City Agreement #RFP Citywide HVAC Maintenance Term Contract.**

Section 5. General Conditions.

A. Patents and Copyrights: Contractor will pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

B. Termination for Default:
Performance of Work under this Agreement may be terminated by City, in whole or in part, in writing, whenever City shall determine that Contractor has failed to meet the performance requirements of this Agreement.
   1) The City has a right to terminate for default if the Contractor fails to perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.
   2) Failure of a Contractor to perform the required Work within the time specified, or within a reasonable time as determined by the City or failure to redo the Work when so requested, immediately or as directed by the City, shall constitute authority for the City to hire another contractor to perform the Work. In all such cases, the Contractor or his surety, shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of the Agreement prices.
   3) Should public necessity demand it, the City reserves the right to utilize services which are substandard in quality, subject to an adjustment in price to be determined by the City. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the City that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.
   4) Termination for Convenience. The City may terminate this Agreement at its convenience with thirty (30) days advance written notice to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination.

C. Warranty: The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in-effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors.

If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either redo such portions of the Work to correct such fault, defect or error, at no additional cost to the City or refund to the City the charge paid by the City which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for obtaining another Contractor to redo the Work.

ALL MATERIALS PROVIDED BY THE CONTRACTOR, SHALL BE MERCHANTABLE AND BE FIT FOR THE PURPOSE INTENDED.

THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

D. Time of Completion: The parties understand and agree that time is of the essence in the performance of this Agreement. The Contractor agrees that all Work shall be performed regularly, diligently, and uninterrupted within the time specified. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction in whole or in part, of equipment or manufacturing plant, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City may at its discretion, cancel this Agreement for the convenience of the City.

E. Indemnification: To the fullest extent provided by law, Contractor shall indemnify, defend and hold harmless the City and all of its officers, agents and employees from all claims, loss, damage, cost, charges or expense including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor, its agents, employees, or subcontractors during the performance of the Agreement. The City shall use its best efforts to promptly notify the Contractor in writing of any Claims and shall provide the Contractor with information regarding the Claims as the Contractor may reasonably request, but the failure to give such notice or provide such information shall not diminish the obligations of the Contractor under this Section. No Claims whatsoever shall be made or asserted against the City by the Contractor for or on account of anything done or as a result of anything done or omitted to be done in connection with this Agreement.

F. Correction of Work: The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to this Agreement whether observed before or after substantial completion of the Work. The Contractor shall bear all costs of correcting such

rejected Work. In the event that Contractor fails to timely mow or otherwise maintain a portion of the work, then the City, at its sole discretion and without waiving any other rights or remedies under this Agreement, may deduct from any amounts due under this Agreement, the actual cost paid by the City to a third party to perform the work. If the City performs such work with its own personnel then the City may deduct from any amounts due under this Agreement such amount equal to what the Contractor would have charged for doing the work, plus 15% of such amount.

G. Right to Audit Records: The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

H. Information: All information, data, designs, plans, drawings, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

I. Safety Measures: Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the workers and public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.

J. Extra Work: City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written Addendum to this Agreement and shall be executed under the applicable conditions of the Agreement.

K. Price Adjustments: Pricing is firm for first year term of this agreement. The contract labor rates may increase up to 3% upon renewal of the contract each year. All other provisions of the contract shall remain constant for the life of the contract. For the renewal terms of this Agreement, if the Contractor proposes to make a price adjustment, the Contractor shall first give the City written notice thereof, with explanations stated for the price adjustment, and such notice shall be given at least one hundred-twenty (120) calendar days prior to the one (1) year renewal term for which the price adjustment is sought. Nothing contained herein shall affect the City's right to terminate this Agreement for Convenience as provided herein.

L. Familiarity with The Work: The Contractor by executing this Agreement, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of

conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as the Contractor's stated commitment to fulfill all the conditions referred to in this Agreement.

Section 6. Miscellaneous Provisions:

A. The Contractor shall not employ subcontractors without the advance written permission of the City.

B. No assignment by a party hereto of any rights under, or interests in, the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due, and moneys that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Florida or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.

C. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.

D. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the City.

E. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.

F. The Contractor shall at all times, keep the Work area free from accumulation of waste materials or rubbish caused by its operations, and promptly remove any such materials to an approved disposal location.

G. The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the Contractor.

H. This Agreement is considered a non-exclusive Agreement between the parties.

I. This Agreement is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. The parties agree that the provisions of Chapter 558, Florida Statutes are not applicable to this Agreement.

J. Waiver of Jury Trial; Legal Costs. It is mutually agreed by and between the Contractor and Owner that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. The parties further agree that the sole and

exclusive venue for any action to enforce this agreement shall be in The Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

K. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

L. The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted proposals for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that it is authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.

M. This Agreement, including Exhibit “A” and Exhibit “B”, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

N. **E-VERIFY**

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

O. **PUBLIC RECORDS COMPLIANCE:**

The City of Ocoee (“City”) is a public agency subject to Chapter 119, Florida Statutes. Contractor agrees to comply with Florida’s Public Records Law. Specifically, Contractor shall:

8. Keep and maintain public records required by City to perform the service.
9. Upon request from City’s custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.

10. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to City.
11. Upon completion of the contract, Contractor agrees to transfer at no cost to City all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public record to City upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.
12. 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3105, CCDL@OCOEE.ORG, WITH AN OFFICE LOCATED AT 1 NORTH BLUFORD AVE., OCOEE, FLORIDA 34761.

(Signature page follows)

IN WITNESS WHEREOF, Contractor and City have caused this Agreement for Citywide Hvac Maintenance Term Contract to be executed by their duly authorized officers as of the day and year first above written.

CONTRACTOR: _____

BY:_____

PRINT NAME: _____

TITLE: _____

WITNESSES:

NAME:_____ NAME:_____

TITLE: _____ TITLE: _____

CITY: CITY OF OCOEE, FLORIDA

ATTEST:

BY: _____
Melanie Sibbitt, City Clerk

(SEAL)

APPROVED:

BY: _____
Rusty Johnson, Mayor

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA
APPROVED AS TO FORM AND LEGALITY
this ___ day of _____, 2026

APPROVED BY CITY OF OCOEE
COMMISSION AT A MEETING HELD
on_____, 2026, under
Agenda Item _____

FISHBACK DOMINICK

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

END OF SECTION

EXHIBIT "F"
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ _____, as Principal, and _____ _____ as Surety, are hereby held and firmly bound unto the City of Ocoee, Florida, as Owner, in the penal sum of, (5 percent of the Contract Bid) $_____

_____

(written amount in dollars and cents)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20__. The Condition of the above obligation is such that whereas the Principal has submitted to the City of Ocoee, Florida a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **RFP #26-008 Citywide HVAC Maintenance Term Contract.**

NOW THEREFORE

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder any damages, costs, or expenses, including attorney's fees, incurred by Owner that are proximately caused by such default. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:

   3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or

   3.2 All bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Intent to Award to Bidder within ninety (90) days from the time and date fixed for the opening of Bids (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond, a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer, or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

	Strike out (X) non-applicable signature blocks and complete applicable block. All signatures must have their names printed or type below their signature.

If Bidder is **SOLE PROPRIETORSHIP**, complete this signature block.	
_____ (Individual's Signature) _____ (Individual's Signature) doing business as _____ _____ (Business Address) _____ _____ (Telephone No.) (Florida License No.)	(1) _____ (Witness) (2) _____ (Witness) **(SEAL)**

If Bidder is **PARTNERSHIP**, complete this signature block.	
_____ (Partnership Name) _____ (General Partner's Signature) _____ (General Partner's Name) _____ (Business Address) _____ _____ (Telephone No.) (Florida License No.)	(1) _____ (Witness) 2) _____ (Witness) **(SEAL)**

If Bidder is **CORPORATION,** complete this signature block.	
_____ (Corporation Name) _____ (State of Incorporation) By:_____ (Name of Person Authorized to Sign - See Note 1) _____ (Title) _____ (Authorized Signature) _____ (Corporation President) _____ (Business Address) _____ _____ (Telephone No.) (Florida License No.)	(1) _____ (Witness) (2) _____ (Witness) **(SEAL)**

SURETY

_____ (Surety Business Name) _____ (Principal Place of Business) By:_____ (Surety Agent's Signature - See Note 2) _____ (Surety Agent's Name) _____ (Surety Agent's Title) _____ (Business Name of Local Agent for Surety) _____ (Business Address) _____ _____ (Telephone No.) (Bond No.)	Witness: (If agency is not a Corporation) (1) _____ (Witness) (2) _____ (Witness) Attest: (If Agency is a Corporation) _____ (Corporate Secretary Signature) _____ (Corporate Secretary Name) (Corporate Seal)

NOTES:

(1) Complete and attach "Corporate Authority to Execute Documents" if executed by any corporate employee other than president or vice-president.
(2) Complete and attach a certified copy of "Power-of-Attorney" prepared by Surety appointing individual "Attorney-in-Fact" for execution of Bid Bond on behalf of Surety and corresponding notarized "Attorney-in-Fact".
(3) Above addresses are to be used for giving required notice.
(4) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.
(5) Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF_____)

COUNTY OR CITY OF _____)

Before me, a Notary Public, came _____ by means of ☐ physical presence or ☐ online notarization known to me, and known to be the Attorney-in-Fact of _____, a _____ Corporation, which
(Surety Company) (State)

executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said

_____ were affixed by order and authority of said Company's Board of Directors, (Surety Company)

and that the execution of the attached bond is the free act and deed of _____.
(Surety Company)

Given under my hand and seal this _____ day of _____, 20___.

_____
(Notary Public)

My Commission Expires_____

END OF SECTION

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

June 18, 2026

ADDENDUM NO. ONE (1)
CITY OF OCOEE
RFQ #26-008 HVAC MAINTENANCE TERM CONTRACT

This addendum shall modify and become a part of the original RFP Documents. This addendum consists of one (1) page. Respondents should acknowledge receipt of this addendum in the space provided in the RFP Documents. Failure to do so may subject the Respondent to disqualification. The submission deadline remains the same.

Answers to questions received and Amendments to the RFP Documents are as follows:

Q1. Does ice machine maintenance include changing water filters?
If so, does the contractor provide them, or will the district provide?

A1 No. Ice machine maintenance does not include changing water filters.

Q2. Do the ice machine bins need to have all the ice removed every 3 months and be cleaned and sanitized?

A2. Yes.

Q3: Do the ice machines need to have ice machine cleaner and sanitizer run through the lines every 3 months?

A3. Yes.

Q4: Is there any scope of work that should be performed on the Water Coolers?

A4. No. City staff will contact the Contractor when issues arise with a water cooler.

:

Q5. Regarding HVAC Equipment “Clean all refrigerant Coils as necessary,” Is it ok to clean the coils once a year as the manufacturer recommends?

A5. Yes.

Q6. Regarding HVAC Equipment, “Check refrigerant level and add refrigerant to AC & Heating units as necessary,” Is there a limit to how much refrigerant can be added at one time? Should the price be figured upfront? Or if refrigerant needs to be added, would that be a separate service ticket to be turned in.

A6. If low refrigerant is discovered, contractor should NOT add refrigerant to the unit without prior approval. Rather Contractor must immediately contact the Public Works Facility Manager or his designee to discuss the issue how the contractor is to proceed. Any repairs not covered under maintenance would be a separate service ticket which require prior approval from the Public Works Facility Manager or his designee prior to the start of work.

Shannon Hopper

Shannon Hopper, CPPB
Purchasing Technician II

cc: Steve Krug, Public Works Director

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

June 25, 2026

ADDENDUM NO. TWO (2)
CITY OF OCOEE
RFQ #26-008 HVAC MAINTENANCE TERM CONTRACT

This addendum shall modify and become a part of the original RFP Documents. This addendum consists of one (1) page. Respondents should acknowledge receipt of this addendum in the space provided in the RFP Documents. Failure to do so may subject the Respondent to disqualification. The submission deadline remains the same.

Answers to questions received after the question cutoff deadline are as follows:

Q1. Can we provide a Surety Letter showing we can get the bond, instead of sending a check?

A1 No. Please refer to the Bid Security section located on Page 11 of the RFP Documents for information about what is acceptable to submit as bid security.

Q2. Is there any chance of getting an extension of a week on this proposal?

A2. The Submission Deadline remains the same.

Shannon Hopper

Shannon Hopper, CPPB
Purchasing Technician II

cc: Steve Krug, Public Works Director

STAFF REPORT

Meeting Date: August 4, 2026
Item #: 14

Contact Name: Trent Hopper, T'Jean Tomlinson
Contact Number: Ext. 4306, Ext. 4301

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval of Change Order No. 3 for ITB #24-008 Ocoee WWTF Electrical Upgrade & Expansion - Rebid Project. (Utilities Director Bolling)

Background Summary:
The Ocoee WWTF Electrical Upgrade & Expansion - Rebid Project was approved to improve the existing Wastewater Treatment Facilities (WWTF) electrical capacity for the future improvement of the WWTF for the continued growth of the City and the expansion of the City's Central Sewer System.

Utility staff have worked with the Contractor, Sawcross Incorporated, to compile all remaining instrumentation work, operational enhancements, and system integration necessary for the successful completion of this project. These systems were not included in the original scope; however, they are essential to fully implement the upgraded treatment processes, ensure operational continuity, and eliminate reliance on aging and outdated systems. The scope of these changes includes the following:

- WWTF Control Program Revision and Process Integration:

Comprehensive modification of the existing WWTF control program to incorporate new processes and equipment associated with the facility upgrades. This includes integration of additional aeration rotors, updates to process logic, restructuring of control sequences to support enhanced treatment operations, and alignment of programming with current industry standards.

- VFD Technology Integration:

Updates to the control system programming and operational logic to support the transition to Variable Frequency Drive (VFD) operation, improving energy efficiency and process responsiveness.

- RAS/WAS Station Optimization:

Fine-tuning and reconfiguration of programming for the Return Activated Sludge (RAS) and Waste Activated Sludge (WAS) station to improve process control, operational reliability, and treatment performance.

- Alarm System Enhancements:

Expansion and modernization of alarm functionalities to provide improved monitoring, early detection capabilities, and heightened operational awareness.

- Removal of Obsolete Communication Equipment:

Decommissioning and removal of outdated plant and lift station communication devices that are incompatible with the updated control and monitoring systems.

Change Order No. 3 is necessary to ensure the complete integration of new processes, the modernization of the plant's control infrastructure, and the long-term reliability of all upgraded systems. This change order will require a contract modification allowing the Contractor to provide these additional construction services, increasing the total project cost by $264,059.52.

Issue:
Should the Honorable Mayor and City Commission approve Change Order No. 3 for ITB #24-008 Ocoee WWTF Electrical Upgrade & Expansion - Rebid Project in the amount of $264,059.52?

Recommendations:
Staff recommends that the Honorable Mayor and City Commission approve Change Order No. 3 for ITB #24-008 Ocoee WWTF Electrical Upgrade & Expansion - Rebid Project in the amount of $264,059.52. Staff further recommends authorization for the City Manager to approve change orders associated with this contract up to the limits of his purchasing authority.

Attachments:
1. ITB #24-008- Change Order No. 3

Financial Impacts:
The City has adequate funding for this change order in Job Number P000326 in the Capital Improvements Fund (408-535-00-6302).

Type of Item: Consent

CITY OF OCOEE
1 N. Bluford Avenue
Ocoee, Florida 34761

This Change Order requires action by the City Commission

ITB #24-008 Ocoee WWTF Electrical Upgrade & Expansion - Rebid
CHANGE ORDER NO. 3

DATE: _____ PURCHASE ORDER: 1429545

The following changes are hereby made to the CONTRACT DOCUMENTS.

Original CONTRACT PRICE	$3,898,252.00
Current CONTRACT PRICE ADJUSTED by previous CHANGE ORDERS	$3,911,170.84
Net Increase (Decrease) Resulting from this CHANGE ORDER	**$275,793.09**
The current CONTRACT PRICE including this CHANGE ORDER	**$4,186,963.93**
Original CONTRACT COMPLETION DATE:	10/15/2025
Current CONTRACT COMPLETION DATE adjusted by previous CHANGE ORDERS	8/25/2026
Net Increase Resulting from this CHANGE ORDER	**110 days**
Current CONTRACT COMPLETION DATE including this CHANGE ORDER	**12/13/2026**

CHANGES ORDERED:

I. REQUIRED CHANGES

1. This change order will cause a net increase to the contract total in the amount of **$275,793.09**.

2. Added Pay Items to complete the project:

CO3.01 Switch from 40A NPW Breaker to 100A Prewash Bucket by (1) Lump Sum in the total amount of Six Thousand Eight Hundred Thirty-One and 51/100 (**$6,831.51**) Dollars

CO3.02 Re-location of the LOB Panel Outside by (1) Lump Sum in the total amount of Three Thousand Three Hundred Twenty-Two and 87/100 (**$3,322.87**) Dollars

CO3.03 PLC Switchover and New Cables from PLC to TC-1 Cabinet by (1) Lump Sum in the total amount of Two Hundred Fifty-Three Thousand Nine Hundred Five and 14/100 (**$253,905.14**) Dollars

CO3.04 Removal of the Previous Tank's Containment Pit by (1) Lump Sum in the total amount of Eleven Thousand Seven Hundred Thirty-Three and 57/100 (**$11,733.57**) Dollars

II. JUSTIFICATION

All additional pay items were not included in the original scope of the project but are essential to fully implement the upgraded treatment processes, ensure operational continuity, eliminate reliance on ageing and outdated systems, and for the successful completion of the project.

III. NARRATIVE OF NEGOTIATIONS

The Contractor has agreed to do all additional work not included in the original scope of the project for the successful completion of the WWTF Electrical Upgrade & Expansion – Rebid Project.

IV. PAYMENT

There is adequate funding for this Change Order in the amount of **$275,793.09** in the Capital Improvements Fund (408-535-00-6302).

V. APPROVAL AND CHANGE AUTHORIZATION

The original project and funding allocation were established by issuance of a CITY purchase order, subject to the terms and conditions contained in the CITY's solicitation, Project Manual, Drawings, Specifications, and/or the CONTRACTOR's service and price proposal, which collectively form the terms of an agreement between the CITY and the CONTRACTOR for the performance of the Work. This proposed change to the agreement requires approval by the City

Manager under the CITY's Purchasing Rules and Regulations and is consistent with any action by the City Commission to award the Work to the CONTRACTOR. It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original agreement other than matters expressly provided herein.

CONTRACTOR acknowledges, by its execution and acceptance of this Change Order, that the adjustments in contract price and time shown hereon constitute full and complete compensation and satisfaction for all costs and modifications of performance time incurred by the CONTRACTOR as a result of this Change Order. No other claim for increased costs of performance or modifications of time will be granted by the CITY for the Work covered by this Change Order. The CONTRACTOR hereby waives and releases any further claims for cost or time against the CITY arising from or relating to the matters or Work set forth or contemplated by this Change Order.

[Balance of this page was left blank intentionally]

RECOMMENDED BY:

CITY OF OCOEE, FLORIDA

By: _____
Signature

Date: _____

Title: _____

ACCEPTED BY:

SAWCROSS, INC.

By: _____
Signature

Date: _____

Title: _____

APPROVED BY:

CITY OF OCOEE, FLORIDA

By: _____
Rusty Johnson, Mayor

Date: _____

Attest: _____
Melanie Sibbitt, City Clerk

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

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

By: _____
Richard S. Geller, City Attorney

Item No.	Item Description	Unit	Quantity	Unit Amount	Total Amount
CO3.01	Switch from 40A NPW Breaker to 100A Prewash Bucket	LS	1	$6,831.51	$6,831.51
CO3.02	Re-location of the LOB Panel Outside	LS	1	$3,322.87	$3,322.87
CO3.03	PLC Switchover and New Cables from PLC to TC-1 Cabinet	LS	1	$253,905.14	$253,905.14
CO3.04	Removal of the Previous Tank's Containment Pit	LS	1	$11,733.57	$11,733.57
				Total	**$275,793.09**

PROPOSED CHANGE ORDER COVER

Change Order Request No.: 008

Project: Ocoee WWTF Electrical Upgrade & Expa

Owner Project No.: 24-008

Sawcross Project No.: 2405

TO: City of Ocoee (FOR APPROVAL)
1800 A.D. Mims Road
Ocoee, FL 34761
ATTN: Trent Hopper

We herewith submit the following for your consideration:

40A NPW breaker to 100A prewash bucket.

TOTAL COST FOR THE ABOVE-DESCRIBED WORK IS: $6,831.51

TIME EXTENSION (IN CALENDAR DAYS) REQUIRED TO BE ADDED TO THE CONTRACT FOR THIS WORK IS: 0 DAYS

AUTHORIZATION SHALL NOT BE VALID IF THIS REQUEST IS ALTERED WITHOUT SAWCROSS INCORPORATED'S APPROVAL.

[✔] THE ABOVE-DESCRIBED WORK IS A CHANGE IN SCOPE TO BE FUNDED FROM A CHANGE ORDER.

THE ABOVE IS ACKNOWLEDGED:

_____

Design Professional

Date: _____

THE ABOVE AUTHORIZATION IS:

[ ] APPROVED

[ ] NOT APPROVED

_____

Owner

Date: _____

PLEASE RETURN ONE (1) COPY OF THIS REQUEST WITH YOUR INDICATIONS MARKED ABOVE.

_____ Date: _____

SAWCROSS INCORPORATED

Rev. 4/2022

SAWCROSS Contractors & Engineers

SAWCROSS, INC.

40A NPW BREAKER --> 100A PREWASH BUCKET

PREPARED FOR:	City of Ocoee	PREPARED BY:	Drew Hickinbotham	DATE:	6/11/2026	PROPOSED CHANGE ORDER	008

LABOR	DESCRIPTION OF WORK	STANDARD HOURS	OVERTIME HOURS	BASE RATE	OVERTIME RATE	TOTAL
Pipe Foreman	N/A	0.0	0.0	$ 75.00	$ 0.00	$0.00
Pipe Fitter	N/A	0.0	0.0	$ 55.00	$ 0.00	$0.00
Equipment Operator	N/A	0.0	0.0	$ 55.00	$ 0.00	$0.00
Pipe Fitter Helper	N/A	0.0	0.0	$ 45.00	$ 0.00	$0.00
DIRECT LABOR HOURS		0.0				
DIRECT LABOR HOURS OVERTIME		0.0				
DIRECT LABOR HOURS TOTAL		0.0				
SUPERINTENDENT		0.0	0.0	$ 95.00	$ 0.00	$0.00
PROJECT MANAGER		0.0	0.0	$ 95.00	$ 0.00	$0.00
				Labor Subtotal		$ 0.00
				Contingency	0%	0
				Labor Total		$ 0.00

MATERIALS	DESCRIPTION	QTY	UNIT COST	TOTAL COST	TOTAL
N/A	N/A	1	$ 0.00	$ 0.00	$ 0.00
				Material Subtotal	$ 0.00
				Tax 7.5%	$ 0.00
				Contingency 0%	$ 0.00
				Material Total	$ 0.00

EQUIPMENT	DESCRIPTION	QTY. RATE	UNIT COST	DAY(S)/WEEK(S)	TOTAL
N/A	N/A	1	$ 0.00	1.00	$ 0.00
				Equipment Subtotal	$ 0.00
				Tax 7.5%	$ 0.00
				Contingency 0%	$ 0.00
				Equipment Total	$ 0.00

GENERAL CONDITIONS	DESCRIPTION	QTY. RATE	UNIT COST	DAY(S)/WEEK(S)	TOTAL
N/A	N/A	0	$ 0.00	0.00	$ 0.00
N/A	N/A	0	$ 0.00	0.00	$ 0.00
				GCs Subtotal	$ 0.00
				Contingency 0%	$ 0.00
				GCs Total	$ 0.00

SUBCONTRACTORS	DESCRIPTION	QTY. RATE	UNIT COST	UNIT	TOTAL
Carter Electric, Inc.	40A NPW Breaker --> 100A Presswash Bucket	1	$ 6,496.46	1.00	$ 6,496.46
				SC Subtotal	$ 6,496.46
				Contingency 0%	$ 0.00
				SC Total	$ 6,496.46

SUMMARY

EXPECTED DELIVERY TIMES:		
N/A	LABOR (Including 50.00% Burden)	$ 0.00
	MATERIALS	$ 0.00
	EQUIPMENT	$ 0.00
	GENERAL CONDITIONS	$ 0.00
EXCEPTIONS:	SUBCONTRACTORS	$ 6,496.46
	TOTAL COSTS	$ 6,496.46
	MARK UPS ON LABOR (15%)	$ 0.00
	MARK UPS ON MATERIAL (15%)	$ 0.00
	MARK UPS ON EQUIPMENT (15%)	$ 0.00
	MARK UPS ON SUBCONTRACTORS (5%)	$ 324.82
	BOND	$ 10.23
	TOTAL:	$ 6,831.51

CARTER ELECTRIC, INC. JOB SUMMARY

CO # 3

v06012022

Date:	6/11/2026	**JOB#:**	11931
Customer Name:	Sawcroos Contractors	**Project Name:**	Ocoee WWTF Electrical Upgrade
Address:	10970 New Berlin Rd.	**Location:**	1810 A.D. Mins Rd. Ocoee FL, 34761
City, State Zip:	Jacksonville FL 32226-2270	**Description:**	CO # 3 Change NPW 40a bucket to 100a Pressure wash bucket. Install 100a breaker and pulled out # 8 wires and install 1/0 wire from bucket to pull box.
Contract #:	**Work Order/ Authorization #:**		

LABOR	STRAIGHT HRS	OT HRS	HOL HRS	STRAIGHT RATE	OT RATE	HOL RATE	ST HRS TOTAL	OT HRS TOTAL	HOL HRS TOTAL
Electrician General FM				$ 64.21	$ 88.14	$ 128.42	$ -	$ -	$ -
Electrician Foreman	8.00			$ 61.56	$ 84.31	$ 123.12	$ 492.48	$ -	$ -
Journeyman Wireman				$ 55.92	$ 76.11	$ 111.84	$ -	$ -	$ -
Apprentice	8.00			$ 35.83	$ 49.65	$ 71.66	$ 286.64	$ -	$ -
Cable Splicer				$ 106.00	$ 146.27	$ 212.00	$ -	$ -	$ -
Roadway Lighting Tech				$ 61.56	$ 84.31	$ 123.12	$ -	$ -	$ -
Roadway Ltg. Groundman				$ 44.60	$ 62.35	$ 89.20	$ -	$ -	$ -
Operator				$ 61.56	$ 84.31	$ 123.12	$ -	$ -	$ -
Safety Superintendent				$ 71.51	$ 98.73	$ 143.02	$ -	$ -	$ -
Laborer				$ 28.90	$ 40.26	$ 57.80	$ -	$ -	$ -
TOTAL HOURS	**16.00**	**0.00**	**0.00**			**TOTAL LABOR**	**$ 779.12**	**$ -**	**$ -**

SUBCONTRACTORS	DESCRIPTION	COST
	TOTAL SUBCONTRACTS	**$ -**

OWNED EQUIPMENT	HOURS	RATE	TOTAL	DAYS	RATE	TOTAL	WEEKS	RATE	TOTAL
Line/Derrick Truck		$ 103.25	$ -		$ 722.75	$ -		$ 2,891.00	$ -
Bucket Truck 41ft		$ 36.76	$ -		$ 257.35	$ -		$ 1,029.28	$ -
Bucket Truck 65ft		$ 73.54	$ -		$ 514.78	$ -		$ 2,059.12	$ -
Truck - 3/4 Ton		$ 20.38	$ -		$ 142.66	$ -		$ 570.64	$ -
Truck - 1 Ton		$ 21.63	$ -		$ 151.41	$ -		$ 605.64	$ -
Truck - Liftgate 2 ton		$ 24.13	$ -		$ 168.91	$ -		$ 675.64	$ -
Truck 1/2 Ton 2X4		$ 14.96	$ -		$ 104.73	$ -		$ 418.92	$ -
Service Van		$ 25.00	$ -	1.00	$ 175.00	$ 175.00		$ 700.00	$ -
Car - Funsion		$ 9.79	$ -		$ 68.53	$ -		$ 274.12	$ -
Utility Cart 4X4		$ 11.59	$ -		$ 81.13	$ -		$ 324.52	$ -
Trailer - Flat Deck 10 Ton		$ 9.06	$ -		$ 63.42	$ -		$ 253.68	$ -
Trailer - Flat Deck 20 Ton		$ 10.18	$ -		$ 71.26	$ -		$ 285.04	$ -
Trailer - Reel		$ 17.01	$ -		$ 119.07	$ -		$ 476.28	$ -
Trailer - Reel w/Tensioner		$ 21.36	$ -		$ 149.52	$ -		$ 598.08	$ -
Trailer - Pole		$ 3.65	$ -		$ 25.55	$ -		$ 102.20	$ -
Trailer - Dump		$ 5.71	$ -		$ 39.97	$ -		$ 159.88	$ -
Trailer-Vac Excavate Small		$ 24.46	$ -		$ 171.22	$ -		$ 684.88	$ -
Trailer-Vac Excavate Large		$ 76.13	$ -		$ 532.91	$ -		$ 2,131.64	$ -
Cat Telehandler Forklift		$ 92.38	$ -		$ 646.66	$ -		$ 2,586.64	$ -
Mini Excavator		$ 77.62	$ -		$ 543.34	$ -		$ 2,173.36	$ -
Large Excavator		$ 97.65	$ -		$ 683.55	$ -		$ 2,734.20	$ -
Rubber Tire Backhoe		$ 67.55	$ -		$ 472.85	$ -		$ 1,891.40	$ -
Trencher - Ride On		$ 59.51	$ -		$ 416.57	$ -		$ 1,666.28	$ -
Compactor		$ 8.28	$ -		$ 57.96	$ -		$ 231.84	$ -
Manhole Safety Equip		$ 6.84	$ -		$ 47.88	$ -		$ 191.52	$ -
3" Pump or Gen - 6600 Watt		$ 5.44	$ -		$ 38.08	$ -		$ 152.32	$ -
Light Plant		$ 21.47	$ -		$ 150.29	$ -		$ 601.16	$ -
185 CFM Compressor		$ 16.52	$ -		$ 115.64	$ -		$ 462.56	$ -
3M Dynatel Locator		$ 2.70	$ -		$ 18.90	$ -		$ 75.60	$ -
Fiberglass Duct Rodder		$ 3.54	$ -		$ 24.78	$ -		$ 99.12	$ -
Gang Box		$ 1.09	$ -		$ 7.63	$ -		$ 30.52	$ -
Tri Stand Vise		$ 0.57	$ -		$ 3.99	$ -		$ 15.96	$ -
Torque Wrench		$ 0.96	$ -		$ 6.72	$ -		$ 26.88	$ -
Forklift Solid Tire 5k lbs		$ 14.47	$ -		$ 101.29	$ -		$ 405.16	$ -
Roto Hammer Drill		$ 1.41	$ -		$ 9.87	$ -		$ 39.48	$ -
Electric Core Drill & Bit		$ 2.22	$ -		$ 15.54	$ -		$ 62.16	$ -
Ridgid 300 Threader		$ 3.42	$ -		$ 23.94	$ -		$ 95.76	$ -
Porta Band Saw		$ 1.68	$ -		$ 11.76	$ -		$ 47.04	$ -
Ridgid 1224 Threader		$ 13.47	$ -		$ 94.29	$ -		$ 377.16	$ -
555 or 855 Bender		$ 7.46	$ -		$ 52.22	$ -		$ 208.88	$ -
Chicago Bender		$ 4.27	$ -		$ 29.89	$ -		$ 119.56	$ -
883 Table Bender Hyd.		$ 8.21	$ -		$ 57.47	$ -		$ 229.88	$ -
Hydrualic Hypress Tool & Die		$ 4.93	$ -		$ 34.51	$ -		$ 138.04	$ -
Reel Jacks & Arbor Set		$ 0.24	$ -		$ 1.68	$ -		$ 6.72	$ -
Cable Tugger		$ 12.50	$ -		$ 87.50	$ -		$ 350.00	$ -
Megger 1000V		$ 1.61	$ -		$ 11.27	$ -		$ 45.08	$ -
Phase Rotation Meter		$ 0.51	$ -		$ 3.57	$ -		$ 14.28	$ -
Light Photometrics Meter		$ 0.58	$ -		$ 4.06	$ -		$ 16.24	$ -
Infra Red Meter		$ 0.65	$ -		$ 4.55	$ -		$ 18.20	$ -
Recording Amprobe		$ 2.23	$ -		$ 15.61	$ -		$ 62.44	$ -
Concrete Saw		$ 12.68	$ -		$ 88.76	$ -		$ 355.04	$ -
		TOTAL HOURLY	**$ -**		**TOTAL DAILY**	**$ 175.00**		**TOTAL WEEKLY**	**$ -**

RENTED EQUIPMENT	VENDOR NAME	INVOICE TOTAL	VENDOR NAME	INVOICE TOTAL

MATERIALS	QTY	COST	TOTAL
1/0 thhn str cu brown	155	$ 3.33	$ 516.15
1/0 thhn str cu orange	155	$ 3.33	$ 516.15
1/0 thhn str cu yellow	155	$ 3.33	$ 516.15
8 thhn str cu green	155	$ 0.66	$ 102.30
100a Sq. D HLL36100	1	$ 2,910.85	$ 2,910.85
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		TOTAL MATERIAL	**$ 4,561.60**

SUMMARY OF COSTS		
DESCRIPTION	**RATE**	**TOTAL**
Total Labor		$ 779.12
Total Material		$ 4,561.60
Material Tax	6.5%	$ 296.50
Material OH&P	15.0%	$ 684.24
Total Owned Equipment		$ 175.00
Total Rented Equipment		$ -
Total Subcontract		$ -
Subcontract OH&P	6.0%	$ -
Consumables		
Permit		
Bond (X for yes)	1.075%	$ -
	TOTAL COST	**$ 6,496.46**

ACKNOWLEDGED BY: _____ **DATE:** _____

2400 SOUTH DIVISION AVE
ORLANDO FL 32805-6258
Phone: 407-835-4500
Fax: 407-841-0238

To: CARTER ELECTRIC INC
450 MARSHALL LAKE ROAD
APOPKA FL 32703
Attn: Aaron Boggs
Phone: 407-814-2677
Email: pat.marchese@carter-electric.com
Fax: 407-814-2678

Date: 06/01/2026
Project Name: **Ocoee WTP**
GB Quote #: **2002388114**
Purchase Order Nbr:
Release Nbr:
Additional Ref#:
Revision Nbr:
Valid From: 06/01/2026
Valid To: 07/01/2026
Contact: Ryne Jacobs
Email: ryne.jacobs@graybar.com

Proposal

We appreciate your request and take pleasure in responding as follows

Notes:

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		1	SQUARE D CO.	HLL36100	MOLDED CASE CIRCUIT BREAKER 600V 100A	$2,910.85	1	$2,910.85

GB Part#:25049975
MFR SPEC SHEET

Total in USD (Tax not included): $2,910.85

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted,freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

PROPOSED CHANGE ORDER COVER

Change Order Request No.: 008

Project: Ocoee WWTF Electrical Upgrade & Expa

Owner Project No.: 24-008

Sawcross Project No.: 2405

TO: City of Ocoee (FOR APPROVAL)
1800 A.D. Mims Road
Ocoee, FL 34761
ATTN: Trent Hopper

We herewith submit the following for your consideration:

40A NPW breaker to 100A prewash bucket.

TOTAL COST FOR THE ABOVE-DESCRIBED WORK IS: $6,831.51

TIME EXTENSION (IN CALENDAR DAYS) REQUIRED TO BE ADDED TO THE CONTRACT FOR THIS WORK IS: 0 DAYS

AUTHORIZATION SHALL NOT BE VALID IF THIS REQUEST IS ALTERED WITHOUT SAWCROSS INCORPORATED'S APPROVAL.

[✔] THE ABOVE-DESCRIBED WORK IS A CHANGE IN SCOPE TO BE FUNDED FROM A CHANGE ORDER.

THE ABOVE IS ACKNOWLEDGED:

_____

Design Professional

Date: _____

THE ABOVE AUTHORIZATION IS:

[ ] APPROVED

[ ] NOT APPROVED

_____

Owner

Date: _____

PLEASE RETURN ONE (1) COPY OF THIS REQUEST WITH YOUR INDICATIONS MARKED ABOVE.

_____ Date: _____

SAWCROSS INCORPORATED

Rev. 4/2022

SAWCROSS Contractors & Engineers

SAWCROSS, INC.

MOVE PANEL LOB OUTSIDE

PREPARED FOR:	City of Ocoee	PREPARED BY:	Drew Hickinbotham	DATE:	6/11/2026	PROPOSED CHANGE ORDER	009

LABOR	DESCRIPTION OF WORK	STANDARD HOURS	OVERTIME HOURS	BASE RATE	OVERTIME RATE	TOTAL
Pipe Foreman	N/A	0.0	0.0	$ 75.00	$ 0.00	$0.00
Pipe Fitter	N/A	0.0	0.0	$ 55.00	$ 0.00	$0.00
Equipment Operator	N/A	0.0	0.0	$ 55.00	$ 0.00	$0.00
Pipe Fitter Helper	N/A	0.0	0.0	$ 45.00	$ 0.00	$0.00
DIRECT LABOR HOURS		0.0				
DIRECT LABOR HOURS OVERTIME		0.0				
DIRECT LABOR HOURS TOTAL		0.0				
SUPERINTENDENT		0.0	0.0	$ 95.00	$ 0.00	$0.00
PROJECT MANAGER		0.0	0.0	$ 95.00	$ 0.00	$0.00
				Labor Subtotal		$ 0.00
				Contingency	0%	0
				Labor Total		$ 0.00

MATERIALS	DESCRIPTION	QTY	UNIT COST	TOTAL COST	TOTAL
N/A	N/A	1	$ 0.00	$ 0.00	$ 0.00
				Material Subtotal	$ 0.00
				Tax 7.5%	$ 0.00
				Contingency 0%	$ 0.00
				Material Total	$ 0.00

EQUIPMENT	DESCRIPTION	QTY. RATE	UNIT COST	DAY(S)/WEEK(S)	TOTAL
N/A	N/A	1	$ 0.00	1.00	$ 0.00
				Equipment Subtotal	$ 0.00
				Tax 7.5%	$ 0.00
				Contingency 0%	$ 0.00
				Equipment Total	$ 0.00

GENERAL CONDITIONS	DESCRIPTION	QTY. RATE	UNIT COST	DAY(S)/WEEK(S)	TOTAL
N/A	N/A	0	$ 0.00	0.00	$ 0.00
N/A	N/A	0	$ 0.00	0.00	$ 0.00
				GCs Subtotal	$ 0.00
				Contingency 0%	$ 0.00
				GCs Total	$ 0.00

SUBCONTRACTORS	DESCRIPTION	QTY. RATE	UNIT COST	UNIT	TOTAL
Carter Electric, Inc.	Move LOB Panel Outside	1	$ 3,159.90	1.00	$ 3,159.90
				SC Subtotal	$ 3,159.90
				Contingency 0%	$ 0.00
				SC Total	$ 3,159.90

SUMMARY

EXPECTED DELIVERY TIMES:		
N/A	LABOR (Including 50.00% Burden)	$ 0.00
	MATERIALS	$ 0.00
	EQUIPMENT	$ 0.00
	GENERAL CONDITIONS	$ 0.00
EXCEPTIONS:	SUBCONTRACTORS	$ 3,159.90
	TOTAL COSTS	$ 3,159.90
	MARK UPS ON LABOR (15%)	$ 0.00
	MARK UPS ON MATERIAL (15%)	$ 0.00
	MARK UPS ON EQUIPMENT (15%)	$ 0.00
	MARK UPS ON SUBCONTRACTORS (5%)	$ 158.00
	BOND	$ 4.98
	TOTAL:	$ 3,322.87

CARTER ELECTRIC, INC. JOB SUMMARY

CO # 4

v06012022

Date:	6/11/2026	**JOB#:**	11931
Customer Name:	Sawcroos Contractors	**Project Name:**	Ocoee WWTF Electrical Upgrade
Address:	10970 New Berlin Rd.	**Location:**	1810 A.D. Mins Rd. Ocoee FL, 34761
City, State Zip:	Jacksonville FL 32226-2270	**Description:**	Install panel LOB outside instead of inside. The panel enclosure and cover will need to be changed to Nema 3R and wall cored drilled, wire , conduit lengthend.
Contract #:	**Work Order/ Authorization #:**		

LABOR	STRAIGHT HRS	OT HRS	HOL HRS	STRAIGHT RATE	OT RATE	HOL RATE	ST HRS TOTAL	OT HRS TOTAL	HOL HRS TOTAL
Electrician General FM				$ 64.21	$ 88.14	$ 128.42	$ -	$ -	$ -
Electrician Foreman	16.00			$ 61.56	$ 84.31	$ 123.12	$ 984.96	$ -	$ -
Journeyman Wireman				$ 55.92	$ 76.11	$ 111.84	$ -	$ -	$ -
Apprentice	16.00			$ 35.83	$ 49.65	$ 71.66	$ 573.28	$ -	$ -
Cable Splicer				$ 106.00	$ 146.27	$ 212.00	$ -	$ -	$ -
Roadway Lighting Tech				$ 61.56	$ 84.31	$ 123.12	$ -	$ -	$ -
Roadway Ltg. Groundman				$ 44.60	$ 62.35	$ 89.20	$ -	$ -	$ -
Operator				$ 61.56	$ 84.31	$ 123.12	$ -	$ -	$ -
Safety Superintendent				$ 71.51	$ 98.73	$ 143.02	$ -	$ -	$ -
Laborer				$ 28.90	$ 40.26	$ 57.80	$ -	$ -	$ -
TOTAL HOURS	**32.00**	**0.00**	**0.00**			**TOTAL LABOR**	**$ 1,558.24**	**$ -**	**$ -**

SUBCONTRACTORS	DESCRIPTION	COST
	TOTAL SUBCONTRACTS	**$ -**

OWNED EQUIPMENT	HOURS	RATE	TOTAL	DAYS	RATE	TOTAL	WEEKS	RATE	TOTAL
Line/Derrick Truck		$ 103.25	$ -		$ 722.75	$ -		$ 2,891.00	$ -
Bucket Truck 41ft		$ 36.76	$ -		$ 257.35	$ -		$ 1,029.28	$ -
Bucket Truck 65ft		$ 73.54	$ -		$ 514.78	$ -		$ 2,059.12	$ -
Truck - 3/4 Ton		$ 20.38	$ -		$ 142.66	$ -		$ 570.64	$ -
Truck - 1 Ton		$ 21.63	$ -		$ 151.41	$ -		$ 605.64	$ -
Truck - Liftgate 2 ton		$ 24.13	$ -		$ 168.91	$ -		$ 675.64	$ -
Truck 1/2 Ton 2X4		$ 14.96	$ -		$ 104.73	$ -		$ 418.92	$ -
Service Van		$ 25.00	$ -	2.00	$ 175.00	$ 350.00		$ 700.00	$ -
Car - Funsion		$ 9.79	$ -		$ 68.53	$ -		$ 274.12	$ -
Utility Cart 4X4		$ 11.59	$ -		$ 81.13	$ -		$ 324.52	$ -
Trailer - Flat Deck 10 Ton		$ 9.06	$ -		$ 63.42	$ -		$ 253.68	$ -
Trailer - Flat Deck 20 Ton		$ 10.18	$ -		$ 71.26	$ -		$ 285.04	$ -
Trailer - Reel		$ 17.01	$ -		$ 119.07	$ -		$ 476.28	$ -
Trailer - Reel w/Tensioner		$ 21.36	$ -		$ 149.52	$ -		$ 598.08	$ -
Trailer - Pole		$ 3.65	$ -		$ 25.55	$ -		$ 102.20	$ -
Trailer - Dump		$ 5.71	$ -		$ 39.97	$ -		$ 159.88	$ -
Trailer-Vac Excavate Small		$ 24.46	$ -		$ 171.22	$ -		$ 684.88	$ -
Trailer-Vac Excavate Large		$ 76.13	$ -		$ 532.91	$ -		$ 2,131.64	$ -
Cat Telehandler Forklift		$ 92.38	$ -		$ 646.66	$ -		$ 2,586.64	$ -
Mini Excavator		$ 77.62	$ -		$ 543.34	$ -		$ 2,173.36	$ -
Large Excavator		$ 97.65	$ -		$ 683.55	$ -		$ 2,734.20	$ -
Rubber Tire Backhoe		$ 67.55	$ -		$ 472.85	$ -		$ 1,891.40	$ -
Trencher - Ride On		$ 59.51	$ -		$ 416.57	$ -		$ 1,666.28	$ -
Compactor		$ 8.28	$ -		$ 57.96	$ -		$ 231.84	$ -
Manhole Safety Equip		$ 6.84	$ -		$ 47.88	$ -		$ 191.52	$ -
3" Pump or Gen - 6600 Watt		$ 5.44	$ -		$ 38.08	$ -		$ 152.32	$ -
Light Plant		$ 21.47	$ -		$ 150.29	$ -		$ 601.16	$ -
185 CFM Compressor		$ 16.52	$ -		$ 115.64	$ -		$ 462.56	$ -
3M Dynatel Locator		$ 2.70	$ -		$ 18.90	$ -		$ 75.60	$ -
Fiberglass Duct Rodder		$ 3.54	$ -		$ 24.78	$ -		$ 99.12	$ -
Gang Box		$ 1.09	$ -		$ 7.63	$ -		$ 30.52	$ -
Tri Stand Vise		$ 0.57	$ -		$ 3.99	$ -		$ 15.96	$ -
Torque Wrench		$ 0.96	$ -		$ 6.72	$ -		$ 26.88	$ -
Forklift Solid Tire 5k lbs		$ 14.47	$ -		$ 101.29	$ -		$ 405.16	$ -
Roto Hammer Drill		$ 1.41	$ -		$ 9.87	$ -		$ 39.48	$ -
Electric Core Drill & Bit		$ 2.22	$ -		$ 15.54	$ -		$ 62.16	$ -
Ridgid 300 Threader		$ 3.42	$ -		$ 23.94	$ -		$ 95.76	$ -
Porta Band Saw		$ 1.68	$ -		$ 11.76	$ -		$ 47.04	$ -
Ridgid 1224 Threader		$ 13.47	$ -		$ 94.29	$ -		$ 377.16	$ -
555 or 855 Bender		$ 7.46	$ -		$ 52.22	$ -		$ 208.88	$ -
Chicago Bender		$ 4.27	$ -		$ 29.89	$ -		$ 119.56	$ -
883 Table Bender Hyd.		$ 8.21	$ -		$ 57.47	$ -		$ 229.88	$ -
Hydrualic Hypress Tool & Die		$ 4.93	$ -		$ 34.51	$ -		$ 138.04	$ -
Reel Jacks & Arbor Set		$ 0.24	$ -		$ 1.68	$ -		$ 6.72	$ -
Cable Tugger		$ 12.50	$ -		$ 87.50	$ -		$ 350.00	$ -
Megger 1000V		$ 1.61	$ -		$ 11.27	$ -		$ 45.08	$ -
Phase Rotation Meter		$ 0.51	$ -		$ 3.57	$ -		$ 14.28	$ -
Light Photometrics Meter		$ 0.58	$ -		$ 4.06	$ -		$ 16.24	$ -
Infra Red Meter		$ 0.65	$ -		$ 4.55	$ -		$ 18.20	$ -
Recording Amprobe		$ 2.23	$ -		$ 15.61	$ -		$ 62.44	$ -
Concrete Saw		$ 12.68	$ -		$ 88.76	$ -		$ 355.04	$ -
		TOTAL HOURLY	**$ -**		**TOTAL DAILY**	**$ 350.00**		**TOTAL WEEKLY**	**$ -**

RENTED EQUIPMENT	VENDOR NAME	INVOICE TOTAL	VENDOR NAME	INVOICE TOTAL

MATERIALS	QTY	COST	TOTAL
2" PVC LB	2	$ 15.41	$ 30.82
2" PVC 90	2	$ 19.78	$ 39.56
2" PVC Male adapter	4	$ 1.84	$ 7.36
2" Lock rings	4	$ 0.99	$ 3.96
2" Plastic bushings	4	$ 2.68	$ 10.72
# 3 black wire	20	$ 1.83	$ 36.60
# 3 red wire	20	$ 1.83	$ 36.60
# 3 blue wire	20	$ 1.83	$ 36.60
# 3 WHITE WIRE	20	$ 1.83	$ 36.60
# 6 GREEN WIRE	20	$ 0.95	$ 19.00
# 3 POLARIS TAPS	5	$ 25.15	$ 125.75
2" SHC 80 pvc	10	$ 2.46	$ 24.60
Sq. D MH38wp	1	$ 622.00	$ 622.00
			$ -
			$ -
			$ -
		TOTAL MATERIAL	**$ 1,030.17**

SUMMARY OF COSTS		
DESCRIPTION	**RATE**	**TOTAL**
Total Labor		$ 1,558.24
Total Material		$ 1,030.17
Material Tax	6.5%	$ 66.96
Material OH&P	15.0%	$ 154.53
Total Owned Equipment		$ 350.00
Total Rented Equipment		$ -
Total Subcontract		$ -
Subcontract OH&P	6.0%	$ -
Consumables		
Permit		
Bond (X for yes)	1.075%	$ -
	TOTAL COST	**$ 3,159.90**

ACKNOWLEDGED BY: _____ **DATE:** _____

2400 SOUTH DIVISION AVE
ORLANDO FL 32805-6258
Phone: 407-835-4500
Fax: 407-841-0238

To: CARTER ELECTRIC INC
450 MARSHALL LAKE ROAD
APOPKA FL 32703
Attn: Rory Barton
Phone: 407-814-2677
Email: pat.marchese@carter-electric.com
Fax: 407-814-2678

Date: 06/10/2026
Project Name:
GB Quote #: **2002467312**
Purchase Order Nbr:
Release Nbr:
Additional Ref#:
Revision Nbr:
Valid From: 06/10/2026
Valid To: 07/10/2026
Contact: Brian B Burger
Email: brian.burger@graybar.com

Proposal

We appreciate your request and take pleasure in responding as follows

Notes: **GRAYBAR TAMPA ZONE STOCK**

	Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
	100		1	SQUARE D CO.	MH38WP	PANELBOARD ENCL/BOX TYPE3R/12 38H 20W	$622.00	1	$622.00

GB Part#:88241588

Tax:$40.43

MFR SPEC SHEET

Ship From: Stock ZONE-TAMPA, FL

Long Description: Panelboard 38 inch enclosure for use with NQ and NF panelboards

---

Subtotal: $622.00
Estimated Tax : $40.43
(Actual tax value will be calculated at time of order placement)
Total : $662.43

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted,freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

PROPOSED CHANGE ORDER COVER

Change Order Request No.: 008

Project: Ocoee WWTF Electrical Upgrade & Expa

Owner Project No.: 24-008

Sawcross Project No.: 2405

TO: City of Ocoee (FOR APPROVAL)
1800 A.D. Mims Road
Ocoee, FL 34761
ATTN: Trent Hopper

We herewith submit the following for your consideration:

40A NPW breaker to 100A prewash bucket.

TOTAL COST FOR THE ABOVE-DESCRIBED WORK IS: $6,831.51

TIME EXTENSION (IN CALENDAR DAYS) REQUIRED TO BE ADDED TO THE CONTRACT FOR THIS WORK IS: 0 DAYS

AUTHORIZATION SHALL NOT BE VALID IF THIS REQUEST IS ALTERED WITHOUT SAWCROSS INCORPORATED'S APPROVAL.

[✔] THE ABOVE-DESCRIBED WORK IS A CHANGE IN SCOPE TO BE FUNDED FROM A CHANGE ORDER.

THE ABOVE IS ACKNOWLEDGED:

_____

Design Professional

Date: _____

THE ABOVE AUTHORIZATION IS:

[ ] APPROVED

[ ] NOT APPROVED

_____

Owner

Date: _____

PLEASE RETURN ONE (1) COPY OF THIS REQUEST WITH YOUR INDICATIONS MARKED ABOVE.

_____ Date: _____

SAWCROSS INCORPORATED

Rev. 4/2022

SAWCROSS Contractors & Engineers

SAWCROSS, INC.

INSTRUMENTATION & CONTROLS CHANGES

PREPARED FOR:	City of Ocoee	PREPARED BY:	Drew Hickinbotham	DATE:	7/20/2026	PROPOSED CHANGE ORDER	010

LABOR	DESCRIPTION OF WORK	STANDARD HOURS	OVERTIME HOURS	BASE RATE	OVERTIME RATE	TOTAL
Pipe Foreman	N/A	0.0	0.0	$ 75.00	$ 0.00	$0.00
Pipe Fitter	N/A	0.0	0.0	$ 55.00	$ 0.00	$0.00
Equipment Operator	N/A	0.0	0.0	$ 55.00	$ 0.00	$0.00
Pipe Fitter Helper	N/A	0.0	0.0	$ 45.00	$ 0.00	$0.00
DIRECT LABOR HOURS		0.0				
DIRECT LABOR HOURS OVERTIME		0.0				
DIRECT LABOR HOURS TOTAL		0.0				
SUPERINTENDENT		40.0	0.0	$ 95.00	$ 0.00	$3,800.00
PROJECT MANAGER		0.0	0.0	$ 95.00	$ 0.00	$0.00
				Labor Subtotal		$ 3,800.00
				Contingency	0%	0
				Labor Total		$ 3,800.00

MATERIALS	DESCRIPTION	QTY	UNIT COST	TOTAL COST	TOTAL
N/A	N/A	1	$ 0.00	$ 0.00	$ 0.00
				Material Subtotal	$ 0.00
				Tax 7.5%	$ 0.00
				Contingency 0%	$ 0.00
				Material Total	$ 0.00

EQUIPMENT	DESCRIPTION	QTY. RATE	UNIT COST	DAY(S)/WEEK(S)	TOTAL
N/A	N/A	1	$ 0.00	1.00	$ 0.00
				Equipment Subtotal	$ 0.00
				Tax 7.5%	$ 0.00
				Contingency 0%	$ 0.00
				Equipment Total	$ 0.00

GENERAL CONDITIONS	DESCRIPTION	QTY. RATE	UNIT COST	DAY(S)/WEEK(S)	TOTAL
N/A	N/A	0	$ 0.00	0.00	$ 0.00
N/A	N/A	0	$ 0.00	0.00	$ 0.00
				GCs Subtotal	$ 0.00
				Contingency 0%	$ 0.00
				GCs Total	$ 0.00

SUBCONTRACTORS	DESCRIPTION	QTY. RATE	UNIT COST	UNIT	TOTAL
TLS Automation	PLC Switchover Revisions	1	$ 212,312.39	1.00	$ 212,312.39
Carter Electric	Running New Cables from New PLC --> TC-1 Cabinet	1	$ 13,819.85	1.00	$ 13,819.85
				SC Subtotal	$ 226,132.24
				Contingency 0%	$ 0.00
				SC Total	$ 226,132.24

SUMMARY

EXPECTED DELIVERY TIMES:
Submittal: 6-8 Weeks
Delivery: 12-14 Weeks

EXCEPTIONS:

LABOR (Including 50.00% Burden)	$ 3,800.00
MATERIALS	$ 0.00
EQUIPMENT	$ 0.00
GENERAL CONDITIONS	$ 0.00
SUBCONTRACTORS	$ 226,132.24
TOTAL COSTS	$ 229,932.24
MARK UPS ON LABOR (15%)	$ 570.00
MARK UPS ON MATERIAL (15%)	$ 0.00
MARK UPS ON EQUIPMENT (15%)	$ 0.00
MARK UPS ON SUBCONTRACTORS (5%)	$ 11,306.61
REMOVAL OF CONTAINMENT PIT (PCO #011)	$ 11,733.57
BOND	$ 362.71
TOTAL:	$ 253,905.14

EXPERIENCE
QUALITY SUPPORT

TLS AUTOMATION

3398 SE 20th Lane
Sumterville, FL 33585

SCOPE OF SUPPLY

Date: June 26,2026

Project: Ocoee WWTP PLC Switchover Change Order #1

Attention: Drew

In accordance with the attached Terms and Conditions, TLS Automation.inc is pleased to offer the following materials/services for the above referenced project.

Included items and services as follows:

A. Electrical Engineering services (EMI) to provide revised drawings to complete total switchover to new PLC Control System.
B. Modifications to new PLC cabinet adding plc cards, surge suppressors, and terminal blocks.
C. Design new PLC Program with HMI and VT Scada Screens.
D. Modify Transfer Pump Control Panel for new level transducer and floats.
E. Assist Electrical Contractor with analog connection switchover.
F. Assist in solving proximity switch Issues and find possible solution.

Field Parts

Termination box, 316SS with level display (Transfer Pump Station)
Vega C21 with bracket (Transfer Pump Station)
(2) Float switch with 50” of cable and hanger, (Transfer Pump Station)
Spare PLC processor, 1756-L82E
PLC digital input card, 1756-IA16
PLC digital output card, 1756-OW16I
(2) PLC Analog input card, 1756-IF8
(16) Analog surge arrestors
(12) Relays
(AR) Terminals

TLS’s price includes:

Engineering
Submittals Operation & Maintenance Manuals
1-Year Warranty
Panel Modifications. New PLC, Transfer Pump Station
Freight to US destination
PLC/HMI programming
Start-up and training
Sales Tax

Not Included
Any Material not listed above
Installation or modifications not listed above.

PRICE: $ 212,312.39
allowed to jobsite, shipped via standard commercial carrier.

Submittal 6 to 8 weeks after receipt of order

Delivery 12 to 14 weeks after approved submittals are received by TLS Automation.

TERMS OF PAYMENT
Based on initial and continuing credit approval, the following payment terms apply:
Net 30
- NO HOLDBACK (RETAINAGE) provision is offered or allowed

TLS 4-2023 Terms and Conditions, which is attached, is an integral part of this offering.

Thank you for the opportunity to offer this Scope of Supply.
Please contact me with any questions and/or comments regarding this offering.

Ron Robinette

EXPERIENCE
QUALITY SUPPORT

TLS AUTOMATION

3398 SE 20th Lane
Sumterville, FL 33585

Terms and Conditions 4-2023

LIMITATION OF PROPOSAL: The prices and terms quoted in this proposal are subject to acceptance by the Purchaser within a period of (30) calendar days from the date herein.
TLS Automation LLC (TLS) at the time of the writing of the proposal. General plans and specification not actually submitted shall not apply. This proposal, together with all annexed specifications, when accepted, shall be the complete agreement between the parties; and any alternations or unusual and undisclosed conditions or deviations from the above specifications involving extra costs shall be agreed upon in writing by both parties and shall become an additional charge over and above the proposal price set forth herein. Delays or impossibility of performance by TLS because of strikes, accidents, or other reasons beyond the control of TLS shall relieve us from all liability herein.

SHIPMENT: Time of shipment shall be as stated in the proposal after receipt of order and acceptance and final approval of all drawings and submittal.

TERMS OF PAYMENT: Terms are Net 30 days, with approved credit. Otherwise, alternate arrangements must be made. These terms and conditions have control over any terms presented by Buyer, through a purchase order or otherwise.
We reserve the right to cancel the contract or cease work if payments thereon are not received when due. 1.5% per month shall be charged on all unpaid balances.

TAXES: The Purchaser shall pay any local, state or federal sales, excise or use tax imposed on the equipment in addition to the prices quoted. Intellectual Property (programs, drawings) remains the property of SES and will grant the end user a lifetime license for their use. End user agrees to not share with a third party said property without written authorization by SES.

WARRANTY LIMITATION: There are no warranties that extend beyond the warranties herein after expressed.

WARRANTIES: All work shall be done in a workmanlike manner according to standard practices. We warrant performance against defects in materials and workmanship for a period of twelve (12) months from the date of shipment from TLS. We agree to pass on to the Purchaser such warranties, if any, as may be extended by the manufacturer for material supplied. Labor for replacing defective materials shall not be provided by us unless it is specifically spelled out in the proposal. We shall not be responsible for materials damaged, lost or stolen after delivery, through no fault of ours, or for failure to deliver and perform because of reasons beyond our control.

EXCLUSIVE REMEDIES: Remedies are limited to the repair or replacement at FOB point of delivery. Consequential damages are excluded. In no event shall SES be responsible for consequential damages of any such defective material or workmanship including, but not limited to, the Purchaser's loss of material or profits, increased expenses of operation, downtime or reconstruction of the work, and in no event shall TLS's obligation under this warranty exceed the original contract price of the defective item. It is agreed that any action for breach of express or implied warranty shall be initiated within fifteen (15) months of the date of shipment by TLS and only those defects that are documented to have occurred within twelve (12) months from the date of the equipment's start-up and acceptance or (18) eighteen months from the date of TLS's shipment will be covered by the warranty.

DISCLAIMER: TLS will not be responsible for damage to equipment or materials through improper installation, storage, improper services, or through attempts to operate it in excess of its rated capacity or recommended use, intentional or otherwise, by parties other than SES or its authorized representatives.

CONDITIONS OF SALE: Prices quoted are those now in effect. Seller reserves the right to bill at the prices in effect at the time of shipment if the proposal is not accepted in writing within thirty (30) days, unless a longer term of validity is in writing on the proposal.

LIMITATIONS OF LIABILITY
A. Neither Seller nor its suppliers of any tier will be liable to Purchaser, whether in contract, in tort (including negligence and strict liability), under any warranty or otherwise, for any special, indirect, incidental, or consequential loss or damage whatsoever, or for loss of or to the plant, loss of use of equipment or power system, cost of capital, loss of profits or revenue or the loss of use thereof, cost of environmental damage or clean-up, or claims of customers of Purchaser. The remedies set forth herein are exclusive, and the total cumulative liability of seller and it suppliers under any purchase order or any act or omission in connection therewith or related thereto, whether in contract, in tort (including negligence and strict liability), under any warranty, or otherwise, will be limited to the price of the contract.

B. The provisions of this Article shall survive termination, cancellation or expiration of the purchase order and shall apply, notwithstanding any other provisions of this Agreement or any related document thereto, to the fullest extent permitted by law. Prior to the transfer of any equipment or material furnished or for which work is furnished hereunder from the project site (except temporarily for repair work or permanently for disposal), or the transfer of any interest therein or in the plant, Purchaser shall obtain for Seller written assurances from the transferee of limitation of and protection against liability following the proposed transfer at least equivalent to that afforded seller and its suppliers under the purchase order.

CARTER ELECTRIC, INC. JOB SUMMARY

CO # 5

v06012022

Date:	7/16/2026	**JOB#:**	11931
Customer Name:	Sawcross Contractors	**Project Name:**	Ocoee WWTF Electrical Upgrade
Address:	10970 New Berlin Rd.	**Location:**	1810 A.D. Mins Rd. Ocoee FL, 34761
City, State Zip:	Jacksonville FL 32226-2270	**Description:**	Running new cabels from the new PLC to cabinet TC-1 and moving 16 circuits from the existing PLC to the new PLC. Demo and removal of the old PLC to GC's Dumpster. Demo of existing concrete pad is excluded.
Contract #:		**Work Order/ Authorization #:**	

LABOR	STRAIGHT HRS	OT HRS	HOL HRS	STRAIGHT RATE	OT RATE	HOL RATE	ST HRS TOTAL	OT HRS TOTAL	HOL HRS TOTAL
Electrician General FM	80.00	5.00		$ 64.21	$ 88.14	$ 128.42	$ 5,136.80	$ 440.70	$ -
Electrician Foreman				$ 61.56	$ 84.31	$ 123.12	$ -	$ -	$ -
Journeyman Wireman				$ 55.92	$ 76.11	$ 111.84	$ -	$ -	$ -
Apprentice	80.00	5.00		$ 35.83	$ 49.65	$ 71.66	$ 2,866.40	$ 248.25	$ -
Cable Splicer				$ 106.00	$ 146.27	$ 212.00	$ -	$ -	$ -
Roadway Lighting Tech				$ 61.56	$ 84.31	$ 123.12	$ -	$ -	$ -
Roadway Ltg. Groundman				$ 44.60	$ 62.35	$ 89.20	$ -	$ -	$ -
Operator				$ 61.56	$ 84.31	$ 123.12	$ -	$ -	$ -
Safety Superintendent				$ 71.51	$ 98.73	$ 143.02	$ -	$ -	$ -
Laborer				$ 28.90	$ 40.26	$ 57.80	$ -	$ -	$ -
TOTAL HOURS	**160.00**	**10.00**	**0.00**			**TOTAL LABOR**	**$ 8,003.20**	**$ 688.95**	**$ -**

SUBCONTRACTORS	DESCRIPTION	COST
	TOTAL SUBCONTRACTS	**$ -**

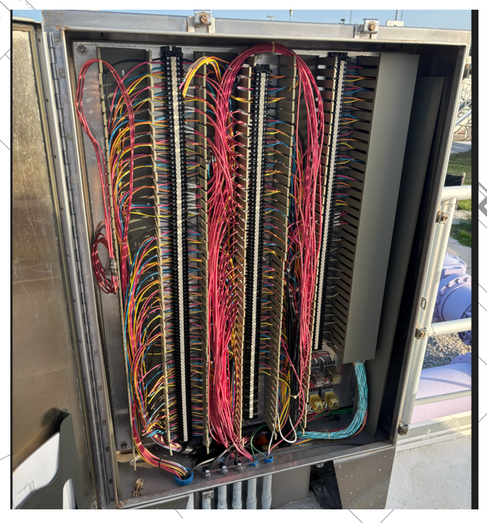
OWNED EQUIPMENT	HOURS	RATE	TOTAL	DAYS	RATE	TOTAL	WEEKS	RATE	TOTAL
Line/Derrick Truck		$ 103.25	$ -		$ 722.75	$ -		$ 2,891.00	$ -
Bucket Truck 41ft		$ 36.76	$ -		$ 257.35	$ -		$ 1,029.28	$ -
Bucket Truck 65ft		$ 73.54	$ -		$ 514.78	$ -		$ 2,059.12	$ -
Truck - 3/4 Ton		$ 20.38	$ -		$ 142.66	$ -		$ 570.64	$ -
Truck - 1 Ton		$ 21.63	$ -		$ 151.41	$ -		$ 605.64	$ -
Truck - Liftgate 2 ton		$ 24.13	$ -		$ 168.91	$ -		$ 675.64	$ -
Truck 1/2 Ton 2X4		$ 14.96	$ -		$ 104.73	$ -		$ 418.92	$ -
Service Van		$ 25.00	$ -	10.00	$ 175.00	$ 1,750.00		$ 700.00	$ -
Car - Funsion		$ 9.79	$ -		$ 68.53	$ -		$ 274.12	$ -
Utility Cart 4X4		$ 11.59	$ -		$ 81.13	$ -		$ 324.52	$ -
Trailer - Flat Deck 10 Ton		$ 9.06	$ -		$ 63.42	$ -		$ 253.68	$ -
Trailer - Flat Deck 20 Ton		$ 10.18	$ -		$ 71.26	$ -		$ 285.04	$ -
Trailer - Reel		$ 17.01	$ -		$ 119.07	$ -		$ 476.28	$ -
Trailer - Reel w/Tensioner		$ 21.36	$ -		$ 149.52	$ -		$ 598.08	$ -
Trailer - Pole		$ 3.65	$ -		$ 25.55	$ -		$ 102.20	$ -
Trailer - Dump		$ 5.71	$ -		$ 39.97	$ -		$ 159.88	$ -
Trailer-Vac Excavate Small		$ 24.46	$ -		$ 171.22	$ -		$ 684.88	$ -
Trailer-Vac Excavate Large		$ 76.13	$ -		$ 532.91	$ -		$ 2,131.64	$ -
Cat Telehandler Forklift		$ 92.38	$ -		$ 646.66	$ -		$ 2,586.64	$ -
Mini Excavator		$ 77.62	$ -		$ 543.34	$ -		$ 2,173.36	$ -
Large Excavator		$ 97.65	$ -		$ 683.55	$ -		$ 2,734.20	$ -
Rubber Tire Backhoe		$ 67.55	$ -		$ 472.85	$ -		$ 1,891.40	$ -
Trencher - Ride On		$ 59.51	$ -		$ 416.57	$ -		$ 1,666.28	$ -
Compactor		$ 8.28	$ -		$ 57.96	$ -		$ 231.84	$ -
Manhole Safety Equip		$ 6.84	$ -		$ 47.88	$ -		$ 191.52	$ -
3" Pump or Gen - 6600 Watt		$ 5.44	$ -		$ 38.08	$ -		$ 152.32	$ -
Light Plant		$ 21.47	$ -		$ 150.29	$ -		$ 601.16	$ -
185 CFM Compressor		$ 16.52	$ -		$ 115.64	$ -		$ 462.56	$ -
3M Dynatel Locator		$ 2.70	$ -		$ 18.90	$ -		$ 75.60	$ -
Fiberglass Duct Rodder		$ 3.54	$ -		$ 24.78	$ -		$ 99.12	$ -
Gang Box		$ 1.09	$ -		$ 7.63	$ -		$ 30.52	$ -
Tri Stand Vise		$ 0.57	$ -		$ 3.99	$ -		$ 15.96	$ -
Torque Wrench		$ 0.96	$ -		$ 6.72	$ -		$ 26.88	$ -
Forklift Solid Tire 5k lbs		$ 14.47	$ -		$ 101.29	$ -		$ 405.16	$ -
Roto Hammer Drill		$ 1.41	$ -		$ 9.87	$ -		$ 39.48	$ -
Electric Core Drill & Bit		$ 2.22	$ -		$ 15.54	$ -		$ 62.16	$ -
Ridgid 300 Threader		$ 3.42	$ -		$ 23.94	$ -		$ 95.76	$ -
Porta Band Saw		$ 1.68	$ -		$ 11.76	$ -		$ 47.04	$ -
Ridgid 1224 Threader		$ 13.47	$ -		$ 94.29	$ -		$ 377.16	$ -
555 or 855 Bender		$ 7.46	$ -		$ 52.22	$ -		$ 208.88	$ -
Chicago Bender		$ 4.27	$ -		$ 29.89	$ -		$ 119.56	$ -
883 Table Bender Hyd.		$ 8.21	$ -		$ 57.47	$ -		$ 229.88	$ -
Hydrualic Hypress Tool & Die		$ 4.93	$ -		$ 34.51	$ -		$ 138.04	$ -
Reel Jacks & Arbor Set		$ 0.24	$ -		$ 1.68	$ -		$ 6.72	$ -
Cable Tugger		$ 12.50	$ -		$ 87.50	$ -		$ 350.00	$ -
Megger 1000V		$ 1.61	$ -		$ 11.27	$ -		$ 45.08	$ -
Phase Rotation Meter		$ 0.51	$ -		$ 3.57	$ -		$ 14.28	$ -
Light Photometrics Meter		$ 0.58	$ -		$ 4.06	$ -		$ 16.24	$ -
Infra Red Meter		$ 0.65	$ -		$ 4.55	$ -		$ 18.20	$ -
Recording Amprobe		$ 2.23	$ -		$ 15.61	$ -		$ 62.44	$ -
Concrete Saw		$ 12.68	$ -		$ 88.76	$ -		$ 355.04	$ -
		TOTAL HOURLY	**$ -**		**TOTAL DAILY**	**$ 1,750.00**		**TOTAL WEEKLY**	**$ -**

RENTED EQUIPMENT	VENDOR NAME	INVOICE TOTAL	VENDOR NAME	INVOICE TOTAL

MATERIALS	QTY	COST	TOTAL
#14 Wire	5000	$ 0.25	$ 1,250.00
16/2 Cable	500	$ 0.85	$ 425.00
Splice Terminals	100	$ 0.80	$ 80.00
Conduit Seal	1	$ 25.00	$ 25.00
Misc Material	1	$ 1,000.00	$ 1,000.00
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		TOTAL MATERIAL	**$ 2,780.00**

SUMMARY OF COSTS		
DESCRIPTION	**RATE**	**TOTAL**
Total Labor		$ 8,692.15
Total Material		$ 2,780.00
Material Tax	6.5%	$ 180.70
Material OH&P	15.0%	$ 417.00
Total Owned Equipment		$ 1,750.00
Total Rented Equipment		$ -
Total Subcontract		$ -
Subcontract OH&P	6.0%	$ -
Consumables		
Permit		
Bond (X for yes)	1.075%	$ -
TOTAL COST		**$ 13,819.85**

ACKNOWLEDGED BY: _____ **DATE:** _____



OPERATION BUILDING

Old PLC

Pull Box on Building

PB5

PB6

PB13

PB7

PB8

58'-8 3/4"

32'-2"

602 1/2"

3'-8 3/4"

New PLC

ELECTRICAL BUILDING

GENERATOR

PORTABLE GENSET CONNECTOR

DUKE PAD MTD TRANSFORMER

METER

METAL BUILDING (SHOP)

EXISTING BUILDING DISCONNECT

CUT & PATCH PAVEMENT

PB4

PB1

PB2

PB23 & PB24

PB9

PB10

TC-1

BRIDGE FILTER

CLARIFIER #1

CLARIFIER #3

SITE PLAN

1/16" = 1'

1/16" = 1'

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC DOCUMENTS.

cph
www.cphcorp.com
A Full Service A & E Firm
1992 SW 1st. Street
Miami, FL 33135
Ph: 305.274.4805
Plans Prepared By:
CPH, Inc.
State of Florida Licenses:
Engineer No. 3215
Surveyor No. LB7143
Architect. No. AA26000926
Landscape No. LC000298

WILLARD C. HOANSHELT LICENSE No. 42593 STATE OF FLORIDA PROFESSIONAL ENGINEER

EMI COA 6180
5742 Riverbed Rd,
Groveland, FL 34736
P: 352.460.4035
WILLARD C. HOANSHELT, P.E.
FLORIDA P.E. NO. 42593

No.	Revision	Date
	CONFORMED	7/24

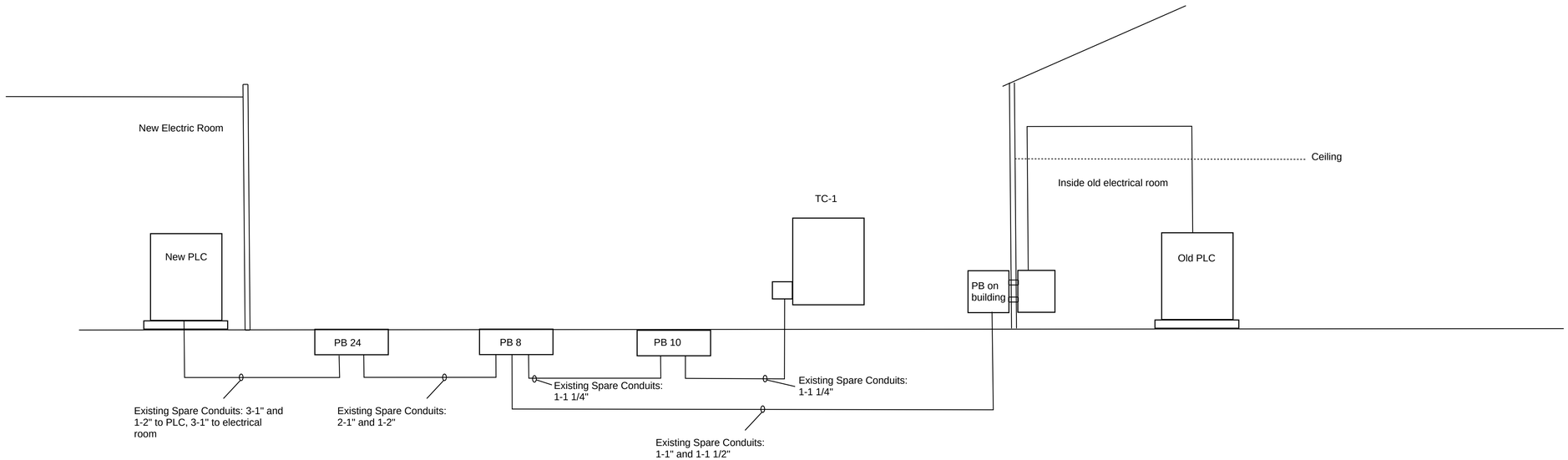
Designed: W.C.H.
Drawn: J.P.H.
Checked: W.C.H.
Job No.: E12345
Date: 6/6/22

PARTIAL SITE PLAN 1

OCOEE WWTF
ELECTRICAL UPGRADE AND EXPANSION
ORANGE COUNTY, FL

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
E 04



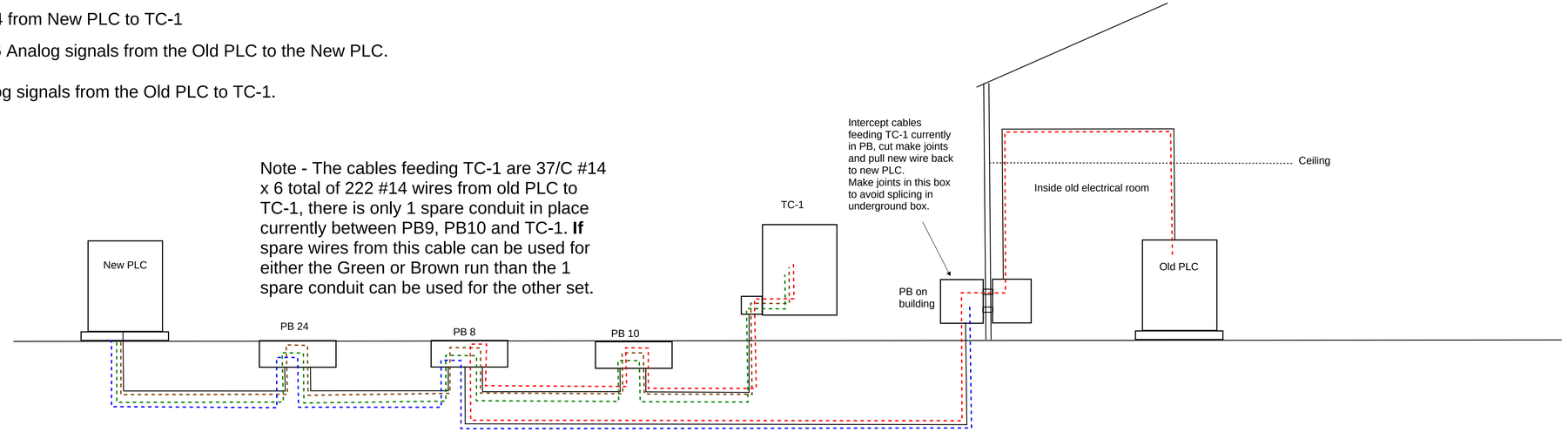
Existing Spare Conduit riser diagram - NTS

Requirements Per TLS:

1) Run two 2/C #16 from New PLC to TC-1
2) Run 4 - #14 from New PLC to TC-1
3) Transfer 16 Analog signals from the Old PLC to the New PLC.

Existing Analog signals from the Old PLC to TC-1.

Note - The cables feeding TC-1 are 37/C #14 x 6 total of 222 #14 wires from old PLC to TC-1, there is only 1 spare conduit in place currently between PB9, PB10 and TC-1. **If** spare wires from this cable can be used for either the Green or Brown run than the 1 spare conduit can be used for the other set.



Proposed Communication riser diagram - NTS

PROPOSED CHANGE ORDER COVER

Change Order Request No.: 011

Project: Ocoee WWTF Electrical Upgrade & Expa

Owner Project No.: 24-008

Sawcross Project No.: 2405

TO: City of Ocoee (FOR APPROVAL)
1800 A.D. Mims Road
Ocoee, FL 34761
ATTN: Trent Hopper

We herewith submit the following for your consideration:

Removal of containment pit where old tanks were removed. Sawcross to dispose of concrete.

TOTAL COST FOR THE ABOVE-DESCRIBED WORK IS: $11,733.57

TIME EXTENSION (IN CALENDAR DAYS) REQUIRED TO BE ADDED TO THE CONTRACT FOR THIS WORK IS: 0 DAYS

AUTHORIZATION SHALL NOT BE VALID IF THIS REQUEST IS ALTERED WITHOUT SAWCROSS INCORPORATED'S APPROVAL.

[✔] THE ABOVE-DESCRIBED WORK IS A CHANGE IN SCOPE TO BE FUNDED FROM A CHANGE ORDER.

THE ABOVE IS ACKNOWLEDGED:

_____

Design Professional

Date: _____

THE ABOVE AUTHORIZATION IS:

[ ] APPROVED

[ ] NOT APPROVED

_____

Owner

Date: _____

PLEASE RETURN ONE (1) COPY OF THIS REQUEST WITH YOUR INDICATIONS MARKED ABOVE.

_____ Date: _____

SAWCROSS INCORPORATED

Rev. 4/2022

SAWCROSS Contractors & Engineers

SAWCROSS, INC.

REMOVAL OF CONTAINMENT PIT

PREPARED FOR:	City of Ocoee	PREPARED BY:	Drew Hickinbotham	DATE:	7/07/2026	PROPOSED CHANGE ORDER	011

LABOR	DESCRIPTION OF WORK	STANDARD HOURS	OVERTIME HOURS	BASE RATE	OVERTIME RATE	TOTAL
Pipe Foreman	Concrete Removal / Demo	32.0	0.0	$ 75.00	$ 0.00	$2,400.00
Pipe Fitter	N/A	0.0	0.0	$ 55.00	$ 0.00	$0.00
Equipment Operator	N/A	0.0	0.0	$ 55.00	$ 0.00	$0.00
Pipe Fitter Helper	N/A	0.0	0.0	$ 45.00	$ 0.00	$0.00
DIRECT LABOR HOURS		32.0				
DIRECT LABOR HOURS OVERTIME		0.0				
DIRECT LABOR HOURS TOTAL		32.0				
SUPERINTENDENT		32.0	0.0	$ 95.00	$ 0.00	$3,040.00
PROJECT MANAGER		0.0	0.0	$ 95.00	$ 0.00	$0.00

Labor Subtotal		$ 5,440.00
Contingency	0%	0
Labor Total		$ 5,440.00

MATERIALS	DESCRIPTION	QTY	UNIT COST	TOTAL COST	TOTAL
N/A	N/A	1	$ 0.00	$ 0.00	$ 0.00

Material Subtotal		$ 0.00
Tax	7.5%	$ 0.00
Contingency	0%	$ 0.00
Material Total		$ 0.00

EQUIPMENT	DESCRIPTION	QTY. RATE	UNIT COST	DAY(S)/WEEK(S)	TOTAL
N/A	N/A	1	$ 0.00	1.00	$ 0.00

Equipment Subtotal		$ 0.00
Tax	7.5%	$ 0.00
Contingency	0%	$ 0.00
Equipment Total		$ 0.00

GENERAL CONDITIONS	DESCRIPTION	QTY. RATE	UNIT COST	DAY(S)/WEEK(S)	TOTAL
N/A	N/A	0	$ 0.00	0.00	$ 0.00
N/A	N/A	0	$ 0.00	0.00	$ 0.00

GCs Subtotal		$ 0.00
Contingency	0%	$ 0.00
GCs Total		$ 0.00

SUBCONTRACTORS	DESCRIPTION	QTY. RATE	UNIT COST	UNIT	TOTAL
True-Line Coring & Cutting of Tampa Inc.	Cutting of Concrete Containment Pit	1	$ 5,200.00	1.00	$ 5,200.00

SC Subtotal		$ 5,200.00
Contingency	0%	$ 0.00
SC Total		$ 5,200.00

SUMMARY

EXPECTED DELIVERY TIMES:		
N/A	LABOR (Including 50.00% Burden)	$ 5,440.00
	MATERIALS	$ 0.00
	EQUIPMENT	$ 0.00
	GENERAL CONDITIONS	$ 0.00
EXCEPTIONS:	SUBCONTRACTORS	$ 5,200.00
	TOTAL COSTS	$ 10,640.00
	MARK UPS ON LABOR (15%)	$ 816.00
	MARK UPS ON MATERIAL (15%)	$ 0.00
	MARK UPS ON EQUIPMENT (15%)	$ 0.00
	MARK UPS ON SUBCONTRACTORS (5%)	$ 260.00
	BOND	$ 17.57
	TOTAL:	$ 11,733.57

True-Line Coring & Cutting of Tampa Inc.

349 E State Rd 434 Longwood, Fla. 32750
Office (407) 676-4520 Fax (813) 885-4812

www.sawconcrete.com

Quote 126256

QUOTED TO:

SAWCROSS CONTRACTORS & ENG
10970 NEW BERLIN ROAD.
JACKSONVILLE ,FL 32226

(904) 751-7500 **Fax:** (904) 751-0600
Ordered By: MARK TROSPER

Cust # OSAW01

JOB INFORMATION

Jobsite/Project: None

PO #: **Job #:**

OCOEE WATER TREATMENT PLANT
1810 A D MIMS RD

OCOEE, FL

Job Contact: MARK
Job Phone:
Pager/Mobile: (904) 219-6681 **Phone Type:**
General Contractor:
Owner:

Needed At Site

Elevation 0 **Distance To Site:** 0

Details

Quantity	Description	Unit	Price
2.00	BROKK 180 DAILY RATE 1 EACH - 16' X 16' TANK 4' TALL WALLS 10" THICK ON EXTERIOR SLAB ON GRADE 1 EACH - 18' X 18' X 12" THICK EXTERIOR SLAB 1 EACH - 12' X 12' X 18" THICK EXTERIOR EQUIPMENT PAD TRUE LINE TO MAKE RELIEF CUT IN SLAB FROM NEARBY EQUIPMENT SHED TRUE LINE TO BROKK TANK AND SLAB INTO PIECES FOR REMOVAL BY OTHERS	2,600.00	5,200.00
			5,200.00

$500 ADMIN FEE WILL BE ADDED FOR OCIP/CCIP JOBS

THE AMOUNT OF ANY RETAINAGE (IF ANY) HELD WILL BE ADDED TO OUR QUOTE

#1 HOLES TO BE DRILLED OR LINES TO BE SAWED MUST BE MARKED BY OTHERS. ALL HOLES DRILLED OR LINES SAWED WILL BE CHARGED WHETHER USED OR NOT.
#2 DAMAGE TO UTILITIES OR OBJECTS WITHIN THE CONCRETE IS BEYOND OUR CONTROL. WE CANNOT ASSUME RESPONSIBILITY FOR DAMAGE TO SAME OR THE RESULTING DAMAGE THEREOF. DAMAGE TO PROPERTY OF OTHERS BY WATER TRAVELING THROUGH EXISTING CRACKS OR OPENINGS IN THE CONCRETE IS BEYOND OUR CONTROL.
#3 REASONABLE AND SAFE ACCESS TO AND FROM WORK AREA GAURANTEED BY OWNER OR CONTACTOR
#4 THIS COMPANY IS NOT RESONSIBILE FOR THE PROTECTING OR BARRICADING OF OPENINGS AFTER CUTTING OR DRILLING
#5 TERMS OF PAYMENT: NET 30 DAYS UPON RECEIPT OF INVOICE.
#6 1.5% (ONE & ONE HALF PERCENT) PER MONTH WILL BE CHARGED ON PAST DUE ACCOUNTS
#7 THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES AND CANNOT BE ALTERED WITHOUT PRIOR WRITTEN CONSENT.
#8 THICKER CONCRETE OR DIFFICULT SITE CONDITIONS WILL WARRANT A PRICE INCREASE.

Proposed by: Jacob Cusey **Accepted By:** _____

Date: 07/02/26 **Date:** _____

STAFF REPORT

Meeting Date: August 4, 2026
Item #: 15

Contact Name: Steven Weber
Contact Number: Ext. 1520

Department Director: Steven Weber
City Manager: Craig Shadrix

Subject: Second Reading of Ordinance for Fiscal Year 2025-26 Budget Amendment. (Finance Director Weber)

Background Summary:

The first reading of the ordinance was held on July 21, 2026.

A review of the City's financial position through this point in the fiscal year indicates the need for another budget amendment to address additional appropriations of revenue and expenditures for the General Fund, Forest Lake Golf Fund, Recreation Impact Fund and the ARPA Fund.

The total General Fund adopted budget was $77,222,251. Ordinance 2026-07 was approved at the June 2nd City Commission meeting, which increased the budget to $77,459,726. Subsequently, staff identified that the General Fund requires additional appropriation of $4,363,356 to account for the forgiveness of the advance to the Forest Lake Golf Fund from the prior fiscal year. This forgiveness requires a corresponding revenue appropriation in the Forest Lake Golf Fund of $4,363,356.

The Recreation Fund requires additional appropriations of $500,000 for the driving range project at Forest Lake Golf Course. Funding from accumulated impact fees will be used for this project.

The ARPA Fund requires additional appropriations of $1,500,000 for the driving range project at Forest Lake Golf Course. Funding from accumulated interest earnings will be used for this project.

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 Honorable Mayor and City Commission approve the proposed budget amendment as described and detailed in the attached schedule.

Attachments:

1. Ordinance - Budget Amendment - Forest Lake
2. Budget Amendment Schedule 2026 Forest Lake GC
3. Business Impact Estimate - Budget Amendment
4. Advertisement

Financial Impacts:
Expenditures in the General Fund are being increased to recognize the forgiveness of the advance to the Lake Forest Golf Fund. Accumulated impact fees (Recreation Impact Fund) and accumulated interest earnings (ARPA Fund) are being used to fund the driving range upgrade at Forest Lake Golf Course.

Type of Item: Second Reading Public Hearing

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 AND AMENDED BY ORDINANCE 2026-07 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 and amended by Ordinance 2026-07 is hereby amended as follows:

Increase in appropriations in expenditure totaling $4,363,356 in the General Fund; and increase in revenue of $4,363,356 in the Forest Lake Golf Fund.

Increase of appropriations totaling $500,000 in the Recreation Impact Fund; and an increase of $1,500,000 in the ARPA 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

FY 2026 Budget Amendment/True-up Schedule

GENERAL FUND		***Increase/(Decrease) in Transfer Out***	***Decrease in Receivable***	***Notes***
001-132902	ADVANCES TO FOREST LAKE GOLF FUND		4,363,356	Forgive loan in Forest Lake Golf Fund
001-516-00-9000	TRANSFERS OUT	4,363,356	-	
		4,363,356	**4,363,356**	No impact on fund balance.

FOREST LAKE GOLF FUND		***Decrease in Loan***	***Increase/(Decrease) in Transfers In***	***Notes***
418-236902	ADVANCE FROM GENERAL FUND	4,363,356		Forgive loan in Forest Lake Golf Fund
418-38-1000	TRANSFERS IN		4,363,356	
		4,363,356	**-**	No impact on fund balance.

REC IMPACT FUND		***Increase/(Decrease) in Expenditure***	***Increase in Revenue***	***Notes***
110-572-00-6302	CAPITAL IMPROVEMENTS	500,000		Driving range project at Forest Lake Golf Course (P000479)
110-30-000	BEGINNING CASH	-	500,000	
		500,000	**500,000**	Funding from accumulated recreation impact fees.

ARPA FUND		***Increase/(Decrease) in Expenditure***	***Increase in Revenue***	***Notes***
120-516-00-6302	CAPITAL IMPROVEMENTS	1,500,000		Driving range project at Forest Lake Golf Course (P000479)
120-30-0000	BEGINNING CASH	-	1,500,000	
		1,500,000	**1,500,000**	Funding from accumulated earned interest.

City of Ocoee

Business Impact Estimate

Proposed ordinance's title/reference:
AN ORDINANCE OF THE CITY OF OCOEE, ORANGE COUNTY, FLORIDA, RELATING TO THE CITY BUDGET; AMENDING THE CITY BUDGET ADOPTED BY ORDINANCE 2025-20 AND AMENDED BY ORDINANCE 2026-07 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.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☑ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

[1] See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

A budget amendment to address additional appropriations of revenue and expenditures for the General Fund, Forest Lake Golf Fund, Recreation Impact Fund and the ARPA Fund.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Ocoee, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):

CITY OF OCOEE
PUBLIC HEARING

A **Public Hearing** before the **Ocoee City Commission** will be held **Tuesday, August 4, 2026, at 6:15 p.m.** or as soon thereafter as may be heard, in the Commission Chambers of City Hall at 1 North Bluford Avenue, Ocoee, Florida, to consider the following ordinances:

AN ORDINANCE OF THE CITY OF OCOEE, ORANGE COUNTY, FLORIDA, RELATING TO THE CITY BUDGET; AMENDING THE CITY BUDGET ADOPTED BY ORDINANCE 2025-20 AND AMENDED BY ORDINANCE 2026-07 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.

AN ORDINANCE OF THE CITY OF OCOEE AMENDING CHAPTER 7 OF THE CITY CODE, REORGANIZING PROVISIONS THE CHAPTER, SIMPLIFYING LANGUAGE, AND DELETING ANACHRONSTIC PROVISIONS IN THE CHAPTER FOR CLARITY, DELETING LANGUAGE PURPORTING TO LIMIT THE ROLE OF THE SPECIAL MAGISTRATE TO CODE ENFORCMENT UNDER CHAPTER 162, FLORIDA STATUTES, DEFINING TERMS; SETTING FORTH THE TERMS OF THE SPECIAL MAGISTRATE AND APPOINTMENT OF A SPECIAL MAGISTRATE PRO TEM; ESTABLISHING CODE ENFORCEMENT PROCEDURES; ESTABLISHING HEARING PROCEDURES AND STANDARDS; SETTING FORTH THE POWERS OF THE SPECIAL MAGISTRATE AND CODE ENFORCEMENT BOARD; INCREASING ADMINISTRATIVE FINES TO THOSE ALLOWED FOR MUNICIPALITIES WITH 50,000 OR MORE RESIDENTS, ESTABLISHING FINES FOR THE COSTS OF REPAIRS MADE AND CORRECTIVE ACTION TAKEN BY THE CITY; ESTABLISHING LIENS FOR UNPAID CODE ENFORCEMENT FINES UPON RECORDING OF ORDERS ASSESSING FINES; ESTABLISHING PROCEDURES FOR AUTHORIZING FORECLOSURE OF NON-HOMESTEAD PROPERTIES WITH UNPAID CODE ENFORCEMENT FINES; ESTABLISHING PROCEDURES FOR APPLYING FOR AND CONSIDERING LIEN REDUCTIONS AND RELEASES, SATISFACTIONS, AND SETTLEMENTS; PROVIDING FOR NOTICE TO AFFECTED PARTIES; ALLOWING FOR ENFORCEMENT BY OTHER PROVISIONS; PROVIDING FOR APPEALS; ESTABLISHING A CODE ENFORCEMENT RECOVERY FUND; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

All interested parties are invited to attend and be heard with respect to the above. The Ocoee City Commission may continue the public hearing to other dates and times, as it deems necessary. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at such hearing, they will need a record of the proceedings, and for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be 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 at 407-905-3105 at least two days prior to the date of hearing.

July 23, 2026 26-02452W

STAFF REPORT

Meeting Date: August 4, 2026
Item #: 16

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Second Reading of Ordinance Amending Chapter 7 of the City Code: Enforcement of Code. (Police Chief Ogburn)

Background Summary:

The first reading of the ordinance was held on July 21, 2026.

On April 7, 2026, the City Commission approved continuing the City's hybrid model, with a Code Enforcement Board hearing code violations involving detached single-family residential properties and a Special Magistrate hearing all other cases. The City Commission also stated that they wanted to re-evaluate the Code Enforcement Board after 90 days. The 90-day evaluation was completed on July 7, 2026. Within this 90-day evaluation period, the board has met the quorum requirement for all meetings and imposed the recommended fines in all cases. As a result of the previous Code Board Attorney's retirement, a Code Board Attorney has been retained to provide legal guidance to the Code Board during hearings. There is still one vacancy on the Code Enforcement Board, and both alternate positions are currently vacant.

The proposed ordinance update states that, in the event of a conflict of interest or when the Special Magistrate is unavailable due to illness, disability, or death, the City Manager or his designee may appoint a Special Magistrate pro tem to perform the duties of a Magistrate. The proposed ordinance retains the City's hybrid model while expressly authorizing the City Manager to assign cases to the Special Magistrate if the Code Board cannot achieve a quorum or the City Commission cannot promptly fill a vacancy on the seven-member board as required by State law.

The City Commission also asked staff to present updated fines for code violations. The proposed Ordinance increases: 1) potential fines not to exceed $1000.00 per day per violation. 2) potential fines not to exceed $5000.00 per day per violation for repeat violators. 3) potential fines not to exceed $15,000.00 per day per violation if the violation is irreplaceable or irreversible. These fines are in accordance with Florida Statutes 162.09 (2)(b) for municipalities with at least 50,000 residents, which states that the Magistrate or Code Board has discretion to impose code board fines up to the limit.

The proposed ordinance authorizes the Magistrate to hear all cases recommended by the Code Board for foreclosure. The Special Magistrate shall review and consider the application for reduction or release of lien, provide the violator with an opportunity to address the Special Magistrate regarding the application for reduction or release of lien, and take the testimony of other interested parties. The Special Magistrate shall render a written recommendation to the City Commission based on findings of fact and law. The proposed Ordinance establishes a formal procedure for lien reduction/elimination, providing for the Special Magistrate to make a recommendation to the City Commission, while retaining the City Manager's right to compromise and

settle code liens. The proposed Ordinance also establishes a Code Enforcement Recovery Fund. This fund will be a dedicated financial pool created to support the administration and operation of local code enforcement activities. It will be funded by revenues generated from fines, civil penalties, nuisance abatement recovery monies, and other costs or reimbursements collected through enforcement actions.

Issue:
Should the Honorable Mayor and City Commission approve an ordinance amending Chapter 7 of the City Code that, upon approval, will retain the current hybrid model of retaining the Code Board for residential code cases, use a Special Magistrate for nonresidential cases, authorize the City Manager to assign cases to the Special Magistrate if the Code Board cannot achieve a quorum, adopt proposed increases in the fines, and for staff to establish a Code Enforcement Recovery Fund?

Recommendations:
Staff recommends that the Honorable Mayor and City Commission approve an ordinance amending Chapter 7 of the City Code that, upon approval, will retain the current hybrid model of retaining the Code Board for residential code cases, use a Special Magistrate for nonresidential cases, authorize the City Manager to assign cases to the Special Magistrate if the Code Board cannot achieve a quorum, adopt proposed increases in the fines, and for staff to establish a Code Enforcement Recovery Fund.

Attachments:
1. Ordinance
2. Advertisement
3. Business Impact Estimate - Code Enforcement

Financial Impacts:

There is no financial impact to the City of Ocoee.

Type of Item: Second Reading Public Hearing

ORDINANCE 2026-_____

AN ORDINANCE OF THE CITY OF OCOEE AMENDING CHAPTER 7 OF THE CITY CODE, REORGANIZING PROVISIONS THE CHAPTER, SIMPLIFYING LANGUAGE, AND DELETING ANACHRONSTIC PROVISIONS IN THE CHAPTER FOR CLARITY, DELETING LANGUAGE PURPORTING TO LIMIT THE ROLE OF THE SPECIAL MAGISTRATE TO CODE ENFORCMENT UNDER CHAPTER 162, FLORIDA STATUTES, DEFINING TERMS; SETTING FORTH THE TERMS OF THE SPECIAL MAGISTRATE AND APPOINTMENT OF A SPECIAL MAGISTRATE *PRO TEM*; ESTABLISHING CODE ENFORCEMENT PROCEDURES; ESTABLISHING HEARING PROCEDURES AND STANDARDS; SETTING FORTH THE POWERS OF THE SPECIAL MAGISTRATE AND CODE ENFORCEMENT BOARD; INCREASING ADMINISTRATIVE FINES TO THOSE ALLOWED FOR MUNICIPALITIES WITH 50,000 OR MORE RESIDENTS, ESTABLISHING FINES FOR THE COSTS OF REPAIRS MADE AND CORRECTIVE ACTION TAKEN BY THE CITY; ESTABLISHING LIENS FOR UNPAID CODE ENFORCEMENT FINES UPON RECORDING OF ORDERS ASSESSING FINES; ESTABLISHING PROCEDURES FOR AUTHORIZING FORECLOSURE OF NON-HOMESTEAD PROPERTIES WITH UNPAID CODE ENFORCEMENT FINES; ESTABLISHING PROCEDURES FOR APPLYING FOR AND CONSIDERING LIEN REDUCTIONS AND RELEASES, SATISFACTIONS, AND SETTLEMENTS; PROVIDING FOR NOTICE TO AFFECTED PARTIES; ALLOWING FOR ENFORCEMENT BY OTHER PROVISIONS; PROVIDING FOR APPEALS; ESTABLISHING A CODE ENFORCEMENT RECOVERY FUND; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Section 162.03, Florida Statutes states, "[A] municipality may, by ordinance, adopt an alternate code enforcement system that gives code enforcement boards or special magistrates designated by the local governing body, or both, the authority to hold hearings and assess fines against violators of the respective county or municipal codes and ordinances;" and

WHEREAS, the City Commission of the City of Ocoee desires to continue a hybrid model of code enforcement, in which a Code Enforcement Board hears cases involving detached single-family residentially zoned properties and a Special Magistrate hears all other cases; and

WHEREAS, the Special Magistrate's duties in the City of Ocoee extend beyond Code Enforcement under Chapter 162 to include red light camera violations and school zone speed violations, and, therefore, Chapter 7 should recognize such duly enacted jurisdictional duties; and

WHEREAS, the City Commission finds, based on data from the Bureau of Economic and Business Research of the University of Florida and the United States Census Bureau, that the population of the City of Ocoee exceeds 50,000 persons, and that a Special Magistrate and the Code Board should have discretion to impose code enforcement fines up to the limit allowed by section 162.09(2)(d) for cities whose population equals or exceeds 50,000; and

WHEREAS, Section 162.05 states, "The local governing body may appoint up to two alternate members for each code enforcement board to serve on the board in the absence of board members"; and

WHEREAS, the City Commission desired to appoint two alternate members to help assure that the Code Compliance Board can achieve a quorum; and

WHEREAS, the City Commission desires to standardize the procedures for considering applications to reduce or release code enforcement fines and liens; and

WHEREAS, the City Commission desires to authorize the City Manager or their designee to recommend the foreclosure of properties with code enforcement liens; and

WHEREAS, the City Commission wishes to authorize the Special Magistrate to hear cases involving detached single-family residential properties when the Code Enforcement Board cannot achieve a quorum and when seven members cannot be promptly appointed to the Code Enforcement Board to fill vacancies as required by Section 162.

NOW THEREFORE, BE IT ENACTED by the City Commission of the City of Ocoee that:

SECTION 1: Recitals. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

SECTION 2: <u>Amendments to Chapter 7 of the City Code of Ocoee</u>

Chapter 7 of the Code of the City of Ocoee is amended as shown below. Words that are <u>underlined</u> are additions and words with ~~strikeouts~~ are deletions. Articles, Sections, Subsections and Provisions not referenced in this ordinance or that are not underlined are not modified:

§ 7-1. Title.

This Chapter may be cited as the "~~Ocoee Code Enforcement Board and Special Magistrate~~ Code Enforcement Ordinance."

§ 7-2. Intent.

This Chapter is intended to promote, protect and improve the health, safety and welfare of the citizens of the City of Ocoee, Florida, by creating an Administrative Board and providing for a

Special Magistrate with authority to impose administrative fines and other noncriminal penalties to provide an equitable, expeditious, effective and inexpensive means of enforcing the codes and ordinances in force in the City of Ocoee, Florida, where a pending or repeated violation continues to exist. It is the legislative intent of this Chapter to provide an additional or supplemental means of obtaining compliance with the codes and ordinances of the City. Nothing contained in this Chapter shall prohibit the City Commission from enforcing such codes and ordinances by any other lawful means.

§ 7-3. Establishment of Code Enforcement Board and Special Magistrate; jurisdiction.

A. There is hereby created the office of Special Magistrate of the City of Ocoee, Florida and the ~~The City of Ocoee, Florida, will have one Administrative Board as provided in this Chapter, which will be called the~~ Code Enforcement Board of the City of Ocoee, Florida.

B. ~~There is hereby created the office of Special Magistrate of the City of Ocoee, Florida, which will be called the "Code Enforcement Special Magistrate."~~ The City of Ocoee, Florida shall appoint a Special Magistrate as provided in this Chapter, with authority under Florida Statutes § 162.03, to hold hearings and assess fines against violators of the city codes and ordinances. In the event of a conflict of interest or in circumstances when the Special Magistrate is not available due to illness, disability, or death, the City Manager or his designee may appoint a Special Magistrate *pro tem* to undertake the duties of the Special Magistrate.

C. Both the Board and Special Magistrate ~~will~~ shall have jurisdiction to enforce any ~~of the~~ codes and ordinances in force in the City of Ocoee, Florida, where a ~~pending~~ single or repeated violation has existed or continues to exist. The jurisdiction of the Board and Special Magistrate shall be nonexclusive; provided, however, that the Board shall have primary jurisdiction regarding violations relating to detached single-family residentially zoned properties and the Special Magistrate shall have primary jurisdiction regarding violations relating to all other properties ~~zoned other than residential~~. Deviations from the primary jurisdiction set forth above shall be made by the City Manager or their designee, who shall have final jurisdictional authority. Deviations may be made at the direction of the City Manager or their designee on violations involving matters including, but not limited to, the inability of the Board to achieve a quorum, the inability of the City Commission to promptly fill a vacancy as required by Section 162.05(e), Florida Statutes, to appoint a seven member board as required by Section 162.05(1), the land development code, cases involving the interpretation of complex ordinances and statutes, urgent or serious life safety issues, a conflict of interest involving one or more members of the Board, violations that are irreparable or irreversible in nature, demolition, eviction, and/or chronic or repeat offenders.

D. ~~It is the legislative intent of this Chapter to provide an additional or supplemental means of obtaining compliance with the codes and ordinances of the City. Nothing contained in this Chapter shall prohibit the City Commission from enforcing such codes and ordinances by any other means. The City Commission may appoint one or more Special Magistrates to hear any or all Code violations in accordance with the procedure shown herein~~. Any alleged violation of City codes and ordinances may be pursued by appropriate remedy in court, or as may otherwise be provided by law.

E. The Code Enforcement Board or office of Special Magistrate may be abolished by ordinance.

§ 7-4. Definitions.

As used in this Chapter, the following terms shall have the meanings indicated:

BOARD — The Code Enforcement Board of the City.

BOARD ATTORNEY — The person appointed by the City Commission pursuant to § 7-5A of this Chapter to act as legal counsel for the Board.

CITY — The City of Ocoee, Orange County, Florida.

CITY ATTORNEY — The person or law firm appointed by the City Commission to act as attorney and counselor for the City under section C-26 of the City Charter.

CITY COMMISSION — The legislative body of the City. CLERK — The person designated by the City Manager to act as Clerk for the Board and Special Magistrate. It includes persons designated to act as Deputy Clerks, as provided in § 7-5H.

CODE — The Code of the City of Ocoee, Florida.

CODE INSPECTOR — Any authorized agent or employee of the City who has~~, as a duty or as a part of his~~ their ~~duties,~~ the duty to assure compliance with the Code or any portion thereof.

REPEAT VIOLATION — A violation of a provision of a code or ordinance by a person ~~who has been~~ previously found ~~through~~ by the Code Enforcement Board, ~~and~~ the Special Magistrate, or in any other quasi-judicial or judicial proceeding, to have violated or who has admitted violating the same provision of the City Code within five years prior to the violation, at the same or different locations ~~notwithstanding the violations which occurred at different locations~~.

SPECIAL MAGISTRATE ~~(or Code Enforcement Special Magistrate)~~ — The person authorized to hold hearings and assess fines against violators of the City codes and ordinances pursuant to this section or other provisions of the City Code.

§ 7-5. Membership of Board; terms of office; organization.

A. The City Commission ~~will~~ shall appoint a seven-member Board and a Board Attorney. The City Commission may appoint up to two alternate board members, Alternate Member 1 and Alternate Member 2, to serve on the Board in the absence of Board members. Board members will be residents of the City. Appointments ~~will~~ shall be made ~~on the basis of~~ based on experience or interest in code enforcement, in the sole discretion of the City Commission. Board membership will, when reasonably practicable, include an architect, a businessman, an engineer, a general contractor, a subcontractor and a realtor.

B. ~~The initial appointments to the Board will be as follows:~~

~~(1) Two members shall be appointed for terms of one year each.~~

~~(2) Three members shall be appointed for terms of two years each.~~

~~(3) Two members shall be appointed for terms of three years each.~~

All subsequent regular appointments to the Board shall be for terms of three years, as required by Section 162.05(3), Florida Statutes.

C. If a Board member fails to attend two of three successive Board meetings without cause and without ~~prior~~ approval of the Board Chairman at a meeting of the board, the Board will declare the member's office vacant and promptly report the vacancy to the City Commission, which ~~will~~ shall promptly fill the vacancy in accordance with Section 162.05(e), Florida Statutes. Appointment to fill a vacancy on the Board will be for the remainder of the unexpired term of the vacant office.

D. Board members ~~will~~ shall serve without compensation and at the pleasure of the City Commission. Board members may be reimbursed for travel, mileage and per diem expenses as authorized by the City Commission.

E. Board members ~~will~~ shall elect a Chair~~man~~ and Vice Chair (who ~~will~~ shall be a voting members) from the Board members. The presence of four or more members ~~will~~ shall constitute a quorum of the Board.

F. The City Attorney ~~will~~ shall not be appointed to be or act as the Board Attorney but may attend meetings in his capacity as City Attorney and present certain cases at the request of the City Manager depending upon the substance and complexities of any given case.

G. The City Manager will designate a City employee as Clerk for the Board. The City Manager may designate additional City employees as Deputy Clerks as he deems appropriate to the efficient conduct of the Board's business. Board members, the Board Attorney, the City Attorney and Code Inspectors ~~will~~ shall not be the designated Clerk or Deputy Clerk.

H. The Clerk ~~will~~ shall be the custodian of the records of the Board, subject to supervision and control of the City Clerk.

I. The Board Attorney ~~will~~ shall serve at the City Commission's pleasure.

§ 7-5 Term of Special Magistrate; Clerk for Special Magistrate.

A. ~~The City Commission is authorized and hereby provides for the designation of one or more Code Enforcement Special Magistrates for the purposes of conducting administrative hearings regarding Code violation cases brought by Code Inspectors.~~ The ~~Code Enforcement~~ Special Magistrate shall be an attorney duly licensed to practice law in the State of Florida. The Special Magistrate must demonstrate satisfactory knowledge of municipal law, the general procedures for enforcing municipal codes, and a temperament suitable for exercising the quasi-judicial powers vested in the office.

B. The City Commission shall~~, on an annual basis,~~ appoint at least one qualified person to serve as a Special Magistrate.

C. ~~The City may utilize the services of one or more Code Enforcement Special Magistrate(s) to conduct hearings concerning codes and ordinances in force within the City.~~ The Special Magistrate shall serve for a term of at least one year and may be reappointed by the City Manager for consecutive one-year terms. Although appointed for one-year terms, the ~~Code Enforcement~~ Special Magistrate~~(s)~~ shall be subject to suspension or removal by the City Commission, with or without cause, ~~from his or her~~

~~position~~ at any time during ~~his or her~~ their term. The ~~Code Enforcement~~ Special Magistrate~~(s)~~ shall ~~not be considered to be a City employees, though they may~~ receive compensation for ~~their~~ services at a rate ~~to be~~ determined by the City Commission or City Manager. The Special Magistrate shall serve as an independent contractor and not as an employee or agent of the City.

D. To avoid conflicts of interest, the City Attorney will not be appointed to ~~be~~ serve or act as ~~the Code Enforcement~~ Special Magistrate or as counsel to the Special Magistrate. The City Attorney may attend hearings conducted by the Special Magistrate and may present certain cases, or the code enforcement officer may present cases, at the option of the city manager or his designee depending upon the substance and complexities of any given case. To the extent necessary and consistent with the city's interests in ensuring compliance with City Codes, the city attorney will defend final orders of the Special Magistrate which are appealed by violators to a court of competent jurisdiction.

E. The City Manager ~~will~~ shall designate a City employee as Clerk for the Special Magistrate. The City Manager may designate additional City employees as a Deputy Clerk~~s~~ as deemed appropriate to enable the Special Magistrate to efficiently conduct ~~the Special Magistrate's~~ business. No Board member~~s~~, the City Attorney, or Code Inspector~~s will not~~ shall be the designated Clerk or Deputy Clerk.

F. The Clerk to the Special Magistrate ~~will~~ shall be the custodian of the records of the Special Magistrate, subject to supervision and control of the City Clerk.

§ 7-6. Procedure.

A. ~~It will be the duty of the~~ A Code Inspector shall have the duty to initiate proceedings to enforce the Code. ~~No member in the capacity as of the Board or~~ The Special Magistrate and the Board may not initiate Code enforcement proceedings.

B. Except as provided in Subsections C and D*, infra*, if the Code Inspector finds a violation of the Code, ~~he or she~~ the Code Inspector will first ~~give~~ serve the alleged violator a written notice of violation and a reasonable time in which to correct the violation. If the violation continues beyond the time set for correction, the Code Inspector will initiate proceedings before the Board or Special Magistrate ~~by filing a written Notice of Violation with the Clerk.~~ The Board or Special Magistrate, through their clerical staff, will schedule a hearing on the alleged violation and ~~give~~ serve the alleged violator written notice thereof. At the option of the Code Inspector or clerical staff ~~Board or Special Magistrate~~, notice may additionally be served by publication as provided in § 7-10 of this Chapter or by posting at the property where the alleged violation is occurring and at city hall, in accordance with section 162.12, Florida Statues. The notice will inform the alleged violator of the following:

(1) The nature of the alleged violation.

(2) The time and place of the hearing.

(3) The alleged violator may appear in person before the Board or Special Magistrate and present evidence relevant to the matter under consideration ~~by the Board or Special Magistrate~~, may ~~subpoena~~ present witnesses to testify at the hearing, ~~and~~

may be represented by legal counsel of his or her own choosing at his or her own expense, and may, upon request cross examine any witness of the City and present a closing argument.

(4) If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction by the Code Inspector, the case may be presented to the Board or Special Magistrate even though the violation has been corrected before the hearing.

C. If a repeat violation is found, the Code Inspector shall notify the violator but is not required to give the violator a reasonable time to correct the violation. The Code Inspector, upon notifying the violator of a repeat violation, shall notify the Board or Special Magistrate and request a hearing. The Board or Special Magistrate, through their clerical staff, shall schedule a hearing and shall provide a notice of hearing to the alleged violator pursuant to § 7-10 of this Chapter and section 612.12, Florida Statutes. The case may be presented to the Board or Special Magistrate even if the repeat violation has been corrected prior to the Board or Special Magistrate's hearing, and the notice shall so state.

D. If the Code Inspector has reason to believe a violation or the condition causing the violation presents a serious threat to public health, safety, and welfare, or if the violation is irreparable or irreversible in nature, the Code Inspector will make a reasonable effort to notify the violator and may immediately notify the Board or Special Magistrate and request a hearing.

E. Transfer of ownership.

(1) If the owner of property which is subject to an enforcement proceeding ~~before the Board or Special Magistrate~~ transfers ownership of, or any interest in such property between the time the initial notice of violation was served ~~provided~~ and the time of the hearing before the Board or Special Magistrate, such owner shall:

(a) Disclose, in writing, the existence and the nature of the proceedings to the prospective transferee.

(b) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor.

(c) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding.

(d) File a notice with the Code Inspector of the transfer of the property, with the identity and address of the new owner or possessor of a new interest in the property, and copies of the disclosures made to the new owner, within five days after the date of the transfer.

(2) A failure to make the disclosures described in Subsections E(1)(a), (b), and (c) above before the transfer creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the proceedings shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is held.

§ 7-7. Conduct of hearings.

A. The Board and Special Magistrate ~~will~~ shall conduct hearings at each code enforcement hearing ~~Board meeting~~ unless ~~there are~~ no matters ~~then~~ are pending ~~before the Board~~ for hearing. A hearing also may be called ~~either by the Chairman of the Board, by written notice signed by at least three members of the Board, or~~ by the Special Magistrate, as applicable. Minutes shall be kept of all hearings ~~by the Board and Special Magisttrate, and all hearings~~ and proceedings, which shall be open to the public.

B. Cases before the Board or Special Magistrate ~~will~~ shall be presented by the Code Inspector, the City Attorney, or another member of the City's administrative staff as determined by the City Manager. The Board or Special Magistrate ~~will take~~ shall hear testimony from the Code Inspector or City Attorney in each case presented ~~to the Board or Special Magistrate~~ for hearing. If the City prevails in prosecuting a case ~~before the Board or Special Magistrate~~, the City shall be entitled to recover all costs incurred in prosecuting the case before the Board or Special Magistrate, including, but not limited to, any fees paid to the Special Magistrate and City Attorney.

C. Testimony before the Board or Special Magistrate ~~will~~ shall be under oath and ~~shall be~~ recorded. The Clerk is authorized and empowered to administer oaths to persons testifying before the Board or Special Magistrate, or the Special Magistrate may administer oaths. ~~The Board Chairman or presiding Board member, Special Magistrate, and Board Attorney are also is authorized and empowered to administer oaths to persons testifying before the Board or Special Magistrate.~~

D. The alleged violator ~~will~~ shall have the right to appear in person before the Board or Special Magistrate to testify personally and present other evidence relevant to the matter under consideration ~~by the Board or Special Magistrate~~, to subpoena witnesses to testify at the hearing, and to be represented ~~before the Board or Special Magistrate~~ by legal counsel of his own choosing at his own expense.

E. Formal rules of evidence ~~will~~ shall not apply, but fundamental due process will be observed and govern the proceedings. The Board and Special Magistrate may consider any evidence that a reasonable person may rely on.

F. At the conclusion of each hearing, the Board or Special Magistrate shall issue findings of fact based on the evidence presented during the hearing, conclusions of law, and an order affording proper relief consistent with the powers granted the Board or Special Magistrate by the provisions of this Chapter and chapter 162, Florida Statutes.

G. Findings by the Board will be by motion approved by a majority of those members present and voting, but at least four members present must vote on the motion for the action to be official.

H. The order may include a notice that it must be complied with by a specified date; that a fine may be imposed and, under the conditions specified in § 7-9~~C~~ of this Chapter, the cost of repairs may be included along with the fine if compliance does not occur by that date; that the violation is presumed to continue until the violator gives the City written notice of compliance; that the violator must give the City written notice of compliance before the City will conduct a compliance inspection; and that if the compliance

inspection discloses noncompliance, the fine will continue to accrue until compliance occurs.

I. The order shall be reduced to writing and signed by the Board chair or vice chair if the chair is unavailable, or the Special Magistrate. A certified copy of such an order may be recorded in the public records of the County and shall constitute notice to any subsequent purchasers, successors in interest or assigns, if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest or assigns. If an order is recorded in the public records pursuant to this Subsection and the order is complied with by the date specified in the order, the Board or Special Magistrate shall issue an order acknowledging compliance that shall be recorded in the public records. A hearing is not required to issue such an order acknowledging compliance.

§ 7-8. Powers of Board and Special Magistrate.

The Board and~~/or~~ Special Magistrate will have the power to:

A. ~~Board adopt rules for its administration and Board and Special Magistrate to~~ Adopt~~s~~ rules for conducting ~~its~~ hearings, provided ~~that~~ they are ~~not in~~consistent with the provisions of this ~~C~~chapter ~~or~~and ~~C~~ch. 162, Florida Statutes.

B. Subpoena alleged violators, witnesses, and evidence to its hearings. The Board or Special Magistrate's rules may ~~by its rules,~~ provide for the issuance of subpoenas in the name of the Board or Special Magistrate under this provision by its Clerk and, at the request of the Code Inspector, the City Attorney, other members of the City's administrative staff responsible to present cases before the Board or Special Magistrate or the alleged violator.

C. Cause subpoenas issued by the Board or Special Magistrate to be served by the City Police Department or the Orange County Sheriff.

D. Take testimony under oath.

E. Issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance.

F. Assess and order the payment of civil penalties provided herein and in Ch. 162, Florida Statutes.

G. Consider, address, and enforce orders previously entered.

H. The Special Magistrate may make recommendations to the City Commission regarding applications for satisfaction, release, or reduction of code enforcement liens.

I. The Special Magistrate may ~~A~~authorize the City Attorney to foreclose on a lien securing non-homestead property created by ~~arising from~~ the recording in the official county records of certified copies of the Board or Special Magistrate's orders imposing penalties after three months from the filing of the lien have elapsed and the lien remains unpaid, subject to final approval by the City Commission.

J. Hear such other cases and appeals as the City Commission may authorize by ordinance.

K. Exercise any other powers set forth in this chapter or in chapter 162, Florida Statutes.

§ 7-9. Administrative fines; repairs costs; liens; reductions, satisfactions, and settlements.

A. If the Code Inspector notifies the Board or Special Magistrate of a failure to comply with a compliance order of the Board or Special Magistrate by the date set in the order, the Board or Special Magistrate may issue an order requiring the violator to pay a fine not to exceed $1,000 ~~250~~ for each day the violation continues past the date set by the Board or Special Magistrate for compliance, and in addition, the fine may include all costs of repairs pursuant to Subsection C of this Section.

B. If the ~~Code Inspector notifies the~~ Board or Special Magistrate ~~and the so~~ finds that a repeat violation has been committed, the Board or Special Magistrate may issue an order requiring the violator to pay a fine not to exceed $~~500~~ 5,000 for each day the repeat violation continues, beginning with the date the repeat violation is found to have occurred by the Code Inspector, and in addition, the fine may include all costs of repairs pursuant to Subsection C of this Section.

C. If the Board or Special Magistrate finds that a violation is irreparable or irreversible in nature, the Board or Special Magistrate may impose a fine not to exceed $15,000.

D. In addition, ~~if the violation is a violation described in § 7-6D of this Chapter,~~ the Board or Special Magistrate ~~shall notify the City Commission~~ may impose additional fines to cover all costs incurred by the city ~~which may make all reasonable repairs which are required~~ to bring the property into compliance ~~and charge the violator with the reasonable cost of the repairs, along with the fine imposed pursuant to this Section~~. Making ~~such~~ any repairs does not create a continuing obligation on the part of the City to make further repairs or to maintain the property and does not create any liability against the City for any damages to the property if such repairs were ~~completed~~ attempted or made in good faith.

D. No fine shall be issued without an evidentiary hearing establishing that a violator has failed to comply with an order issued by the Board or Special Magistrate to cease violating the city code. Fines may accrue until such time as the violator notifies the Code Inspector and establishes compliance, with the Code Inspector shall confirm. The Code Inspector shall thereafter notify the Special Magistrate who shall issue an order acknowledging compliance, which shall be recorded in the public records. A hearing shall not be required to issue such an order acknowledging compliance, pursuant to sec. 162.07(4), Florida Statutes. ~~If a finding of a violation or repeat violation has been made as provided in this Chapter, a hearing shall not be necessary for issuance of the order imposing the fine.~~

E. In determining the amount of ~~the~~ any fine, the Board or Special Magistrate ~~will~~ shall consider the following factors:

(1) The gravity of the violation.

(2) Any actions taken by the violator to correct the violation.

(3) Any previous violations committed by the violator.

When determining the amount of a fine, the Special Magistrate and the Board are not limited to consideration of prior violations within five years of the current violation and may consider violations by the violator on other properties.

F. City policy is to accomplish compliance with the City Code as economically as possible for all parties. Therefore, after a property owner has been properly noticed of a violation but prior to a hearing before the Board or Special Magistrate, the City Manager or their designee is authorized to enter into negotiations ~~and~~ to reach a settlement agreement with the violator. Failure of the violator to comply with the settlement agreement or a recurrence of the violation shall result in prosecution of the original violation as well as ~~the~~ any repeat violation~~, if applicable~~. The City Manager or designee shall establish the perimeters to be followed for settlement negotiations. Pre-hearing settlement negotiations shall not be grounds for continuing or otherwise delaying a hearing on the violation unless agreed to in writing by both parties.

§ 7.9.1 Liens on Property of the Violator and Foreclosure.

A. ~~Following~~ After the hearing before the Board or Special Magistrate, a certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the official County records and will thereafter constitute a lien against the land on which the violation exists and on any other real or personal property owned by the violator. Upon petition to the Circuit Court, such order shall be enforceable in the same manner as a court judgment by the Sheriffs of Florida, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes.

B. A fine imposed pursuant to this Chapter shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit filed pursuant to this Section, whichever occurs first. A lien arising from a fine imposed pursuant to this Section runs in favor of the City ~~Commission~~, and the City Commission may execute a satisfaction, reduction, or release of a lien entered pursuant to this Section, unless otherwise provided herein.

C. ~~After t~~Three months ~~from~~ after the filing of any such lien on non-homestead property ~~which~~ that remains unpaid, the City may review the case and determine whether to recommend foreclosure to the Special Magistrate. Upon a duly noticed hearing, the ~~Board or~~ Special Magistrate may authorize the City Attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. No lien created pursuant to the provisions of this part may be foreclosed on real property which is a homestead under § 4, Article X of the Florida Constitution. The money judgment provisions of this Section shall not apply to real property or personal property which is covered under § 4(a), Article X of the ~~State~~ Florida Constitution.

D. After an order assessing a fine against a violator has been issued and compliance has been achieved, nothing herein shall prohibit the City Commission, or City Manager or designee from reducing, eliminating, satisfying, or otherwise settling the assessed fine or lien or the Board or Special Magistrate from recommending that the City Commission or City Manager or designee reduce, eliminate, satisfy, or otherwise settle the assessed

fine or lien, notwithstanding any other provision in this Chapter. The City Manager or designee shall establish the procedures to be followed for reducing, eliminating, satisfying, or otherwise settling the assessed fine or lien and for recording satisfaction thereof in the official County records when compliance has been achieved.

E. The lien will be automatically extinguished 20 years after the date the certified copy of the order imposing a fine is recorded, unless within that time the City commences an action ~~is commenced~~ pursuant to this chapter in a court of competent jurisdiction. In an action to foreclose on a lien or for a money judgment, the prevailing party is entitled to recover all costs, including a reasonable attorney's fee, that it incurs in the action. The City Commission shall be entitled to collect all costs incurred in recording and satisfying a valid lien. Commencement of an action pursuant to § 7-9G of this Chapter will not cause a continuation of the lien as against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.

F. The Clerk is authorized and empowered to issue certified copies of the Board or Special Magistrate's records.

~~G. Actions for money judgments under this Chapter may be pursued only on fines levied after October 1, 2000.~~

G. *Application for the satisfaction, release, or reduction of code enforcement liens.*

(1) Lien satisfaction. Upon full payment by the applicant of the fine or penalty imposed in accordance with this division, the city manager is hereby authorized to execute and record in the public records of Orange County, Florida, a satisfaction of lien on behalf of the City. The applicant shall be responsible for paying all costs of recording.

(2) Requests for lien release or reduction. Upon request for a release or reduction of a fine or lien imposed in accordance with this division, the applicant shall submit a written application to the city manager or designee, in accordance with this section.

(a) Application. The application for release or reduction of lien shall be in written form, typed or handwritten, by the applicant and shall be submitted to the city manager, or their designee. The application shall be executed under oath and sworn to in the presence of a notary public, and shall include, but may not be limited to, the following:

i. A copy of the order imposing a lien upon the property including the code enforcement case number;

ii. The date upon which the applicant brought the subject property into compliance with the City Code;

iii. The basis upon which the applicant believes the application for release or reduction of lien should be granted;

iv. The terms upon which the release or reduction of lien should be granted;

v. The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded;

vi. The amount of reduction in fines or lien sought by the applicant;

vii. A statement verifying whether the applicant was issued any title policy or policies for the subject property encumbered by the lien after the date the lien was recorded in the public records of Orange County, Florida. If such a policy or policies were issued to the applicant, a copy of any such title policy shall be submitted with the application;

viii. Any other information which the applicant deems pertinent to the request, including but not limited to the circumstances that exist which would warrant the reduction or satisfaction of the penalty or fine.

(b) *Application Fees*. The applicant shall submit, at the time of application, an application fee as may be established by the city to defray some or all costs incurred by the City in processing the application including, but not limited to, personnel, legal, and costs associated with recording the order imposing a penalty or fine and the requested release or reduction of lien. The application fee is nonrefundable, without regard to the final disposition of the application.

(c) *Application review.* Upon receipt of the application and payment of the application fee provided above, the code enforcement division shall confirm that the violation, which resulted in the order imposing penalty or fine, has been corrected. If the violation has been corrected and there are no current code violation(s) upon the property in question, the code enforcement division shall place the application and a staff recommendation upon the agenda of the next meeting of the Special Magistrate for a hearing and recommendation to the city commission. The Applicant shall receive a Notice of Hearing.

(d) The Special Magistrate shall review and consider the application for reduction or release of lien, provide the violator with an opportunity to address the Special Magistrate regarding the application for reduction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.

(e) The Special Magistrate shall render a written recommendation to the city commission based on findings of fact and law to either approve, approve with conditions, or deny the application for reduction or release of lien. The city commission shall consider and give considerable weight to the written

recommendation of the Special Magistrate and render a final decision on the application.

(f) The Special Magistrate, in making a recommendation, and the city commission, in making a final decision, shall consider and apply the following factors in determining the amount of any reduction or release of lien:

(i) The amount of any administrative and out-of-pocket costs incurred by the city which are directly associated with the underlying code enforcement case and lien including, but not limited to, code enforcement staff and attorney time, postage, advertising and recording costs, and other city expenses related to any measure taken by the city to abate a nuisance caused by the violation;

(ii) The gravity and number of the violation(s);

(iii) The amount of the requested reduction;

(iv) The time in which it took to bring the property into compliance;

(v) Whether the applicant was responsible for the violation which caused the lien;

(vi) Whether the applicant is or will be a bona fide purchaser of the subject property and is filing or has filed for a homestead exemption evidencing a desire to reside within the city on a non-transient basis, or whether the property is or will be acquired for investment or other purposes;

(vii) Whether the applicant acquired the subject property with knowledge of the subject lien or should have knowledge of the lien through reasonable due diligence;

(viii) The accrued amount of the code enforcement fine or lien as compared to the current market value of the property;

(ix) With respect to a speculator, non-homestead purchaser of the subject property, the accrued amount of the code enforcement fine or lien as compared to the investment/profit that will be gained as a result of the purchase or sale of the property and the reduction or satisfaction;

(x) Any previous or subsequent violations pertaining to the property unless an order finding a violation is under appeal at the time of determination;

(xi) Any previous or subsequent violations of the applicant pertaining to the other properties owned within city, unless an order finding a violation is under appeal at the time of determination;

(xii) Any relevant information contained in any title policy required to be submitted to the city under this section;

(xiii) Any financial hardship;

(xiv) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine; and

(xv) Any other administrative review criteria relevant to whether it is equitable to reduce or release a lien which are adopted by the city manager, in writing, and are intended to be applied to all applications on a uniform basis.

(b) Any fine or lien reduction approved by the city commission shall, to the maximum extent feasible, provide for the city to collect, at a minimum, all administrative and out-of-pocket costs incurred by the city with respect to the violation(s) at issue. If the city commission approves the application to reduce or release the lien and the approval is conditioned upon the applicant paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded in the public records of Orange County, Florida by the city manager until the condition(s) imposed by the city commission have been satisfied.

(c) The applicant shall have 30 days, or such time period determined by the city commission in a written agreement, in which to comply with any decision of or condition imposed by the city commission or the application shall be deemed automatically denied and thereafter, the applicant shall be barred from applying for a subsequent reduction or release of lien for a period of one year from the date of the city commission's decision. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this division.

(d) When a lien is satisfied as a result of reduced payment or release as ordered by the city commission, the city manager or their designee is hereby authorized to execute and record in the public records of Orange County, Florida, a satisfaction of lien on behalf of the city.

§ 7-10. Notices.

A. All notices required by this Chapter will be provided to the alleged violator by:

(1) Certified mail, return receipt requested, provided that if such notice is sent under this Subsection to the owner of the property in question at the address listed in the Tax Collector's office for tax notices, and at any other address provided to the City by such owner and is returned as unclaimed or refused, notice may be provided by posting as described in Subsection B below and by first-class mail directed to the addresses furnished to the City with a properly executed proof of mailing or affidavit confirming the first-class mailing;

(2) Hand delivery by the Sheriff or other law enforcement officer or Code Inspector or process server designated pursuant to Ch. 48, Florida Statutes;

(3) Leaving the notice at the violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice; or

(4) In the case of commercial premises, leaving the notice with the manager or other person in charge.

B. In addition to providing notice as set forth in Subsection A, at the option of the ~~Board of Special Magistrate~~ Code Inspector, notice may also be served by publication or posting, as follows:

(1) Such notice shall be published once during each week for four consecutive weeks, four publications being sufficient, in a newspaper of general circulation in Orange County. The newspaper must meet such requirements as are prescribed under Ch. 50, Florida Statutes, for legal and official advertisements. Proof of publication shall be made as provided in §§ 50.041 and 50.051, Florida Statutes.

(2) In lieu of publication as described in Subsection B(1), such notice may be posted at least ten days prior to the hearing, or prior to the expiration of any deadline contained in the notice, in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be at ~~the primary City government office~~ City Hall where notices are customarily posted. Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.

(3) Notice by publication may run concurrently with or may follow an attempt or attempts to provide notice by hand delivery or by mail as required under Subsection A. Evidence that an attempt has been made to hand deliver or mail notice as provided in Subsection A, together with proof of publication or posting as provided in Subsection B, will be sufficient to show that the notice requirements of this Chapter have been met without regard to whether or not the alleged violator actually received such notice.

§ 7-11. Enforcement by other provisions.

Nothing in this Chapter will be deemed to prohibit the City from enforcing its codes by any other means; the provisions of this Chapter are merely an additional or supplemental means of obtaining compliance with the City's codes.

§ 7-12. Appeals.

Except as provided in Section 7-9 or otherwise in the city code, ~~F~~final administrative orders of the Board or Special Magistrate may be appealed to the Circuit Court for Orange County, Florida, by any aggrieved party to the proceeding in which the order is issued, including the City, provided that the appeal is filed within 30 days of execution of the order to be appealed.

§ 7-13. Code Enforcement Recovery Fund.

The City shall establish on its financial records an internal account consisting of monies recovered because of code enforcement fines and liens. The City may allocate such funds to pay for the Special Magistrate's fees, for repair and maintenance costs to abate nuisances and bring properties into compliance with City Code, to purchase nuisance properties, and for such other purposes as the city commission may established by resolution.

SECTION 3. Codification. Section 2 of this Ordinance shall be codified into the Ocoee City Code. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. Conflicts. In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance prevails and controls to the extent of the conflict, as allowable under the law.

SECTION 6. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Ocoee, Florida.

FIRST READING on the ___ day of _____, 202__.

PASSED AND ADOPTED this ___ day of _____, 202__.

APPROVED:

ATTEST: **CITY OF OCOEE, FLORIDA**

_____ _____

Melanie Sibbitt, City Clerk Rusty Johnson, Mayor

(SEAL)

APPROVED BY THE OCOEE CITY COMMISSION ON _____, 202__ UNDER AGENDA ITEM NO._____

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA; APPROVED AS TO FORM AND LEGALITY

this ___ day of _____, 2023.

FISHBACK DOMINICK

By: _____
Richard S. Geller, City Attorney

CITY OF OCOEE
PUBLIC HEARING

A **Public Hearing** before the **Ocoee City Commission** will be held **Tuesday, August 4, 2026, at 6:15 p.m.** or as soon thereafter as may be heard, in the Commission Chambers of City Hall at 1 North Bluford Avenue, Ocoee, Florida, to consider the following ordinances:

AN ORDINANCE OF THE CITY OF OCOEE, ORANGE COUNTY, FLORIDA, RELATING TO THE CITY BUDGET; AMENDING THE CITY BUDGET ADOPTED BY ORDINANCE 2025-20 AND AMENDED BY ORDINANCE 2026-07 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.

AN ORDINANCE OF THE CITY OF OCOEE AMENDING CHAPTER 7 OF THE CITY CODE, REORGANIZING PROVISIONS THE CHAPTER, SIMPLIFYING LANGUAGE, AND DELETING ANACHRONSTIC PROVISIONS IN THE CHAPTER FOR CLARITY, DELETING LANGUAGE PURPORTING TO LIMIT THE ROLE OF THE SPECIAL MAGISTRATE TO CODE ENFORCMENT UNDER CHAPTER 162, FLORIDA STATUTES, DEFINING TERMS; SETTING FORTH THE TERMS OF THE SPECIAL MAGISTRATE AND APPOINTMENT OF A SPECIAL MAGISTRATE PRO TEM; ESTABLISHING CODE ENFORCEMENT PROCEDURES; ESTABLISHING HEARING PROCEDURES AND STANDARDS; SETTING FORTH THE POWERS OF THE SPECIAL MAGISTRATE AND CODE ENFORCEMENT BOARD; INCREASING ADMINISTRATIVE FINES TO THOSE ALLOWED FOR MUNICIPALITIES WITH 50,000 OR MORE RESIDENTS, ESTABLISHING FINES FOR THE COSTS OF REPAIRS MADE AND CORRECTIVE ACTION TAKEN BY THE CITY; ESTABLISHING LIENS FOR UNPAID CODE ENFORCEMENT FINES UPON RECORDING OF ORDERS ASSESSING FINES; ESTABLISHING PROCEDURES FOR AUTHORIZING FORECLOSURE OF NON-HOMESTEAD PROPERTIES WITH UNPAID CODE ENFORCEMENT FINES; ESTABLISHING PROCEDURES FOR APPLYING FOR AND CONSIDERING LIEN REDUCTIONS AND RELEASES, SATISFACTIONS, AND SETTLEMENTS; PROVIDING FOR NOTICE TO AFFECTED PARTIES; ALLOWING FOR ENFORCEMENT BY OTHER PROVISIONS; PROVIDING FOR APPEALS; ESTABLISHING A CODE ENFORCEMENT RECOVERY FUND; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

All interested parties are invited to attend and be heard with respect to the above. The Ocoee City Commission may continue the public hearing to other dates and times, as it deems necessary. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at such hearing, they will need a record of the proceedings, and for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be 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 at 407-905-3105 at least two days prior to the date of hearing.

July 23, 2026 26-02452W

City of Ocoee

Business Impact Estimate

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF OCOEE AMENDING CHAPTER 7 OF THE CITY CODE, REORGANIZING PROVISIONS THE CHAPTER, SIMPLIFYING LANGUAGE, AND DELETING ANACHRONSTIC PROVISIONS IN THE CHAPTER FOR CLARITY, DELETING LANGUAGE PURPORTING TO LIMIT THE ROLE OF THE SPECIAL MAGISTRATE TO CODE ENFORCMENT UNDER CHAPTER 162, FLORIDA STATUTES, DEFINING TERMS; SETTING FORTH THE TERMS OF THE SPECIAL MAGISTRATE AND APPOINTMENT OF A SPECIAL MAGISTRATE PRO TEM; ESTABLISHING CODE ENFORCEMENT PROCEDURES; ESTABLISHING HEARING PROCEDURES AND STANDARDS; SETTING FORTH THE POWERS OF THE SPECIAL MAGISTRATE AND CODE ENFORCEMENT BOARD; INCREASING ADMINISTRATIVE FINES TO THOSE ALLOWED FOR MUNICIPALITIES WITH 50,000 OR MORE RESIDENTS, ESTABLISHING FINES FOR THE COSTS OF REPAIRS MADE AND CORRECTIVE ACTION TAKEN BY THE CITY; ESTABLISHING LIENS FOR UNPAID CODE ENFORCEMENT FINES UPON RECORDING OF ORDERS ASSESSING FINES; ESTABLISHING PROCEDURES FOR AUTHORIZING FORECLOSURE OF NON-HOMESTEAD PROPERTIES WITH UNPAID CODE ENFORCEMENT FINES; ESTABLISHING PROCEDURES FOR APPLYING FOR AND CONSIDERING LIEN REDUCTIONS AND RELEASES, SATISFACTIONS, AND SETTLEMENTS; PROVIDING FOR NOTICE TO AFFECTED PARTIES; ALLOWING FOR ENFORCEMENT BY OTHER PROVISIONS; PROVIDING FOR APPEALS; ESTABLISHING A CODE ENFORCEMENT RECOVERY FUND; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- [x] The proposed ordinance is required for compliance with Federal or State law or regulation;
- [ ] The proposed ordinance relates to the issuance or refinancing of debt;
- [ ] The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- [ ] The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- [ ] The proposed ordinance is an emergency ordinance;
- [ ] The ordinance relates to procurement; or
- [ ] The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

[1] See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Code enforcement is a vital municipal function that directly protects public health, safety, morale, and welfare by eliminating environmental hazards, ensuring structural integrity, preventing community blight, and stabilizing property values to create a thriving, secure environment for all residents.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Ocoee, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

Estimates will depend upon the amount of the lien assessed on said properties

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

Refer to language in proposed ordinance

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

Estimates will depend upon the amount of the lien assessed on said properties

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):

The ordinance affirms that code enforcement is authorized to patrol the city to identify code violations in addition to investigating allegations of code violations. The ordinance also establishes guidelines for implementing foreclosure and cost recovery in the code enforcement program.