



OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

November 19, 2024

AGENDA

6:15 PM

REGULAR CITY COMMISSION MEETING

- **CALL TO ORDER**

Invocation

Pledge of Allegiance

Roll Call and Determination of Quorum

- **PRESENTATIONS AND PROCLAMATIONS**

Veterans Outreach Presentation by Veterans Programs Specialist Harold Borrero-Almodovar
Centennial Mural Concept Selection. **(Redevelopment Program Manager Vaca and Creative Content/Digital Media Specialist Dixon)**

- **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 November 5, 2024. **(City Clerk Sibbitt)**
2. Approval of the Interlocal Agreement with Orange County regarding Signalization and Transfer of Impact Fees for the West Road and Fountains West Boulevard Intersection. **(City Engineer Womack)**
3. Approval of Change Order No. 3 for Additional Funds from Transportation Impact Fees to Provide the Required Funding for Lennar Homes to Facilitate the Widening of Clarke Road. **(City Engineer Womack)**
4. Approval of Wynwood Phase 3 & 4 Plat; Project No. LS-2024-004. **(Development Engineer Keaton)**
5. Approval of FY 2024-2025 Budget Ambulance Purchase. **(Deputy Fire Chief Van Camp)**
6. Approval of a Business Associate Agreement between CommuniCare Technology and the Ocoee Fire Department. **(Deputy Fire Chief Van Camp)**
7. Approval of New Microsoft Enterprise Agreement. **(Acting IT Director Haas)**

8. Acceptance of Federal Fiscal Year 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (JAG Countywide-State Solicitation). **(Assistant Police Chief McKinstry)**
9. Approval to Award Invitation to Bid (ITB) #25-001 Transmission Main Interconnect to Orange County Utilities RCW System ARPA Project. **(Procurement Manager Tolbert)**
10. Approval of One (1) Year Extension of the existing Continuing Contracts for RFP #19-011 Emergency-Disaster Debris Monitoring Services. **(Procurement Manager Tolbert)**
11. Approval of Award for ITB #25-002 Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station - ARPA Federal Grant Funded Project. **(Procurement Manager Tolbert)**
12. Approval of FY 2024-2025 Budget Vehicle Purchases. **(Assistant Public Works Director Gajadhar)**
13. Approval of the Utility Agreement with Concept Real Property Holdings, LLP, for the O2BKids Daycare Facility's Sewer Service. **(Acting Utilities Director Bolling)**

• **FIRST READING OF ORDINANCE**

14. First Reading of Ordinance for City Wide Golf Cart. **(Police Chief Ogburn)**

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

• **PUBLIC HEARING**

• **REGULAR AGENDA**

15. Discussion regarding the Veterans Day Program. **(Commissioner Kennedy)**

• **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.

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

November 5, 2024

MINUTES

6:15 PM

REGULAR CITY COMMISSION MEETING

• **CALL TO ORDER 6:15 PM**

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

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

Also Present: Assistant City Manager Rumer, City Attorney Geller, City Clerk Sibbitt

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

Week of the Family Proclamation read and proclaimed by **Mayor Johnson**, and accepted by **Victoria Laney**.

Recognition of Gordon Applegate for his Years of Service on the City of Ocoee Parks and Recreation Advisory Board by **Commissioner Wilsen**. Mr. Applegate's daughter, Michelle Cummings, and his wife, Sherrall Applegate, accepted the plaque on his behalf and expressed their gratitude to the City Commission for recognizing his 34 years of dedicated service as a board volunteer.

Day of Remembrance Proclamation proclaimed by **Mayor Johnson**.

• **STAFF REPORTS AND AGENDA REVIEW 6:26 PM**

City Clerk Sibbitt explained a memorandum placed on the dais from Police Chief Ogburn to inform the City Commission of a scrivener's error in a consent agenda item approved on October 15, 2024. She clarified that no action is required, as the memo serves only to clarify language, and the agreement approved by the City Commission remains correct.

• **PUBLIC COMMENTS 6:27 PM**

The following persons addressed the City Commission:

- **Larry Johnson**, *Ocoee Resident*, voiced his concerns with the odor coming from the lift station near his home. **Acting Utilities Director Bolling** responded, acknowledging the odor issue and assuring that efforts are underway to resolve it.
- **Jim Moyer**, *Ocoee Resident*, announced Election Day and highlighted several upcoming Veteran's Day Celebrations around the county. He also noted that this month is both National Family Caregivers Month and National Native American Heritage Month.

• **CONSENT AGENDA 6:33 PM**

Consent Agenda Motion

Motion: Move to adopt the Consent Agenda Items #1-13; Moved by Commissioner Wilsen, seconded by Commissioner Kennedy; Motion carried 5-0.

1. Approval of Minutes from the Regular City Commission Meeting held October 15, 2024. **(City Clerk Sibbitt)**
2. Approval of ALS 360 Contract with Stryker. **(Deputy Fire Chief Van Camp)**
3. Approval of Cepra Landscape Contract Amendment No. 1. **(Parks and Leisure Services Director Johnson)**
4. Approval of Contract for the City Hall and Maguire House Holiday Decorations. **(Parks and Leisure Services Director Johnson)**
5. Approval for Victims of Crime Act (VOCA) Grant for 2024-2025. **(Police Chief Ogburn)**
6. Approval to Piggyback on the Orange County Master Purchase Agreement to Purchase Police Radios. **(Police Chief Ogburn)**
7. Approval of Five-Year Contract Renewal with Axon Enterprises Inc. **(Police Chief Ogburn)**
8. Approval of FY 2024-2025 Traffic Signal Capital Improvement Projects with Control Specialists. **(Assistant Public Works Director Gajadhar)**
9. Approval of FY 2024-2025 Traffic Signal Repair and Replacement Projects with Control Specialists. **(Assistant Public Works Director Gajadhar)**
10. Approval of Holiday Pole-Mounted Decoration Lease Agreement from Holiday Outdoor Decor. **(Assistant Public Works Director Gajadhar)**
11. Notification of an Emergency Purchase Oxidation Ditch Rotor #4 Components in accordance with Section 21.6 of the City of Ocoee Code of Ordinances. **(Acting Utilities Director Bolling)**
12. Approval to Purchase Wachs Actuator Trailer. **(Acting Utilities Director Bolling)**
13. Approval of Road Closure for the Crossing Guard's Christmas Party - Sleepy Harbour Drive. **(Zoning Manager Whitfield)**

• **APPEAL HEARING - Quasi-Judicial**

14. Appeal to Vesting Determination for Ocoee Gateway - Live Local Project. **AT THE REQUEST OF THE APPELLANT, THIS ITEM IS BEING CONTINUED TO JANUARY 7, 2025.** **(City Attorney Geller)**

City Attorney Geller summarized the intent of the appeal and advised this item is being continued at the request of the appellant to the January 7, 2025, Regular City Commission Meeting. **Mayor Johnson** inquired if there were any citizens in attendance to address this item not were not aware of the continuance.

George Gibson, *Ocoee Resident*, was provided the opportunity to speak, and expressed concerns about the need for housing.

- **FIRST READING OF ORDINANCE** - None
- **SECOND READING OF ORDINANCE – PUBLIC HEARING** - None
- **PUBLIC HEARING 6:35 PM**

15. First Reading Transmittal and Public Hearing of an Ordinance for Ocoee Regional Sports Complex Large-Scale Comprehensive Plan Future Land Use Map (FLUM) Amendment from Low Density Residential (LDR) and Conservation (CON) to Commercial (COMM) and corresponding text amendment to the Future Land Use Element; Project No. CPA-2024-006. (**Zoning Manager Whitfield**)

Zoning Manager Whitfield presented an overview of the Ocoee Regional Sports Complex Large-Scale Comprehensive Plan Future Land Use Map Amendment to convert approximately 117.7 acres of Low Density Residential and 32.3 acres of Conservation to approximately 150 acres of Commercial future land use designation. She further briefed the City Commission on the proposed text amendment to certain provisions and policies within the Future Land Use Element for the Ocoee Regional Sports Complex. A Conceptual Plan was shown that highlighted the project facilities. **Zoning Manager Whitfield** explained staff's analysis to be sure there is consistency with Chapter 163 F.S. and JPA, internal consistency with adopted elements, access and circulation, transportation (based on the maximum 17,960 net new external daily trips), utilities (water, sewer, wastewater), stormwater, environmental resources (wetlands, surface waters, flora, fauna, habitat), and public safety (fire and police).

City Attorney Geller read the title of the ordinance. This item will be transmitted to the Florida Department of Commerce and other applicable regional and state agencies for their review and comments. It will be presented as a second reading and public hearing during a City Commission meeting at a future date to be determined.

The public hearing was opened.

Jaime Douglas, Montierre Development, introduced himself and expressed his appreciation to the City for its ongoing collaboration with the company over the years to bring this project forward.

Marcos Bastian, AECOM, introduced his team and thanked the City Commission for their time. He remarked on the high level of support and collaboration he has received from staff since the start of the project and expressed his gratitude for all organizational levels within the City. He further presented a PowerPoint which highlighted the vision and approach of the Ocoee Regional Sports Complex. He noted the development would include multi-purpose sports fields, hotels, retail, restaurants, entertainment, and indoor sports. This project is expected to create nearly 9,800 short-term construction jobs and approximately 5,000 permanent positions, generating an estimated \$500 million in annual positive economic impact for the local community.

Dan Picard, MDSX, outlined the sports complex project's goal of uniting youth sports, education, and family activities.

Zak Nawrocki, AECOM, presented renderings and gave an overview of the design concept.

The public hearing was closed.

Commissioner Kennedy expressed appreciation to the Montierre Development team for promptly sharing information with the public and encouraged them to maintain those efforts.

Commissioner Oliver noted that the community is eagerly anticipating this project, and the feedback he has received has been very positive. He thanked the Montierre team and City staff for their efforts in bringing the project to this stage.

Commissioner Firstner inquired if this will be the largest sports complex in the Country. **Mr. Douglas** addressed his question. **Commissioner Firstner** echoed his support on the project and commended the Montierre team on creating another destination location in Central Florida.

Commissioner Wilsen inquired whether the resort would be open for local residents in the community to visit and enjoy. **Mr. Douglas** addressed her question.

Mayor Johnson praised the Montierre Team for their collaboration with City staff, noting that youth sports are in high demand within the City. He highlighted that this project will provide not only sports facilities but also restaurants and job opportunities for local residents. He mentioned that infrastructure issues near the sports complex are being addressed and should be resolved as the project moves forward.

Motion: Move to approve First Reading Transmittal of the Ordinance for the Ocoee Regional Sports Complex Large-Scale Comprehensive Plan Future Land Use Map (FLUM) Amendment from Low Density Residential (LDR) and Conservation (CON) to Commercial (COMM) and corresponding text amendment to the Future Land Use Element; Project No. CPA-2024-006 to the Florida Department of Commerce and other applicable state and regional agencies for their review; moved by Commissioner Oliver, seconded by Commissioner Kennedy; Motion carried 5-0.

Jaime Douglas, Montierre Development, expressed gratitude to the additional teams, including AECOM and MDSX, for their tireless work on the sports complex project.

• **REGULAR AGENDA** – None

• **COMMENTS FROM COMMISSIONERS** 7:04 PM

Commissioner Kennedy – No Comment

Commissioner Wilsen – Commented on the following:

- 1) Apologized for overlooking the Parks and Recreation Board Members present, during the presentation to Mr. Gordon Applegate: Jane Rainer, Jim Moyer, and Brad Lomneck.

Commissioner Firstner – No Comment

Commissioner Oliver – Commented on the following:

- 1) Thanked the City staff for collaborating with the County on Clarke Road and Clarcona-Ocoee Road to implement the left turn signals, going north and southbound. Although they are not yet operational, they should be soon. Staff responded swiftly and changes in the traffic patterns are already noticeable.
- 2) Read an inspirational quote.

Mayor Johnson – Commented on the following:

- 1) Announced the City of Ocoee Veterans Day Ceremony date and location.
- 2) Announced Family Movie Night and Community Market date and location.
- 3) Announced Stuff the Police Car Toy Drive date and location.
- 4) Spoke on a previous City of Ocoee Mayor who was enthusiastic about the youth and sports.

• **ADJOURNMENT 7:07 PM**

APPROVED:

Attest:

City of Ocoee

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

STAFF REPORT

Meeting Date: November 19, 2024
Item #: 2

Contact Name: Milen Womack
Contact Number: Ext. 6013

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Approval of the Interlocal Agreement with Orange County regarding Signalization and Transfer of Impact Fees for the West Road and Fountains West Boulevard Intersection. (City Engineer Womack)

Background Summary:

The intersection of West Road and Fountains West Boulevard is an Orange County owned and maintained intersection. The City of Ocoee has collected mitigation fees (held in a deferred fund account) on top of road impact fees from developments accessing Fountains West Boulevard to specifically go towards the construction of a future signalized intersection. Orange County has designed, permitted, and bid the construction for the signalization of the intersection with mast arms and would like to enter into an Interlocal Agreement to transfer the collected road mitigation fees for this project. Fees were collected by the Arbours PUD, Greens at Forest Lake PUD, and Magnolia Reserve PUD. The projected cost of the intersection improvements amounts to \$808,136.81. The City has collected \$132,636.21 in mitigation fees for the intersection improvements. Orange County will fund the difference in costs between the collected road impact fees and the final cost of construction. Public Works recommends approval of the Interlocal Agreement with Orange County regarding Signalization and Transfer of Impact Fees for the West Road and Fountains West Boulevard Intersection.

Upon City Commission approval, the executed Agreement will be sent to Orange County for formal approval and execution. Construction of the intersection improvements is anticipated to begin in the spring of 2025.

Issue:

Should the Honorable Mayor and City Commissioners approve and sign the Interlocal Agreement with Orange County regarding Signalization and Transfer of Impact Fees for the West Road and Fountains West Boulevard Intersection?

Recommendations:

City Staff recommends the Honorable Mayor and City Commissioners approve and sign the Interlocal Agreement with Orange County regarding Signalization and Transfer of Impact Fees for the West Road and Fountains West Boulevard Intersection.

Attachments:

1. Interlocal Agreement

Financial Impacts:

The City is responsible for \$132,636.20; the funds which were paid from Arbours PUD, Greens at Forest Lake PUD, and Magnolia Reserve PUD are being held in a deferred funding account.

Type of Item: Consent

INTERLOCAL AGREEMENT

between

ORANGE COUNTY, FLORIDA

and the

CITY of OCOEE, FLORIDA

regarding

SIGNALIZATION and TRANSFER OF IMPACT FEES

for the INTERSECTION of

WEST ROAD at the FOUNTAINS

WEST BOULEVARD

INTERSECTION

Approved by the Orange County
Board of County Commissioners
_____, 2024

Approved by the City of Ocoee
City Commission
_____, 2024

INTERLOCAL AGREEMENT
between
ORANGE COUNTY, FLORIDA
and the
CITY of OCOEE, FLORIDA
regarding
SIGNALIZATION AND TRANSFER OF IMPACT FEES
for the INTERSECTION of WEST ROAD at the
FOUNTAINS WEST BOULEVARD INTERSECTION

THIS INTERLOCAL AGREEMENT (the “Agreement”), effective as of the latest date of execution (“Effective Date” is made and entered into by and between **Orange County**, a charter county and political subdivision of the State of Florida ("County") with a mailing address of P.O. Box 1393, Orlando, Florida 32802-1393, and the **City of Ocoee**, a Florida municipal corporation (“City”) located at 150 North Lakeshore Drive, Ocoee, Florida 34761. County and City may occasionally be referred to herein individually as “Party” and collectively as “Parties.”

WITNESSETH:

WHEREAS, County has authority pursuant to Section 125.01(1)(p), Florida Statutes, to enter into agreements with another governmental entity or agency for joint performance, or performance by one unit on behalf of the other, of any of either entity’s or agency’s authorized functions;

WHEREAS, City has authority pursuant to Section 166.021, Florida Statutes, to enter into agreements;

WHEREAS, all roads that are open and available for use by the public and dedicated to public use, according to law or by prescription, are declared to be and established as, pursuant to Section 335.01(1), Florida Statutes, public roads;

WHEREAS, a “road” is defined by Section 334.03(22), Florida Statutes, as “a way open to travel by the public, including, but not limited to, a street, highway, or alley, including, but not limited to, associated sidewalks, the roadbed, the right-of-way, and all culverts, drains, sluices, ditches, water storage areas, waterways, embankments, slopes, retaining walls, bridges [and] tunnels . . .”;

WHEREAS, the term “road” as defined by Section 334.03(22), Florida Statutes, also implicitly includes, but is not limited to, curbs, guardrails, landscaping, and traffic control devices (such as signals and signs);

WHEREAS, according to Section 335.01(2), Florida Statutes, public roads are divided into four systems: (1) the “county road system”; (2) the “city street system”; (3) the “State Highway System”; and (4) the “State Park Road System”;

WHEREAS, the “county road system” is defined by Section 334.03(8), Florida Statutes, as “all collector roads in the unincorporated areas of a county and all extensions of such collector roads into and through any incorporated areas, all local roads in the unincorporated areas, and all urban minor arterial roads not in the State Highway System”;

WHEREAS, the “city street system” is defined by Section 334.03(3), Florida Statutes, as “all local roads within a municipality, and all collector roads inside that municipality, which are not in the county road system”;

WHEREAS, pursuant to Section 335.0415(1), Florida Statutes, the jurisdiction of public roads and the responsibility for operation and maintenance within the right-of-way of any road within the State, county, and municipal road systems shall be that which existed on June 10, 1995;

WHEREAS, under Section 335.04(2), Florida Statutes, the predecessor statute to Section 335.0415, Florida Statutes, each local government’s responsibilities were expressly described

therein, and the responsibility of a county for the operation and maintenance of any roads under its jurisdiction that extended into and through a municipality was limited to the roadbed, curbs, culverts and drains, but did not include sidewalks, embankments and slopes;

WHEREAS, pursuant to Section 335.0415(2), Florida Statutes, any change of the jurisdiction of a public road after July 1, 1995, that is a part of a county road system or a city street system is governed by Section 335.0415(3), Florida Statutes;

WHEREAS, pursuant to Section 335.0415(3), Florida Statutes, subsequent to July 1, 1995, public roads within the respective road systems of a county or a city may be transferred between those jurisdictions only by mutual agreement of those local governmental entities;

WHEREAS, the intersection of Fountains West Boulevard and West Road, is currently operated and maintained by County;

WHEREAS, County and City have determined that the construction of certain traffic signalization improvements at the intersection (the “Improvements”) will provide improved safety and intersection operations based on the conducted signal warrant analysis;

WHEREAS, County and City desire to cooperate in funding the Improvements for the mutual benefit of the citizens, property owners, and businesses of both City and County, according to the terms and conditions of this Agreement;

WHEREAS, County and City concur that the Improvements will be most efficiently and expeditiously completed if County and City partner to fund such Improvements, and if one party, in this case County, designs, permits, bids, and constructs the Improvements, according to the terms and conditions set forth herein; and

WHEREAS, however, this Interlocal Agreement is not intended to apply and shall not be construed as applying to the subject of which law enforcement authority (the City’s Police

Department or the Orange County Sheriff's Office) has jurisdiction to enforce traffic laws at the intersection, pursuant to Section 316.640, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the County and the City agree as follows:

Section 1. Recitals.

The foregoing recitals are true and correct and form a material part of this Agreement.

Section 2. "Intersection" defined.

The "Intersection" is defined in this Agreement as the general area of convergence of the rights-of-way of West Road with Fountains West Boulevard, all as generally depicted and described in **Appendix "A"** attached hereto and incorporated herein by reference.

Section 3. Intersection Project; Intersection Project Costs; Good Faith Estimate; Parties' Shares of Costs.

(a) **Intersection Project.** County and City agree to modify the Intersection in accordance with the results of County's warrant study and design, permit, bid, construct, and install and a new mast arm traffic signal system at the Intersection ("Intersection Project"), all as generally depicted and described in **Appendix "B"**, attached hereto and incorporated herein by reference.

(b) **Intersection Project Costs.** All actual design, permitting, construction, and related costs for the Intersection Project shall be deemed "Intersection Project Costs."

(c) **Good Faith Estimate.** The parties' good faith estimate of the Intersection Project Costs is Eight Hundred Eight thousand and One Hundred Thirty Six 81/100 dollars (\$808,136.81). The itemization of those estimated costs is set forth in **Appendix "C"** attached hereto and incorporated herein by reference.

(d) **Parties' Shares of Costs.** City shall be responsible for One Hundred Thirty Two thousand and Six Hundred Thirty Six 21/100 dollars (\$132,636.21). The County shall be responsible for the remainder of the Intersection Project costs.

Section 4. County's Responsibilities for the Intersection Project.

(a) **Project Management.** County shall be responsible for managing, designing, obtaining necessary permits, bidding, and constructing the Intersection Project.

(b) **Completion of Intersection Project.** County shall make reasonable efforts to ensure that the Intersection Project is completed pursuant to the approved final design plans, as may be modified. Upon completion of the Intersection Project, County's Public Works Director shall promptly so notify City's Public Works Director.

Section 5. City's Responsibilities for Intersection Project.

(a) **Payment.** Upon execution of this agreement the City shall make full payment in the amount of One Hundred Thirty Two thousand and Six Hundred Thirty Six 21/100 dollars (\$132,636.21) directly to the County.

(b) **Permits.** At no cost to County, City shall, upon request by County and compliance with the City of Ocoee Code of Ordinances and all other rules, requirements and procedures of City, grant to County all City permits and authorizations appropriate or necessary for the County to construct the Intersection Project, including but not limited to right-of-entry and right-of-way use permits. City hereby waives all fees associated with such permits and authorizations.

(c) **City Review of Estimates, Costs, Payments, and Plans.** To the extent City disapproves or objects to any estimates, costs, payments, or plans, as and where authorized to do so under this Agreement, the parties shall attempt to reach agreement on such issue within thirty

(30) days of City's disapproval or objection, or within such other time as may be agreed upon by City's and the County's representatives.

Section 6. Assignment of Responsibility for Traffic Control for Intersection; Liability for Torts.

(a) **Responsibility for Traffic Control.** Orange County hereby acknowledges and accepts the responsibility for traffic control for the Intersection and associated costs for signal operation and maintenance as of the Effective Date.

(b) **Liability for Torts.** The City shall be liable for torts arising from events occurring on or after the Effective Date of this agreement; however, nothing in this Agreement waives or is intended to waive the sovereign immunity of City (or County for events occurring before the Effective Date) or of the provisions of Section 768.28, Florida Statutes.

Section 7. Traffic Control at Intersection.

As of the Effective Date and upon completion of the Intersection Project, Orange County shall be responsible for regulating, warning, guiding, and controlling traffic of both vehicles and pedestrians in the Intersection, as authorized under Section 316.006(2), Florida Statutes, regardless of any future alteration, realignment, construction, extension, or widening of the Intersection.

Section 8. General Provisions.

(a) **Validity.** County and City each represents, warrants, and covenants to and with the other its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right or defense based on any claim of illegality, invalidity or unenforceability of any nature.

(b) **Governing Law; Venue; Attorney's Fees and Costs.**

(1) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(2) **Venue.** Venue for any action arising out of or related to this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

(3) **Attorney Fees and Costs.** In the event a party deems it necessary to take legal action to enforce any provision of this Agreement, each party shall bear its own attorney fees and costs.

(c) **Remedies.** Upon any failure of either party to perform its obligations under this Agreement, the aggrieved party shall have the right to pursue any remedy available in law, equity, or otherwise, but before a court action is maintained, such party must comply with Chapter 164, Florida Statutes, incorporated herein by reference.

(d) **Entire Agreement.** This Agreement, including its appendixes, constitutes the entire agreement of the parties with respect to the subject matters of this Agreement. Any previous oral or written communications or understandings of the parties with respect to the subject matters hereof are null and void and pre-empted by this Agreement.

(e) **Amendments.** Any amendments to this Agreement shall be deemed enforceable only if in writing, approved by the Board of County Commissioners and the City Commission, and signed by the parties hereto.

(f) **Waivers.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom it is asserted. A waiver shall be applicable only to the specified instance to which it relates and shall not be deemed a continuing or future waiver unless expressly deemed otherwise in writing.

(g) **Notices.** All notices required to be given hereunder shall be in writing and shall be deemed given and received in the following circumstances: (1) when personally delivered by hand; (2) three business days after being deposited in the United States Mail, postage prepaid, certified

or registered; (3) the next business day after being deposited with a recognized overnight mail courier delivery service; (4) when sent by electronic mail; or (5) when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission. All notices hereunder shall be addressed as follows (or to such other official or as such other address, of which either party hereto shall subsequently give written notice as provided herein):

If to the County: Director
Orange County Public Works Department
4200 S. John Young Parkway
Orlando, Florida 32839-9205
Phone: (407) 836-7900
Telecopy: (407) 836-7716

With a copy to: County Administrator
Post Office Box 1393
Orlando, Florida 32802-1393
Phone: (407) 836-7370
Telecopy: (407) 836-7399

If to the City: Craig Shadrix
City Manager City of Ocoee
1 North Bluford Avenue
Ocoee, Florida 34761
Phone: (407) 905-3111
Telecopy: (407) 905-3118

With a copy to: Richard Geller
City Attorney
Fishback Dominick
1947 Lee Road
Winter Park, Florida 32789
Phone: (407) 262-8400

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified. Either party may change its address or official for notice purposes by giving the other party notice as provided herein.

(h) **Ambiguities.** Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with their respective legal counsel prior to its execution, such that all language and wording herein shall be construed equally for and against the parties.

(i) **Headings.** The headings or captions of sections or subsections used in this Agreement are merely for the convenience of the parties for reference only and are not intended to define or limit their contents, and are not intended to affect the construction of or to be taken into consideration in interpreting this Agreement.

(j) **Indemnification.** Each party agrees to defend, indemnify, and hold harmless the other party, its officials, and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs, and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or of the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions, and/or negligence of the other party.

IN WITNESS WHEREOF, County and City have executed this Agreement as of the dates written below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

Date: _____, 2024

ATTEST: Phil Diamond, CPA, County
Comptroller, as Clerk of the Board of County
Commissioners

By: _____
Deputy Clerk

Print Name: _____

CITY OF OCOEE, FLORIDA

By: City Commission

By: _____
Rusty Johnson, Mayor

Date: _____, 2024

ATTEST:

By: _____
Melanie Sibbitt, City Clerk

Print Name: _____

FOR THE USE AND RELIANCE
ONLY OF THE CITY OF OCOEE, FLORIDA:
APPROVED AS TO FORM AND LEGALITY
this ____ day of _____, 2024

APPROVED BY THE OCOEE
CITY COMMISSION AT A MEETING
HELD ON _____, 2024
UNDER AGENDA ITEM NO. _____

By: _____
Richard Geller, City Attorney

Appendix “A”

General Depiction of Intersection



Appendix “B”

General Description of Intersection Project

Orange County Traffic Engineering requires professional engineering services from VHB, Inc to provide construction plans for a new signal at the intersection of Clarcona Ocoee Road and Fountains W Boulevard.

All work performed under this task shall comply with the most recent edition of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and the most recent edition of the Florida Department of Transportation (FDOT) Design Standards, and Traffic Engineering Manual (TEM). Specific tasks may include, but are not limited to, the following:

1.0 Engineering Services

Roadway

ADA Ramps will be modified to include crosswalks across Clarcona Ocoee Road that currently do not exist.

Roadway plans to include but not be limited to:

- Typical section
- Roadway Plan Sheets
- Roadway Cross sections
- Temporary Traffic Control Plans
- Utility Verification Sheets

Traffic Signal and Interconnect Design

Includes the design and preparation of construction plans for the addition of four mast arm signals (one per approach), as well as specifications and an engineer’s estimate of construction costs. The signal will be connected to Orange County’s network via fiber interconnect to the signalized intersection of Ocoee Apopka Road and Clarcona Ocoee Road.

a. Traffic Signal Design shall include the following:

- I. Structural Engineering - VHB will provide structural engineering services for five proposed mast arm designs. The services are limited to analyzing the loading to determine compliance with the FDOT standard mast arm assemblies and to provide special drilled shaft foundation designs should the standard loading be exceeded, or should geotechnical recommendations not meet minimum standard FDOT criteria. VHB will communicate with Nadic, the geotechnical engineer, to determine the appropriate soil characteristics for use in the foundation design calculations.

Utility Coordination

VHB will contract with ECHO UES, Inc (ECHO) to provide professional utility coordination services for both locations. The scope shall include initial contact, follow up contact, utility design meeting and project documentation to confirm no conflicts or utility relocations.

Environmental

VHB will prepare and submit a Request for Verification of an Exemption (Form 62-330.050) to the St Johns River Water Management District (SJRWMD). Due to the nature of the work, the project is anticipated to be exempt under FAC 62-330.051(4)(c) Minor roadway safety construction, alteration, maintenance, and operation. VHB assumes there will be no additional impervious area, no additional travel lanes, no work in wetlands and no reduction in capacity to the existing drainage system. VHB, will also respond to one RFI from SJRWMD.

Signing and Pavement Markings

VHB will prepare signing and pavement marking plans for the proposed roadway improvements.

Lighting

VHB will prepare the photometrics and coordinate with the power company, Duke Energy, for the installation of any additional lighting necessary to meet the required light levels for the new signalized intersection at Fountains W Blvd.

Survey and Subsurface Utility Engineering (SUE)

VHB will contract with ECHO UES, Inc (ECHO) to provide professional surveying and SUE services.

Survey services to include:

- Identification and marking of existing utilities.
- Verification of utility location and characteristics.
- SUE services will be completed at the proposed mast arm locations at Fountains W Blvd. The purpose of the SUE work is to locate and identify conflicts between the proposed foundation and existing underground utilities. VHB will provide an alternate location, should conflicts be found during the process until a clear hole is located; if conflicts are unavoidable due to the density of underground utilities, VHB will communicate with the utility companies for a feasible conflict resolution.

Geotechnical Engineering

VHB will contract with Nadic Engineering Services, Inc. (Nadic) to explore subsurface conditions for the proposed improvements. The geotechnical engineer will conduct the soil borings at the proposed mast arm pole foundations at Fountains W Blvd. Once the soil is analyzed, the subconsultant will provide a soils report for the project. The subconsultant's report will characterize the subsurface soil conditions which will then be used to compare with FDOT standard design soil conditions. Sub-standard soil conditions will require a special foundation design. The subconsultant will provide foundation design and construction recommendations based on the properties encountered.

2.0 Contract Documents

Final Engineering Plans

VHB will develop the engineering design plans detailing the improvements to Clarcona Ocoee Road at Fountains W Blvd. The contract documents will provide roadway, signalization, signing and pavement markings, utility adjustment sheets (if necessary), and maintenance of traffic plans for the proposed improvements.

The design plans will be prepared on 11" x 17" half size sheets.

Deliverables:

- 30% Plans Submittal
- 75% Plans Submittal
- 90% Plans Submittal
- Final Signed and Sealed Plans Submittal

SCHEDULE

VHB will begin performance of the above services on the date written authorization to proceed is received.

VHB will complete the tasks described above and provide final contract documents within 6 months of notice to proceed.

Appendix "C"

Good Faith Estimate and Itemization of Intersection Project Costs

CLARCONA OCOEE RD
SIGNAL IMPROVEMENTS
CONTRACT: Y21-906B
DISTRICT NO: 2

90% PHASE
COST ESTIMATE

FOUNTAINS WEST BLVD - SIGNAL

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST*	COST
101-1	MOBILIZATION	LS	1	10%	\$ 57,123.92
102-1	MAINTENANCE OF TRAFFIC	LS	1	10%	\$ 57,123.92
630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	110	\$ 17.31	\$ 1,904.10
630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	525	\$ 37.92	\$ 19,908.00
630-2-14	CONDUIT, FURNISH & INSTALL, ABOVEGROUND	LF	20	\$ 41.19	\$ 823.80
632-7-1	SIGNAL CABLE- NEW INTERSECTION, FURNISH & INSTALL	PI	1	\$ 10,374.78	\$ 10,374.78
633-1-121	FIBER OPTIC CABLE, F&I, UNDERGROUND 2-12 FIBERS	LF	0	\$ 4.32	\$ -
633-1-123	FIBER OPTIC CABLE, F&I, UNDERGROUND 49-96 FIBERS	LF	0	\$ 4.53	\$ -
633-2-31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	EA	0	\$ 54.65	\$ -
633-3-11	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE	EA	0	\$ 1,437.15	\$ -
633-3-13	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED CONNECTOR ASSEMBLY	EA	0	\$ 60.57	\$ -
633-3-15	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED PATCH PANEL	EA	0	\$ 1,756.34	\$ -
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	15	\$ 1,591.53	\$ 23,872.95
635-2-12	PULL & SPLICE BOX, F&I, 24" x 36" COVER SIZE	EA	0	\$ 2,798.53	\$ -
635-2-13	PULL & SPLICE BOX, F&I, 30" x 60" RECTANGULAR OR 36" ROUND COVER SIZE	EA	0	\$ 5,507.79	\$ -
639-1-122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	AS	1	\$ 5,216.64	\$ 5,216.64
639-2-1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	430	\$ 15.45	\$ 6,643.50
639-3-11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	EA	1	\$ 2,182.25	\$ 2,182.25
641-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-11 SERVICE POLE	EA	2	\$ 2,291.31	\$ 4,582.62
646-1-11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	3	\$ 2,782.18	\$ 8,346.54
646-1-12	ALUMINUM SIGNALS POLE, FURNISH & INSTALL PEDESTRIAN DETECTOR POST	EA	1	\$ 2,066.29	\$ 2,066.29
649-21-2	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 30'-30'	EA	0	\$132,994.34	\$ -
649-21-3	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 40'	EA	2	\$ 73,138.15	\$ 146,276.30
649-21-6	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 30'	EA	1	\$ 81,538.98	\$ 81,538.98
649-21-10	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 60'	EA	1	\$ 91,722.28	\$ 91,722.28
650-1-14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS	8	\$ 1,787.44	\$ 14,299.52
650-1-16	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY	AS	2	\$ 2,155.21	\$ 4,310.42
653-1-11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS	4	\$ 1,095.24	\$ 4,380.96
653-1-12	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS	AS	1	\$ 2,019.69	\$ 2,019.69
654-3-10	MIDBLOCK CROSSWALK: PEDESTRIAN HYBRID BEACON ASSEMBLY, FURNISH & INSTALL COMPLETE ASSEMBLY	EA	0	\$ 2,101.61	\$ -
660-4-11	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	EA	1	\$ 15,946.71	\$ 15,946.71
660-4-12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	EA	4	\$ 7,078.46	\$ 28,313.84
663-1-111	SIGNAL PRIORITY AND PREEMPTION SYSTEM, F&I, OPTICAL, CABINET ELECTRONICS	EA	1	\$ 8,692.52	\$ 8,692.52
663-1-112	SIGNAL PRIORITY AND PREEMPTION SYSTEM, F&I, OPTICAL, DETECTOR	EA	2	\$ 2,546.30	\$ 5,092.60
665-1-11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA	6	\$ 468.00	\$ 2,808.00
670-5-110	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA	AS	0	\$ 46,752.42	\$ -
670-5-111	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA, 1 PREEMPTION	AS	1	\$ 41,875.72	\$ 41,875.72
682-1-113	ITS CCTV CAMERA, F&I, DOME PTZ ENCLOSURE - PRESSURIZED, IP, HIGH DEFINITION	EA	1	\$ 7,922.55	\$ 7,922.55
684-1-1	MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	EA	1	\$ 5,456.11	\$ 5,456.11
685-1-13	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, LINE INTERACTIVE WITH CABINET	EA	1	\$ 11,565.39	\$ 11,565.39
700-1-111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	EA	2	\$ 532.65	\$ 1,065.30
700-1-112	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, 12.0-20.0 SF	EA	0	\$ 1,080.00	\$ -
700-1-600	SINGLE COLUMN GROUND SIGN ASSEMBLY, REMOVE	EA	2	\$ 52.54	\$ 105.08
700-3-201	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	EA	0	\$ 1,013.21	\$ -
700-5-21	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	EA	0	\$ 4,934.34	\$ -
700-5-22	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF	EA	0	\$ 5,499.96	\$ -
705-11-1	DELINEATOR, FLEXIBLE TUBULAR	EA	0	\$ 112.62	\$ -
706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	22	\$ 4.79	\$ 105.38
710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	0	\$ 35,474.52	\$ -
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	455	\$ 3.80	\$ 1,729.00
711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF	0	\$ 5.27	\$ -
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	114	\$ 6.86	\$ 782.04
711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM	0.016	\$ 2,882.34	\$ 46.40
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	2	\$ 91.08	\$ 182.16
711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	0	\$ 5.59	\$ -
711-11-241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE / 6-10 DOTTED EXTENSION LINE, 6"	GM	0.000	\$ 3,259.85	\$ -
711-14-123	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	390	\$ 17.31	\$ 6,750.90
711-14-160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	3	\$ 326.31	\$ 978.93
711-14-170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA	3	\$ 183.35	\$ 550.05
711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.081	\$ 5,701.93	\$ 464.36
711-16-102	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 8"	GM	0.000	\$ 7,316.19	\$ -
711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.040	\$ 5,738.01	\$ 228.22
711-17-1	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS- SURFACE TO REMAIN	SF	55	\$ 1.97	\$ 108.35
TOTAL					\$ 685,487.08

*UNIT COST ARE BASED ON FDOT AVERAGE ITEM UNIT COST FROM 2023/02/01 TO 2024/01/31

Good Faith Estimate and Itemization of Intersection Project Costs (cont.)

CLARCONA OCOEE RD
SIGNAL IMPROVEMENTS
CONTRACT: Y21-906B
DISTRICT NO: 2

90% PHASE
COST ESTIMATE

FOUNTAINS WEST BLVD - ROADWAY

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST*	COST
101-1	MOBILIZATION	LS	1	10%	\$ 10,220.81
102-1	MAINTENANCE OF TRAFFIC	LS	1	10%	\$ 10,220.81
104-1B	INLET PROTECTION SYSTEM	EA	3	\$ 193.73	\$ 581.19
107-1	LITTER REMOVAL	AC	0.096	\$ 48.24	\$ 4.63
107-2	MOWING	AC	0.096	\$ 67.32	\$ 6.46
110-1-1	CLEARING & GRUBBING	AC	0.162	\$ 55,666.47	\$ 9,017.97
110-4-10	REMOVAL OF EXISTING CONCRETE	SY	198	\$ 39.41	\$ 7,803.18
120-1	REGULAR EXCAVATION	CY	247	\$ 13.37	\$ 3,299.45
120-6	EMBANKMENT	CY	508	\$ 23.33	\$ 11,842.31
160-4	TYPE B STABILIZATION	SY	393	\$ 7.31	\$ 2,876.27
285-709	OPTIONAL BASE, BASE GROUP 09	SY	331	\$ 41.78	\$ 13,846.31
334-1-12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	TN	36	\$ 159.89	\$ 5,829.59
337-7-81	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-12.5, PG 76-22	TN	27	\$ 171.53	\$ 4,689.63
425-1351	INLETS, CURB, TYPE P-5, <10'	EA	1	\$ 8,712.08	\$ 8,712.08
430-175-13	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"5/CD	LF	4	\$ 142.83	\$ 571.32
520-1-7	CONCRETE CURB & GUTTER, TYPE E	LF	277	\$ 40.59	\$ 11,249.92
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	214	\$ 46.46	\$ 9,940.68
520-70	CONCRETE TRAFFIC SEPARATOR, SPECIAL- VARIABLE WIDTH	SY	0	\$ 170.99	\$ -
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	0	\$ 73.12	\$ -
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	82	\$ 97.37	\$ 7,998.95
527-2	DETECTABLE WARNINGS	SY	51	\$ 42.62	\$ 2,185.13
570-1-2	PERFORMANCE TURF, SOD	SY	403	\$ 4.35	\$ 1,753.05
				TOTAL	\$ 122,649.73

*UNIT COST ARE BASED ON FDOT AVERAGE ITEM UNIT COST FROM 2023/02/01 TO 2024/01/31



Meeting Date: November 19, 2024
Item #: 3

Contact Name: Milen Womack
Contact Number: Ext. 6013

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Approval of Change Order No. 3 for Additional Funds from Transportation Impact Fees to Provide the Required Funding for Lennar Homes to Facilitate the Widening of Clarke Road. (City Engineer Womack)

Background Summary:

As the Clarke Road widening project nears completion, staff requests approval of Change Order No. 3, which will incorporate the final items required to complete the project. The change order includes additional concrete median barrier required due to a grade differential between the new southbound and existing northbound lanes which creates a potential safety issue. Public Works and the Engineer of Record worked to mitigate the length of walls during the design phase. However, the addition of left turn lanes in two areas requires approximately 250 linear feet of median barrier wall due to the reduced median width. The design solution provided by the Engineer of Record has been provided at no cost to the City. Additionally, funds are needed for the soil preparation and landscaping in the new Clarke Road section median. Specifically, funds are needed for the installation of six irrigation meters and for items related to improving the soil which has not been maintained since construction of the two original lanes. The work includes spraying and rototilling the existing median vegetation prior to the installation of St. Augustine sod for ground cover, and Morning Glory, Pink Muhly Grass, Pink Oleander, Crape Myrtles, and Date Palms. The change order request to construct the concrete median barrier and landscaping items amounts to \$359,815.11. Public Works expects this to be the last and final change order for this project, as the contractor seeks to complete construction within the next few months. Public Works recommends approval of the Change Order to complete the widening of Clarke Road.

Issue:

Should the Honorable Mayor and City Commissioners authorize the approval of Change Order No. 3 for the allocation of available Transportation Impact Fees Funds to Facilitate the Widening of Clarke Road?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners authorize the approval of Change Order No. 3 and for the allocation of available Transportation Impact Fees Funds to Facilitate the Widening of Clarke Road.

Attachments:

None

Financial Impacts:

\$359,815.11 from Transportation Impact Fees

Type of Item: Consent



Meeting Date: November 19, 2024

Item #: 4

Contact Name: Martrivus Keaton
Contact Number: Ext. 1088

Department Director: Michael Rumer
City Manager: Craig Shadrix

Subject: Approval of Wynwood Phase 3 & 4 Plat; Project No. LS-2024-004. (Development Engineer Keaton)

Background Summary:

The Wynwood PUD (FKA CLRM PUD) is a planned residential subdivision that proposes 377 single-family residential lots in four (4) phases. The property is located in Commission District 4, on the south side of McCormick Road, west of North Apopka Vineland Rd. The Wynwood Phase 3 & 4 property is identified as parcel numbers 34-21-28-9490-06-001 and 34-21-28-9490-06-002. The total area of the property amounts to approximately 56.69 acres.

Phases 1&2 are constructed and platted with new residents living in those phases. Phase 3&4 of the Final Subdivision Plan for Wynwood was approved by the City Commission on March 19, 2024, and is still under site construction for the required infrastructure. The final step in the development process is to plat the property in order to set the boundaries for all lots, rights-of-way, tracts, etc. The proposed Plat for Phases 3&4 will create the final 186 lots for the residential subdivision, associated street right-of-way, and tracts for open space, recreation, and retention facilities. The Plat also includes easements for emergency vehicle access, reclaim water lines, drainage, stormwater retention pond, and other public utility easements.

Per the Land Development Code, when a plat is approved before all the site infrastructure are completed, a surety to cover 115% of the cost to complete the unfinished improvements is required. Therefore, since the proposed Wynwood Phase 3 & 4 development is platting before completing all required infrastructure and having received a Certificate of Completion of all infrastructure; the developer is required to provide a Surety covering the outstanding proposed improvements as approved in the Preliminary / Final Subdivision Plans for Wynwood Phase 3 & 4. The Applicant, Jr. Davis Construction Co., Inc. and JTD Land at Wynwood, LLC, have provided the City with a Performance Bond (Bond Number 30231287) from Western Surety Company, in the amount of \$1,459,689.78.

Issue:

Should the Honorable Mayor and City Commissioners approve and sign the Wynwood Phase 3 & 4 Plat?

Recommendations:

The Development Services Department recommends the Honorable Mayor and City Commissioners approve the Wynwood Phase 3 & 4 Plat and authorize the Mayor and City Clerk to sign the Plat.

Attachments:

1. Wynwood Phase 3 & 4 Plat
2. Performance Bond

Financial Impacts:

There are no financial impacts to the City in accepting this Plat.

Type of Item: Consent

WYNWOOD PHASE 3 & 4

A REPLAT OF TRACTS FD-1 AND FD-2, WYNWOOD PHASE 1 & 2 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 109, PAGES 130-142, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA LOCATED IN SECTIONS 33 AND 34, TOWNSHIP 21 SOUTH, RANGE 28 EAST LOCATED IN THE CITY OF OCOEE, ORANGE COUNTY, FLORIDA

PLAT NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM OF 1983 WITH 2011 ADJUSTMENT DERIVING A BEARING OF N001°7'21"E ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 21 SOUTH, RANGE 28 EAST.
- ALL LOT CORNERS SHALL BE MONUMENTED WITH A 5/8" IRON ROD AND CAP (DEWBERRY LB 8011), IN ACCORDANCE WITH CHAPTER 177.091(9), FLORIDA STATUTES, UNLESS OTHERWISE NOTED.
- ALL STREET CENTERLINE CHANGE IN DIRECTION SHALL BE MONUMENTED WITH A NAIL & DISK (PCP LB 8011), IN ACCORDANCE WITH CHAPTER 177.091(9), FLORIDA STATUTES, UNLESS OTHERWISE NOTED.
- ALL LOT LINES INTERSECTING CURVES ARE RADIAL UNLESS NOTED OTHERWISE.
- ALL PLATTED UTILITY EASEMENTS, EXCLUSIVE OF PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY, SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES PURSUANT TO SECTION 177.091(28), FLORIDA STATUTES. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

- THE FOLLOWING TRACTS COMPRISE THE COMMON AREAS AS MORE PARTICULARLY DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS IN DOCUMENT NUMBER 20220591349, AS MAY BE AMENDED OR SUPPLEMENTED THEREIN, ("DECLARATION") IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND ARE HEREBY DEDICATED TO AND SHALL BE MAINTAINED BY THE WYNWOOD HOMEOWNERS ASSOCIATION, INC. (THE "ASSOCIATION") AND SHALL BE CONVEYED BY SEPARATE INSTRUMENT TO THE ASSOCIATION AFTER PLAT RECORDING.

TRACTS OS-8, OS-9, OS-10, OS-11 AND OS-12 (OPEN SPACE).
TRACTS P-4, P-5 AND P-6 (PARK).
TRACTS SW-3A, SW-6 AND SW-7 (STORMWATER).

- AN EMERGENCY ACCESS AND MAINTENANCE EASEMENT WITHIN STORMWATER TRACTS SW-3A, SW-6 AND SW-7 IS HEREBY GRANTED TO THE CITY OF OCOEE ("CITY") FOR EMERGENCY MAINTENANCE PURPOSES. THE EMERGENCY ACCESS AND MAINTENANCE EASEMENT DOES NOT IMPOSE ANY OBLIGATION, BURDEN, RESPONSIBILITY OR LIABILITY UPON THE CITY TO ENTER UPON THE PLATTED PROPERTY OR TAKE ANY ACTION TO REPAIR OR MAINTAIN THE DRAINAGE SYSTEM.

- THERE IS A 20.00' WIDE PUBLIC DRAINAGE EASEMENT (D.E.) ACROSS LOTS 342 AND 343 AND A 30.00' WIDE DRAINAGE EASEMENT (D.E.) ACROSS LOTS 196 AND 197. THESE DRAINAGE EASEMENTS SHALL ACCOMMODATE PUBLIC ROADWAY DRAINAGE; HOWEVER, THE FEE SIMPLE OWNERS OF SAID LOTS SHALL BE RESPONSIBLE FOR THE GRASS AND LANDSCAPING WITHIN DRAINAGE EASEMENT LOCATED UPON THEIR LOT.

- UNLESS OTHERWISE NOTED, ALL LOTS ARE SUBJECT TO A 5.00' PUBLIC DRAINAGE AND UTILITY EASEMENT ALONG ALL SIDE LOT LINES. DRAINAGE AND UTILITY EASEMENTS ALONG ALL SIDE LOT LINES SHALL ACCOMMODATE LOT DRAINAGE AND SHALL BE FOR THE BENEFIT OF PUBLIC AND PRIVATE UTILITY PROVIDERS FOR THE PROVISION OF UTILITY EASEMENTS LOCATED UPON THEIR LOT.

- THERE IS A 10.00' PUBLIC UTILITY EASEMENT (U.E.) ALONG ALL FRONT LOT LINES. A SIDEWALK EASEMENT WITHIN THIS U.E. MAY BE NECESSARY TO PROTECT EXISTING TREES IN RIGHT-OF-WAY. NO REMOVAL OF PROTECTED TREES SHALL BE UNDERTAKEN WITHOUT OBTAINING A PERMIT FROM THE CITY. UTILITY EASEMENTS (U.E.) ALONG ALL FRONT LOT LINES AND TRACTS SHALL ALSO BE FOR THE BENEFIT OF THE ASSOCIATION; HOWEVER, THE FEE SIMPLE OWNERS OF SAID LOTS AND TRACTS SHALL BE RESPONSIBLE FOR THE GRASS AND LANDSCAPING WITHIN THE UTILITY EASEMENTS LOCATED UPON THEIR LOT AND/OR TRACT.

- A PERPETUAL, NON-EXCLUSIVE EASEMENT OF ACCESS OVER ALL INTERNAL ROADWAYS AND PAVED AREAS IS HEREBY GRANTED TO THE CITY OF OCOEE AND ALL APPLICABLE AUTHORITIES FOR LAW ENFORCEMENT, FIRE, CODE ENFORCEMENT, OTHER EMERGENCY SERVICES AND MUNICIPAL PURPOSES.

- STREETS AND RIGHT OF WAYS ARE TO BE OWNED AND MAINTAINED BY THE CITY OF OCOEE FOR THE PERPETUAL USE OF THE PUBLIC.

TRACT TABLE & OWNERSHIP & MAINTENANCE			
TRACT NAME	OWNERSHIP & MAINTENANCE	PURPOSE	SIZE (AC.)
OS-8	HOA	OPEN SPACE	0.22
OS-9	HOA	OPEN SPACE	1.68
OS-10	HOA	OPEN SPACE	6.07
OS-11	HOA	OPEN SPACE	0.77
OS-12	HOA	OPEN SPACE	0.11
P-4	HOA	PARK TRACT	0.24
P-5	HOA	PARK TRACT	4.43
P-6	HOA	PARK TRACT	0.52
SW-3A	HOA	STORMWATER TRACT	0.09
SW-6	HOA	STORMWATER TRACT	5.16
SW-7	HOA	STORMWATER TRACT	2.51

SHEET INDEX

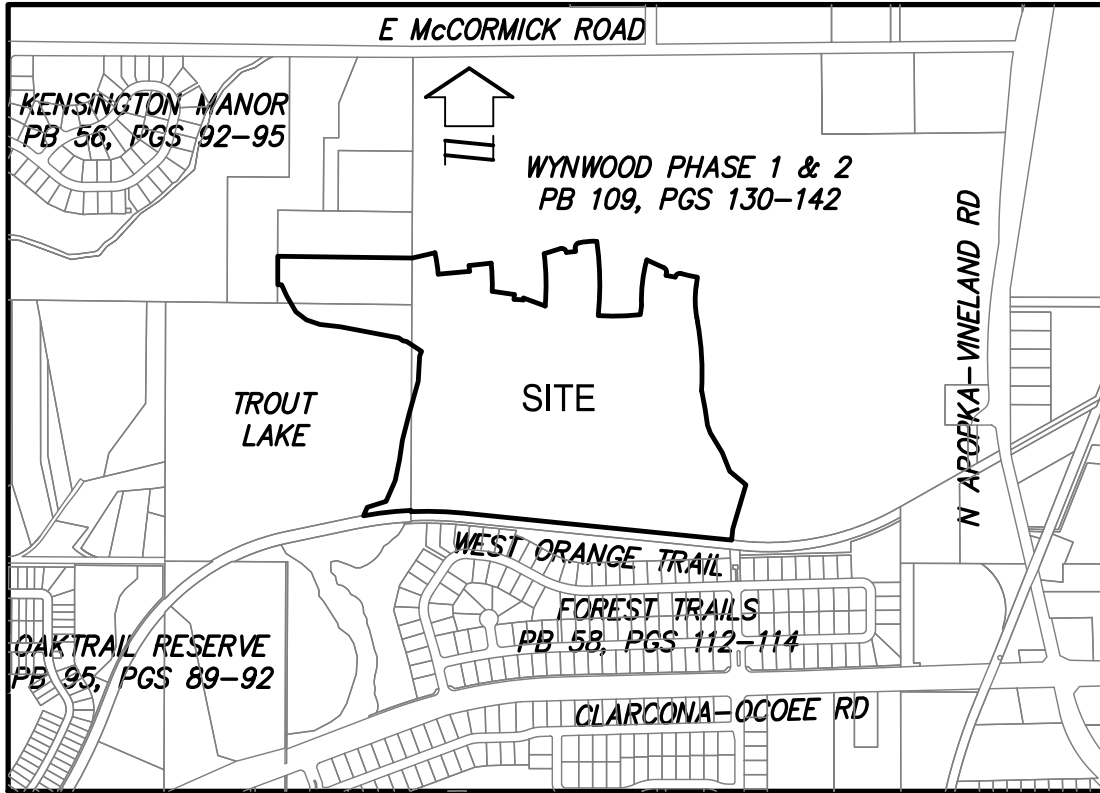
SHEET 1 - COVER SHEET
SHEET 2 - OVERALL BOUNDARY AND KEY MAP
SHEETS 3-7 - DETAIL SHEETS



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011



VICINITY MAP:
NOT TO SCALE

LEGAL DESCRIPTION:

A REPLAT OF TRACTS FD-1 AND FD-2, WYNWOOD PHASE 1 & 2 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 109, PAGE 130 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA LYING IN SECTIONS 33 AND 34, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 34; THENCE N001°7'21"E ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 1667.48 FEET TO A POINT ON THE NORTHERLY LINE OF THE WEST ORANGE TRAIL AS RECORDED IN OFFICIAL RECORDS BOOK 4508, PAGE 1289 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST ORANGE TRAIL N001°7'21"E, A DISTANCE OF 6.51 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1941.36 FEET, A CENTRAL ANGLE OF 0°38'33"; A CHORD BEARING OF S83°37'59"W AND A CHORD DISTANCE OF 258.76 FEET; THENCE DEPARTING SAID WEST LINE RUN WESTERLY ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID WEST ORANGE TRAIL AND ALONG THE ARC OF SAID CURVE, A DISTANCE OF 258.99 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE RUN ALONG THE WESTERLY NORTHERLY AND SOUTHERLY LINES OF SAID TRACT FD-1 AND TRACT FD-2, WYNWOOD PHASE 1 & 2 ACCORDING TO THE PLAT THEREOF THE FOLLOWING COURSES: N23°42'36"E, A DISTANCE OF 49.55 FEET; THENCE N72°40'49"E, A DISTANCE OF 107.08 FEET; THENCE N23°33'26"E, A DISTANCE OF 122.86 FEET; THENCE N15°38'36"E, A DISTANCE OF 114.28 FEET; THENCE N14°56'37"E, A DISTANCE OF 143.78 FEET; THENCE N15°22'42"E, A DISTANCE OF 186.49 FEET; THENCE N03°33'52"E, A DISTANCE OF 136.50 FEET; THENCE N21°02'50"E, A DISTANCE OF 27.34 FEET; THENCE N56°48'34"W, A DISTANCE OF 96.03 FEET; THENCE N77°35'35"W, A DISTANCE OF 20.66 FEET; THENCE N56°48'34"W, A DISTANCE OF 27.48 FEET; THENCE N79°12'40"W, A DISTANCE OF 318.98 FEET; THENCE N83°25'35"W, A DISTANCE OF 112.74 FEET; THENCE N71°31'22"W, A DISTANCE OF 75.61 FEET; THENCE N29°45'53"W, A DISTANCE OF 73.34 FEET; THENCE N29°45'53"W, A DISTANCE OF 98.30 FEET; THENCE N25°06'57"W, A DISTANCE OF 66.62 FEET; THENCE N89°45'25"W, A DISTANCE OF 20.60 FEET; THENCE N001°4'55"E, A DISTANCE OF 153.42 FEET; THENCE S89°17'37"E, A DISTANCE OF 726.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 34; THENCE N77°03'33"E, A DISTANCE OF 125.56 FEET; TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 765.00 FEET, A CENTRAL ANGLE OF 08°45'39"; A CHORD BEARING OF S08°37'50"E AND A CHORD DISTANCE OF 116.89 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 116.97 FEET TO THE END OF SAID CURVE; THENCE N84°45'22"E, A DISTANCE OF 170.02 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 835.00 FEET, A CENTRAL ANGLE OF 01°55'54"; A CHORD BEARING OF N05°23'48"W AND A CHORD DISTANCE OF 160.51 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 31.52 FEET TO THE END OF SAID CURVE; THENCE N83°56'37"E, A DISTANCE OF 120.00 FEET; TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1055.00 FEET, A CENTRAL ANGLE OF 08°16'01"; A CHORD BEARING OF S02°11'39"E AND A CHORD DISTANCE OF 152.09 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 152.22 FEET TO THE END OF SAID CURVE; THENCE S81°49'25"E, A DISTANCE OF 120.64 FEET; TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 0117.01 FEET, A CENTRAL ANGLE OF 01°17'01"; A CHORD BEARING OF S03°15'16"W AND A CHORD DISTANCE OF 26.36 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 26.36 FEET TO THE END OF SAID CURVE; THENCE S86°08'11"E, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1225.00 FEET, A CENTRAL ANGLE OF 00°28'59"; A CHORD BEARING OF N03°37'20"E AND A CHORD DISTANCE OF 10.33 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 10.33 FEET TO THE END OF SAID CURVE; THENCE S69°47'55"E, A DISTANCE OF 124.86 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1345.00 FEET, A CENTRAL ANGLE OF 12°03'03"; A CHORD BEARING OF N01°06'19"W AND A CHORD DISTANCE OF 282.37 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 282.89 FEET TO THE END OF SAID CURVE; THENCE N72°32'40"E, A DISTANCE OF 91.99 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 100°00'00"; A CHORD BEARING OF S87°03'45"E AND A CHORD DISTANCE OF 38.48 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 43.92 FEET TO THE END OF SAID CURVE; THENCE N83°11'31"E, A DISTANCE OF 50.00 FEET; TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1515.00 FEET, A CENTRAL ANGLE OF 00°40'37"; A CHORD BEARING OF N07°08'45"W AND A CHORD DISTANCE OF 17.86 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 17.86 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 83°41'13"; A CHORD BEARING OF N34°21'35"E AND A CHORD DISTANCE OF 33.36 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.52 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 32.05 FEET, A CENTRAL ANGLE OF 171°17'17"; A CHORD BEARING OF N84°50'52"E AND A CHORD DISTANCE OF 97.70 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 98.07 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1635.00 FEET, A CENTRAL ANGLE OF 14°04'14"; A CHORD BEARING OF S01°10'48"E AND A CHORD DISTANCE OF 40.46 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 40.46 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1305.00 FEET, A CENTRAL ANGLE OF 09°59'36"; A CHORD BEARING OF N88°47'00"E AND A CHORD DISTANCE OF 227.33 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 227.61 FEET TO THE END OF SAID CURVE; THENCE N52°10'00"E, A DISTANCE OF 49.71 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 820.00 FEET, A CENTRAL ANGLE OF 17°25'07"; A CHORD BEARING OF N08°34'49"E AND A CHORD DISTANCE OF 247.86 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 248.81 FEET TO THE END OF SAID CURVE; THENCE S65°21'10"E, A DISTANCE OF 70.52 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 825.00 FEET, A CENTRAL ANGLE OF 02°05'14"; A CHORD BEARING OF S66°23'10"E AND A CHORD DISTANCE OF 30.03 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.03 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 19°29'58"; A CHORD BEARING OF S27°41'24"E AND A CHORD DISTANCE OF 31.97 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 34.69 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 01°08'51"W AND A CHORD DISTANCE OF 13.96 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 13.96 FEET TO THE END OF SAID CURVE; THENCE S78°05'00"E, A DISTANCE OF 50.00 FEET; TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 94°50'17"; A CHORD BEARING OF N88°20'09"E AND A CHORD DISTANCE OF 36.82 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 41.38 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 825.00 FEET, A CENTRAL ANGLE OF 08°19'34"; A CHORD BEARING OF S77°24'29"E AND A CHORD DISTANCE OF 91.04 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 91.09 FEET TO THE END OF SAID CURVE; THENCE S07°55'21"W, A DISTANCE OF 50.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 18°14'06"; A CHORD BEARING OF S01°11'42"E AND A CHORD DISTANCE OF 167.97 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 168.68 FEET TO A POINT OF TANGENCY; THENCE S107°18'45"E, A DISTANCE OF 23.28 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1545.00 FEET, A CENTRAL ANGLE OF 13°54'54"; A CHORD BEARING OF S03°21'18"E AND A CHORD DISTANCE OF 374.30 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 375.22 FEET TO A POINT NON TANGENCY; THENCE S102°38'45"E, A DISTANCE OF 99.35 FEET; THENCE S08°35'12"E, A DISTANCE OF 89.31 FEET; THENCE S20°09'00"E, A DISTANCE OF 44.02 FEET; THENCE S31°22'09"E, A DISTANCE OF 123.27 FEET; THENCE S22°01'35"E, A DISTANCE OF 109.11 FEET; THENCE S50°15'47"E, A DISTANCE OF 112.97 FEET; THENCE S16°26'47"W, A DISTANCE OF 249.02 FEET; THENCE S05°45'37"W, A DISTANCE OF 60.69 FEET TO THE AFOREMENTIONED NORTHERLY LINE OF THE WEST ORANGE TRAIL; THENCE N84°15'11"W ALONG SAID NORTHERLY LINE, A DISTANCE OF 1011.59 FEET; THENCE N84°15'11"W, A DISTANCE OF 144.63 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 115.86 FEET, A CENTRAL ANGLE OF 08°20'08"; A CHORD BEARING OF N88°23'16"W AND A CHORD DISTANCE OF 28.15 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 281.49 FEET TO THE END OF SAID CURVE AND THE POINT OF BEGINNING.

CONTAINING 56.69 ACRES MORE OR LESS.

PLAT LEGEND AND ABBREVIATIONS:

LINE BREAK	ESMT EASEMENT
± MORE OR LESS	(OA) OVERALL
ID IDENTIFICATION	L LENGTH
OR# OFFICIAL RECORD BOOK	R RADIUS
PB PLAT BOOK	Δ DELTA
PG/PCS PAGE/PAGES	CB CHORD BEARING
CCR# CERTIFIED CORNER RECORD	CH CHORD DISTANCE
CL CENTERLINE	PNT POINT OF NON-TANGENCY
PRM PERMANENT REFERENCE MONUMENT	PC POINT OF CURVATURE
PCP PERMANENT CONTROL POINT	PT POINT OF TANGENCY
CHANGE IN DIRECTION (R/W LINE)	PRC POINT OF COMPOUND CURVATURE
D.E. PUBLIC DRAINAGE EASEMENT	PRC POINT OF REVERSE CURVATURE
U.E. PUBLIC UTILITY EASEMENT	POC POINT ON CURVE
IP IRON PIPE	R/W RIGHT OF WAY
IR IRON ROD	(NR) NON RADIAL
CM CONCRETE MONUMENT	LB LICENSED BUSINESS
(TYP) TYPICAL	PI POINT OF INTERSECTION
FOUND CONCRETE MONUMENT AS NOTED	RP RADIUS POINT
SET 4"x4" CONCRETE MONUMENT (PRM LB 8011)	(TYP) TYPICAL
SET NAIL & DISK (PCP LB 8011)	ESMT EASEMENT
	CB CURVE TAG
	T25 TOWNSHIP SOUTH
	R# RANGE EAST

NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

PLAT

BOOK :

PAGE:

WYNWOOD PHASE 3 & 4 DEDICATION

KNOW MEN BY ALL THESE PRESENTS, THAT JTD LAND AT WYNWOOD, LLC, A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT, HEREBY DEDICATES SAID LANDS AND PLAT ENTITLED WYNWOOD PHASE 3 & 4 FOR THE USES AND PURPOSES THEREIN EXPRESSED AND HEREBY DEDICATES ALL STREETS AND RIGHTS OF WAY, UTILITY EASEMENTS (U.E.), AND DRAINAGE EASEMENTS (D.E.) SHOWN ON THIS PLAT TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES.

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE SIGNED BY THE OFFICER NAMED BELOW ON _____, A.D. 2024.

BY: JTD LAND AT WYNWOOD, LLC, A FLORIDA LIMITED LIABILITY COMPANY

NAME: _____

SIGNED: _____

TITLE: _____

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS (SIGNATURE) _____ WITNESS (PRINTED) _____

WITNESS (SIGNATURE) _____ WITNESS (PRINTED) _____

STATE OF FLORIDA, COUNTY OF ORANGE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2024, BY _____ AS _____ OF JTD LAND AT WYNWOOD, LLC, A FLORIDA LIMITED LIABILITY COMPANY ON BEHALF OF THE COMPANY. SAID PERSON ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION AND ☐ IS PERSONALLY KNOWN TO ME OR ☐ HAS PRODUCED _____ AS IDENTIFICATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

SIGNATURE OF NOTARY _____

NOTARY PRINTED NAME _____

MY COMMISSION EXPIRES _____ MY COMMISSION NO. _____

CERTIFICATE OF APPROVAL BY CITY DEVELOPMENT SERVICES DIRECTOR

THE FOREGOING PLAT HAS BEEN EXAMINED AND APPROVED.

CITY DEVELOPMENT SERVICES DIRECTOR _____ DATE _____

CERTIFICATE OF APPROVAL BY THE BOARD OF CITY COMMISSIONERS

THIS IS TO CERTIFY THAT ON _____, 2024, THE FOREGOING PLAT WAS APPROVED BY THE CITY COMMISSIONERS OF OCOEE, FLORIDA.

CITY ATTORNEY _____ MAYOR OF OCOEE _____

CITY CLERK _____ (SEAL)

CERTIFICATE OF COUNTY COMPTROLLER

I HEREBY CERTIFY THAT THE FOREGOING PLAT WAS RECORDED IN THE ORANGE COUNTY OFFICIAL RECORDS ON _____, 2024 AS FILE NO. _____, COUNTY COMPTROLLER IN AND FOR ORANGE COUNTY, FLORIDA.

BY: _____ (SEAL)

CERTIFICATE OF REVIEW BY CITY SURVEYOR

I HEREBY CERTIFY THAT I HAVE REVIEWED THE FOREGOING PLAT AND FIND THAT IT IS IN CONFORMITY WITH CHAPTER 177, FLORIDA STATUTES.

CITY SURVEYOR _____ DATE _____

PRINTED NAME: MAX RAMOS, P.S.M. 6458

COMPANY: WSP USA ENVIRONMENT & INFRASTRUCTURE, INC. LB 7932
ADDRESS: 550 NORTHLAKE BOULEVARD, SUITE 1000
ALTAMONTE SPRINGS, FLORIDA 32701 (SEAL)

SHEET 1 OF 7

A REPLAT OF TRACTS FD-1 AND FD-2, WYNWOOD PHASE 1 & 2 ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 109, PAGES 130-142, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA
LOCATED IN SECTIONS 33 AND 34, TOWNSHIP 21 SOUTH, RANGE 28 EAST
LOCATED IN THE CITY OF OCOEE, ORANGE COUNTY, FLORIDA

SHEET INDEX

SHEET 1 – COVER SHEET
SHEET 2 – OVERALL BOUNDARY AND KEY MAP
SHEETS 3-7 – DETAIL SHEETS



PLAT	
BOOK :	PAGE:

WYNWOOD PHASE 3 & 4

A REPLAT OF TRACTS FD-1 AND FD-2, WYNWOOD PHASE 1 & 2 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 109, PAGES 130-142, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA
LOCATED IN SECTIONS 33 AND 34, TOWNSHIP 21 SOUTH, RANGE 28 EAST
LOCATED IN THE CITY OF OCOEE, ORANGE COUNTY, FLORIDA

PLAT BOOK : PAGE:

UNPLATTED

NW CORNER OF SECTION 34-T21S-R28E CALCULATED PER CCR #096673 NOTHING FOUND OR SET
W LINE OF THE NW 1/4 OF SECTION 34-T21S-R28E

TRACT OS-1 LOT 7 LOT 8 LOT 9

L=116.97'
R=765.00'
 $\Delta = 08^{\circ}45'39''$
CB=S08°37'50"E
CH=116.86'

L=31.52'
R=935.00'
 $\Delta = 01^{\circ}55'54''$
CB=N05°23'48"W
CH=31.52'

N84°45'22"E 170.02'

WYNWOOD PHASE 1 & 2 (PB 109, PGS 130-142)

LOT 10 LOT 20 LOT 21 LOT 22

N83°56'37"E 120.00'

PNT

C173 C172 C171 C170 C169 C168 C167 C166 C165 C164 C163 C162 C161 C160 C159 C158 C157 C156 C155 C154 C153 C152 C151 C150 C149 C148 C147 C146 C145 C144 C143 C142 C141 C140 C139 C138 C137 C136 C135 C134 C133 C132 C131 C130 C129 C128 C127 C126 C125 C124 C123 C122 C121 C120 C119 C118 C117 C116 C115 C114 C113 C112 C111 C110 C109 C108 C107 C106 C105 C104 C103 C102 C101 C100 C99 C98 C97 C96 C95 C94 C93 C92 C91 C90 C89 C88 C87 C86 C85 C84 C83 C82 C81 C80 C79 C78 C77 C76 C75 C74 C73 C72 C71 C70 C69 C68 C67 C66 C65 C64 C63 C62 C61 C60 C59 C58 C57 C56 C55 C54 C53 C52 C51 C50 C49 C48 C47 C46 C45 C44 C43 C42 C41 C40 C39 C38 C37 C36 C35 C34 C33 C32 C31 C30 C29 C28 C27 C26 C25 C24 C23 C22 C21 C20 C19 C18 C17 C16 C15 C14 C13 C12 C11 C10 C9 C8 C7 C6 C5 C4 C3 C2 C1

ASHWOOD BLUFF DRIVE

S LINE OF THE NE 1/4 OF SECTION 33-T21S-R28E

S LINE OF THE NW 1/4 OF SECTION 34-T21S-R28E

TRACT SW-7 (STORMWATER)

TRACT P-6 (PARK)

TRACT C-1 WYNWOOD PHASE 1 & 2 (PB 109, PGS 130-142)

TROUT LAKE

MATCH LINE "A" - SEE SHEET 4

DRAWN BY: [Signature]

DATE: 10/20/2011

CURVE TABLE (THIS SHEET ONLY)

C	L	R	Δ	CH	CB
C1	230.27'	910.00'	14°29'53"	229.65'	N02°50'26"E
C2	574.98'	2000.00'	16°28'18"	573.00'	S73°35'16"E
C3	194.48'	1250.00'	08°54'50"	194.28'	S77°22'00"E
C35	173.79'	885.00'	11°15'05"	173.51'	S01°14'27"W
C36	40.00'	25.00'	91°40'11"	35.87'	S52°42'05"W
C37	477.32'	1975.00'	13°50'50"	476.16'	N74°32'24"W
C38	33.45'	25.00'	76°39'27"	31.01'	N29°17'15"W
C39	244.20'	55.00'	254°23'35"	87.62'	S61°50'42"W
C40	582.16'	2025.00'	16°28'18"	580.16'	S73°35'16"E
C41	160.04'	1225.00'	07°29'07"	159.92'	S78°04'51"E
C42	157.18'	1275.00'	07°03'48"	157.08'	S78°17'31"E
C43	38.76'	25.00'	88°49'44"	34.99'	S37°42'33"E
C44	186.63'	935.00'	11°26'10"	186.32'	S01°17'47"W
C112	593.18'	2145.10'	15°50'41"	593.18'	S73°54'04"E
C113	63.66'	2145.10'	01°42'01"	63.66'	N66°49'45"W
C114	63.66'	2145.10'	01°42'01"	63.66'	N68°31'46"W
C115	63.66'	2145.10'	01°42'01"	63.66'	N70°13'48"W
C116	63.66'	2145.10'	01°42'01"	63.66'	N71°55'50"W

CURVE TABLE (THIS SHEET ONLY)

C	L	R	Δ	CH	CB
C117	63.66'	2145.10'	01°42'01"	63.66'	N73°37'52"W
C118	63.66'	2145.10'	01°42'01"	63.66'	N75°19'53"W
C119	63.66'	2145.10'	01°42'01"	63.66'	N77°01'55"W
C120	63.66'	2145.10'	01°42'01"	63.66'	N78°43'57"W
C121	68.96'	2145.10'	01°50'31"	68.96'	N80°30'13"W
C122	14.94'	2145.10'	00°23'56"	14.94'	S81°37'27"E
C123	7.54'	25.00'	17°17'03"	7.51'	N00°23'58"E
C124	25.91'	25.00'	59°22'24"	24.76'	N37°55'46"W
C125	42.35'	1975.00'	01°13'42"	42.34'	N68°13'50"W
C126	63.99'	1975.00'	01°51'23"	63.99'	N69°46'22"W
C127	63.99'	1975.00'	01°51'23"	63.99'	N71°37'45"W
C128	63.99'	1975.00'	01°51'23"	63.99'	N73°29'09"W
C129	63.99'	1975.00'	01°51'23"	63.99'	N75°20'32"W
C130	63.99'	1975.00'	01°51'23"	63.99'	N77°11'55"W
C131	63.99'	1975.00'	01°51'23"	63.99'	N79°03'18"W
C132	51.03'	1975.00'	01°28'49"	51.03'	N80°43'24"W
C133	94.82'	885.00'	06°08'19"	94.77'	S03°47'50"W
C134	78.97'	885.00'	05°06'46"	78.95'	S01°49'43"E

CURVE TABLE (THIS SHEET ONLY)

C	L	R	Δ	CH	CB
C135	175.77'	55.00'	183°06'21"	109.96'	N82°30'41"W
C136</					

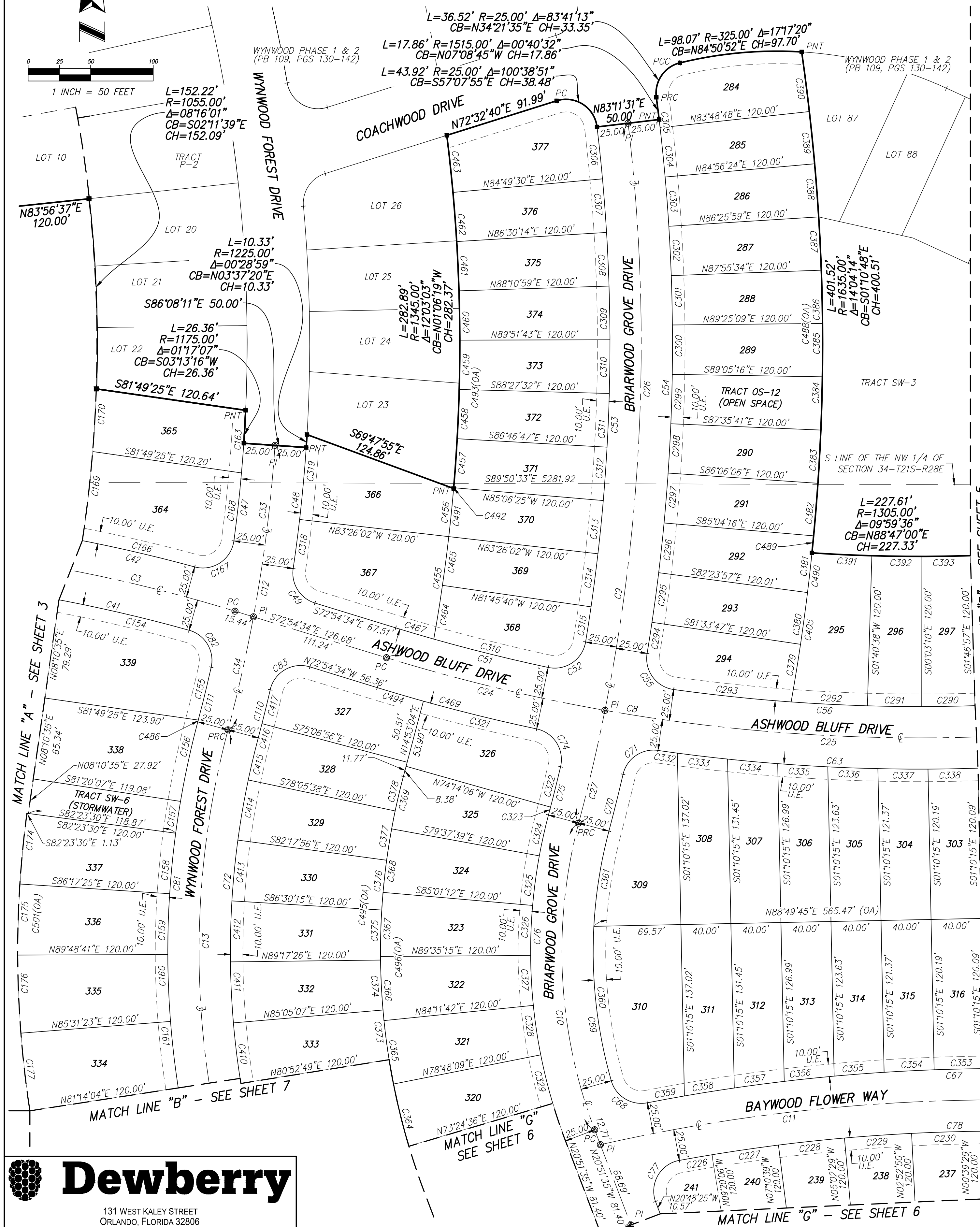
WYNWOOD PHASE 3 & 4

A REPLAT OF TRACTS FD-1 AND FD-2, WYNWOOD PHASE 1 & 2 ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 109, PAGES 130-142, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA
LOCATED IN SECTIONS 33 AND 34, TOWNSHIP 21 SOUTH, RANGE 28 EAST
LOCATED IN THE CITY OF OCOEE, ORANGE COUNTY, FLORIDA

PLAT

BOOK :

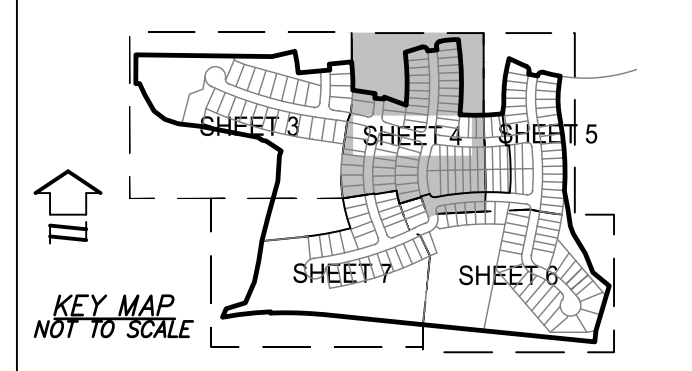
PAGE:



CURVE TABLE (THIS SHEET ONLY)					
C	L	R	Δ	CH	CB
C3	194.48'	1250.00'	08°54'50"	194.28'	S77°22'00"E
C8	693.50'	1450.00'	27°24'10"	686.80'	S86°36'40"E
C9	564.13'	1490.00'	21°41'33"	560.76'	N04°02'18"E
C10	249.54'	400.00'	35°44'38"	245.51'	N02°59'15"W
C11	581.32'	1450.00'	22°58'13"	577.43'	S88°43'15"W
C12	230.82'	1200.00'	11°01'15"	230.47'	S09°22'27"W
C13	430.46'	690.00'	35°44'38"	423.51'	S02°59'15"E
C14	179.71'	1450.00'	07°06'04"	179.60'	S76°27'36"E
C25	513.79'	1450.00'	20°18'06"	511.10'	N89°50'18"E
C26	471.61'	1490.00'	18°08'06"	469.65'	N02°15'34"E
C27	92.51'	1490.00'	03°33'26"	92.50'	N13°06'21"E
C28	138.21'	1200.00'	06°35'56"	138.13'	N07°09'47"E
C29	92.61'	1200.00'	04°25'18"	92.59'	N12°40'25"E
C41	160.04'	1225.00'	07°29'07"	159.92'	S78°04'51"E
C42	157.18'	1275.00'	07°03'48"	157.08'	S78°17'31"E
C47	78.48'	1175.00'	03°49'36"	78.47'	N05°46'37"E
C48	97.35'	1225.00'	04°33'12"	97.33'	S06°08'25"W
C49	35.49'	25.00'	81°19'35"	32.58'	S32°14'46"E
C51	126.03'	1425.00'	05°04'02"	125.99'	S75°26'35"E
C52	40.44'	25.00'	92°40'27"	36.17'	N55°41'10"E
C53	413.12'	1465.00'	16°09'25"	411.75'	N01°16'13"E
C54	428.30'	1515.00'	16°11'51"	426.87'	S01°17'27"W
C55	39.91'	25.00'	91°27'36"	35.80'	S36°20'25"E
C56	462.70'	1425.00'	18°36'14"	460.67'	N88°37'39"E
C63	478.97'	1475.00'	18°38'39"	477.86'	S88°49'45"W
C67	493.58'	1475.00'	19°10'21"	491.28'	N88°31'57"E
C68	37.12'	25.00'	85°04'55"	33.81'	S58°30'46"E
C69	201.95'	375.00'	30°51'22"	199.52'	S00°32'37"E
C70	46.75'	175.00'	01°46'06"	46.74'	N14°00'02"W
C71	37.10'	25.00'	85°02'04"	33.79'	S55°38'02"W
C72	414.86'	665.00'	35°44'38"	408.17'	S02°59'15"E
C74	39.86'	25.00'	91°21'04"	35.77'	N32°20'48"W
C75	39.78'	1465.00'	01°33'20"	39.78'	N14°06'24"E
C76	265.14'	425.00'	35°44'38"	260.86'	S02°59'15"E
C77	43.14'	25.00'	98°51'51"	37.98'	N30°10'09"E
C78	464.25'	1425.00'	18°39'58"	462.20'	N88°56'04"E
C81	446.07'	715.00'	35°44'38"	438.86'	S02°59'15"E
C82	37.98'	25.00'	87°02'00"	34.43'	S30°49'17"E
C83	41.04'	25.00'	94°03'36"	36.59'	S60°03'38"W
C110	39.64'	1225.00'	01°51'15"	39.64'	S13°57'27"W
C111	44.90'	1175.00'	02°11'21"	44.89'	S13°47'24"W
C154	106.90'	1225.00'	04°59'58"	106.86'	N76°50'17"W
C155	43.45'	1175.00'	02°07'07"	43.45'	N13°45'17"E
C156	65.11'	715.00'	05°13'01"	65.08'	S12°16'33"W
C157	25.70'	715.00'	02°03'32"	25.70'	S08°38'16"W
C158	48.65'	715.00'	03°53'54"	48.64'	S05°39'32"W
C159	48.65'	715.00'	03°53'54"	48.64'	S01°45'38"W
C160	53.52'	715.00'	04°17'18"	53.50'	S02°19'58"E
C161	53.52'	715.00'	04°17'18"	53.50'	S06°37'17"E
C163	23.79'	1175.00'	02°26'43"	23.79'	N03°48'04"E
C166	92.28'	1275.00'	04°08'48"	92.26'	S76°50'01"E
C167	42.56'	25.00'	97°32'57"	37.61'	N56°27'55"E
C168	54.69'	1175.00'	02°39'59"	54.68'	N06°21'26"E
C169	71.68'	1055.00'	03°53'34"	71.67'	N06°36'40"E
C170	50.19'	1055.00'	02°43'31"	50.18'	N03°18'07"E
C174	56.81'	835.00'	03°53'54"	56.80'	S05°39'32"W
C175	56.81'	835.00'	03°53'54"	56.80'	S01°45'38"W
C176	62.50'	835.00'	04°17'18"	62.48'	S02°19'58"E
C177	62.50'	835.00'	04°17'18"	62.48'	S06°37'17"E
C226	26.46'	1425.00'	01°03'49"	26.45'	N80°07'59"E
C227	53.66'	1425.00'	02°09'27"	53.66'	N81°44'38"E

SHEET INDEX

SHEET 1 - COVER SHEET
SHEET 2 - OVERALL BOUNDARY AND KEY MAP
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SHEET 4 OF 7

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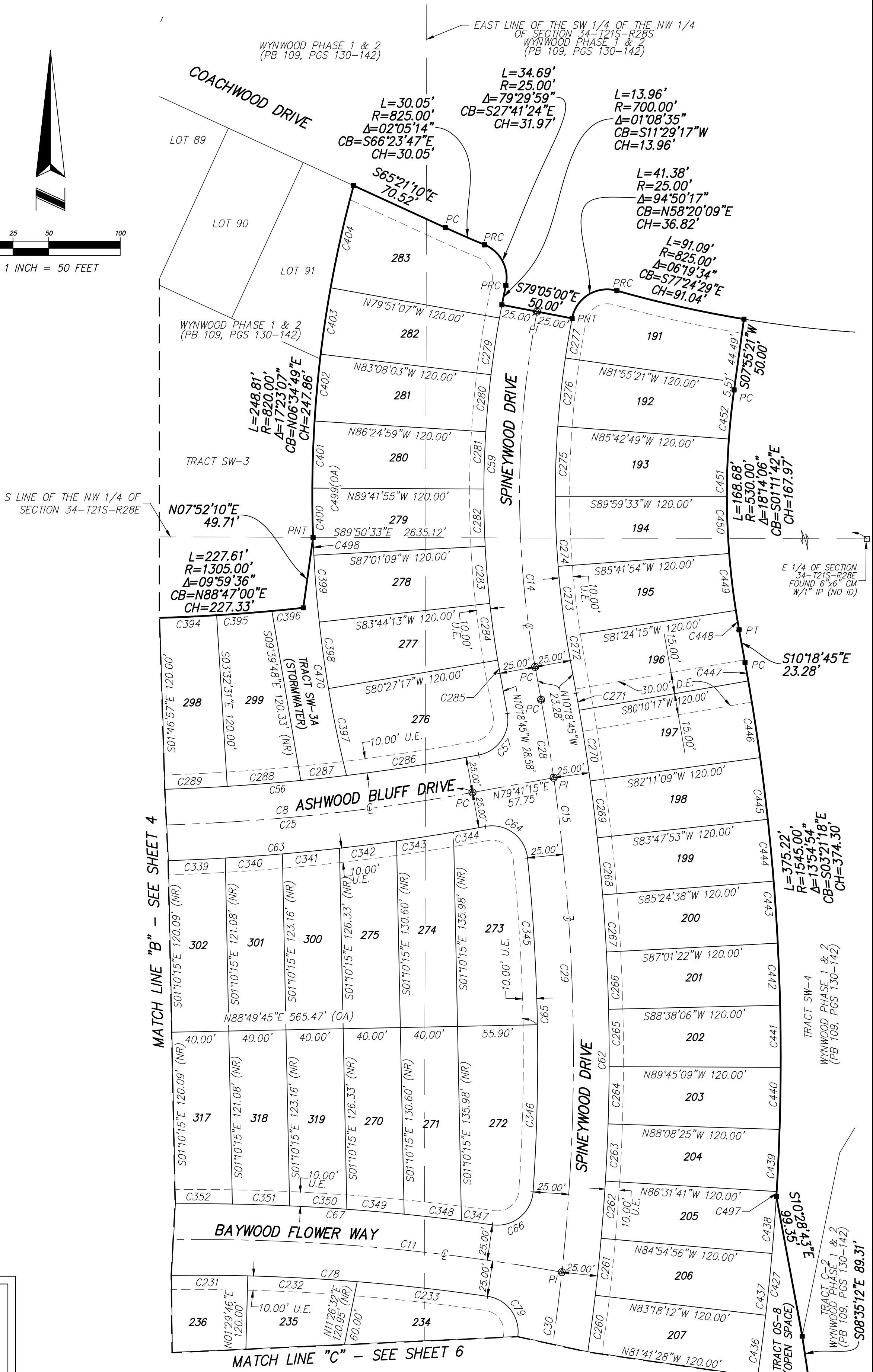
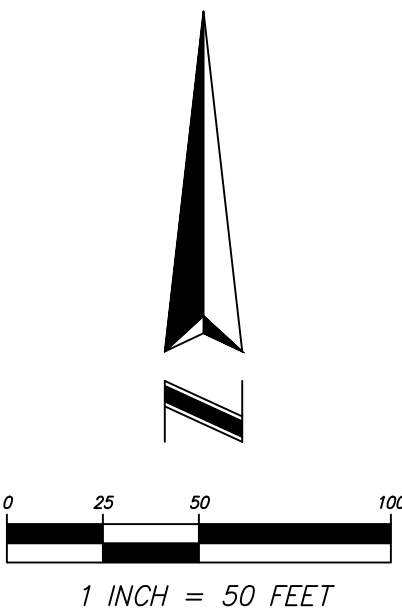
WYNWOOD PHASE 3 & 4

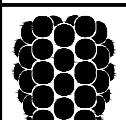
A REPLAT OF TRACTS FD-1 AND FD-2, WYNWOOD PHASE 1 & 2 ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 109, PAGES 130-142, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA
LOCATED IN SECTIONS 33 AND 34, TOWNSHIP 21 SOUTH, RANGE 28 EAST
LOCATED IN THE CITY OF OCOEE, ORANGE COUNTY, FLORIDA

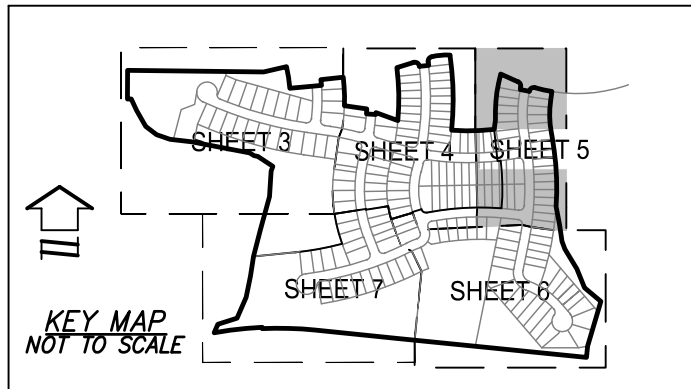
PLAT
BOOK : PAGE:

CURVE TABLE (THIS SHEET ONLY)					
C	L	R	Δ	CH	CB
C8	693.50'	1450.00'	27°24'10"	686.90'	S86°36'40"E
C11	581.32'	1450.00'	22°58'13"	577.43'	S88°43'15"W
C14	250.10'	675.00'	21°13'45"	248.67'	S00°18'08"W
C15	531.57'	1400.00'	21°45'16"	528.38'	N00°33'53"E
C25	513.79'	1450.00'	20°18'06"	511.10'	N89°50'18"E
C28	55.35'	1400.00'	02°15'54"	55.34'	N09°10'48"W
C29	346.97'	1400.00'	14°12'00"	346.09'	N00°56'50"W
C30	129.24'	1400.00'	05°17'21"	129.20'	N08°47'51"E
C56	462.70'	1425.00'	18°36'14"	460.67'	N88°37'39"E
C57	39.11'	25.00'	89°38'17"	35.24'	N34°30'24"E
C59	258.36'	700.00'	21°13'45"	257.88'	N00°18'08"E
C60	240.84'	650.00'	21°13'45"	239.46'	N00°18'08"E
C62	541.04'	1425.00'	21°45'16"	537.81'	N00°33'53"E
C63	479.97'	1475.00'	18°38'39"	477.86'	S88°49'45"W
C64	41.30'	25.00'	94°39'19"	36.76'	N53°09'56"W
C65	234.02'	1375.00'	09°45'05"	233.74'	N00°57'43"W
C66	41.10'	25.00'	94°12'19"	36.63'	N51°00'59"E
C67	493.58'	1475.00'	19°10'21"	491.28'	N88°31'57"E
C78	464.25'	1425.00'	18°39'58"	462.20'	N88°56'04"E
C79	38.22'	25.00'	89°53'38"	35.32'	S36°47'07"E
C231	53.57'	1425.00'	02°09'14"	53.57'	S89°34'51"E
C232	76.64'	1425.00'	03°04'53"	76.63'	S86°57'47"E
C233	91.77'	1425.00'	03°41'23"	91.76'	S83°34'38"E
C260	40.10'	1425.00'	01°36'44"	40.10'	N07°30'10"E
C261	40.10'	1425.00'	01°36'44"	40.10'	N05°53'26"E
C262	40.10'	1425.00'	01°36'44"	40.10'	N04°16'42"E
C263	40.10'	1425.00'	01°36'44"	40.10'	N02°39'57"E
C264	40.10'	1425.00'	01°36'44"	40.10'	N01°03'13"E
C265	40.10'	1425.00'	01°36'44"	40.10'	N00°33'32"W
C266	40.10'	1425.00'	01°36'44"	40.10'	N02°10'16"W
C267	40.10'	1425.00'	01°36'44"	40.10'	N03°47'00"W
C268	40.10'	1425.00'	01°36'44"	40.10'	N05°23'45"W
C269	40.10'	1425.00'	01°36'44"	40.10'	N07°00'29"W
C270	50.10'	1425.00'	02°00'51"	50.10'	N08°49'17"W
C271	12.02'	1425.00'	00°29'01"	12.03'	N10°04'14"W
C272	17.36'	650.00'	01°31'51"	17.37'	N09°32'49"W
C273	49.10'	650.00'	04°19'39"	49.08'	N06°37'03"W
C274	49.10'	650.00'	04°19'40"	49.09'	N02°17'23"W
C275	49.10'	650.00'	04°19'40"	49.09'	N02°02'17"E
C276	48.04'	650.00'	04°14'04"	48.03'	N06°19'09"E
C277	28.14'	650.00'	02°28'48"	28.13'	N09°40'36"E
C278	23.35'	700.00'	01°54'41"	23.35'	N11°06'14"E
C279	40.10'	700.00'	03°16'56"	40.09'	N08°30'25"E
C280	40.10'	700.00'	03°16'56"	40.09'	N05°13'29"E
C281	40.10'	700.00'	03°16'56"	40.09'	N01°56'33"E
C282	40.10'	700.00'	03°16'56"	40.09'	N01°20'23"W
C283	40.10'	700.00'	03°16'56"	40.09'	N04°37'19"W
C284	40.10'	700.00'	03°16'56"	40.09'	N07°54'15"W
C285	9.37'	700.00'	00°46'01"	9.37'	N09°55'44"W
C286	93.61'	1425.00'	03°45'50"	93.60'	N81°12'27"E
C287	32.22'	1425.00'	01°17'43"	32.22'	N83°44'14"E
C288	51.56'	1425.00'	02°04'22"	51.55'	N85°25'18"E
C289	43.76'	1425.00'	01°45'33"	43.76'	N87°20'16"E

CURVE TABLE (THIS SHEET ONLY)					
C	L	R	Δ	CH	CB
C339	40.01'	1475.00'	01°33'15"	40.01'	S87°24'34"W
C340	40.06'	1475.00'	01°33'21"	40.05'	S85°51'15"W
C341	40.13'	1475.00'	01°33'31"	40.13'	S84°17'49"W
C342	40.23'	1475.00'	01°33'45"	40.23'	S82°44'10"W
C343	40.36'	1475.00'	01°34'04"	40.36'	S81°10'16"W
C344	22.65'	1475.00'	00°52'48"	22.66'	S79°56'49"W
C345	116.97'	1375.00'	04°52'26"	116.93'	N03°24'03"W
C346	117.05'	1375.00'	04°52'38"	117.01'	N01°28'30"E
C347	21.82'	1475.00'	00°50'52"	21.83'	S82°18'18"E
C348	40.36'	1475.00'	01°34'04"	40.36'	S83°30'46"E
C349	40.23'	1475.00'	01°33'45"	40.23'	S85°04'41"E
C350	40.13'	1475.00'	01°33'31"	40.13'	S86°38'19"E
C351	40.06'	1475.00'	01°33'21"	40.05'	S88°11'46"E
C352	40.01'	1475.00'	01°33'15"	40.01'	S89°45'04"E
C394	40.07'	1305.00'	01°45'33"	40.07'	N87°20'16"E
C395	38.72'	1305.00'	01°42'00"	38.72'	N85°36'29"E
C396	22.13'	1305.00'	00°58'17"	22.13'	N84°16'21"E
C397	62.11'	820.00'	04°20'24"	62.10'	S11°42'55"E
C398	46.97'	820.00'	03°16'56"	46.97'	S07°54'15"E
C399	46.97'	820.00'	03°16'56"	46.97'	S04°37'19"E
C400	34.55'	820.00'	02°24'51"	34.54'	S00°54'21"E
C401	46.97'	820.00'	03°16'56"	46.97'	S01°56'33"W
C402	46.97'	820.00'	03°16'56"	46.97'	S05°13'29"W
C403	46.97'	820.00'	03°16'56"	46.97'	S08°30'25"W
C404	73.35'	820.00'	05°07'29"	73.32'	S12°42'38"W
C427	259.52'	1545.00'	09°37'27"	259.22'	S08°24'53"W
C436	43.48'	1545.00'	01°36'44"	43.48'	S07°30'10"W
C437	43.48'	1545.00'	01°36'44"	43.48'	S05°53'26"W
C438	39.96'	1545.00'	01°28'55"	39.96'	S04°20'36"W
C439	43.48'	1545.00'	01°36'44"	43.48'	S01°39'57"W
C440	43.48'	1545.00'	01°36'44"	43.48'	S01°03'13"W
C441	43.48'	1545.00'	01°36'44"	43.48'	S00°33'32"E
C442	43.48'	1545.00'	01°36'44"	43.48'	S02°10'16"E
C443	43.48'	1545.00'	01°36'44"	43.48'	S03°47'00"E
C445	43.48'	1545.00'	01°36'44"	43.48'	S07°00'29"E
C446	54.32'	1545.00'	02°00'51"	54.32'	S08°49'17"E
C447	13.05'	1545.00'	00°29'01"	13.05'	N10°04'14"W
C448	13.78'	530.00'	01°29'20"	13.77'	S09°34'05"E
C449	40.10'	530.00'	04°20'07"	40.09'	S06°39'21"E
C450	40.10'	530.00'	04°20'07"	40.10'	S02°19'14"E
C451	40.10'	530.00'	04°20'07"	40.09'	S02°00'54"W
C452	34.60'	530.00'	03°44'22"	34.59'	S06°03'09"W
C470	168.49'	820.00'	11°46'22"	168.20'	S07°59'56"E
C497	3.52'	1545.00'	00°07'50"	3.52'	S03°32'14"W
C498	12.43'	820.00'	00°52'06"	12.43'	S02°32'48"E
C499	417.29'	820.00'	29°09'30"	412.82'	S00°41'38"W



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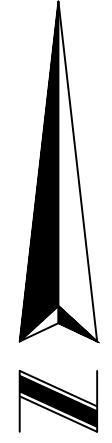
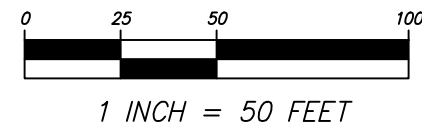
SHEET INDEX

SHEET 1 - COVER SHEET
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WYNWOOD PHASE 3 & 4

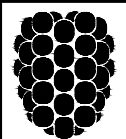
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PLAT
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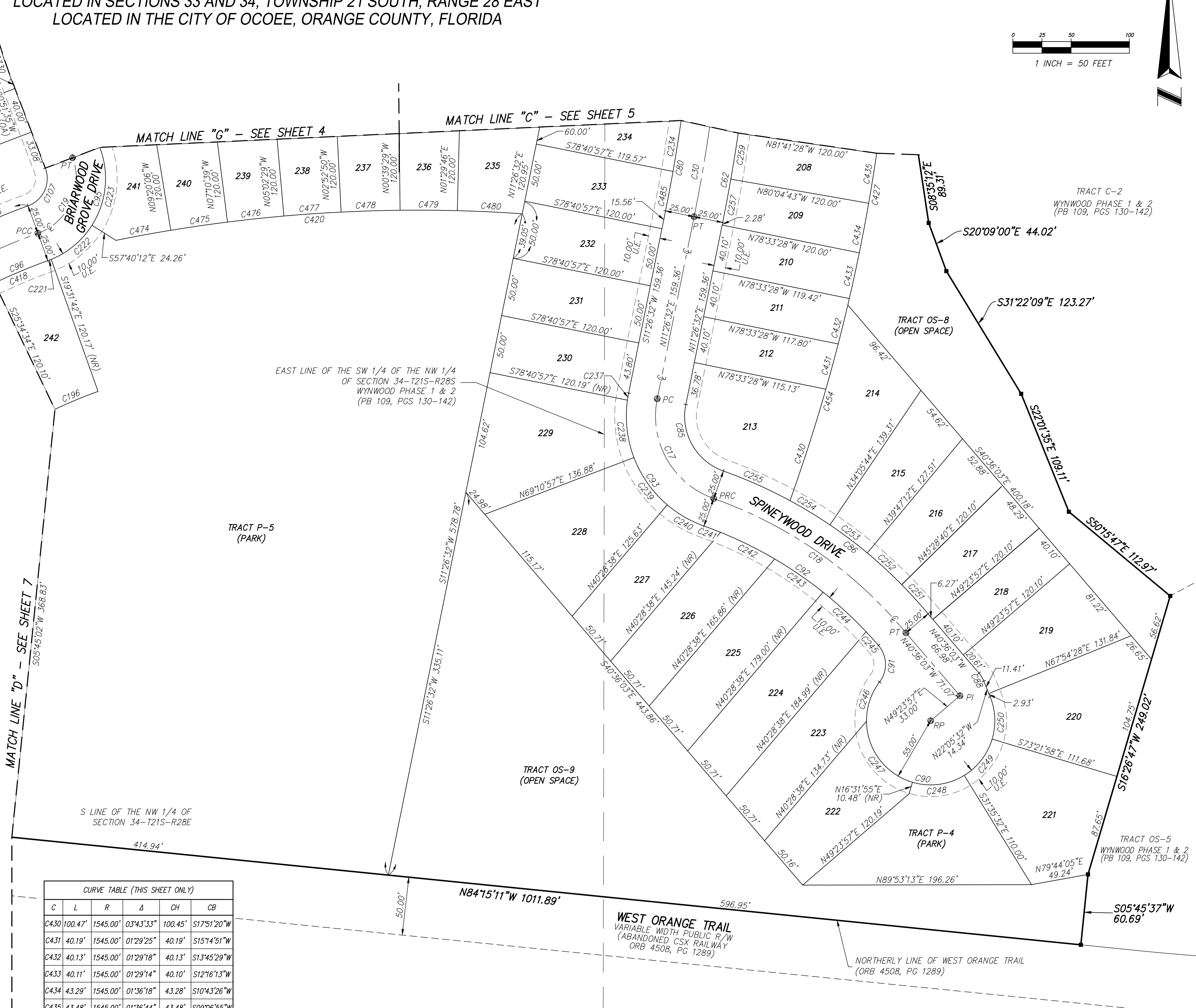


CURVE TABLE (THIS SHEET ONLY)					
C	L	R	Δ	CH	CB
C17	107.22'	75.00'	81°54'25"	98.32'	S29°30'41"E
C18	203.58'	378.77'	30°47'42"	201.14'	N55°03'59"W
C19	79.39'	50.00'	90°58'24"	71.31'	N24°37'38"E
C20	60.23'	525.00'	06°34'24"	60.20'	N66°49'38"E
C21	573.73'	1703.92'	19°17'32"	571.02'	N73°11'12"E
C30	129.24'	1400.00'	05°17'21"	129.20'	N08°47'51"E
C62	541.04'	1425.00'	21°45'16"	537.81'	N00°33'53"E
C80	78.72'	1375.00'	03°16'49"	78.71'	S09°48'07"W
C85	71.48'	50.00'	81°54'25"	65.54'	N29°30'41"W
C86	216.62'	403.71'	30°44'37"	214.03'	N55°05'36"W
C88	8.08'	25.00'	18°30'31"	8.04'	N31°20'48"W
C90	229.67'	55.00'	23°15'26"	95.62'	S82°27'49"E
C91	34.00'	25.00'	77°55'45"	31.44'	S01°47'59"E
C92	183.37'	353.73'	29°42'02"	181.32'	S55°36'52"E
C93	142.95'	100.00'	81°54'25"	131.09'	S29°30'41"E
C95	119.08'	75.00'	90°58'24"	106.96'	N24°37'38"E
C96	57.37'	500.00'	06°34'24"	57.33'	N66°49'38"E
C105	126.26'	1678.92'	4°18'31"	126.23'	N65°41'42"E
C106	63.10'	550.00'	06°34'24"	63.07'	N66°49'38"E
C107	39.69'	25.00'	90°58'24"	35.65'	N24°37'38"E
C196	40.10'	379.90'	06°10'52"	40.08'	S67°26'52"W
C221	3.12'	75.00'	02°23'07"	3.12'	N68°55'16"E
C222	46.34'	75.00'	35°23'54"	45.60'	N50°01'45"E
C223	69.62'	75.00'	53°11'22"	67.15'	N05°44'07"E
C234	44.28'	1375.00'	01°50'41"	44.27'	S09°05'03"W
C237	6.20'	100.00'	03°33'16"	6.20'	S09°39'54"W
C238	50.10'	100.00'	28°42'18"	49.58'	S06°27'54"E
C239	50.10'	100.00'	28°42'18"	49.58'	S35°10'12"E
C240	36.55'	100.00'	20°56'31"	36.35'	S59°59'38"E
C241	15.25'	353.73'	02°28'13"	15.25'	S69°13'47"E
C242	51.74'	353.73'	08°22'52"	51.70'	S63°48'14"E
C243	50.42'	353.73'	08°09'59"	50.38'	S55°31'48"E
C244	50.18'	353.73'	08°07'38"	50.13'	S47°22'58"E
C245	15.78'	353.73'	02°33'17"	15.77'	S42°02'30"E
C246	36.04'	55.00'	37°32'48"	35.40'	S18°23'30"W
C247	70.16'	55.00'	73°05'10"	65.50'	S36°55'30"E
C248	46.20'	55.00'	48°07'26"	44.85'	N82°28'11"E
C249	40.10'	55.00'	41°46'25"	39.22'	N37°31'15"E
C250	37.17'	55.00'	38°43'34"	36.47'	N02°43'45"W
C251	33.82'	403.71'	04°48'03"	33.82'	N42°07'19"W
C252	40.10'	403.71'	05°41'27"	40.08'	N47°22'04"W
C253	40.10'	403.71'	05°41'27"	40.08'	N53°03'32"W
C254	40.10'	403.71'	05°41'27"	40.08'	N58°45'00"W
C255	62.50'	403.71'	08°52'10"	62.43'	N66°01'50"W
C257	37.82'	1425.00'	01°31'14"	37.82'	N10°40'54"E
C259	40.10'	1425.00'	01°36'44"	40.10'	N09°06'55"E
C330	31.67'	425.00'	04°16'10"	31.66'	N18°43'29"W
C363	40.61'	545.00'	04°16'10"	40.60'	S18°43'29"E
C418	49.66'	500.00'	05°41'24"	49.64'	N67°16'08"E
C420	350.29'	1305.00'	15°22'46"	349.24'	S86°15'12"W
C427	259.52'	1545.00'	09°37'27"	259.22'	S08°24'53"W

CURVE TABLE (THIS SHEET ONLY)					
C	L	R	Δ	CH	CB
C430	100.47'	1545.00'	03°43'33"	100.45'	S17°51'20"W
C431	40.19'	1545.00'	01°29'25"	40.19'	S15°14'51"W
C432	40.13'	1545.00'	01°29'18"	40.13'	S13°45'29"W
C433	40.11'	1545.00'	01°29'14"	40.10'	S12°16'13"W
C434	43.29'	1545.00'	01°36'18"	43.28'	S10°43'26"W
C435	43.48'	1545.00'	01°36'44"	43.48'	S09°06'55"W
C454	175.05'	1545.00'	06°29'30"	174.96'	S16°28'22"W
C474	47.86'	1305.00'	02°06'05"	47.86'	S79°36'51"W
C475	49.14'	1305.00'	02°09'27"	49.14'	S81°44'38"W
C476	48.65'	1305.00'	02°08'09"	48.65'	S83°53'26"W
C477	49.22'	1305.00'	02°09'38"	49.21'	S86°02'21"W
C478	50.62'	1305.00'	02°13'21"	50.62'	S88°13'51"W
C479	49.06'	1305.00'	02°09'14"	49.06'	N89°34'51"W
C480	55.74'	1305.00'	02°26'49"	55.73'	N87°16'49"W
C485	34.44'	1375.00'	01°26'07"	34.45'	S10°43'28"W

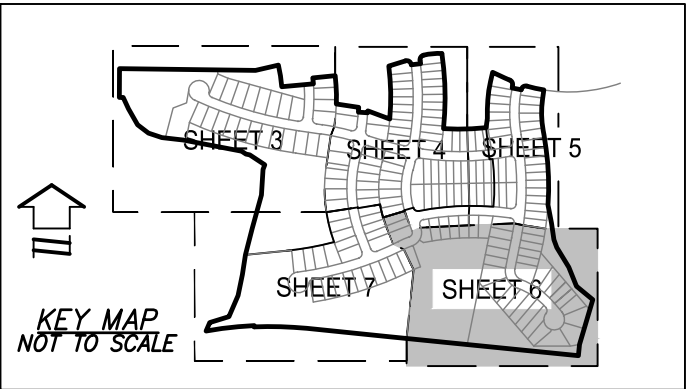
**Dewberry**

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011



SHEET INDEX

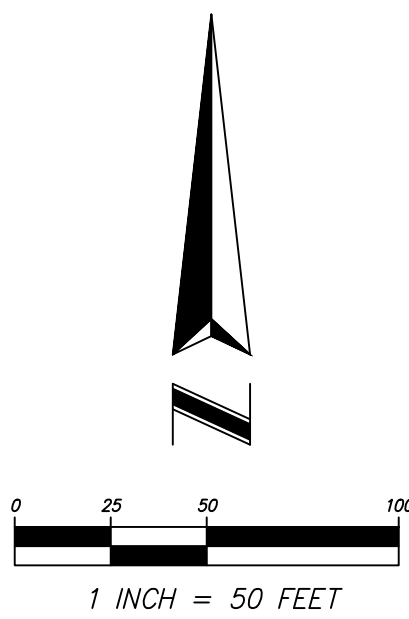
SHEET 1 - COVER SHEET
SHEET 2 - OVERALL BOUNDARY AND KEY MAP
SHEETS 3-7 - DETAIL SHEETS



WYNWOOD PHASE 3 & 4

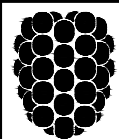
A REPLAT OF TRACTS FD-1 AND FD-2, WYNWOOD PHASE 1 & 2 ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 109, PAGES 130-142, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA
LOCATED IN SECTIONS 33 AND 34, TOWNSHIP 21 SOUTH, RANGE 28 EAST
LOCATED IN THE CITY OF OCOEE, ORANGE COUNTY, FLORIDA

PLAT
BOOK : PAGE:



SHEET INDEX

SHEET 1 - COVER SHEET
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SHEETS 3-7 - DETAIL SHEETS



Dewberry

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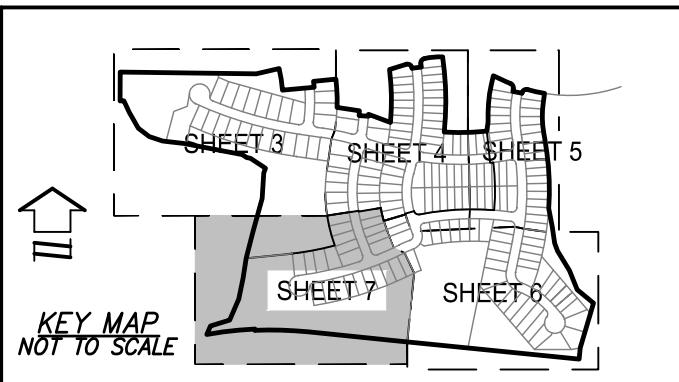
CURVE TABLE (THIS SHEET ONLY)					
C	L	R	Δ	CH	CB
C13	430.46'	690.00'	35°44'38"	423.51'	S02°59'15"E
C21	573.73'	1703.92'	191°7'32"	571.02'	N73°11'12"E
C31	179.27'	1703.92'	06°01'40"	179.18'	N66°33'16"E
C32	394.46'	1703.92'	131°5'51"	393.58'	N76°12'02"E
C72	414.86'	665.00'	35°44'38"	408.17'	S02°59'15"E
C81	446.07'	715.00'	35°44'38"	438.86'	S02°59'15"E
C97	505.33'	1728.92'	16°44'47"	503.54'	N71°54'50"E
C98	32.42'	25.00'	74°18'01"	30.20'	N43°08'13"E
C99	247.18'	55.00'	25°29'47"	85.79'	S45°15'55"E
C100	336.90'	1686.38'	11°26'47"	336.34'	S77°03'05"W
C101	40.22'	25.00'	92°10'25"	36.02'	S28°13'38"W
C104	39.83'	25.00'	91°17'28"	35.75'	S66°30'19"E
C105	126.26'	1678.92'	04°18'31"	126.23'	N65°41'42"E
C178	56.81'	835.00'	03°53'54"	56.80'	S10°42'53"E
C179	56.81'	835.00'	03°53'54"	56.80'	S14°36'47"E

CURVE TABLE (THIS SHEET ONLY)					
C	L	R	Δ	CH	CB
C180	56.81'	835.00'	03°53'54"	56.80'	S18°30'42"E
C182	60.00'	1558.92'	02°12'19"	60.00'	S76°02'51"E
C183	60.08'	1558.92'	02°12'28"	60.07'	N78°15'15"E
C184	50.10'	1558.92'	01°50'28"	50.10'	N80°16'44"E
C185	60.10'	1558.92'	02°12'32"	60.10'	N82°18'15"E
C186	64.27'	1849.02'	01°59'30"	64.27'	S79°51'09"W
C187	64.27'	1849.02'	01°59'30"	64.27'	S77°51'39"W
C188	64.27'	1849.02'	01°59'30"	64.27'	S75°52'09"W
C189	53.58'	1849.02'	01°39'37"	53.58'	S74°02'36"W
C190	53.58'	1849.02'	01°39'37"	53.58'	S72°22'58"W
C191	53.58'	1849.02'	01°39'37"	53.58'	S70°43'21"W
C192	53.58'	1849.02'	01°39'37"	53.58'	S69°03'44"W
C193	53.58'	1849.02'	01°39'37"	53.58'	S67°24'07"W
C194	58.58'	1849.02'	01°48'54"	58.58'	S65°39'51"W
C195	39.24'	1849.02'	01°12'57"	39.24'	S64°08'55"W

CURVE TABLE (THIS SHEET ONLY)					
C	L	R	Δ	CH	CB
C197	48.65'	715.00'	03°53'54"	48.64'	S10°42'53"E
C198	48.65'	715.00'	03°53'54"	48.64'	S14°36'47"E
C199	48.65'	715.00'	03°53'54"	48.64'	S18°30'42"E
C200	4.97'	715.00'	00°23'55"	4.98'	S20°39'37"E
C201	94.27'	1686.38'	03°12'10"	94.26'	N72°55'46"E
C202	76.72'	1686.38'	02°36'24"	76.72'	S75°50'04"W
C203	67.02'	1686.38'	02°16'37"	67.02'	S78°16'35"W
C204	53.96'	1686.38'	01°49'59"	53.96'	S80°19'53"W
C205	44.93'	1686.38'	01°31'35"	44.93'	S82°00'41"W
C206	20.32'	55.00'	21°10'19"	20.21'	S72°53'49"W
C207	226.86'	55.00'	236°19'27"	96.98'	S55°51'04"E
C208	13.72'	25.00'	31°26'42"	13.55'	N21°42'33"E
C209	18.70'	25.00'	42°51'19"	18.27'	N58°51'34"E
C210	43.16'	1728.92'	01°25'49"	43.16'	N79°34'19"E
C211	60.10'	1728.92'	01°59'30"	60.10'	N77°51'39"E

CURVE TABLE (THIS SHEET ONLY)					
C	L	R	Δ	CH	CB
C212	60.10'	1728.92'	01°59'30"	60.10'	N75°52'09"E
C213	50.10'	1728.92'	01°39'37"	50.10'	N74°02'36"E
C214	50.10'	1728.92'	01°39'37"	50.10'	N72°22'58"E
C215	50.10'	1728.92'	01°39'37"	50.10'	N70°43'21"E
C216	50.10'	1728.92'	01°39'37"	50.10'	N69°03'44"E
C217	50.10'	1728.92'	01°39'37"	50.10'	N67°24'07"E
C218	55.10'	1728.92'	01°49'33"	55.10'	N65°39'32"E
C219	36.37'	1728.92'	01°12'19"	36.37'	N64°08'36"E
C220	7.71'	500.00'	00°52'59"	7.71'	N63°58'56"E
C363	40.61'	545.00'	04°16'10"	40.60'	S18°43'29"E
C370	31.67'	545.00'	03°19'45"	31.67'	S19°11'42"E
C371	40.00'	545.00'	04°12'18"	39.99'	S15°25'39"E
C372	40.00'	545.00'	04°12'18"	39.99'	S11°13'21"E
C406	126.26'	1678.92'	04°18'31"	126.23'	N65°41'42"E
C408	38.63'	665.00'	03°19'45"	38.64'	S19°11'42"E

CURVE TABLE (THIS SHEET ONLY)					
C	L	R	Δ	CH	CB
C409	48.81'	665.00'	04°12'18"	48.80'	S15°25'39"E
C421	558.54'	1849.02'	17°18'28"	556.43'	S72°11'40"W
C468	48.81'	665.00'	04°12'18"	48.80'	S11°13'21"E
C481	230.28'	1558.92'	08°27'49"	230.07'	N79°10'36"E
C482	403.84'	835.00'	27°42'39"	399.92'	S06°14'50"E
C483	11.03'	835.00'	00°45'24"	11.03'	S20°28'52"E
C496	299.39'	545.00'	00°51'10"	295.64'	S00°51'10"W
C500	5.81'	835.00'	00°23'56"	5.81'	S20°39'37"E
C501	414.86'	835.00'	28°28'02"	410.61'	S06°37'32"E



SHEET 7 OF 7



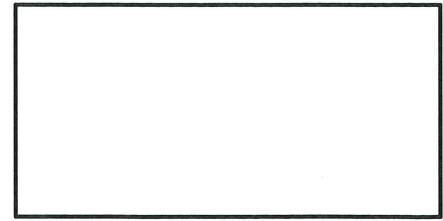
PERFORMANCE BOND

Bond No. 30231287

Development Services – Planning Division

1 N. Bluford Avenue | Ocoee, FL 34761

Phone: 407.905.3157



Received Date – Office Use Only

Know all men by these presents, that we, Jr. Davis Construction Co., Inc. & JTD Land at Wynwood, LLC, as principal, and Western Surety Company, as surety, are held and firmly bound unto the Board of City Commissioners of Ocoee, Florida, a municipal corporation in the State of Florida, hereinafter referred to as "City," in the penal sum of One Million Four Hundred Fifty-Nine Thousand Six Hundred Eighty-Nine and 78/100 dollars for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that:

WHEREAS, the above-named principal has applied to the City for approval of a planned subdivision of certain lands located in the City of Ocoee, Florida, which subdivision is to be known as Wynwood Phases 3&4 and is dated March 21, 2024, and has agreed as a condition of approval of said plan by the City to install the improvements shown on the subdivision plans and specifications dated November 27, 2023, which improvements may include, but are not limited to paving, curbing, grading, filling, storm sewers, sanitary sewers, bridges, surveying, engineering and land clearing and other similar improvements, and

WHEREAS, the approval of said subdivision plan by the City is further conditioned upon the furnishing of an adequate completion bond to be furnished to the City.

NOW THEREFORE, if the principal shall in all respects comply with the terms and conditions of the approval of said subdivision plan, these conditions being more specifically the completion of the improvements shown on the subdivision plan and specifications in accordance with the ordinances and regulations of the City of Ocoee, Florida, in regard to subdivision improvements and according to the plans, specifications and schedules covering said work and such approved additions, amendments or alterations as may be made in the plans, specifications and schedules for such work as approved by the City and shall complete all said work on or before October 1, 2025, then this obligation shall be voided, otherwise remaining in full force and effect.

And the said surety, for value received, hereby stipulates and agrees no change involving an extension of time, alteration or additions to the terms of the contract or to the work to be performed or materials to be furnished thereunder or in the plans, specifications and schedules covering same shall in any way affect said obligation of said surety on this bond and said surety does hereby waive notice of any such changes, extensions of time, alterations or additions to the work or the plan, specifications and schedules.

This bond shall be for the use and benefit of the City of Ocoee, Florida, if it should elect to proceed with said work upon the failure or refusal of the principal to complete said work by the date hereinabove specified or any subsequent date provided through an agreement between the principal and the City for an extension of time. It is expressly understood and agreed that the liability of the surety for any or all claims hereunder

PERFORMANCE BOND

shall in no event exceed the penal amount of this obligation herein stated. It is expressly understood that the City may declare the bond forfeited if the conditions herein have not been fully complied with in every respect and that the City may install the improvements and pay for them out of the forfeited bond fund.

IN WITNESS WHEREOF, the principal and surety have caused these presents to be duly executed this 24th day of October, 20 24.

Jr. Davis Construction Company, Inc.

PRINCIPAL



Western Surety Company

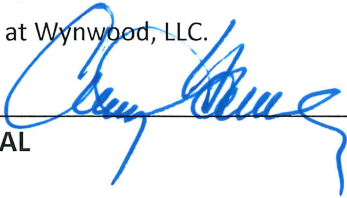
SURETY

Brett A. Ragland, Attorney-in-Fact &
Florida Licensed Resident Agent



JTD Land at Wynwood, LLC.

PRINCIPAL



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Joseph D Johnson Jr, Francis T O'Reardon, Kanani Cordero, Joseph D Johnson III, Brett A Ragland, Tyler Ragland, Individually

of Orlando, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of March, 2020.



WESTERN SURETY COMPANY

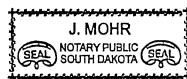
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 5th day of March, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of October, 2024.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



Meeting Date: November 19, 2024

Item #: 5

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

Department Director: Thomas Smothers
City Manager: Craig Shadrix

Subject: Approval of FY 2024-2025 Budget Ambulance Purchase. (Deputy Fire Chief Van Camp)

Background Summary:

The Ocoee Fire Department's current fleet of ambulances is significantly aged, with vehicles requiring frequent repairs and experiencing extensive downtime. This situation strains the department's ability to maintain reliable emergency medical services, as frequent repairs reduce fleet availability and escalate maintenance costs. Purchasing a new 2026 Ford F450 Type 1 ambulance is essential to ensure consistent, timely EMS responses and reduce operational interruptions due to vehicle breakdowns. The industry standard for ambulances is seven (7) years of service as a front line unit and three (3) years of service as a reserve unit. Our current ambulances were built in 2015, 2017, 2018, and 2019 respectively.

By authorizing the purchase of the budgeted ambulance, the Ocoee Fire Department will begin to modernize its ambulance fleet with a new unit that is configured to meet the department's specific needs, featuring enhanced life-support systems and durability suitable for high call demands. By adding a new vehicle into front line service and by replacing one of the older frequently serviced units, it will immediately improve fleet reliability and reduce costly repairs. Investing in this new ambulance is expected to reduce the high costs associated with maintaining the current, aging fleet and will improve operational efficiency. The acquisition will also ensure the department's capacity to provide consistent EMS service within the current and projected increase in call volume.

Issue:

Should the Honorable Mayor and City Commissioners approve the purchase of a 2026 Ford F450 Wheeled Coach Type 1 ambulance?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the funding request to purchase a 2026 Ford F450 Wheeled Coach Type 1 ambulance.

Attachments:

1. Proposal
2. F450 Ambulance Specifications

Financial Impacts:

The total cost for the new ambulance is \$347,795, which has been included in the department's 2024-2025 budget.

Type of Item: Consent

Ambulance Proposal

DATE: November 7, 2024

The Proposal has been prepared for:

Tom Smothers, Fire Chief

Ocoee Fire Department

Matheny Fire and Emergency is pleased to offer to Ocoee Fire Department to purchase from Florida Sheriffs Association FSA23-VEF17.0 Fire & Rescue Vehicles, Boats & Equipment, Ambulance Type 1 4x2, Regular Cab, Diesel Engine, for the following ambulance proposal. These vehicles shall be in accordance with the attached specifications.

Delivery will be F.O.B. Customer Location. Lead time is 31-34 months. Terms of payment shall be net 30 at delivery.

2026 Ford F450 Wheeled Coach 1170 Type 1 Ambulance per attached specifications.	
FSA 601, Wheeled Coach, Ford F-450 / Modular Box 170``x95``x72``	\$238,167.00
Additional content to meet Agency requirements	\$109,628.00
Sub Total for one unit	<u>\$347,795.00</u>
QTY	1
Total	\$347,795.00

This quote is valid for 60 days unless extended in writing.



FERRARA



Road Rescue
Seamless Performance. Unmatched Design.



We appreciate the opportunity to submit this proposal and compete for your valued business. Should you have any questions, or wish to review this proposal in detail, please contact me at 407-782-4120.

Bill McCorkle
Territory Sales Manager
wmccorkle@mathenyfire.com

CONTINGENCIES: Matheny will not be liable for any delay, failure to make delivery, or other default due to strikes or labor unrest, war, riot, federal, state, or local government action, fire, flood or other disaster or acts of God, accidents, breakdown of machinery, lack of or inability to obtain materials, commercial chassis', parts or supplies, or any other causes or circumstances beyond the reasonable control of Company which prevent or hinder Company's manufacture and/or delivery of the apparatus. Additionally, the quoted pricing may be subject to manufacturer price adjustment for any unforeseen materials and/or component cost increases incurred at time of materials acquisition and/or production in the form of a material cost increase. Supporting documentation shall be provided detailing any changes that may impact final pricing and delivery.

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



FERRARA



Road Rescue
Seamless Performance. Unmatched Design.





QUOTATION

Ocoee Fire Department
Tom Smothers
563 150 N. Lakeshore Drive
Ocoee, FL 34761

Matheny Fire & Emergency
Bill McCorkle

Quote No: 23009-0005
WC MOD: WC1170 WC Type 1 170" Mod
INFO: SPEC_WC WC-Wheeled Coach Boilerplate
T1 - 170: WC-1170 WC-Type 1 170 Module
EMS EQUIP: EMS-LOOSE Factory Ship Loose - EMS Equipment

11/07/2024

Page 1

PART NO	DESCRIPTION	QTY
== WC-Wheeled Coach Boilerplate - 1.007 05/27/21 ==		
ORDER COORDINATOR		
00-00-0017	Order Coordinator - Crystal Connolly - (321) 441-8112	1
INFORMATION		
00-01-4002	Florida Sheriff's Association (FSA)	1
WARRANTY		
00-02-8710	WC, Warranty, Conversion, 12 Month	1
00-02-8720	WC, Warranty, Paint, 60 month Prorated, Standard	1
00-02-8730	WC, Warranty, Structural, 20 Years, Std., Mods	1
00-02-8740	WC, Warranty, Limited Electrical	1
00-02-8750	WC, Warranty, Cabinet Construction	1
== WC-Type 1 170 Module - 1.007 05/27/21 ==		
CERTIFICATIONS REQUIRED		
00-05-0051	This unit built in accordance with KKK-A-1822-F and CAAS GVS in effect on the date of order with exceptions as noted herein.	1
00-05-0100	MD, This unit built in accordance with KKK-A-1822F CN 10 Cabinet Requirements This unit as specified meets all requirements of KKK-A1822-F Change notice 10.	1
All cabinets shall be labeled as to their capacity Rating.		
01- CHASSIS REQUIREMENTS		
FORD CHASSIS		
01-01-2413	WC, 2026 Ford F450, XLT 4X2, 108" C/A, 193"W/B, 16,500 GVWR Estimated Auto throttle OEM Ford Dual Alternators OEM Ford Mirrors, OEM, Heated/Remote Cab seats OEM 40/20/40 split bench (Center removed) New for 2020- Sync 3 Enhanced voice recognition communication and entertainment system 8" LCD Capacitive Touch screen in center stack w/swipe Capability Pinch to Zoom capability AppLink 911 assist Apple carPlay and Android Auto Smart-charging USB-C Ports (2)	1
01-02-0100	Domestic Chassis	1
ALTERNATORS		
01-03-1001	Alternator - Standard OEM	1

PART NO	DESCRIPTION	QTY
SUSPENSION		
01-07-7608	MD, Rear Suspension, Liquid Spring- 2017+ F450, 4x2 Dump Feature activated by the Left rear access door. Override switch to be on right rear entry door Ignition switch Hot, Standard.	1
	Per KKK, the rear suspension shall only lower the module when the vehicle is in park and the parking brake is set.	
HIGH IDLE		
01-13-1675	High Idle Controls, OEM	1
FRONT END ALIGNMENT		
01-17-7501	Front End Alignment, None- QC Check -Standard	1
CAB EXTERIOR OPTIONS		
	Retain Ford OEM oval grille emblem	
OUTSIDE REAR VIEW MIRRORS		
01-20-0104	Mirrors, OEM-STD	1
01-21-4455	MD, Cab Seats, Re-upholster, Gunmetal Gray, Outside Vendor by outside Vendor - Katzkins	1
01-21-4600	MD, Cab Flooring, Black Rubber, F350/450, OEM	1
WHEEL COVERS		
01-24-2113	MD, Wheel Covers, Phoenix, F450/550, Installed with Air Max Valve Extenders, std	1
BASE CONVERSION		
01-45-0222	MD, Conversion, Type 1, 170 Module, F450 4x2 - 23-1	1
MODULE BODIES:		
02-01-2122	MD, Interior Headroom, 72 Inches	1
02-01-3124	MD, Module, Type 1, 170" Body Length, Duraseam Doors, 170" L x 95" W	1
02-01-3152	MD, Body Width 95" Standard	1
02-01-9564	MD, Aisle Space, 50", Type 1 (49-50" actual)	1
	Requires stainless steel wheel well covers attached to squad bench and base wall cabinets that will protrude up to 1.5" into aisle way on each side.	
02-02-1301	MD, All Module Skins, 0.125 inch	1
STRUCTURAL FRAMING - RFP		
03-01-1501	MD, Type 1, General Body Construction Spec	1
03-01-1503	MD, Type 1, Vehicle Body Structure Spec	1
EXTERIOR MODULE CONSTRUCTION		
03-03-1040	MD, Stone Guard, Front, Diamond Plate, Type 1, Standard Height	1
DROP SKIRTS		
03-03-2511	MD, Drop Skirt both sides, 4" forward of rear wheels	1
FUEL FILLS & SPLASH PLATE		
03-03-8030	MD, Housing Fuel Fill, Cast Aluminum, Type 1	1
DEF FILL HOUSING AND SPLASH PLATE		
03-03-8615	MD, DEF Fill, Housing, For Ford F series	1
REAR KICKPLATE		
03-03-9066	WC, Rear Kick plate, Under-Ride Bumper, w/ Tag recess, No lights	1
SUB-FLOOR SYSTEM		
03-04-0168	MD, Floor, Interior, Non Wood, Thermolite, Type 1	1
MODULE ENTRANCE		
03-05-0200	MD, Module Access, CS Door standard location	1

PART NO	DESCRIPTION	QTY
MODULE DOORS, HANDLES & HOLD OPENS		
03-06-0115	WC, Duraseam Hinged Doors with Hidden Jambs - Magnetic door switches, Standard	1
03-06-0713	MD, Hold Open Rear Entry Doors, (2) 5.5" Cast Grabber - Installed so doors will open as wide as possible - Mount at Bottom of doors.	1
03-06-0817	MD, Hold Open - Gas Strut, Curb Side Entry Door, 35# New Code Per ECN 1823	1
03-06-0820	WC, Strap, 2" wide Black, Retaining for CS access door CS Entry To prevent the door from opening past 90 degrees	1
03-06-1028	WC, Patient Entry Door Handles, Trimark Chrome Pull Handle W/ "SafePass" (make sure comp door handles are "chrome" also) With Round Push button Emergency release top and bottom of interior door panels.	1
03-06-1047	WC, Rear Entry Door Trailing Latch, Side release Paddle	1
03-06-4201	MD, Electrical Feed to Required Doors, Spring Protector (per Door)	1
POWER DOOR LOCKS		
03-06-6120	WC, Power Door Lock, Trimark, Each Entry Door Module entry doors. Pick switches in 03-06-6130	2
03-06-6121	WC, Power Door Lock, Trimark, Each Compartment Door All module compartments(except battery comp) . (unless other specified)	6
03-06-6130	MD, Switch, Momentary Rocker, Activate Power Door Locks (1) Installed on C/S wall at head of S/B. (1) located on right rear door	2
03-06-6134	MD, Switch, Remote Stealth, Cab/Mod Doors (1) In grille on passenger's side (1) in license plate housing.	2
03-06-6137	MD, Relay Control Circuit, Power Door Locks (Use drop down menu to pick keyless entry if required)	1
03-06-6140	MD, Circuit, OEM Door Lock to activate Mod Doors	1
ENTRY DOOR INNER PANELS		
03-06-7335	WC, Entry Door Panels, Durasafe, S/S,w/ Chevrons & Red Reflective LOGO - Durasafe Design - Aluminum Center Panels covered: white/red reflective tape - Logo to be cut in the lower entry door panel with a RED reflective 3M material (to match the chevron on the lock box) attached to an aluminum panel behind the logo.	1
SIDE DOOR STEP		
03-08-2112	MD, Side Entry Step Well, Type I, Aluminum Diamond Plate	1
03-08-2157	MD, Double Step Well w/ floating middle step	1
03-08-3056	MD, Light, Side Entry Step well, LED, Whelen #TOCACCCR, 2"	1

PART NO	DESCRIPTION	QTY
03-08-4101	MD, Kwikkee Electric Slide-Out Step, Series 33, Below Side Entry Door wire battery hot to extend whenever the side entry door is open, retract when the side entry is closed Rise 8" Run 16-3/4"	1
WINDOWS		
03-09-4109	MD, Window, Upper, CS/Slider, Rr/Fixed, Privacy Tint, PAN	1
03-09-4126	MD, Windows, Lower, Rear, Doors, Fixed, Standard Tint, PAN	1
MODULE TO CHASSIS MOUNTING SYSTEM		
03-10-1210	MD, Module to chassis mounting system, Type 1 Ford Short WB	1
CAB TO MODULE		
03-11-2502	MD, Bellows, Pass thru, Unigrip, F1 2008+, With Aluminum cab insert.	1
REAR BUMPER AND REAR STEP CONSTRUCTION		
03-12-2503	MD, Rear Bumper w/ Skids & Flip Up, F1/C1, w/LED DOT lights w/ Gator Grip on flip up step.	1
03-12-2550	MD, Coating, Polyurethane, Rear Bumper Supports Black	1
03-12-2554	MD, Dock Bumpers, 3, Hole, Black	1
INSULATION		
03-13-3008	MD, Insulation, Severe Weather Package one inch block foam in modular walls and roof covered with reflective insulation. Under Floor to be Spray Foam insulated after the production assembly process is complete by 24/7. All edges of reflective insulation on walls and ceiling must be taped, std.	1
RUB RAIL AND FENDER RINGS		
03-15-6650	WC, Rub Rails, Skirt Line, Extruded "C" channel (E-one Style)	1
03-15-6720	WC, Tape, Reflective, White, For Extruded Skirt rails	1
03-15-8350	MD, Fender Flare, Black Rubber	1
SPLASH GUARDS AND RUNNING BOARDS		
03-16-1721	WC, Mud Flaps, Rear, w/ Wheeled Coach Logo	1
03-16-3605	MD, Running Boards, F450/550 w/Gator Grip	1
DRIP RAILS		
03-17-1020	MD, Drip Rail Trim Moldings Over Door Openings	1
CAB TO PATIENT AREA ACCESS		
03-19-2301	MD, Bulkhead, Unigrip, Type 1F/D, Pass Thru, w/ Sliding Lexan Window	1
LICENSE PLATE HOLDER		
03-20-4053	WC, License Plate Holder, Cast LP0002-1 for Under ride Bumper in rear kick plate, centered License holder comes with (2) LED lights.	1
EXTERIOR COMPARTMENT CONSTRUCTION		
04-01-0502	MD, Exterior Compartment, Std, Floor 2.5" Drop Down from Door Opening, Each compartments #2, #4, #6 and #6.5 are STD drop down floor	4
04-01-0504	MD, Exterior Compartment, Sweep out, Each - Compartments #1 and #8 are standard sweep out	2
04-01-3017	MD, Door Sill Protector, Stainless, All Comps Door Sill Protection - Install Stainless Steel sill protector on lower edge of all door frames to prevent paint damage	1

PART NO	DESCRIPTION	QTY
04-01-5106	MD, Polyurethane Coating per compartment light gray	6
EXTERIOR COMPARTMENT DOORS		
04-02-0506	WC, Compartment Comp Handle, Trimark, Oval Pull Handle, Black/Chrome	6
04-02-0514	WC, Compartment Door Latch, Edge Paddle, Trimark, Trailing Door Interior edge style handle comps "#2" &/or "#4"	1
COMPARTMENT DOOR HOLD OPEN		
04-02-7753	MD, Hold Open Gas Strut, Ext Comp, 30lb Compartments 2, (2), 6.5	3
04-02-7755	MD, Hold Open, Gas Strut, Comp Door Only, 110 Degree, 30lb comp 1 6 and 8	3
04-02-7757	MD, Hold Open, Gas Strut, RF Comp, 30lb	1
04-02-7763	MD, Hold Open, Cast, Grabber (1), 3" Compt 4 (2)	2
COMPARTMENT LIGHTING		
04-03-1486	MD, Compartment Lighting, LED Solico Reel lights, 160+ Module (new code)	1
	both vertical edges near door jambs and across top edge near door jamb, compartments "1", "2", "4", "6", "6.5", & "8". 6" Hi-Brite Piece as O2 light	
EXTERIOR COMPARTMENT INTERIOR		
04-04-2714	MD, Dri Deck, Black, All Comp. Floors and Shelves	1
EXTERIOR COMPARTMENT SHELVING		
	Compt 1 - 1	
	Compt 2 - 2	
	Compt 4 - 1	
	Compt 6 - 2	
	Compt 8 - 2	
04-05-7012	MD, Upgrade Shelf/Div, to 3/16", W/1" Lips, Each State which shelves are Upgraded: (2) Compt 8 (1) Compt 4 (2) Compt 6 (1) Compt 2 (1) Compt 1	8
04-05-7014	MD, Reinforcement, Compartment Wall, For SCBA Bracket Compt 2 - wall 2/3 Compt 4 - wall 2/3	2
COMPARTMENT #1 - STREETSIDE FWD		
04-06-0451	MD, Compartment #1, Full Height (On type III - includes recess for stair chair storage)	1
04-06-0475	MD, With Dogleg for Stair chair in Compartment #1, (not available when electric O2 rack is selected) (this will decrease space for attend seat & cot by 5.25") for stair chair	1
04-06-1550	MD, Compartment #1, Shelf, Adjustable, W/Alum Track, First shelf	1
COMPARTMENT #2 - STREETSIDE FWD WHEELWELL		

PART NO	DESCRIPTION	QTY
04-07-2142	WC, Compartment #2, Std Aisle, Standard Configuration 153 single door 170 double door	1
04-07-2634	MD, Compartment #2, Shelf, Adjustable, w/Alum Track, First Shelf	1
04-07-2636	MD, Compartment #2, Shelf, Adjustable, Additional, Each	1
04-07-9200	Add Dogleg in Comp #2 for Recessed Suction in Face of A/A	1
04-08-2100	MD, Compartment #3, NONE	1
COMPARTMENT #4 - STREETSIDE AFT		
04-09-3245	MD, Compartment #4, 3/4 Height.	1
04-09-4550	MD, Compartment #4, Shelf, Adjustable, w/Aluminum Track, First Shelf	1
COMPARTMENT #6 - CURBSIDE AFT		
04-11-1097	MD, Compartment #6, Full Height	1
04-11-2090	MD, Compartment #6, First Divider, Vertical, 3/16" Thick, Recessed Adj Track (divider to be full depth if a shelf is requested) centered.	1
04-11-4530	MD, Compartment #6, Shelf, Adjustable, First shelf w/Aluminum Track	1
04-11-4531	MD, Compartment #6, Shelf, Additional for Alum Track, Each - (2) Divider to Wall #3 in the upper section of compt	1
04-11-4652	MD, Compartment #6, Equipment Strap, Seat Belt Style, Each Nylon web strap w/ seat belt buckle and two (2) footman loops - wall #1 to divider mid-ht	1
COMPARTMENT #6.5 - CURBSIDE AFT WHEELWELL		
04-12-0130	WC, Compartment #6.5, Below Squad Bench Floor Level	1
COMPARTMENT #8 - CURBSIDE UPPER FORWARD		
04-14-2120	MD, Compartment #8/8.5, Single Door	1
04-14-8010	MD, Compartment #8, Shelf, Adjustable, RF Cabinet, First shelf w/Aluminum Track (1) RF Comp "8"/cabinet "U8" area, centered.	1
04-14-8015	MD, Compartment #8, Shelf, Adjustable, Additional, for Aluminum Track, Each RF Comp "8"/cabinet "L8" area in front of transverse, centered.	1
INTERIOR TRIM AND FEATURES		
05-01-0105	MD, Interior Cabinets, Duralite Construction, Wood, CN10 compliant All cabinets shall be labeled with their Rated Weight Capacity.	1
INTERIOR ADJUSTABLE SHELVES		
05-02-0050	MD, Shelf, Interior, Wood , (1) adjustable, in Cabinet	5
05-02-0054	MD, Shelf Track, Cabinet, #HA24663, CN 10 Upgrade ("C" channel/exterior shelf style track)	5
This option may require quantity adjustment		
HEADLINER		
05-06-2860	WC, Headliner, Flat, PVC, Hinged trough cover, 160"+	1
05-07-0120	MD, Flooring, Lon Seal "Lonplate II " With approximately 3" roll up both street side and curbside.	1
05-07-0125	MD, Color, Black, #163	1
05-07-9896	MD, Floor, Thresholds, Stainless Steel, Painted w/Black Poly-urea coating	1
Entry Door Grab Handles		
05-10-1527	MD, Entry Door Grab Handles (3), "L" Shape, 1", Yellow	1
Yellow Powder Coat Finish Stainless Steel Grab Handles		

PART NO	DESCRIPTION	QTY
	ILOS	
	Ceiling Grab Rail - Center	
05-10-1918	MD, Ceiling Grab Rail, Overhead, 117", Handicap Style, Yellow	1
	Yellow Powder Coat Finish	
	GRAB HANDLES	
05-10-7529	MD, Grab Bar, 12" Long, 1.25" Handicap Style, Yellow mounted	1
	IV FLUID HANGERS	
05-11-0015	MD, IV Hook, Perco Snap Hook w/Velcro Strap, Each SS IV 1 CS IV 1	2
05-11-0017	MD, IV Hook, Cast, Fold Down Recessed Each	1
	ACTION WALL AREA #2	
05-13-3026	WC, Cabinet, A/A, Std Aisle, No Bio waste, w/ Recessed Suction, Rounded Corner Recessed suction in aisle facing cabinet face under action area tray.	1
05-13-4310	MD, Tray, A/A, Std Aisle No Bio waste, Poured, Gray	1
05-13-4410	MD, AA Upper Cabinets,, U2.5, U2, Two Equal Cabinets, Full Ht Comp #1	1
	CABINET DOORS	
05-13-4512	MD, Door, U2 Restocking Gray Poly carbonate Slider, CN 10 Compliant	1
05-13-4534	MD, Doors, U2.5, Restocking Gray Poly carbonate Slider, CN 10 Compliant	1
	Interior Street side #3 - CPR Seat	
05-14-1532	MD, CPR side seat, Fixed Backrest, 25" wide Std.	1
05-14-1534	MD, CPR, Lid, Hinged Flip Up With Trimark Latch	1
05-14-1547	MD, Cabinet U3.5	1
05-14-1577	MD, Cabinet C3.5, deleted For Telemetry Area	1
05-14-1587	MD, Cabinet L3.5, full height, std	1
05-14-4418	MD, "U" Barrier Bar, Padded, 1.5" SS, CPR Seat, Gunmetal Mounted at the front of the CPR side seat vertically in line with the Padded head cushion on the upper AA cabinets.	1
05-14-4552	MD, Telemetry Tray, Poured, Gray	1
	CABINET DOORS	
05-14-4594	MD, Doors, U3.5 Restocking Gray Poly carbonate Slider, CN 10 Compliant	1
05-14-4650	MD, Doors, L3.5, Gray Poly carbonate Slider, CN 10 Compliant	1
	STREETSIDE REAR AREA #4	
05-15-5050	MD, Cabinet U4	1
05-15-5113	MD, Cabinet C4, Deleted	1
05-15-5118	MD, Cabinet L4, Deleted	1
	CABINET DOORS	
05-15-6116	MD, Doors, U4 Restocking Gray Poly carbonate Slider - CN 10 Compliant	1
	SQUAD BENCH AREA	
05-16-0048	WC, Squad Bench, Bio-Waste @ Head	1
05-16-0074	MD, Lid, Squad Bench, Single W/Bio-Waste Must use M1 latch for CN 10 on bio waste door	1
05-16-0080	MD, Handle, Trimark, CPR Seat, Std.	1
05-16-0082	MD, Handle, Trimark, Squad Bench, STD	1
05-16-0094	MD, Strut, Gas, 30 LB, Installed	1
05-16-0214	MD, Seatbelt, Assy, (4 Point), Per 4Max, Black, Vert. Mount, (1) Each, CN-8 Above bench Lid mounting (1) for CPR side seat (Delete shop note if not required) (2) for squad Bench	2

PART NO	DESCRIPTION	QTY
05-16-0214	MD, Seatbelt, Assy, (4 Point), Per 4Max, Black, Vert. Mount, (1) Each, CN-8 Above bench Lid mounting (1) for CPR side seat (2) for squad Bench	1
05-16-0222	MD, Patient Restraint Belts, Squad Bench (3)	1
05-16-1416	MD, Safety Net, Head of Squad Bench, 2" Straps, Black a net from floor at head of squad bench to ceiling at forward end- Removable attachments at top and bottom - add backer plates in ceiling.	1
CURBSIDE REAR		
05-16-9923	MD, Cabinet, Curbside Rear, Standard	1
05-17-2508	MD, Cabinet, Glove Box Holder, (3), Above C/S door, (narrows cabinet "E1" on Pureair 1 w/low headroom) Must use M1 latches for KKK Change notice 10 compliance	1
05-17-2510	MD, Cabinet, Glove Box Holder, (2), Above Rear Door, Gray Lexan IATS Glove box built into rear head knocker with One flap each side of center, allowing for clock in center if ordered. Must use M1 latches for KKK Change notice 10 certification	1
CURBSIDE RIGHT STACK STORAGE #8		
05-18-0030	MD, RF ALS, Single Opening, HVAC at Top	1
05-18-5158	MD, Doors, RF, U8, Dual Gen III OHO, Poly carbonate Doors, Gray	1
ATTENDANT SEAT		
05-19-6902	MD, Attendant's Seat, EVS 1880, Comfort, Hi-Back Child Safety w/Per4Max	1
05-19-6914	MD, Color, Black, Per4Max Belt, Yellow	1
05-19-7216	MD, Attendant's Seat Base, EVS Swivel 2 Pos	1
INTERIOR COLORS		
05-20-0080	MD, Mica, Gray Pampas #4168-01 high gloss over Pewter Brushed matt finish	1
UPHOLSTERY		
05-20-5916	MD, Upholstery Color, Black	1
05-20-5962	WC, Backrest Cushion, EVS, Black, w/ WC Logo, Each	3
05-21-5106	MD, Kick plate, Full Height Brushed Stainless Steel, Squad Bench to the bottom of the S/B Lid	1
05-21-5114	MD, Kick plate, Full Height Brushed Stainless Steel, On Face of Base wall To the action area height, under the CPR side seat and cabinet "H" (If installed)	1
CABINET LATCHES- INTERIOR		
05-21-8213	MD, Latch, Southco M1, 2" S/S, (3/4" door) Non-Locking, CN 10-Rated 10lb (self latching) Flush Mount. Non-Locking	1
05-21-8219	MD, Latch, Southco M1, 2" S/S, (3/8" Door) Non-Locking, CN 10-Rated 10lb (self latching) Flush Mount. Non-Locking 2- one each side overhead rear doors 1- glove box	3
GENERAL WIRING		
06-01-0130	WC, Electrical System: Printed Circuit board	1
06-01-0250	WC, Vanner, "E" Spec, PC Board, No LB	1
CAMERAS		
06-06-1236	MD, Camera, Backup, Safety Vision, SV 620A camera w/4.3" Mirror Monitor Mount camera exterior on rear of module, off center toward driver's side.(if there's a center light) Mount monitor in place of the OEM mirror	1

PART NO	DESCRIPTION	QTY
COMMUNICATION		
06-06-5545	MD, Base, Antenna, Motorola Mount, w/Coax Mod roof port 1 to cab console Mod roof port 2 to cabinet L2 wall 2 adjacent to wall 3 approx 1/3 height from floor of cabinet.	2
06-06-60SR	Intercom, David Clark, 3 Station SR#2240344F LOCATE BASE AND INTERFACE MODULES TO UNDER DRIVER'S SEAT, AS PER PREVIOUS UNIT (2) Headsets cab ceiling, 1 Rt shoulder of driver and 1 Left shoulder for passenger. (1) Headset jack in bulkhead cabinet top left as your facing the bulkhead cabinet. The headset hook will be mounted on LF cabinet just behind right shoulder of atten seat. David Clark U3800 Intercom Master Station (1) #U3801single headset intercom station (1) #U3805 radio cord junction module (1) #U3811 radio interface module/headset station (1) #U3815 radio interface/headset station (1) #C38-12 jumper cord 12' (2) #C38-25 jumper cords 25' (1) #C3820 power cord 20' (2) #C3821-05 Radio interface cables 3800 modules to U3805 (1)#C3821-RD1 radio interface cable 3800 system to Motorola XTL (3) #H3442 behind the head headsets (3) #43200G-01 headset hangers	1
06-07-6607	MD, Clock, Digital, Display Systems BSA-62425, 12/24 Hr. LOCATION: If mounted above rear doors the clock MUST be recessed into the Pad.	1
07-00-0610	MD, Light, in Circuit Board Area, for Electrical Troubleshooting - with integral switch; wired constant hot.	1
POWER SOURCES		
07-01-0152	MD, Buss Bar Assembly (+/-), 5 Position, for ground and hot center console	3
07-01-1002	MD, Power Source, 12VDC, 20A, Ignition/Shoreline Hot 20amp 12 volt DC circuit ran to two locations, (1) pre-wire coil and tagged in action area and (1) pre-wire coil and tagged behind driver's seat.	1
07-01-1008	MD, Power Source, 12 VDC, 15 Amp (+-), Ignition Hot - Ignition hot, terminating in cab console - with 6 foot tails (hot and ground).	1
07-01-1010	MD, Power Source, 12 VDC, 20 Amp (+-), Constant Hot Termination: 1 - buss bar cab console	3

PART NO	DESCRIPTION	QTY
	1- Compt 8 bottom of transverse	
	1 - AA behind panel	
07-01-1016	MD, Power Source, 12 VDC, 30 Amp (+-), Constant Hot - Constant Hot, to terminate behind the passenger seat - with 6 foot tails (hot and ground).	1
07-01-1020	MD, Power Source, 12 VDC, 30 Amp (+-), Ignition Hot Termination: 1 - center console buss bar 1 - streetside A/A 1 - Cabinet 2U wall 3 approx 1/3 height	3
07-01-1028	MD, Power Source, 12 VDC, 50 Amp (+-), State Hot: - Powered by: ign hot for buss bar in center console	1
07-01-1032	MD, Power Source, 12 VDC, 30 Amp (+-), State Source For Junction Posts - Powered by: _____ Hot	3
VOLTMETER		
07-02-1150	WC, Voltmeter, Analog, F1	1
07-02-1155	MD, Alarm, Low Voltage, Audio/Visual Light in cab console and Buzzer in cab.	1
BATTERY SYSTEM		
07-04-8721	MD, Battery Sw, 5min Timer, F1, Fig 5B, Batt under Hood Activated thru OEM ignition switch timer function upon ignition "off". Momentary rocker switch, on driver's side of cab console, to function as timer shutoff and also reactivate timer. (2) OEM batteries under hood ONLY Module power is turned on/off. Chassis power is NOT turned off.	1
07-10-1101	MD, Outlet, Power Point Style, (2), A/A - on standard 20-amp ignition hot circuit. ("elect battery switch")	1
07-10-1105	MD, Outlet, Power Point Style, Each 4 - constant hot (1) RF wall 2 up high (2) front of cab console across top with siwth panel (1) bulkhead wall above transverse behind attendant seat	4
07-10-1109	MD, Power Outlet, Kussmaul, USB Dual Port, 5VDC, 4.8 Amp, switch panel Located in the cab switch panel per Electrical Engineering	1
07-10-1111	MD, Power Outlet, Kussmaul, USB Dual Port, 5VDC, 4.8 Amp, switch panel, Each Location in the Action area outlet panel.	1
FRONT CONSOLE		
08-01-3525	WC, Console, Drivers Switch & Radio, Center, Aluminum, Black, Type1 Ford Black polyurethane coated .125 Aluminum	1

PART NO	DESCRIPTION	QTY
	See below for Optional panels	
	10.75 x 12.5 x 7" deep storage area at rear	
08-01-4652	WC, Single Blank Panel	1
08-01-4660	WC, Cup Holder Panel (No Handle Notch)	1
08-01-4665	WC, View Safe Switch Panel , Type 1 Only	1
	thirteen (13) Eaton switches, four (4) indicator lights, one (1) dual USB cutout, one (1) voltmeter, and one (1) Whelen 295SLSA1 siren amplifier	
08-02-0006	MD, Module Electrical Panels, Brushed Stainless Steel	1
	brushed stainless steel panels for the Outlet panels, switch panels and other faceplates in the MODULE only.	
ATTENDANT CONTROL PANEL		
08-03-0310	WC, Action Area Relocated to CS Wall, Standard switches	1
08-04-6105	MD, Switch, 12VDC, Rocker, Amber, Additional	7
	Front cab console -	
	*LEFT ALLEY	
	*RIGHT ALLEY	
	CS Console -	
	*LEFT DOME Double Switch	
	*RIGHT DOME Double Switch	
	*INVERTER	
	*COT LIGHT	
	*HVAC	
08-04-6111	MD, Switch, Momentary, Rocker, (1)	1
	For air horns, pass side of siren control head.	
	Air horns in gear only	
SIREN ELECTRONIC - CONTROL HEADS / AMPS		
09-03-1802	MD, Siren, Whelen, WS-295-SLSA1	1
SIREN SPEAKERS		
09-03-2708	WC, Siren Speakers, Cast SAD/PSAD3827-20FSD-1, F-Series 2020-22	1
	Thru Front Bumper	
09-03-3502	MD, Additional, Air Tank, For Buell Air Horns	1
09-03-3506	MD, Air horn, Buell, 5440 comp, Dual 10" horns	1
	mount compressor on frame rail in small compressor box next to air horn air tanks	
09-03-3530	MD, Switch, Siren/Horn Thru Horn Ring	1
09-03-3534	MD, Air horn Switch, Foot (1)	1
	For air horns, driver side outboard as far as possible under E-brake pedal (see photo)	
	- Air horns in gear only	
BACK-UP ALARMS		
09-05-1116	MD, Back-Up Alarm, w/ Cutoff, Auto Reset	1
09-06-0028	MD, Switch, Emergency Master, Non Sequenced	1
	Layout as follows:	
	Top - Master, Emerg Master, Pri/Sec, Corner Cap Lights,	
	Siren Horn, Back-up Alarm, Blank, Blank	
	Bottom - AirHorn, Alley Lights, Left Flood, Rear Load, Right	

PART NO	DESCRIPTION	QTY
	Flood, Patient Heat/AC, Alley Lights, AirHorn	
09-40-5177	MD, Cab Headliner Removal Fee, Type 1/3 for lightbar installation	1
	TRAFFIC MANAGEMENT LIGHTS	
09-70-5248	MD, Traffic Pre-Empt, Opticom 794H LED Mounted to bottom coolbar, toward driver's side, per picture on server !!! SWITCHED: Primary only, In-gear (no sep switch) Production: Do NOT cut off plug and hardwire !!!!! Plug is needed to program !!!!!	1
	WARNING LIGHT FLASHERS	
09-80-2006	MD, Flasher, Whelen AFM-560 Set flash pattern to Comet Flash unless otherwise specified.	1
09-80-5920	MD, Circuit, Neutral Power	1
	WARNING LIGHTS LED Series - M9 (Flange Included)	
09-95-1723	MD, Light, M9RC, LED, Whelen, Red, Clear Lens, Internal Flash, w/Flange (4) 2 each side of module (2) front of module, upper outer corners (2) rear of module, upper outer corners (2) on coolbar, each side of front center clear (2) on rear of module, thru windows, below IATS ambers pri/sec, action flash	12
09-95-1725	MD, Light, M9AC, LED, Whelen, Amber, Clear Lens, Internal Flash, w/Flange (1) centered over rear doors pri/sec, action flash (2) on rear of module, thru windows, upper pri/sec, action flash	3
09-95-1729	MD, Light, M9C, LED, Whelen, Clear, Internal Flash, w/Flange (1) front center, on coolbar pri only, action flash	1
09-95-1735	MD, Light, M9D, LED, Whelen, R/C, Clear Lens, Internal Flash, w/Flange	4
09-95-2424	MD, Light, Whelen M7 LED, Red, Clear Lens (2) as rear intersector lights switch as primary only, Comet Flash, internal flasher	2
09-95-4702	MD, Light, Whelen, ION, WIONSMCR, Red, Clear lens, w/chrome flange (2) as grille lights, upper switch as primary only, sync "X pattern w/lower grille lts. Comet Flash, internal flasher, phase #1 (2) as grille lights, lower switch as primary only, sync "X pattern w/lupper grille lts. Comet Flash, internal flasher, phase #2 (2) as front intersector lights switch as primary only, Comet Flash, internal flasher	8

PART NO	DESCRIPTION	QTY
	(2) as rear intersector. Internal flashers primary/scondary, Comet flash.	
EXTERIOR AUTOMOTIVE LIGHTING		
10-01-0042	WC, Taillight Pkg, Whelen, LED Stop/Tail, Turn & LED Backup, w/WC logo - Brake- Steady Burn - Turn Arrow – sequential arrow - Replace backup with 700 LED	1
ICC/MARKER LIGHTS		
10-01-2250	WC, Corner Cap Lts, Multi, LED, (2) Amber (2) Red w/Flashers - High intensity flashers; thru separate switch	1
FLOOD AND LOAD SYSTEMS		
10-02-2206	MD, Light, LED, Whelen, Clear, #M9LZC w/Flange (new code) (1)#AS00344, (1)#AS89004 (2) each side as scene lights (2) on rear as load lights	6
10-02-2244	MD, Scene Lighting, Rearmost Side Wall, Activate on Reverse Gear	1
10-02-2250	MD, Scene Lighting, CS, Activate on Opening of CS Entry Door	1
11 - INTERIOR LIGHTING		
11-01-2809	MD, Lights, Dome, LED, Whelen, White Flange, (4) S/S, (3) C/S NOTE: NO VISABLE FASTENERS OR HOLES.	1
11-01-2818	MD, Light, Dome, LED, Whelen, White Flange, (1) Additional Location 9 switch with CS lights NOTE: NO VISABLE FASTENERS OR HOLES.	1
11-01-2878	WC, Lighting, LED, Recessed into Trough cover- White/Red Single Three position switch in action area- OFF/Red/white, Not activated by doors.	1
11-01-9032	MD, Timer, Momentary Switch, 15 Minute, Constant Hot (must have ECX timed battery switch with this option) (1) Mount switch on C/S wall at the head of the squad bench in the standard location. Switch to allow activation and also deactivation. Wire to CS Domes in liner on High. (1) Mount switch on rear doors next to door lock switch	2
SPOTLIGHTS / HANDHELD LIGHTS		
11-02-8520	MD, Pre- Wire only, Handheld Lights Location: both in cab console below blank panel to rear of cup holders, for two customer installed Survivor handlight chargers.	2
ATTENDANT LIGHT		
11-03-2029	MD, Light, Kinequip #621224W, LED, Each	1
12 - ELECTRICAL 125 VOLT AC SHORELINE INLET		
12-01-9101	MD, Housing, 45 Degree Angled Aluminum for Shoreline Location:Front of Module above the break on the cab.	1
12-01-9114	MD, Shoreline, 20A, Super Auto Eject, Red - with red cover; mounted above comp "#2"	1

PART NO	DESCRIPTION	QTY
12-01-9136	MD, Shoreline Indicator Light, Green LED w/Label wired to operate if the shoreline breaker is set, turns off when tripped	1
OUTLETS - 125VAC		
12-02-2110	MD, Outlets, 125 VAC, Duplex, (1) Action Wall, (1) Right Front Cabinet - (1) outlet in action area - (1) outlet in the RF Cabinet "U8", wall #2, upper right.	1
12-02-2114	MD, Outlet, 125 VAC, Duplex, Each, State Location: - Compt 8 wall #3 lower (for Lucas Device)	1
BLOCKHEATERS		
12-02-4001	Block Heater - With OEM Plug This option does not include a switch. (STANDARD).	1
INVERTER - 125VAC		
12-03-1410	MD, Inverter, Vanner 20-1000TUL	1
AUXILIARY ENVIRONMENTAL SYSTEMS		
13-02-0111	MD, Exhaust Fan, Single 12V, in Line Blower	1
13-02-0117	MD, Cowl Vent - 4" Polished (1) Fresh air inlet (1) Exhaust fan outlet Locations per engineering Design.	2
WHEELED COACH HVAC UNITS		
13-02-5751	MD, Hoses, Heater, No Max, to Rear	1
13-02-5763	WC, Heat/AC, F1, Combo, w/Coolbar (new code)	1
	with thermostat in action area.	
	12vdc External Condenser, in Coolbar mounted on front of module. Painted to match front of module.	
	Note: pick warning lights separately !!	
13-02-6028	WC, Air Conditioning Face Plate, Brushed Stainless Steel with WC Logo	1
13-02-6050	MD, Heat/AC Located RF corner, over ALS cabinet.	1
13-02-6060	MD, Kissling Continuous Duty Solenoid	1
13-02-6082	MD, Generation I, Steel Cool Bar cover	1
13-02-7752	MD, Thermostat, Hoseline	1
COT MOUNTING PROVISIONS		
Cot Mounts		
14-01-1546	MD, Cot Mount, Stryker Power Load, No Wheel Guides, CN 8 Compliant includes constant hot power supply for battery charging.	1
14-01-4028	Center Mount - 2.5 inches TO STREETSIDE From Center	1
OXYGEN AND AIR SYSTEMS		
14-02-2242	MD, O2 Cylinder Bracket, Multiversal, #QR-MV, W/ Straps (Uni-strut track mounting is now std) Specify O2 bottle size.	1
14-02-2244	MD, Track, Unistrut for Oxygen Rack	1
14-02-3005	MD, Manual, O2 System	1

PART NO	DESCRIPTION	QTY
14-02-3156	MD, O2 Regulator, Preset 50 PSI Ship Loose unless otherwise directed	1
14-02-4153	MD, O2 Outlets, Ohio Style (2 in Action Area, 1 CS Wall) (2) in Action Area, (1) CS wall above squad bench	1
14-02-4920	MD, Lexan Flap, w/Hinge	1
14-02-6258	MD, O2 Cylinder Holder, Single, Cast, Duramount "D", CN 10 Certified Two mounted TBD	2
14-02-9055	MD, Bracket, SCBA, Zico, UN-5-30-2-SF, Each for Scott 4500 PSI Cylinder - verify	2
	SC-50-H-5-SF bracket with Zico Model CRS strap on Zico Model ABS angle bracket in compartment 4 on wall #1.	4
	- (1) Zico Model SC-50-H-5-SF bracket with Zico Model CRS strap on Zico Model ABS angle bracket in compartment 4 on wall #3	
	-	
	- Height of top of SCBA brackets to be approx even with top of tool mount that is on wall #2.	
	See picture on server.	
SUCTION SYSTEM		
14-03-3030	MD, Suction Pump, SSCOR 90206	1
14-03-3045	MD, Suction Port, Hole Only, No Outlet Plate	1
14-03-3070	MD, Suction System, SSCOR 23002 Disposable w/Canister Clip & Regulator NO Ohio style vacuum outlet - plumb hose from SSCOR canister through hole in AA wall panel Meets SAE J3043 Requirements	1
MISC MEDICAL		
14-04-1200	MD, Fire Extinguisher, 5# ABC with Surface Mount Bracket., Each HD Amerex Bracket #861H with Amerex 5LB fire extinguisher.	2
14-04-5050	MD, Bracket, Lifepak 12/15, NCE, Mounted, H7000 Installed- Location	1
14-05-0001	MD, Aeroclave ADP-PT Kit, Port with hose only	1
PAINT AND FINISH		
15-00-0200	WC, Wheeled Coach Paint Process	1
15-01-2011	Module Paint, Paint other than OEM, Red or Metallic	1
15-01-5600	Cab Paint - Single Color, Repaint other than OEM, Red or Metallic	1
15-01-5817	Paint, Chassis, Window Sill Up, Other than Red or Metallic	1
PAINT STRIPING DESIGN		
15-02-1266	Paint Belt, Upper Around Top Top part of module from under the warning lights up to the roof extrusions and drip rail to be Black- FLNA 40119 including CoolBar No black paint on rear module skin due to chevron !!! The remainder of module to be Red-FLNA 3048. The cab below the door window to include the body line and Hood across front fenders to be Red. The cab roof, front cowl and A & B pillars, be Black	1
	Black- FLNA 40119 Red-FLNA 3048	
PINSTRIPE		

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Meeting Date: November 19, 2024

Item #: 6

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

Department Director: Thomas Smothers
City Manager: Craig Shadrix

Subject: Approval of a Business Associate Agreement between CommuniCare Technology and the Ocoee Fire Department. (Deputy Fire Chief Van Camp)

Background Summary:

The Ocoee Fire Department requires access to Pulsara's technology to improve real-time communication and coordination for emergency medical services. Pulsara is a healthcare communication platform that enables secure transmission of Protected Health Information (PHI) between emergency responders and medical facilities, facilitating streamlined patient care and compliance with Health Insurance Portability and Accountability Act (HIPAA) requirements. The proposed Business Associate Agreement (BAA) with CommuniCare Technology, Inc. dba Pulsara, establishes necessary safeguards for handling PHI.

The Pulsara program will be mandated to be used by EMS agencies and receiving hospitals in the State of Florida in the very near future. The Orange County Medical Director's Office, which the department's paramedics and EMTs operate under its medical license and protocols, has begun the process of integrating the Pulsara program within Orange County. As part of the planning and implementation process, the Medical Director's Office would like the department to be one of the first agencies in Orange County to implement and test the program.

In compliance with HIPAA, the Ocoee Fire Department, as a covered entity, must formalize a BAA with Pulsara, a business associate, to ensure the secure use, management, and disclosure of PHI. The agreement delineates the responsibilities of Pulsara to safeguard PHI, manage any breaches, and adhere to federal and state regulations.

Issue:

Should the Honorable Mayor and City Commissioners approve the BAA between Pulsara and the Fire Department?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the BAA with Pulsara and the Fire Department. This agreement will authorize the Ocoee Fire Department to utilize Pulsara's communication platform, thereby enhancing patient care through timely and secure communication channels in emergency situations while ensuring compliance with HIPAA regulations.

Attachments:

1. Business Associate Agreement - Pulsara

Financial Impacts:

There is no fiscal impact associated with this agreement.

Type of Item: Consent

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“**Agreement**”), entered into by City of Ocoee with offices located at 1 N Bluford Ave, Ocoee Florida 34761-2715 and its subsidiaries (“**Covered Entity**”) and CommuniCare Technology, Inc. d/b/a Pulsara (“**Business Associate**”), a Delaware corporation, with an address of 1627 West Main Street, Suite #229, Bozeman, MT 59715, is effective as of November 19th, 2024.

RECITALS

- A. Covered Entity possesses Protected Health Information (“PHI”) that is protected under HIPAA Rules (as defined below), and wishes to ensure that Business Associate will appropriately safeguard such information; and
- B. Business Associate is licensing certain software and related technology to Covered Entity.

Based upon the above recitals and the mutual covenants in this Agreement, Covered Entity and Business Associate agree as follows:

1. Definitions

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Disclosure, Health Care Operations, Individual, Notice of Privacy Practices, Protected Health Information (PHI), Required by Law, Secretary, Security Incident, Subcontractor, Unsecured and Use.

- a. “*Business Associate*” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean Pulsara.
- b. “*Covered Entity*” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Covered Entity first written above.
- c. “*HIPAA Rules*” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- d. “*Part 2*” shall mean the Confidentiality of Alcohol and Drug Abuse Patient Records under 42 CFR Part 2.

2. Permitted Uses and Disclosures

- a. *Performance of Services.* Business Associate may use and disclose PHI in connection with the performance of the services as described in the Terms of Use (“Services”) if such use or disclosure of PHI would not violate HIPAA Rules, or such use or disclosure is expressly permitted hereunder.
- b. *Proper Management and Administration.* Business Associate may use PHI for the proper management and administration of Business Associate in connection with the performance of Services described in the Terms of Use. Business Associate may disclose PHI for such proper management and administration of Business Associate. Any such disclosure of PHI shall only be made if the disclosure is required by law or Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that: (1) the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and (2) Business Associate will be notified by

such person of any instances of which it becomes aware in which the confidentiality of the PHI has been breached.

c. *Other Permitted Uses.* Unless otherwise limited herein, the Business Associate may also: (1) perform Data Aggregation for the health care operations of Covered Entity; (2) may use, analyze, and disclose the PHI in its possession for the public health activities and purposes set forth at C.F.R. § 164.512(b); (3) de-identify any and all PHI provided that Business Associate implements de-identification criteria in accord with 45 C.F.R. §164.514(b); and (4) may otherwise use and disclose the PHI as authorized by Covered Entity pursuant to the Terms of Use.

d. *Minimum Necessary.* Covered Entity shall provide, and Business Associate shall request, Use and Disclose, only the minimum amount of PHI necessary to accomplish the purpose of the request, Use or Disclosure. The Parties acknowledge that the Secretary may issue guidance with respect to the definition of “minimum necessary” from time to time, and agree to stay informed of any relevant changes to the definition.

3. Nondisclosure

As Provided In Agreement. Business Associate shall not use or further disclose PHI except as permitted or required by this Agreement or as required by law.

4. Responsibilities of Business Associate

a. *Safeguards.* Business Associate shall use appropriate safeguards to protect PHI, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of PHI not provided for by this Agreement.

b. *Business Associate’s Agents.* Business Associate shall ensure that any agents, including subcontractors, to whom it provides PHI agree in writing to be bound by the same restrictions and conditions that apply to Business Associate with respect to such PHI.

c. *Reporting.* Business Associate shall promptly report to Covered Entity any use or disclosure of PHI in violation of this Agreement or applicable law of which it becomes actually aware. Business Associate further agrees to promptly report to Covered Entity any Security Incident of which it becomes actually aware. In addition, Business Associate shall promptly report to Covered Entity any Breach of Unsecured PHI.

d. *Mitigation.* Business Associate shall have procedures in place to mitigate any deleterious effect from any use or disclosure of PHI in violation of this Agreement or applicable law.

e. *Cost Reimbursement.* In the event of a Breach involving PHI maintained, used, or disclosed by Business Associate that is the fault of Business Associate, Business Associate shall reimburse Covered Entity for the reasonable cost of providing any legally required notice to affected individuals and the cost of credit monitoring for such individuals to the extent deemed necessary by Covered Entity in its reasonable discretion.

f. *Sanctions.* Business Associate shall have and apply appropriate sanctions against any employee, subcontractor or agent who uses or discloses PHI in violation of this Agreement or applicable law.

g. *United States Department of Health and Human Services.* Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining Covered Entity’s compliance with the HIPAA Rules; provided, however, that Business Associate shall promptly notify Covered Entity upon receipt by Business Associate of any such request for access by the Secretary, and shall provide Covered Entity with a copy thereof as well as a copy

of all materials disclosed pursuant thereto. The parties' respective rights and obligations under this Section shall survive termination of this Agreement.

5. Obligation to Provide Access, Amendment and Accounting of PHI

- a. *Access to PHI.* Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill Covered Entity's obligations to provide access to, and copies of, PHI in accordance with HIPAA Rules.
- b. *Amendment of PHI.* Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill Covered Entity's obligations to amend PHI in accordance with HIPAA Rules.
- c. *Accounting of Disclosures of PHI.* Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill Covered Entity's obligations to provide an accounting of disclosures with respect to PHI in accordance with HIPAA Rules. Business Associate shall make this information available to Covered Entity upon Covered Entity's request.
- d. *Forwarding Requests From Individual.* In the event that any individual requests access to, amendment of, or accounting of PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or Business Associate to violate HIPAA Rules, Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

6. Responsibilities of Covered Entity

Covered Entity will:

- a. provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520 as well as any changes to such notice;
- b. provide Business Associate with any changes in, or revocation of, permission by Individual to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;
- c. notify Business Associate of any restriction to the use and/or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522.

7. Indemnification

Business Associate agrees to indemnify, defend, and hold harmless Covered Entity, its directors, officers, employees, contractors and agents, against, and in respect of, any and all claims, losses, expenses, costs, damages, obligations, penalties, and liabilities which Covered Entity may incur by reason of Business Associate's breach of or failure to perform any of its obligations pursuant to this Agreement.

8. Term and Termination

- a. *Term.* This Agreement shall be effective as of the Effective Date, and shall continue until the earlier of when this Agreement is terminated in accordance with the provisions of this Section or the underlying agreement terminates.
- b. *Termination.*
 - 1) If Covered Entity determines that Business Associate has breached or violated a material term of this Agreement, Covered Entity may, at its option, pursue any and all of the following

remedies:

- a) Take any reasonable steps that Covered Entity, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or
 - b) Covered Entity may terminate this Agreement in the event of Business Associate's uncured material breach of this Agreement following 30 days' notice and opportunity to cure, if curable.
- 2) If Business Associate determines that Covered Entity has breached or violated a material term of this Agreement, Business Associate may, at its option, pursue any and all of the following remedies:
- a) take any reasonable steps that Business Associate, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or
 - b) terminate this Agreement in the event of Covered Entity's uncured material breach of this Agreement following 30 days' notice and opportunity to cure, if curable.
- c. *Return or Destruction of Records.* Upon termination of this Agreement for any reason, Business Associate shall return or destroy, as specified by Covered Entity, all PHI that Business Associate still maintains in any media, and shall retain no copies of such PHI. If Covered Entity, in its sole discretion, requires that Business Associate destroy any or all PHI in its possession, Business Associate shall certify to Covered Entity that the PHI has been destroyed. If return or destruction is not feasible, Business Associate shall inform Covered Entity of the reason it is not feasible and shall continue to extend the protections of this Agreement to such information and limit further use and disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. The foregoing will not apply, however, to any PHI for which Business Associate has received from the applicable individual (with respect to whom the PHI pertains) authorization in accordance with HIPAA that Business Associate may retain such PHI for the purposes authorized by the individual. Business Associate's obligations with respect to such PHI will become outside the scope of this Agreement and will be governed by HIPAA and the agreement between Business Associate and the individual.

9. Part 2 Responsibilities

- a. To the extent that in performing its services for Covered Entity, Business Associate uses, discloses, maintains, or transmits protected health information that is protected by Part 2, Business Associate: (1) will rely on Covered Entity to obtain necessary patient consent before Covered Entity transmits patient information subject to Part 2 through Business Associate's Services; (2) acknowledges and agrees that in receiving, storing, processing or otherwise dealing with any such patient records, it must comply with the Part 2 regulations in connection with any requests for access by parties other than those with which Covered Entity communicates through Business Associate's Service; and (3) if necessary, will resist in judicial proceedings any efforts to obtain access to patient information except as permitted by the Part 2 regulations.
- b. Notwithstanding any other language in this Agreement, Business Associate acknowledges and agrees that any patient information it receives from Covered Entity that is protected by Part 2 is subject to protections that prohibit Business Associate from disclosing such information to agents or subcontractors without the specific written consent of the subject individual.
- c. Business Associate acknowledges that any unauthorized disclosure of information under this section is a federal criminal offense.

10. General Provisions.

- a. State Law. Nothing in this Agreement shall be construed to require Business Associate to use or disclose PHI without a written authorization from an individual who is a subject of the PHI, or written authorization from any other person, where such authorization would be required under state law for such use or disclosure.
- b. Amendment. Covered Entity and Business Associate agree that amendment of this Agreement may be required to ensure that Covered Entity and Business Associate comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of PHI, including, but not limited to, changes under the HIPAA Rules. This Agreement may not otherwise be amended except by written agreement between both parties.
- c. Governing Law and Venue. This Agreement will be construed in accordance with and governed by the internal law of Covered Entity's state, without regard to the choice or conflicts of law provisions of any jurisdiction. In the event that either party institutes any action or proceeding arising out of or relating to this Agreement, exclusive jurisdiction will be in the state or federal court in the county where Covered Entity is located.
- d. Attorney's Fees. The prevailing party in any action or proceeding to enforce any of the provisions of this Agreement shall be entitled to recover reasonable attorneys' fees, costs and expenses incurred in connection with actions or proceedings.
- e. Waiver. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by that party in writing.
- f. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.
- g. Assignment. The rights and/or obligations contained in this Agreement may not be assigned, delegated or otherwise transferred by either party (except to a direct or indirect parent or subsidiary) without the prior written approval of the other party, not to be unreasonably withheld, provided, however that either party may assign this agreement in connection with a merger, consolidation or acquisition of a party resulting in a change of control or a transfer or sale of all or substantially all of the assets of either party. No assignment or delegation shall relieve either party of liability for its obligations hereunder.
- h. Counterparts. This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.
- i. Notices. All notices, requests, or consents required or permitted under this Agreement will be in writing (including electronic form) to each party or to such other party and/or address as any of such parties may designate in a written notice served upon the other party in the manner provided for below. Each notice, request, consent, or other communication will be given and will be effective: (1) if delivered by hand, when so delivered; (2) if delivered by nationally recognized overnight courier service or sent by United States Express Mail, upon confirmation of delivery; (3) if delivered by certified or registered mail, on the third following day after deposit with the United States Postal Service.

The parties have executed this Agreement duly authorized to be effective as of the Effective Date.

COVERED ENTITY

City of Ocoee, Florida
1 N. Bluford Ave
Ocoee, Florida 34761-2715

By: _____

(Printed Name, Title)

BUSINESS ASSOCIATE

CommuniCare Technology, Inc. dba Pulsara

By:  _____

Anna Larson, Director of Commercial Operations

(Printed Name, Title)



Meeting Date: November 19, 2024
Item #: 7

Contact Name: John Haas
Contact Number: Ext. 1553

Department Director: John Haas
City Manager: Craig Shadrix

Subject: Approval of New Microsoft Enterprise Agreement. (Acting IT Director Haas)

Background Summary:

On November 2, 2021, the City Commission approved a three-year Enterprise Agreement with Microsoft through Software House International (SHI). The three-year term is set to expire in November 2024. The new three-year contract is quoted at the cost of \$146,924.27 per year at the current equipment level.

The City currently uses the Microsoft platform for email, business productivity, file storage, remote access, and database applications. The new agreement permits the City to expand on these licensed options by allowing the City to move more applications such as email and productivity apps to the Microsoft Government Cloud. Additional applications are used by specific departments, such as Police and Fire, for mapping, and call routing. Standardizing on the Microsoft platform helps provide a seamless and fully integrated system from the desktop to the server, reducing technical issues and downtime.

Issue:

Should the Honorable Mayor and City Commissioners approve the new Microsoft Enterprise Agreement with SHI, the state contract holder?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve the new three-year Microsoft Enterprise Agreement.

Attachments:

1. SHI Quote
2. Microsoft EA Contract

Financial Impacts:

The initial \$146,924.27 cost is funded in the current Fiscal Year 2024-2025 budget within the General Government operating account. The yearly cost of the renewal will be budgeted accordingly in the General Government operating account for future years.

Type of Item: Consent



Pricing Proposal
Quotation #: 25401496
Reference #: EA# 81800760
Created On: 10/8/2024
Valid Until: 11/7/2024

FL-City of Ocoee

John Haas

FL
United States
Phone:
Fax:
Email: jhaas@ocoe.org

Microsoft Inside Account Manager – East Region Gov

Alexander Tyson-March

290 Davidson Ave
Somerset, NJ 08873
Phone: 7325648266
Fax:
Email: Alexander_tysonmarch@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 O365 G3 GCC Sub Per User Year 1 of 3 (12 Months) Microsoft - Part#: AAA-11894 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 11/1/2024 – 10/31/2025 Note: EA# 81800760 See Payment Schedule Below	430	\$251.69	\$108,226.70
2 ECAL Bridge O365 Sub Per User Microsoft - Part#: AAA-12426 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 11/1/2024 – 10/31/2025 Note: EA# 81800760 See Payment Schedule Below	430	\$42.00	\$18,060.00
3 Project P3 GCC Sub Per User Year 1 of 3 (12 Months) Microsoft - Part#: 7MS-00001 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 11/1/2024 – 10/31/2025 Note: EA# 81800760 See Payment Schedule Below	1	\$279.05	\$279.05
4 Win Server DC Core ALng SA 2L Year 1 of 3 (12 Months) Microsoft - Part#: 9EA-00278 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 11/1/2024 – 10/31/2025 Note: EA# 81800760 See Payment Schedule Below	32	\$128.83	\$4,122.56
5 Win Server Standard Core ALng SA 2L Year 1 of 3 (12 Months) Microsoft - Part#: 9EM-00270 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 11/1/2024 – 10/31/2025 Note: EA# 81800760 See Payment Schedule Below	368	\$19.77	\$7,275.36
6 SQL Server Standard Core ALng SA 2L Year 1 of 3 (12 Months)	10	\$660.06	\$6,600.60

Microsoft - Part#: 7NQ-00292
Contract Name: Sourcewell- Technology Products & Solutions
Contract #: 121923-SHI
Coverage Term: 11/1/2024 – 10/31/2025
Note: EA# 81800760 See Payment Schedule Below

7	Win Remote Desktop Services CAL ALng SA UCAL Year 1 of 3 (12 Months) Microsoft - Part#: 6VC-01254 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 11/1/2024 – 10/31/2025 Note: EA# 81800760 See Payment Schedule Below	20	\$25.00	\$500.00
8	Power BI Pro GCC Sub Per User Year 1 of 3 (12 Months) Microsoft - Part#: DDJ-00001 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 11/1/2024 – 10/31/2025 Note: EA# 81800760 See Payment Schedule Below	20	\$93.00	\$1,860.00
			Total	\$146,924.27

Additional Comments

Payment Schedule:
Year 1 of 3: \$146,924.27
Year 2 of 3: \$146,924.27
Year 3 of 3: \$146,924.27
Total Payments: \$440,772.81

SHI SPIN: #143012572
SHI-GS SPIN (For Texas customers ONLY): #143028315
For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Program Signature Form

MBA/MBSA number

Agreement number

5854775

5-0000012087826

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10636
Enterprise Amendment	M97(NEW)
Product Selection Form	2740931.004_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Ocoee
Signature*
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

77983752

Framework ID
(if applicable)

Previous Enrollment number
(Reseller to complete)

81800760

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (6) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. ***End of Enrollment term and termination.***

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

- a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b.** All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c.** Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i)** Government Community Cloud Services will be offered only within the United States.
 - (ii)** Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii)** References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and the following Affiliate(s):

Unless specifically identified above, all Affiliates of Customer, either existing at the execution of this Enrollment or created or acquired after the execution of this Enrollment, will be excluded from the Enterprise. To request that an additional Affiliate be included in Customer's Enterprise, Customer must identify an Affiliate to Microsoft in writing and provide any required documentation. Microsoft will reasonably review requests under this paragraph and may approve the inclusion of an Affiliate in Customer's Enterprise in its sole discretion.

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Ocoee

Contact name: First* John **Middle** **Last*** Haas

Contact email address* JHaas@ocoe.org

Street address* 1 N Bluford Ave

City* Ocoee

State* FL

Postal code* 34761-2202 -

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 407-554-7119

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* John **Middle** **Last*** Haas

Contact email address* JHaas@ocoe.org

Street address* 1 N Bluford Ave

City* Ocoee

State* FL

Postal code* 34761-2202 -

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 407-554-7119

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* John **Middle** **Last*** Haas

Contact email address* JHaas@ocoe.org

Phone* 407-554-7119

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.

Street address (PO boxes will not be accepted)* 290 Davidson Ave

City* Somerset

State* NJ

Postal code* 08873-4145

Country* United States

Contact name* Scott Doherty

Phone* 888-764-8888

Contact email address* msteam@shi.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* Scott Doherty

Printed name* Scott Doherty

Printed title*

Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Ocoee

Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	81800760	X	X

Amendment to Contract Documents

Enrollment Number

5-0000012087826

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAA-12426	ECAL Bridge O365 Sub Per User	0	430
AAA-11894	O365 G3 GCC Sub Per User	0	430
7MS-00001	Planner & Project P3 GCC Sub Per User	0	1
DDJ-00001	Power BI Pro GCC Sub Per User	1	0
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	0	430

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Jan2023)v2(IU).docx		M97	B
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Proposal ID

2740931.004

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	430	430	1.0	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
O365 G3 GCC	430
Client Access License (CAL)	
Enterprise CAL	
Bridge for Office 365	430

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	430	430	0	0

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	
Note 3: Bridge CAL, Office 365 Plan E3 Add Ons, EMS Add Ons, Windows Ent SA Per User Add Ons, and Enterprise Cloud Suite Add On quantities are not included for Price Leveling, as License quantities are determined by the corresponding Enterprise Online Service(s).	



Meeting Date: November 19, 2024

Item #: 8

Contact Name: Christopher McKinstry
Contact Number: Ext. 3055

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Acceptance of Federal Fiscal Year 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (JAG Countywide-State Solicitation). (Assistant Police Chief McKinstry)

Background Summary:

During the August 6, 2024, City Commission meeting, the Commission approved the Police Department's application for the Edward Byrne Memorial Justice Assistance Grant (JAG). This grant will allow the police department to purchase tactical equipment, providing another tool to keep members of the public and police officers safe. The grant will award the Ocoee Police Department \$11,460.00, which is needed to purchase tactical equipment.

Issue:

Should the Honorable Mayor and City Commissioners authorize the Mayor to sign the Award Agreement allowing the Police Department to receive \$11,460.00 through the Edward Byrne Memorial Justice Assistance Grant (JAG) to purchase tactical equipment?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners authorize the Mayor to sign the Award Agreement allowing the Police Department to receive \$11,460.00 through the Edward Byrne Memorial Justice Assistance Grant (JAG) to purchase tactical equipment.

Attachments:

1. Federal Award Agreement

Financial Impacts:

No matching funds are required by the City. The Ocoee Police Department will be awarded \$11,460.00 through the Edward Byrne Memorial Justice Assistance Grant (JAG).

Type of Item: Consent

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308**

AWARD AGREEMENT

Recipient: City of Ocoee
Recipient SAM UEI: PW36JGN235S7
Award Number: 6N092
Award Period: 10/01/2024 – 09/30/2025
Award Title: C-6N092 FY23 Pepperball Blast
Federal Funds: \$11,460.00
Matching Funds: \$0.00
Total Funds: \$11,460.00
CFDA: 16.738
Federal Award Number: 15PBJA-23-GG-02972-MUMU
Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)
Federal Awarding Agency: U.S. Department of Justice (USDOJ)
Pass-through Entity: Florida Department of Law Enforcement (FDLE)
Research & Development: No
Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as “FDLE” or “Department”) and the City of Ocoee (herein referred to as “Recipient”);

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period.

For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget (**Appendix B**) incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Award ID: 6N092
Award Title: C-6N092 FY23 Pepperball Blast
Award Period: 10/01/2024 – 09/30/2025

Florida Department of Law Enforcement Office of Criminal Justice Grants

Signature: _____ Date: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Recipient City of Ocoee

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

Recipient Chief Official

Signature: _____ Date: _____

Typed Name and Title: Rusty Johnson, Mayor

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

Appendix A - Scope of Work

Award Number: 6N092
Recipient: City of Ocoee
Award Title: C-6N092 FY23 Pepperball Blast
Award Period: 10/01/2024 - 09/30/2025

Problem Identification

The City of Ocoee Police Department (OPD) handles situations where an individual being taken into custody may become hostile or violent towards Law Enforcement Officers (LEO). Prior to the use of physical force, officers employ verbal techniques and tasers as tactics of de-escalation. Sometimes, physical force must be utilized, and that force can potentially cause injury to both the LEO and the suspect. OPD continually searches for additional conflict resolution options to help eliminate the need for physical force. A popular solution that affords another layer of opportunity to de-escalate situations like these is the use of the pepperball. The pepperball solution is loaded into a small, cylindrical launcher carried in a holster and, when deployed, grants the officer some distance from the suspect, promoting safety for both parties.

Scope of Work

The City of Ocoee Police Department will use JAG grant funds to purchase a pepperball solution consisting of live and inert projectiles with launchers and holsters. This solution is new to the agency and would enhance the ability to deescalate situations. Inert projectiles contain a harmless, scented powder, and will be used for training and qualifications. The use of live projectile pepperballs will disorient the suspect and empower officers to maintain control and resolve conflicts without the need for serious physical force, safeguarding both themselves and the individuals they interact with.

Appendix B - Deliverables

Award Number: 6N092
Recipient: City of Ocoee
Award Title: C-6N092 FY23 Pepperball Blast
Award Period: 10/01/2024 - 09/30/2025

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to procure a pepperball projectiles, pepperball launchers, and holsters.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received as attested through the submission of the payment request will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$11,460.00

Appendix C - Approved Budget

Award Number:	6N092		
Recipient:	City of Ocoee		
Award Title:	C-6N092 FY23 Pepperball Blast		
Award Period:	10/01/2024-09/30/2025		
Award Amount:	\$11,460.00	\$0.00	\$11,460.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment

Item Name	Description	Grant Funded	Match	Total
Pepperball Units, Launchers, and Holsters.	The following itemized list contains: Loaded and ready to fire pepperball units and holsters 100 Live units @ 40.00 = 4000.00 100 Inert units @ 25.00 = 2500.00 100 Holsters @ 49.00 = 4900.00 Shipping = 60.00 Total = 11,460.00	\$11,460.00	\$0.00	\$11,460.00
D. Equipment Subtotal:				\$11,460.00

Appendix D: Award Contacts

Award Number: 6N092
Recipient: City of Ocoee
Award Title: C-6N092 FY23 Pepperball Blast
Award Period: 10/01/2024 - 09/30/2025

Recipient Grant Manager (GM)

Name: Chris McKinstry
Title: Assistant Chief of Police
Address: 646 Ocoee Commerce Parkway
Ocoee, FL 34761-2918
Phone: 407-905-3160
Email: cmckinstry@ocoe.org

Recipient Chief Official (CO)

Name: Rusty Johnson
Title: Mayor
Address: 1 North Bluford Ave.
Ocoee, FL 34761
Phone: 407-905-3100
Email: rjohnson@ocoe.org

Recipient Chief Financial Officer (CFO)

Name: Rebecca Roberts
Title: Finance Manager
Address: 1 North Bluford Ave.
Ocoee, FL
Phone: 407-905-3100
Email: cmckinstry@ocoe.org

Recipient Additional Point of Contact (POC)

Name: Vincent Ogburn
Title: Chief of Police
Phone: 407-905-3160
Email: vogburn@ocoe.org

Appendix E: Special Conditions

Award Number: 6N092
Recipient: City of Ocoee
Award Title: C-6N092 FY23 Pepperball Blast
Award Period: 10/01/2024 - 09/30/2025

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

- S0001 At the time of application review, it was noted the Recipient's SAM.gov registration will expire on Dec 17, 2024. To prevent delays in payment, the Recipient should renew their registration in SAM.gov prior to the expiration date.
- S0053 At the time of application, the Recipient's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320 (see Subaward Management Questionnaire (SMQ) section VIII). Documentation of compliance with these requirements must be in accordance with the standards identified in OMB's Uniform Requirements and must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- S0088 A risk assessment completed at the time of application review determined this project is LOW-RISK. As a result, backup documentation related to all grant-funded expenditures must be maintained and made available to OCJG upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

Appendix F – FY2023 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide

<https://www.ojp.gov/doj-financial-guide-2022>

Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. Part 200)

Subpart A, Definitions

Subparts B-D, Administrative Requirements

Subpart E, Cost Principles

Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: <https://www.ecfr.gov/>

2 C.F.R. § 175.15(b), Award Term for Trafficking in Persons

28 C.F.R. § 38, Equal Treatment for Faith-Based Organizations

28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments

28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace

28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:

Title 34, U.S. Code, Crime Control and Law Enforcement

Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information

Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<https://files.floridados.gov/media/706717/g1-sl-june-2023.pdf> and <https://files.floridados.gov/media/706718/g2-june-2023.pdf>

State of Florida Statutes:

Section 112.061, Fla. Stat., Per diem/travel expenses of public officers, employees, authorized persons

Chapter 119, Fla. Stat., Public Records

Section 215.34(2), Fla. Stat., State funds; non-collectible items; procedure

Section 215.97, Fla. Stat. Florida Single Audit Act

Section 215.971, Fla. Stat., Agreements funded with federal or state assistance

Section 215.985, Fla. Stat., Transparency in government spending

Section 216.181(6), Fla. Stat., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also the definitions of *capital assets*, *computing devices*, *general purpose equipment*, *information technology systems*, *special purpose equipment*, and *supplies* in 2 C.F.R. § 200.1.

Fiscal Agent refers to the agency responsible for the administration of the Project Safe Neighborhoods (PSN) award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§ 200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a

beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in § 200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§ 200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 Non-Procurement, Debarment and Suspension - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

5.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

6.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

7.0 Additional Restrictions on Lobbying - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

8.0 "Pay-to-Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

9.0 The Coastal Barrier Resources Act - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

- 10.0 Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Section 435, Florida Statutes shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.
- 11.0 Confidentiality of Data** - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.
- 12.0 Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.
- 13.0 Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.
- 14.0 Flood Disaster Protection Act** - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.
- 15.0 General Appropriations Restrictions** - The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.
- 16.0 Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.
- 17.0 For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the recipient must:
- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
 - 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.
- 18.0 Personally Identifiable Information Breaches** - The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP award-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
- 19.0 Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards** - Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment>, and are incorporated by reference here.

- 20.0 Exceptions regarding Prohibited and Controlled Equipment under OJP awards** - Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds-- prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

SECTION II: CIVIL RIGHTS REQUIREMENTS

- 1.0 Participant Notification of Non-discrimination** FDLE does not discriminate on the basis of race, color, religion, **Participant Notification of Non-discrimination** - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.
- 2.0 Title VI of the Civil Rights Act of 1964** - The recipient, or subrecipient at any tier, must comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, and the DOJ implementing regulations, 28 C.F.R. pt. 42, subpts. C & D, which prohibits discrimination in federally assisted programs based on race, color, and national origin in the delivery of services.
- 3.0 Equal Employment Opportunity Program (EEOP)** – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. § 42, Subpart E, including preparing a Verification Form within 120 days from the initial award date and annually thereafter, and preparing an EEO Plan if required.
- Recipients are required to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).
- 4.0 Title IX of the Education Amendments of 1972** - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 20 U.S.C. § 1681, and the DOJ implementing regulation at 28 C.F.R. § 54, which prohibits discrimination in federally assisted education programs based on sex both in employment and in the delivery of services.
- 5.0 Partnerships with Faith-Based and other Neighborhood Organizations** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.
- 6.0 Title II of the Americans with Disabilities Act of 1990** - Recipients who are public entities must comply with the requirements of the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, and the DOJ implementing regulation at 28 C.F.R. pt. 35, which prohibits discrimination on the basis of disability both in employment and in the delivery of services, including provision to provide reasonable accommodations.
- 7.0 Section 504 of the Rehabilitation Act of 1973** - Recipients must comply with all provisions of 28 U.S.C. § 794, and the DOJ implementing regulation at 28 C.F.R. pt. 42, subpt. G, which prohibits discrimination in federally assisted programs on the basis of disability in both employment and the delivery of services.
- 8.0 Age Discrimination Act of 1975** - Recipients must comply with all requirements of 42 U.S.C. § 6102, and the DOJ implementing regulation at 28 C.F.R. pt. 42, subpt. I, which prohibits discrimination based on age in the delivery of services in federally assisted programs.
- 9.0 Omnibus Crime Control and Safe Streets Act of 1968** – Recipients must comply with all provisions of 34 U.S.C. § 10228(c), and the DOJ implementing regulations at 28 C.F.R. pt. 42, subpts. D & E, which prohibits discrimination in programs funded under the statute on the basis of race, color, national origin, sex, and religion, both in employment and in the delivery of services.
- 10.0 Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.
- 11.0 Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- 12.0 Filing a Complaint** - If an employee, applicant, or client of a recipient has a discrimination complaint against the recipient, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or at <https://www.ojp.gov/program/civil-rights-office/filing-civil-rights-complaint>.

For additional information on procedures for filing discrimination complaints, please visit <https://www.fdle.state.fl.us/FDLE-Grants/Office-of-Criminal-Justice-Grants/Contact-Us>.

- 13.0 Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 14.0 Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.
- 15.0 Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that their employees, applicants, or clients may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.
- 16.0 Civil Rights Training Requirements** - In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part [Civil Rights Training](#) and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

- 2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 1.0 Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.
- 2.0 Use of Funds** - Federal funds may only be used for the purposes in the recipient's approved award agreement.
- 3.0 Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.
- 4.0 Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including

descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.

5.0 Financial Consequences for Failure to Perform - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.

6.0 Award Amendments - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

- 7.0 Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- 8.0 Project Income (PGI)** - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

- 9.0 Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

- 10.0 Verification and updating of Recipient Grant Manager contact information** - The recipient must verify its Recipient Grant Manager (GM) contact information in AmpliFund, including telephone number and e-mail address, is current and correct. If any information is incorrect or has changed, an authorized user of the recipient must make changes to the GM information in AmpliFund and provide the GM's contact information to the OCJG grant manager within thirty days of the change.

SECTION V: MONITORING AND AUDITS

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, unless specifically exempted and/or made confidential by operation of Chapter 119, Florida Statutes, and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

- 2.0 Assessments and Evaluations** - The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outlined by the Office of Justice Programs. The recipient agrees to cooperate with any assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.
- 3.0 Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).
- 4.0 Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R. § 200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.
- 5.0 Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.
- 6.0 High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
- 7.0 Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high-risk" for purposes of the DOJ high-risk list.
- 8.0 Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <https://files.floridados.gov/media/706717/gs1-sl-june-2023.pdf>.
- 9.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-

one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in Chapter 120, Florida Statutes, and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes.

- 10.0 Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.
- 11.0 Single Annual Audit** - Recipients that expend \$1,000,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" Section 215.97, Florida Statutes, "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than \$1,000,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at

<https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at

<https://www.ojp.gov/doj-guide-to-procurement-procedures>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with Section 216.3475, Florida Statutes. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).
- 3.0 Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 C.F.R. Subpart E, "Cost Principles".
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute

or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

- 5.0 Unmanned Aircraft Systems (UAS)** - The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.
- 6.0 Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.
- 7.0 Body Armor** - Certification of body armor "mandatory wear" policies, and compliance with NIJ standards If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty. **For PSN**, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.
- Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>.
- 8.0 Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 9.0 Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds \$250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (See § 287.057(5), Fla. Stat.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

10.0 Personnel Services - Recipients may use award funds for eligible personnel services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

11.0 Contractual Services - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (<https://www.ojp.gov/doj-financial-guide-2022>); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

12.0 FFATA Reporting Requirements - Recipients that enter into awards of \$30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>.

13.0 Travel and Training - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines Section 112.061, Florida Statutes. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

- 14.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.
- 15.0 Training and Training Materials** - Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.
- 16.0 Publications, Media, Websites, and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 2 C.F.R. 200.315.

Written, Visual, or Audio Publications - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, must contain the following statements identifying the federal award:

"This project was supported by [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics]. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

Websites - Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

17.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS) - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 34 U.S.C. § 10231. The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

19.0 Interoperable Communications Guidance - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.cisa.gov/sites/default/files/2023-04/fy23_safecom_guidance.pdf.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

20.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Recipient shall document planned approaches to information sharing and describe

compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

21.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment - In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

22.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- 1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) -- Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- 2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

23.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

24.0 Whistleblower Protections – An employee of a recipient (at any tier) must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

25.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the [DOJ Grants Financial Guide](#) is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

26.0 For JAG: Task Force Training Requirement - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive,

task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed <https://www.centf.org/CTFLI/>.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

- 27.0 For NCHIP & NARIP: Protective Order Systems** - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

SECTION VII: ADDITIONAL REQUIREMENTS

- 1.0 Environmental Protection Agency's (EPA) list of Violating Facilities** - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- 2.0 National Environmental Policy Act (NEPA)** - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

- 3.0 National Historic Preservation Act** - The recipient will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 300.101 et seq.), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. 312501-312508) and the National Environmental Policy Act of 1969 (43 C.F.R. 46).
- 4.0 Human Research Subjects** - The recipient agrees to comply with the requirements of 28 C.F.R. § 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
- 5.0 Disclosures**

Conflict of Interest – Recipients (at any tier) must establish safeguards to prohibit employees, officers, agents, and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

No employee, officer, agency, or board member may solicit nor accept gratuities, favors, or anything of monetary value from providers/contractors.

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

- 6.0 Uniform Relocation Assistance and Real Property Acquisitions Act** - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.
- 7.0 Limitations on Government Employees Financed by Federal Assistance** - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
- 8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
- 9.0 Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and Section 316.305, Florida Statutes., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).
- 11.0 Forensic Genealogy Testing** - Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit <https://www.justice.gov/olp/page/file/1204386/download>.
- 12.0 Environmental Requirements and Energy** - For awards in excess of \$100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C § 85), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1 seq.). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

13.0 Other Federal Funds - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

14.0 Trafficking in Persons - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as “employees” of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

15.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements - Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

16.0 Employment Eligibility Verification for Hiring Under This Award - The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- 1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- 2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- 3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
- 4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
- 6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- 7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- 8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

17.0 Determination of Suitability to Interact with Minors - This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

18.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

- 1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- 2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- 3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

19.0 Safe Policing and Law Enforcement - Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in [Executive Order 13929](#). For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

20.0 For JAG: Extreme Risk Protection Programs - Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

21.0 For RSAT: State Alcohol and Drug Abuse Agency - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

22.0 For RSAT: Drug Testing - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

23.0 For RSAT: Opioid Abuse and Reduction - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

24.0 For RSAT: Data Collection - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.

25.0 For RSAT: Recipient understands and agrees that strategic planning activities funded by this award must include planning on how to address individuals with co-occurring mental health and opioid use disorders.

26.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts

covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

27.0 For PSN: Media-related Outreach - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

28.0 For NCHIP & NARIP: Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

29.0 For NCHIP & NARIP: Coordination and Compatibility with Systems - In accordance with federal award conditions, recipient agrees all activities supported under this award must:

- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
- 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
- 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

30.0 For NCHIP & NARIP: Firearm and Background Checks - Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. § 922 and 34 U.S.C. Ch. 409 -- in connection with any use, by the recipient (or any subrecipient at any tier), of this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.



STAFF REPORT

Meeting Date: November 19, 2024
Item #: 9

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

Department Director: Rebecca Roberts
City Manager: Craig Shadrix

Subject: Approval to Award Invitation to Bid (ITB) #25-001 Transmission Main Interconnect to Orange County Utilities RCW System ARPA Project. (Procurement Manager Tolbert)

Background Summary: In compliance with State and Federal Regulations and Chapter 21 of the City's Code of Ordinances, the City solicited bids from qualified contractors to construct the Transmission Main Interconnect to Orange County Utilities RCW System, and it will be completed in compliance with the federal American Rescue Plan Act (ARPA). This project consists of the installation of approximately 3,750 linear feet of 16-inch polyvinyl chloride (PVC) reclaimed water main by open-cut installation, 50 linear feet of 16-inch ductile iron (DI) reclaimed water main by open-cut installation, and 980 linear feet of 20-inch high-density polyethylene (HDPE) reclaimed water main by horizontal directional drill. The project also includes 980 linear feet of 14-inch HDPE installed by horizontal directional drill and 2,900 linear feet of 12-inch ductile iron water main installed by open cut. Along with the installation of the piping, the project consists of connections to existing water mains and reclaimed water mains, installation of hydrants, valves, fittings, pressure testing, open cut and restoration of associated roadway, driveways, curb, sodding, seeding and other restoration as may be required.

The ITB was publicly advertised on September 29, 2024, and opened on November 5, 2024. There were a total of eight (8) bids received. However, after review by the Utilities and Finance Department, one (1) bidder was considered non-responsive for failure to use the revised bid form provided in Addendum One (1). The responsive bids ranged from \$2,474,795.00 to \$4,321,917.00, and are available in the Finance Department for review. Staff recommends awarding ITB #25-001 Transmission Main Interconnect to Orange County Utilities RCW System ARPA Project to the lowest bidder, Cathcart Construction Company - Florida, LLC, for the total bid of \$2,474,795.00 per the attached Award Recommendation from Acting Utilities Director Jen Bolling. This total bid amount comes in under the Engineer's Estimate of \$4,300,000.00.

	Bidder	Total Bid
1.	Cathcart Construction Company – Florida, LLC	\$2,474,795.00
2.	Amcon Development Group, LLC	\$2,999,150.49
3.	Prime Construction Group, Inc.	\$3,179,000.00
4.	SanPik Inc	\$3,246,150.00
5.	Amici Engineering Contractors, LLC	\$3,281,140.00
6.	Metro Equipment Service, Inc.	\$3,716,980.00
7.	R.P. Utility & Excavation Corp.	\$4,321,917.00

Issue:

Should the Honorable Mayor and City Commissioners award the bid for Transmission Main Interconnect to Orange County Utilities RCW System ARPA Project to Cathcart Construction Company—Florida, LLC?

Recommendations:**Staff recommends the Honorable Mayor & City Commissioners:**

1. Award ITB #25-001 Transmission Main Interconnect to Orange County Utilities RCW System ARPA Project to Cathcart Construction Company – Florida, LLC for the amount of \$2,474,795.00, and authorize the Mayor, City Clerk, and Staff to execute the required contract documents once the required bonds and insurance are received.
2. Authorize the City Manager to approve change orders to this contract up to the limit of his purchasing authority for each change order and up to the budgeted amount for this project for all change orders.

Attachments:

1. Award Recommendation
2. ITB #25-001
3. Bid Tabulation
4. Cathcart Bid Package
5. Addendum 1
6. Addendum 2
7. Addendum 3
8. Plans Cover

Financial Impacts:

The Transmission Main Interconnect to Orange County Utilities RCW System ARPA Project has been budgeted for Fiscal Year 2024-2025 for a total amount of \$4,826,755.00 with \$1,069,496.00 coming from ARPA Funding (120-516-00-6302), \$2,165,000.00 from Wastewater Capital Improvements Carry Forward (408-535-10-6302), and \$1,592,259.00 from Water Capital Improvements Carry Forward (408-533-10-6302). Due to the cost for design of the water main at \$227,400.00, the remaining budget for construction is \$4,599,355.00.

Type of Item: Consent

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

MEMORANDUM

TO: Alexis Chentouf
Purchasing Technician

Through: Jennifer Bolling, P.E. 
Acting Utilities Director

FROM: T'Jean Tomlinson, P.E. 
Engineering Manager

DATE: Thursday, November 7, 2024

RE: ITB #25-001 Transmission Main Interconnect to Orange County Utilities RCW System
ARPA Project Award Recommendation

The Transmission Main Interconnect to Orange County Utilities RCW System ARPA Project has been budgeted for Fiscal Year 2024-2025 for a total amount of \$4,826,755.00 with \$1,069,496.00 coming from ARPA Funding (120-516-00-6302), \$2,165,000.00 from Wastewater Capital Improvements Carry Forward (408-535-10-6302), and \$1,592,259.00 from Water Capital Improvements Carry Forward (408-533-10-6302). Due to the cost for design of the water main at \$227,400.00, the remaining budget for construction is **\$4,599,355.00**. The Utilities Department recommends awarding ITB #25-001 Transmission Main Interconnect to Orange County Utilities RCW System ARPA Project to the lowest responsive bidder for the base bid, Cathcart Construction Company, in the amount of **\$2,474,795.00** based on the following:

- On November 5, 2024, bids were opened for Bid ITB #25-001 Transmission Main Interconnect to Orange County Utilities RCW System ARPA Project. The three lowest bidders and their bid prices are listed below.

1. Cathcart Construction Company, LLC
1056 Willa Springs Dr
Winter Springs, FL 32708
Base Bid Price: \$2,474,795.00

2. AMCON Development Group, LLC
1170 Tree Swallow Drive
Winter Springs, FL 32708
Base Bid Price: \$2,999,150.49

3. Prime Construction Group, Inc.
1000 Jetstream Dr
Orlando, FL 32824
Base Bid Price: \$3,179,000.00

The Utilities Department has a good working relationship with the Cathcart Construction Company on multiple projects under contract RFQ #22-005 Continuing Contract to Bid Small Construction Projects.

SECTION 00020

INVITATION TO BID

ITB #25-001 Transmission Main Interconnect to Orange
County Utilities RCW System
ARPA Project

The City of Ocoee, Florida (“City”, “Owner”) is soliciting sealed Bids for the Project **ITB #25-001 Transmission Main Interconnect to Orange County Utilities RCW System ARPA Project**. The Project is one of the City’s designated utilities projects federal grant funded through the American Rescue Plan Act (ARPA) / Coronavirus State and Local Fiscal Recovery Funds (SLFRF). All procurements by Federal Grant recipients and sub-recipients shall comply with the provisions of 2 C.F.R. Section 200.317 – 327, as applicable. Proper documentation is required by the American Rescue Plan Act, per the federal requirements and corresponding forms.

Description of Work: All Work for the Project shall be constructed in accordance with the drawings and specifications and the Contact Documents prepared by Wright Pierce and the City of Ocoee Utilities Department. The proposed project will be awarded and constructed, in conformance with the plans, specifications, and City of Ocoee Engineering Standards Manual. Bids shall be deemed to include all items necessary for the furnishing, delivering, and installing of all materials, equipment, incidentals, and services, including all labor for the work which is generally described as the following:

- A. The project consists of the installation of approximately 3,750 linear feet of 16-inch polyvinyl chloride (PVC) reclaimed water main by open-cut installation, 50 linear feet of 16-inch ductile iron (DI) reclaimed water main by open-cut installation, and 980 linear feet of 20-inch high-density polyethylene (HDPE) reclaimed water main by horizontal directional drill. The project also includes 980 linear feet of 14-inch HDPE installed by horizontal directional drill and 2,900 linear feet of 12-inch ductile iron water main installed by open cut. Along with the installation of the piping the project consists of connections to existing water mains and reclaimed water mains, installation of hydrants, valves, fittings, pressure testing, open cut and restoration of associated roadway, driveways, curb, sodding, seeding and other restoration as may be required.
- B. All work must be in compliance with the City of Ocoee Engineering Standards Manual. See Section 02100. All work activities shall be required to be in accordance with the permits issued by the respective agencies. All work performed will be required to be done while maintaining the functional operation of the existing reclaim mains.

The City is ONLY accepting electronic solicitation responses online through the City’s Bonfire platform at <https://ocoe.bonfirehub.com>. This link can also be accessed through the City’s website at <https://www.ocoe.org/323/Purchasing> under the Current Open Solicitations menu. All Bid submissions for this ITB MUST be submitted electronically through the Bonfire Platform. Bid submissions received in any other format will not be accepted; no paper, fax, or e-

mailed submissions will be accepted. There is no charge for bidders to use the Bonfire e-procurement platform. Bonfire platform's minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.

Registration with Bonfire is free and is required prior to submitting a bid. It is suggested that prospective bidders register no later than 24 hours in advance of the bid submission deadline to ensure proper registration. Should a Bidder need assistance with registering, please contact the Bonfire Support Desk by emailing support@gobonfire.com. Support by email is provided Monday to Friday from 8:00 a.m. – 8:00 p.m. EST/EDT.

Upon completing the registration with Bonfire, bidders will be able to submit a bid securely, any time before the bid submission deadline, at <https://ocoe.bonfirehub.com> by clicking the "PREPARE YOUR SUBMISSION" under the solicitation. An instructional video is provided for an overview of the submission process. Once 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. The actual contract award will be made by the Ocoee City Commission at a later date. Please be aware that all City Commission meetings are duly noticed public meetings and all documents submitted to the City as a part of a bid constitute public records under Florida law.

Bid Submission Deadline: Bids will only be accepted electronically through the Bonfire Platform **until 3:00 p.m., local time, on November 5, 2024.** Bidders shall submit one (1) complete electronic copy, preferably in a single file, of their Bid on the Bonfire Platform. Bids must be received by Bonfire no later than the bid submission deadline. It shall be the sole responsibility of the Bidder to have its Bid **uploaded and submitted** on the Bonfire Platform prior to the due date and time. Any attempt to submit a bid after the submission deadline will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. A virtual public bid opening will be held at approximately 2:01 pm. or as soon thereafter. Once available, the details on how to access the virtual bid opening will be posted in the project file on Bonfire and available on the City's website at <https://www.ocoe.org/959/Public-Bid-Meetings>.

Deadline for Receipt of Questions: The City will receive questions regarding this ITB only through written inquiries directed to Alexis Chentouf, Purchasing Technician at achentouf@ocoe.org OR through the questions and answer section of the project file on Bonfire until **October 22, 2024 at 2:00 p.m., local time.** Any clarifications/changes will be made by way of written addenda only, issued by Purchasing and posted on Bonfire. Bidders should not contact City staff, with the exception of the Purchasing Technician, or other City consultants for information regarding this ITB before the Bid 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.

Pre-Bid Conference: A non-mandatory pre-bid conference is scheduled for **10:00 a.m. local time on a Wednesday, October 15, 2024,** at the City of Ocoee Commissions Chambers, 1 N.

Bluford Ave, Ocoee, FL 34761.

Bid Bond: A certified check or bid bond shall accompany each Bid. The certified check or bid bond shall be for an amount not less than five percent (5%) of the bid price, and shall be made payable to the City of Ocoee as a guarantee that the Bidder will not withdraw for a period of ninety (90) days after bid closing time. A copy of the bid security is to be included with the bid submitted electronically Bonfire. The original bid security is to be mailed within five (5) business days after the bid opening to: City of Ocoee, Finance Department/Purchasing, Attention: Alexis Chentouf, Purchasing Technician, 1 N. Bluford Avenue, Ocoee, FL 34761. Failure to provide the original will cause your bid to be deemed non-responsive.

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 Bid on an award to provide any goods or services to a public entity, may not submit a bid on an award with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a 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 s. 287.133(2)(a), Florida Statutes.]

Florida Public Records Law. In accordance with Chapter 119, Florida Statutes, and, except as may be provided by Chapter 119, Florida Statutes, and other applicable State and Federal Laws, all Bidders should be aware that the Bid and the responses thereto are in the public domain and are available for public inspection. Bidders are requested, however, to identify specifically any information contained in their bids that they consider confidential and/or proprietary and that they believe to be exempt from disclosure, citing specifically the applicable exempting law. All bids received in response to this Invitation to Bid become the property of the City 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.

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.

The City reserves the right to accept or reject any or all bids, to waive formalities, technicalities or irregularities, to request clarification of information submitted in any bid, or to re-advertise for new bids. The City may accept any item or group of items of any bid, unless the Bidder qualifies its bid by specific limitations. The City may accept one or more bids 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 Bidder which, in the City's sole

discretion, is the most responsive and responsible Bidder. The City reserves the right, as an aid in determining which bid is responsible, to require a bidder to submit such additional evidence of Bidder'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 Bidder, including past performance (experience) with the City and others. The City Commission shall be the final authority in the selection of any and all bids.

END OF SECTION

BID TABULATION

ITB #25-001 Transmission Main Interconnect to Orange County Utilities RCW System
11/05/24 3:00 P.M.

BIDDER			AMCON Development Group, LLC		Amici Engineering Contractors, LLC		Carr & Collier Inc.		Cathcart Construction Company - Florida, LLC	
Acknowledgement of Addendum 1,2, & 3			Bidder Acknowledge Addendum 1& 3 *Missing Addendum 2		✓		Non-Responsive for failure to use the City's Revised Bid Form		✓	
Bid Security			Bid Bond		Bid Bond				Bid Bond	
Company Verification			✓		**				✓	
Required Forms			✓		**				✓	
DESCRIPTION	UNITS	EST'D QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Mobilization/ Demobilization (5%)	Lump Sum	1	\$111,932.91	\$111,932.91	\$130,000.00	\$130,000.00	\$350,000.00	\$350,000.00	\$160,000.00	\$160,000.00
General Requirements, Bonds, and Permits	Lump Sum	1	\$163,682.76	\$163,682.76	\$147,000.00	\$147,000.00	\$100,000.00	\$100,000.00	\$120,000.00	\$120,000.00
Maintenance of Traffic	Lump Sum	1	\$37,345.42	\$37,345.42	\$168,000.00	\$168,000.00	\$68,000.00	\$68,000.00	\$74,000.00	\$74,000.00
Erosion Control	Lump Sum	1	\$109,699.71	\$109,699.71	\$22,000.00	\$22,000.00	\$54,000.00	\$54,000.00	\$27,000.00	\$27,000.00
Evacuation of Unsuitable Material	Cubic Yards	100	\$113.02	\$11,302.00	\$1.20	\$120.00	\$78.00	\$7,800.00	\$40.00	\$4,000.00
Asphalt Removal and Replacement	Square Yards	1250	\$83.63	\$104,537.50	\$60.00	\$75,000.00	\$110.00	\$137,500.00	\$116.00	\$145,000.00
Concrete Work	Square Yards	230	\$400.01	\$92,002.30	\$303.00	\$69,690.00	\$161.00	\$37,030.00	\$175.00	\$40,250.00
Driveway Restoration for Dirt, Gravel, and Paver Driveways	Square Yards	265	\$66.10	\$17,516.50	\$58.00	\$15,370.00	\$33.00	\$8,745.00	\$125.00	\$33,125.00
Furnish and Install 20-inch HDPE Reclaimed Water Main via Horizontal Directional Drill	Linear Feet	980	\$295.38	\$289,472.40	\$397.00	\$389,060.00	\$319.00	\$312,620.00	\$270.00	\$264,600.00
Furnish and Install 16-inch PVC Reclaimed Water Main via Open Cut	Linear Feet	3,750.00	\$151.18	\$566,925.00	\$238.00	\$892,500.00	\$256.00	\$960,000.00	\$127.00	\$476,250.00
Furnish and Install 16-inch Ductile Iron Reclaimed Water Main via Open Cut	Linear Feet	50.00	\$1,100.72	\$55,036.00	\$300.00	\$15,000.00	\$263.00	\$13,150.00	\$880.00	\$44,000.00
Furnish and Install 14-inch HDPE Water Main via Horizontal Directional Drill	Linear Feet	980.00	\$250.32	\$245,313.60	\$310.00	\$303,800.00	\$221.00	\$216,580.00	\$164.00	\$160,720.00
Furnish and Install 12-inch Ductile Iron Water Main by Open Cut	Linear Feet	2900	\$146.47	\$424,763.00	\$147.00	\$426,300.00	\$209.00	\$606,100.00	\$125.00	\$362,500.00
Ductile Iron Fittings (All Sizes)	Ton	8	\$24,950.87	\$199,606.96	\$19,000.00	\$152,000.00	\$10,300.00	\$82,400.00	\$13,000.00	\$104,000.00
16-inch Actuated Butterfly Valve	Each	1	\$61,978.24	\$61,978.24	\$51,000.00	\$51,000.00	\$49,500.00	\$49,500.00	\$23,000.00	\$23,000.00
16-inch Gate Valve	Each	13	\$13,370.68	\$173,818.84	\$11,000.00	\$143,000.00	\$12,500.00	\$162,500.00	\$8,400.00	\$109,200.00
12-inch Gate Valve	Each	11	\$7,618.01	\$83,798.11	\$5,800.00	\$63,800.00	\$6,500.00	\$71,500.00	\$5,300.00	\$58,300.00
2-inch Automatic Gas Release Valve for Reclaimed Water System	Each	6	\$7,514.06	\$45,084.36	\$7,800.00	\$46,800.00	\$8,300.00	\$49,800.00	\$7,300.00	\$43,800.00
2-inch Automatic Gas Release Valve for Water System	Each	5	\$6,960.24	\$34,801.20	\$7,800.00	\$39,000.00	\$8,200.00	\$41,000.00	\$7,300.00	\$36,500.00
Blow off Assembly	Each	1	\$4,720.64	\$4,720.64	\$1,800.00	\$1,800.00	\$9,400.00	\$9,400.00	\$2,800.00	\$2,800.00
Hydrant Assembly	Each	9	\$11,672.22	\$105,049.98	\$8,780.00	\$79,020.00	\$12,500.00	\$112,500.00	\$9,700.00	\$87,300.00
Loaming and Seeding	Lump Sum	1	\$25,842.86	\$25,842.86	\$15,000.00	\$15,000.00	\$19,800.00	\$19,800.00	\$18,000.00	\$18,000.00
Sodding	Square Yards	4350	\$4.87	\$21,184.50	\$4.80	\$20,880.00	\$13.00	\$56,550.00	\$7.00	\$30,450.00
Electrical, Conduit, and Wiring	Lump Sum	1	\$13,735.70	\$13,735.70	\$15,000.00	\$15,000.00	\$10,525.00	\$10,525.00	\$50,000.00	\$50,000.00
TOTAL BASE BID				\$2,999,150.49		\$3,281,140.00		\$3,537,000.00		\$2,474,795.00
				2						1
Yellow highlighted cells indicates discrepancies on bid form										
Bidders listed in alphabetical order.										
*Missing forms considered a minor irregularity										
**License check, submitted forms & references verified only on lowest three firms.										

BID TABULATION

ITB #25-001 Transmission Main Interconnect to Orange County Utilities RCW System
11/05/24 3:00 P.M.

BIDDER			Metro Equipment Service, Inc.		Prime Construction Group, Inc.		R.P. Utility & Excavation Corp.		SanPik Inc	
Acknowledgement of Addendum 1, 2, & 3			✓		✓		✓		✓	
Bid Security			Bid Bond		Bid Bond		Bid Bond		Bid Bond	
Company Verification			**		✓		**		**	
Required Forms			**		✓		**		**	
DESCRIPTION	UNITS	EST'D QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Mobilization/ Demobilization (5%)	Lump Sum	1	\$148,000.00	\$148,000.00	\$126,500.00	\$126,500.00	\$172,000.00	\$172,000.00	\$160,000.00	\$160,000.00
General Requirements, Bonds, and Permits	Lump Sum	1	\$48,000.00	\$48,000.00	\$95,550.00	\$95,550.00	\$510,067.00	\$510,067.00	\$75,000.00	\$75,000.00
Maintenance of Traffic	Lump Sum	1	\$134,000.00	\$134,000.00	\$35,000.00	\$35,000.00	\$850,000.00	\$850,000.00	\$45,000.00	\$45,000.00
Erosion Control	Lump Sum	1	\$2,600.00	\$2,600.00	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00	\$44,000.00	\$44,000.00
Evacuation of Unsuitable Material	Cubic Yards	100	\$40.00	\$4,000.00	\$95.00	\$9,500.00	\$48.00	\$4,800.00	\$50.00	\$5,000.00
Asphalt Removal and Replacement	Square Yards	1250	\$21.00	\$26,250.00	\$45.00	\$56,250.00	\$80.00	\$100,000.00	\$125.00	\$156,250.00
Concrete Work	Square Yards	230	\$146.00	\$33,580.00	\$140.00	\$32,200.00	\$150.00	\$34,500.00	\$250.00	\$57,500.00
Driveway Restoration for Dirt, Gravel, and Paver Driveways	Square Yards	265	\$52.00	\$13,780.00	\$120.00	\$31,800.00	\$160.00	\$42,400.00	\$150.00	\$39,750.00
Furnish and Install 20-inch HDPE Reclaimed Water Main via Horizontal Directional Drill	Linear Feet	980	\$994.00	\$974,120.00	\$370.00	\$362,600.00	\$580.00	\$568,400.00	\$325.00	\$318,500.00
Furnish and Install 16-inch PVC Reclaimed Water Main via Open Cut	Linear Feet	3,750.00	\$136.00	\$510,000.00	\$242.00	\$907,500.00	\$124.00	\$465,000.00	\$200.00	\$750,000.00
Furnish and Install 16-inch Ductile Iron Reclaimed Water Main via Open Cut	Linear Feet	50.00	\$169.00	\$8,450.00	\$270.00	\$13,500.00	\$170.00	\$8,500.00	\$220.00	\$11,000.00
Furnish and Install 14-inch HDPE Water Main via Horizontal Directional Drill	Linear Feet	980.00	\$935.00	\$916,300.00	\$265.00	\$259,700.00	\$300.00	\$294,000.00	\$200.00	\$196,000.00
Furnish and Install 12-inch Ductile Iron Water Main by Open Cut	Linear Feet	2900	\$129.00	\$374,100.00	\$220.00	\$638,000.00	\$120.00	\$348,000.00	\$196.50	\$569,850.00
Ductile Iron Fittings (All Sizes)	Ton	8	\$15,800.00	\$126,400.00	\$13,500.00	\$108,000.00	\$5,000.00	\$40,000.00	\$25,000.00	\$200,000.00
16-inch Actuated Butterfly Valve	Each	1	\$22,800.00	\$22,800.00	\$63,105.00	\$63,105.00	\$100,000.00	\$100,000.00	\$30,000.00	\$30,000.00
16-inch Gate Valve	Each	13	\$6,300.00	\$81,900.00	\$7,850.00	\$102,050.00	\$10,700.00	\$139,100.00	\$15,000.00	\$195,000.00
12-inch Gate Valve	Each	11	\$5,400.00	\$59,400.00	\$5,170.00	\$56,870.00	\$8,000.00	\$88,000.00	\$7,500.00	\$82,500.00
2-inch Automatic Gas Release Valve for Reclaimed Water System	Each	6	\$8,300.00	\$49,800.00	\$7,250.00	\$43,500.00	\$25,000.00	\$150,000.00	\$12,000.00	\$72,000.00
2-inch Automatic Gas Release Valve for Water System	Each	5	\$8,600.00	\$43,000.00	\$6,850.00	\$34,250.00	\$25,000.00	\$125,000.00	\$12,500.00	\$62,500.00
Blow off Assembly	Each	1	\$5,200.00	\$5,200.00	\$3,000.00	\$3,000.00	\$12,000.00	\$12,000.00	\$3,500.00	\$3,500.00
Hydrant Assembly	Each	9	\$9,800.00	\$88,200.00	\$12,500.00	\$112,500.00	\$14,000.00	\$126,000.00	\$12,000.00	\$108,000.00
Loaming and Seeding	Lump Sum	1	\$6,300.00	\$6,300.00	\$15,000.00	\$15,000.00	\$50,000.00	\$50,000.00	\$5,000.00	\$5,000.00
Sodding	Square Yards	4350	\$6.00	\$26,100.00	\$7.50	\$32,625.00	\$9.00	\$39,150.00	\$8.00	\$34,800.00
Electrical, Conduit, and Wiring	Lump Sum	1	\$14,700.00	\$14,700.00	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
TOTAL BASE BID				\$3,716,980.00		\$3,179,000.00		\$4,321,917.00		\$3,246,150.00
						3				
Yellow highlighted cells indicates discrepancies on bid form										
Bidders listed in alphabetical order.										
*Missing forms considered a minor irregularity										
**License check, submitted forms & references verified only on lowest										

SECTION 00300

BID FORM

SUBMITTED: 11/5/24
(Date)

PROJECT IDENTIFICATION: **CITY OF OCOEE BID ITB #25-001**
Transmission Main Interconnect to Orange County Utilities
RCW System ARPA Project

NAME OF BIDDER: Cathcart Construction Company - Florida, LLC

BUSINESS ADDRESS: 1056 Willa Springs Drive PHONE NO.: 407-629-2900
CITY, STATE, ZIP: Winter Springs, Florida 32708

CONTRACTOR'S FEDERAL I.D. NUMBER 46-4740152

CONTRACTOR'S FLORIDA LICENSE NO.: Certified General Contractor #GC051005
Certified Utility and Excavation Contractor #CUC057230

THIS BID IS SUBMITTED TO: City of Ocoee, Florida (hereinafter called Owner)

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work, as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid Form and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Bidding Documents, including, without limitation, those dealing with the disposition of Bid Bond. This Bid will remain open for ninety (90) calendar days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Amendment to the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Intent to Award.
3. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and the Agreement and further warrants and represents that:
 - a. Bidder has examined copies of all the Bidding Documents and of the following Addenda:

No. <u>1</u>	Dated: <u>10/25/24</u>	No. _____	Dated: _____
No. <u>2</u>	Dated: <u>10/31/24</u>	No. _____	Dated: _____
No. <u>3</u>	Dated: <u>11/4/2024</u>	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____

Transmission Main Interconnect to
Orange County Utilities RCW System ARPA Project
ITB #25-001

(Receipt of all which is hereby acknowledged) and also copies of the Invitation for Bids and the Instructions to Bidders.

- b. Bidder has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing the Work.
- c. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface of subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions, as provided in paragraph 4.02.1 of the General Conditions. Bidder accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely, as provided in paragraph 4.02 of the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.
- d. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work, or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
- e. Bidder understands the full extent and scope of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted.
- f. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- g. Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents

are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

- h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a farce or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- i. Per Section 00100 Article 8, Instructions to Bidders, Bidder hereby agrees, if his/her bid is successful, to commence Work under this contract on or before the date specified in the Notice to Proceed; which upon the Successful Bidder's request, the commencement date of the Notice to Proceed shall be a date no later than up to forty-five (45) calendar days after the Notice of Award. The Bidder further agrees, if his/her bid is successful, to fully complete all work per the price and terms and conditions of the contract within the Contract Time specified in the Scope of Work Agreement (Section 00500). Bidder further accepts the provisions of the Scope of Work Agreement as to liquidated damages and agrees to pay as liquidated damages the amount stated in the Contract for Construction (Section 00500), for each consecutive calendar day completion of the Work is delayed.

Completion Schedule:

- 1) The Work shall be substantially complete within the Contract Time specified in Article 3.1 of the Proposed Contract for Construction (Section 00500).
- 2) The Work shall be finally complete within the contract Time specified in Article 3.1 of the Proposed Contract for Construction (Section 00500).
- 4. All bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents. Bidder submits the **TOTAL BID OR TOTAL BASE BID** to perform all the Work, as required by the Drawings and Specifications.
- 5. The following documents are made a condition of this Bid:
 - a. **Bidding Documents and shall include the following:**
 - 1. Bid Forms (entire Section 00300, 00301, 00301A, 00302, and 00303)
 - 2. E-Verify Certification (Section 00310)
 - 3. Sam Registration (Section 00311)
 - 4. Byrd Anti Lobbying (Section 00312)
 - 5. Bid Bond (Surety Bond or Cashier's Check). (Section 00410)
 - 6. Non-collusion Affidavit (Section 00480)
 - 7. Conflict of Interest Disclosure Form (Section 00480A)

8. Certification of Non-segregated Facilities (Section 00481)
9. Sworn Statement on Public Entity Crimes (Section 00482)
10. Certification of Nondiscriminatory Labor Practices (Section 00483)
11. Certification Regarding Scrutinized Companies' Lists (Section 00484)

(Remainder of page intentionally left blank)

Bid Form: Transmission Main Interconnect to Orange County Utilities RCW System

Item No:	Description	Units	Contract Quantity	Unit Price (in Numbers)	Total Price (in Numbers)
1	Mobilization/Demobilization	Lump Sum	1	160,000.00	160,000.00
2	General Requirements, Bonds, and Permits	Lump Sum	1	120,000.00	120,000.00
3	Maintenance of Traffic	Lump Sum	1	74,000.00	74,000.00
4	Erosion Control	Lump Sum	1	27,000.00	27,000.00
5	Excavation of Unsuitable Materials	Cubic Yards	100	40.00	4,000.00
6	Asphalt Removal and Replacement	Square Yards	1250	116.00	145,000.00
7	Concrete Work	Square Yards	230	175.00	40,250.00
8	Driveway Restoration for Dirt, Gravel, and Paver Driveways	Square Yards	265	125.00	33,125.00
9	Furnish and Install 20-inch HDPE Reclaimed Water Main via Horizontal Directional Drill	Linear Feet	980	270.00	264,600.00
10	Furnish and Install 16-inch PVC Reclaimed Water Main via Open Cut	Linear Feet	3,750	127.00	476,250.00
11	Furnish and Install 16-inch Ductile Iron Reclaimed Water Main via Open Cut	Linear Feet	50	880.00	44,000.00
12	Furnish and Install 14-inch HDPE Water Main via Horizontal Directional Drill	Linear Feet	980	164.00	160,720.00
13	Furnish and Install 12-inch Ductile Iron Water Main by Open Cut	Linear Feet	2,900	125.00	362,500.00
14	Ductile Iron Fittings (All Sizes)	Ton	8	13,000.00	104,000.00
15	16-inch Actuated Butterfly Valve	Each	1	23,000.00	23,000.00
16	16-inch Gate Valve	Each	13	8,400.00	109,200.00
17	12-inch Gate Valve	Each	11	5,300.00	58,300.00
18	2-inch Automatic Gas Release Valve for Reclaimed Water System	Each	6	7,300.00	43,800.00
19	2-inch Automatic Gas Release Valve for Water System	Each	5	7,300.00	36,500.00
20	Blow off Assembly	Each	1	2,800.00	2,800.00
21	Hydrant Assembly	Each	9	9,700.00	87,300.00
22	Loaming and Seeding	Lump Sum	1	18,000.00	18,000.00
23	Sodding	Square Yards	4,350	7.00	30,450.00
24	Electrical, Conduit, and Wiring	Lump Sum	1	50,000.00	50,000.00
				Total Complete Bid	2,474,795.00

Cathcart Construction Company-Florida LLC

Company Name: _____

By: _____

Matt T. Blanton, President

Transmission Main Interconnect to Orange
County Utilities RCW System ARPA Project
ITB #25-001

6. The Bidder acknowledges that the City specifically reserves the right to accept and make an award to a Bidder that has not submitted the lowest Bid when, in Owner's sole and absolute discretion, it determines that action to be in its best interest. The terms used in this Invitation to Bid, which are defined in the General Conditions and included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.
7. The work shall be performed under a Florida Underground Utility or General Contractor license. Contract shall not be awarded unless proof of valid license(s) is provided.
8. It is understood that where quantities for unit price work have been presented on the Bid Form, they are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Contractor's compensation will be computed upon the basis, described in the measurement and payment clauses in the specifications contained herein.

9. **BASE BID - SCHEDULE OF MANUFACTURERS/SUPPLIERS**

If the foregoing Schedule of Bid Items is presented in a Base Bid format, the undersigned as Bidder, agrees that the Contract, if awarded, will be on the basis of the materials and equipment named in the Contract Documents, in accordance with Article 10 of the Instructions to Bidders (Section 00100). The undersigned, as Bidder, also agrees that the Total Bid reflects the equipment and material supplied by one of the manufacturers/suppliers listed in the City's Approved Materials List. If the Bidder desires to propose an alternate manufacturer/supplier, he may write in the name of such alternate in the substitution list included within this Bid Form, but he must, nevertheless, also choose an approved manufacturer/supplier. If the proposed alternate manufacturer/supplier is determined "not equivalent" by the Engineer, the Bidder must furnish equipment and/or material items by the Bidder's chosen approved manufacturer/supplier. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use if an alternate is rejected, he must use the manufacturer/supplier chosen by the City. Also, if the Bidder chooses more than one approved manufacturer/supplier, he must use the first manufacturer/supplier written in the schedule of Base/Alternative Bid Manufactures/Suppliers table within this Bid Form (unless an alternate is approved).

10. **SUBSTITUTIONS AND "OR EQUAL"**

The undersigned as Bidder agrees that substitutions, or "equal," items will not be considered until after the effective date of the Agreement and will be evaluated in accordance with paragraphs 6.05.1 and 6.05.2 of the General Conditions. In addition to the reimbursement required under the General Conditions, the Contractor shall also reimburse the Owner for any engineering costs directly attributable to the change in manufacturers/suppliers caused by the acceptance of proposed alternates, such as,

additional field trips for the Engineer, additional redesign costs, additional review costs, etc. Other costs directly attributable to the change in manufacturers/suppliers caused by the acceptance of proposed alternates, such as; increased electrical requirements, larger building, additional pumps or tankage, etc., shall be borne by others and not the Owner. If Bidder intends to propose substitutions or "equal" items after the effective date of the Agreement, it is agreed that these items must be listed on the Substitution List included within this Bid Form, with a deductive amount representing 50 percent of the total savings between the named Base Bid/Alternative Bid item and the proposed item. "Base Bid/Alternative Bid" item substitutions providing to the Owner equipment or material cost savings of less than \$1,000 will not be considered. The undersigned, as Bidder, also agrees that if a substitution or "equal" item is not listed on the Substitution List included with the Bid, all of the savings between the named item and the proposed item will go to the Owner, if the Owner accepts the proposed item in accordance with paragraphs 6.05.1 and 6.05.2 of the General Conditions. The Owner may request, and the undersigned Bidder shall supply, complete information on proposed substitutions. Such information shall be the manufacturer's current published or preprinted information for the specific substitution.

11. As Bidder, I hereby certify that I am aware and understand that the City of Ocoee in its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all Bids, and/or to accept that Bid which is in the best interest of the City. The award of this Bid, if made, may be based on considerations other than total cost, and may be awarded based on various considerations, including but not limited to: Bidder experience and whether the Bid, in the judgment of the City, is the most responsive to the City's needs.

(Remainder of page intentionally left blank)

SCHEDULE OF BASE BID/ALTERNATIVE BID MANUFACTURERS/SUPPLIERS

<u>Specification Section and Equipment Item</u>	<u>Approved Manufacturer/Supplier</u>		
	First Choice	Second Choice	Third Choice
HDPE Pipe			
PVC Pipe			
DI Pipe			
Fittings			
Valves (Actuator & Gate)			
Valve Boxes			
Valve Markers			
Trace Wire			
Air Release Valves			
MJ Restraints			
Hydrant Assembly			
Blow Off Assembly			

SUBSTITUTION LIST			
Bidder offers the following substitutions and "equal" items.			
Equipment Item or Material	Spec Section	Alternative Manufacturer/Supplier (List One Only)	Deductible Amount* (Indicate Whether Lump Sum or Unit Price)
Represents 50 percent of the difference in cost in accordance with the General Conditions (Minimum Deductible Amount per Substitution Item shall be \$1,000) (Bidder may make additional copies of this page as required.)			

Strike out (X) non-applicable signature block and complete applicable block. (ALL SIGNATORIES MUST HAVE THEIR NAMES PRINTED OR TYPED BELOW THEIR SIGNATURES)

If Bidder is:

SOLE PROPRIETORSHIP

(SEAL)

(Individual's Name)

(Individual's Signature)

doing business as

Business Address:

Phone No.:

Florida License No.: _____

A PARTNERSHIP

(SEAL)

(Partnership Name)

(General Partner's Signature)

(General Partner's Name)

Business address:

Phone No.:

Florida License No.: _____

Strike out (X) non-applicable signature block and complete applicable block. (ALL SIGNATORIES MUST HAVE THEIR NAMES PRINTED OR TYPED BELOW THEIR SIGNATURES)

If Bidder is:

A CORPORATION

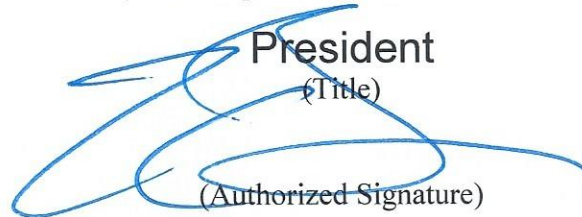
Cathcart Construction Company - Florida, LLC
(Corporation Name)

Florida
(State of Incorporation)

By

Matt Blanton
(Name of person authorized to sign)

President
(Title)


(Authorized Signature)

(Corporate Seal)

Attest



John Cathcart
(Secretary)

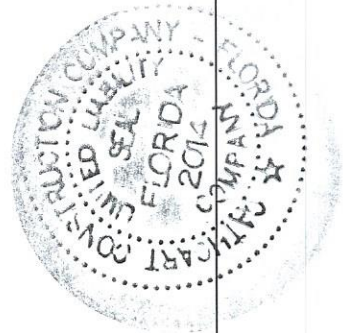
Business address:

1056 Willa Springs Drive, Winter Springs, Florida 32708

Phone No.: 407-629-2900

Corporation President: **Matt Blanton**

Florida License No.: Certified General Contractor #GC051005
Certified Utility and Excavation Contractor #CUC057230



Strike out (X) non-applicable signature block and complete applicable block. (ALL SIGNATORIES MUST HAVE THEIR NAMES PRINTED OR TYPED BELOW THEIR SIGNATURES)

If Bidder is:

A JOINT VENTURE

By

(Name)



(Address)

By

(Name)

(Address)

Business Address:

Phone No.:

Florida License No.:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Florida License No.:

12. List the following in connection with the Surety which is providing the Bid Bond:

Surety's Name:

United Fire & Casualty

Surety's Address:

PO Box 73909, Cedar Rapids, IA 52401

13. Name and address of Surety's resident agent for service of process in Florida:

Jeffery Reich

PO Box 73909

Cedar Rapids, IA 52401

(Remainder of page intentionally left blank)

CORPORATE AUTHORITY TO EXECUTE DOCUMENTS

I HEREBY CERTIFY that a meeting of the Board of Directors of Cathcart Construction Company - Florida, LLC, a corporation under

(Contractor's Corporate Name)

the laws of the State of Florida, held on the 24 day of October, 2024, the following resolution was duly passed and adopted:

"RESOLVED, that

(signature of individual)

Matt Blanton

(typed name of individual)

as President of the corporation, is hereby authorized to execute and all documents required to be signed by an officer of the Corporation in order to submit a valid bid, contract and bond for

CITY OF OCOEE
Transmission Main Interconnect to
Orange County Utilities RCW System
ARPA Project
ITB #25-001

between the CITY OF OCOEE, a municipal corporation, and this corporation, and that his execution thereof, attested by the Secretary of the corporation and with corporate seal affixed shall be the official act and deed of this corporation."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 5 day of November, 2024.

(CORPORATE SEAL)

John Cathcart / Secretary

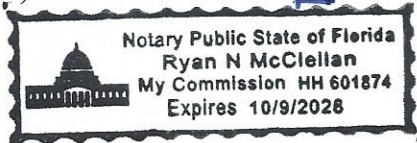
(Corporate Secretary)

STATE OF Florida
CITY OF Seminole

The foregoing instrument was acknowledged before me this 5 day of November, 2024 by Matt Blanton / President

(name of officer or agent, title of officer or agent), by means of ☒ physical presence or ☐ online notarization, of Cathcart Construction Company - Florida, LLC (name of corporation acknowledging), a

Florida (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification and did did not take an oath.



Ben
(Notary Public)
My Commission Expires: 10/9/2028

Transmission Main Interconnect to Orange
County Utilities RCW System ARPA Project
ITB #25-001

SECTION 00301

QUESTIONNAIRE

Bidder shall fill out questionnaire form with all information pertinent to his/her company and the Transmission Main Interconnect to Orange County Utilities RCW System ARPA Project.

DATE: 11/5/24

PROJECT IDENTIFICATION: City of Ocoee ITB #25-001
Transmission Main Interconnect to Orange County Utilities
RCW System ARPA Project

NAME OF BIDDER: Cathcart Construction Company - Florida, LLC

BUSINESS ADDRESS: 1056 Willa Springs Drive, Winter Springs, Florida 32708

TELEPHONE NO.: 407-629-2900 EMAIL mblanton@cathcartconstructioncompany.com

CONTRACTOR'S FLORIDA LICENSE NO. Certified General Contractor #GC051005
Certified Utility and Excavation Contractor #CUC057230

The undersigned warrants the truth and accuracy of all statements and answers herein contained.
Include additional sheets if necessary.

1. How many years has your organization been in business as a General/Underground Contractor?
1993
2. Describe and give the date and owner of the last project the Bidder has completed, similar in type, size, and nature as the one proposed?
City of Eustic, Coolidge Street Utility Improvements
Installation of new 15" gravity sewer system, 10" water main, fire hydrants, and roadway.
Restoration consisted of asphalt driveway, roadway, sodding, and concrete driveway.
3. Has the Bidder ever worked on a project requiring Horizontal Directional Drills? If so please describe.
Yes, we have worked on many projects requiring HDD methods. Projects have ranged from 2" HDD water
services across roads to +2,100 LF of 24" force main installed via HDD.
4. How many years of experience does the Bidder have with Horizontal Directional Drills?
When was the Bidder's latest project with HDD?
25 Years
Toho Water Authority - Lakeshore Trail Utilities Adjustment Project

Transmission Main Interconnect to Orange County Utilities
RCW System ARPA Project
ITB #25-001

00301-1

5. Has the Bidder ever failed to complete work awarded to them? If so, where and why?
No, never.
6. Name three (3) municipalities for which the Bidder has performed similar work and contact person:
Eastern Regional Reclaimed Water Distribution System: City of Orlando -
Charlie Conklin, (321) 229-0310 charlie.conklin@cityoforlando.net
Walnut St Force Main: Toho Water Authority - Micah Smart, (407) 483-3851 msmart@tohowater.com
Amanda St Extension Construction: City of Alamonte Springs - Trey Sisk, (407) 571-8572 tsisk@altamonte.org
7. Has the Bidder personally inspected the site of the proposed Work? Describe any anticipated problems with the site and the proposed solutions?
Yes, none.
8. Will the Bidder Subcontract any part of this Work? If so, describe which portions and the percentage of the project:
Yes, Paving and concrete work will be subcontracted. Less than 30% of the work will be subcontracted.
9. What equipment does the Bidder plan on using to complete the Work?
Excavators, loaders, skid steers, broom tractor, mini excavatos, and graders.
10. State the true and exact, correct, and complete name under which the Bidder does business.
Bidder is: Cathcart Construction Company - Florida, LLC

Page Continues

Transmission Main Interconnect to Orange County Utilities
RCW System ARPA Project
ITB #25-001

00301-2

11. Does the Bidder have any Exceptions to the terms of the Contract Documents? __ Yes ☒ No

List any exceptions Bidder has to this scope of work or contract terms. (Note: Exceptions will not be considered after the bid has been awarded). The City reserves the right to accept or reject any requested exceptions. Please reference Section 100; Article 4.7, for further clarification. Note if Bidder leaves this question blank, Bidder agrees it has no exceptions.

END OF SECTION

Transmission Main Interconnect to Orange County Utilities
RCW System ARPA Project
ITB #25-001

00301-3

SECTION 00301-A

SUBCONTRACTOR & SUPPLIER LIST

Will your firm be doing all the Work with your own forces? Yes ☐ No ☒ (Check yes only if no subcontracting opportunities exist. If you will be doing portions of the Work with your own forces, list these areas and approximate dollar amount allocated for this Work. List suppliers).

List all proposed subcontractors and suppliers to be used to include company names, contractor license number, contact, addresses, phone numbers, type of work subcontracted (trade/commodity), and dollar amount of work. Provide all information requested. Use additional sheets if necessary.

Submit Update Subcontractor/Supplier List with each progress payment requested. Submit Final Subcontractor/Supplier List with Final Payment Request.

COMPANY NAME, CONTACT ADDRESS, PHONE NUMBER	WORK TO BE PERFORMED (TRADE) OR COMMODITY TO BE SUPPLIED	ESTIMATED DOLLAR AMOUNT
1 Core & Main 590 Ferguson Dr., Orlando, FL 32805 407-291-1545	Pipe and Fittings Supplier	\$809,389.25
2Woodland Enviromental 5790 N. Pine Hills Rd., Orlando, FL 32810 407-725-7015	Paving Subcontractor	\$32,137.50
3 Central Florida Construction Walls PO Box 620815 Orlando, FL 32862 407-377-7170	Concrete Subcontractor	\$30,000.00
4 B&B Underground & Drilling, Inc. 321 East Ohio Ave., Lake Helen, FL 32744 386-734-0592 CUC1224552	Horizontal Directional Drill Subcontractor	\$221,590.00
5 BMP Electric 10634 East Colonial Dr., Orlando, FL 32817 407-420-8777 EC13003015	Electrician	\$40,000.00
6		
7		

END OF SECTION

Transmission Main Interconnect to Orange County Utilities
RCW System ARPA Project
ITB #25-001

00301-A

SECTION 00302

COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT
(90-96, LAWS OF FLORIDA)

Bidder hereby acknowledges that all costs for complying with the Florida Trench Safety Act are included in the various items of the bid and in the Lump Sum Total Bid Price shown in Section 00300 - Bid Form, "Schedule of Bid Items". For informational purposes only, the bidder is required to further identify these costs in the summary below.

	Trench Safety Measure (Description)	Unit of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A	Trench Box	LS	1	\$ 70,000.00	\$ 70,000.00
B	Ladders	LS	1	\$ 1,000.00	\$ 1,000.00
C				\$	\$
D				\$	\$
				TOTAL	\$ 70,000.00

BIDDER: Cathcart Construction Company - Florida, LLC

SIGNED: _____

BY: Matt Blanton

(Print or type name)

TITLE: President

DATE: 11/5/24

THIS IS NOT A PAY ITEM: The purpose of this form is to gather information on the costs associated with trench safety measures and to ensure Bidder has considered these costs and included them in the Lump Sum Total Bid price. Contractor will not receive additional payment if actual quantities differ from those estimated or if the Contractor uses a safety measure different than those listed.

(Failure to complete this Form may result in the Bid being declared non-responsive.)

END OF SECTION

SECTION 00303

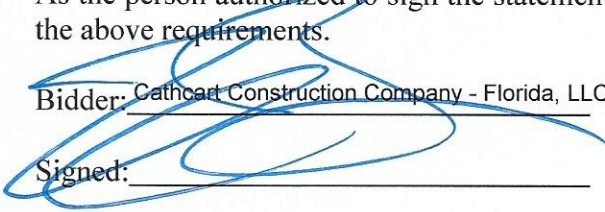
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. In accordance with Florida Statute 287.087, whenever two or more bids that are equal with respect to price, quantity, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have 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: Cathcart Construction Company - Florida, LLC

Signed: 

By: Matt Blanton
(Print or Type Name)

Title: President

Date: 11/5/24

END OF SECTION

Transmission Main Interconnect to Orange County Utilities
RCW System ARPA Project
ITB #25-001

00303-2

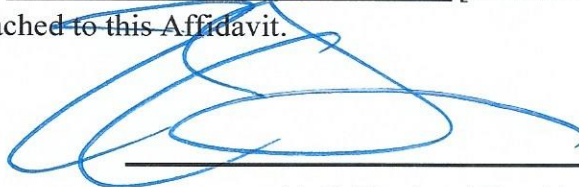
SECTION 00310

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Cathcart Construction Company - Florida, LLC [contractor] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

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

A true and correct copy of Cathcart Construction Company - Florida, LLC [contractor] proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Matt Blanton / President

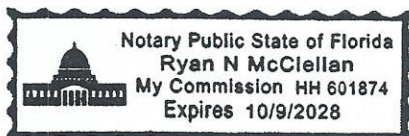
Date: 11/5/24

STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11/5/24 (date) by Matt Blanton / President (name of officer or agent, title of officer or agent) of Cathcart Construction Company (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]



Notary Public

Ryan N McClellan

Name typed, printed or stamped

My Commission Expires: 10/9/2028

Transmission Main Interconnect to Orange County Utilities
RCW System ARPA Project
ITB #25-001

SECTION 00311

SAM.GOV REGISTRATION INFORMATION – REVISED FORM

In accordance with applicable federal requirements, the City of Ocoee will verify all bidders on SAM.gov (System for Award Management) for federal debarment or suspension exclusions as a responsibility determination. The City of Ocoee requires the successful Bidder to register with Sam.gov, if not already registered, prior to execution of this contract.

Contractor: Cathcart Construction Company - Florida, LLC

Unique Entity ID (UEI) number: 46-4740152

CAGE Code: 740Y3

Physical Address: 1056 Willa Springs Drive, Winter Springs, Florida 32708

Expiration date of Registration: 4/17/25

SECTION 00312

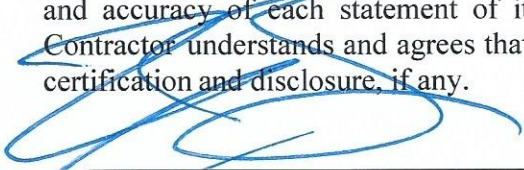
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned, [Company] Cathcart Construction Company - Florida, LLC certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, [Company] Cathcart Construction Company - Florida, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Matt Blanton / President

Name and Title of Contractor's Authorized Official

END OF SECTION

Transmission Main Interconnect to Orange County Utilities
RCW System ARPA Project
ITB #25-001

00312-1

BID BOND

Page 154 of 398

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).

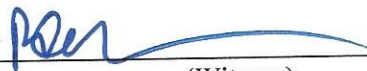
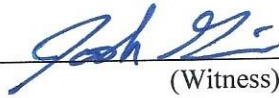
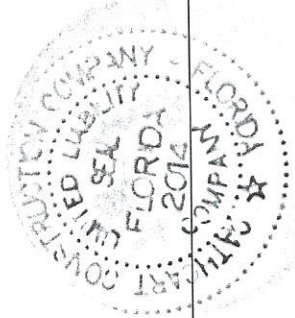
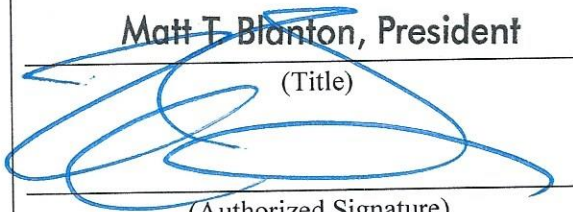
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the 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 are 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.

BIDDER:	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)	(1) _____ (Witness)
_____ (Individual's Signature)	(2) _____ (Witness)
doing business as _____ _____ (Business Address)	(SEAL)
_____ (Telephone No.) _____ (Florida License No.)	

If Bidder is PARTNERSHIP , complete this signature block.	
_____ (Partnership Name)	(1) _____ (Witness)
_____ (General Partner's Signature)	(2) _____ (Witness)
_____ (General Partner's Name)	(SEAL)
_____ (Business Address)	
_____ (Telephone No.) (Florida License No.)	

If Bidder is CORPORATION , complete this signature block.	
<u>Cathcart Construction Company - Florida, LLC</u> (Corporation Name)	(1) <u></u> (Witness)
<u>Florida</u> (State of Incorporation)	(2) <u></u> (Witness)
By: <u>Matt T. Blanton, President</u> (Name of Person Authorized to Sign - See Note 1)	(SEAL) 
<u>Matt T. Blanton, President</u> (Title)	
<u></u> (Authorized Signature)	
<u>Matt T. Blanton, President</u> (Corporation President)	
<u>1056 Willa Springs Drive, Winter Springs, FL 32708</u> (Business Address)	
<u>(407) 629-2900</u> (Telephone No.)	<u>CGC051005/CUC057230</u> (Florida License No.)

SURETY

<u>United Fire & Casualty Company</u> (Surety Business Name) <u>PO Box 73909, Cedar Rapids, IA 52407-3909</u> (Principal Place of Business) By: <u>Jeffrey W. Reich</u> (Surety Agent's Signature - See Note 2) <u>Jeffrey W. Reich</u> (Surety Agent's Name) <u>Attorney-in-Fact and FL Lic. Resident Agent</u> (Surety Agent's Title) <u>Florida Surety Bonds, Inc.</u> (Business Name of Local Agent for Surety) <u>620 Wymore Rd # 200, Maitland, FL 32751</u> (Business Address) <u>(407) 786-7770</u> <u>N/A</u> (Telephone No.) (Bond No.)	Witness: (If agency is not a Corporation) (1) <u>N/A</u> (Witness) (2) <u>N/A</u> (Witness) Attest: (If Agency is a Corporation) <u>Susan L. Reich</u> (Corporate Secretary Signature) <u>Susan L. Reich</u> (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.

Transmission Main Interconnect to Orange County Utilities
RCW System ARPA Project
ITB #25-001

00410-6

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF Florida)

COUNTY OR CITY OF Orange)

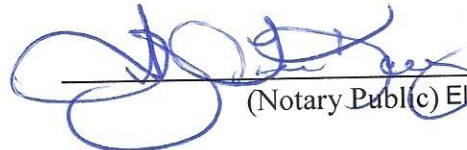
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of October, 2024 by Jeffrey W. Reich as Attorney-in-Fact, who is personally known to me or who has produced N/A as identification on behalf of United Fire & Casualty Company, a IA Corporation, (Surety Company) (State)

which executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said United Fire & Casualty Company were affixed by order and authority of said (Surety Company)

Company's Board of Directors, and that the execution of the attached bond is the free act and deed of United Fire & Casualty Company. (Surety Company)

Given under my hand and seal this 29th day of October, 2024.




(Notary Public) Elizabeth Luu Karoly

My Commission Expires 07/09/2026

END OF SECTION



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KIM E. NIV, JEFFREY W. REICH, SUSAN L. REICH, TERESA L. DURHAM, LISA A. ROSELAND, SONJA AMANDA FLOREE HARRIS, CHERYL A. FOLEY, ROBERT P. O'LINN, SARAH K. O'LINN, EMILY J. GOLECKI, NATHAN K. REICH, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 24th day of January, 2023

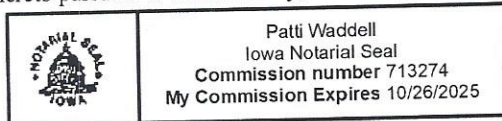
UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*
 Vice President



State of Iowa, County of Linn, ss:

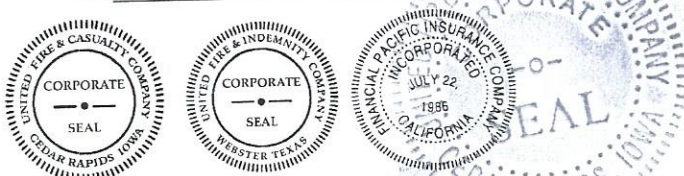
On 24th day of January, 2023, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 29th day of October, 2024



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

SECTION 00480

NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Seminole

Matt Blanton, being first duly sworn deposes and says:

1. He/She is the President
(Owner, Partner, Office, Representative or Agent)
of Cathcart Construction Company - Florida, LLC, 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 refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

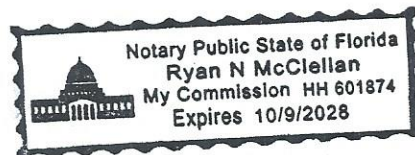
By: Matt Blanton

Title: President

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 5 day of November, 2024, by Matt Blanton in the state of Florida County of Seminole.

Rei
Notary Public

My Commission Expires: 10/9/2028



END OF SECTION

Transmission Main Interconnect to Orange County Utilities
RCW System ARPA Project
ITB #25-001

00480-1



BID CONFLICT OF INTEREST DISCLOSURE FORM

Award of this contract is subject to the provisions of Chapter 112, Florida Statutes. 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 Bid.

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

Acknowledged by:

Cathcart Construction Company - Florida, LLC

Firm Name

Signature

Matt Blanton / President

Name and Title (Print or Type)

11/5/24

Date

Transmission Main Interconnect to Orange County Utilities
RCW System ARPA Project
ITB #25-001

00480A-1

SECTION 00481

CERTIFICATION OF NONSEGREGATED FACILITIES

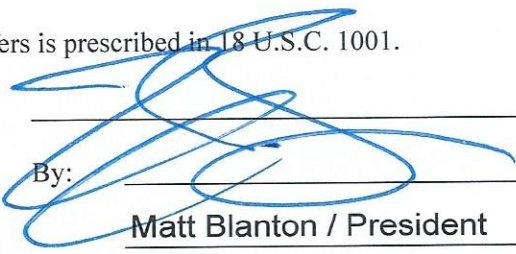
Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under this control, where segregated facilities are maintained. The Bidder certifies further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

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.

Note:

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

Date November 5, 2024.

By: 

Matt Blanton / President

(Title)

Official Address (including Zip Code):

1056 Willa Springs Drive, Winter Springs, Florida 32708

ATTACH AND INCLUDE AS PART OF PROPOSAL FORM; FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION OF YOUR BID.

END OF SECTION

Transmission Main Interconnect to Orange County Utilities
RCW System ARPA Project
ITB #25-001

00481-1

SECTION 00482

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. 1. This sworn statement is submitted to City of Ocoee, Florida by Cathcart Construction Company - Florida, LLC
(Entity)

by Matt Blanton / President
(Print individual's Name & Title)

whose business address is 1056 Willa Springs Drive, Winter Springs, Florida 32708

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material representation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a *prima facie* case that one person controls another person. A person who knowingly

enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement I have marked below is true in relation to the entity submitting this sworn statement. (please indicate which statement applies).

✓

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID FOR A PERIOD OF ONE YEAR. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature) Matt Blanton / President

Date: 11/5/24

Transmission Main Interconnect to Orange County Utilities
RCW System ARPA Project
ITB #25-001

00482-2

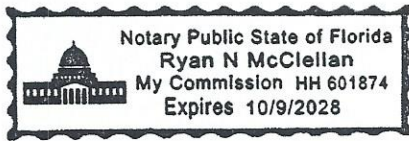
Cathcart Construction Company - Florida, LLC

Name of Bidder (Contractor)

STATE OF Florida

COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online
notarization, this 5 day of November, 2024 by Matt Blanton
affixed his/her signature in the place provided above on this 5 day of November, 2024.



Notary Public Ren

My Commission Expires: 10/9/2028

END OF SECTION

SECTION 00483

CERTIFICATION OF NONDISCRIMINATORY LABOR PRACTICES

This certification relates to a construction contract proposed by the City of Ocoee.

Equal Opportunity Employment: The Contractor shall not discriminate on the basis of race, color, national origin, gender, age, handicapped status, veteran status, and/or religion in performing the work governed by this contract. The City is an Equal Opportunity Employer (EOE) and as such encourages all contractors to comply with EOE regulations. Any subcontract the Contractor may enter into shall include this clause with the same degree of application being encouraged.

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

- (1) I have ☒ I have not _____ participated in a previous contract or subcontract subject to the Equal Opportunity Clause and
- (2) if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause, I have ☒ I have not _____ filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

I understand that, if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause and have failed to file all reports due under the applicable filing requirements, I am not eligible, and will not be eligible, to have my bid or offer considered, or to enter into the proposed contract or subcontract, unless and until I make an arrangement regarding such reports that is satisfactory to the office where the reports are required to be filed.

I agree that I will obtain identical certifications from prospective lower-tier sub-contractors when I receive bids or offers or initiate negotiations for any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

Date November 5, 2024.

By: _____

(Signature of Authorized Official)

Cathcart Construction Company - Florida, LLC

(Name of Construction Contractor or Subcontractor)

1056 Willa Springs Drive, Winter Springs, Florida 32708

(Address of Construction Contractor or Subcontractor)

407-629-2900

(Telephone Number)

46-4740152

(Employer Identification No.)

END OF SECTION

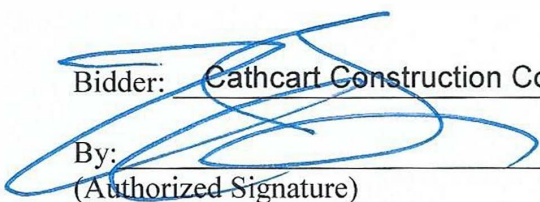
Transmission Main Interconnect to Orange County Utilities
RCW System ARPA Project
ITB #25-001

SECTION 00484

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: Cathcart Construction Company - Florida, LLC

By: 

(Authorized Signature)

Printed Name and Title: Matt Blanton / President

Date: 11/5/24

END OF SECTION

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Cathcart Construction Company - Florida, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1056 Willa Springs

6 City, state, and ZIP code

Winter Springs, FL 32708

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 6 - 4 7 4 0 1 5 2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

11/5/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

CATHCART, JOHN THOMAS

CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC
1056 WILLA SPRINGS DRIVE
WINTER SPRINGS FL 32708

LICENSE NUMBER: CGC051005

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/21/2024

Do not alter this document in any form.

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





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CATHCART, JOHN THOMAS

CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC
2564 CONNECTION POINT
OVIEDO FL 32765

LICENSE NUMBER: CUC057230

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/21/2024

Do not alter this document in any form.

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





Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

February 29, 2024

CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC
1056 WILLA SPRINGS DRIVE
WINTER SPRINGS, FLORIDA 32708

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, MINOR BRIDGES, SIDEWALK, CURB & GUTTER, DITCH PAVEMENT, DRIVEWAYS, LIFT STATIONS, RIP RAP, UNDERGROUND UTILITIES (WATER & SEWER)

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2025**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company

CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC

Filing Information

Document Number	L14000021124
FEI/EIN Number	46-4740152
Date Filed	02/06/2014
State	FL
Status	ACTIVE
Last Event	LC DISSOCIATION MEM
Event Date Filed	05/16/2014
Event Effective Date	NONE

Principal Address

1056 WILLA SPRINGS DR
WINTER SPRINGS, FL 32708

Changed: 04/29/2022

Mailing Address

PO BOX 195788
WINTER SPRINGS, FL 32708

Registered Agent Name & Address

CATHCART, DAVID
1056 WILLA SPRINGS DR
WINTER SPRINGS, FL 32708

Name Changed: 04/26/2015

Address Changed: 04/29/2022

Authorized Person(s) Detail

Name & Address

Title MGR

BLANTON, MATT
PO BOX 195788
WINTER SPRINGS, FL 32719

Title MGR

CATHCART, DAVID
PO BOX 195788
WINTER SPRINGS, FL 32719

Title Manager

Cathcart, John
2564 Connection Point
Oviedo, FL 32765

Annual Reports

Report Year	Filed Date
2020	08/18/2020
2021	04/22/2021
2022	04/29/2022

Document Images

04/29/2022 -- ANNUAL REPORT	View image in PDF format
04/22/2021 -- ANNUAL REPORT	View image in PDF format
08/18/2020 -- ANNUAL REPORT	View image in PDF format
04/29/2019 -- ANNUAL REPORT	View Image in PDF format
04/29/2018 -- ANNUAL REPORT	View image in PDF format
03/30/2017 -- ANNUAL REPORT	View image in PDF format
04/14/2016 -- ANNUAL REPORT	View image in PDF format
04/26/2015 -- ANNUAL REPORT	View image in PDF format
05/16/2014 -- CORLCDSMEM	View image in PDF format
02/06/2014 -- Florida Limited Liability	View image in PDF format



SEMINOLE COUNTY BUSINESS TAX RECEIPT

PO BOX 630, SANFORD, FL 32772 • 407-665-1000
WWW.SEMINOLECOUNTY.TAX

VALID THROUGH 09/30/25

CATHCART CONSTRUCTION COMPANY-FLORIDA LLC
1056 WILLA SPRINGS DR
WINTER SPRINGS, FL 32708

Account #: 157615

REGULATED
License # - GCG051005
Qualifier- JOHN THOMAS CATHCART

MATTHEW T BLANTON (OFFICER)

Receipt #: 40222024091200291

Amount Paid: \$ 45.00

Date Paid: 09/12/2024

BUSINESS OWNER, PLEASE NOTE THE FOLLOWING:

• **DISPLAY THE ABOVE RECEIPT PROMINENTLY:** This Business Tax Receipt shall be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so the business shall be subject to the payment of another business tax for the same business or profession.

• **RENEW THIS TAX BEFORE IT EXPIRES:** Pursuant to Florida Statutes, all Business Tax Receipts shall be issued by the Tax Collector beginning July 1st of each year, and it shall expire on September 30th of the succeeding year. Those Business Tax Receipts issued as renewal accounts beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total penalty shall not exceed 25% of the business tax for the delinquent establishment (Florida Statute [FS] 205.053 [1]).

A 25% penalty shall be imposed on any individual engaged in any new business or profession without first obtaining a Seminole County Business Tax receipt ([FS] 205.053 [2]).

This Business Tax Receipt is only a receipt for business taxes paid. It does not permit the taxpayer to violate any existing regulatory or zoning laws of the state, county, or municipality, nor does it exempt the taxpayer from any other required licenses, registrations, certifications, or permits. Business Tax requirements are subject to legislative change.

REPORT ALL CHANGES: The holder of this Business Tax Receipt is required to report a change in the following: Ownership, Business Location, Mailing Address, or any other information that would alter the status of the current year's information. This includes, but is not limited to, the loss of or a change in a State or Regulatory License which was used to qualify for the business identified on the current County Business Tax Receipt. If you have any changes to report, contact the Business Tax Department at 407-665-7636.

CATHCART CONSTRUCTION COMPANY-FLORIDA LLC
1056 WILLA SPRINGS DR
WINTER SPRINGS, FL 32708

Registration Status: Active

SAM Expiration Date: 04-17-2025

CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC

**Renew
Registration Now**

Matt Blanton

Legal Business Name: CATHCART CONSTRUCTION
COMPANY - FLORIDA, LLC

Legal Business Address: 2564 CONNECTION PT
OVIEDO, undefined, USA, 32765-9086

Mailing Address: 2564 CONNECTION PT
OVIEDO, FL, USA, 32765-9086

Electronic Business POC:

Name: Matt Blanton
Address: 2564 Connection Point
Oviedo, FL, USA, 32765-null

PSC Codes:

NAICS Codes:

237110 - Water and Sewer Line and Related Structures
Construction
237310 - Highway, Street, and Bridge Construction
237990 - Other Heavy and Civil Engineering Construction

Business Types:

2X - For Profit Organization
F - Business or Organization
LJ - Limited Liability Company

DUNS: undefined

UEI: MHV9M8ZKK619

CAGE: 740Y3

Status: Active

Purpose Of Registration: All Awards

Govt. Business POC:

Name: Matt Blanton
Address: 2564 Connection Point
Oviedo, FL, USA, 32765-null

Registration Date: 02-25-2014

Business Start Date: 02-06-2014

Credit Card Usage: No

Use this tool to immediately:

- Find your SAM Expiration Date
- Find your CAGE Code
- Find your UEI (Unique Entity Identifier)
- View Original Registration Date
- View NAICS Codes
- View Set-Aside Certifications
- View PSC Codes
- View Points of Contact
- View Physical Address

3 Reasons to Renew *60 days before* SAM Expiration Date:

- Having less than 60 days validity on your SAM Registration will affect considerations of being awarded contracts and/or grants
- Inability to receive awards or payments once your SAM Registration expires
- Annual Renewal process is taking up to 4-6 weeks for revalidation approval

It is highly recommended to Submit SAM
Registrations for Renewal **AT LEAST 60
DAYS PRIOR TO EXPIRATION.**



Cathcart Construction Company

- Florida, LLC -

1056 Willa Springs Drive – Winter Springs – Florida – 32708

References

Trey Sisk
Construction Project Manager
TSisk@altamonte.org
City of Altamonte Springs
950 Calabria Drive
Altamonte Springs, FL 32714
(407) 571-8572

Charlie Conklin, P.E.
Project Manager / Design Engineer
Charlie.Conklin@cityoforlando.net
City of Orlando
400 S. Orange Avenue
Orlando, FL 32801
321-229-0310 cell

Jon C. Williams
City Manager
jwilliams@cwgd.com
City of Winter Garden
300 West Plant Street
Winter Garden, FL 34787
(407) 656-4111 ext. 2263

Robert T. Masiku
Design & Construction Manager
Robert.Masiku@kissimmee.gov
City of Kissimmee
101 Church Street, Suite 301
Kissimmee, Florida 34741
(407) 518-2174

Alan Oyler, P.E.
Project Manager II
alan.oyler@cityoforlando.net
City of Orlando
400 S. Orange Ave.
Orlando, FL 32801
(407) 246-2573

Steve Cockerham
Engineer Manager / Vice President
steven.cockerham@neel-schaffer.com
Neel-Schaffer, Inc.
2301 Lucien Way, Suite 300
Maitland, FL 32751
(662) 404-4012

Mike Parker
Public Works Director
mparker@oaklandfl.gov
Town of Oakland
3650 NE 12th Avenue
Oakland Park, FL 33334
(407) 656-1117 ext.2302

Shad M. Smith, P.E.
Director of Public Works / City Engineer
ssmith@longwoodfl.org
City of Longwood
907 E. SR 434
Longwood, FL 32750
(407) 260-3447

Troy Mitchell
Civil Engineer
Troy.mitchell@halff.com
Halff Associates, Inc.
902 N Sinclair Ave
Tavares, FL 32778
(352) 557-9231

Jay Morris, P.E.
Vice President
jmorris@cphcorp.com
CPH Inc.
1117 E Robinson St.
Orlando, FL 32801
(407) 797-6211





Cathcart Construction Company

- Florida, LLC -

1056 Willa Springs Drive – Winter Springs – Florida - 32708

Relevant Projects

- 1) Lakeshore Trail Utilities Adjustment Project – This project was a utilities conflict adjustment that relocated 12" and 16" reclaim watermain and 12" watermain for a trail that was being built for Osceola County. Multiple 12" double line stop bypasses were used to keep the system in service while performing the work. 1383 LF of 16" HDPE was also installed via Directional Drill to limit the disturbance impact to selected areas.
 - Owner, Toho Water Authority, 951 Martin Luther King Blvd Kissimmee, FL 34741
 - Jay Morris, Vice President (407) 425-0452 – jmorris@cphcorp.com
 - Final Budget - \$5,631,730.00
 - Final Completion - December 2022
 - General Superintendent – Justin Williams
 - Project Manager – Joshua Guinn
 - Superintendent – Sandro Reyna

- 2) Walnut St Force Main – This project was a Force Main extension with 1980 LF of 14" HDPE directional drill and 2680 LF of 12" PVC open cut. The project utilized 8 gate valves, multiple fittings, and a 12" double line stop bypass to make connections. During the project the team was able to work with the owner to extend a directional drill under a roadway and signage for a community center to reduce the restoration cost and save money on the project.
 - Owner, Toho Water Authority, 951 Martin Luther King Blvd Kissimmee, FL 34741
 - Micah Smart, Engineer II (407) 483-3851 – Msmart@tohowater.com
 - Final Budget - \$1,141,109.60
 - Final Completion - June 2023
 - General Superintendent – Justin Williams
 - Project Manager – Joshua Guinn
 - Superintendent – Joshua Griggers



3) Urick St Force Main Extension – This Project was a force main upgrade that replaced 3240 LF of 8" PVC and 4880 LF of 10" PVC via open cut. There was also 680 LF of 10" HDPE and 2120 LF of 12" HDPE installed via directional drill. 19 ARV we needed with the force main install. The restoration required asphalt roadway, concrete sidewalk, and concrete driveways. During the project there was the need to change an open cut portion of the project to a directional drill. This was to save multiple large oak trees that would have been needed to remove if the open cut process was done.

- Owner, City of Fruitland Park, 506 W. Berkman Street Fruitland Park, FL 34731
 - Robb Dicus, Public Works Director (352) 360-6795 –
RDicus@fruitlandpark.org
- Final Budget \$2,640,218.00
- Final Completion - March 2023
- General Superintendent – Joe Newton
- Project Manager – David Boone
- Superintendent – Nick Orthey

4) Cottonwood Fire Protection Improvements – This Project was an upgrade that replaced the watermain system by installing 3800 LF of new 6" watermain, 56 services, and restoration to the roadway. The original scope of work only required a 5' wide repair on the concrete aprons that cover only the areas that were open cut. Since the contingency money in the project was not utilized on any issues, the City of Leesburg decided to replace the aprons from the road all the way to the right of way line. The added scope increased the project budget some but provided a better restoration than the original scope of work.

- Owner, City of Leesburg, 501 West Meadow Street, Leesburg FL 34749
 - Ryan Gerdon, Administrative Coordinator (352) 705-0248 –
ryan.gerdon@leesburgflorida.gov
- Final Budget – \$543,700.56
- Final Completion – March 2023
- General Superintendent – Joe Newton
- Project Manager – Joshua Guinn
- Superintendent – Travis Dale



5) Amanda ST Extension Construction – This project was a roadway extension that performed the installation 2434 LF of 4" PVC water main, 2525 LF of 8" PVC water main, 469 LF of 4" HDPE directional drilled watermain, over 100 new watermain services, and 5 fire hydrants. The sanitary sewer portion of the project consisted of 2097 LF of 8" sewer, 475 LF of 8" sewer, and 10 sewer manholes. The stormwater improvements consisted of 232 LF of 15" RCP, 1600 LF of 18" RCP, 1900 LF of 24" RCP, 17 curb inlets, 3 ditch bottom inlets, and 6 manholes. The road restoration involved 550 SY of brick pavers, 4325 LF of curbing, 5038 SY of 4" sidewalk, 295 CY of gravity wall, and 7686 SY of asphalt restoration.

- Owner, City of Altamonte Springs, 225 Newburyport Avenue, Altamonte Springs FL 32701
 - Trey Sisk, Construction Manager (407) 571-8572 – tsisk@altamonte.org
- Final Budget – \$3,751,287.92
- Final Completion – September 2022
- General Superintendent – Joe Newton
- Project Manager – Joshua Guinn
- Superintendent – Travis Dale

6) Windward Square Service Line Replacement – This project was an improvement to rehabilitate the water main system in the Windward Square complex. The upgrades consisted of 240 services with new services lines, new meters, and meter boxes. The restoration consisted of over 500 SY of sidewalk replacement, 1000 SY of concrete driveways, and sod as needed. A change order was created during the project for additional sidewalk that needed to be replaced. This was due to restoration that was required by the city of Casselberry, but these quantities were not captured in the original scope of work.

- Owner, City of Casselberry – 95 Triplet Lake Drive, Casselberry, FL 32707
 - Jiovani Charres, Utilities Engineer (407) 262-7725 ext 1761 – Jcharres@casselberry.org
- Final Budget – \$2,087,770.00
- Final Completion – May 2023
- General Superintendent – Justin Williams
- Project Manager – Ryan Kummer
- Superintendent – Joe Skeen





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THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Cathcart Construction (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status.



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer Cathcart Construction Company - Florida	
Name (Please Type or Print) Matthew Blanton	Title
Signature Electronically Signed	Date 09/30/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/30/2019



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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Cathcart Construction Company - Florida
Company Facility Address	2564 Connection Point Oviedo, FL 32765
Company Alternate Address	
County or Parish	SEMINOLE
Employer Identification Number	464740152
North American Industry Classification Systems Code	237
Parent Company	Cathcart Construction Company - Florida
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)



Company ID Number: 1454842



Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL

1



Company ID Number: 1454842

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Claudia Bosquez
Phone Number 407629290016
Fax 3212034900
Email claudia@cathcartconstructioncompany.com

Name Cathv Owen
Phone Number 407629290010
Fax 4072034900
Email cathv@cathcartconstructioncompany.com

Name Matthew Blanton
Phone Number 407629290021
Fax 3212034900
Email mblanton@cathcartconstructioncompany.com



Company ID Number: 1454842



This list represents the first 20 Program Administrators listed for this company.

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

October 25, 2024

ADDENDUM NO. ONE (1)
CITY OF OCOEE
ITB #25-001 Transmission Main Interconnect to Orange County
Utilities RCW System ARPA Project

This addendum shall modify and become a part of the original ITB Documents for ITB #25-001. This addendum consists of forty-three (43) pages, including attachments. Bidders should acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification. **Bid Submission Deadline has changed to November 5, 2024.**

Answers to questions received and/or Amendments to the ITB Documents are as follows

1. Revised Dates for ITB #25-001:

- Bid Submission Deadline: Tuesday, November 5, 2024 at 3:00 p.m. local time.
- The deadline for Receipt of Questions remains unchanged.

2. Revised Bid Form

- The Bid Form has been revised. All Bidders must submit the revised Bid Form attached to this addendum.

3. Questions / Answers

Q1. Can an extension be made to the bid date in light of Hurricane Milton and the associated difficulties?

A1. The Bid Submission Deadline has been moved to Tuesday, November 5, 2024 at 3:00 p.m. local time.

Q2. Is there a Geo-Technical Report available for this project?

A2. Yes, it is in Division 1 of the Project Manual. Please see Appendix A of the Wright Pierce Spec Documents.

Q3. Bid Item #9 and #12 specifies 20" HDPE and 14" HDPE installed via Directionally Drill. Can 16" DR18 and 12" DR18 Fusible PVC pipe be approved as an alternate or "equal" to the specified HDPE pipe for the HDD segments of this project?

A3. The City only uses HDPE for Directional Drill applications. The City will not accept Fusible PVC as an approved alternative.

Q4. In the Specifications Section #00710 it states the Owner will pay for the services of an independent testing lab to perform all inspections, test. In Section #01400 it says the Contractor will employ and pay for the services of an independent testing lab to perform inspections, testing and other services. Which entity is required to cover the costs?

A4. The City only pays for the services of its independent testing lab for bacteriological testing for clearance of the water main. The City's personnel will obtain samples for bacteriological testing of the water main.

Q5. Section #01570-2 indicates that a uniformed police office is to be obtained. I do not see where one would be necessary, please specify.

A5. This will be as needed for the City's ROW. Orange County may require a uniformed police officer for TTC on their ROW.

Q6. Please confirm the location of the Reclaimed Water Valve in which we are to run conduit and conductors to?

A6. The actuated valve is located on the RCW main at Station 60+21.97 as seen on C-11, this is located in the entrance of the subdivision Arden Park South.

Q7. Can you please provide an Engineer's Estimate per the Surety's request?

A7. The Engineer's Construction Estimate is \$4,300,000.00.

Q8. Please add a Permit Allowance to the bid schedule as noted in Article 30.

A8. There are no building or City of Ocoee ROW permits required for this work. There will be no allowance added.

Q9. Please advise if Buy American is applicable to this project.

A9. Buy American provisions do not apply to ARPA funded projects; however Domestic Preference still applies (See p.11 of Section 500), and entities should attempt to achieve the items in the provision.

Q10. Please advise if Builder's Risk Insurance applies to this project.

A10. Builder's Risk does not apply to this project.

Q11. For Item 6, please provide the thickness of the asphalt required.

A11. Please refer to the City's Engineering Standards Manual and Construction Details for asphalt thickness requirements for Lauren Beth Avenue. For requirements for asphalt repair on Lake Meadow Road, please refer to Orange Counties Construction Detail on Sheet C-21 and Orange Counties Engineering Standards Manual.

Q12. For Item 14, please advise if both the RWM and the WM fittings are included in this bid item.

A12. Yes, all sizes (20", 16", 14" and 12") of both the RWM and WM fittings are included in this bid item. The Bid item name should be changed to "14. Ductile Iron Fittings (all sizes)". The updated Bid Form will be attached as a PDF.

Q13. Please advise the type of sod required for this project.

A13. Type of sod replaced shall be based on existing sod that was removed.

Q14. For Item 24, please provide the location and quantity in LF of the Conduit Wire.

A14. The Conduit Wire is required for the electrically actuated valve and is located on the RCW main at Station 60+21.97 as seen on C-11 at the entrance of the Arden Park South subdivision. Please note that we have provided a revised Specification Section 01150 – Measurement and Payment, and Bid Form which further clarifies this pay item.

Q15. For Item 24, please advise if a PVC conduit pipe is required. If yes, please provide the size, location, and quantity in LF.

A15. The Conduit Wire is required for the electrically actuated valve and is located on the RCW main at Station 60+21.97 as seen on C-11 at the entrance of the Arden Park South subdivision. The contractor shall be responsible for determining the length for this lump sum bid item. Please note that we have provided a revised Specification Section 01150 – Measurement and Payment, and Bid Form which further clarifies this pay item.

Q16. For Item 24, please provide the specs for the conduit wiring.

A16. The conduit and wire shall be as shown on Drawing C-11, Section A-A. Additionally, conduit shall schedule 80 PVC and the wire shall be XHHW insulated. Please note that we have provided a revised Specification Section 01150 – Measurement and Payment, which further clarifies Pay Item 24.

Q17. Please advise if a Uniformed Police Officer is required for this project.

A17. This will be on an as needed basis for the City of Ocoee. Orange County may require a uniformed police officer for their TTC requirements.

Q18. Please advise if milling and resurfacing are required for this project. If yes, please provide the pay item and quantities in SY.

A18. This is part of item 06.

Q19. Please advise if tracer wire access boxes or test stations are required for this project. If yes, please provide the pay item and quantity in EA.

A19. No, tracer wire access will be provided through the gate valve boxes installed as part of this project.

Q20. Please advise if grounding rods are required for this project. If yes, please provide the location, the pay item, and the quantity in EA.

A20. There are no dead ends proposed for this project.

Q21. Please advise if an Electric Actuator is required for this project. If yes, please provide the location of power supply connection, control circuit, and remote-control station, and electrical schematics.

A21. Yes, an Electric Actuator is required for this project. The power supply and control circuit are located on Drawing C-11 within the existing "6' CHAIN LINK FENCE". The remote-control station is located at the City's WWTP. All SCADA programming will be performed by the City. See Drawings C-11 and C-26 for electrical wiring details.

Q22. Please advise if a SCADA system is required for this project. If yes, please provide the pay item and specifications for the system.

A22. The City will program the controls of this new valve into the existing SCADA system.

Q23. Please confirm if OCU or the City of Ocoee is responsible for paying for the testing laboratory.

A23. All testing will be covered under the respective line item. For bacteriological testing for FDEP clearance, the City of Ocoee will take samples and use their contracted laboratory services.

Q24. DWG C-4, shows a 34" Live Oak and a 12" Laurel Oak designated to be removed. Please advise if those trees are to be removed and disposed of or removed and replaced new. If to be replaced new, please provide approved tree species and the caliper diameter and height of the new trees.

A24. The 34" Live Oak and the 12" Laurel Oak are either not in conflict of construction or have been removed as part of the Development project adjacent to Lauren Beth Avenue.

Q25. Please advise if Signed and Sealed Bore Calcs are required for this project.

A25. Yes, the contractor shall provide signed and sealed calculations to support their HDD design.

(Remainder of page intentionally left blank)

4. The description/scope of work has been addended for this project. Once there is an awarded bidder the City will provide the updated contract. Please find the updated description below.

- The project consists of the installation of approximately 3,750 linear feet of 16-inch polyvinyl chloride (PVC) reclaimed water main by open-cut installation, 50 linear feet of 16-inch ductile iron (DI) reclaimed water main by open-cut installation, and 980 linear feet of 20-inch high-density polyethylene (HDPE) reclaimed water main by horizontal directional drill. The project also includes 980 linear feet of 14-inch HDPE installed by horizontal directional drill and 2,900 linear feet of 12-inch ductile iron water main installed by open cut. Along with the installation of the piping the project consists of connections to existing water mains and reclaimed water mains, installation of hydrants, valves, fittings, pressure testing, open cut and restoration of associated roadway, driveways, curb, sodding, seeding and other restoration as may be required.

5. Section 00020 - Invitation to Bid

- Section 00020 has been revised with the amended description/scope of work. Page 00020-1 will be attached to this addendum.

6. Section 00200 - Information Available to Bidders

- The revised Section 00200 will be attached to this addendum.

7. Section 00640 – Waiver of Right to Claim Against the Payment Bond (Final Payment)

- Section 00640 has been revised with the amended description/scope of work and will be attached to this addendum.

8. Wright-Pierce Section 01150 – Measurement and Payment

- The revised Section 01150 will be attached to this addendum.

9. Revised Plan Sheets: C-6 to C-22

- The revised drawings will be attached to this addendum.

Alexis Chentouf

Alexis Chentouf
Purchasing Technician

cc: Jen Bolling, Utilities Director

Attachments:

Bid Form – Revised

Section 00020 – Invitation to Bid

Section 00200 – Information Available to Bidders

Section 00640 – Waiver of Right to Claim Against the Payment Bond (Final Payment)

Wright-pierce Section 01150 – Measurement and Payment

Revised Plan Sheets: C-6 to C-22

SECTION 00020

INVITATION TO BID

ITB #25-001 Transmission Main Interconnect to Orange
County Utilities RCW System
ARPA Project

The City of Ocoee, Florida (“City”, “Owner”) is soliciting sealed Bids for the Project **ITB #25-001 Transmission Main Interconnect to Orange County Utilities RCW System ARPA Project**. The Project is one of the City’s designated utilities projects federal grant funded through the American Rescue Plan Act (ARPA) / Coronavirus State and Local Fiscal Recovery Funds (SLFRF). All procurements by Federal Grant recipients and sub-recipients shall comply with the provisions of 2 C.F.R. Section 200.317 – 327, as applicable. Proper documentation is required by the American Rescue Plan Act, per the federal requirements and corresponding forms.

Description of Work: All Work for the Project shall be constructed in accordance with the drawings and specifications and the Contact Documents prepared by Wright Pierce and the City of Ocoee Utilities Department. The proposed project will be awarded and constructed, in conformance with the plans, specifications, and City of Ocoee Engineering Standards Manual. Bids shall be deemed to include all items necessary for the furnishing, delivering, and installing of all materials, equipment, incidentals, and services, including all labor for the work which is generally described as the following:

- A. The project consists of the installation of approximately 3,750 linear feet of 16-inch polyvinyl chloride (PVC) reclaimed water main by open-cut installation, 50 linear feet of 16-inch ductile iron (DI) reclaimed water main by open-cut installation, and 980 linear feet of 20-inch high-density polyethylene (HDPE) reclaimed water main by horizontal directional drill. The project also includes 980 linear feet of 14-inch HDPE installed by horizontal directional drill and 2,900 linear feet of 12-inch ductile iron water main installed by open cut. Along with the installation of the piping the project consists of connections to existing water mains and reclaimed water mains, installation of hydrants, valves, fittings, pressure testing, open cut and restoration of associated roadway, driveways, curb, sodding, seeding and other restoration as may be required.
- B. All work must be in compliance with the City of Ocoee Engineering Standards Manual. See Section 02100. All work activities shall be required to be in accordance with the permits issued by the respective agencies. All work performed will be required to be done while maintaining the functional operation of the existing reclaim mains.

The City is ONLY accepting electronic solicitation responses online through the City’s Bonfire platform at <https://ocoe.bonfirehub.com>. This link can also be accessed through the City’s website at <https://www.ocoe.org/323/Purchasing> under the Current Open Solicitations menu. All Bid submissions for this ITB MUST be submitted electronically through the Bonfire Platform. Bid submissions received in any other format will not be accepted; no paper, fax, or e-mailed

SECTION 00200

INFORMATION AVAILABLE TO BIDDERS

1. The City reserves the right to award the “Project” based on the Total Base Bid.
2. This project will be funded in part by the American Rescue Plan Act (ARPA).
3. Utilities: The location and existence of such utilities has not been verified by the Owner or Engineer. The contractor is responsible to verify all existing utilities located within the routing of the reclaim. If conflict(s) arise requiring modification of the project elements, the contractor's compensation will be based on adjusted unit quantities as measured in-place. The Contractor shall identify and verify the location of all existing utilities and preserve as necessary, applicable existing utilities required to be preserved under The Contract, whether shown on the Drawings or not. If the Contractor encounters utility conflicts during construction, the Contractor shall give sufficient notice to the Owners so that they may make the necessary adjustments. Damage to any utilities that is caused by carelessness of the Contractor shall be repaired at the Contractor's expense. Any delays ensuing from this damage shall be considered a delay that is within the Contractor's control.
4. Permits: The Contractor shall obtain all necessary building permits and all right-of-way utilization permits from Orange County. If fees are required for the City of Ocoee issued permits, the Utilities Department will pay the fee upon notification from the Contractor. The Contractor shall obtain and pay for all other federal, state, and county permits, licenses, and other authorizations required for the prosecution of the Work, including the cost of all Work performed in compliance with the terms and conditions of such permits, licenses, and authorizations, whether by himself or others. The Contractor shall strictly adhere to the specific conditions or requirements of all such permits issued by the governmental unit(s) or agency (ies) having jurisdiction over the Work. Whenever there is a difference in the requirements of a jurisdictional body and these Specifications, the more stringent shall apply.

The project does not require an SJRWMD permit and City Right-Away Permit. City will obtain all needed FDEP permits.

5. Contract Forms: Contract Forms are part of this manual
6. Geotechnical Data: Geotechnical Data report is located in Appendix A of the Wright Pierce Spec Documents.
7. Land Survey: Land Survey is basis of the plan preparation and is available upon request in electronic format (Acad).
8. The Transmission Main Interconnect to Orange County Utilities RCW System are available in PDF and electronic (Acad) formats upon request.

9. Field Trailer: No field trailer is required for this contract.
10. No more than thirty percent (30 %) of the dollar value of the total bid amount for the work shall be performed by subcontractors. The balance of the work must be accomplished by the Bidder's own forces. (Work in this respect does not include cost paid to suppliers for materials and equipment furnished for this project.) Specialties such as plumbing, heating, pool, roofing, and electrical work are required by the State of Florida to be subcontracted unless Contractor holds a Specialty license, and should not normally be considered in establishing the amount of work required to be performed by the General Contractor.
11. Bid Form: The enclosed Bid Form is a Unit Item bid form. The Contractor's Bid Bond shall be five percent (5%) of the total of the Bid Form.

END OF SECTION

SECTION 00300

BID FORM

SUBMITTED: _____
(Date)

PROJECT IDENTIFICATION: **CITY OF OCOEE BID ITB #25-001**
Transmission Main Interconnect to Orange County Utilities
RCW System ARPA Project

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____ PHONE NO.: _____
CITY, STATE, ZIP: _____

CONTRACTOR'S FEDERAL I.D. NUMBER _____

CONTRACTOR'S FLORIDA LICENSE NO.: _____

THIS BID IS SUBMITTED TO: City of Ocoee, Florida (hereinafter called Owner)

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work, as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid Form and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Bidding Documents, including, without limitation, those dealing with the disposition of Bid Bond. This Bid will remain open for ninety (90) calendar days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Amendment to the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Intent to Award.
3. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and the Agreement and further warrants and represents that:
 - a. Bidder has examined copies of all the Bidding Documents and of the following Addenda:

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

(Receipt of all which is hereby acknowledged) and also copies of the Invitation for Bids and the Instructions to Bidders.

- b. Bidder has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing the Work.
- c. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface of subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions, as provided in paragraph 4.02.1 of the General Conditions. Bidder accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely, as provided in paragraph 4.02 of the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.
- d. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work, or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
- e. Bidder understands the full extent and scope of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted.
- f. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- g. Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents

are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

- h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a farce or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- i. Per Section 00100 Article 8, Instructions to Bidders, Bidder hereby agrees, if his/her bid is successful, to commence Work under this contract on or before the date specified in the Notice to Proceed; which upon the Successful Bidder's request, the commencement date of the Notice to Proceed shall be a date no later than up to forty-five (45) calendar days after the Notice of Award. The Bidder further agrees, if his/her bid is successful, to fully complete all work per the price and terms and conditions of the contract within the Contract Time specified in the Scope of Work Agreement (Section 00500). Bidder further accepts the provisions of the Scope of Work Agreement as to liquidated damages and agrees to pay as liquidated damages the amount stated in the Contract for Construction (Section 00500), for each consecutive calendar day completion of the Work is delayed.

Completion Schedule:

- 1) The Work shall be substantially complete within the Contract Time specified in Article 3.1 of the Proposed Contract for Construction (Section 00500).
 - 2) The Work shall be finally complete within the contract Time specified in Article 3.1 of the Proposed Contract for Construction (Section 00500).
4. All bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents. Bidder submits the **TOTAL BID OR TOTAL BASE BID** to perform all the Work, as required by the Drawings and Specifications.
5. The following documents are made a condition of this Bid:
- a. **Bidding Documents and shall include the following:**
 - 1. Bid Forms (entire Section 00300, 00301, 00301A, 00302, and 00303)
 - 2. E-Verify Certification (Section 00310)
 - 3. Sam Registration (Section 00311)
 - 4. Byrd Anti Lobbying (Section 00312)
 - 5. Bid Bond (Surety Bond or Cashier's Check). (Section 00410)
 - 6. Non-collusion Affidavit (Section 00480)
 - 7. Conflict of Interest Disclosure Form (Section 00480A)

8. Certification of Non-segregated Facilities (Section 00481)
9. Sworn Statement on Public Entity Crimes (Section 00482)
10. Certification of Nondiscriminatory Labor Practices (Section 00483)
11. Certification Regarding Scrutinized Companies' Lists (Section 00484)

(Remainder of page intentionally left blank)

Bid Form: Transmission Main Interconnect to Orange County Utilities RCW System

Item No:	Description	Units	Contract Quantity	Unit Price (in Numbers)	Total Price (in Numbers)
1	Mobilization/Demobilization	Lump Sum	1		
2	General Requirements, Bonds, and Permits	Lump Sum	1		
3	Maintenance of Traffic	Lump Sum	1		
4	Erosion Control	Lump Sum	1		
5	Excavation of Unsuitable Materials	Cubic Yards	100		
6	Asphalt Removal and Replacement	Square Yards	1250		
7	Concrete Work	Square Yards	230		
8	Driveway Restoration for Dirt, Gravel, and Paver Driveways	Square Yards	265		
9	Furnish and Install 20-inch HDPE Reclaimed Water Main via Horizontal Directional Drill	Linear Feet	980		
10	Furnish and Install 16-inch PVC Reclaimed Water Main via Open Cut	Linear Feet	3,750		
11	Furnish and Install 16-inch Ductile Iron Reclaimed Water Main via Open Cut	Linear Feet	50		
12	Furnish and Install 14-inch HDPE Water Main via Horizontal Directional Drill	Linear Feet	980		
13	Furnish and Install 12-inch Ductile Iron Water Main by Open Cut	Linear Feet	2,900		
14	Ductile Iron Fittings (All Sizes)	Ton	8		
15	16-inch Actuated Butterfly Valve	Each	1		
16	16-inch Gate Valve	Each	13		
17	12-inch Gate Valve	Each	11		
18	2-inch Automatic Gas Release Valve for Reclaimed Water System	Each	6		
19	2-inch Automatic Gas Release Valve for Water System	Each	5		
20	Blow off Assembly	Each	1		
21	Hydrant Assembly	Each	9		
22	Loaming and Seeding	Lump Sum	1		
23	Sodding	Square Yards	4,350		
24	Electrical, Conduit, and Wiring	Lump Sum	1		
	Total Complete Bid				

Company Name: _____ By: _____

6. The Bidder acknowledges that the City specifically reserves the right to accept and make an award to a Bidder that has not submitted the lowest Bid when, in Owner's sole and absolute discretion, it determines that action to be in its best interest. The terms used in this Invitation to Bid, which are defined in the General Conditions and included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.
7. The work shall be performed under a Florida Underground Utility or General Contractor license. Contract shall not be awarded unless proof of valid license(s) is provided.
8. It is understood that where quantities for unit price work have been presented on the Bid Form, they are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Contractor's compensation will be computed upon the basis, described in the measurement and payment clauses in the specifications contained herein.
9. **BASE BID - SCHEDULE OF MANUFACTURERS/SUPPLIERS**

If the foregoing Schedule of Bid Items is presented in a Base Bid format, the undersigned as Bidder, agrees that the Contract, if awarded, will be on the basis of the materials and equipment named in the Contract Documents, in accordance with Article 10 of the Instructions to Bidders (Section 00100). The undersigned, as Bidder, also agrees that the Total Bid reflects the equipment and material supplied by one of the manufacturers/suppliers listed in the City's Approved Materials List. If the Bidder desires to propose an alternate manufacturer/supplier, he may write in the name of such alternate in the substitution list included within this Bid Form, but he must, nevertheless, also choose an approved manufacturer/supplier. If the proposed alternate manufacturer/supplier is determined "not equivalent" by the Engineer, the Bidder must furnish equipment and/or material items by the Bidder's chosen approved manufacturer/supplier. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use if an alternate is rejected, he must use the manufacturer/supplier chosen by the City. Also, if the Bidder chooses more than one approved manufacturer/supplier, he must use the first manufacturer/supplier written in the schedule of Base/Alternative Bid Manufactures/Suppliers table within this Bid Form (unless an alternate is approved).

10. **SUBSTITUTIONS AND "OR EQUAL"**

The undersigned as Bidder agrees that substitutions, or "equal," items will not be considered until after the effective date of the Agreement and will be evaluated in accordance with paragraphs 6.05.1 and 6.05.2 of the General Conditions. In addition to the reimbursement required under the General Conditions, the Contractor shall also reimburse the Owner for any engineering costs directly attributable to the change in manufacturers/suppliers caused by the acceptance of proposed alternates, such as,

additional field trips for the Engineer, additional redesign costs, additional review costs, etc. Other costs directly attributable to the change in manufacturers/suppliers caused by the acceptance of proposed alternates, such as; increased electrical requirements, larger building, additional pumps or tankage, etc., shall be borne by others and not the Owner. If Bidder intends to propose substitutions or "equal" items after the effective date of the Agreement, it is agreed that these items must be listed on the Substitution List included within this Bid Form, with a deductive amount representing 50 percent of the total savings between the named Base Bid/Alternative Bid item and the proposed item. "Base Bid/Alternative Bid" item substitutions providing to the Owner equipment or material cost savings of less than \$1,000 will not be considered. The undersigned, as Bidder, also agrees that if a substitution or "equal" item is not listed on the Substitution List included with the Bid, all of the savings between the named item and the proposed item will go to the Owner, if the Owner accepts the proposed item in accordance with paragraphs 6.05.1 and 6.05.2 of the General Conditions. The Owner may request, and the undersigned Bidder shall supply, complete information on proposed substitutions. Such information shall be the manufacturer's current published or preprinted information for the specific substitution.

11. As Bidder, I hereby certify that I am aware and understand that the City of Ocoee in its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all Bids, and/or to accept that Bid which is in the best interest of the City. The award of this Bid, if made, may be based on considerations other than total cost, and may be awarded based on various considerations, including but not limited to: Bidder experience and whether the Bid, in the judgment of the City, is the most responsive to the City's needs.

(Remainder of page intentionally left blank)

SCHEDULE OF BASE BID/ALTERNATIVE BID MANUFACTURERS/SUPPLIERS

<u>Specification Section and Equipment Item</u>	<u>Approved Manufacturer/Supplier</u>		
	First Choice	Second Choice	Third Choice
HDPE Pipe			
PVC Pipe			
DI Pipe			
Fittings			
Valves (Actuator & Gate)			
Valve Boxes			
Valve Markers			
Trace Wire			
Air Release Valves			
MJ Restraints			
Hydrant Assembly			
Blow Off Assembly			

SUBSTITUTION LIST

Bidder offers the following substitutions and "equal" items.

Equipment Item or Material	Spec Section	Alternative Manufacturer/Supplier (List One Only)	Deductible Amount* (Indicate Whether Lump Sum or Unit Price)

Represents 50 percent of the difference in cost in accordance with the General Conditions
(Minimum Deductible Amount per Substitution Item shall be \$1,000)
(Bidder may make additional copies of this page as required.)

Strike out (X) non-applicable signature block and complete applicable block. (ALL SIGNATORIES MUST HAVE THEIR NAMES PRINTED OR TYPED BELOW THEIR SIGNATURES)

If Bidder is:

SOLE PROPRIETORSHIP

(SEAL)

(Individual's Signature)

(Individual's Name)

doing business as

Business Address:

Phone No.:

Florida License No.: _____

A PARTNERSHIP

(SEAL)

(Partnership Name)

(General Partner's Signature)

(General Partner's Name)

Business address:

Phone No.:

Florida License No.: _____

Strike out (X) non-applicable signature block and complete applicable block. (ALL SIGNATORIES MUST HAVE THEIR NAMES PRINTED OR TYPED BELOW THEIR SIGNATURES)

If Bidder is:

A CORPORATION

(Corporation Name)

(State of Incorporation)

By

(Name of person authorized to sign)

(Title)

(Authorized Signature)

(Corporate Seal)

Attest

(Secretary)

Business address:

Phone No.:

Corporation President:

Florida License No.:

Strike out (X) non-applicable signature block and complete applicable block. (ALL SIGNATORIES MUST HAVE THEIR NAMES PRINTED OR TYPED BELOW THEIR SIGNATURES)

If Bidder is:

A JOINT VENTURE

By

(Name)

(Address)

By

(Name)

(Address)

Business Address:

Phone No.:

Florida License No.:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Florida License No.:

12. List the following in connection with the Surety which is providing the Bid Bond:

Surety's Name:

Surety's Address:

13. Name and address of Surety's resident agent for service of process in Florida:

(Remainder of page intentionally left blank)

CORPORATE AUTHORITY TO EXECUTE DOCUMENTS

I HEREBY CERTIFY that a meeting of the Board of Directors of _____, a corporation under
(Contractor's Corporate Name)
the laws of the State of _____, held on the _____ day of _____, 2024,
the following resolution was duly passed and adopted:

"RESOLVED, that _____
(signature of individual) (typed name of individual)
as _____ of the corporation, is hereby authorized to execute and all documents
required to be signed by an officer of the Corporation in order to submit a valid bid, contract and
bond for

CITY OF OCOEE
**Transmission Main Interconnect to
Orange County Utilities RCW System
ARPA Project
ITB #25-001**

between the CITY OF OCOEE, a municipal corporation, and this corporation, and that his
execution thereof, attested by the Secretary of the corporation and with corporate seal affixed shall
be the official act and deed of this corporation."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the
corporation this _____ day of _____, 2024.
(CORPORATE SEAL)

(Corporate Secretary)

STATE OF _____
CITY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2024
by _____
(name of officer or agent, title of officer or agent), by means of ☐ physical presence or ☐ online
notarization, of _____ (name of corporation acknowledging), a
_____ (state or place of incorporation) corporation, on behalf of the
corporation. He/She is personally known to me or has produced _____ (type
of identification) as identification and did/did not take an oath.

(Notary Public)
My Commission Expires: _____

SECTION 00640

WAIVER OF RIGHT TO CLAIM AGAINST
THE PAYMENT BOND (FINAL PAYMENT)
(SECTION 255.05)

The undersigned, in consideration of the final payment in the amount of \$ _____
hereby waives its right to claim against the payment bond for labor, services, or materials furnished
to _____ insert the name of your customer) on the job of _____
(insert name of the owner), for improvements to the following described project:

DESCRIPTION OF PROJECT:

- The project consists of the installation of approximately 3,750 linear feet of 16-inch polyvinyl chloride (PVC) reclaimed water main by open-cut installation, 50 linear feet of 16-inch ductile iron (DI) reclaimed water main by open-cut installation, and 980 linear feet of 20-inch high-density polyethylene (HDPE) reclaimed water main by horizontal directional drill. The project also includes 980 linear feet of 14-inch HDPE installed by horizontal directional drill and 2,900 linear feet of 12-inch ductile iron water main installed by open cut. Along with the installation of the piping the project consists of connections to existing water mains and reclaimed water mains, installation of hydrants, valves, fittings, pressure testing, open cut and restoration of associated roadway, driveways, curb, sodding, seeding and other restoration as may be required.
- All work must be in compliance with the City of Ocoee Engineering Standards Manual. See Section 02100. All work activities shall be required to be in accordance with the permits issued by the respective agencies. All work performed will be required to be done while maintaining the functional operation of the existing reclaim mains.

All work is to be conducted in accordance with the specifications within the Bidding Documents.

DATE _____,

_____ (Claimant)

By: _____

END OF SECTION

SECTION 01150

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 DESCRIPTION

- A. For lump sum items, payment shall be made to the contractor in accordance with an accepted progress schedule and schedule of values on the basis of actual work completed.
- B. The quantities of work to be done and materials to be furnished under a unit price contract, as given in the Bid Form, are to be considered as approximate only and are to be used solely for the comparison of Bids received and determining an initial Contract Price. The Owner does not, expressly or by implication, represent that the actual quantities involved will correspond exactly therewith; nor shall the Contractor plead misunderstanding or deception because of such estimate or quantities or of the character, location or other conditions pertaining to the Work.
- C. For unit-price items, payment shall be based on the actual amount of work accepted and for the actual number of materials in place, as shown by final measurements.
 - 1. All units of measurement shall be standard United States convention as applied to the specific items of work by tradition and as interpreted by the Engineer.
 - 2. At the end of each day's work, the Contractor's Superintendent or other authorized representative of the Contractor shall meet with the Owner's Representative and determine the quantities of unit price work accomplished and/or completed during the workday.
 - 3. These quantities will provide the basis of the Engineer's monthly quantity estimate upon which payment will be made.
 - 4. After the work is completed and before final payment is made, the Engineer will make final measurements to determine the quantities of various items of work accepted as the basis for final settlement.
- D. Where fittings are noted on the Drawings, such notation is for the Contractor's convenience and does not relieve him from laying and jointing different or additional items where required.

1.2 REQUIREMENTS SPECIFIED ELSEWHERE

- A. Additional Requirements are specified elsewhere including, but not necessarily limited to, General Conditions, Supplementary Conditions, Appendices, and Divisions 0, 1, 2, and 15.

1.3 APPLICATIONS FOR PAYMENT

- A. Applications for Payment shall be submitted by the Contractor to the Engineer/Owner in accordance with the Section 01027 Application for Payment.
- B. Work not installed in accordance with the requirements of the Contract Documents or materials not conforming to the Contract Documents will not be approved for payment by the Engineer.

1.4 SCOPE OF PAYMENT

- A. It is the Contractor's responsibility to perform a detailed quantity take-off from the plans to determine actual quantities for ordering and delivery purposes. The Owner will not be responsible for quantities ordered in excess of those installed and constructed. The Contractor should be aware that some of the pay items may have contingency quantities. Payment shall be made only for final in-place quantities. No payment shall be made for contingency quantities or additional work unless otherwise directed and approved in writing by the Engineer.
- B. Pay items are not guaranteed. Payments to the Contractor will be made for the actual quantities of the Contract items performed and accepted in accordance with the Contract Documents. Upon completion of construction, if these actual quantities show either an increase or decrease from the quantities given in the Proposal Form, the Contract Unit Prices will still prevail.
- C. The Contractor shall accept in compensation, as herein provided, in full payment for furnishing all materials, labor, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced by the Contract; also for all loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work and until its final acceptance by the Engineer, and for all risks of every description connected with the prosecution of the work, except as provided herein, also for all expenses incurred in consequence of the suspension of the Work as herein authorized.
- D. The payment of any partial estimate or of any retained percentage except by and under the approved final invoice, in no way shall affect the obligation of the Contractor to repair or renew any defective parts of the construction or to be responsible for all damage due to such defects.

1.5 PAYMENT FOR INCREASED OR DECREASED QUANTITIES

- A. When alterations in the quantities of work not requiring supplemental agreements, as hereinbefore provided for, are ordered and performed, the Contractor shall accept payment in full at the Contract price for the actual quantities of work done. No allowance will be made for anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as stipulated in such agreements.

1.6 OMITTED ITEMS

- A. Should any items contained in the bid form be found unnecessary for the proper completion of the work contracted, the Engineer may eliminate such items from the Contract, and such action shall in no way invalidate the Contract, and no allowance will be made for items so eliminated in making final payment to the Contractor.

1.7 PARTIAL PAYMENTS

- A. Partial payments shall be made monthly as the work progresses. Partial payments shall be made subject to the provisions of the Supplemental and General Conditions. The breakdown of quantities will be determined by the Engineer.

1.8 PAYMENT FOR MATERIAL DELIVERED

- A. When requested by the Contractor and at the discretion of the Owner, payment may

be made for all or part of the value of acceptable, non-perishable materials and equipment which are to be incorporated into bid items, have not been used and have been delivered to the construction site, or placed in storage places acceptable to the Owner. Payment shall be subject to the provisions of the General and Supplemental Conditions.

- B. No payment shall be made upon fuels, supplies, lumber, false work, or other materials, or on temporary structures of any kind which are not a permanent part of the Contract.

1.9 FINAL PAYMENT

- A. After final measurements are made by the Engineer, the Contractor will prepare a final quantity invoice of the amount of the Work performed and the value of such Work. Owner shall make final payments of the sum found due less retainages subject to provisions of the General and Supplemental Conditions.

1.10 INCIDENTAL WORK

- A. Incidental work items for which separate payment will not be made includes, but is not limited to, the following items:
 - 1. Construction photographs or videos.
 - 2. Project Record Documents.
 - 3. Signs.
 - 4. Clean-up and restoration of property.
 - 5. Restoration of fences and other structures.
 - 6. Cooperation and coordination with other Contractors and utility companies including related inspection costs and other costs (Refer to Section 01050).
 - 7. Utility crossings and relocations, unless otherwise paid for in explicit items.
 - 8. Temporary utility services to buildings, as required to maintain service during construction.
 - 9. Minor Items--such as relocation of signposts, guard rails, rock wall, mail boxes, curbs, traffic loop detectors, pavement markings, etc., damaged as a result of construction activities.
 - 10. Trench boxes, steel and/or wood sheeting as required, including that left in place.
 - 11. Maintenance of all existing water flows and repair of existing water mains.
 - 12. Testing of existing backflow preventers after connection with a new or modified water service.
 - 13. Temporary Construction.
 - 14. Dewatering as necessary.
 - 15. Dust control.
 - 16. Quality assurance testing.
 - 17. Grading.
 - 18. Construction schedules, bonds, insurance, shop drawings, warranties, guarantees, certifications, and other submittals required by the Contract Documents.
 - 19. Repair and replacement of water lines under 2-inches in size, culverts, underdrains, rock lined drainage trenches in streets and other utilities damaged

- by construction activities and corresponding proper disposal of removed materials unless otherwise paid for.
20. Temporary construction necessary for construction sequencing and other facilities not permanently incorporated into the work.
 21. Weather protection.
 22. Visits to the project site or elsewhere by personnel or agents of the Contractor, including manufacturer's representatives, as may be required.
 23. All excavation except the test holes specifically shown or ordered by the Engineer to establish sewer line and water line locations.
 24. Contract administration and insurance.
 25. Soil borings to establish in place field soils density, groundwater conditions, or requirements for dewatering.
 26. Temporary Field Office.
 27. Earthwork
 28. Test holes for the Contractor's Benefit
 29. Temporary resetting or replacement of existing street and traffic signs and temporary traffic signals where necessary.
 30. Horizontal adjustment of existing frames covers and grates to match final grades and curb faces.
 31. Removing and resetting of existing steps, guard rails, fences, walls and non-paved brick or paver walkways disturbed during construction, other than those identified in the Drawings to be replaced.
 32. Protection of existing block and stone retaining walls unless otherwise identified to be removed, relocated, or modified in the Drawings.
 33. Cross-over channels and underdrains for sewer, storm drain and water excavation pits, and check dams for all excavated channels.
 34. Installing raised pavement markers and temporary symbols on the binder course within 48 hours of installing any section of the binder course and maintaining these throughout the project duration.
 35. Locating and verifying the locations of water and sewer services within the limits of work. Capping or plugging existing underground utilities as shown on the plans.
 36. Removal and subsequent delivery of replaced or obsolete frames, covers, grates, hydrants, curbstones and signs to a location within the City limits designated by the Owner.
 37. Removal of temporary or permanent pavement markings, prior to paving.
 38. Relocation, replacement and extension of all underground telephones, power, cable, data, gas and all other private utility services that interfere with the installation of the water and reclaimed water mains.
 39. Completion of the Storm Water Pollution Prevention Plan as well as required inspections, monitoring and reporting.

1.11 DESCRIPTION OF PAY ITEMS

- A. The following sections describe the measurement of and payment for the work to be done under the respective items listed in the Bid Form.
- B. Each unit or lump-sum price stated in the Bid Form shall constitute full compensation, as herein specified, for each item of the work completed.

(01) – Mobilization/Demobilization

- A. Method of Measurement: Lump sum. The total of bid item shall not exceed [4%] of Total Amount of the Bid.
- B. Basis of Payment: Mobilization/demobilization costs are those costs of initiating and ending the contract. Payment for mobilization/demobilization shall be a lump sum at the price as stated in the Bid Form. Fifty percent (50%) of the lump sum will be payable when the Contractor is operational on the site. Forty percent (40%) will be paid in equal, monthly installments throughout the project duration, and the remaining ten percent (10%) of the lump sum will be payable when the Contractor leaves the site following the completion and Owner Acceptance of all contract work.
 - 1. Payment for Mobilization and Demobilization is the price and payment for full compensation for the preparatory work and operations in mobilizing for beginning work on the Project and demobilizing for ending work on the Project. The establishment of safety equipment, first aid supplies, sanitary and other facilities, as required by these Specifications, State and local laws and any other preconstruction expense necessary for the state of the Work; including the cost of field engineering, disposal of cleared and grubbed material and debris, construction schedules, preconstruction video and photographs, construction photographs, project signs, shop drawings, temporary facilities, lay down storage area, construction aids, erosion control, work associated with Contractor support during Owner/Engineer testing, reviews and inspection, re-inspection and any rework resulting from same, cleaning, project records documents, operating and maintenance data.

(02) – General Requirements, Bonds, and Permits

- A. Method of Measurement: General Requirements, Bonds, and Permits will be paid for at the Lump Sum unit price as stated in the Bid Schedule.

Basis of Payment: Payment shall be made at the start of the project to the contractor to obtain, maintain, and fulfill all requirements for bonds, permits, and general pre-construction work in relation to the project.

(03) – Maintenance of Traffic

- A. Method of Measurement: Traffic regulation and control will be paid for at the Lump Sum unit price as stated in the Bid Schedule.
- B. Basis of Payment: Payment for traffic regulation and control shall constitute full compensation for all traffic regulation and control efforts and including all labor, materials, equipment, signage and supervision required to provide comprehensive and professional traffic regulation and control at all project locations, including uninformed police officers and electronic message boards. The traffic control plan, temporary pavement markings for traffic re-routing and pedestrian safety are included in this item. The lump sum shall be paid in partial payments over the course of the project, where the percentage paid is equal to the percentage of completion of the entire Contract.
 - 1. Maintenance of Traffic will be in accordance with FDOT standards as listed in 01570.

2. The Maintenance of Traffic Plan is required to be FDOT-certified and shall be approved by the City and Orange County.

(04) – Erosion Control

- A. Method of Measurement: Erosion control will be paid for at the Lump Sum unit price as stated in the Bid Schedule.
- B. Basis of Payment: Item shall include purchasing and installing all erosion and sediment control measures prior to starting any work. This item shall also include preparation, monitoring, inspecting, reporting, and maintaining all erosion and sediment control measures throughout the duration of the project and the complete and proper removal of control items prior to demobilization. The lump sum shall be paid per month throughout the duration of the project, where the percentage paid is equal to the percentage of completion of the entire Contract.

(05) – Excavation of Unsuitable Materials

- A. Method of Measurement: Quantity to be paid for under this item shall be the number of cubic yards of unsuitable material removed and replaced with clean backfill material as authorized by the Engineer.
- B. Basis of Payment: Item shall include labor, equipment, and materials necessary to complete the excavation, remove unsuitable material, and replace with clean backfill to the depth accepted by the Engineer for the length of the excavation as directed by the Engineer. Payment will not be made for unauthorized additional earth excavation.
- C. Basis of Payment:
 1. Excavated unsuitable materials shall be paid for at the unit price per cubic yards stated in the Bid Schedule. Said unit price shall be full compensation for furnishing all labor, equipment, and tools necessary for the excavation of unsuitable material including the hauling and disposal of materials; and including furnishing installing and compacting replacement suitable backfill, and filter fabric, and for all other work and expenses incidental thereto for which payment is not provided under other items.

(06) – Asphalt Removal and Replacement

- A. Method of Measurement: The asphalt removal and replacement to be paid for will be determined by the actual square yards of asphalt replaced and accepted.
- B. Basis of Payment: Payment for Asphalt Removal and Replacement will be made at the Contract unit price per square yard per item, which price and payment shall be full compensation and shall include removal and disposal of existing asphalt, base, and sub-base; new base; restriping and pavement markings; all saw-cutting, milling, paving, and sealing; all subbase, asphalt, curbs, gutters and miscellaneous road or driveway components; compaction and testing. All pavement replaced shall meet the requirements of the Agency (FDOT, Orange County, or City of Ocoee) responsible for the maintenance of the pavement according to the latest City standards, County standards, and FDOT Standards for Road and Bridge Construction.

(07) – Concrete Work

- A. Method of Measurement: The concrete constructed, removed, and replaced to be paid for will be determined by the actual square yards of concrete constructed, replaced, and accepted.
- B. Basis of Payment: Payment for Concrete Work will be made at the Contract unit price per square yard per item, which price and payment shall be full compensation and shall include construction of all concrete structures and pads; removal and disposal of existing concrete at driveways and sidewalks as required for installation of water and reclaimed water mains; grading, all reinforcement/wire mesh for driveways, sidewalks, pads, and expansion joints; all saw-cutting, milling, paving, re-striping, and sealing; all subbase, concrete, sidewalks, curbs, gutters and miscellaneous driveway components; compaction and testing.

(08) – Driveway Restoration for Dirt, Gravel, and Paver Driveways

- A. Method of Measurement: The quantity of material to be paid for under this item shall be the actual weight in ton of material used to restore each driveway.
- B. Basis of Payment:
 - 1. Grass, dirt, gravel, and pavement shall be paid for at the Contract unit price per ton stated in the Bid Schedule.
 - 2. Said unit price shall be full compensation for furnishing all materials, labor, equipment, and tools necessary for the placement and removal of driveways, preparation of base material, placement and grading of shoulder material to back up overlay pavement, and installation of driveway markings.

(09) – Furnish and Install 20-inch DR 11 HDPE Reclaimed Water Main via Horizontal Directional Drill (HDD)

- A. Method of Measurement and payment: Reclaimed water main pipe via HDD measured for payment shall be the number of linear feet of specified diameter HDPE pipe installed and measured horizontally, at ground elevation, running a measure along the center line of the pipe as laid including fittings installed and accepted complete in place for all work to the limits of work as shown on the Drawings.
- B. Basis of Payment: Payment shall be paid for at the Contract unit price per horizontal linear foot for the size of HDPE reclaimed water main installed by directional drill, which price and payment shall be full compensation and shall include the cost to obtain and review all manufacturer's data and specifications for piping; receiving, unloading, inspecting, storing and installing reclaimed water main pipes; all ancillary fittings, adapters, fusion weld equipment, removal of weld beads, use of pipe rollers and appurtenances and installation of said materials including all clearing and grubbing, stripping, proof rolling, trenching, verifying depth and location of existing utilities, dewatering, suitable drilling mud, suitable backfill material, backfilling, surface and pavement restoration, compaction, and testing; all drilling and receiving pits, drilling rigs, rods, disposal of removed materials and fluids, restoration, bore logs, pipe pulling through bore hole, and ancillary equipment; flushing, pigging, and pressure testing of all reclaimed water main.

(10) – Furnish and Install 16-inch PVC Reclaimed Water Main via Open Cut

- A. Method of Measurement and payment: Reclaimed water main pipe via open cut measured for payment shall be the number of linear feet installed measured horizontally, at ground elevation, running a measure along the center line of the pipe as laid including fittings installed and accepted complete in place for all work to the limits of work as shown on the Drawings. Branch pipes will be measured along their centerlines from the centerline of the main pipe.
- B. Basis of Payment: Payment for PVC reclaimed water main by open cut shall be paid for at the Contract unit price per horizontal linear foot for the size and type installed, which price and payment shall be full compensation and shall include the cost: to obtain and review all manufacturer's data and specifications for piping; receiving, unloading, inspecting, storing and installing reclaimed water main pipes; all ancillary tracer wire, warning tape, temporary jumper connection, gaskets, pipe restraint mechanisms, nuts, bolts, retainer glands, and appurtenances and installation of said materials including all clearing and grubbing, stripping, proof rolling, trenching (excavating), dewatering, pipe bedding, root barriers, suitable backfill material, backfilling, surface and pavement restoration, compaction, and testing; flushing, pigging, and pressure testing of all reclaimed water main. This price shall include clean-up and restoration of the right-of-way or private property including property boundary monuments and markers, removal and protection of trees, replacement of shrubs, fences, mailboxes, poles, sign, and mulch which are displaced to construct the reclaimed water main.
 - 1. Payment for this work on interim requisitions shall be according to the following percentages:
 - a. Reclaimed water main successfully set in place and backfilled - 80 percent.
 - b. Reclaimed water main pressure tested - 20 percent.

(11) – Furnish and Install 16-inch Ductile Iron pipe via Open Cut Reclaimed Water Main

- A. Method of Measurement: Ductile iron pipe via open cut measured for payment shall be by the size and number of linear feet installed measured horizontally, at ground elevation, running a measure along the center line of the pipe as laid including fittings installed and accepted complete in place for all work to the limits of work as shown on the Drawings. Branch pipes will be measured along their centerlines from the centerline of the main pipe.
- B. Basis of Payment:
 - 1. Ductile iron pipe shall be paid for at the unit price per diameter of horizontal linear foot stated in the Bid Schedule. Said unit price shall be full compensation for sawcut, management, removal and disposal of pavement; excavation; furnishing all pipes, cement mortar lining, polywrap, labor, equipment, tools, and other materials required for the installation of the pipelines; for installing the polywrap; for utility crossings and relocations, laying, setting, and jointing all pipes and fittings; for connections and couplings to existing pipes; for furnishing and placing all bedding, haunching, root barriers and initial backfill; for backfilling; for thrust blocks and supports; for restraining joints; saddles; for furnishing and placing all temporary sheeting and bracing; for

clearing and grubbing; for cleaning and testing; for removal and disposal of existing water lines being replaced within the trench; for all labor, tools and construction equipment; testing of installed reclaimed water mains, temporary utilities for construction and to maintain existing service during construction including any materials, labor, and equipment the Contractor needs to provide regardless of the construction sequence, pipe and buried utility markings and location tape, cross-over channels and underdrains for sewer, storm drain and water excavation pits, and check dams for all excavated channels and for all other work and expenses incidental thereto for which payment is not provided under other items. This price shall include clean-up and restoration of the right-of-way or private property including property boundary monuments and markers, protection and removal of trees, replacement of shrubs, fences, mailboxes, poles, sign, and mulch which are displaced to construct the reclaimed water main.

2. Payment for this work on interim requisitions shall be according to the following percentages:
 - a. Reclaimed water main successfully set in place and backfilled - 80 percent.
 - b. Reclaimed water main pressure tested - 20 percent.

(12) – Furnish and Install 14-inch DR 11 HDPE Water Main via Horizontal Directional Drill (HDD)

- A. Method of Measurement and payment: Water main pipe via HDD measured for payment shall be the number of linear feet of specified diameter HDPE pipe installed and measured horizontally, at ground elevation, running a measure along the center line of the pipe as laid including fittings installed and accepted complete in place for all work to the limits of work as shown on the Drawings.
- B. Basis of Payment: Payment shall be paid for at the Contract unit price per horizontal linear foot for the size of HDPE water main installed by directional drill, which price and payment shall be full compensation and shall include the cost to obtain and review all manufacturer's data and specifications for piping; receiving, unloading, inspecting, storing and installing water main pipes; all ancillary fittings, adapters, fusion weld equipment, removal of weld beads, use of pipe rollers and appurtenances and installation of said materials including all clearing and grubbing, stripping, protection of trees, proof rolling, trenching, verifying depth and location of existing utilities, dewatering, suitable drilling mud, suitable backfill material, backfilling, surface and pavement restoration, compaction, and testing; all drilling and receiving pits, drilling rigs, rods, disposal of removed materials and fluids, restoration, bore logs, pipe pulling through bore hole, and ancillary equipment; flushing, pigging, pressure testing, disinfection and bacteriological testing.

(13) – Furnish and Install 12-inch Ductile Iron Water Main via Open Cut

- A. Method of Measurement: Ductile iron pipe via open cut measured for payment shall be by the size and number of linear feet installed and measured horizontally, at ground elevation, running a measure along the center line of the pipe as laid including fittings installed and accepted complete in place for all work to the limits of work as shown

on the Drawings. Branch pipes will be measured along their centerlines from the centerline of the main pipe. This item also includes the cost to abandon by grout filling the existing water main where identified.

B. Basis of Payment:

1. Ductile iron pipe shall be paid for at the unit price per diameter of horizontal linear foot stated in the Bid Schedule. Said unit price shall be full compensation for sawcut, management, removal and disposal of pavement; excavation; furnishing all pipes, cement mortar lining, polywrap, labor, equipment, tools, and other materials required for the installation of the pipelines; for installing the polywrap; for utility crossings and relocations, laying, setting, and jointing all pipes and fittings; for connections and couplings to existing pipes; for furnishing and placing all bedding, haunching, root barriers and initial backfill; for backfilling; for thrust blocks and supports; for restraining joints; saddles; for furnishing and placing all temporary sheeting and bracing; for clearing and grubbing; for cleaning and testing; for all labor, tools and construction equipment; flushing, pigging, pressure testing, disinfection and bacteriological testing of installed water mains, temporary utilities for construction and to maintain existing service during construction including any materials, labor, and equipment the Contractor needs to provide regardless of the construction sequence, pipe and buried utility markings and location tape, cross-over channels and underdrains for sewer, storm drain and water excavation pits, and check dams for all excavated channels and for all other work and expenses incidental thereto for which payment is not provided under other items. This price shall include clean-up and restoration of the right-of-way or private property including property boundary monuments and markers, protection and removal of trees, replacement of shrubs, fences, mailboxes, poles, sign, and mulch which are displaced to construct the water main.
2. Payment for this work on interim requisitions shall be according to the following percentages:
 - a. Water main successfully set in place and backfilled - 80 percent.
 - b. Water main pressure tested - 20 percent.

(14) – Ductile Iron Fittings

- A. Method of Measurement: The quantity of ductile iron fittings to be paid for under this item shall be the actual weight in tons provided by the manufacturer of all ductile iron fittings
- B. Basis of Payment:
 1. Payment shall include furnishing all labor, equipment, polywrap, restraints, interior coatings, tools and materials necessary for installing fittings. Unit of measurement is tons. The weight shall be as indicated in the manufacturing standards and shall include the weight of accessories including thrust restraint.

(15) – 16-inch Actuated Butterfly Valve

- A. Method of Measurement: The quantity of actuated valves to be paid for under this item shall be the actual number of valves installed complete in place.
- B. Basis of Payment: Actuator valves shall be paid for at the unit price per each stated

in the Bid Schedule. Said unit price shall be full compensation for furnishing all materials, labor, equipment, testing, and tools; for installing, setting, and jointing the valve; for mechanically restraining joints; for thrust blocks and pipe supports; testing of installed reclaimed water mains and valves; and for all other work and expenses incidental thereto for which payment is not provided under other items.

(16) and (17) - Gate Valve

- A. Method of Measurement: The quantity of resilient seated gate valves to be paid for under this item shall be the actual size and number of valves and valve boxes installed completely in place.
- B. Basis of Payment: Resilient seated gate valves shall be paid for at the unit price per each stated in the Bid Schedule. Said unit price shall be full compensation for furnishing all materials, labor, equipment, polywrap, and tools; sawcut, management, removal and disposal of pavement; excavation; for installing, setting, and jointing the valve and valve box; for restraining joints; for thrust blocks and supports; disinfection, cleaning and testing of installed mains, for valve box extensions; for testing all valves and valve boxes; and for all other work and expenses incidental thereto for which payment is not provided under other items.

(18) and (19) - 2-inch Automatic Air Release Valve

- A. Method of Measurement: The number of 2-inch automatic gas release valves to be paid for will be determined by the actual unit and type installed and accepted.
- B. Basis of Payment: Payment for Furnish and Install 2-inch automatic air release valve shall be paid for at the Contract unit price per item, which price and payment shall be full compensation and shall include the cost: to obtain and review all manufacturer's data and specifications for valves, stainless steel piping, air release valve, and valve enclosure; receiving, unloading, inspecting, storing and installing automatic air release valve; all ancillary fittings and appurtenances and installation of said materials including #57 stone, filter fabric, concrete pad, reinforcement bars, warning tape, all other items required per the ARV detail shown on the drawings, all clearing and grubbing, stripping, proof rolling, trenching, dewatering, suitable backfill material, backfilling, surface and pavement restoration, compaction, and testing; flushing, and pressure testing the automatic air release valve.

(20) - Blow-off Assembly

- A. Method of Measurement: The quantity of blow off assemblies to be paid for under this item shall be the actual number of assemblies installed completely in place.
- B. Basis of Payment: Blow off assemblies shall be paid for at the unit price per each stated in the Bid Schedule. Said unit price shall be full compensation for furnishing all materials, labor, equipment, and tools; sawcut, management, removal and disposal of pavement; excavation; for installing, setting, and jointing the assembly; testing of installed reclaimed water mains; for testing all assemblies; and for all other work and expenses incidental thereto for which payment is not provided under other items.

(21) – Fire Hydrant Assembly

- A. Method of Measurement: The quantity of hydrant assemblies to be paid for under this

item shall be the actual number and type installed complete in place.

B. Basis of Payment:

1. Hydrant assemblies shall be paid for at the unit price per each stated in the Bid Schedule. Said unit price shall be full compensation for furnishing all materials, labor, equipment, and tools; for installing, setting, and jointing; for excavation; for removal of existing hydrants where directed; for all thrust blocks and supports; restraining joints; for the hydrant branch gate valve, tee, pipe and hydrant; hydrant markers; polywrap; location tape; testing of all other work and expenses incidental thereto for which payment is not provided under other items.
2. Payment for this work on interim requisitions shall be according to the following proceedings:
 - a. Hydrant assembly successfully set in place and backfilled - 80 percent
 - b. Hydrant assembly pressure tested - 20 percent.

(22) - Loaming and Seeding

A. Method of Measurement: Loaming and Seeding will be paid for at the Lump Sum unit price as stated in the Bid Schedule.

B. Basis of Payment:

1. Payment for Loaming and seeding shall be full compensation for furnishing all labor, materials, and equipment required to place and grade loam, furnish and place seed, mulch, lime, fertilize and water, assure and maintain grass growth until final acceptance by the Engineer; and for all other work including grading of paved and unpaved areas disturbed during construction and expenses indicated thereto for which payment is not provided under other items. This price includes the clearing, grubbing and stripping and stockpiling of topsoil. Areas disturbed for the Contractor's convenience shall be restored at no additional cost to the Owner.
2. 80% at the completion of the installation of the loaming and seeding, upon acceptance by the Engineer. 20% upon final contract completion and consistent coverage and growth of the new turf.
3. Loaming and Seeding shall occur in all city areas behind the housing located on the north side of Nicole Boulevard and east of Nicole Boulevard.

(23) – Sodding

A. Method of Measurement: Measurement of this item will be the actual square yards of the surface cover placed within 5 feet of either side of the pipe centerline, as measured along the centerline of the installed pipeline necessitating sod replacement. No payment will be made for sod replaced outside the 5 feet distance from the centerline of pipe. Areas damaged outside the distance of 5 feet will be sodded at no additional compensation.

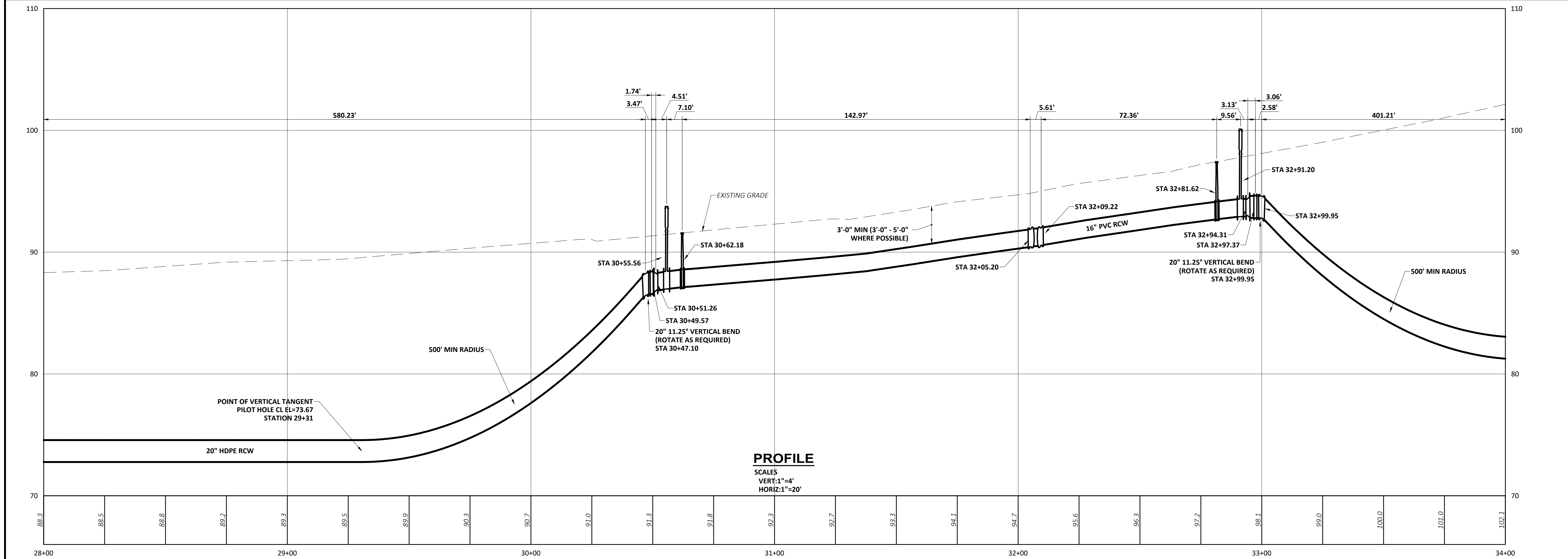
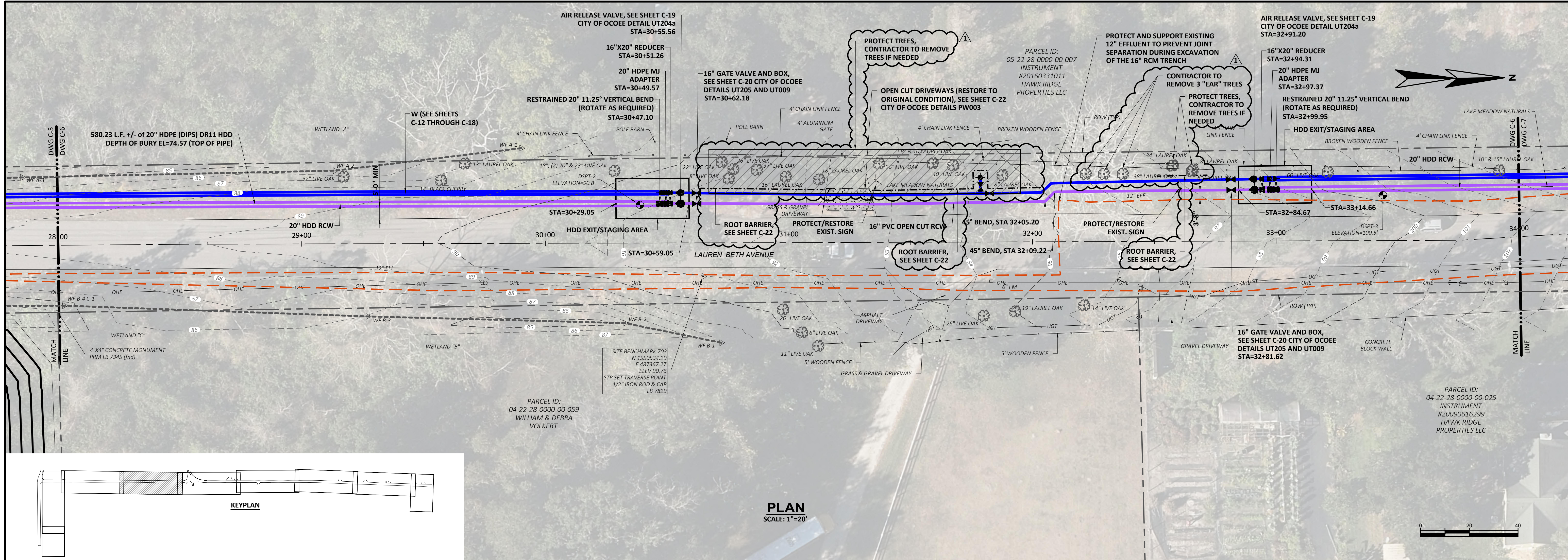
B. Basis of Payment: Payment for sodding will be made at the Contract unit price per square yard for the respective thickness, which price and payment shall be full compensation for replacing existing sod. All sod replaced shall meet the requirements of the Agency (FDOT, Orange County, or the City) responsible for the maintenance of the sod.

1. Sodding shall occur on all areas excavated in the Lauren Beth Avenue right of way and the Lake meadow road right of way.

(24) – Conduit and Wiring

- A. Method of Measurement: The quantity of conduit wiring to be paid for under this item shall be paid for at the Lump Sum unit price as stated in the Bid Schedule.
- B. Basis of Payment: Payment for Furnish and Installation of conduit wiring shall be paid for at the lump sum price, which price and payment shall be full compensation for furnishing all materials, labor, equipment and shall include the cost: receiving, unloading, inspecting, storing and installing conduit wiring; installation of said materials including all clearing and grubbing, stripping, proof rolling, trenching (excavating), dewatering, pipe bedding, suitable backfill material, backfilling, surface and pavement restoration, compaction.

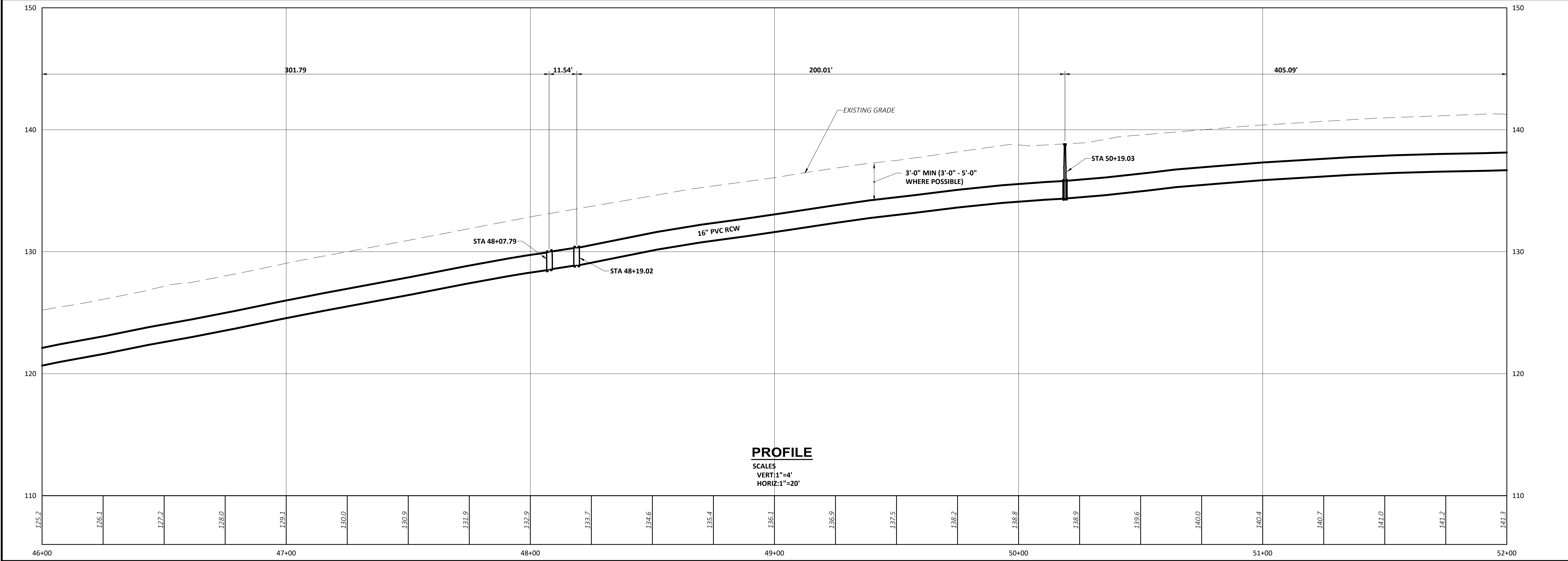
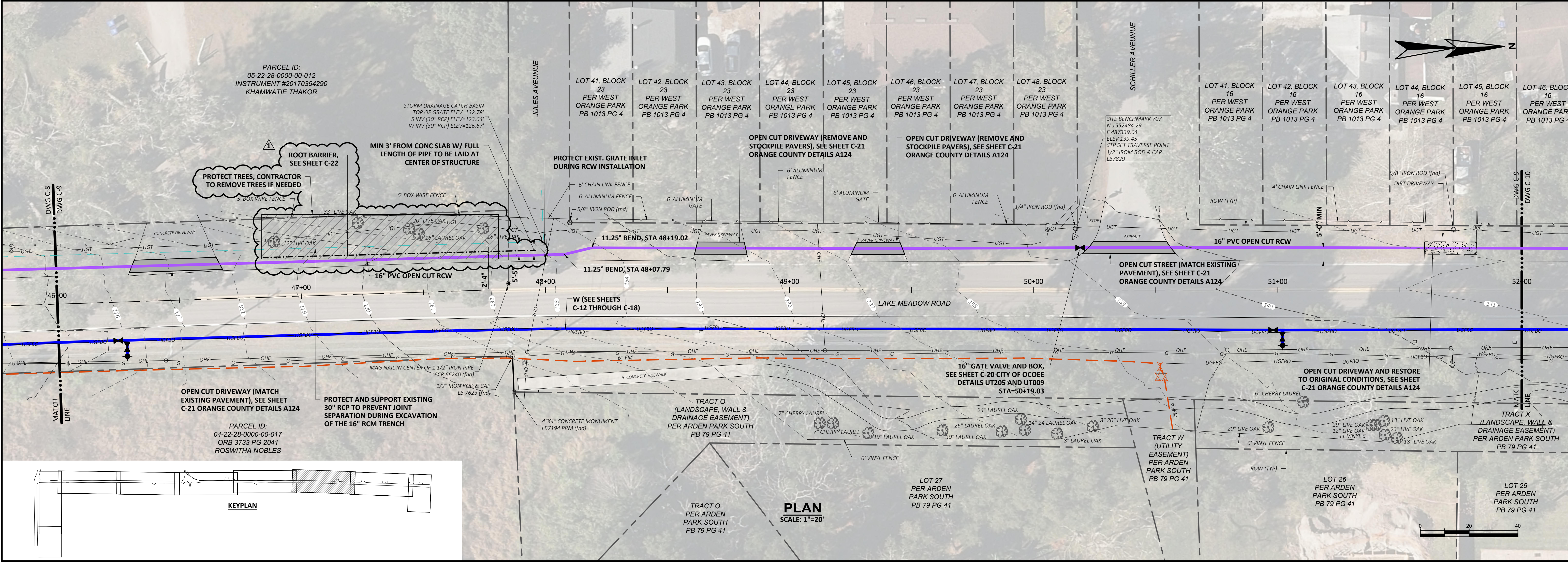
END OF SECTION



CITY OF OCOCHEE, FLORIDA TRANSMISSION MAIN INTERCONNECT TO ORANGE COUNTY UTILITIES' RCW SYSTEM	WRIGHT-PIERCE 407.906.1776 www.wright-pierce.com 601 S LAKE DESTINY ROAD, SUITE 200, MAITLAND, FL 32751				PROJECT NO: 21507 DESIGNED: A. STEWART/A. BOHONAN CAD COORD: D. METZ CAD: D. METZ CHECKED: B. BOOZ DATE: 08-23-2024 APPROVED: D. DAVIS DATE: 09-10-2024 SUBMISSION: CONTRACT DRAWINGS	NO	REVISIONS	APPD	DATE
						ADDENDUM 1	DAD	10-24	
RECLAIMED WATER MAIN PLAN AND PROFILE STA 28+00 TO STA 34+00									
DRAWING		C-6							

LAST SAVED BY: DANIEL.METZ 10/15/2024 10:53 AM

A:\NGF\OC00E\21507-ORANGE COUNTY INTERCONNECT RECLAIMED WATER TRANSMISSION MAIN DRAWINGS\CV\21507-CS-PLAN\PROFILE\DWG | 21507-CS-PLAN\PROFILE\DWG | 12.5.5849 | 10/15/2024 11:09:32 AM | DANIEL.METZ



APPD	DATE
DAD	10-24

NO	REVISIONS
1	ADDENDUM 1

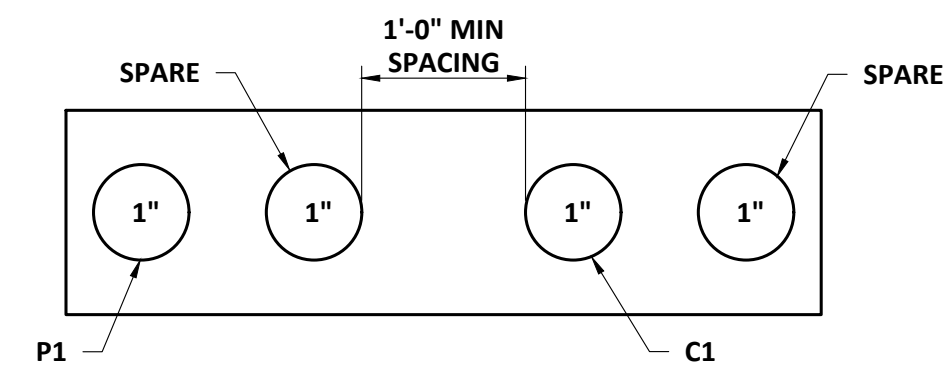
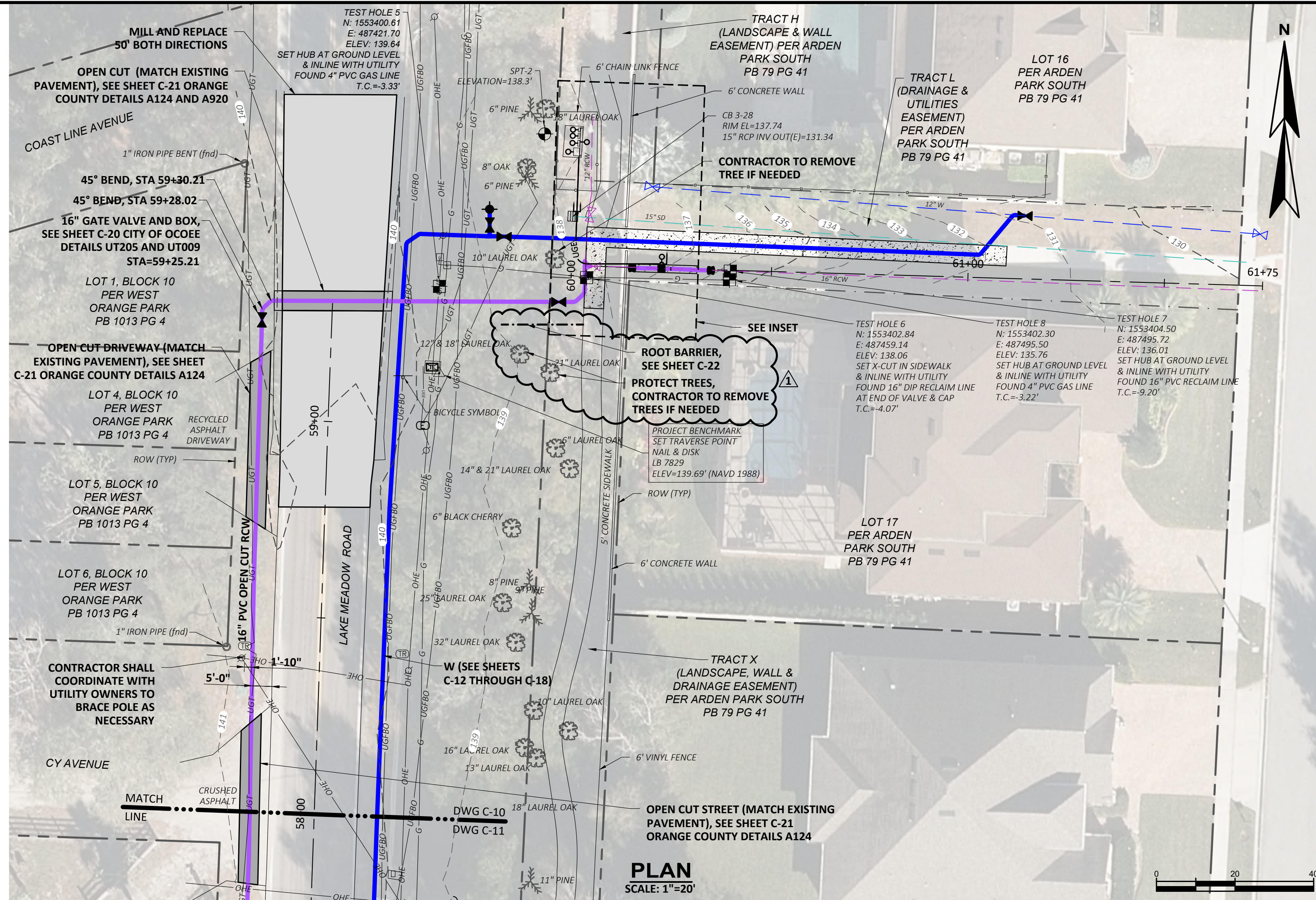
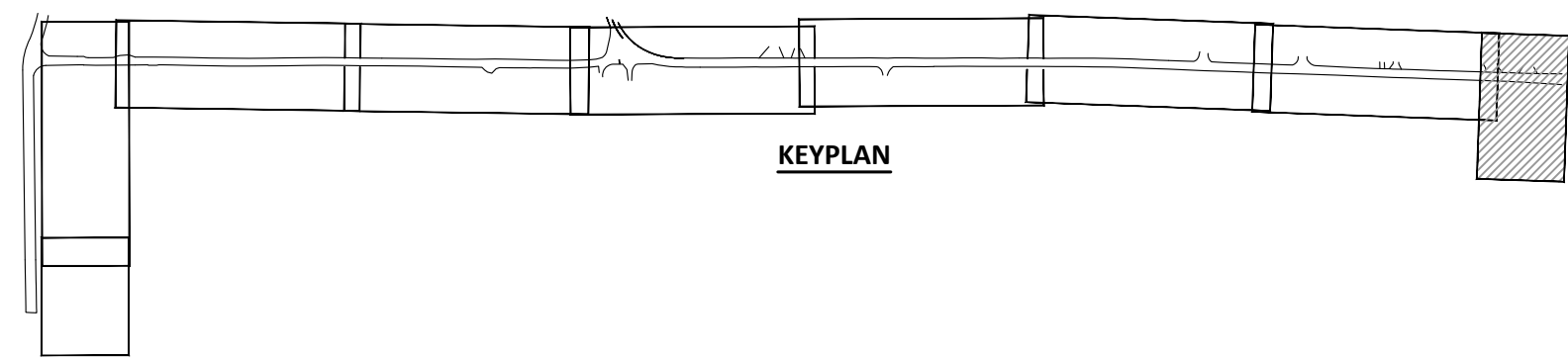
PROJECT NO:	21507
DESIGNED BY:	A. STEWART/K. BOHONAN
CAD COORD:	D.METZ
CAD:	D.METZ
CHECKED BY:	B. BOOZ
DATE:	08-23-2024
APPROVED BY:	D. DAVIS
DATE:	09-10-2024
SUBMISSION:	CONTRACT DRAWINGS

WRIGHT-PIERCE
407.906.1776 | www.wright-pierce.com
601 S LAKE DESTINY ROAD, SUITE 200, MAITLAND, FL 32751

CITY OF OC00E, FLORIDA
TRANSMISSION MAIN INTERCONNECT
TO ORANGE COUNTY UTILITIES'
RCW SYSTEM

RECLAIMED WATER MAIN
PLAN AND PROFILE STA 46+00 TO STA 52+00

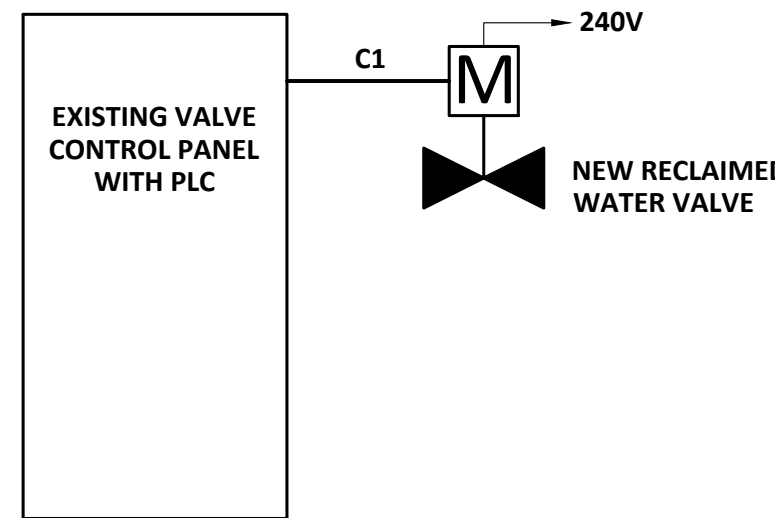
DRAWING
C-9



SECTION A-A
SCALE: NTS

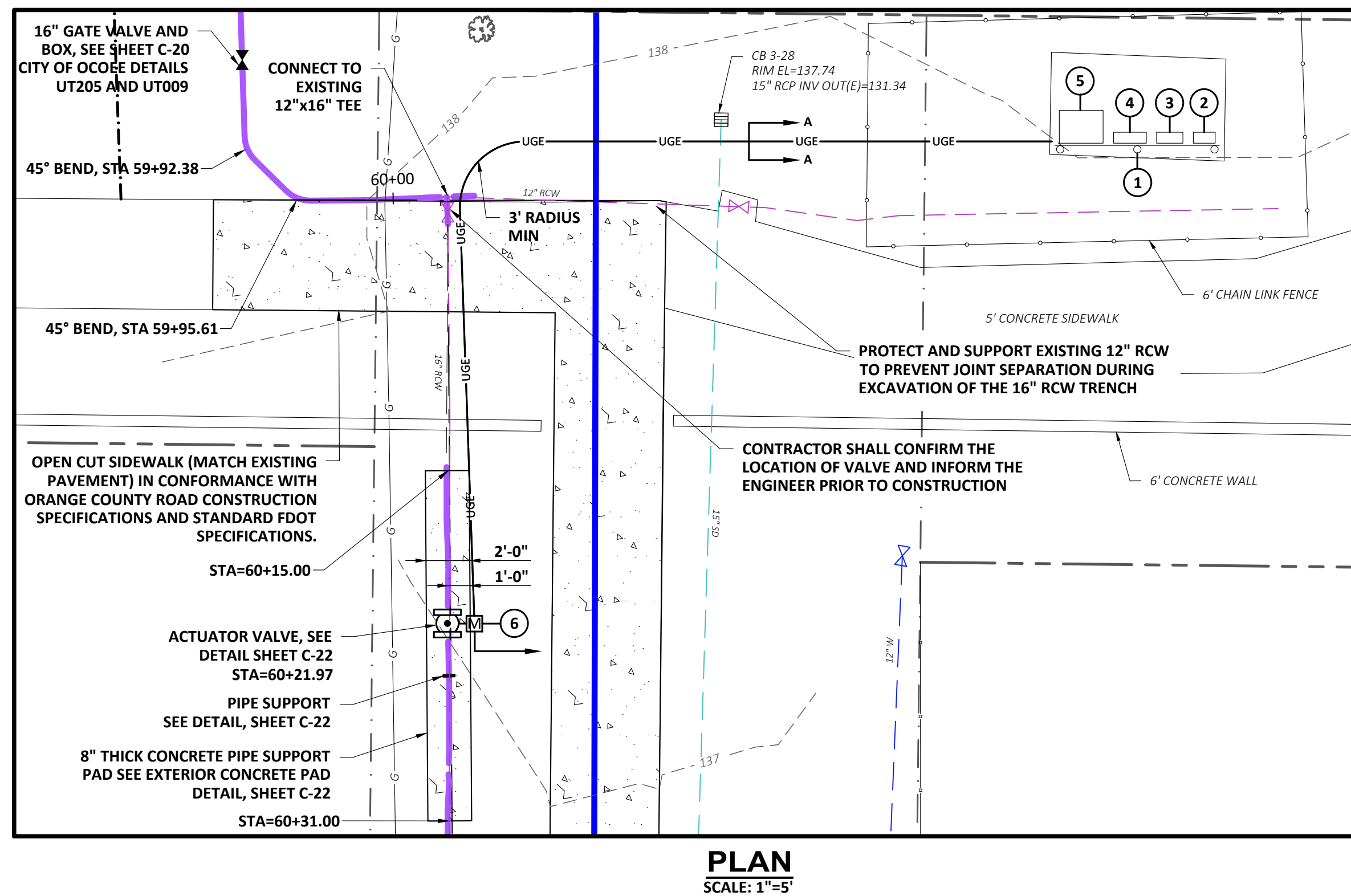
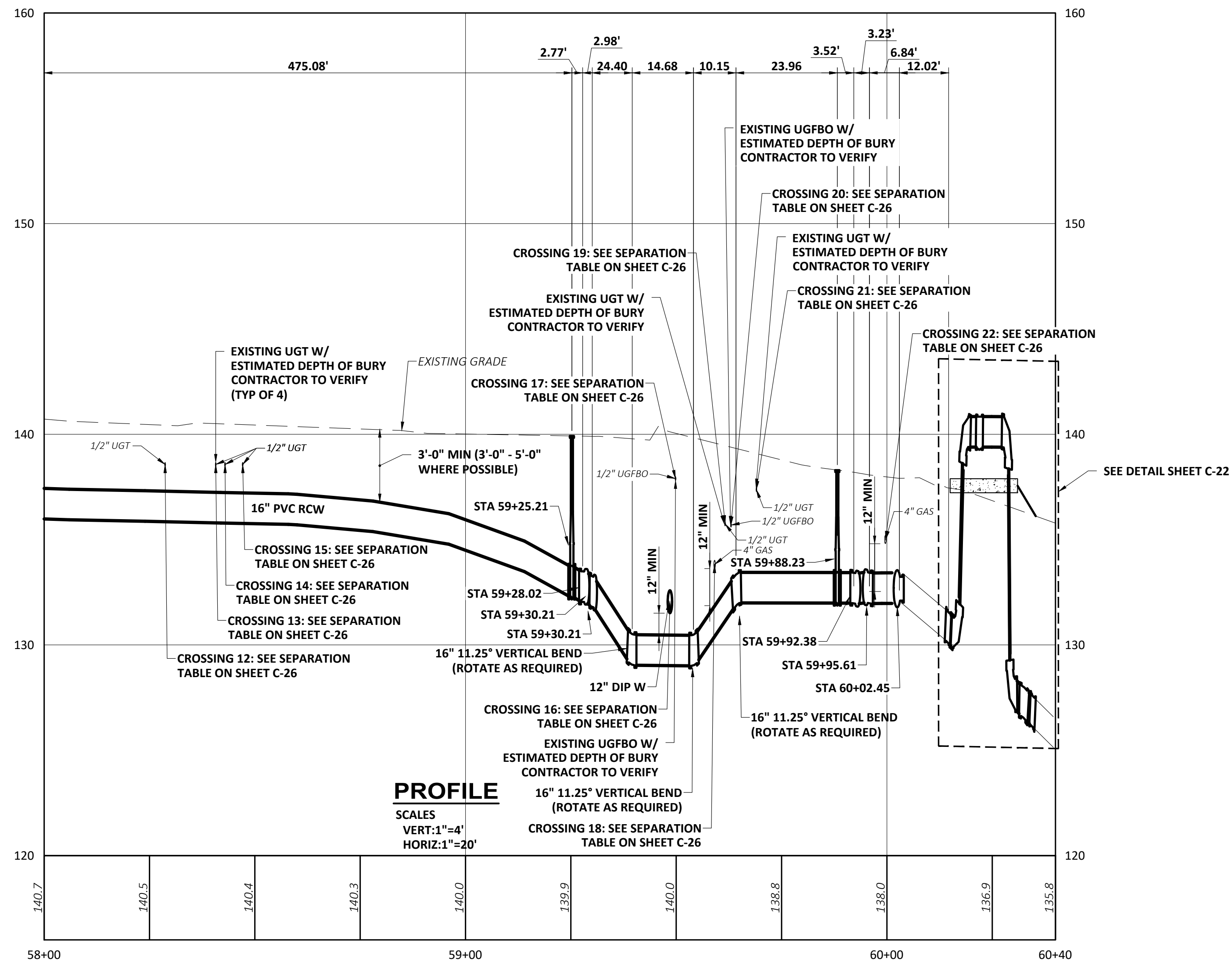
ELECTRICAL EQUIPMENT LEGEND

- 1 EXISTING ELECTRICAL SUPPORT STRUCTURE
- 2 EXISTING KWH METER
- 3 EXISTING FUSED SAFETY SWITCH
- 4 EXISTING POWER PANEL LP-1
- 5 EXISTING VALVE CONTROL PANEL WITH PROGRAMMABLE LOGIC CONTROLLER (PLC)
- 6 NEW RECLAIMED WATER VALVE

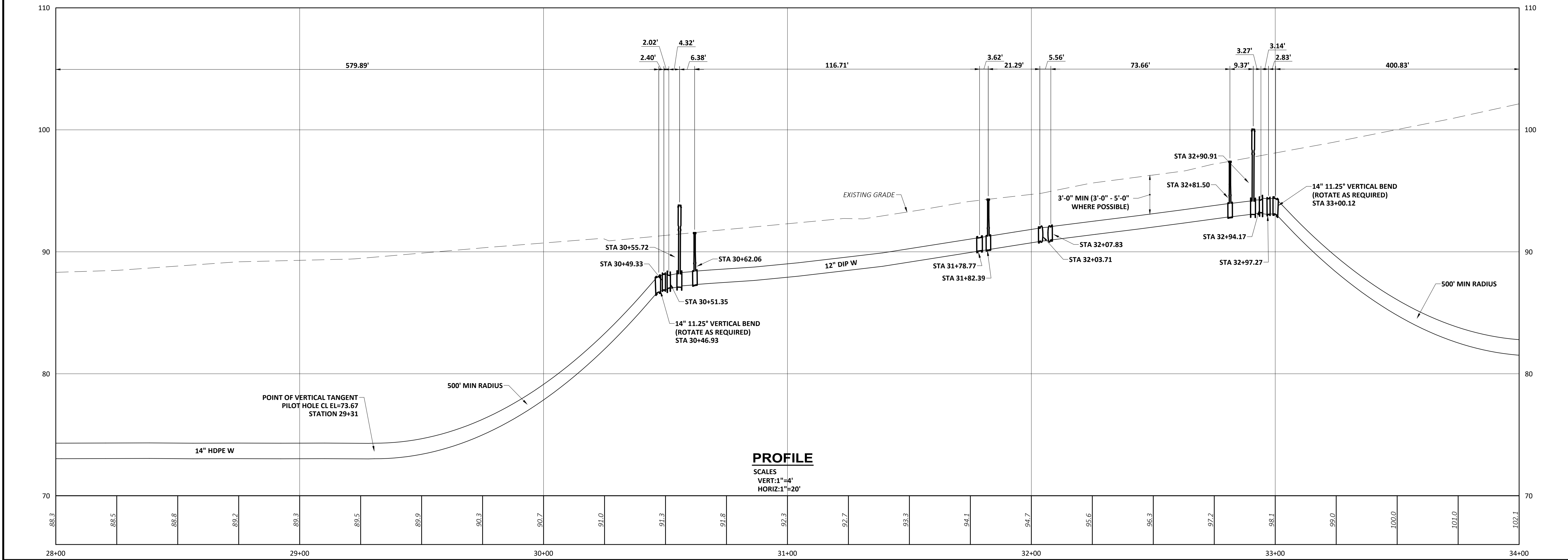


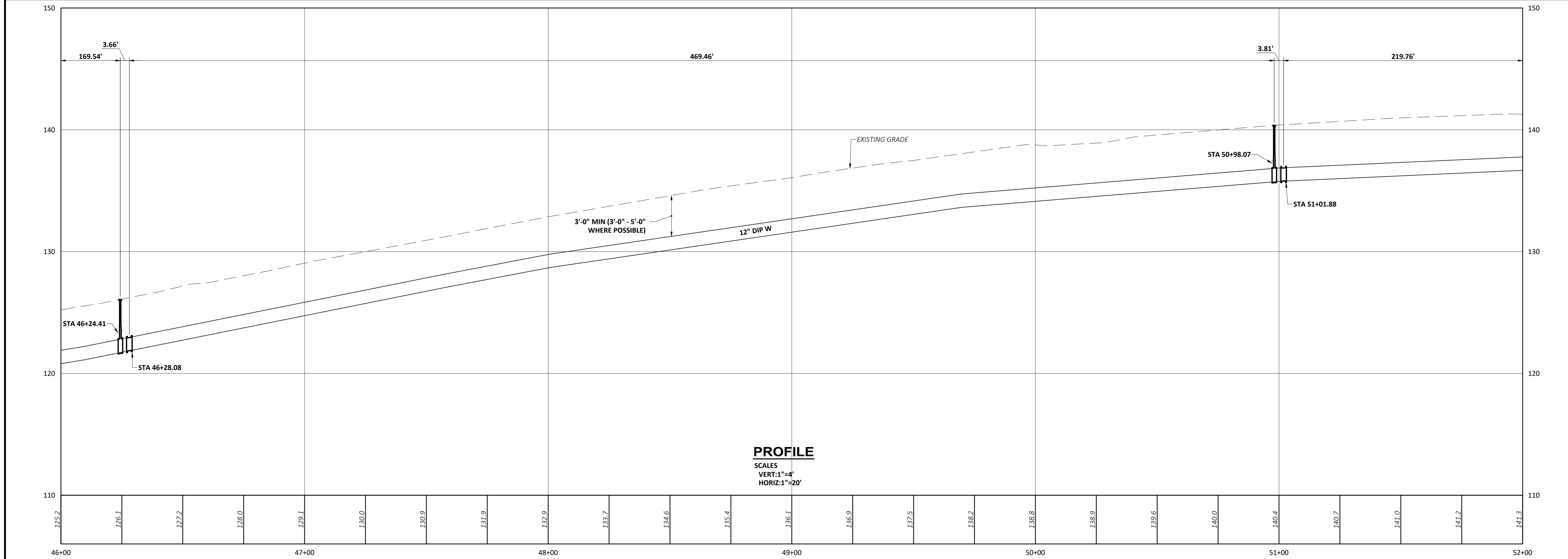
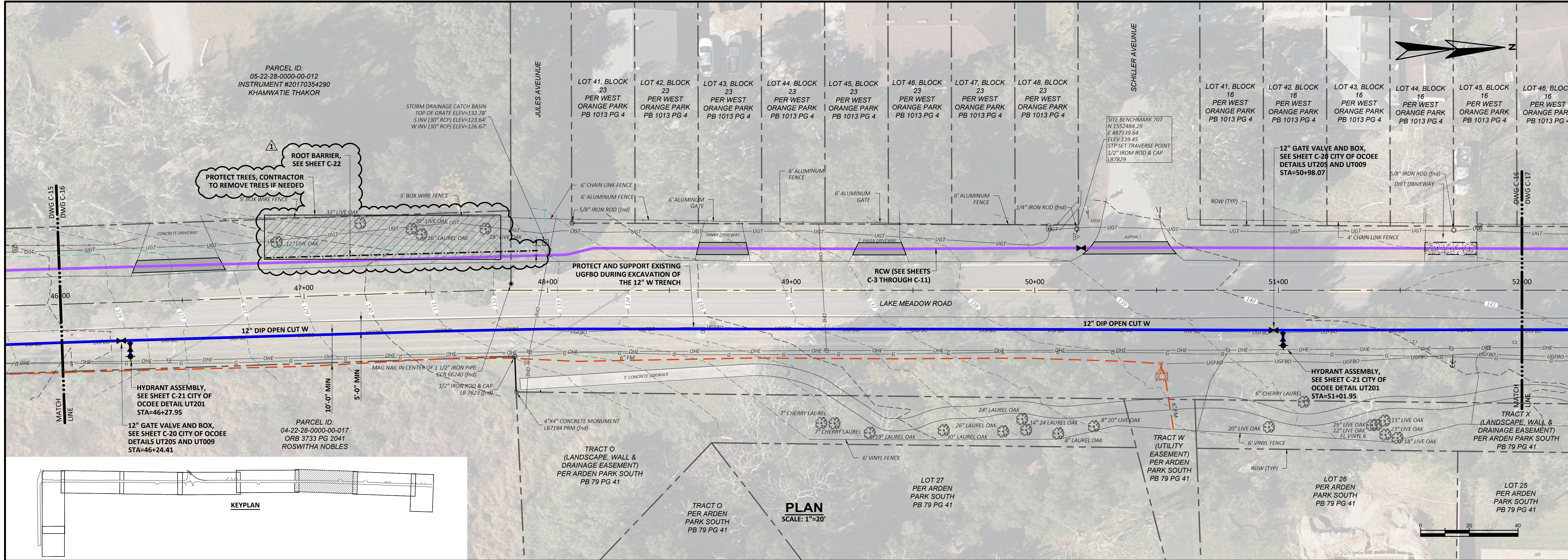
INSTRUMENTATION CONTROL AND WIRING DIAGRAM

NOTE:
FOR ELECTRICAL SCHEDULES SEE SHEET C-26

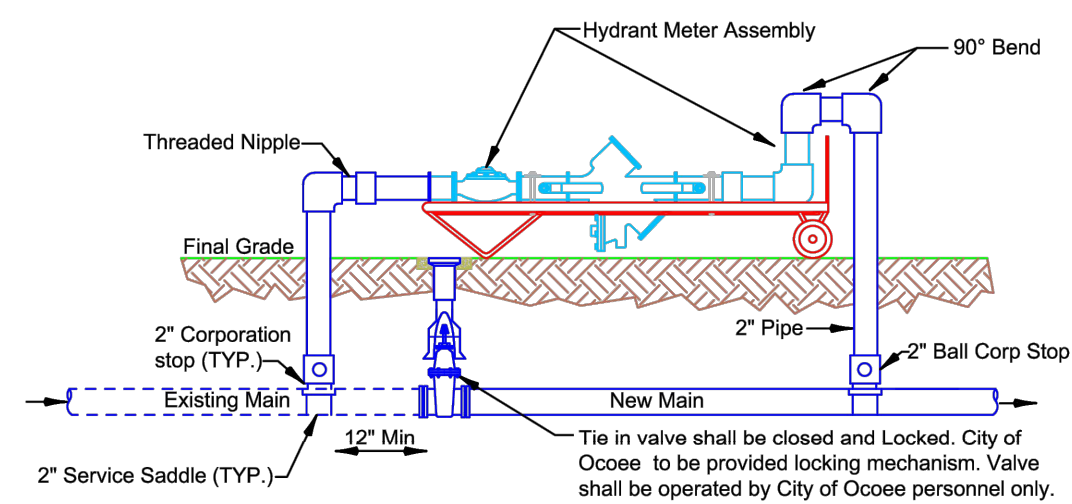


PLAN
SCALE: 1"=5'

Page 238 of 398



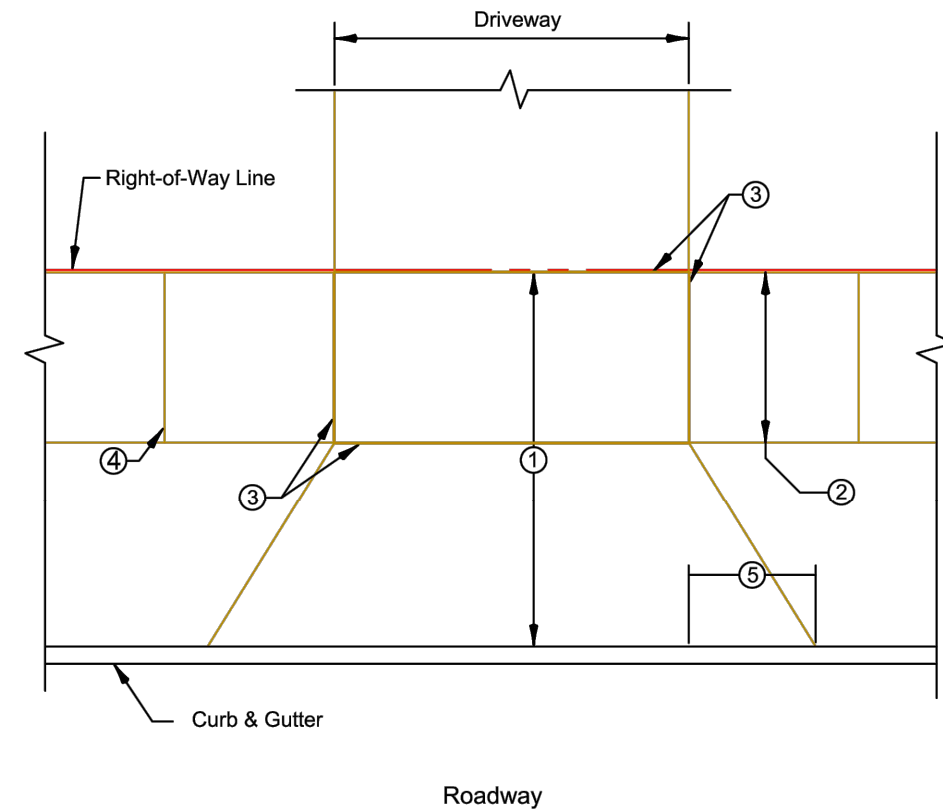
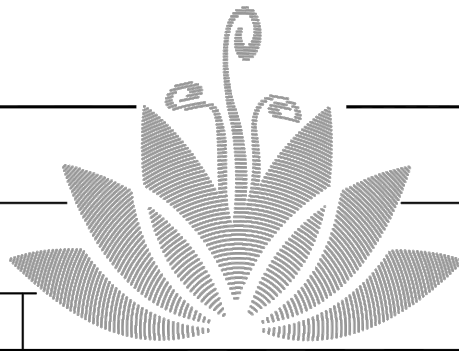
CITY OF OCOCHEE, FLORIDA TRANSMISSION MAIN INTERCONNECT TO ORANGE COUNTY UTILITIES' RCW SYSTEM	WRIGHT-PIERCE 407.906.1776 www.wright-pierce.com 601 S LAKE DESTINY ROAD, SUITE 200, MAITLAND, FL 32751	PROJECT NO: 21507 DESIGNED: C.STANLEY CAD COORD: D.METZ CAD: D.METZ CHECKED: B.BOOZ DATE: 08-23-2024 APPROVED: D.DAVIS DATE: 09-10-2024 SUBMISSION: CONTRACT DRAWINGS	NO	REVISIONS	APPD	DATE	
			ADDENDUM 1			DAD	10-24
DRAWING		C-16					



NOTES:

1. Provide temporary pipe supports as required.
2. Do not use galvanized pipe or accessories. Polyethylene pipe can be used with approval by the City.
3. A test of the jumper connection is required at all connections between existing active water mains and proposed new water main improvements.
4. The detail shown is to be used for filling any new water main of any size from existing active water mains and for flushing of new mains up to 8" diameter (2.5 ft or less in length) and for pulling bacteriological samples from any new water main of any size.
5. The jumper connection shall be maintained until after flushing, testing, and disinfection of the new main has been successfully completed, and clearance for use has been given by the Department of Environmental Protection (DEP) and other pertinent agencies has been received.
6. Pipe and fittings used for connection of the new pipe to the existing pipe shall be approved by the City Engineer.
7. Swab or spray the exterior of the main to be tapped and the tapping saddle with 1% Hypochlorite solution.
8. The contractor shall reach out to the City to rent a City Hydrant Meter Assembly.
9. The City Engineer and the City Engineer's representative of the temporary jumper connection and the associated hydrant meter assembly, fittings and valves, etc., shall be the responsibility of the contractor.

DETAIL NO. UT211	CITY OF OCOEE CONSTRUCTION DETAILS	
	Temporary Jumper Connection	
DATE: March 2020		SCALE: N/A



Legend

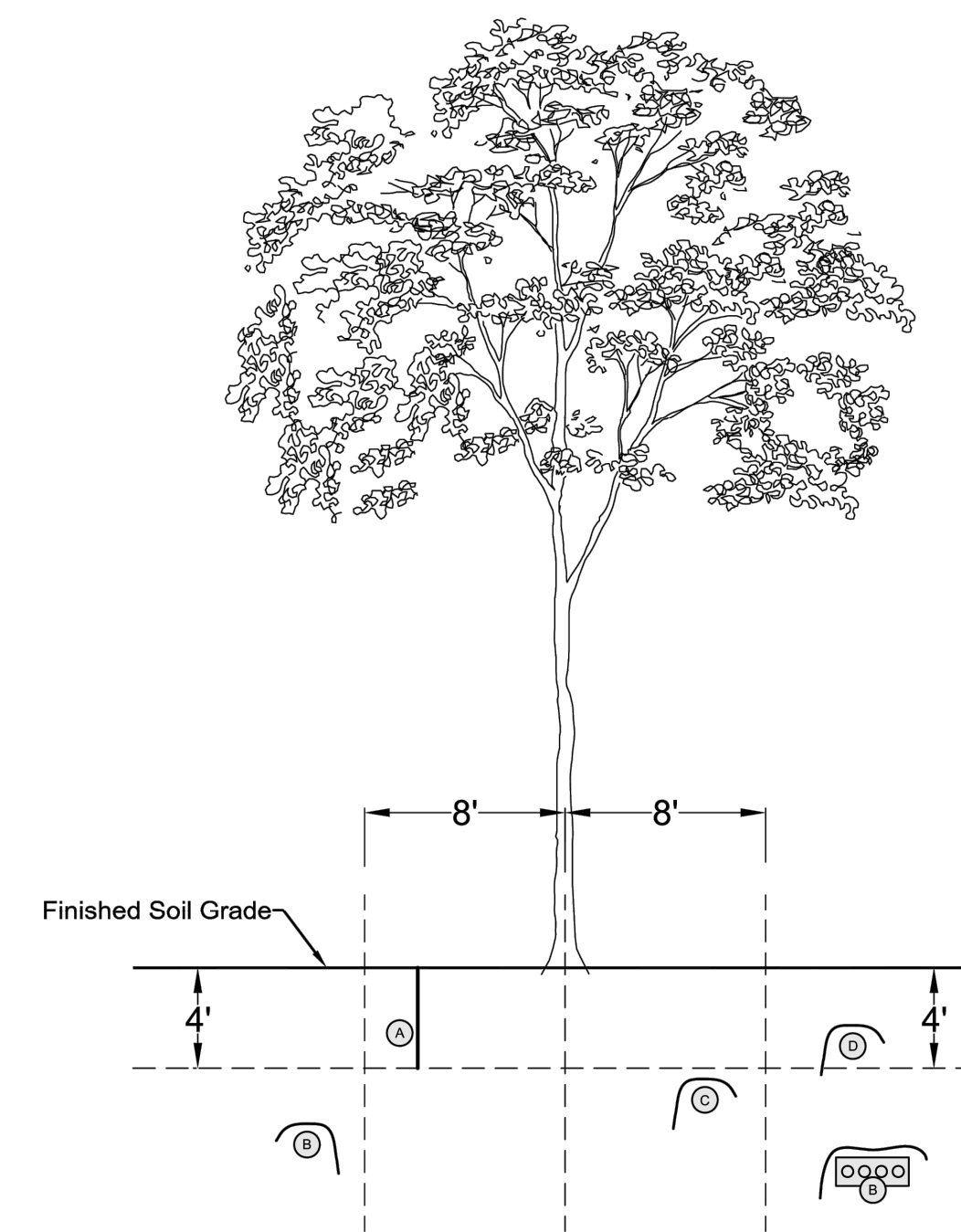
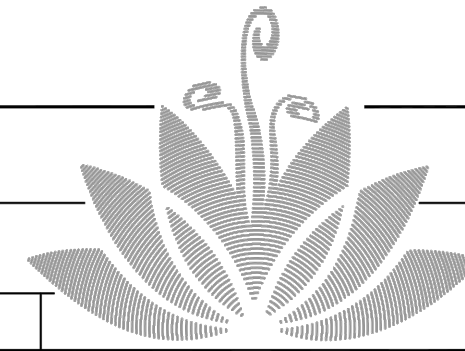
- ① Driveway: approach and sidewalk 6" Thick - $f_c' = 3,000$ psi @ 28 days, fiber reinforced concrete
- ② Sidewalk: 4" Thick - $f_c' = 3,000$ psi @ 28 days
- ③ Expansion Joint: bituminous fiber board material 1/2" thick and full depth
- ④ Construction Joint: tooled, dummy or sawed (1" depth minimum, spacing equal width of sidewalk)
- ⑤ Approach Transition: Flair Curb shall be dropped if not mountable

Notes:

Curb shall be dropped through driveway with 3' transitions each end of driveway for non-mountable curb.

All wooden stakes used in form work if left in place, shall have 2" or more of concrete cover.

DETAIL NO. PW003	CITY OF OCOEE CONSTRUCTION DETAILS	
	Driveway Approach	
DATE: July 2022		SCALE: N/A



ROOT BARRIER

NTS

UTILITY LOCATION =

- (A) < 8' (2.9m) away from an adjacent tree +
< 4' (1.2m) deep
= DeepRoot Tree Root Barrier (UB 48-2)
- (B) > 8' (2.9m) away from an adjacent tree +
> 4' (1.2m) deep
= DeepRoot Geomembrane
- (C) < 8' (2.9m) away from an adjacent tree +
> 4' (1.2m) deep
= DeepRoot Geomembrane
- (D) > 8' (2.9m) away from an adjacent tree =
= DeepRoot Geomembrane

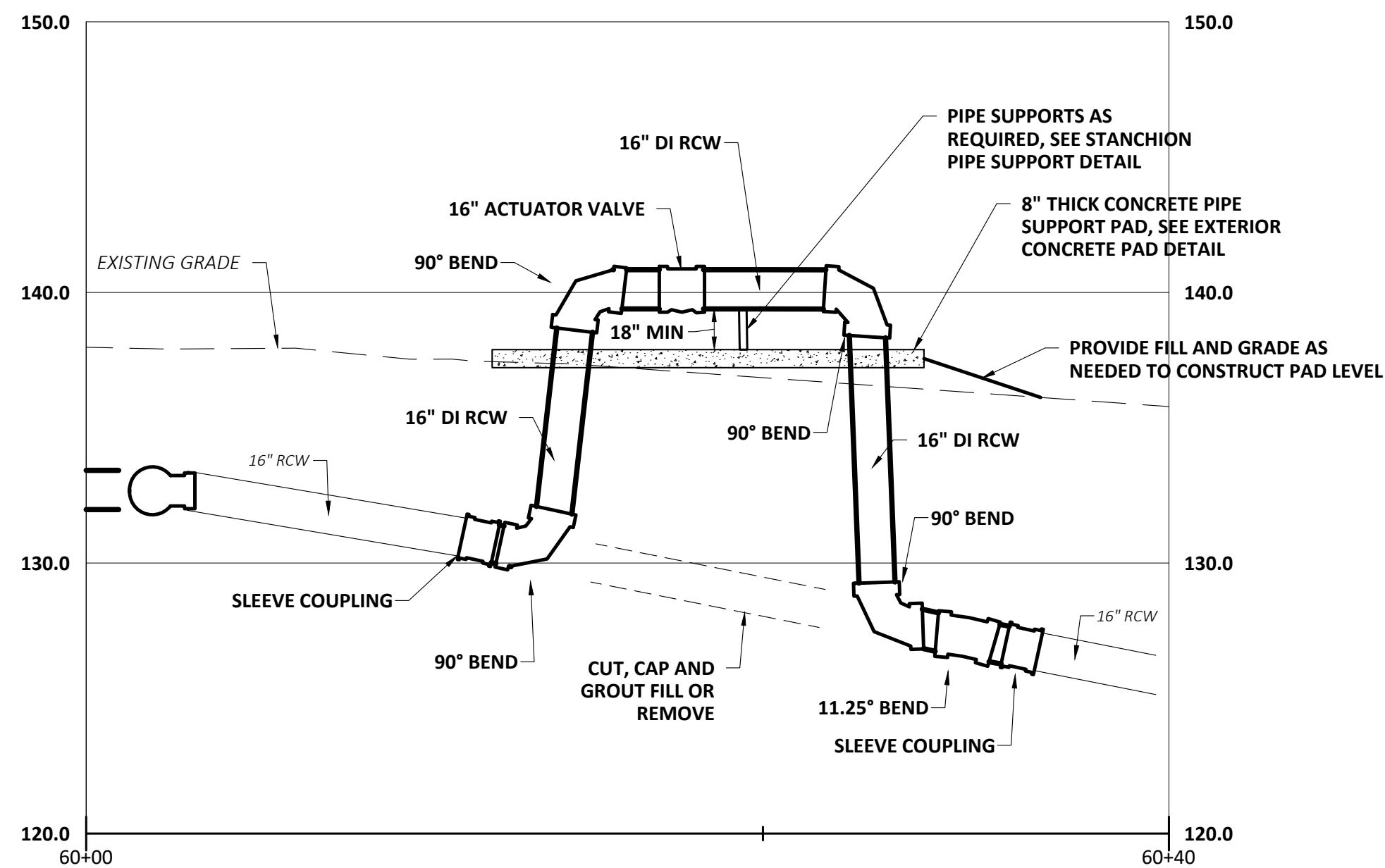
RULES OF THUMB:

- * For any utility barrier method, install barrier as close to utility as is feasible.

- * When adjacent to pavement, install Root Barrier as close to pavement edge as is feasible.

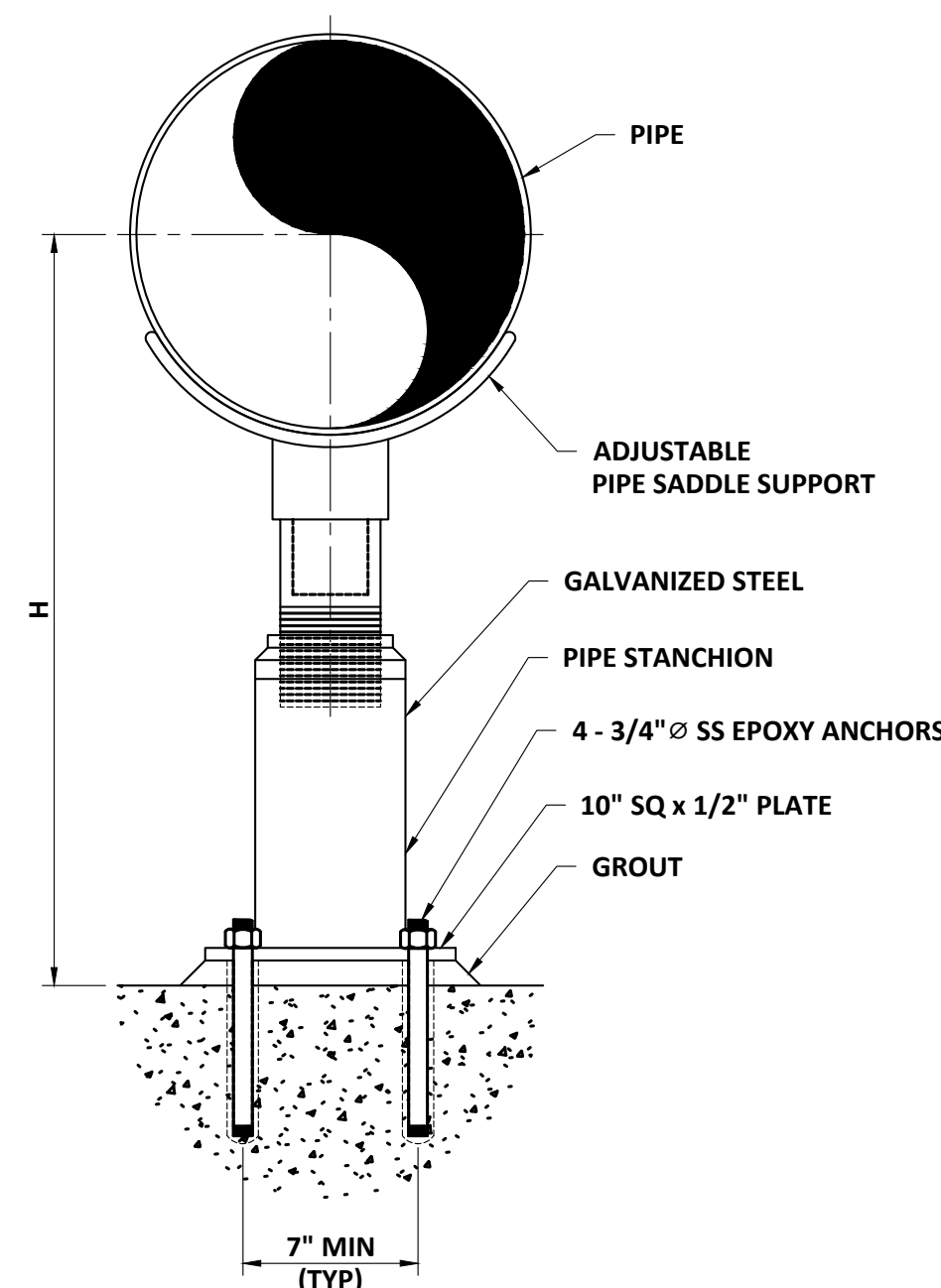
- * If the utility will be exposed during construction, and will be beneath pavement, use the Geomembrane.

- * If the utility will not be exposed during construction, install Root Barrier at edge of pavement.



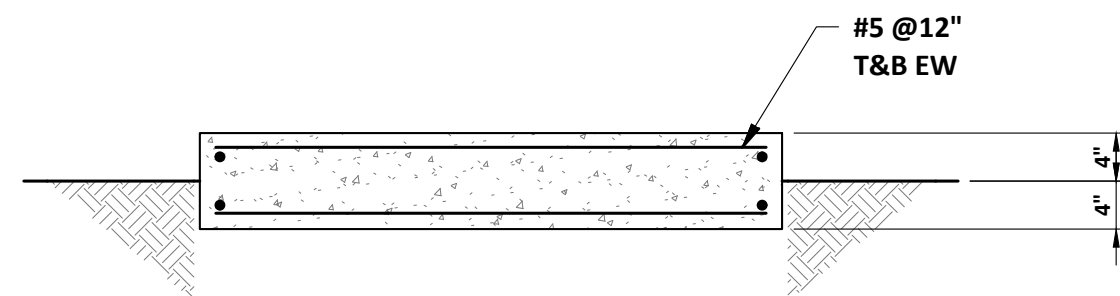
ACTUATOR VALVE IN RECLAIMED WATER MAIN

SCALE: 1"=5'



STANCHION PIPE SUPPORT

NTS

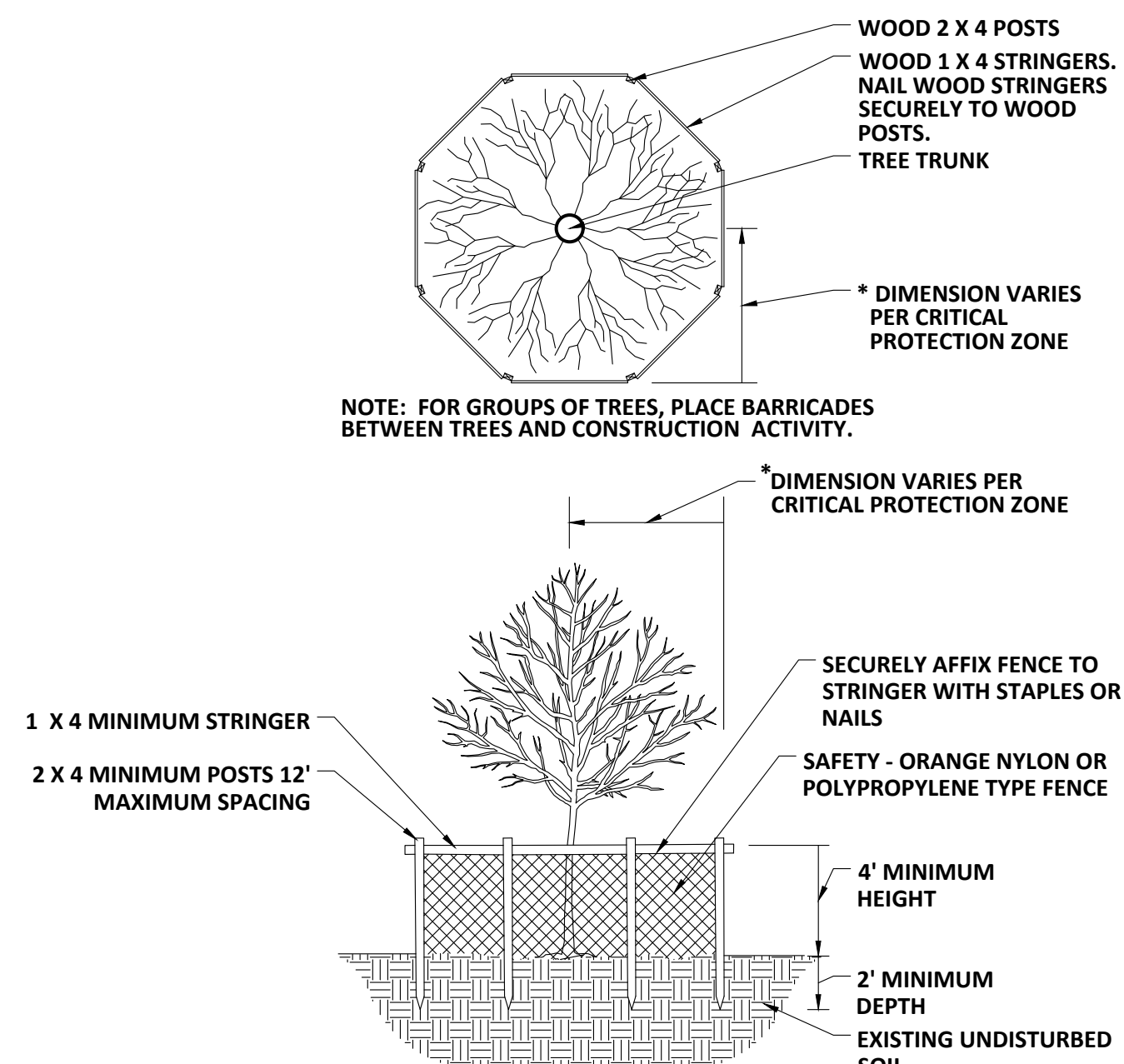


EXTERIOR CONCRETE PAD

SCALE: NTS

NOTES:

1. THE OWNER'S GEOTECHNICAL REPRESENTATIVE SHALL INSPECT SUBSOILS.
2. COMPACT BASE SOIL WITHIN 1 FOOT OF THE BOTTOM OF CONCRETE SLAB TO 98% MODIFIED PROCTOR MAXIMUM DRY DENSITY (MPMDD) PER ASTM D-1557
3. PROVIDE 8" THICK PAD W/ #5@12" TRANSVERSE AND 3-5 LONGITUDINAL (UNO), WITH 2" CLEAR COVER TOP.
4. PROVIDE INDIVIDUAL BARS TO TERMINATE TWO LONGITUDINAL BARS 2' FROM JOINTS AND PROVIDE 1" DEEP TEOLED JOINTS - OR 1" DEEP SAWCUT JOINTS WITH EARLY ENTRY DRY-CUT SAW AS SOON AS POSSIBLE AFTER SLAB PLACEMENT (USUALLY 1 TO 4 HOURS AFTER PLACEMENT IN WARM WEATHER).



TREE PROTECTION BARRICADE

SCALE: NTS

CITY OF OCOCHEE, FLORIDA TRANSMISSION MAIN INTERCONNECT TO ORANGE COUNTY UTILITIES' RCW SYSTEM	WRIGHT-PIERCE 407.906.1776 www.wright-pierce.com 601 S LAKE DESTINY ROAD, SUITE 290, MAITLAND, FL 32751		PROJECT NO: 21507 DESIGNED: A.STEWART/K.BOHONAN CAD COORD: D.METZ CAD: D.METZ CHECKED: B.BOOZ DATE: 08-23-2024 APPROVED: D.DAVIS DATE: 09-10-2024 SUBMISSION: CONTRACT DRAWINGS	NO	REVISIONS	APPD	DATE
				ADDENDUM 1			
DRAWING		C-22					
DETAILS IV							

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

October 31, 2024

ADDENDUM NO. ONE (2)
CITY OF OCOEE
ITB #25-001 Transmission Main Interconnect to Orange County
Utilities RCW System ARPA Project

This addendum shall modify and become a part of the original ITB Documents for ITB #25-001. This addendum consists of nine (9) pages, including attachments. Bidders should acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

Answers to questions received and/or Amendments to the ITB Documents are as follows

1. Questions / Answers

Q1. Please confirm if there is a minority participation requirement and if so, what is the required percentage?

A1. The City does not have an MBE participation program. However, when possible to ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered, the Contractor should comply with Section 710; Paragraph 18.06.

Q2. Please advise whether or not this project has any domestic material requirements, such as the American Iron and Steel (AIS) or Build America, Buy America (BABA) provisions.

A2. American Iron and Steel (AIS) and Build America, Buy America (BABA) provisions do not apply to ARPA funded projects; however Domestic Preference applies (See p.11 of Section 500), and entities should attempt to achieve the items in the provision.

Q3. Please advise whether or not a Field Office is required for this Project.

A3. A field office will not be required for this project.

Q4. Please confirm that the City will reimburse the Contractor for any required permit fees such as Building permit, Electrical permit, ROW permit, etc.

A4. The City will not require any Building or ROW permits from this project. The City has been approved for a ROW permit from Orange County but the Contractor will be responsible for the MOT and ROW permit issuance for Orange County as stated in Article 30.2 of Section 00100.

Q5. Measurement and Payment provisions for Bid Item No. 10 “Furnish and Install 16” PVC Reclaimed Water Main via open cut” indicates that this item includes pavement restoration. Please confirm that all asphalt road restoration work required for the project is to be measured and paid for under Bid Item No. 6 “Asphalt Removal and Replacement”.

A5. All pavement restoration shall be measured and paid for in the Item No. 6 Asphalt Removal and Replacement. Please note that we have provided a revised Specification Section 01150 – Measurement and Payment (See Addendum 1) which further clarifies this pay item.

Q6. Measurement and Payment provisions for Bid Item No. 6 ““Asphalt Removal and Replacement” refers to curbs and gutters. Please confirm that all curb and curb/gutter restoration work required for the project is to be measured and paid for under Bid Item No. 7 “Concrete Work”.

A6. Curbs and Gutters should be measured under Bid Item No. 7. Please note that we have provided a revised Specification Section 01150 – Measurement and Payment (See Addendum 1) which further clarifies this pay item.

Q7. Measurement and Payment provisions for Bid Item No. 7 “Concrete Work” refers to milling and paving. Please confirm that all milling and paving work required for the project is to be measured and paid for under Bid Item No. 6 “Asphalt Removal and Replacement”.

A7. All Milling and paving should be measured under Bid Item No. 6. Please note that we have provided a revised Specification Section 01150 – Measurement and Payment (See Addendum 1) which further clarifies this pay item.

Q8. Please confirm that the trees that need to be removed for the installation of the pipeline don’t need to be replaced.

A8. Trees to be removed on the plans will not be required to be replaced.

Q9. Drawing C11 shows a connection to an existing 16” Reclaimed Water Main. Please clarify whether the City will shut down the existing Reclaimed Water Main to facilitate the connection or if line stops will be required. If line stops are necessary, please provide information and details on the number of line stops , any required bypass piping , existing pipe restraint requirements, and any other relevant information.

A9. The City will isolate the valves necessary for the connection of the 16” Reclaimed Water Main.

Q10. Please provide the material type of the existing 16” Reclaimed Water Main shown on Drawing C11 as to be connected by the proposed 16” PVC reclaimed Water Main.

A10. The existing 16” Reclaimed Water Main is PVC.

Q11. Please advise of any restraint requirements for the existing 16" Reclaimed Water Main shown on Drawing C11 as to be connected by the proposed 16" PVC reclaimed Water Main.

A11. If post restraints are required, restraints shall follow the restraint table on Sheet C-20.

Q12. Drawing C18 shows a connection to an existing 12" Water Main. Please clarify whether the City will shut down the existing Water Main to facilitate the connection or if line stops will be required. If line stops are necessary, please provide information and details on the number of line stops, any required bypass piping, existing pipe restraint requirements, and any other relevant information.

A12. The City will isolate the valves necessary for the connection of the 12" Water Main.

Q13. Please advise whether or not there are any known contaminated areas within the project site.

A13. To the City's knowledge there are no contaminated areas but line item #5 in the bid tab is for unsuitable material.

Q14. Please provide a copy of all the permits obtained by the City for this project.

A14. The approval from Orange County for the ROW permit and Permit #0122422-246-DSGP from FDEP will be attached as a pdf.

Q15. Please advise what is the anticipated NTP timeframe.

A15. Due to the deadline of the ARPA Funding, the City plans to issue a Notice to Proceed by the end of 2024.

Q16. Reference Drawing 1, Figure A124 "Standard Roadway Open Cut Detail" indicates "FINAL ASPHALT MIN 2" OR MATCH EXISTING (WHICHEVER IS GREATER)". The Geotechnical Report included in the Bid Documents does not provide information on the thickness of the existing asphalt. As a result, bidders have no way of determining the current asphalt thickness. To ensure fairness and consistency among all bidders, please specify the asphalt thickness that should be used for bidding purposes.

A16. For bidding purposes use 2". The successful Contractor will be responsible to confirm with Orange County for Lake Meadow Road thickness.

Q17. Please provide a copy of attendance list for the Pre-Bid Meeting for this project.

A17. A copy of the Sign-In Sheet will be attached to this addendum.

(Remainder of page intentionally left blank)

2. Amendments to Addendum No. 1

Q11. For Item 6, please provide the thickness of the asphalt required.

A11. Minimum asphalt thickness shall be 2” on Lauren Beth.

Alexis Chentouf

Alexis Chentouf
Purchasing Technician

cc: Jen Bolling, Utilities Director

Attachments:

FDEP Water Permit

Pre-Bid Sign-In Sheet



FLORIDA DEPARTMENT OF Environmental Protection

CENTRAL DISTRICT OFFICE
3319 MAGUIRE BLVD, SUITE 232
ORLANDO FLORIDA 32803

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

Notification of Acceptance of Use of a General Permit

Permittee:

T’Jean Tomlinson,
Engineering Manager
City of Ocoee
1800 A.D. Mims Road
Ocoee, FL 34761
ttomlinson@occoee.org

Permit Number: 0122422-246-DSGP

Issue date: October 29, 2024

Expiration Date: October 28, 2029

County: Orange

Project Name: Transmission Main Interconnect to
Orange County Utilities Water Main

Water Supplier: City of Ocoee

PWS ID: 3480204

PWS Type: Community

Dear Mr. Tomlinson:

On October 28, 2024, the Florida Department of Environmental Protection received a “*Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs*” [DEP Form No. [62-555.900\(7\)](#)], under the provisions of Rule [62-4.530](#) and Chapter [62-555](#), Florida Administrative Code (F.A.C.). The proposed project includes the construction of approximately 980 linear feet (LF) of 14-inch PE 4710 water main, 2,900 LF of 12-inch DIP water main, and (8) fire hydrant assemblies with associated valves, fittings, and appurtenances to provide looping for existing system. The project is located along Lauren Beth Avenue and Lake Meadow Road in Ocoee, Florida.

Based upon the submitted Notice and accompanying documentation, this correspondence is being sent to advise that the Department does not object to the use of such general permit at this time. Please be advised that the permittee is required to abide by Rule [62-555.405, F.A.C.](#), all applicable rules in Chapters [62-4](#), [62-550](#), [62-555](#), F.A.C., and the General Conditions for All General Drinking Water Permits (found in [62-4.540, F.A.C.](#)).

The permittee shall comply with all sampling requirements specific to this project. These requirements are attached for review and implementation.

Pursuant to Rule [62-555.345, F.A.C.](#), the permittee shall submit a certification of construction completion [DEP Form No. [62-555.900\(9\)](#)] to the Department and obtain approval, or clearance, from the Department before placing any water main extension constructed under this general permit into operation for any purpose other than disinfection or testing for leaks.

Within 30 days after the sale or legal transfer of ownership of the permitted project that has not been cleared for service in total by the Department, both the permittee and the proposed permittee shall sign and submit an application for transfer of the permit using Form [62-](#)

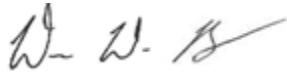
Permittee:
City of Ocoee
T’Jean Tomlinson, Engineering Manager
Page 2 of 4

DEP File No.:
0122422-246-DSGP
October 29, 2024

[555.900\(8\), F.A.C.](#), with the appropriate fee. The permitted construction is not authorized past the 30-day period unless the permit has been transferred.

This permit will expire five years from the date of issuance. If the project has been started and not completed by that time, a new permit must be obtained before the expiration date in order to continue work on the project, per Rule [62-4.030, F.A.C.](#)

Sincerely,



Drake D. Brown
Engineering Specialist III
Permitting and Waste Cleanup

cc: Dennis Davis, P.E., Wright-Pierce Inc. [dennis.davis@wright-pierce.com]
Allison Chancy, Drake Brown, FDEP

CLEARANCE REQUIREMENTS

Requirements for clearance upon completion of projects are as follows:

1) Clearance Form

Submission of a fully completed Department of Environmental Protection (DEP) Form [62-555.900\(9\)](#) *Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components into Operation* and a copy of this general permit notification.

2) Record Drawings, if deviations were made

Submission of the portion of record drawings showing deviations from the DEP construction permit, including preliminary design report or drawings and specifications, if there are any deviations from said permit (Note that it is necessary to submit a copy of only the portion of record drawings showing deviations and not a complete set of record drawings.).

3) Bacteriological Results

Copies of satisfactory bacteriological analysis (a.k.a. Main Clearance), taken within sixty (60) days of completion of construction, from locations within the distribution system or water main extension to be cleared, in accordance with Rules [62-555.315\(6\)](#), [62-555.340](#), and [62-555.330](#), F.A.C. and American Water Works Association (AWWA) Standard C 651-92, as follows:

- a. The proposed main at all points of connection to the existing main.
- b. At all terminal ends of the proposed water mains.
- c. On straight run of pipes between two isolation valves. The maximum interval between two sampling locations shall be 1,200 ft. Per AWWA C651, no hydrants shall be used for sampling.
- d. Beginning and end of lines for each segment to be partially completed.

Each location shall be sampled on two consecutive days, with sample points and chlorine residual readings clearly indicated on the report. **A sketch or description of all bacteriological sampling locations must also be provided.**

Please submit the entire clearance document package in electronic format to

DEP_CD@dep.state.fl.us. If the file is very large, you may post it to the Water Electronic Submittal folder on the Central District’s ftp site at:

ftp://ftp.dep.state.fl.us/pub/incoming/Central_District/Water%20Electronic%20Applications.

After posting the document, send an e-mail to DEP_CD@dep.state.fl.us, alerting us that it has been posted.

Any submitted drawings (should be sized 11” x 17”) and the engineer of record’s signed seal and dates on the required document must be legible for acceptance.

Forms: <http://www.dep.state.fl.us/water/drinkingwater/forms.htm>

Permittee:
City of Ocoee
T’Jean Tomlinson, Engineering Manager
Page 4 of 4

DEP File No.:
0122422-246-DSGP
October 29, 2024

For further clarification contact: Drake Brown
3319 Maguire Blvd, Suite 232
Orlando, Florida 32803-3767
(407) 897-4342



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

November 4, 2024

ADDENDUM NO. ONE (3)
CITY OF OCOEE
ITB #25-001 Transmission Main Interconnect to Orange County
Utilities RCW System ARPA Project

This addendum shall modify and become a part of the original ITB Documents for ITB #25-001. This addendum consists of one (1) page, including attachments. Bidders should acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

Answers to questions received and/or Amendments to the ITB Documents are as follows

1. Questions / Answers

Q1. Plans and Spec book call for the 16in reclaim water main to be a 2in arv, but the Details from the city of Ocoee say for this to be a 3in. Plans have the ARV size table edited out. If a 3in is used we will need to know what you want to be used for in lieu of the corp stop. Currently there are no 3in corp stops being made.

A1. For bidding purposes, please refer to the plans and technical specifications.

Alexis Chentouf

Alexis Chentouf
Purchasing Technician

cc: Jen Bolling, Utilities Director

CITY OF OCOEE, FLORIDA

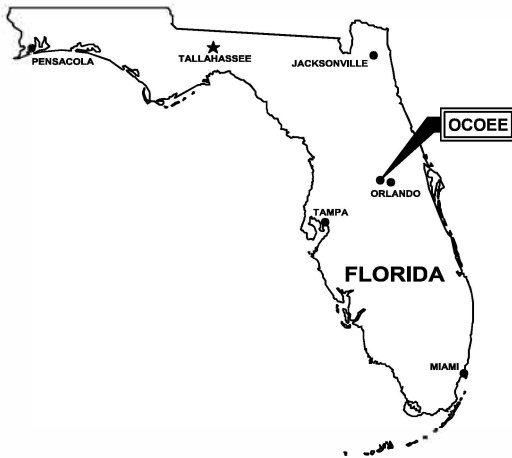
CONTRACT DRAWINGS FOR

TRANSMISSION MAIN INTERCONNECT TO

ORANGE COUNTY UTILITIES RCW SYSTEM

AND WATER MAIN

SEPTEMBER 2024



DRAWING INDEX

GENERAL

— COVER SHEET

CIVIL

- C-1 GENERAL NOTES, LEGEND AND ABBREVIATIONS
- C-2 KEY PLAN
- C-3 RECLAIMED WATER MAIN - PLAN AND PROFILE STA 14+00 TO STA 16+00
- C-4 RECLAIMED WATER MAIN - PLAN AND PROFILE STA 16+00 TO STA 22+00
- C-5 RECLAIMED WATER MAIN - PLAN AND PROFILE STA 22+00 TO STA 28+00
- C-6 RECLAIMED WATER MAIN - PLAN AND PROFILE STA 28+00 TO STA 34+00
- C-7 RECLAIMED WATER MAIN - PLAN AND PROFILE STA 34+00 TO STA 40+00
- C-8 RECLAIMED WATER MAIN - PLAN AND PROFILE STA 40+00 TO STA 46+00
- C-9 RECLAIMED WATER MAIN - PLAN AND PROFILE STA 46+00 TO STA 52+00
- C-10 RECLAIMED WATER MAIN - PLAN AND PROFILE STA 52+00 TO STA 58+00
- C-11 RECLAIMED WATER MAIN - PLAN AND PROFILE STA 58+00 TO STA 60+00
- C-12 WATER MAIN - PLAN AND PROFILE STA 22+00 TO STA 28+00
- C-13 WATER MAIN - PLAN AND PROFILE STA 28+00 TO STA 34+00
- C-14 WATER MAIN - PLAN AND PROFILE STA 34+00 TO STA 40+00
- C-15 WATER MAIN - PLAN AND PROFILE STA 40+00 TO STA 46+00
- C-16 WATER MAIN - PLAN AND PROFILE STA 46+00 TO STA 52+00
- C-17 WATER MAIN - PLAN AND PROFILE STA 52+00 TO STA 58+00
- C-18 WATER MAIN - PLAN AND PROFILE STA 58+00 TO STA 63+75
- C-19 DETAILS I
- C-20 DETAILS II
- C-21 DETAILS III
- C-22 DETAILS IV
- C-23 STORMWATER POLLUTION PREVENTION NOTE S I
- C-24 STORMWATER POLLUTION PREVENTION NOTE S II
- C-25 STORMWATER POLLUTION PREVENTION DETAILS
- C-26 SEPARATION TABLE AND ELECTRICAL SCHEDULES



LOCATION PLAN
SCALE: 1"=15,000'

MAYOR: RUSTY JOHNSON
PHONE: 407-554-7110
EMAIL: RJOHNSON@OCOEE.ORG

COMMISSIONER: GEORGE OLIVER III
PHONE: 407-905-3100
EMAIL: GOLIVER@OCOEE.ORG

CITY MANAGER (ACTING): CRAIG SHADRIX
PHONE: 407-905-3100
EMAIL: CRAIG.SHADRIX@OCOEE.ORG

ASSISTANT CITY MANAGER (ACTING): MICHAEL RUMER
PHONE: 407-905-3100
EMAIL: MRUMER@OCOEE.ORG



WRIGHT-PIERCE 
Engineering a Better Environment

407.906.1776 | www.wright-pierce.com

WP PROJECT No. 21507



Meeting Date: November 19, 2024
Item #: 10

Contact Name: Joyce Tolbert, Olena Stokych
Contact Number: Ext. 1516, Ext. 1521

Department Director: Rebecca Roberts
City Manager: Craig Shadrix

Subject: Approval of One (1) Year Extension of the existing Continuing Contracts for RFP #19-011 Emergency-Disaster Debris Monitoring Services. (Procurement Manager Tolbert)

Background Summary:

The City of Ocoee (the City) entered into a five-year term contract on December 3, 2019, with Thompson Consulting Services, LLC as the primary firm, and True North Emergency Management, LLC as the alternate/secondary firm, for RFP #19-011 Emergency-Disaster Debris Monitoring Services. This contract is for ensuring accurate FEMA documentation and paperwork for reimbursement, and not for the actual debris removal.

The term on the existing contracts expires on December 2, 2024. However, the contract allows the City the option of extending the term an additional one (1) year. A new Solicitation for Emergency-Disaster Debris Monitoring Services will be advertised early in the coming year; execution of contracts for the new RFP will supersede and cause early termination of the current contracts.

Issue:

Should the Honorable Mayor and City Commissioners extend the term of RFP 19-011 Emergency-Disaster Debris Monitoring Services contracts for an additional one (1) year?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners:

1. Approve the one (1) year extension for RFP 19-011 Emergency-Disaster Debris Monitoring Services for the existing term contracts with Thompson Consulting Services, LLC and True North Emergency Management, LLC.
2. Authorize the Mayor, City Clerk, and staff to execute all necessary contract documents with these two (2) firms.
3. Authorize the City Manager to approve change orders to these contracts up to the limit of his purchasing authority for each change order.

Attachments:

1. RFP #19-011 Contract Thompson Consulting Services, LLC
2. RFP #19-011 Contract True North Emergency Management, LLC

Financial Impacts:

This is a pre-event contract that would only be activated upon a disaster or emergency.

Type of Item: Consent

TERM CONTRACT FOR

EMERGENCY-DISASTER DEBRIS MONITORING SERVICES RFP #19-011

THIS AGREEMENT is made this 3rd day of, December, 2019, by and between the **CITY OF OCOEE**, a Florida municipal corporation, 150 North Lakeshore Drive, Ocoee, Florida 34761 (hereinafter referred to as the "City") and **THOMPSON CONSULTING SERVICES, LLC**, a Delaware limited liability company, 1135 Townpark Avenue, Suite 2101, Lake Mary, Florida 32746 (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the City solicited proposals to perform certain city wide emergency debris monitoring services as set forth in RFP #19-011 and its Exhibits to include all federal requirements, a complete copy of which is attached hereto as **Exhibit "1"** and by this reference made a part hereof (the "RFP");

WHEREAS, the City has made an award to the Contractor to perform city wide emergency debris monitoring services pursuant to the RFP; and

WHEREAS, the Contractor is capable of performing the Work and agrees to perform the Work pursuant to the terms of this Agreement, and for the prices and rates specified in the Contractor's response to the RFP, a copy of which is attached hereto as **Exhibit "2"** and by this reference made a part hereof (the "Proposal").

NOW THEREFORE, in consideration of the premises and other good and valuable considerations exchanged between the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties hereto incorporate by reference the above recitals and agree as follows:

Recitals; Definitions. The above recitals are true and correct and incorporated herein by this reference. All capitalized terms not otherwise defined herein shall be as defined or described in the RFP, unless otherwise indicated.

Scope of Work. The Contractor shall provide the services and materials as specified in the RFP (the "Work"). The Contractor shall furnish all materials, tools, equipment, manpower, and consumables to complete the Work. In the event Contractor declines the work after the issuance of a Notice to Proceed by the City, Contractor shall provide the City with a formal declaration of work refusal.

Term of Agreement. This Agreement shall be for a period of three (3) years with two (2) separate automatic one (1) year renewal terms, each of which shall automatically commence on the anniversary of the Effective Date unless the City exercises its sole option not to proceed with the renewal term. The City, at its sole discretion, may refuse to exercise the renewal options by providing written notice of same to Contractor not later than thirty (30) days before the expiration of a term. The City shall have the option of extending the term an additional one (1) year after completion of the renewal terms. The commencement date of this Agreement shall be the date this Agreement is executed by the City (the "Effective Date").

Compensation. Contractor agrees to perform the Work for the rates and prices specified in the Proposal. The amounts as specified in the Proposal 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. Prices may be adjusted in subsequent years only pursuant to the RFP and this Agreement. Adjustments not otherwise provided for in the RFP and this Agreement will only be permitted solely at the discretion of the City.

Payment. Payments made by the City to the Contractor shall be deemed to fully compensate the Contractor for all labor, supervision, administration, material, fuel, mobilization, collection and disposal of debris, and equipment rental incurred, expended or performed by the Contractor. Invoices shall be submitted by the Contractor to the City at the end of each authorization or on a monthly basis. All invoices shall be payable in accordance with the procedures set forth in the RFP. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor. **NOTE: ALL INVOICES MUST CLEARLY INDICATE: CITY AGREEMENT #RFP 19-011 EMERGENCY DEBRIS MONITORING SERVICES TERM CONTRACT.**

Contractors Officers and Employees.

Contractor's Officer(s): The Contractor shall assign a qualified person or persons to be in charge of the operations within the City and shall provide the name(s) of such person(s) and related contact information to the City. Information regarding the person's experience and qualifications shall also be furnished. Supervisory employees must be available for consultation with City staff within a reasonable and practicable time after notification of a request for such consultation. The supervisor(s) shall operate a vehicle which provides mobile communication for immediate contact with City staff.

Conduct of Employees: The Contractor shall see to it that its employees serve the public in a courteous, helpful, and impartial manner. Contractor's collection employees will be required to follow the regular walk for pedestrians while on private property. No trespassing by employees will be permitted, nor crossing property of neighboring premises unless residents or owners of both such properties shall have given permission. Care shall be taken to prevent damage to property including cans, carts, racks, trees, shrubs, flowers, and other plants.

Employee Uniform Regulations: During working hours, the Contractor's collection employees shall wear a uniform or shirt bearing the company's name. Lettering stitched on or identifying patches permanently attached to uniform shirts and jackets will be acceptable. The Contractor shall keep a record of employees' names and numbers assigned.

Driver's License: Each vehicle operator shall, at all times, carry a valid Florida driver's license for the type of vehicle that is being driven.

Patents and Copyrights. The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought

against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

Termination for Cause. If Contractor fails or neglects to perform a material obligation under this Agreement the City shall provide written notice to the Contractor that the Contractor is in default and that City intends to terminate this Agreement if the default(s) are not cured. If the Contractor fails to cure the default(s) or, if such default(s) cannot practicably be cured within five (5) days and Contractor fails to diligently commence to correct the default(s), then the City may, without prejudice to any other remedy, cure such default(s) and/or rectify such deficiencies and charge the Contractor the reasonable cost thereof; or, at the City's option, may terminate this Agreement. In the event of such termination for cause the Contractor shall turn over to the City all documents, materials, plans, specifications, manuals, records, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other things or electronic data that relate to or concern the work performed by the Contractor under this Agreement. If it is later determined that the City's termination for cause under this Agreement was improper or not justified, then the parties agree that the termination of the Contractor shall be deemed and treated as a termination for convenience and, the Contractor's sole and exclusive remedy shall be to receive compensation in the same manner as prescribed for a termination for convenience.

Termination for Convenience. The City may terminate this Agreement at any time solely for its convenience by providing the Contractor with thirty (30) days written notice. In the event of such a termination by the City for convenience, the City shall be shall pay for all Work properly performed prior to the effective date of the termination and for all materials, supplies and services, which were reasonably utilized to perform the Work through the effective date of the termination for convenience and other normal and reasonable costs incurred by the Contractor that are caused by or reasonably arise out of the termination for convenience.

Warranty. The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed; be free from all faults, defects or errors; and be of the highest quality. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from expiration date of this Agreement, the Contractor shall, at the City's option, either redo such portions of the Work to correct such fault, defect or error, at no additional cost to the City; or refund to the City the amount paid by the City which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for obtaining another Contractor to redo the Work.

ALL MATERIALS AND SERVICES PROVIDED BY THE CONTRACTOR, SHALL BE MERCHANTABLE AND FIT FOR THE PURPOSES INTENDED.

THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

Time of Completion. Time is of the essence in the performance of this Agreement. All Work shall be performed regularly, diligently, and uninterrupted within the times and in accordance with the specified schedule provided by the City. The City shall provide Contractor with a reasonable extension of time for any delay caused by acts of God, fire, flood, hurricanes, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances not subject to the Contractor's control which prevent or hinder the performance of the Contractor.

Indemnification. To the fullest extent provided by law, Contractor shall indemnify, defend and hold harmless the City and all of its officers, agents and employees from all claims, loss, damage, cost, charges or expense including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor, its agents, employees, or subcontractors during the performance of the Agreement. The City shall use its best efforts to promptly notify the Contractor in writing of any Claims and shall provide the Contractor with information regarding the Claims as the Contractor may reasonably request, but the failure to give such notice or provide such information shall not diminish the obligations of the Contractor under this Section.

Correction of Work. The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work. In the event that Contractor fails to timely correct the Work, then the City, at its sole discretion and without waiving any other rights or remedies under this Agreement, may deduct from any amounts due under this Agreement, the actual cost paid by the City to a third party to perform the Work. If the City performs such work with its own personnel then the City may deduct from any amounts due under this Agreement such amount equal to what the Contractor would have charged for doing the work, plus 110% of such amount.

Right to Audit Records. The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Agreement and by the subcontractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

Information. All information, data, designs, plans, drawings, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

Safety Measures. The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the workers and public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.

Extra Work. The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written Addendum to this Agreement, and shall be executed under the applicable conditions of the Agreement.

Price Adjustments. The contract labor rates shall increase no more than 3% upon renewal of the contract each year. All other provisions of the contract shall remain constant for the life of the contract.

Performance of Agreement.

The Contractor's performance of this Agreement shall be supervised by the Director of Public Works or his or her authorized representative (the "Director"). If at any time during the term of this Agreement, performance is considered unsatisfactory to the Director, the Contractor shall increase the work force, tools, and equipment as needed to properly perform this Agreement. The failure of the Director to give such notification shall not relieve the Contractor of his obligation to perform the Work at the time and in the manner specified by this Agreement.

The Contractor shall furnish the Director with every reasonable opportunity for ascertaining whether or not the Work, as performed, is in accordance with the requirements of this Agreement.

The Director may appoint qualified persons to inspect the Contractor's operation and equipment at any reasonable time and the Contractor shall admit authorized representatives of the City to make such inspections at any reasonable time and place.

Familiarity With The Work. The Contractor by executing this Agreement, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as the Contractor's stated commitment to fulfill all the conditions referred to in this Agreement.

Insurance.

The Contractor, at all times during the term of this Agreement, shall meet the following requirements:

Maintain all insurance coverage required by the RFP or this Agreement.

Maintain any additional coverage required by the City.

Name the City as an additional insured on all liability policies required by this Agreement. When naming the City as an additional insured, the insurance

companies shall agree and will endorse the policies to state that the City will not be liable for the payment of any premiums or assessments.

Make no change or cancellation in insurance without thirty (30) days prior written notice to the City.

File original signed Certificates of Insurance, evidencing such coverage and endorsements as required herein with the City for approval before work is started. The certificate must state the Proposal Number and Title. Upon expiration of the required insurance, the Contractor must submit updated certificates of insurance during the term of this Agreement.

It is understood and agreed that all policies of insurance provided by the Contractor are primary coverage to any insurance or self-insurance the City possesses that may apply to a loss resulting from the work performed under this Agreement.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless provision which shall be a part of the indemnification provided by the contractor under Paragraph 12:

“The Contractor hereby agrees to indemnify and hold harmless the City of Ocoee, its officers, agents, and employees from all claims for bodily injuries to the public in and up to the amount of \$1,000,000 for each occurrence and for all damages to the property of others in and up to the amount of \$1,000,000 for each occurrence per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any such claims or suits arising out of any and all acts or omissions by the Contractor, its agents, servants, or employees, or through the mere existence of the project under contract.”

The foregoing indemnity contract shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the City, its officers, agents, and employees, as determined by a court of competent jurisdiction. The foregoing shall not be construed as a limitation on the liability of the Contractor, but merely as a statement related to insurance coverage with respect to such indemnity. In addition:

The Contractor shall notify its insurance agent without delay of the existence of the indemnification provisions contained within this Agreement, and furnish a copy of this Agreement to the insurance agent and carrier.

The Contractor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City under the indemnity contract from any and all claims arising out of contractual operations.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure and shall be made available to the City upon request to the Contractor. No deductibles will be allowed in any policies issued on this Agreement unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the City.

Compliance by the Contractor with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Contractor of its liabilities and obligations under any section or provision of this Agreement or under applicable law.

Insurance coverage required shall be in force throughout the term of this Agreement. Should the Contractor fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term, the City shall have the right to consider this Agreement breached and declare a default by the Contractor.

If the Contractor does not meet the insurance requirements of this Agreement, alternate insurance coverage, satisfactory to the City, may be considered.

Miscellaneous Provisions.

The City and other authorizing agencies shall have the right to inspect the site, verify quantities and review operations at any time.

The Contractor shall not employ subcontractors without the advance written permission of the City.

Contractor shall not assign this Agreement without the advance written consent of the City.

The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.

The Contractor shall conduct the Work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.

All activity associated with debris operations shall be performed during visible daylight hours only. The Contractor may work daylight hours seven (7) days per week, including holidays.

No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the City.

The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work

under this Agreement.

The Contractor shall at all times, keep the its work areas free from accumulation of waste materials or rubbish caused by its operations, and promptly remove any such materials to an approved disposal location and leave each location where it performs services in a broom clean condition.

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables left on City property by the Contractor.

This Agreement is considered a non-exclusive Agreement between the parties.

This Agreement is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.

As a condition precedent to the filing of any suit or other legal proceeding, the parties shall endeavor to resolve claims, disputes or other matters in question by mediation. A party shall initiate mediation by serving a written request for mediation on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the City shall select the mediator who, if selected solely by the City shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference.

The parties agree that this Agreement was entered into in Orange County, Florida, and that the performance of the parties under this Agreement shall be deemed to be accomplished in Orange County, Florida, and that payment is due in Orange County, Florida, and that the venue for any mediation, collection or enforcement action under this Agreement shall be in Orange County, Florida. The exclusive venue of any litigation or other judicial proceeding between the parties shall be the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida. The laws of the State of Florida shall govern the validity, construction and performance of this Agreement without reference to its conflict of laws provisions.

WAIVER OF JURY TRIAL Contractor hereby voluntarily and intentionally waives the right to a trial by jury in respect to any litigation arising out of, under, or in connection with this Agreement or in connection with any course of conduct, course of dealing, statements (whether verbal or written) or action of either party, whether in connection with this Agreement or otherwise unrelated thereto. This Waiver of Jury Trial shall be binding upon all successors and assigns of the parties hereto.

The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that it is authorized to enter into this Agreement and to execute same on behalf

of the Contractor as the act of the said Contractor.

This Agreement, including Exhibit "1" and Exhibit "2" hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

Compliance with Law. In addition to compliance with the Required Contract Provisions for Federal-Aid Construction Contracts stated in the RFP and the RFP Exhibits and incorporated herein by reference, the Contractor shall coordinate with the City, the Federal Highway Administration (FHWA) and the Federal Emergency Management Agency (FEMA) in the performance and administration of the federal requirements of this contract. Contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives, and FHWA regulations, as amended from time to time.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from this contract.

Accordingly, the services required in this RFP are being solicited in accordance to 2 C.F.R. Section 200.317-326. The Contractor also acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Order of Precedent. In the event of a conflict between the provisions of this Agreement along with the terms of the RFP and its Exhibits, and Federal Code, the more restrictive rule shall prevail.

Severability. If any part, section, subsection, or other portion of this Agreement is declared void, unconstitutional, invalid for any reason, such part, section, subsection or other portion, or the prescribed applications thereof, shall be severable, and the remaining provisions of this Agreement, and all applications thereof not having been declared void, unconstitutional or invalid shall remain in full force and effect. The City and the Contractor declare that no invalid or prescribed provision or application was an inducement at the execution of this Agreement, and that they would have executed this Agreement, regardless of the invalid or prescribed provision or application.

Attorney's Fees. In the event that either party finds it necessary to commence an action against the other party to enforce any provisions of this Agreement or because of a breach by the other party of any of the terms hereof, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, paralegal fees and costs incurred in connection therewith, at both trial and appellate levels, including bankruptcy proceedings and the right to such reasonable attorneys' fees, paralegal fees, and costs shall be deemed to have accrued from the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

Notices. All notices and approvals which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be made or given (i) by certified mail, postage prepaid, return receipt required, (ii) by hand delivery to named individuals representing the party to be notified, or (iii) by private parcel, next day (delivery service). Notices, including notice of a change of address or telephone number, shall be addressed or transmitted to the addressees set forth below, or that a party may otherwise designate in the manner prescribed herein:

As to the City:

City of Ocoee
150 North Lakeshore Drive
Ocoee, Florida 34761
Attention: Finance Dept./Purchasing
Phone: (407) 905-3100

with a copy to:

Director of Public Works
City of Ocoee
150 North Lakeshore Drive
Ocoee, Florida 34761
Attention: Director of Public Works
Phone: (407) 905-3100 ext. 6002

As to Contractor:

Thompson Consulting Services
1135 TOWNPARK Avenue, Suite 2101
LAKE MARY, FL 32746
Attention: Jon Hoyle, President
Phone (407) 792-0018

Notices and approvals given or made as aforesaid shall be deemed to have been given and received on the date of actual receipt.

Entire Agreement: This Agreement embodies and constitutes the entire understandings of the parties with respect to the matters contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged, or terminated except by an instrument, (Change Order/Amendment), in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

Captions: Captions of the section and subsections of this Agreement are for the convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

Public Records Compliance:

The City of Ocoee (City) is a public agency subject to Chapter 119, Florida Statutes. The

Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public record to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3100, EXTENSION 1022, CCDL@ci.ocoe.fl.us, WITH AN OFFICE LOCATED AT 150 NORTH LAKESHORE DRIVE, OCOEE, FLORIDA 34761.

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

Commission Approval: In accordance with the City Commission's November 5, 2019 approval of the award for the term contract for RFP #19-011, Emergency-Disaster Debris Monitoring Services, the contract is awarded to primary contractor, Thompson Consulting Services, LLC, and to True North Emergency Management, LLC as an alternate/secondary term contractor, for the term of the contract as stated herein.

IN WITNESS WHEREOF, Contractor and the City have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Lydia Pena
Witness Print Name: Lydia Pena

Brian A. Gavaner
Witness Print Name: Brian A. Gavaner

**CONTRACTOR: THOMPSON
CONSULTING SERVICES LLC,**
a Delaware limited liability company,

By: [Signature]
Name: John Hoyle
Title: President

(SEAL)



ATTEST:

[Signature]
Melanie Sibbitt, City Clerk

(SEAL)

CITY OF OCOEE, FLORIDA

By: [Signature]
Rusty Johnson, Mayor

**FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND
LEGALITY this 3rd day of Dec.,
2019.**

**APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD
ON November 5, 2019 UNDER AGENDA
ITEM NO. 7**

SHUFFIELD, LOWMAN & WILSON, P.A.

BY: [Signature]
Scott A. Cookson, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2019

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 BXS Insurance P.O. Drawer 228 Biloxi MS 39533	CONTACT NAME: Patty Savage PHONE (A/C, No, Ext): 228-374-2000 E-MAIL ADDRESS: patty.savage@bxsl.com FAX (A/C, No): 228-863-1957
INSURED Thompson Consulting Services, LLC 1135 Townpark Ave, Ste. 2101 Lake Mary FL 32746	INSURER(S) AFFORDING COVERAGE INSURER A: American Casualty Company of Reading, PA INSURER B: Scottsdale Insurance Co INSURER C: National Fire Insurance Co of Hartford INSURER D: Travelers Property Casualty Co of America INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 514224388

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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			VRS0003667	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/POP AGG \$ 5,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			2097385745	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			ZUP16N4019319NF	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	2097385843	1/1/2019	1/1/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab Contractors Pollution Liability			VRS0003667	1/1/2019	1/1/2020	Per claim/Agg \$5 mil/\$10 mil Per claim/Agg \$5 mil/\$10 mil

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

RE: RFP #9-011 Emergency-Disaster Debris Monitoring Services; City of Ocoee, its officers, agents, and employees are named as an additional insured on the General Liability policy and Auto policy and umbrella policy when required by written contract. Insurance is primary and non-contributory when required by written contract. A Waiver of Subrogation is provided on all policies when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Ocoee
150 N. Lakeshore Drive
Ocoee FL 34761

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSURED/WAIVERS

The certificate of Insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2019

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.

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PRODUCER BXS Insurance P.O. Drawer 228 Biloxi MS 39533		CONTACT NAME: Patty Savage PHONE (A/C No. Ext): 228-374-2000 E-MAIL ADDRESS: patty.savage@bksi.com FAX (A/C No): 228-863-1957		
INSURED Thompson Consulting Services, LLC 1135 Townpark Ave, Ste. 2101 Lake Mary FL 32746 THOMINC-03		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: American Casualty Company of Reading, PA		20427
		INSURER B: Scottsdale Insurance Co		41297
		INSURER C: National Fire Insurance Co of Hartford		20478
		INSURER D: Travelers Property Casualty Co of America		25674
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER: 514224388

REVISION NUMBER:

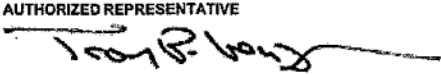
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		VRS0003667	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		2097385745	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		ZUP16N4019319NF	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N N/A		2097385843	1/1/2019	1/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab Contractors Pollution Liability		VRS0003667	1/1/2019	1/1/2020	Per claim/Agg \$5 mil/\$10 mil Per claim/Agg \$5 mil/\$10 mil

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

RE: RFP # 9-011 Emergency-Disaster Debris Monitoring Services; City of Ocoee, its officers, agents, and employees are named as an additional insured on the General Liability policy and Auto policy and umbrella policy when required by written contract. Insurance is primary and non-contributory when required by written contract. A Waiver of Subrogation is provided on all policies when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Ocoee 150 N. Lakeshore Drive Ocoee FL 34761	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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1/28/2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/31/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Cadence Insurance, a Gallagher Company 760 Howard Avenue, 2nd floor Biloxi MS 39530		CONTACT NAME: Patty Savage PHONE (A/C, No, Ext): 8002770856 E-MAIL ADDRESS: patty.savage@cadenceinsurance.com FAX (A/C, No): 228-863-1957	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Scottsdale Insurance Co	
		INSURER B: Travelers Property Casualty Co of America	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
Thompson Consulting Services, LLC
2601 Maitland Center Parkway
Maitland FL 32751

THOMINC-03

COVERAGES**CERTIFICATE NUMBER:** 799190716**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			VRS0007177	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/POP AGG \$ 5,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000			CUP8S42687024NF	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Lib Contractors Pollution Liability			VRS0007177	2/1/2024	2/1/2025	Per claim/Agg \$5 mil/\$10 mil Per claim/Agg \$5 mil/\$10 mil

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

NOTE: Umbrella Coverage above; policy number CUP8S42687024NF through Travelers Property Casualty Co of America is excess coverage over General Liability policy number GLO3534778, Auto Liability policy number BAP3534779, and Employers Liability policy number WC3534777 written through Zurich American Insurance Company effective 2/1/2024 to 2/1/2025. Umbrella is follow form these policies.

RE: RFP #9-011 Emergency-Disaster Debris Monitoring Services; City of Ocoee, its officers, agents, and employees are named as an additional insured on the General Liability policy and umbrella policy when required by written contract. Insurance is primary and non-contributory when required by written contract. A Waiver of Subrogation is provided on all policies when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Ocoee
1 N. Bluford
Ocoee FL 34761

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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TERM CONTRACT FOR

EMERGENCY-DISASTER DEBRIS MONITORING SERVICES RFP #19-011

THIS AGREEMENT is made this 3rd day of, December, 2019, by and between the **CITY OF OCOEE**, a Florida municipal corporation, 150 North Lakeshore Drive, Ocoee, Florida 34761 (hereinafter referred to as the "City") and **TRUE NORTH EMERGENCY MANAGEMENT, LLC**, a Texas limited liability company, 2501 Avenue J, Suite 120, Arlington, TX 76006 (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the City solicited proposals to perform certain city wide emergency debris monitoring services as set forth in RFP #19-011 and its Exhibits to include all federal requirements, a complete copy of which is attached hereto as **Exhibit "1"** and by this reference made a part hereof (the "RFP");

WHEREAS, the City has made an award to the Contractor to perform city wide emergency debris monitoring services pursuant to the RFP; and

WHEREAS, the Contractor is capable of performing the Work and agrees to perform the Work pursuant to the terms of this Agreement, and for the prices and rates specified in the Contractor's response to the RFP, a copy of which is attached hereto as **Exhibit "2"** and by this reference made a part hereof (the "Proposal").

NOW THEREFORE, in consideration of the premises and other good and valuable considerations exchanged between the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties hereto incorporate by reference the above recitals and agree as follows:

Recitals; Definitions. The above recitals are true and correct and incorporated herein by this reference. All capitalized terms not otherwise defined herein shall be as defined or described in the RFP, unless otherwise indicated.

Scope of Work. The Contractor shall provide the services and materials as specified in the RFP (the "Work"). The Contractor shall furnish all materials, tools, equipment, manpower, and consumables to complete the Work. In the event Contractor declines the work after the issuance of a Notice to Proceed by the City, Contractor shall provide the City with a formal declaration of work refusal.

Term of Agreement. This Agreement shall be for a period of three (3) years with two (2) separate automatic one (1) year renewal terms, each of which shall automatically commence on the anniversary of the Effective Date unless the City exercises its sole option not to proceed with the renewal term. The City, at its sole discretion, may refuse to exercise the renewal options by providing written notice of same to Contractor not later than thirty (30) days before the expiration of a term. The City shall have the option of extending the term an additional one (1) year after completion of the renewal terms. The commencement date of this Agreement shall be the date this Agreement is executed by the City (the "Effective Date").

Compensation. Contractor agrees to perform the Work for the rates and prices specified in the Proposal. The amounts as specified in the Proposal 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. Prices may be adjusted in subsequent years only pursuant to the RFP and this Agreement. Adjustments not otherwise provided for in the RFP and this Agreement will only be permitted solely at the discretion of the City.

Payment. Payments made by the City to the Contractor shall be deemed to fully compensate the Contractor for all labor, supervision, administration, material, fuel, mobilization, collection and disposal of debris, and equipment rental incurred, expended or performed by the Contractor. Invoices shall be submitted by the Contractor to the City at the end of each authorization or on a monthly basis. All invoices shall be payable in accordance with the procedures set forth in the RFP. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor. **NOTE: ALL INVOICES MUST CLEARLY INDICATE: CITY AGREEMENT #RFP 19-011 EMERGENCY DEBRIS MONITORING SERVICES TERM CONTRACT.**

Contractors Officers and Employees.

Contractor's Officer(s): The Contractor shall assign a qualified person or persons to be in charge of the operations within the City and shall provide the name(s) of such person(s) and related contact information to the City. Information regarding the person's experience and qualifications shall also be furnished. Supervisory employees must be available for consultation with City staff within a reasonable and practicable time after notification of a request for such consultation. The supervisor(s) shall operate a vehicle which provides mobile communication for immediate contact with City staff.

Conduct of Employees: The Contractor shall see to it that its employees serve the public in a courteous, helpful, and impartial manner. Contractor's collection employees will be required to follow the regular walk for pedestrians while on private property. No trespassing by employees will be permitted, nor crossing property of neighboring premises unless residents or owners of both such properties shall have given permission. Care shall be taken to prevent damage to property including cans, carts, racks, trees, shrubs, flowers, and other plants.

Employee Uniform Regulations: During working hours, the Contractor's collection employees shall wear a uniform or shirt bearing the company's name. Lettering stitched on or identifying patches permanently attached to uniform shirts and jackets will be acceptable. The Contractor shall keep a record of employees' names and numbers assigned.

Driver's License: Each vehicle operator shall, at all times, carry a valid Florida driver's license for the type of vehicle that is being driven.

Patents and Copyrights. The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought

against the City which is based upon a claim, whether rightful or otherwise; that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

Termination for Cause. If Contractor fails or neglects to perform a material obligation under this Agreement the City shall provide written notice to the Contractor that the Contractor is in default and that City intends to terminate this Agreement if the default(s) are not cured. If the Contractor fails to cure the default(s) or, if such default(s) cannot practicably be cured within five (5) days and Contractor fails to diligently commence to correct the default(s), then the City may, without prejudice to any other remedy, cure such default(s) and/or rectify such deficiencies and charge the Contractor the reasonable cost thereof; or, at the City's option, may terminate this Agreement. In the event of such termination for cause the Contractor shall turn over to the City all documents, materials, plans, specifications, manuals, records, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other things or electronic data that relate to or concern the work performed by the Contractor under this Agreement. If it is later determined that the City's termination for cause under this Agreement was improper or not justified, then the parties agree that the termination of the Contractor shall be deemed and treated as a termination for convenience and, the Contractor's sole and exclusive remedy shall be to receive compensation in the same manner as prescribed for a termination for convenience.

Termination for Convenience. The City may terminate this Agreement at any time solely for its convenience by providing the Contractor with thirty (30) days written notice. In the event of such a termination by the City for convenience, the City shall be shall pay for all Work properly performed prior to the effective date of the termination and for all materials, supplies and services, which were reasonably utilized to perform the Work through the effective date of the termination for convenience and other normal and reasonable costs incurred by the Contractor that are caused by or reasonably arise out of the termination for convenience.

Warranty. The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed; be free from all faults, defects or errors; and be of the highest quality. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from expiration date of this Agreement, the Contractor shall, at the City's option, either redo such portions of the Work to correct such fault, defect or error, at no additional cost to the City; or refund to the City the amount paid by the City which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for obtaining another Contractor to redo the Work.

ALL MATERIALS AND SERVICES PROVIDED BY THE CONTRACTOR, SHALL BE MERCHANTABLE AND FIT FOR THE PURPOSES INTENDED.

THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

Time of Completion. Time is of the essence in the performance of this Agreement. All Work shall be performed regularly, diligently, and uninterrupted within the times and in accordance with the specified schedule provided by the City. The City shall provide Contractor with a reasonable extension of time for any delay caused by acts of God, fire, flood, hurricanes, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances not subject to the Contractor's control which prevent or hinder the performance of the Contractor.

Indemnification. To the fullest extent provided by law, Contractor shall indemnify, defend and hold harmless the City and all of its officers, agents and employees from all claims, loss, damage, cost, charges or expense including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor, its agents, employees, or subcontractors during the performance of the Agreement. The City shall use its best efforts to promptly notify the Contractor in writing of any Claims and shall provide the Contractor with information regarding the Claims as the Contractor may reasonably request, but the failure to give such notice or provide such information shall not diminish the obligations of the Contractor under this Section.

Correction of Work. The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work. In the event that Contractor fails to timely correct the Work, then the City, at its sole discretion and without waiving any other rights or remedies under this Agreement, may deduct from any amounts due under this Agreement, the actual cost paid by the City to a third party to perform the Work. If the City performs such work with its own personnel then the City may deduct from any amounts due under this Agreement such amount equal to what the Contractor would have charged for doing the work, plus 110% of such amount.

Right to Audit Records. The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Agreement and by the subcontractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

Information. All information, data, designs, plans, drawings, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

Safety Measures. The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the workers and public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.

Extra Work. The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written Addendum to this Agreement, and shall be executed under the applicable conditions of the Agreement.

Price Adjustments. The contract labor rates shall increase no more than 3% upon renewal of the contract each year. All other provisions of the contract shall remain constant for the life of the contract.

Performance of Agreement.

The Contractor's performance of this Agreement shall be supervised by the Director of Public Works or his or her authorized representative (the "Director"). If at any time during the term of this Agreement, performance is considered unsatisfactory to the Director, the Contractor shall increase the work force, tools, and equipment as needed to properly perform this Agreement. The failure of the Director to give such notification shall not relieve the Contractor of his obligation to perform the Work at the time and in the manner specified by this Agreement.

The Contractor shall furnish the Director with every reasonable opportunity for ascertaining whether or not the Work, as performed, is in accordance with the requirements of this Agreement.

The Director may appoint qualified persons to inspect the Contractor's operation and equipment at any reasonable time and the Contractor shall admit authorized representatives of the City to make such inspections at any reasonable time and place.

Familiarity With The Work. The Contractor by executing this Agreement, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as the Contractor's stated commitment to fulfill all the conditions referred to in this Agreement.

Insurance.

The Contractor, at all times during the term of this Agreement, shall meet the following requirements:

Maintain all insurance coverage required by the RFP or this Agreement.

Maintain any additional coverage required by the City.

Name the City as an additional insured on all liability policies required by this Agreement. When naming the City as an additional insured, the insurance

companies shall agree and will endorse the policies to state that the City will not be liable for the payment of any premiums or assessments.

Make no change or cancellation in insurance without thirty (30) days prior written notice to the City.

File original signed Certificates of Insurance, evidencing such coverage and endorsements as required herein with the City for approval before work is started. The certificate must state the Proposal Number and Title. Upon expiration of the required insurance, the Contractor must submit updated certificates of insurance during the term of this Agreement.

It is understood and agreed that all policies of insurance provided by the Contractor are primary coverage to any insurance or self-insurance the City possesses that may apply to a loss resulting from the work performed under this Agreement.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless provision which shall be a part of the indemnification provided by the contractor under Paragraph 12:

“The Contractor hereby agrees to indemnify and hold harmless the City of Ocoee, its officers, agents, and employees from all claims for bodily injuries to the public in and up to the amount of \$1,000,000 for each occurrence and for all damages to the property of others in and up to the amount of \$1,000,000 for each occurrence per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any such claims or suits arising out of any and all acts or omissions by the Contractor, its agents, servants, or employees, or through the mere existence of the project under contract.”

The foregoing indemnity contract shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the City, its officers, agents, and employees, as determined by a court of competent jurisdiction. The foregoing shall not be construed as a limitation on the liability of the Contractor, but merely as a statement related to insurance coverage with respect to such indemnity. In addition:

The Contractor shall notify its insurance agent without delay of the existence of the indemnification provisions contained within this Agreement, and furnish a copy of this Agreement to the insurance agent and carrier.

The Contractor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City under the indemnity contract from any and all claims arising out of contractual operations.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure and shall be made available to the City upon request to the Contractor. No deductibles will be allowed in any policies issued on this Agreement unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the City.

Compliance by the Contractor with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Contractor of its liabilities and obligations under any section or provision of this Agreement or under applicable law.

Insurance coverage required shall be in force throughout the term of this Agreement. Should the Contractor fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term, the City shall have the right to consider this Agreement breached and declare a default by the Contractor.

If the Contractor does not meet the insurance requirements of this Agreement, alternate insurance coverage, satisfactory to the City, may be considered.

Miscellaneous Provisions.

The City and other authorizing agencies shall have the right to inspect the site, verify quantities and review operations at any time.

The Contractor shall not employ subcontractors without the advance written permission of the City.

Contractor shall not assign this Agreement without the advance written consent of the City.

The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.

The Contractor shall conduct the Work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.

All activity associated with debris operations shall be performed during visible daylight hours only. The Contractor may work daylight hours seven (7) days per week, including holidays.

No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the City.

The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work

under this Agreement.

The Contractor shall at all times, keep the its work areas free from accumulation of waste materials or rubbish caused by its operations, and promptly remove any such materials to an approved disposal location and leave each location where it performs services in a broom clean condition.

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables left on City property by the Contractor.

This Agreement is considered a non-exclusive Agreement between the parties.

This Agreement is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.

As a condition precedent to the filing of any suit or other legal proceeding, the parties shall endeavor to resolve claims, disputes or other matters in question by mediation. A party shall initiate mediation by serving a written request for mediation on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the City shall select the mediator who, if selected solely by the City shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference.

The parties agree that this Agreement was entered into in Orange County, Florida, and that the performance of the parties under this Agreement shall be deemed to be accomplished in Orange County, Florida, and that payment is due in Orange County, Florida, and that the venue for any mediation, collection or enforcement action under this Agreement shall be in Orange County, Florida. The exclusive venue of any litigation or other judicial proceeding between the parties shall be the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida. The laws of the State of Florida shall govern the validity, construction and performance of this Agreement without reference to its conflict of laws provisions.

WAIVER OF JURY TRIAL Contractor hereby voluntarily and intentionally waives the right to a trial by jury in respect to any litigation arising out of, under, or in connection with this Agreement or in connection with any course of conduct, course of dealing, statements (whether verbal or written) or action of either party, whether in connection with this Agreement or otherwise unrelated thereto. This Waiver of Jury Trial shall be binding upon all successors and assigns of the parties hereto.

The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that it is authorized to enter into this Agreement and to execute same on behalf

of the Contractor as the act of the said Contractor.

This Agreement, including **Exhibit "1"** and **Exhibit "2"** hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

Compliance with Law. In addition to compliance with the Required Contract Provisions for Federal-Aid Construction Contracts stated in the RFP and the RFP Exhibits and incorporated herein by reference, the Contractor shall coordinate with the City, the Federal Highway Administration (FHWA) and the Federal Emergency Management Agency (FEMA) in the performance and administration of the federal requirements of this contract. Contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives, and FHWA regulations, as amended from time to time.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from this contract.

Accordingly, the services required in this RFP are being solicited in accordance to 2 C.F.R. Section 200.317-326. The Contractor also acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Order of Precedent. In the event of a conflict between the provisions of this Agreement along with the terms of the RFP and its Exhibits, and Federal Code, the more restrictive rule shall prevail.

Severability. If any part, section, subsection, or other portion of this Agreement is declared void, unconstitutional, invalid for any reason, such part, section, subsection or other portion, or the prescribed applications thereof, shall be severable, and the remaining provisions of this Agreement, and all applications thereof not having been declared void, unconstitutional or invalid shall remain in full force and effect. The City and the Contractor declare that no invalid or prescribed provision or application was an inducement at the execution of this Agreement, and that they would have executed this Agreement, regardless of the invalid or prescribed provision or application.

Attorney's Fees. In the event that either party finds it necessary to commence an action against the other party to enforce any provisions of this Agreement or because of a breach by the other party of any of the terms hereof, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, paralegal fees and costs incurred in connection therewith, at both trial and appellate levels, including bankruptcy proceedings and the right to such reasonable attorneys' fees, paralegal fees, and costs shall be deemed to have accrued from the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

Notices. All notices and approvals which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be made or given (i) by certified mail, postage prepaid, return receipt required, (ii) by hand delivery to named individuals representing the party to be notified, or (iii) by private parcel, next day (delivery service). Notices, including notice of a change of address or telephone number, shall be addressed or transmitted to the addressees set forth below, or that a party may otherwise designate in the manner prescribed herein:

As to the City:

City of Ocoee
150 North Lakeshore Drive
Ocoee, Florida 34761
Attention: Finance Dept./Purchasing
Phone: (407) 905-3100

with a copy to:

Director of Public Works
City of Ocoee
150 North Lakeshore Drive
Ocoee, Florida 34761
Attention: Director of Public Works
Phone: (407) 905-3100 ext. 6002

As to Contractor:

TRUE NORTH EMERGENCY MANAGEMENT
2501 AVENUE J, SUITE 120
ARLINGTON, TX 76006
ATTN: DERRICK TUCKER, PE
MOBILE: 601.506.3298

Notices and approvals given or made as aforesaid shall be deemed to have been given and received on the date of actual receipt.

Entire Agreement: This Agreement embodies and constitutes the entire understandings of the parties with respect to the matters contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged, or terminated except by an instrument, (Change Order/Amendment), in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

Captions: Captions of the section and subsections of this Agreement are for the convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

Public Records Compliance:

The City of Ocoee (City) is a public agency subject to Chapter 119, Florida Statutes. The

Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

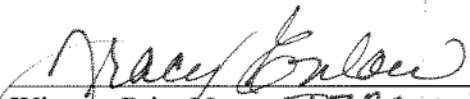
1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public record to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3100, EXTENSION 1022, CCDL@ci.ocoe.fl.us, WITH AN OFFICE LOCATED AT 150 NORTH LAKESHORE DRIVE, OCOEE, FLORIDA 34761.

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

Commission Approval: In accordance with the City Commission's November 5, 2019 approval of the award for the term contract for RFP #19-011, Emergency-Disaster Debris Monitoring Services, the contract is awarded to primary contractor, Thompson Consulting Services, LLC, and to True North Emergency Management, LLC as an alternate/secondary term contractor, for the term of the contract as stated herein.

IN WITNESS WHEREOF, Contractor and the City have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


Witness Print Name: TRACY ENLOW

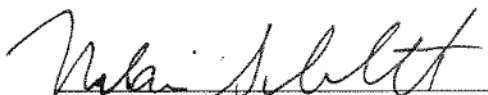

Witness Print Name: DAVID DUKE

**CONTRACTOR: TRUE NORTH
EMERGENCY MANAGEMENT LLC,**
a Texas limited liability company,

By: 
Name: DERRICK TUCKER
Title: VICE-PRESIDENT

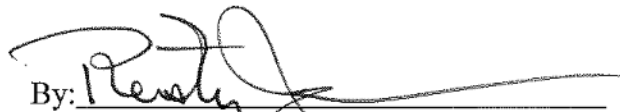
(SEAL)

ATTEST:


Melanie Sibbitt, City Clerk

(SEAL)

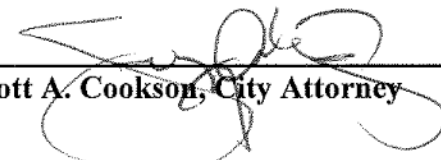
CITY OF OCOEE, FLORIDA

By: 
Rusty Johnson, Mayor

**FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND
LEGALITY this 3RD day of DEC.,
2019.**

**APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD
ON November 5, 2019 UNDER AGENDA
ITEM NO. 7**

SHUFFIELD, LOWMAN & WILSON, P.A.

BY: 
Scott A. Cookson, City Attorney

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022		CONTACT NAME: Carly Underwood PHONE (A/C, No, Ext): 770.552.4225 FAX (A/C, No): 866.550.4082 E-MAIL ADDRESS: carly.underwood@greyling.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Nationwide Property & Casualty Ins Co NAIC # 37877	
		INSURER B: Nationwide Mutual Fire Insurance Compan 23779	
		INSURER C: Liberty Mutual Fire Insurance Company 23035	
		INSURER D: Beazley Insurance Company, Inc. 37540	
		INSURER E:	
		INSURER F:	

INSURED
TrueNorth Emergency Management, LLC
2501 Avenue J, Suite 120
Arlington, TX 76006

COVERAGES

CERTIFICATE NUMBER: 19-20

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		ACPLK05684886691	04/01/2019	04/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 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 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		ACPBK05684886691	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$0		ACPCAF5684886691	04/01/2019	04/01/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC2Z91467100019	04/01/2019	04/01/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability		V1CDA5190401	11/15/2019	11/15/2020	Per Claim \$5,000,000 Aggregate \$5,000,000

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

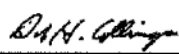
Re: RFP #19-011 Emergency Debris Monitoring Services.

The City and the City's agents and employees are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.

The above referenced liability policies with the exception of workers compensation and professional (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Ocoee 150 N. Lakeshore Drive Ocoee, FL 34761-2258	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

liability are primary & non-contributory where required by written contract.

Waiver of Subrogation is applicable where required by written contract & allowed by law.

Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins. Center/Greyling 3780 Mansell Road, Suite 370 Alpharetta GA 30022	CONTACT NAME: Greyling COI Specialist PHONE (A/C, No, Ext): 770.756.6599 E-MAIL ADDRESS: greylingcerts@greyling.com	FAX (A/C, No): 770.756.6599
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: National Union Fire Ins Co of Pittsburg		19445
INSURER B: The Continental Insurance Company		35289
INSURER C: Everest National Insurance Company		10120
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1680757424**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			GL6360655	8/1/2024	8/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CA5774685	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			7036845375	8/1/2024	8/1/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	WC013265767 (AOS) WC013265768 (CA)	8/1/2024 8/1/2024	8/1/2025 8/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
C	Professional Liability incl. Pollution Liability			AAEP000499241	8/1/2024	8/1/2025	Per Claim \$5,000,000 Aggregate \$5,000,000

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

Re: RFP19-011 Emergency Disaster Debris Monitoring. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

City of Ocoee
1 North Bluford Avenue;
Ocoee FL 34761-2258

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Meeting Date: November 19, 2024
Item #: 11

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

Subject: Approval of Award for ITB #25-002 Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station - ARPA Federal Grant Funded Project. (Procurement Manager Tolbert)

Background Summary: In conformance with the policies and procedures of the City of Ocoee and the federal regulation of 2 CFR 200, sealed bids were solicited for ITB 25-002 Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station - ARPA Federal Grant Funded Project. This project is one of the city's designated federal grant funded ARPA projects.

The ITB publicly advertised on October 6, 2024, and opened on November 5, 2024. A total of four (4) bids were received; however, after review by the Utilities and Finance Department, one (1) bidder was deemed non-responsive due to numerous irregularities on the Bid Form. The three responsive bids range from \$4,115,700.00 to \$4,747,451.00. All bids are available in the Finance Department for review. Staff recommends awarding ITB #25-002 Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station - ARPA Federal Grant Funded Project to the lowest, most responsive and responsible bidder, L7 Construction, for the total bid amount of \$4,115,700.00 per the attached Award Recommendation from Acting Utilities Director Jen Bolling.

NO.	BIDDER	TOTAL BID PRICE
1	L7 Construction, Inc.	\$4,115,700.00
2	Prime Construction Group, Inc.	\$4,242,492.00
3	Sawcross, Inc.	\$4,747,451.00

Issue:

Should the Honorable Mayor and City Commissioners award ITB #25-002 Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station - ARPA Federal Grant Funded Project to L7 Construction for the total bid amount of \$4,115,700.00 as recommended?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners:

1. Award ITB 25-002 Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station - ARPA Federal Grant Funded Project to the lowest, most responsive and responsible bidder, L7 Construction,

City of Ocoee ▪ 1 N. Bluford Avenue ▪ Ocoee, Florida 34761
Phone: (407) 905-3100 ▪ www.occoee.org

for the total bid amount of \$4,115,700.00;

2. Authorize the Mayor, City Clerk, and Staff to execute the required contract documents once the required bonds and insurance are received; and
3. Authorize the City Manager to approve change orders to this contract up to the limit of his purchasing authority for each change order and up to the budgeted amount for this project for all change orders.

Attachments:

1. Invitation to Bid - Section 00020
2. Bid Tabulation
3. Recommendation of Award
4. L7 Construction - Bid Package

Financial Impacts:

The budgeted amount for construction of this project is \$6,891,430.00 and is budgeted as follows: \$3,275,075.00, ARPA funding 120-516-00-6302; \$2,178,884.00, Wasterwater Capital 405-535-00-6302; and \$1,437,471.00, Wastewater Capital Improvements Carry Forward 408-535-00-6302.

Type of Item: Consent

SECTION 00020

INVITATION TO BID (ITB) #25-002

The City of Ocoee, Florida (“City”, “Owner”) is soliciting sealed Bids for the Project **ITB #25-002 Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station - ARPA Federal Grant Funded Project**. The Project is one of the City’s designated utilities projects federal grant funded through the American Rescue Plan Act (ARPA) / Coronavirus State and Local Fiscal Recovery Funds (SLFRF). All procurements by Federal Grant recipients and sub-recipients shall comply with the provisions of 2 C.F.R. Section 200.317 – 327, as applicable. Proper documentation is required by the American Rescue Plan Act, per the federal requirements and corresponding forms.

Description of Work: All Work for the Project shall be constructed in accordance with the Contact Documents, drawings, and specifications prepared by CHA Consulting, Inc. and the City of Ocoee. Bids shall be deemed to include all items necessary for the furnishing, delivering, and installing of all materials, equipment, incidentals, and services, including all labor for the work which is generally described as the following:

- This contract is for the construction of the Reclaimed Water Storage Tank and Pump Station Project as specified herein and shown on the Contract Drawings. The City of Ocoee Wastewater Treatment Plant (WWTP) is an operational water treatment facility and shall always remain in service during construction unless prior approval is given by the Owner. A sequence of construction for the Work is specified in Section 011216, Sequence of Construction, to minimize impact to the facility’s operation. Contractor shall assume that all systems are to remain in operation during construction of the Work unless directed otherwise by the Owner.
- The Project consists of constructing a new reclaimed water storage tank and pump station system at the Ocoee Wastewater Treatment Plant, generally consisting of:
 1. Providing the Construction Contract Document System, as specified in Section 013300, Submittal Procedures.
 2. One (1) new 1.0 MG prestressed concrete reclaimed water ground storage tank including all piping, fittings, valves, appurtenances, and pipe supports.
 3. A 1,600 gallon per minute high service reclaimed water re-pumping (pressure boosting) station and associated yard piping.
 4. Construction of a new electrical and instrumentation and controls building, electrical equipment, and instrumentation and controls equipment as shown in the Construction Drawings.
 5. Site grading, stormwater pond, and compacted fill material for the new ground storage tank.
 6. Complete all startup, O&M submittals, and training.
 7. Provide warranty and manufacturers certification for all new equipment ready for continuous services, as required by the specifications.

The City is ONLY accepting electronic solicitation responses online through the City’s Bonfire
Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station
Federal Grant Funded ARPA Project
ITB #25-002

platform at <https://occoee.bonfirehub.com>. This link can also be accessed through the City's website at <https://www.occoee.org/323/Purchasing> under the Current Open Solicitations menu. All Bid submissions for this ITB MUST be submitted electronically through the Bonfire Platform. Bid submissions received in any other format will not be accepted; no paper, fax, or e-mailed submissions will be accepted. There is no charge for bidders to use the Bonfire e-procurement platform. Bonfire platform's minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.

Registration with Bonfire is free and is required prior to submitting a bid. It is suggested that prospective bidders register no later than 24 hours in advance of the bid submission deadline to ensure proper registration. Should a Bidder need assistance with registering, please contact the Bonfire Support Desk by emailing support@gobonfire.com. Support by email is provided Monday to Friday from 8:00 a.m. – 8:00 p.m. EST/EDT.

Upon completing the registration with Bonfire, bidders will be able to submit a bid securely, any time before the bid submission deadline, at <https://occoee.bonfirehub.com> by clicking the "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. The actual contract award will be made by the Ocoee City Commission at a later date. Please be aware that all City Commission meetings are duly noticed public meetings and all documents submitted to the City as a part of a bid constitute public records under Florida law.

Bid Submission Deadline: Bids will only be accepted electronically through the Bonfire Platform **until 2:00 p.m., local time, on November 5, 2024.** Bidders shall submit one (1) complete electronic copy, preferably in a single file, of their Bid on the Bonfire Platform. Bids must be received by Bonfire no later than the bid submission deadline. It shall be the sole responsibility of the Bidder to have its Bid **uploaded and submitted** on the Bonfire Platform prior to the due date and time. Any attempt to submit a bid after the submission deadline will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. A virtual public bid opening will be held at approximately 2:01 pm. or as soon thereafter. Once available, the details on how to access the virtual bid opening will be posted in the project file on Bonfire and available on the City's website at <https://www.occoee.org/959/Public-Bid-Meetings>.

Deadline for Receipt of Questions: The City will receive questions regarding this ITB only through written inquiries directed to Shannon Hopper, Purchasing Technician at shopper@occoee.org OR through the questions and answer section of the project file on Bonfire until **October 29, 2024 at 2:00 p.m., local time.** Any clarifications/changes will be made by way of written addenda only, issued by Purchasing and posted on Bonfire. Bidders should not contact City staff, with the exception of the Purchasing Technician, or other City consultants for information regarding this ITB before the Bid 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.

Pre-Bid Conference/Site Visit: A non-mandatory **Pre-Bid Conference/Site Visit** will be held on

Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station
Federal Grant Funded ARPA Project
ITB #25-002

October 22, 2024, at 10:00 a.m. local time, at the Project Site located at 1110 Nicole Blvd., Ocoee, FL 34761.

Bid Bond: The original bid security is to be mailed within five (5) business days after the bid opening to: City of Ocoee, Finance Department/Purchasing, Attention: Shannon Hopper, Purchasing Technician, 1 N. Bluford Avenue, Ocoee, FL 34761. Failure to provide the original will cause your bid to be deemed non-responsive. A certified check or bid bond shall accompany each Bid. The certified check or bid bond shall be for an amount not less than five percent (5%) of the bid price, and shall be made payable to the City of Ocoee as a guarantee that the Bidder will not withdraw for a period of ninety (90) days after bid closing time.

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 Bid on an award to provide any goods or services to a public entity, may not submit a bid on an award with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a 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 s. 287.133(2)(a), Florida Statutes.]

Florida Public Records Law. In accordance with Chapter 119, Florida Statutes, and, except as may be provided by Chapter 119, Florida Statutes, and other applicable State and Federal Laws, all Bidders should be aware that the Bid and the responses thereto are in the public domain and are available for public inspection. Bidders are requested, however, to identify specifically any information contained in their bids that they consider confidential and/or proprietary and that they believe to be exempt from disclosure, citing specifically the applicable exempting law. All bids received in response to this Invitation to Bid become the property of the City 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.

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.

The City reserves the right to accept or reject any or all bids, to waive formalities, technicalities or irregularities, to request clarification of information submitted in any bid, or to re-advertise for new bids. The City may accept any item or group of items of any bid, unless the Bidder qualifies its bid by specific limitations. The City may accept one or more bids 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 Bidder which, in the City's sole discretion, is the most responsive and responsible Bidder. The City reserves the right, as an

aid in determining which bid is responsible, to require a bidder to submit such additional evidence of Bidder'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 Bidder, including past performance (experience) with the City and others. The City Commission shall be the final authority in the selection of any and all bids.

END OF SECTION

ITB #25-002
Ocoee Wastewater Treatment Plant Reclaimed Water
Storage Tank and Pump Station - Federal Grant Funded ARPA Project
11/5/2024 2:00 P.M.
BID TABULATION

	BIDDER			L7 Construction, Inc.		Prime Construction Group, Inc.		Razerback, LLC		Sawcross, Inc.	
	Acknowledged Addenda #1-5			✓		✓		Rejected. Non-Responsive due to numerous irregularities on the Bid Form between the Unit Price and cooresponding Total Price for Lump Sum Item Nos. 1-8. Bid Bond submitted for 5% of the Written Total Bid Price and numeric Bid amount on Bonfire.		✓	
	Bid Security in the amount of 5% of Bid			Bid Bond		Bid Bond				Bid Bond	
	Exceptions to Contract Documents			None		None				None	
	Company/license Verification			Active		Active				Active	
	Verified No Debarment or Suspension in SAM.gov			✓		✓				✓	
	Required Forms			*Missing Confidential Disclosure form. Requested and received on 11/8/24.		✓				✓	
ITEM NO	ITEM DESCRIPTION	Unit	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization / Demobilization	Lump Sum	1	\$45,122.50	\$45,122.50	\$210,000.00	\$210,000.00	\$42,584.00	\$250,000.00	\$220,000.00	\$220,000.00
2	General Conditions	Lump Sum	1	\$50,000.00	\$50,000.00	\$127,299.00	\$127,299.00	\$6,600.00	\$232,000.00	\$300,000.00	\$300,000.00
3	Project Record Drawings	Lump Sum	1	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00	\$35,000.00	\$35,000.00	\$10,000.00	\$10,000.00
4	Earthwork	Lump Sum	1	\$180,000.00	\$180,000.00	\$298,000.00	\$298,000.00	\$358,880.00	\$662,000.00	\$360,000.00	\$360,000.00
5	Masonry Building	Lump Sum	1	\$260,000.00	\$260,000.00	\$184,600.00	\$184,600.00	\$110,669.00	\$183,000.00	\$280,000.00	\$280,000.00
6	Ground Storage Tank	Lump Sum	1	\$2,025,000.00	\$2,025,000.00	\$2,007,000.00	\$2,007,000.00	\$1,745,146.00	\$1,994,000.00	\$1,741,370.00	\$1,741,370.00
7	Yard Piping, Pumps, Valves, and Fittings	Lump Sum	1	\$940,000.00	\$940,000.00	\$887,600.00	\$887,600.00	\$792,962.00	\$1,320,000.00	\$1,050,503.50	\$1,050,503.50
8	Electrical	Lump Sum	1	\$390,000.00	\$390,000.00	\$295,415.50	\$295,415.50	\$352,647.00	\$502,000.00	\$565,000.00	\$565,000.00
9	Instrumentation, Controls, and SCADA (allowance)	Lump Sum	1	\$220,577.50	\$220,577.50	\$220,577.50	\$220,577.50	\$220,577.50	\$220,577.50	\$220,577.50	\$220,577.50
	TOTAL BID PRICE =				\$4,115,700.00		\$4,242,492.00		\$5,398,577.50		\$4,747,451.00

Bidders listed in alphabetical order.

*Missing forms considered a minor irregularity.

Yellow highlights are discrepancies on the Bid Form.

License check, submitted forms, and references verified only on the 3 lowest Bidders.

1

2

3

MEMORANDUM

TO: Shannon Hopper, *CPPB*
Purchasing Technician

Through: Jennifer Bolling, P.E. *JB*
Acting Utilities Director

FROM: T'Jean Tomlinson, P.E. *T.J.*
Engineering Manager

DATE: Tuesday, November 12, 2024

RE: ITB #25-002 Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station - ARPA Federal Grant Funded Project
Project Award Recommendation

The construction of the Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station, a Federal Grant Funded ARPA project, has been budgeted for Fiscal Year 2024-2025 for a total amount of \$7,682,731.00 coming from the following funding sources:

- \$4,066,376.00 from ARPA Funding (120-516-00-6302)
- \$2,178,884.00 from Wastewater Capital (405-535-00-6302)
- \$1,437,471.00 from Wastewater Capital Improvements Carry Forward (408-535-00-6302)

Due to the cost of design and owner's representative for the tank and pump station at a total of \$791,301.00, the remaining budget available for construction is \$6,891,430.00. The Utilities Department recommends awarding ITB #25-002 Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station to the lowest responsive bidder, L7 Construction, Inc., for the base bid in the amount of \$4,115,700.00 following the below bid process.

On November 5, 2024, bids were opened for ITB #25-002 Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station - Federal Grant Funded ARPA Project. Bid prices for the three (3) bidders who responded are listed below:

1. L7 Construction, Inc.
275 Hunt Park Cove
Longwood, FL 32750
Base Bid Price: \$4,115,700.00

2. Prime Construction Group
1000 Jetstream Dr
Orlando, FL 32824
Base Bid Price: \$ 4,242,492.00

3. Sawcross, Inc.
10970 New Berlin Rd
Jacksonville, FL 32226
Base Bid Price: \$4,747,451.00

Additionally, the City has a strong working history with L7 Construction, Inc. on previous utility projects, including the Downtown Lift Station #66 Construction Project in 2019.

SECTION 00300.0

BID FORM

SUBMITTED: Nov 5, 2024
(Date)

PROJECT IDENTIFICATION: CITY OF OCOEE ITB #25-002
Ocoee Wastewater Treatment Plant Reclaimed Water
Storage Tank and Pump Station - Federal Grant Funded
ARPA Project

NAME OF BIDDER: L7 Construction, Inc.

BUSINESS ADDRESS: 275 Hunt Park Cove PHONE NO.: 321-972-9325

CITY, STATE, ZIP: Longwood, FL 32750

CONTRACTOR'S FEDERAL I.D. NUMBER 26-0210469

CONTRACTOR'S FLORIDA LICENSE NO.: CGC1514056

THIS BID IS SUBMITTED TO: City of Ocoee, Florida (hereinafter called Owner)

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work, as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid Form and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Bidding Documents, including, without limitation, those dealing with the disposition of Bid Bond. This Bid will remain open for ninety (90) calendar days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Amendment to the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Intent to Award.
3. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and the Agreement and further warrants and represents that:

- a. Bidder has examined copies of all the Bidding Documents and of the following Addenda:

No. <u>1</u>	Dated <u>10/30/24</u>	No. <u>5</u>	Dated: <u>11/4/24</u>
No. <u>2</u>	Dated <u>10/31/24</u>	No. _____	Dated: _____
No. <u>3</u>	Dated <u>11/1/24</u>	No. _____	Dated: _____
No. <u>4</u>	Dated <u>11/4/24</u>	No. _____	Dated: _____

Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station
Federal Grant Funded ARPA Project
ITB #25-002

(Receipt of all which is hereby acknowledged) and also copies of the Invitation for Bids and the Instructions to Bidders.

- b. Bidder has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing the Work.
- c. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface of subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions, as provided in paragraph 4.02.1 of the General Conditions. Bidder accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely, as provided in paragraph 4.02 of the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.
- d. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work, or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
- e. Bidder understands the full extent and Scope of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted.
- f. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- g. Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents

are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

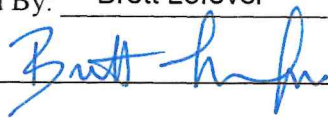
- h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a farce or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- i. Bidder agrees, if his/her bid is successful, to fully complete all work per the price and terms and conditions of the contract within the Contract Time specified in the Contract for Construction (Section 00500). Bidder further accepts the provisions of the Contract for Construction as to liquidated damages and agrees to pay as liquidated damages the amount stated in the Contract for Construction (Section 00500), for each consecutive calendar day completion of the Work is delayed.

Completion Schedule:

- 1) The Work shall be substantially complete within the Contract Time specified in Article 3.1 of the Proposed Contract for Construction (Section 00500).
 - 2) The Work shall be finally complete within the contract Time specified in Article 3.1 of the Proposed Contract for Construction (Section 00500).
4. All bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents. Bidder submits the **TOTAL BID OR TOTAL BASE BID** to perform all the Work, as required by the Drawings and Specifications.
5. The following documents are made a condition of this Bid:
- a. **Bidding Documents and shall include the following:**
 - 1. Bid Forms (entire Section 00300, 00301, 00301A, 00302, and 00303)
 - 2. E-Verify Certification (Section 00310)
 - 3. Sam Registration (Section 00311)
 - 4. Byrd Anti Lobbying (Section 00312)
 - 5. Bid Bond (Surety Bond or Cashier's Check). (Section 00410)
 - 6. Non-collusion Affidavit (Section 00480)
 - 7. Conflict of Interest Disclosure Form (Section 00480A)
 - 8. Certification of Non-segregated Facilities (Section 00481)
 - 9. Sworn Statement on Public Entity Crimes (Section 00482)
 - 10. Certification of Nondiscriminatory Labor Practices (Section 00483)
 - 11. Certification Regarding Scrutinized Companies' Lists (Section 00484)

Bid Form:**ITB 25-002 Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station**

ITEM NO	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	TOTAL PRICE
1	Mobilization and Demobilization	Lump Sum	1.00	\$45,122.50	\$45,122.50
2	General Conditions (Bonds, Permits, etc.)	Lump Sum	1.00	\$50,000.00	\$50,000.00
3	Project Record Drawings	Lump Sum	1.00	\$5,000.00	\$5,000.00
4	Earthwork	Lump Sum	1.00	\$180,000.00	\$180,000.00
5	Masonry Building	Lump Sum	1.00	\$260,000.00	\$260,000.00
6	Ground Storage Tank	Lump Sum	1.00	\$2,025,000	\$2,025,000.00
7	Yard Piping, Pumps, Valves, and Fittings	Lump Sum	1.00	\$940,000	\$940,000.00
8	Electrical	Lump Sum	1.00	\$390,000	\$390,000.00
9	Instrumentation, Controls, and SCADA (allowance)	Lump Sum	1.00	\$220,577.50	\$220,577.50
Total Bid Price					\$4,115,700.00
Written Total Bid Price: FOUR MILLION ONE HUNDRED FIFTEEN THOUSAND SEVEN HUNDRED DOLLARS AND NO CENTS					

Company Name: L7 Construction, Inc.Bid Prepared By: Brett LefeverSignature: 

7. The Bidder acknowledges that the City specifically reserves the right to accept and make an award to a Bidder that has not submitted the lowest Bid when, in Owner's sole and absolute discretion, it determines that action to be in its best interest. The terms used in this Invitation to Bid, which are defined in the General Conditions and included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.
8. The work shall be performed under a Florida Underground Utility or General Contractor license. Contract shall not be awarded unless proof of valid license(s) is provided.
9. It is understood that where quantities for unit price work have been presented on the Bid Form, they are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Contractor's compensation will be computed upon the basis, described in the measurement and payment clauses in the specifications contained herein.
10. **BASE BID - SCHEDULE OF MANUFACTURERS/SUPPLIERS**

If the foregoing Schedule of Bid Items is presented in a Base Bid format, the undersigned as Bidder, agrees that the Contract, if awarded, will be on the basis of the materials and equipment named in the Contract Documents, in accordance with Article 10 of the Instructions to Bidders (Section 00100). The undersigned, as Bidder, also agrees that the Total Bid reflects the equipment and material supplied by one of the manufacturers/suppliers listed in the City's Approved Materials List. If the Bidder desires to propose an alternate manufacturer/supplier, he may write in the name of such alternate in the substitution list included within this Bid Form, but he must, nevertheless, also choose an approved manufacturer/supplier. If the proposed alternate manufacturer/supplier is determined "not equivalent" by the Engineer, the Bidder must furnish equipment and/or material items by the Bidder's chosen approved manufacturer/supplier. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use if an alternate is rejected, he must use the manufacturer/supplier chosen by the City. Also, if the Bidder chooses more than one approved manufacturer/supplier, he must use the first manufacturer/supplier written in the schedule of Base/Alternative Bid Manufactures/Suppliers table within this Bid Form (unless an alternate is approved).

11. **SUBSTITUTIONS AND "OR EQUAL"**

The undersigned as Bidder agrees that substitutions, or "equal," items will not be considered until after the effective date of the Agreement and will be evaluated in accordance with paragraphs 6.05.1 and 6.05.2 of the General Conditions. In addition to the reimbursement required under the General Conditions, the Contractor shall also reimburse the Owner for any engineering costs directly attributable to the change in manufacturers/suppliers caused by the acceptance of proposed alternates, such as, additional field trips for the Engineer, additional redesign costs, additional review costs, etc. Other costs directly attributable to the change in manufacturers/suppliers caused by the acceptance of proposed alternates, such as; increased electrical requirements, larger building, additional pumps or tankage, etc., shall be borne by others and not the Owner. If

Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station
Federal Grant Funded ARPA Project
ITB #25-002

00300-5

Bidder intends to propose substitutions or "equal" items after the effective date of the Agreement, it is agreed that these items must be listed on the Substitution List included within this Bid Form, with a deductive amount representing 50 percent of the total savings between the named Base Bid/Alternative Bid item and the proposed item. "Base Bid/Alternative Bid" item substitutions providing to the Owner equipment or material cost savings of less than \$1,000 will not be considered. The undersigned, as Bidder, also agrees that if a substitution or "equal" item is not listed on the Substitution List included with the Bid, all of the savings between the named item and the proposed item will go to the Owner, if the Owner accepts the proposed item in accordance with paragraphs 6.05.1 and 6.05.2 of the General Conditions. The Owner may request, and the undersigned Bidder shall supply, complete information on proposed substitutions. Such information shall be the manufacturer's current published or preprinted information for the specific substitution.

12. As Bidder, I hereby certify that I am aware and understand that the City of Ocoee in its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all Bids, and/or to accept that Bid which is in the best interest of the City. The award of this Bid, if made, may be based on considerations other than total cost, and may be awarded based on various considerations, including but not limited to: Bidder experience and whether the Bid, in the judgment of the City, is the most responsive to the City's needs.

(Remainder of page intentionally left blank)

SUBSTITUTION LIST			
Bidder offers the following substitutions and "equal" items.			
Equipment Item or Material	Spec Section	Alternative Manufacturer/Supplier (List One Only)	Deductible Amount* (Indicate Whether Lump Sum or Unit Price)
N/A			
Represents 50 percent of the difference in cost in accordance with the General Conditions (Minimum Deductible Amount per Substitution Item shall be \$1,000) (Bidder may make additional copies of this page as required.)			

Strike out (X) non-applicable signature block and complete applicable block. (ALL SIGNATORIES MUST HAVE THEIR NAMES PRINTED OR TYPED BELOW THEIR SIGNATURES)

If Bidder is:

SOLE PROPRIETORSHIP

(SEAL)

(Individual's Signature)

(Individual's Name)

doing business as

Business Address:

Phone No.:

Florida License No.: _____

A PARTNERSHIP

(SEAL)

(Partnership Name)

(General Partner's Signature)

(General Partner's Name)

Business address:

Phone No.:

Florida License No.: _____

Strike out (X) non-applicable signature block and complete applicable block. (ALL SIGNATORIES MUST HAVE THEIR NAMES PRINTED OR TYPED BELOW THEIR SIGNATURES)

If Bidder is:

A CORPORATION

L7 Construction, Inc.
(Corporation Name)

Florida
(State of Incorporation)

By

Brett Lefever
(Name of person authorized to sign)
President

(Title)


(Authorized Signature)

(Corporate Seal)

Attest


(Secretary)

Business address: 275 Hunt Park Cove Longwood, FL 32750

Phone No.: 321-972-9325

Corporation President: Brett Lefever

Florida License No.: CGC1514056

Strike out (X) non-applicable signature block and complete applicable block. (ALL SIGNATORIES MUST HAVE THEIR NAMES PRINTED OR TYPED BELOW THEIR SIGNATURES)

If Bidder is:

A JOINT VENTURE

By

(Name)

(Address)

By

(Name)

(Address)

Business Address:

Phone No.:

Florida License No.:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Florida License No.:

13. List the following in connection with the Surety which is providing the Bid Bond:

Surety's Name: Great American Insurance Company

Surety's Address: 301 E 4th Street Cincinnati, OH 45202

14. Name and address of Surety's resident agent for service of process in Florida:

Jessie Sloan - JCA Surety Group, LLC

123 Zelma Street, Suite A

Orlando, FL 32803

CORPORATE AUTHORITY TO EXECUTE DOCUMENTS

I HEREBY CERTIFY that a meeting of the Board of Directors of L7 Construction, Inc., a corporation under
(Contractor's Corporate Name)
the laws of the State of FLORIDA, held on the 15 day of OCT, 20 24,
the following resolution was duly passed and adopted:

"RESOLVED, that Brett Lefever Brett Lefever
(signature of individual) (typed name of individual)
as President of the corporation, is hereby authorized to execute all documents
required to be signed by an officer of the Corporation in order to submit a valid Bid, contract and
bond for

CITY OF OCOEE ITB #25-002
Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station –
Federal Grant Funded ARPA Project

between the CITY OF OCOEE, a municipal corporation, and this corporation, and that his
execution thereof, attested by the Secretary of the corporation and with corporate seal affixed shall
be the official act and deed of this corporation."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the
corporation this 15th day of OCTOBER, 20 24.

(CORPORATE SEAL)

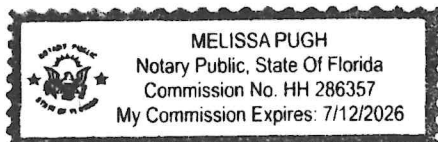
Naik Lefever

(Corporate Secretary)

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 15th day of OCTOBER, 20 24
by BRETT LEFEVER

(name of officer or agent, title of officer or agent), by means of ☒ physical presence or ☐ online
notarization, of L7 CONSTRUCTION, INC. (name of corporation acknowledging), a
FLORIDA (state or place of incorporation) corporation, on behalf of the
corporation. He/She is personally known to me or has produced N/A (type
of identification) as identification and did/did not take an oath.



Melissa Pugh
(Notary Public)
My Commission Expires: 07/12/2026

END OF SECTION

Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station
Federal Grant Funded ARPA Project
ITB #25-002

00300-12

SECTION 00301
QUESTIONNAIRE

Bidder shall fill out questionnaire form with all information pertinent to his/her company and the Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station.

DATE: 10/28/2024

PROJECT IDENTIFICATION: City of Ocoee ITB #25-002
Ocoee Wastewater Treatment Plant Reclaimed Water Storage
Tank and Pump Station – Federal Grant Funded ARPA Project

NAME OF BIDDER: L7 Construction, Inc.

BUSINESS ADDRESS: 275 Hunt Park Cove Longwood, FL 32750

TELEPHONE NO.: 321-972-9325 EMAIL BLefever@L7Constructs.com

CONTRACTOR'S FLORIDA LICENSE NO. CGC1514056

The undersigned warrants the truth and accuracy of all statements and answers herein contained.
Include additional sheets if necessary.

1. How many years has Bidder's organization been in business as a General Contractor?
17 years
2. Describe and give the date and owner of the last project that Bidder completed that is similar in type, size, and nature as the one proposed.
Altamonte Springs RWRF Phase 1 & Phase 2 6/2019-9/2021 City of Altamonte Springs
City of Altamonte Springs Karen McCullen kmccullen@itsmymaitland.com 407-875-2829
See Attachment #2 for description
3. Has Bidder ever failed to complete work awarded to them? If so, where and why?
No
4. Name three (3) municipalities for which Bidder has performed similar work and contact person:
City of Clermont Mark Griffin mgriffin@clermontfl.org 352-241-0178
City of Altamonte Springs Karen McCullen kmccullen@itsmymaitland.com 407-875-2829
Brevard County Mike Davis Mike.Davis@brevardfl.gov 321-633-2089 ext. 52817

Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station
Federal Grant Funded ARPA Project
ITB #25-002

5. Has Bidder personally inspected the site of the proposed Work? Yes ☒ No ☐
Describe any anticipated problems with the site and Bidders proposed solutions?
GETTING POWER - EARLY COORDINATION WITH UTILITY.
6. Will Bidder subcontract any part of the Work? Yes ☒ No ☐
If yes, describe which portions and the percentage of the project:
ELECTRICAL TO A LICENSED ELECTRICIAN
PRESTRESSDO STORAGE TANK TO A LISTED MANUFACTURER
I+C TO LIST SUB
7. What equipment does Bidder plan on using to complete the Work?
Please see Attachment #1
8. State the true and exact, correct, and complete name under which Bidder does business.
Bidder is: L7 Construction, Inc.
9. Does Bidder have any Exceptions to the terms of the Contract Documents? Yes ☐ No ☒
List any exceptions Bidder has to this scope of work or contract terms. (Note: Exceptions will not be considered after the bid has been awarded). The City reserves the right to accept or reject any requested exceptions. Please reference Section 100; Article 4.7, for further clarification. Note: If Bidder leaves this question blank, Bidder agrees it has no exceptions.

Brett Lefever, President of L7 Construction, Inc. purchased the Industrial building which features a total of 15,200 SF located at 275 Hunt Park Cove in FL, Longwood, 32750.

List of Construction Equipment on Hand

Trailers	Equipment
2011 BIG TEX 8' X 18' 5T FLAT TRAILER	CATERPILLAR 305E2CR MINI HYDRAULIC EXCAVATOR
2012 8.5' X 20' ENCLOSED TRAILER	CATERPILLAR 305E2CR MINI HYDRAULIC EXCAVATOR
2012 7' X 16' ENCLOSED TRAILER	CATERPILLAR 305E2CR MINI HYDRAULIC EXCAVATOR
2013 8.5' X 24' ENCLOSED TRAILER	CATERPILLAR 289D COMPACT TRACK LOADER
2015 LARK 8.5' X 16' TRAILER	CATERPILLAR 289D COMPACT TRACK LOADER
2016 LARK 8.5' X 30' TRAILER	CATERPILLAR 289D COMPACT TRACK LOADER
2016 LARK 8.5' X 16' TRAILER	CATERPILLAR 2P5000 LIFT TRUCK (FORKLIFT)
2017 BIG TEX LARK VT 8.5' X 30' TRAILER	GENIE GTH844 FF TELEHANDLER
2017 LARK 8.5' X 30' TRAILER	GENIE GTH844 FF TELEHANDLER
2017 BIG TEX 70SR-12XL7SIR DUMP TRAILER	ATLAS COPCO HOP059364 AIR COMPRESSOR
2018 LARK 8.5 X 18' CARGO TRAILER	CATERPILLAR 335FLCR HYDRAULIC EXCAVATOR
2019 BIG TEX 30' GOOSENECK TRAILER	KUBOTA RTV-X1140
	KUBOTA RTV-X1140
	KUBOTA RTV-X1140
	CATERPILLAR 930 Loader
	20' CONTAINER
	20' CONTAINER
	20' CONTAINER
	20' CONTAINER
	40' CONTAINER/OFFICE

The team installed two 90' clarifiers with coatings and new equipment. They demolished the existing clarifiers and the chemical building, graded the area, and installed a new chemical building that included four chemical tanks and two new chemical skids. They also installed two precast manholes, one for the new chemical building and one for the new clarifiers. Modifications were made to the existing nitrification tanks, where the team installed new steel header piping, two new mixers, and two new metal weir walls. They built a new splitter box with four weir slide gates and constructed a new scum box for the two clarifiers, installing two submersible pumps in the scum box. New underground and above-ground piping was run to the two new clarifiers and for two future clarifiers. Phase 2 included two additional secondary clarifiers and modifications inside three existing clarifiers to demolish the equipment and install diffuser systems in these basins to create an anoxic tank and a re-aeration basin. A new weir washer system was also included for the four new clarifiers, featuring a booster pump, associated PVC, and weir washer equipment at each clarifier.

SECTION 00301-A

SUBCONTRACTOR & SUPPLIER LIST

Will your firm be doing all the Work with your own forces? Yes ☐ No ☒ (Check yes only if no subcontracting opportunities exist.) If you will be doing portions of the Work with your own forces, list these areas and approximate dollar amount allocated for this Work. List suppliers).

List all proposed subcontractors and suppliers to be used to include company names, contractor license number, contact, addresses, phone numbers, type of work subcontracted (trade/commodity), and dollar amount of work. Provide all information requested. Use additional sheets if necessary.

Submit Update Subcontractor/Supplier List with each progress payment requested. Submit Final Subcontractor/Supplier List with Final Payment Request.

COMPANY NAME, CONTACT ADDRESS, PHONE NUMBER	WORK TO BE PERFORMED (TRADE) OR COMMODITY TO BE SUPPLIED	ESTIMATED DOLLAR AMOUNT
1 CROM CORPORATION 250 S.W. 36TH TERRACE GAINESVILLE, FL 32607 352-372-3436	PRESTRESSED TANK	\$1,400,000
2		
3		
4		
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7		

END OF SECTION

Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station
Federal Grant Funded ARPA Project
ITB #25-002

00301-A

SECTION 00301-A

SUBCONTRACTOR & SUPPLIER LIST

Will your firm be doing all the Work with your own forces? Yes ☐ No ☒ (Check yes only if no subcontracting opportunities exist.) If you will be doing portions of the Work with your own forces, list these areas and approximate dollar amount allocated for this Work. List suppliers).

List all proposed subcontractors and suppliers to be used to include company names, contractor license number, contact, addresses, phone numbers, type of work subcontracted (trade/commodity), and dollar amount of work. Provide all information requested. Use additional sheets if necessary.

Submit Update Subcontractor/Supplier List with each progress payment requested. Submit Final Subcontractor/Supplier List with Final Payment Request.

COMPANY NAME, CONTACT ADDRESS, PHONE NUMBER	WORK TO BE PERFORMED (TRADE) OR COMMODITY TO BE SUPPLIED	ESTIMATED DOLLAR AMOUNT
1 POWER ENGINEERING GROUP 6635 NARCOOSKE RD ORLANDO, FL 32822 407-277-3150	ELECTRICAL EC 0001849	\$260,000
2		
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END OF SECTION

Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station
Federal Grant Funded ARPA Project
ITB #25-002

00301-A

SECTION 00301-A

SUBCONTRACTOR & SUPPLIER LIST

Will your firm be doing all the Work with your own forces? Yes No ✓ (Check yes only if no subcontracting opportunities exist.) If you will be doing portions of the Work with your own forces, list these areas and approximate dollar amount allocated for this Work. List suppliers).

List all proposed subcontractors and suppliers to be used to include company names, contractor license number, contact, addresses, phone numbers, type of work subcontracted (trade/commodity), and dollar amount of work. Provide all information requested. Use additional sheets if necessary.

Submit Update Subcontractor/Supplier List with each progress payment requested. Submit Final Subcontractor/Supplier List with Final Payment Request.

COMPANY NAME, CONTACT ADDRESS, PHONE NUMBER	WORK TO BE PERFORMED (TRADE) OR COMMODITY TO BE SUPPLIED	ESTIMATED DOLLAR AMOUNT
1 R.C. BEACH + ASSOC 625 GRAND CENTRAL ST CLEARWATER, FL 33756 727-248-5965	PUMPS (PATTERSON)	\$110,000
2		
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END OF SECTION

Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station
Federal Grant Funded ARPA Project
ITB #25-002

00301-A

SECTION 00301-A

SUBCONTRACTOR & SUPPLIER LIST

Will your firm be doing all the Work with your own forces? Yes No ✓ (Check yes only if no subcontracting opportunities exist.) If you will be doing portions of the Work with your own forces, list these areas and approximate dollar amount allocated for this Work. List suppliers).

List all proposed subcontractors and suppliers to be used to include company names, contractor license number, contact, addresses, phone numbers, type of work subcontracted (trade/commodity), and dollar amount of work. Provide all information requested. Use additional sheets if necessary.

Submit Update Subcontractor/Supplier List with each progress payment requested. Submit Final Subcontractor/Supplier List with Final Payment Request.

COMPANY NAME, CONTACT ADDRESS, PHONE NUMBER	WORK TO BE PERFORMED (TRADE) OR COMMODITY TO BE SUPPLIED	ESTIMATED DOLLAR AMOUNT
1 McDade Waterworks 6520 HARNEY RD TAMPA, FL 33616 813-740-1144	PIPE, VALVES, + FITTINGS	\$475,000
2		
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END OF SECTION

Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station
Federal Grant Funded ARPA Project
ITB #25-002

00301-A

SECTION 00301-A

SUBCONTRACTOR & SUPPLIER LIST

Will your firm be doing all the Work with your own forces? Yes No ✓ (Check yes only if no subcontracting opportunities exist.) If you will be doing portions of the Work with your own forces, list these areas and approximate dollar amount allocated for this Work. List suppliers).

List all proposed subcontractors and suppliers to be used to include company names, contractor license number, contact, addresses, phone numbers, type of work subcontracted (trade/commodity), and dollar amount of work. Provide all information requested. Use additional sheets if necessary.

Submit Update Subcontractor/Supplier List with each progress payment requested. Submit Final Subcontractor/Supplier List with Final Payment Request.

COMPANY NAME, CONTACT ADDRESS, PHONE NUMBER	WORK TO BE PERFORMED (TRADE) OR COMMODITY TO BE SUPPLIED	ESTIMATED DOLLAR AMOUNT
1 AIR FLOW DESIGNS 250 JASMINE RD CASSELBERRY, FL 32707 407-663-5791	HVAC	\$ 20,000
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END OF SECTION

Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station
Federal Grant Funded ARPA Project
ITB #25-002

00301-A

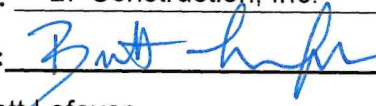
SECTION 00302

COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT
(90-96, LAWS OF FLORIDA)

Bidder hereby acknowledges that all costs for complying with the Florida Trench Safety Act are included in the various items of the bid and in the Lump Sum Total Bid Price shown in Section 00300 - Bid Form, "Schedule of Bid Items". For informational purposes only, Bidder is required to further identify these costs in the summary below.

	Trench Safety Measure (Description)	Unit of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A	TRENCH BOX	LF	300	\$ 100	\$ 30,000
B				\$	\$
C				\$	\$
D				\$	\$
				TOTAL	\$ 30,000

BIDDER: L7 Construction, Inc.

SIGNED: 

BY: Brett Lefever

(Print or type name)

TITLE: President

DATE: 10/28/2024

THIS IS NOT A PAY ITEM: The purpose of this form is to gather information on the costs associated with trench safety measures and to ensure Bidder has considered these costs and included them in the Lump Sum Total Bid price. Contractor will not receive additional payment if actual quantities differ from those estimated or if the Contractor uses a safety measure different than those listed.

(Failure to complete this Form may result in the Bid being declared non-responsive.)

END OF SECTION

Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station
Federal Grant Funded ARPA Project
ITB #25-002

00302-1

SECTION 00303

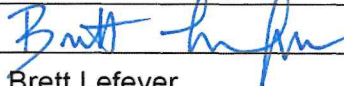
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. In accordance with Florida Statute 287.087, whenever two or more bids that are equal with respect to price, quantity, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have 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: L7 Construction, Inc.

Signed: 

By: Brett Lefever

(Print or Type Name)

Title: President

Date: 10/28/2024

END OF SECTION

Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station
Federal Grant Funded ARPA Project
ITB #25-002

00303-1

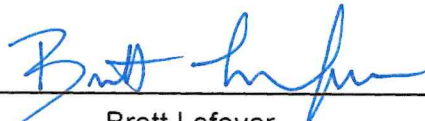
SECTION 00310

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that L7 Construction, Inc. [contractor] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

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

A true and correct copy of L7 Construction, Inc. [contractor] proof of registration in the E-Verify system is attached to this Affidavit.


Print Name: Brett Lefever

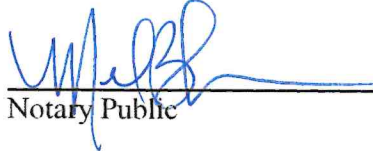
Date: 10/30/24

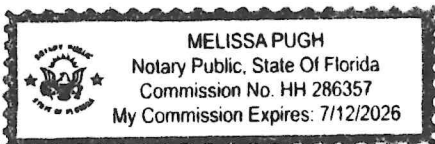
STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30th OCT 2024 (date) by BRETT LEFEVER (name of officer or agent, title of officer or agent) of L7 CONSTRUCTION, INC. (name of contractor company acknowledging), a FLORIDA (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

[Notary Seal]


Notary Public



MELISSA PUGH
Name typed, printed or stamped

My Commission Expires: 07/12/2026

Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station
Federal Grant Funded ARPA Project
ITB #25-002

00310-1

SECTION 00311

SAM.GOV REGISTRATION INFORMATION

In accordance with applicable federal requirements, the City of Ocoee will verify all bidders on SAM.gov (System for Award Management) for federal debarment or suspension exclusions as a responsibility determination. The City of Ocoee requires the successful Bidder to register with Sam.gov, if not already registered, prior to execution of this contract.

Contractor: L7 Construction, Inc.

Unique Entity ID (UEI) number: VLRTENSL6BJ9

CAGE Code: 9NAB3

Physical Address: 275 Hunt Park Cove Longwood, FL 32750

Expiration date of Registration: April 4, 2025



L7 CONSTRUCTION, INC.

Unique Entity ID VLRTENSL6BJ9	CAGE / NCAGE 9NAB3	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Apr 4, 2025	
Physical Address 1705 Alvarado CT Longwood, Florida 32779-2704 United States	Mailing Address 1705 Alvarado CT Longwood, Florida 32779-2704 United States	

Business Information

Doing Business as L7 CONSTRUCTION INC	Division Name (blank)	Division Number (blank)
Congressional District Florida 07	State / Country of Incorporation Florida / United States	URL (blank)

Registration Dates

Activation Date Apr 8, 2024	Submission Date Apr 4, 2024	Initial Registration Date Aug 14, 2023
---------------------------------------	---------------------------------------	--

Entity Dates

Entity Start Date May 18, 2007	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Ocr 28, 2024 08:12:45 PM GMT
<https://sam.gov/entity/VLRTENSL6BJ9/coreData?status=null>

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	Business or Organization	Subchapter S Corporation
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	No

EFT Indicator	CAGE Code
0000	9NAB3

Electronic Funds Transfer

Account Type	Routing Number	Lock Box Number
Checking	*****87	(blank)
Financial Institution	Account Number	
TRUIST BANK	*****72	

Automated Clearing House

Phone (U.S.)	Email	Phone (non-U.S.)
8002265228	(blank)	(blank)
Fax		
(blank)		

Remittance Address

L7 Construction, Inc
275 Hunt Park Cove
Longwood, Florida 32750
United States

Taxpayer Information

EIN	Type of Tax	Taxpayer Name
*****0469	Applicable Federal Tax	L7 Construction Incorporated
Tax Year (Most Recent Tax Year)	Name/Title of Individual Executing Consent	TIN Consent Date
2021	President	Apr 4, 2024
Address	Signature	
1705 Alvarado CT	Brett Lefever	
Longwood, Florida 32779		

Points of Contact

Accounts Receivable POC

♀
Libbey Goltara, Accountant
accounting@L7constructs.com
3219729325

Electronic Business

✎
Brett Lefever, President
BLefever@L7constructs.com
3219729325

Brian Brach, Vice President
BBrach@L7constructs.com
3219729325

275 Hunt Park Cove
Longwood, Florida 32750
United States

275 Hunt Park Cove
Longwood, Florida 32750
United States

Government Business

✎
Brett Lefever, President
BLefever@L7constructs.com
3219729325

Brian Brach, Vice President
BBrach@L7constructs.com
3219729325

275 Hunt Park Cove
Longwood, Florida 32750
United States

275 Hunt Park Cove
Longwood, Florida 32750
United States

Past Performance

✎
Brett Lefever, President
BLefever@L7constructs.com
3219729325

Brian Brach, Vice President
BBrach@L7constructs.com
3219729325

275 Hunt Park Cove
Longwood, Florida 32750
United States

275 Hunt Park Cove
Longwood, Florida 32750
United States

Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	238990	All Other Specialty Trade Contractors

Size Metrics**IGT Size Metrics**

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
\$10,980,000.00	47

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
(blank)	(blank)

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	(blank)	(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.

SECTION 00312

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned, [Company] L7 Construction, Inc. certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, [Company] L7 Construction, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

Brett Lefever, President

Name and Title of Contractor's Authorized Official

END OF SECTION

Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station
Federal Grant Funded ARPA Project
ITB #25-002

00312-1

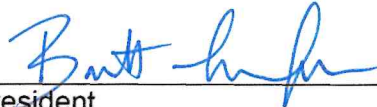
SECTION 00480

NON-COLLUSION AFFIDAVIT

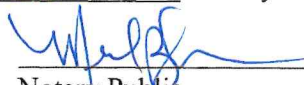
STATE OF FLORIDA
COUNTY OF SEMINOLE

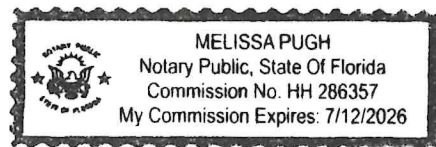
Brett Lefever, being first duly sworn deposes and says:

1. He/She is the President
(Owner, Partner, Office, Representative or Agent)
of L7 Construction, Inc., 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 refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By: 
Title: President

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 30th day of OCTOBER, 2024, by BRETT LEFEVER in the state of FLORIDA County of SEMINOLE.


Notary Public
My Commission Expires: 07/12/2026



END OF SECTION

Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station
Federal Grant Funded ARPA Project
ITB #25-002

00480-1



BID 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 Bid.

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

Acknowledged by:

L7 Construction, Inc.

Firm Name

Brett Lefever

Signature

Brett Lefever, President

Name and Title (Print or Type)

10/28/2024

Date

Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station
Federal Grant Funded ARPA Project
ITB #25-002

00480A-1

SECTION 00481

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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.

Note:

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

Date OCTOBER 29, 2024

By: Brett Lefever

President

(Title)

Official Address (including Zip Code):

275 Hunt Park Cove Longwood, FL 32750

ATTACH AND INCLUDE AS PART OF BID FORM; FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION OF YOUR BID.

END OF SECTION

SECTION 00482

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the City of Ocoee, Florida by L7 Construction, Inc.
(Entity)
by Brett Lefever, President
(Print individual's Name & Title)
whose business address is 275 Hunt Park Cove Longwood, FL 32750

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material representation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement I have marked below is true in relation to the entity submitting this sworn statement. (please indicate which statement applies).

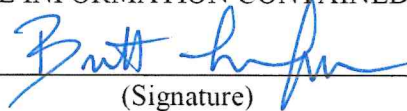
X

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID FOR A PERIOD OF ONE YEAR. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(Signature)

Date: 10/28/2024

L7 Construction, Inc.

Name of Bidder (Contractor)

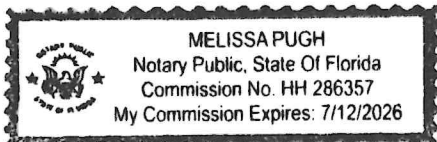
Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station
Federal Grant Funded ARPA Project
ITB #25-002

00482-2

STATE OF FLORIDA

COUNTY OF SEMINOLE

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 28th day of OCTOBER, 2024 by BRETT LEFEVER affixed his/her signature in the place provided above on this 28th day of OCTOBER, 2024.



Notary Public [Signature]
My Commission Expires: 07/12/2026

END OF SECTION

SECTION 00483

CERTIFICATION OF NONDISCRIMINATORY LABOR PRACTICES

This certification relates to a construction contract proposed by the City of Ocoee.

Equal Opportunity Employment: The Contractor shall not discriminate on the basis of race, color, national origin, gender, age, handicapped status, veteran status, and/or religion in performing the work governed by this contract. The City is an Equal Opportunity Employer (EOE) and as such encourages all contractors to comply with EOE regulations. Any subcontract the Contractor may enter into shall include this clause with the same degree of application being encouraged.

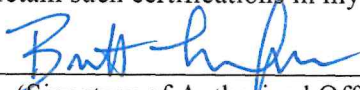
I am the undersigned prospective construction contractor or subcontractor. I certify that:

- (1) I have ✓ I have not _____ participated in a previous contract or subcontract subject to the Equal Opportunity Clause and
- (2) if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause, I have _____ I have not ✓ filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

I understand that, if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause and have failed to file all reports due under the applicable filing requirements, I am not eligible, and will not be eligible, to have my bid or offer considered, or to enter into the proposed contract or subcontract, unless and until I make an arrangement regarding such reports that is satisfactory to the office where the reports are required to be filed.

I agree that I will obtain identical certifications from prospective lower-tier sub-contractors when I receive bids or offers or initiate negotiations for any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

Date OCT 29, 2024.

By: 
(Signature of Authorized Official)

L7 Construction, Inc.

(Name of Construction Contractor or Subcontractor)

275 Hunt Park Cove

(Address of Construction Contractor or Subcontractor)

321-972-9325

(Telephone Number)

26-0210469

(Employer Identification No.)

END OF SECTION

Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station
Federal Grant Funded ARPA Project
ITB #25-002

00483-1

SECTION 00484

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: L7 Construction, Inc.

By: 
(Authorized Signature)

Printed Name and Title: Brett Lefever, President

Date: 10/28/2024

END OF SECTION

Company ID Number: 777472

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	L7 Construction, Inc.
Company Facility Address	275 Hunt Park Cove Longwood, FL 32750
Company Alternate Address	
County or Parish	SEMINOLE
Employer Identification Number	260210469
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

LEFEVER, BRETT MICHAEL

L7 CONSTRUCTION INC
275 HUNT PARK COVE
LONGWOOD FL 32750

LICENSE NUMBER: CGC1514056

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com



ISSUED: 07/01/2024

Do not alter this document in any form.

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

State of Florida

Department of State

I certify from the records of this office that L7 CONSTRUCTION, INC. is a corporation organized under the laws of the State of Florida, filed on May 18, 2007, effective May 18, 2007.

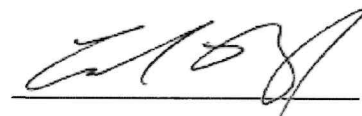
The document number of this corporation is P07000059933.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 9, 2024, 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 Ninth day of February, 2024*




Secretary of State

Tracking Number: 3353119047CC

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

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

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) L7 Construction, Inc	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 275 HUNT PARK COVE	Requester's name and address (optional)
	6 City, state, and ZIP code LONGWOOD, FL 32750	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
2	6	-	0	2	1	0	4	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 7/17/24
------------------	--	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/4/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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: Reina Gonzalez	
LRA Insurance		PHONE (A/C No. Ext): (407) 838-3445	FAX (A/C No): (407) 838-3460
P.O. Box 948173		E-MAIL ADDRESS: rgonzalez@lrainsurance.com	
Maitland FL 32794		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Scottsdale Ins. Co.	41297
		INSURER B: Auto Owners Insurance Co.	18988
		INSURER C: Bridgefield Casualty Ins Co	10335
		INSURER D: Colony Ins. Co.	39993
		INSURER E:	
		INSURER F:	
INSURED			
L7 Construction, Inc.			
275 Hunt Park Cove			
Longwood FL 32750			

COVERAGES**CERTIFICATE NUMBER:** 24/25**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	X	Y	VRS0007525	7/11/2024	7/11/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						AGGREGATE \$ 500,000
	☒ OTHER: CYBER LIABILITY			C-4LWN-098567-CYBER-2024	7/11/2024	7/11/2025	
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO			53-938986-00	7/11/2024	7/11/2025	BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							PIP-Basic \$ 10,000
A	☐ UMBRELLA LIAB ☒ EXCESS LIAB	X		VES0004625	7/11/2024	7/11/2025	EACH OCCURRENCE \$ 5,000,000
	☐ OCCUR ☐ CLAIMS-MADE						AGGREGATE \$ 5,000,000
	☐ DED ☐ RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	830-48507	7/11/2024	7/11/2025	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		Y				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	EXCESS LIABILITY / OVER 5M XS			EX04286437	7/11/2024	7/11/2025	EACH OCCURRENCE/AGGREGATE \$4M / \$4M
A	POLLUTION LIABILITY			VRS0007525	7/11/2024	7/11/2025	EACH CLAIM/CLAIMS AGGREGATE \$1M / \$2M

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

RE: ITB #25-002; Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station - ARPA Federal Grant Funded Project

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

CERTIFICATE HOLDER**CANCELLATION**

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

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ACORD 25 (2014/01)

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INS025 (201401)

VIRTUE RISK PARTNERS
VIRTUE PACK
COMMON POLICY CONDITIONS

This endorsement modifies insurance provided under VIRTUE PACK SERVICE BUSINESS PACKAGE POLICY.

Notwithstanding anything contained to the contrary in this VIRTUE PACK Service Business Package Policy, it is hereby agreed that all coverages bound and scheduled in the VIRTUE PACK Service Business Package Policy Declarations or the Contractors Pollution Liability Supplemental Declarations are subject to the following terms and conditions. In the event of a conflict between the provisions of these Common Policy Conditions and any Coverage Part, the provisions of these Common Policy Conditions shall control.

A. LIMITS OF LIABILITY AND DEDUCTIBLE - ALL COVERAGE PARTS

1. With the exception of any defense costs paid under the Commercial General Liability Coverage Part, the General Aggregate Limit Applicable to All Coverage Parts Combined, shown in the Declarations under Item III: Limits of Liability, is the most we will pay for the sum of CLAIMS, CLAIMS EXPENSES, occurrences or damages under all Coverage Parts, Optional Coverages, Supplemental Coverages, and Supplementary Payments under this VIRTUE PACK Service Business Package Policy.
2. If any CLAIM under any Coverage Part of this VIRTUE PACK Service Business Package Policy applies to multiple Coverage Parts, then the General Aggregate Limit Applicable to All Coverage Parts Combined, shown in the Declarations shall be limited to the highest applicable Limit of Liability payable under any one of the applicable Coverage Parts, with the exception of any applicable Excess Liability Coverage.

B. ADDITIONAL INSURED

1. It is understood and agreed that Section II. WHO IS AN INSURED of the Commercial General Liability Coverage Part and Section IV. DEFINITIONS, Paragraph I. INSURED of the Contractors Pollution Legal Liability and Professional Liability Coverage Parts, as applicable, are amended to include ADDITIONAL INSUREDS, but only with respect to liability for "bodily injury," "property damage," "personal and advertising injury" or LOSS caused, in whole or in part, by:
 - a) "your work", YOUR SERVICES, or PROFESSIONAL SERVICES performed for that ADDITIONAL INSURED and included in the "products-completed operations hazard";
 - b) Your acts or omissions in the performance of your ongoing operations for that ADDITIONAL INSURED; or
 - c) The acts or omissions of those acting on your behalf in the performance of your ongoing operations for that ADDITIONAL INSURED.

However:

1. The insurance afforded to such ADDITIONAL INSURED only applies to the extent permitted by law; and
 2. If coverage provided to the ADDITIONAL INSURED is required by a contract or agreement, the insurance afforded to such ADDITIONAL INSURED will not be broader than that which you are required by the contract or agreement to provide for such ADDITIONAL INSURED.
2. With respect to the insurance afforded to any ADDITIONAL INSURED, the following is added to Section III. LIMITS OF INSURANCE of the Commercial General Liability Coverage Part and Section V. LIMITS OF LIABILITY AND DEDUCTIBLE of the Contractors Pollution Legal Liability and Professional Liability Coverage Parts:

If coverage provided to the ADDITIONAL INSURED is required by a contract or agreement, the most we will pay on behalf of the ADDITIONAL INSURED is the amount of insurance:

 - a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance, whichever is less.

It is understood and agreed that for the purposes of this Endorsement the following definition shall apply.

A. ADDITIONAL INSURED means:

1. Any person or entity specifically endorsed onto this Policy as an ADDITIONAL INSURED. If any, such ADDITIONAL INSURED shall maintain only those rights pursuant to this Policy as are specified by endorsement; or
2. Any person or organization the NAMED INSURED is required to name as an additional insured in a written contract or agreement, but only with respect to "your work," YOUR SERVICES or PROFESSIONAL SERVICES performed by or on behalf of the NAMED INSURED for that person or organization. However, such persons or organizations are covered only with respect to "bodily injury," "property damage," "personal and advertising injury," or LOSS arising out of "your work," YOUR SERVICES or PROFESSIONAL SERVICES and are not covered for any "bodily injury," "property damage," "personal and advertising injury," or LOSS arising out of the person's or organization's own liability.

C. EXCLUSIONS

There is no coverage whatsoever under this Policy for any of the following. We will also have no duty to defend the insured against any suit seeking damages to which this insurance does not apply.

1. Cross Suits

Any INJURY or DAMAGE, liability or obligation from any CLAIM initiated, alleged or caused to be brought about by a NAMED INSURED or INSURED against any other NAMED INSURED or INSURED.

This exclusion shall not apply to INJURY, DAMAGE, or CLAIMS brought by any person(s) or organization(s) whom you agree, in a written contract, to name as an ADDITIONAL INSURED, provided such ADDITIONAL INSURED:

- a) is not a parent, subsidiary or affiliate of any NAMED INSURED;
- b) does not have any ownership interest in any NAMED INSURED;
- c) is not owned, operated, controlled, or managed by any NAMED INSURED.

2. Prior Knowledge, Expected or Intended Injury

BODILY INJURY, PROPERTY DAMAGE, ENVIRONMENTAL DAMAGE, POLLUTION CONDITIONS or any LOSS expected or intended, should have been known by, or could have reasonably been expected by any RESPONSIBLE INSURED, to give rise to a CLAIM. This exclusion shall not apply to BODILY INJURY resulting from the use of reasonable force to protect persons or property.

3. Intentional Acts

BODILY INJURY, PROPERTY DAMAGE, ENVIRONMENTAL DAMAGE or any LOSS based upon or arising from any acts of an INSURED which are based upon or otherwise attributed to the INSURED'S intentional, willful, dishonest, fraudulent, malicious, deliberate or knowingly wrongful act, including but not limited to such behavior or non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body prior to or after inception of this Policy, including but not limited to an intentional discharge, seepage, disposal, dispersal, migration, release of any substance that could cause a POLLUTION CONDITION, committed by or at the direction of a RESPONSIBLE INSURED.

This exclusion does not apply to a RESPONSIBLE INSURED that did not commit, participate in, or have knowledge of such an act.

4. Workers' Compensation

Any liability or obligation of any INSURED under any workers compensation, disability benefits, unemployment compensation, employee benefits, pension sharing, ERISA law or any similar federal, state or local law and any amendments thereto.

5. Employment Practices Liability

INJURY OR DAMAGE to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or

- (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of INJURY OR DAMAGE to that person at whom any of the employment-related practices described in paragraphs (1), (2) or (3) above is directed.

This exclusion applies whether the injury-causing event described in paragraphs (1), (2) or (3) above occurs before employment, during employment or after employment of that person.

This exclusion applies:

1. Whether the insured may be liable as an employer or in any other capacity; and
 2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.
6. Employer's Liability
BODILY INJURY to:
1. An EMPLOYEE of any INSURED, their parent, subsidiary or affiliate, arising out of and in the course of employment by any INSURED, their parent, subsidiary or affiliate, or while performing duties related to the conduct of any INSURED'S business or the business of any INSURED's parent, subsidiary or affiliate; and
 2. The spouse, child, parent, brother or sister of that EMPLOYEE as a consequence of Paragraph 5 a. above.

This exclusion applies whether any INSURED may be liable as an employer or in any other capacity and to any obligation of any INSURED to share damages with or repay someone who must pay damages because of such BODILY INJURY. This exclusion does not apply to liability assumed by any INSURED under an INSURED CONTRACT.

7. Related Claims
Any coverage provided under this Policy shall not apply to a CLAIM previously reported to the Company or any CLAIM or CLAIMS EXPENSES involving substantially the same general conditions or allegations that gave rise to any demand as referenced in the application, including any addendum or addenda attached thereto.
8. Injunctive Relief, Fines and Penalties
Any CLAIM seeking injunctive relief or payment for fines or penalties.
9. Project Coverage
Any liability or obligation from any project for which any INSURED is an insured on a separate project-specific policy issued by any insurance company.
10. Unsolicited Communications
Any liability or obligation, including obligations to pay damages or defend any claim or suit by reason of the assumption of liability in an INSURED CONTRACT, from unsolicited communications or allegations of unsolicited communications made by or on behalf of any INSURED.
- Unsolicited communications means any form of communication, distribution, or the transmittal or publication of information or material, including, but not limited to facsimile, electronic mail, postal mail, express mail, telephone, internet or web-based advertisement, instant message, SMS message or text message that the recipient has not specifically requested. Unsolicited communications includes, but is not limited to actual or alleged violations of:
- a. The Telephone Consumer Protection Act (47 U.S.C 227), including any amendment of, or addition to, such statute;
 - b. The Controlling the Assault of Non-Solicited Pornography and Marketing Act (15 U.S.C 7701), including any amendment of, or addition to, such statute; or
 - c. Any other statute, ordinance or regulation relating to the communication, distribution or transmittal of unwanted content, information or material.

11. Access or Disclosure of Confidential or Personal Information

Any liability or obligation arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

12. Cyber Liability

Any liability or obligation arising out of any cyber liability, including but not limited to data breach, spyware, malware, ransomware, phishing, or other electronic system hack or breach.

13. Climate Change

Any liability or obligation arising out of allegations related to global warming or climate change, including but not limited to effects of any naturally occurring or man-made gas, on the earth's climate.

14. Fire Suppression Negligence Exclusion

Any liability or obligation arising out of the NAMED INSURED'S failure to provide safeguards, monitoring or emergency fire suppression equipment, during and up to one hour after performing any operations involving any activity or operation that generates sparks, flames or heat capable of causing combustion.

15. War

Any liability or obligation of any INSURED caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

16. Radioactive Waste

Any liability or obligation for radioactive, toxic or explosive properties of NUCLEAR MATERIAL. This exclusion shall not apply to the INSURED'S work as it relates to remediation and/or decommissioning of nonreactive sites which may contain or have become contaminated with Low-Level Radioactive Waste as defined in the Low-Level Radioactive Waste Policy Act and which is under the regulatory authority of the Atomic Energy Act of 1954, as amended.

17. NUCLEAR EXCLUSION

I. Any obligation:

A. Under any Liability Coverage, to injury, sickness, disease, death or destruction, BODILY INJURY or PROPERTY DAMAGE:

1. With respect to which an INSURED under the Policy is also an INSURED under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an INSURED under any such policy but for its termination upon exhaustion of its limit of insurance; or
2. Resulting from the HAZARDOUS PROPERTIES of NUCLEAR MATERIAL and with respect to which: (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the INSURED is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

- B. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, first aid, to expenses incurred with respect to BODILY INJURY, sickness, disease or death resulting from the HAZARDOUS PROPERTIES of NUCLEAR MATERIAL and arising out of the operation of a NUCLEAR FACILITY by any person or organization.
- C. Under any Liability Coverage, to injury, sickness, disease, death or destruction, BODILY INJURY or PROPERTY DAMAGE resulting from HAZARDOUS PROPERTIES of NUCLEAR MATERIAL, if:
1. The NUCLEAR MATERIAL is at, or has been discharged or dispersed from any NUCLEAR FACILITY owned by, or operated by or on behalf of, an INSURED; or
 2. The NUCLEAR MATERIAL is contained in SPENT FUEL or WASTE and was at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an INSURED; or
 3. The injury, sickness, disease, death or destruction, BODILY INJURY or PROPERTY DAMAGE arises out of the furnishing by an INSURED of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any NUCLEAR FACILITY, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to injury to or destruction of property at such NUCLEAR FACILITY, PROPERTY DAMAGE to such NUCLEAR FACILITY and any property thereat.

As used in this Endorsement:

- A. HAZARDOUS PROPERTIES mean radioactive, toxic or explosive properties.
- B. NUCLEAR FACILITY means:
1. Any NUCLEAR REACTOR;
 2. Any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing SPENT FUEL, or (c) handling, processing or packaging WASTE;
 3. Any equipment or device used for the processing fabricating or alloying of SPECIAL NUCLEAR MATERIAL, if at any time the total amount of such material in the custody of the INSURED at premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any of the combination thereof, or more than 250 grams of uranium 235; or
 4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of WASTE including the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
- C. NUCLEAR MATERIAL means SOURCE MATERIAL, SPECIAL NUCLEAR MATERIAL, or BY-PRODUCT MATERIAL.
- D. NUCLEAR REACTOR means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- E. SOURCE MATERIAL, SPECIAL NUCLEAR MATERIAL, and BY-PRODUCT MATERIAL have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- F. SPENT FUEL means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a NUCLEAR REACTOR.
- G. WASTE means any waste material: (a) containing BY-PRODUCT MATERIAL other than the tailings or waste produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its SOURCE MATERIAL content, and (b) resulting from the operation by any person/organization of any NUCLEAR FACILITY included in the first two paragraphs of NUCLEAR FACILITY.

With respect to injury to or destruction of property, the word injury or the word destruction includes all forms of radioactive contamination of property. PROPERTY DAMAGE also includes all forms of radioactive contamination of property.

D. GENERAL CONDITIONS

1. **Actions Against Company:** No action shall lie against the Company unless, as a condition precedent thereto, each INSURED has fully complied with all of the provisions of this Policy, or until the amount of the INSURED'S obligation to pay shall have been finally determined either by written agreement of the INSURED or by judgment against the INSURED after actual trial and appeal has been concluded.

Any person, organization or legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the Company as a party to any action against the INSURED to determine the INSURED liability, nor shall the Company be impleaded by the INSURED or his legal representative.
2. **Additional Premiums:** If, during this POLICY PERIOD, an increase in the risk or hazards covered hereunder occurs, the Company shall have the right to charge the appropriate additional premium.
3. **Assignment:** This Policy may not be assigned and shall be void if assigned or transferred without prior written consent of the Company.
4. **Bankruptcy or Insolvency:** Bankruptcy or Insolvency of the INSURED or of the INSURED estate shall not relieve the Company of any of its obligations hereunder.
5. **Cancellation:** This Policy may be cancelled by the NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing written notification stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the Company for any reason, by mailing to the NAMED INSURED at the address shown in the Policy, written notification not less than 60 days (10 days for nonpayment of premium) thereafter such cancellation shall be effective. Proof of mailing of such notification shall be sufficient proof of notification. The time of surrender or the effective date and hour of cancellation stated in the notification shall become the end of the POLICY PERIOD. Delivery of such written notification either by the NAMED INSURED or by the Company shall be equivalent to mailing. If the NAMED INSURED cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation. The Company shall be entitled to cancel for non-payment of premium should monies, including, but not limited to premium, fees, or deductibles, be owed on any current or past policy by any NAMED INSURED to the Company. The Company shall be entitled to retain any unearned premium toward such monies owed.
6. **Changes:** Notification to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.
7. **Choice of Law:** The policy shall be governed and construed in accordance with the laws of the State of New York, without giving effect to conflict of law rules.
8. **Coverage Territory.** This Policy applies to CLAIMS made:
 - a. In the United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph 1 above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - i. Goods or products made or sold by the INSURED in the territory described in Paragraph a. above; or ii. The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business.provided the insured's responsibility to pay damages is determined in a CLAIM on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

9. **Declarations and Representations:** By acceptance of this Policy, the NAMED INSURED agrees that the statements contained in the Application for insurance, all supplemental materials, CLAIM information and any other information including submitted to the Company, including but not limited to the aforementioned, are accurate and complete at the time such information was reported. All submitted information comprise the INSURED'S agreements and representations, and knowledge that this Policy is issued in reliance upon the truth of such representations and that this Policy Declarations, Provisions, and Endorsements embody all agreements existing between all INSUREDS and the Company and supersede any prior express or implied agreements relating to this Policy.

The NAMED INSURED acknowledges and agrees that the Application and any other information submitted by the NAMED INSURED is incorporated into, and is part of, this Policy. The NAMED INSURED also acknowledges and agrees that the representations and warranties contained in the Application or in any other information submitted by the NAMED INSURED in an effort to procure this Policy, are complete, true and correct and that the Company issued this Policy in specific reliance upon the representations and warranties contained in the Application and in any other information submitted by the NAMED INSURED.

10. **Independent Counsel:** In the event the INSURED is entitled by law to select independent counsel to defend the INSURED at the Company's expense, the attorney fees and all other litigation expenses the Company must pay to that counsel are limited to the rates the Company actually pays to counsel the Company retains in the ordinary course of business in the defense of a similar CLAIM or in the community where the CLAIM arose or is being defended.

Additionally, the Company may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency, including experience in defending CLAIMS similar to the one pending against the INSURED and to require such counsel to have errors and omissions insurance coverage. As respects any such counsel, the INSURED agrees that counsel will timely respond to the Company's requests for information regarding the CLAIM. Furthermore, the INSURED may at any time, by its signed consent, freely and fully waive its right to select independent counsel.

11. **Inspection and Audit:** Any of the Company's authorized representatives shall have the right and opportunity, but not the obligation, when the Company so desires, to interview persons employed by the INSURED and to inspect at any reasonable time, during the POLICY PERIOD or thereafter, the INSURED'S premises, equipment, operations, COVERED LOCATIONS and all improvements, structures, products, ways, works, machinery and appliances thereon; but neither the Company nor its representatives shall assume any responsibility or duty to the INSURED or to any other party, person or entity, by reason of such right or inspection. Neither the Company's right to make inspections, nor the actual undertaking thereof nor any report thereon shall constitute an undertaking on behalf of the INSURED or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practices or are in compliance with any law, rule or regulation. The NAMED INSURED agrees to provide access to appropriate personnel to assist the Company's representatives during any inspection. The Company shall also have the right to examine or audit any financial records of the NAMED INSURED to inspect for accuracy in reporting income or revenue as represented and warranted in the Application. Premium audits may be processed as a result of such inspection, after any policy expires or is terminated. Premium adjustment calculations shall determine additional premiums due, if any, and shall not result in any mid-term downward adjustment of premium.

12. **Material Change in Risk:** The INSURED must endeavor to notify the Company, in writing, of any change in operations which materially increases the risk from that originally assumed by the Company at Policy inception. Any failure by the INSURED to notify the Company may void all additional risk presented to the Company, if that failure to notify the Company presents additional exposure that the company has not had the opportunity to assess or receive due consideration for. The Company reserves the right to rescind all coverage offered under this policy, accordingly.

13. **Mediation and Deductible Credit:** If the INSURED and the Company agree to use Mediation to resolve a covered CLAIM, and is completely resolved by such Mediation, the INSURED's Deductible obligation will be reduced by 75%, subject to a maximum monetary reduction of \$35,000. For the purpose of this paragraph, Mediation means a non-binding process where a neutral panel of individuals assist the parties to reach their own settlement. When this occurs, we will reimburse the NAMED INSURED as soon as practical for any qualifying deductible amount which was already paid by the NAMED INSURED prior to the Mediation.
14. **Minimum Earned Premium:** If this Policy is cancelled at the request of any NAMED INSURED, the total retained by the Company shall not be less than 25.00%.
15. **Nonrenewal:** The Company may non-renew this Policy by mailing or delivering to the NAMED INSURED at the address stated on the Declarations Page, or any endorsement amending the Declarations Page, written notice of nonrenewal at least sixty (60) days before the expiration date of this Policy. The offer of Policy terms, conditions or premium different than those in effect prior to renewal, shall not constitute non-renewal.
16. **Other Insurance:**
Commercial General Liability Coverage Only:
- a. **Primary Insurance:** This insurance is primary except when b. below applies.
 - b. **Excess Insurance:**
 - (1) This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
 - (d) If the loss arises out of the maintenance or use of aircraft, "auto" or watercraft to the extent not subject to Exclusion g. of Coverage A (SECTION I); or
 - (e) That is valid and collectible insurance available to you under any other policy.
 - (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
 - (3) When this insurance is excess over other insurance, we will pay only the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all other insurance.
- If a loss occurs involving two or more policies, each of which states that its insurance will be excess, then our policy will contribute on a pro rata basis.

All Other Coverage Parts except the Environmental Impairment Liability Coverage Part: If any part of either LOSS or CLAIMS EXPENSE are covered under this Policy and any other valid and collectible current, prior or subsequent Policy(ies) issued by any other insurer, this Policy shall provide coverage for such LOSS or CLAIMS EXPENSE on a pro rata basis with such other policy according to the applicable Limits of Liability of the applicable Coverage Part and such other policy. This coverage shall apply on an excess basis over any and all Project Specific Policies.

This insurance shall in no way be increased or expanded as a result of the receivership, insolvency, or inability to pay of any insurer with respect to both the duty to indemnify and the duty to defend. This also applies to the INSURED while acting as a self-insured for any coverage. The INSURED shall promptly upon the request of the Company provide the Company with copies of all policies potentially applicable against the liability to which this Policy applies.

The Company's obligation to make any payment for TRANSPORTATION shall be on an excess and non-contributory basis over any other primary and excess insurance available to the INSURED, whether collectible or not.

17. **Primary Non-Contributory:** Except as otherwise specified herein, this Policy shall be considered primary to any similar insurance held by third parties with respect to "your work," YOUR SERVICES and PROFESSIONAL SERVICES performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which person(s) or organizations(s) as referenced above may have, is excess and non-contributory to this insurance.
18. **Severability:** Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this Policy to the NAMED INSURED, this insurance applies as if each NAMED INSURED were the only NAMED INSURED and separately to each INSURED against whom a CLAIM is made. Notwithstanding the foregoing, where no coverage is afforded under this policy to the NAMED INSURED, no coverage is afforded to any INSURED under this policy.
19. **Sole Agent:** The NAMED INSURED first listed in the Declarations shall be deemed agent of, and act on behalf of, all other INSUREDS, if any, with respect to all matters involving this policy, including the payment or return of premium, payment of all deductibles, receipt and acceptance of any endorsement issued to form a part of the Policy, giving and receiving notification of cancellation or non-renewal, and the exercise the Policy of the rights provided in the Extended Reporting Period clause, if applicable. The Company shall have the right to seek indemnification from any INSURED or any other person who may be legally liable for the debts of the NAMED INSURED.
20. **Transfer or Recovery Rights:** If the Company pays any amount or incurs CLAIM EXPENSE under this Policy, the Company shall be subrogated to the rights of recovery of each INSURED, against any person, firm or organization. All INSUREDS shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights, including without limitation, assignment of the INSURED rights against any person or organization on account of which the Company made payment or incurred coverage expense under this Policy. The INSURED shall do nothing to waive or prejudice such rights either prior or subsequent to any CLAIM.
21. **Transfer of the NAMED INSURED'S Rights and Duties:** The NAMED INSURED'S rights and duties under this policy may not be transferred without the Company's written consent except in the case of death of an individual NAMED INSURED. If an individual NAMED INSURED dies, their rights and duties will be transferred to the NAMED INSURED'S legal representative, but only while acting within the scope of duties as the NAMED INSURED'S legal representative. Until the NAMED INSURED'S legal representative is appointed, anyone having proper temporary custody of the NAMED INSURED'S property will have the NAMED INSURED'S rights and duties, but only with respect to that property.
22. **Waiver of Subrogation:** The Company waives any right of recovery it may have against any person(s) or organization(s) to whom the NAMED INSURED agrees, in a written contract, to provide a waiver of subrogation because of payments the Company makes for injury or damage arising out of the YOUR SERVICES done under a contract with that person or organization. This status exists only for the project specified in that contract. Under no circumstances shall this provision act to extend the policy period, change the scope of coverage, or increase the Aggregate Limits of Insurance scheduled in the VIRTUE PACK Service Business Package Policy Declarations or in any Supplemental Declarations. This paragraph shall not apply to the Environmental Impairment Liability Coverage Part.

23. Claim and Loss Apportionment. If a Claim made against an Insured includes both covered and uncovered allegations, or is made against an Insured and others not insured, the Insured and the Company recognize that there must be an allocation between covered and uncovered Claim Expenses and Loss payments, if any. The Insured and the Company shall use good faith efforts to agree upon a fair allocation between covered and uncovered Claims, Claim Expenses, and Loss taking into account the relative legal and financial exposures, and the relative benefits obtained in connection with the defense and/or settlement of the Claim by the Insured or others.
- a. If the Insured and the Insurer are unable to agree on the amount of the allocation, then the Company shall pay only those amounts (excess of the Deductible) which the Company deems to be fair and equitable until a different amount shall be agreed upon or determined pursuant to the terms of this Policy.
 - b. The Company may advance Claims Expenses and or Loss and pursuant to this paragraph prior to the final disposition of any such Claim, provided such Claim is covered by this Policy. Any such advance shall be on the condition that:
 - (1) the appropriate Deductible has been satisfied; and
 - (2) any amounts advanced by the Company shall serve to reduce the Limit of Liability stated in the Declarations to the extent they are not in fact repaid; and
 - (3) the Insured and the Company have agreed upon the portion of the Claims Expenses or Loss attributable to covered Claims against the Insureds; provided, however, if no agreement, the Company shall pay Costs of Defense as specified herein; and
 - (4) in the event it is finally established that the Company has no liability under the Policy for such Claim, the Insured will repay the Company all Claims Expenses and/or Loss advanced by virtue of this provision.

All other policy terms and conditions shall remain the same.

PLEASE READ THIS ENDORSEMENT CAREFULLY AND COMPLETELY. THIS ENDORSEMENT CHANGES THE POLICY. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation Applies

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

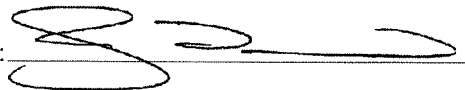
Date Prepared: May 7, 2024

Carrier: Bridgefield Employers Insurance Company

Effective Date of Endorsement: July 11, 2024

Policy Number: 830-48507

Countersigned by:

A handwritten signature in black ink, appearing to be "S. J. [unclear]", written over a horizontal line.

Insured: L 7 Construction, Inc.

WC 00 03 13 (Ed. 4-84)

"Includes copyright material of the National Council on Compensation Insurance, Inc. used with its permission. Copyright 1984 NCCI"

BID BOND

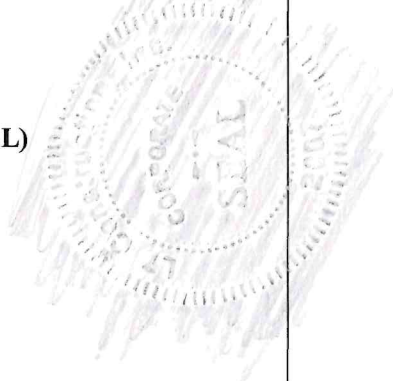
- 3.2 All bids are rejected by Owner, or
- 3.3 Owner fails to issue a Notice of Intent to Award to Bidder within ninety (90) days from the time and date fixed for the opening of Bids (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 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 are 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.

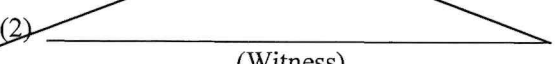
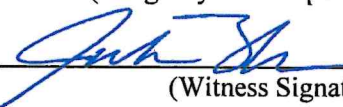
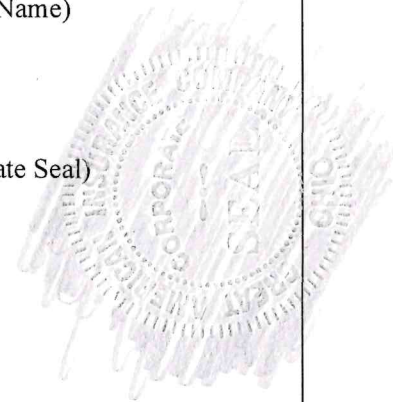
BIDDER:	Strike out (X) non-applicable signature blocks and complete applicable block. All signatures must have their names printed or type below their signature.
---------	--

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)	(1) _____ (Witness)
_____ (General Partner's Signature)	(2) _____ (Witness)
_____ (General Partner's Name)	(SEAL)
_____ (Business Address)	
_____ (Telephone No.) _____ (Florida License No.)	

If Bidder is CORPORATION , complete this signature block.	
<u>L7 Construction, Inc.</u> (Corporation Name) <u>Florida</u> (State of Incorporation) By: <u>Brett Lefever</u> (Name of Person Authorized to Sign - See Note 1) <u>President</u> (Title)  (Authorized Signature) <u>Brett Lefever</u> (Corporation President) <u>275 Hunt Park Cove Longwood, FL 32750</u> (Business Address) <u>321-972-9325</u> <u>CGC1514056</u> (Telephone No.) (Florida License No.)	(1) <u>Brittany Antonellis</u> (Witness) <u>Brittany Antonellis</u> (2) <u>Melissa Pugh</u> (Witness) <u>MELISSA PUGH</u> (SEAL) 

SURETY

<u>Great American Insurance Company</u> (Surety Business Name) <u>301 E 4th Street</u> <u>Cincinnati, OH 45202</u> (Principal Place of Business) By: <u></u> (Surety Agent's Signature - See Note 2) <u>Jessie Sloan</u> (Surety Agent's Name) <u>Attorney-In-Fact & Florida Licensed Resident Agent</u> (Surety Agent's Title) <u>JCA Surety Group, LLC</u> (Business Name of Local Agent for Surety) <u>123 Zelma Street, Suite A</u> <u>Orlando, FL 32803</u> (Business Address) <u>(321) 800-6594</u> <u>110524Ocoee</u> (Telephone No.) (Bond No.)	Witness: (If agency is not a Corporation) (1) <u></u> (Witness) (2) <u></u> (Witness) Attest: (If Agency is a Corporation) <u></u> (Witness Signature) <u>Jorge L. Bracamonte</u> (Witness Name) (Corporate Seal) 
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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

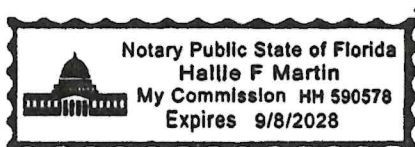
STATE OR COMMONWEALTH OF Florida)

COUNTY OR CITY OF Orange)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of November, 2024 by Jessie Sloan as Attorney-in-Fact, who is personally known to me or who has produced N/A as identification on behalf of Great American Insurance Company, a Ohio Corporation, (Surety Company) (State) which executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said Great American Insurance Company were affixed by order and authority of said (Surety Company)

Company's Board of Directors, and that the execution of the attached bond is the free act and deed of Great American Insurance Company. (Surety Company)

Given under my hand and seal this 5th day of November, 2024.



Hallie F. Martin (Notary Public)

My Commission Expires 09/08/2028

END OF SECTION

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 21494

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JORGE BRACAMONTE	ALL OF	ALL
JESSIE SLOAN	ORLANDO, FLORIDA	\$100,000,000
KARLA YVONNE TOMASZEWSKI		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of JANUARY, 2022.

Attest

GREAT AMERICAN INSURANCE COMPANY



Steph C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 18TH day of JANUARY, 2022, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

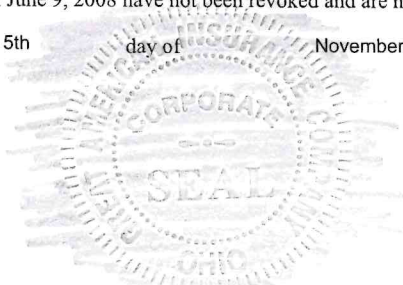
RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 5th day of November, 2024.



Steph C. B.

Assistant Secretary

CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement is entered into by and between L7 Construction, Inc.
(hereinafter "Recipient") and the City of Ocoee (hereinafter "City").

RECITALS

WHEREAS, City needs to disseminate certain building plans, blueprints, specifications, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a water treatment facility ("design information"), in order for it to be designed and constructed pursuant to **ITB #25-002 Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station - Federal Grant Funded ARPA Project** (the Project); and

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

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

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

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

Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station
Federal Grant Funded ARPA Project
ITB #25-002

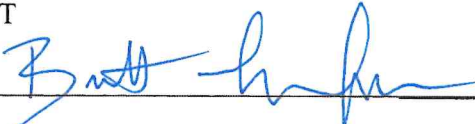
Recipient's authorized use of the design information for the purposes of submitting a response to the bid solicitation.

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

4. Recipient agrees that all design information shall remain the property of City. Recipient shall submit to the City, not later than thirty (30) days after bid opening, a list that includes the name and address of all entities or persons that the design information was disclosed to by Recipient; or, in the case of a designer, not later than thirty (30) days after the project is finally completed.

Dated this 31 day of October, 2024

RECIPIENT

Signed: 

Print Name: Brett Lefever

Title: President

Company: L7 Construction, Inc.

Address: 275 Hunt Park Cv Longwood, FL 32750

Phone No: 321-972-9325

Date: 10/31/24

From: [Brett Lefever](#)
To: [Hopper, Shannon](#); [Brett Lefever](#)
Subject: Re: City of Ocoee ITB 25-002 - Request for Missing Form and Original Bid Bond
Date: Friday, November 8, 2024 11:48:07 AM
Attachments: [image001.png](#)
[L7 Confidential Disclosure.pdf](#)

Shannon,

Good morning, please find the attached requested document. We are not sure what happened in the scan/upload process as we had it as a part of our package.

Let me know if you need anything additional.
Thank you,

Brett Lefever
321-972-9325 Office
407-760-7694 Cell
blefever@L7constructs.com



From: Hopper, Shannon <SHopper@occoee.org>
Date: Friday, November 8, 2024 at 11:21 AM
To: Brett Lefever <blefever@l7constructs.com>
Subject: City of Ocoee ITB 25-002 - Request for Missing Form and Original Bid Bond

Good morning, Brett:

Re.: ITB #25-002 Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station - ARPA Federal Grant Funded Project

The Confidential Disclosure Agreement form attached to Addendum 01 was missing from L7's bid package. Please email the completed form to me on or before 12:00 p.m. on Monday, November 10th.

If you have not already, this is a reminder to send or hand deliver the original Bid Bond to me at the address below.

Thank you!
Shannon

[Shannon Hopper, CPPB](#)
Purchasing Technician II

City of Ocoee

1 N. Bluford Avenue

Ocoee, FL 34761

☎PH: 407-905-3100 x 1524

✉E-mail: shopper@ocoe.org

Website: https://link.edgepilot.com/s/8f2aca17/is08zZyQh0SHe_25tI_ZKg?u=http://www.ocoe.org/

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

STAFF REPORT

Meeting Date: November 19, 2024
Item #: 12

Contact Name: Kiel Gajadhar
Contact Number: Ext. 6005

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Approval of FY 2024-2025 Budget Vehicle Purchases. (Assistant Public Works Director Gajadhar)

Background Summary: The City traditionally purchases vehicles through various competitively bid annual contracts. Public Works has researched pricing and has found the Bradford County Sheriff and Florida Sheriff's Association contracts provide the lowest competitively bid pricing for vehicles utilizing competitively bid contracts. Bradford County continuing contract #BCSO2019-01 also provided the most competitive pricing for the Police Department vehicle upfitting through Dana Safety Supply, Inc. The following vehicles and upfitting are incorporated into the approved budget for purchase through these contracts:

- 2 - Ford Bronco Sport @ \$28,998.81 = \$57,997.61 (Police - 2 New).
- 1 - Dodge Charger @ \$35,071 (Police - 1 Replacement).
- 1 - Dodge Durango @ \$40,935 (Police - 1 Replacement).
- 1 - Upfitting for the above Police Dodge Durango @ \$3,346.21.
- 1 - Ford Ranger Supercrew @ \$33,013 (Police - 1 Replacement).
- 1 - Upfitting for the above Police Ford Ranger @ \$3,577.22.

Public Works recommends approval to purchase the above vehicles and upfitting based on published pricing for the 2024/2025 term contracts from Bradford County Sheriff and the Florida Sheriff's Association.

Issue:

Should the Honorable Mayor and City Commissioners approve the acquisition of the budgeted 2024/2025 vehicle and upfitting purchases?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the acquisition of the above vehicles and upfitting from Bradford County Sheriff and the Florida Sheriff's Association contracts, and authorize the City Manager and staff to approve changes to the vehicle orders up to the limit of his purchasing authority and up to the budget amount for any change order.

Attachments:

1. Proposal - Bronco Sport
2. Proposal - Dodge Charger
3. Proposal - Dodge Durango

4. Upfitting - Dodge Durango
5. Proposal - Ford Ranger
6. Upfitting - Ford Ranger

Financial Impacts:

The vehicles and upfitting are adequately funded in the 2024/2025 Department budgets.

Type of Item: Consent



10/1/24

Duval Ford
Bambi Darr
(Work) 904-381-6596
Bambi.Darr@duvalfleet.com
405 Lane Ave N
Jacksonville, FL 32254

Labor Hours. \$90/ Hr

Section One: VEHICLE

Section 4: FINAL DELIVERY

TOTAL QUANTITY	2	TOTAL PURCHASE \$	57,997.61
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Dealer: F24081

Page: 1 of 1

Ord Code: 200A Cust/Flt Name: OCOEE PO Number:

RETAIL	DLR INV	RETAIL	DLR INV
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R9B	BRONCO SPT BIG	\$29995	\$29245.00	B4A	NET INV FLT OPT	NC	\$7.00
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.105.1" WB	DEST AND DELIV	1595	1595.00
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M7	CARBONIZED GRAY	TOTAL BASE AND OPTIONS	31590	29674.08
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Q	CLOTH-CLEAN MAT	TOTAL	31590	29674.08
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W ROAST *THIS IS NOT AN INVOICE*

200A ORDER CODE

99N .1.5L ECOBOOST NC NC

448	.8-SPD AUTO TRAN	NC	NC
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T7Q 225/65 R17 A/S NC NC

425 50 STATE EMISS NC NC

64T 17" CARB GLOSS NC NC

FLEET SPCL ADJ NC (355.00)

SP FLT ACCT CR (825.00)

FUEL CHARGE	7.08
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F1=Help F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QD04863

Woody Folsom CDJR of Douglas

Date: 10/16/2024

Salesperson: Wes Bunyard

Manager: Wes Bunyard

FOR INTERNAL USE ONLY

BUSINESS NAME	OCOEE POLICE DEPARTMENT	Home Phone :
CONTACT	DEPUTY CHIEF VINCENT OGBURN	
Address :	646 OCOEE COMMERCE PKWY OCOEE, FL 34761-2918ORANGE	Work Phone : (407) 905-3100
E-Mail :	CMCKINSTRY@OCOEE.ORG	Cell Phone :

VEHICLE				
Stock # :	CD043038	New / Used : New	VIN : 2C3CDXAT0PH533754	Mileage: 27
Vehicle :	2023 Dodge Charger		Color :	White Knuckle C
Type :	Police 4dr Rear-Wheel Drive SedanLDDE48			
Body Size :	Style :	Weight :	4230	Unit Class :
Market Value Selling Price				35,071.00
Balance				35,071.00

Customer Approval: _____ Management Approval: _____
By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

Per Florida Sheriff's Association Contract FSA24-VEL32.0: Pursuit, Admin and other Vehicles

Woody Folsom CDJR of Douglas

Date: 10/2/2024
Salesperson: Wes Bunyard
Manager: Wes Bunyard

FOR INTERNAL USE ONLY

BUSINESS NAME	OCOEE POLICE DEPARTMENT	Home Phone :
CONTACT	DEPUTY CHIEF VINCENT OGBURN	
Address :	646 OCOEE COMMERCE PKWY	Work Phone : (407) 905-3100
	OCOEE, FL 34761-2918	
	LAKE CO	
E-Mail :	CMCKINSTRY@OCOEE.ORG	Cell Phone :

VEHICLE

Stock # :	locRC185287	New / Used :	New	VIN :	1C4RDJAG2RC185287	Mileage:	78
Vehicle :	2024 Dodge Durango			Color :	Black		
Type :	SXT 4dr All-Wheel Drive						
Body Size :	Style :		SXT		Weight :	Unit Class :	
Market Value Selling Price						43,715.00	
Rebate						2,930.00	
Adjusted Price						40,785.00	
Destination Charge						150.00	
Total Purchase						40,935.00	
GATAVT						.00	
Balance						40,935.00	

Customer Approval: _____

Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

FSA24-VEL32.0: Pursuit, Admin & Other Vehicles Item 202 contract Price \$41625.75, Price Adjusted for model down from Pursuit to SXT package.

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	551270-A
Customer No.	OCOE

Bill To

OCOE PD
646 OCOE COMMERCE PKWY
ATT: DC MCKINSTRY
OCOE, FL 34761
United States

Ship To

DSS ORLANDO
INSTALL / OCOE PD
FL

Contact: DEP CHEIF MCHINSTRY
Telephone: 4079053160
E-mail: CMCKINSTRY@OCOE.ORG

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/08/24	GROUND FREIGHT NON		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By		Resale Number
Charlie Schwarz		Charlie Schwarz-Orlando		DC MCKINSTRY		58-00094593-54C
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
0	0	N	VEHICLE VEHICLE - SEE SPECS BELOW Warehouse: ORLAN LIST ALL VEHICLE INFO - TO INCLUDE DEALER PROVIDING VEHICLE IF REQUIRED YEAR: 2024 MAKE: DODGE MODEL: DURANGO ETSA461HPP		0.0000	0.00
1	1	N	SOI, 400 SERIES HH REMOTE SIREN, 100WATT Warehouse: ORLAN PUSH BUTTON 1 REAR 2 RED/AMBER 3 ADD WHITE		347.1000	347.10
1	1	N	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: ORLAN 100J series composite speaker w/ universal bail brkt-100 watt		144.0000	144.00

Print Date	10/08/24
Print Time	11:28:02 AM
Page No.	1

Printed By: Charlie Schwarz

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	551270-A
Customer No.	OCOE

Bill To

OCOE PD
646 OCOE COMMERCE PKWY
ATT: DC MCKINSTRY
OCOE, FL 34761
United States

Ship To

DSS ORLANDO
INSTALL / OCOE PD
FL

Contact: DEP CHEIF MCHINSTRY
Telephone: 4079053160
E-mail: CMCKINSTRY@OCOE.ORG

Contact:
Telephone:
E-mail:

Quote Date		Ship Via		F.O.B.		Customer PO Number		Payment Method		
10/08/24		GROUND FREIGHT NON		QUOTED FREIGHT				NET30		
Entered By			Salesperson			Ordered By			Resale Number	
Charlie Schwarz			Charlie Schwarz-Orlando			DC MCKINSTRY			58-00094593-54C	
Order Quantity	Approve Quantity	Tax	Item Number / Description					Unit Price	Extended Price	
1	1	N	MISC SOI ENRLB01KDU-0QF, NROADS 48" R/A LIGHTBAR W TD DURAG Warehouse: ORLAN R/A CANDY CANE QSF044953 48"/122cm 10-16 VOLT NROADS LED LIGHTBAR W/ 15' DSC TECHNOLOGY /S12/S06 S06 W06 W06 S06 S06\S12\ /RED/ AMB RED W06 W06 AMB RED \AMB\ A --GRT-- --GRT--- --GRT--- O--GRT-- A A --CLR-- --CLR--- --CLR--- O--CLR-- A \S12\ S06 S06 S06 S06 S06 S06/ /S12/ \RED\ AMB RED AMB RED AMB RED AMB/ Material - Lexan [12 12] Accessories - PNFLBSPLT1 Mount - Standard Fixed Height Mount (PNFLBK08) & Extension Plate (PNFLBKXT) Hook - PNFLBF14 Vehicle - Dodge Durango (2018-23)					935.3800	935.38	
2	2	N	EMPS2001N-K SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/AMB Warehouse: ORLAN 2 MOUNTED IN THE GRILL					104.7100	209.42	

Print Date	10/08/24
Print Time	11:28:02 AM
Page No.	2

Printed By: Charlie Schwarz

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	551270-A
Customer No.	OCOEE

Bill To

OCOEE PD
646 OCOEE COMMERCE PKWY
ATT: DC MCKINSTRY
OCOEE, FL 34761
United States

Ship To

DSS ORLANDO
INSTALL / OCOEE PD
FL

Contact: DEP CHEIF MCHINSTRY
Telephone: 4079053160
E-mail: CMCKINSTRY@OCOEE.ORG

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/08/24	GROUND FREIGHT NON		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By		Resale Number
Charlie Schwarz		Charlie Schwarz-Orlando		DC MCKINSTRY		58-00094593-54C
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	N	PMP2BKGBPB SOI GRILLE MOUNT PLATE Warehouse: ORLAN		8.5400	17.08
2	2	N	EMPS2001B-K SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/AMB Warehouse: ORLAN MOUNTED ON EITHER SIDE OF THE LIC PLATE		104.7100	209.42
1	1	N	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: ORLAN LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****		225.0000	225.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: ORLAN 5 YEAR WARRANTY ON THE INSTALLATION OF PARTS LISTED ABOVE NO CUSTOMER SUPPLIED PARTS		1,190.0000	1,190.00
PIGGYBACK USING BRADFORD COUNTY CONTRACT # BCSO2019-01FOR SCHEDULING INSTALLATION AND PICK UP PLEASE CONTACT THE PERSON LISTED BELOW: CONTACT NAME: DC MCKINSTRY CONTACT RANK: CONTACT CELL NUMBER: 407-276-0943						

Print Date	10/08/24
Print Time	11:28:02 AM
Page No.	3

Printed By: Charlie Schwarz

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	551270-A
Customer No.	OCOEE

Bill To

OCOEE PD
646 OCOEE COMMERCE PKWY
ATT: DC MCKINSTRY
OCOEE, FL 34761
United States

Ship To

DSS ORLANDO
INSTALL / OCOEE PD
FL

Contact: DEP CHEIF MCHINSTRY
Telephone: 4079053160
E-mail: CMCKINSTRY@OCOEE.ORG

Contact:
Telephone:
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
10/08/24	GROUND FREIGHT NON	QUOTED FREIGHT		NET30
Entered By		Salesperson	Ordered By	Resale Number
Charlie Schwarz		Charlie Schwarz-Orlando	DC MCKINSTRY	58-00094593-54C

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days		

Print Date	10/08/24
Print Time	11:28:02 AM
Page No.	4

Printed By: Charlie Schwarz

Subtotal	3,277.40
Freight	68.81
Order Total	3,346.21

OCOEE POLICE DEPARTMENT

Prepared for: OCOEE POLICE DEPARTMENT ASST CHIEF OF POLICE CHRIS MCKINSTRY 407-554-7192 cmckinsty@ci.ocoee.fl.us		Contract Holder DUVAL FORD Bambi Darr (Work) 904-388-2144 (Fax) 904-387-6816 bambi.darr@duvalmotor.com 405 Lane Avenue North Jacksonville, FL 32254	
		We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 24-VEL-32 . 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: Rate/Hr \$100	Parts QTY		
	Code	Equipment	UNIT PRICE EXTENDED
	1	R4B NORTH	Item 122: Ford Ranger Supercrew 4x2 [R4B] 128" wb, XL Package includes Power Windows, Locks, Cruise, Keyless
	1	99H.44T	2.3L Ecoboost Engine
	1	100A	Equipment Group: XL (Power Windows, Door Locks & Backup Camera)
	1	86S	Bedliner – TOFF Bed® Spray-in (NA w/ Bedliner – Modular Drop-in (86Q)), Dealer Installed
	1	TINT 1	Window Tint On Front 2 Windows Including Windshield Strip
	1	WTECH2	Weather Tech Laser Cut Floor Liners- 2 Piece (4415181V)
	2	RKE	Programmed Integrated Key Transmitter Fob
	1		***Includes 4 key fobs in total***
	1	NON CONTRACT	Paint Doors Only
	1	TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriffs Tag. Includes (TMP). Transfer
	1	TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and affixed to vehicle prior to delivery.
0	1	G1	Shadow Black
0	1	BH	Ebony Cloth Seats
0	1		
		TOTAL LABOR HOURS	
		Additional Notes	
UNIT COST			\$ 33,013.00
TOTAL QUANTITY		1	TOTAL PURCHASE \$ 33,013.00

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	550515-A
Customer No.	OCOEE

Bill To

OCOEE PD
646 OCOEE COMMERCE PKWY
ATT: DC MCKINSTRY
OCOEE, FL 34761
United States

Ship To

DSS ORLANDO
INSTALL / OCOEE PD
FL 34761

Contact: DEP CHEIF MCHINSTRY
Telephone: 4079053160
E-mail: CMCKINSTRY@OCOEE.ORG

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/01/24	GROUND FREIGHT NON		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Charlie Schwarz		Charlie Schwarz-Orlando		DC MCKINSTRY	58-00094593-54C	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
0	0	N	VEHICLE VEHICLE - SEE SPECS BELOW Warehouse: ORLAN LIST ALL VEHICLE INFO - TO INCLUDE DEALER PROVIDING VEHICLE IF REQUIRED YEAR: 2025 MAKE: FORD MODEL: RANGER TINT Vehicle Window Tint Per Customers Specs Warehouse: ORLAN MAX LEGAL TINT - CERAMIC 5 WINDOWS AND TINT STRIP TO A-1 LINE		0.0000	0.00
1	1	N			225.0000	225.00

Print Date	10/07/24
Print Time	04:10:57 PM
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Printed By: Charlie Schwarz

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	550515-A
Customer No.	OCOE

Bill To

OCOE PD
646 OCOE COMMERCE PKWY
ATT: DC MCKINSTRY
OCOE, FL 34761
United States

Ship To

DSS ORLANDO
INSTALL / OCOE PD
FL 34761

Contact: DEP CHEIF MCHINSTRY
Telephone: 4079053160
E-mail: CMCKINSTRY@OCOE.ORG

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/01/24	GROUND FREIGHT NON		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By		Resale Number
Charlie Schwarz		Charlie Schwarz-Orlando		DC MCKINSTRY		58-00094593-54C
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	N	MISC SOI ENRLB01K82-0A1, 48" NROADS RW/AW UNIVERSAL Warehouse: ORLAN QSF044529 48"/122cm 10-16 VOLT NROADS LED LIGHTBAR W/ 15' DSC TECHNOLOGY /D24/ D12 D12 D12 D12 D12 D12\D24\ /R_W/ A_W R_W A_W R_W A_W R_W A_W\ A --GRT-- --GRT--- --GRT--- O--GRT-- A A --CLR-- --CLR--- --CLR--- O--CLR-- A \D24\ D12 D12 D12 D12 D12 D12/D24/ \A_W R_W A_W R_W A_W R_W A_W R_W/ Material - Lexan [12 12] Accessories - PNFLBSPLT1 Mount - Universal Fixed Height Mount (PNFLBK09) Hook - NO		940.3900	940.39

Print Date	10/07/24
Print Time	04:10:57 PM
Page No.	2

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	550515-A
Customer No.	OCOEE

Bill To

OCOEE PD
646 OCOEE COMMERCE PKWY
ATT: DC MCKINSTRY
OCOEE, FL 34761
United States

Ship To

DSS ORLANDO
INSTALL / OCOEE PD
FL 34761

Contact: DEP CHEIF MCHINSTRY
Telephone: 4079053160
E-mail: CMCKINSTRY@OCOEE.ORG

Contact:
Telephone:
E-mail:

Quote Date		Ship Via		F.O.B.		Customer PO Number		Payment Method		
10/01/24		GROUND FREIGHT NON		QUOTED FREIGHT				NET30		
Entered By			Salesperson			Ordered By			Resale Number	
Charlie Schwarz			Charlie Schwarz-Orlando			DC MCKINSTRY			58-00094593-54C	
Order Quantity	Approve Quantity	Tax	Item Number / Description				Unit Price	Extended Price		
1	1	N	ETSA461HPP SOI, 400 SERIES HH REMOTE SIREN, 100WATT Warehouse: ORLAN PUSH BUTTON 1 - REAR 2 - RED AND AMBER 3 - ADD WHITE (ONLY 2 IN FRONT AND BACK) TD/FLOOD - FRONT ALLEY - LEFT AND RIGHT				347.1000	347.10		
1	1	N	REAR FLOOD ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: ORLAN 100J series composite speaker w/ universal bail brkt-100 watt				144.0000	144.00		
2	2	N	EMPS2001N-K SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/AMB Warehouse: ORLAN MOUNTED ON THE FRONT GRILL				104.7100	209.42		
2	2	N	PMP2BKGBPB SOI GRILLE MOUNT PLATE Warehouse: ORLAN				8.5400	17.08		

Print Date	10/07/24
Print Time	04:10:57 PM
Page No.	3

Printed By: Charlie Schwarz

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	550515-A
Customer No.	OCOEE

Bill To

OCOEE PD
 646 OCOEE COMMERCE PKWY
 ATT: DC MCKINSTRY
 OCOEE, FL 34761
 United States

Ship To

DSS ORLANDO
 INSTALL / OCOEE PD
 FL 34761

Contact: DEP CHEIF MCHINSTRY
Telephone: 4079053160
E-mail: CMCKINSTRY@OCOEE.ORG

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/01/24	GROUND FREIGHT NON		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By		Resale Number
Charlie Schwarz		Charlie Schwarz-Orlando		DC MCKINSTRY		58-00094593-54C
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	N	EMPS2001B-K SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/AMB Warehouse: ORLAN MOUNTED BETWEEN THE BUMPER AND TAILGATE		104.7100	209.42
1	1	N	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: ORLAN LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****		225.0000	225.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: ORLAN 5 YEAR WARRANTY ON THE INSTALLATION OF THE PARTS LISTED ABOVE. PIGGYBACK USING BRADFORD COUNTY CONTRACT # BCSO2019-01 FOR SCHEDULING INSTALLATION AND PICK UP PLEASE CONTACT THE PERSON LISTED BELOW: CONTACT NAME: DC MCKINSTRY CONTACT RANK: CONTACT CELL NUMBER: 407-276-0943 EMAIL: CMCKINSTRY@OCOEE.ORG		1,190.0000	1,190.00
Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days						

Print Date	10/07/24
Print Time	04:10:57 PM
Page No.	4

Printed By: Charlie Schwarz

Subtotal	3,507.41
Freight	69.81
Order Total	3,577.22

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	550515-A
Customer No.	OCOEE

Bill To

OCOEE PD
646 OCOEE COMMERCE PKWY
ATT: DC MCKINSTRY
OCOEE, FL 34761
United States

Ship To

DSS ORLANDO
INSTALL / OCOEE PD
FL 34761

Contact: DEP CHEIF MCHINSTRY
Telephone: 4079053160
E-mail: CMCKINSTRY@OCOEE.ORG

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.		Customer PO Number	Payment Method	
10/01/24	GROUND FREIGHT NON		QUOTED FREIGHT			NET30	
Entered By			Salesperson		Ordered By		Resale Number
Charlie Schwarz			Charlie Schwarz-Orlando		DC MCKINSTRY		58-00094593-54C
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price

Print Date	10/07/24
Print Time	04:10:57 PM
Page No.	1

Printed By: Charlie Schwarz

Subtotal	3,507.41
Freight	69.81
Order Total	3,577.22



Meeting Date: November 19, 2024
Item #: 13

Contact Name: TJ Tomlinson
Contact Number: Ext. 4301

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval of the Utility Agreement with Concept Real Property Holdings, LLP, for the O2BKids Daycare Facility's Sewer Service. (Acting Utilities Director Bolling)

Background Summary:

The O2BKids Development consists of an approximately 10,970 square foot child care facility and an approximately 6,000 square foot medical office building with associated parking, driveway, dumpster, and other infrastructure. The City has a 12-inch water main within the vicinity of the project to supply potable water service. At this time, no sewer service infrastructure was available for connection within the vicinity of the project.

The South Bluford Streetscape Project is under design and will bring sewer service to parcels between Main Street and Geneva Street along Bluford Avenue. It will not start construction within the time frame of this development's completion timeline to bring sewer to this development.

The Utilities Department has worked on a Utility Agreement with the Developer of the O2BKids Daycare Facility to facilitate the connection to the City's gravity system outside the South Bluford Streetscape project limits. This agreement will allow the Developer to construct a private force main in the City's Right-of-Way and connect to a gravity sewer manhole approximately 750 feet away. Once the South Bluford Streetscape Project has made gravity sewer connection available to this Development, the Development will connect to gravity sewer as part of this agreement and will abandon the private force main on the City's Right-of-Way.

Issue:

Should the Honorable Mayor and City Commissioners approve the Utility Agreement with Concept Real Property Holdings, LLP, for the O2BKids Daycare Facility's Sewer Service?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve the Utility Agreement with Concept Real Property, LLP.

Attachments:

1. Executed Utility Agreement

Financial Impacts:

None

Type of Item: Consent

Prepared by & Return to:
Brian A. Block, Esq.
1449 SW 74th Drive, Suite 200
Gainesville, FL 32607
(352) 333-3233

UTILITY AGREEMENT

THIS UTILITY AGREEMENT is made and entered into this ____ day of _____, 2024, by and between **CONCEPT REAL PROPERTY HOLDINGS, LLLP**, a Florida limited liability limited partnership, whose billing address is 1449 SW 74th Drive, Suite 200, Gainesville, FL 32607 (the "**Developer**") and **THE CITY OF OCOEE**, a Florida municipal corporation (the "**City**"). Wherever used herein the terms Developer and Utility include all the parties to this instrument and the successors and assigns of organizations.

WITNESSETH

WHEREAS, Developer owns real property located at 924 Bluford Ave S., Ocoee, FL 34761, more specifically Orange County Tax Parcel Number 20-22-28-0000-00-085 (the "**Property**"); and

WHEREAS, Developer intends to construct an early childhood education center (the "**Project**") on the Property; and

WHEREAS, certain improvements to South Bluford Avenue, including sanitary sewer, are under design and the City will require that the Developer modify its sanitary sewer upon notice from the City that sewer service is available as part of the City's sanitary sewer improvements ("City Sanitary Sewer Improvements"); and

WHEREAS, as part of the South Bluford Streetscape Project, a sanitary sewer cleanout shall be provided by the City; and

WHEREAS, Developer shall construct approximately 750 linear feet of private 2-inch force main within the public right-of-way per the approved plan ("Developer Sanitary Sewer Improvements") attached hereto and incorporated herein as **Exhibit "A"**; and

WHEREAS, Developer shall connect to the City's new gravity sewer connection/cleanout and properly abandon the private 2-inch force main upon notice from the City that sewer service is available as part of the City Sanitary Sewer Improvements; and

WHEREAS, as a condition of the Utilities approval of the site Certificate of Completion, the City has required that the Developer enter into this Agreement to assure the City that the Developer will pay to maintain the private lift station and private force main until such time as it is abandoned and to pay for the connection to the City's new gravity sewer connection/cleanout when it becomes available; and

WHEREAS, Developer now desires to memorialize its agreement as to their respective rights and obligations regarding the allocation of responsibilities and costs between the City and Developer for the creation of the City Sanitary Sewer Improvements and Developer Sanitary Sewer Improvements.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged along with the mutual covenants and agreements contained herein, the Developer hereby covenant and agrees as follows:

1. Incorporation of Recitals. The Developer acknowledges that the foregoing recitals are true and correct and are incorporated into this Agreement as if fully set forth herein.
2. Scope of Duties. The Developer hereby agrees that in order to close its permits and complete the

installation of the Developer Sanitary Sewer Improvements in a cost-effective and timely manner, the following delegation of duties and responsibilities shall apply to all work performed in connection with Developer's and the City's development plans in the rights of way in the vicinity of the Project:

- a. Developer shall construct all Developer Sanitary Sewer Improvements and other utilities within the public right-of-way to City's Engineering Standards.
- b. Developer is responsible for all costs and work to maintain and repair the private force main and any associated restoration. This shall include any fines or other associated costs related to the operation of the force main, which include but are not limited to the reimbursement of fines to the City from FDEP for the spillage of wastewater from the Developer Sanitary Sewer Improvements.
- c. Developer shall bear all costs required by the City to connect to the City's sanitary sewer cleanout provided as part of the Bluford Streetscape Project and shall bear all costs to abandon the private force main within the City right-of-way by grouting the force main and modifying the existing manhole to remove the private connection within 60 days of the notice from the City of sewer service availability as part of the S. Bluford Avenue City Sanitary Sewer Improvements at no cost to the City.
- d. Final acceptance of work in the City's ROW shall be subject to approval by the City Inspector, which Improvements are per the approved plan attached hereto and incorporated herein as Exhibit "A".

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

WITNESSES:

Kathy Hight
Witness Signature

Kathy Hight
Witness Printed Name
1449 SW 74th Dr. #200
Gainesville, FL 32607

Witness Address

[Signature]
Witness Signature

Era Puckett
Witness Printed Name
1449 SW 74th Dr.
Gainesville, FL 32607
Witness Address

Developer:

CONCEPT REAL PROPERTY HOLDINGS, LLLP,

a Florida limited liability limited partnership

By: Concept Development, Inc.,

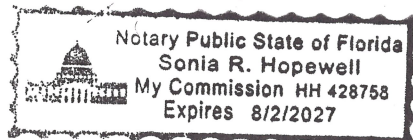
a Florida corporation

its General Partner

By: [Signature]
Matthew D. Cason, President

STATE OF FLORIDA
CITY OF ALACHUA

The foregoing instrument was acknowledged before me by means of ☒ his physical presence or ☐ by online notarization, on this 7th day of August, 2024 by Matthew D., Cason, as the President of Concept Development, Inc., a Florida corporation, General Partner of Concept Real Property Holdings, LLLP, a Florida limited liability limited partnership, on behalf of said partnership and on behalf of the corporation, who is ☒ personally known to me or who ☐ has produced _____ as identification.



[Signature]
Notary Public, State of Florida at Large
Commission No.: HH 428758
My Commission Expires: 8-2-2027

Signed, sealed and delivered
in the presence of:

CITY:
CITY OF OCOEE, FLORIDA

Witness Signature

By: _____
Rusty Johnson, Mayor

Witness Printed Name

Attest: _____
Melanie Sibbitt, City Clerk

Witness Address

(SEAL)

Witness Signature

Witness Printed Name

Witness Address

**FOR USE AND RELIANCE ONLY BY THE CITY OF
OCOEE, FLORIDA. Approved as to form and legality
this _____ day of _____, 2024.**

**APPROVED BY THE OCOEE CITY COMMISSION AT A
MEETING HELD ON _____,
2024, UNDER AGENDA ITEM NO.
_____.**

By: _____
_____, City Attorney

**STATE OF FLORIDA
COUNTY OF ORANGE**

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

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2024.

Signature of Notary

Name of Notary (Typed, Printed or Stamped)

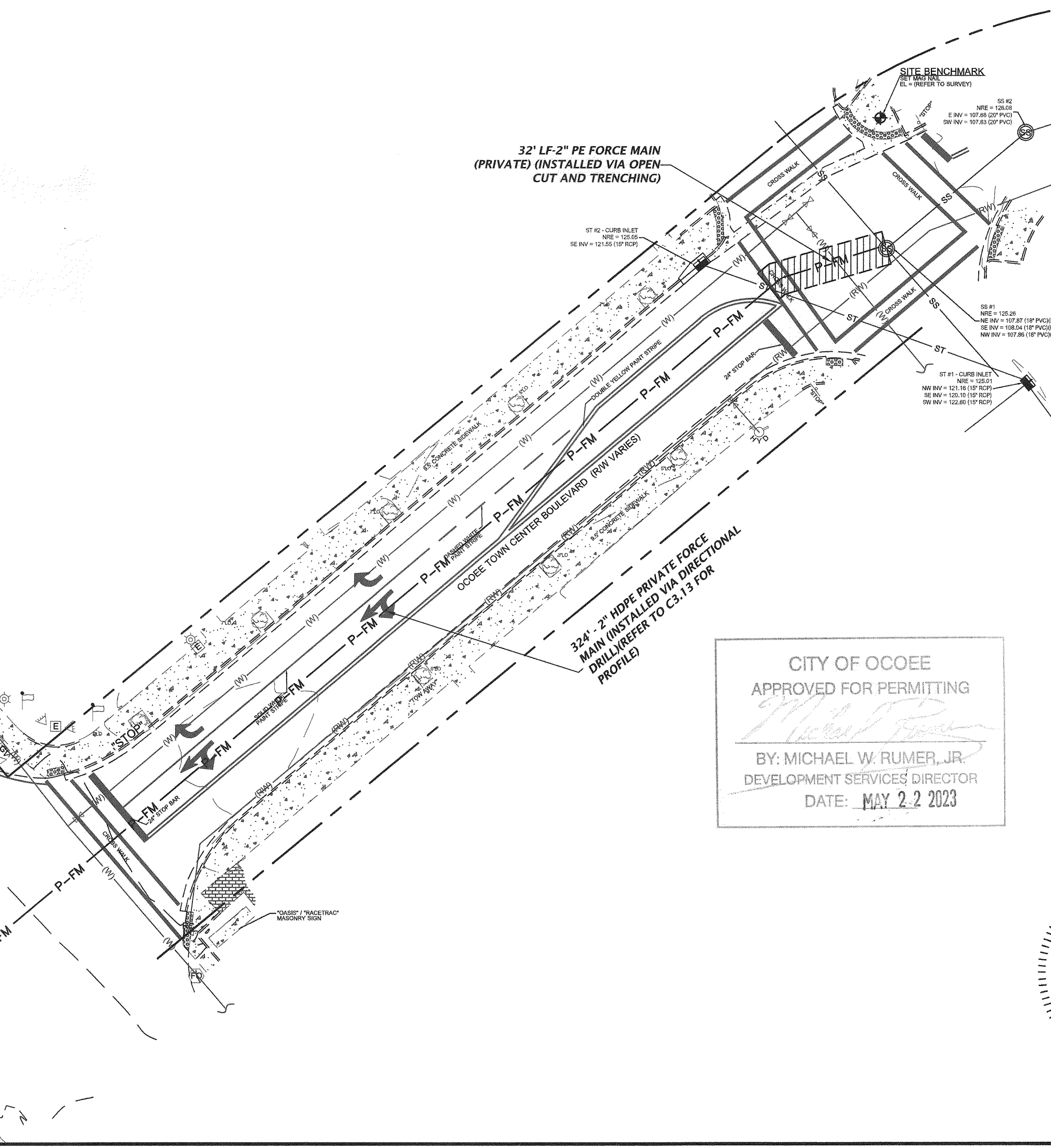
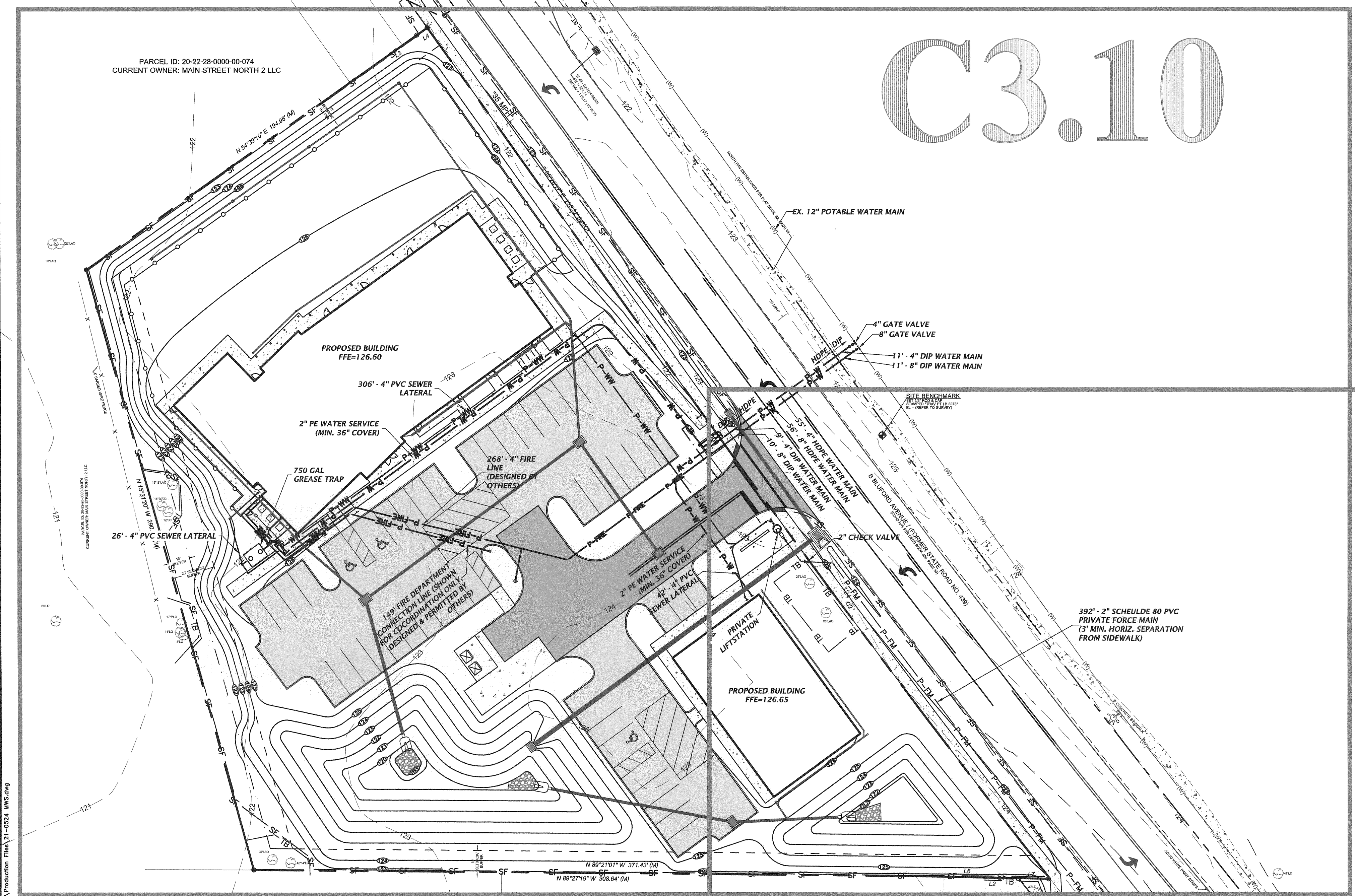
Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____

Exhibit "A"

C3.10

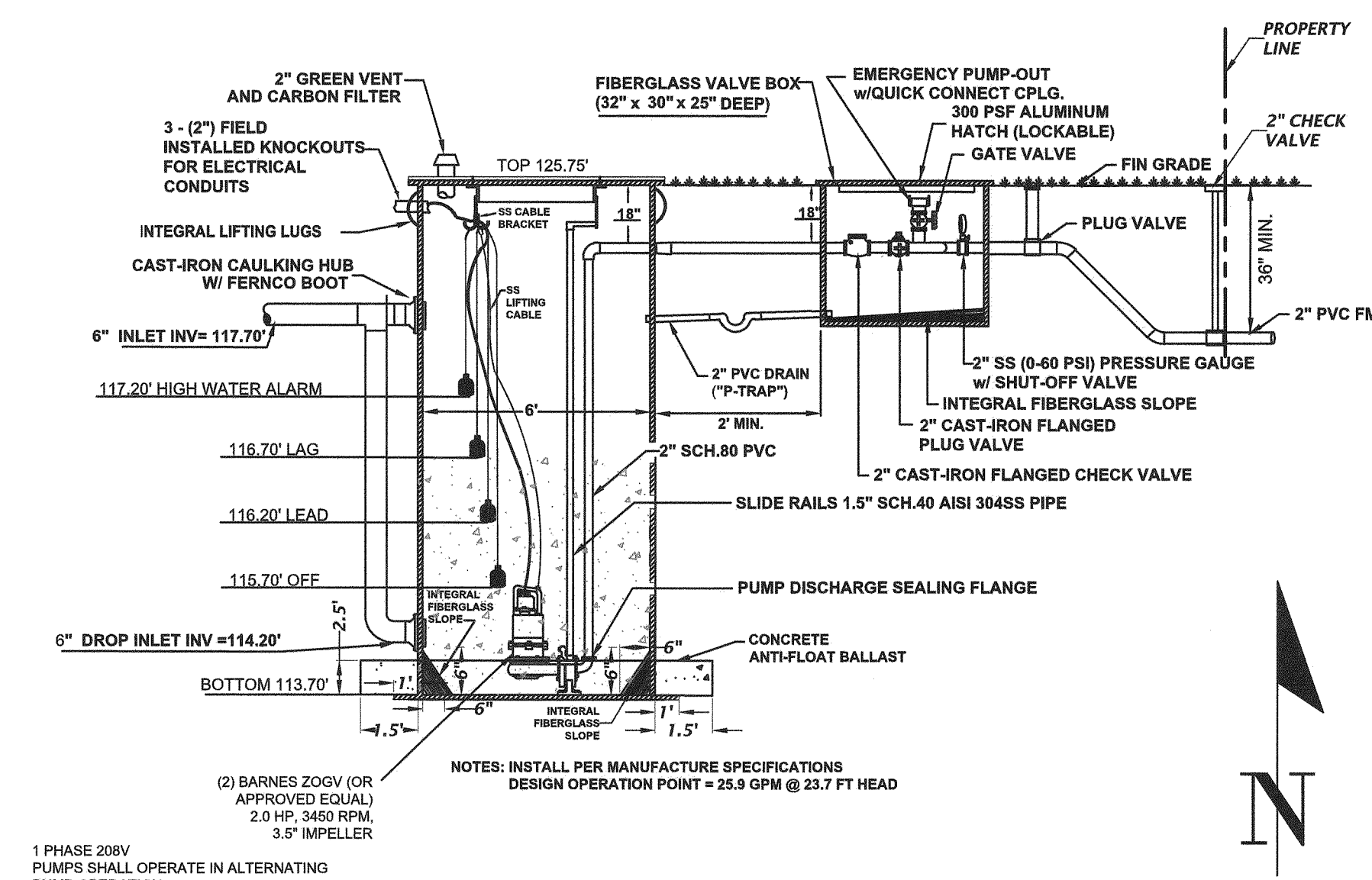
C3.11



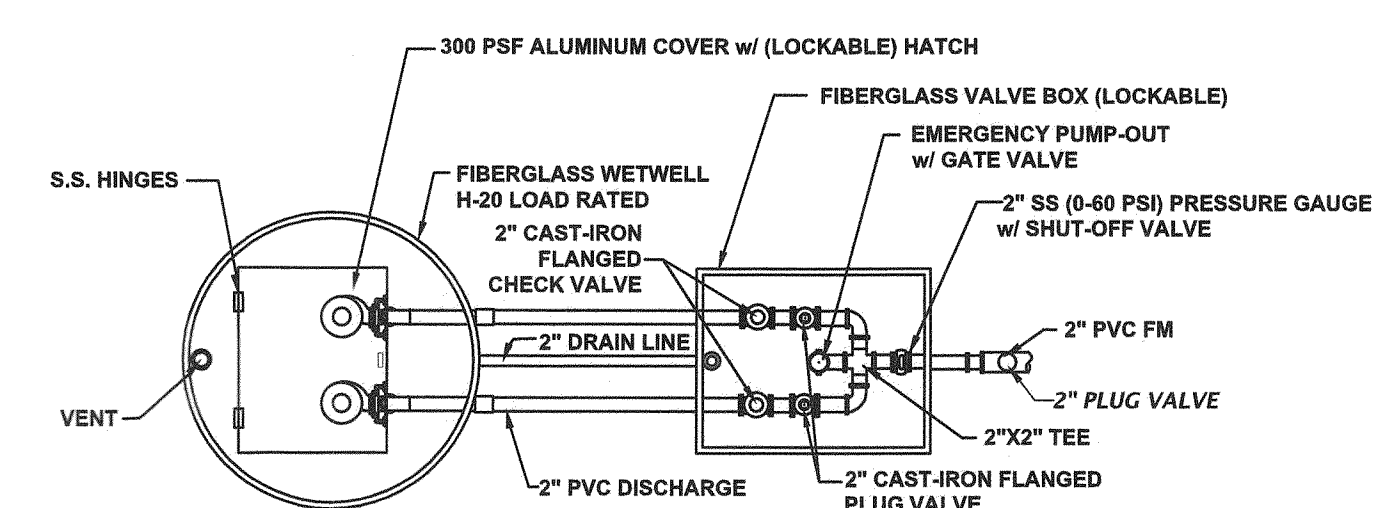
CITY OF OCOC
APPROVED FOR PERMITTING
BY: MICHAEL W. RUMER, JR.
DEVELOPMENT SERVICES DIRECTOR
DATE: MAY 2 2 2023

11801 Research Drive Alachua, Florida 32615 www.chw-inc.com est. 1988 FLORIDA CA-5075	
CHW Professional Consultants	
1"=30' VERIFY SCALE BAR IS ONE INCH ON DRAWING, UNLESS NOTED OTHERWISE. IF NOT ONE INCH ON DRAWING, UNLESS NOTED OTHERWISE, SCALE ACCORDINGLY.	1"=30'
CONSTRUCTION DIMENSIONS	
SUBMITTALS 05/18/22 CITY OF OCOC 12/16/22 CITY OF OCOC 01/17/23 CITY OF OCOC 02/22/23 CITY OF OCOC 04/18/23 CITY OF OCOC	
CLIENT: CONCEPT CONSTRUCTION, INC.	PROJECT: 028 KIDS OCOC
TECHNICAL: T. COWART DESIGNER: K. JACKSON QUALITY CONTROL: W. OWEN	SHEET TITLE: DETAILED UTILITY PLAN PROJECT NO.: 21-0524
FLORIDA PROFESSIONAL ENGINEER RANKOLLY OLNEY LICENSE NO. 68382 EXPIRATION DATE: MAY 2023 FL PE No. 68382	
SHEET NO.: C3.00	

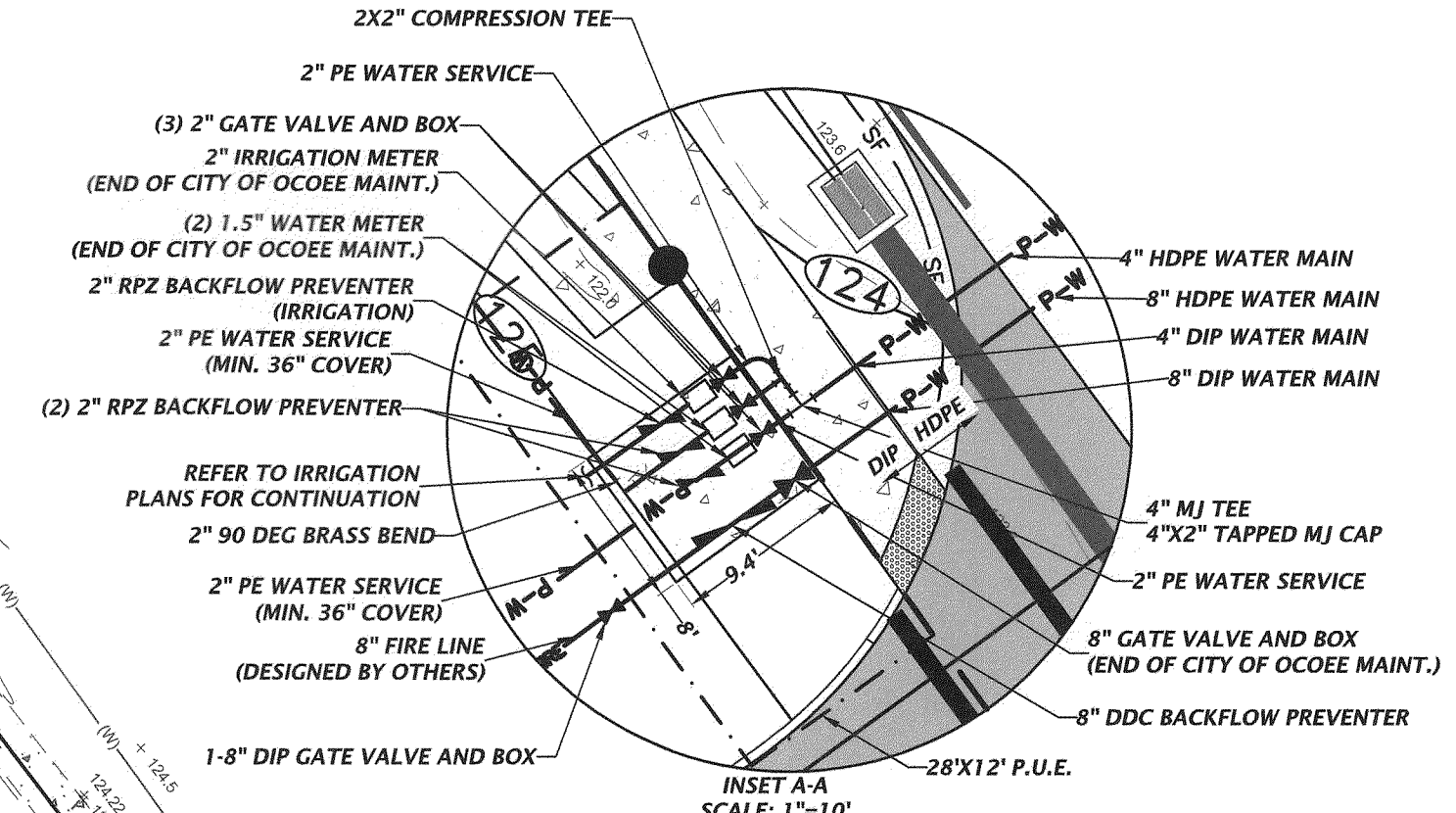
PARCEL ID: 20-22-28-0000-00-074
CURRENT OWNER: MAIN STREET NORTH 2 LLC



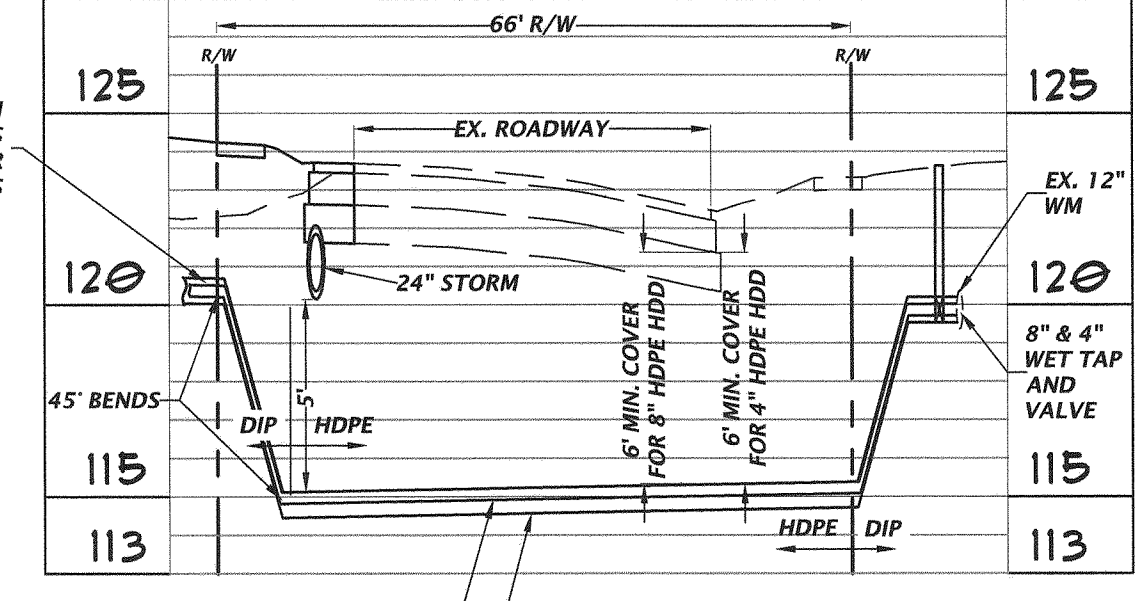
PRIVATE LIFT STATION SECTION VIEW
NTS



PRIVATE LIFT STATION PLAN VIEW
NTS



PROFILE SECTION WM-WM
SCALE: 1" = 20' HORIZ. 1" = 5' VERT.



11801 Research Drive
Alachua, Florida 32615
WWW.CH2M-HILL.COM
FLORIDA
est. 1988
CA-5075

CH2M
Professional Consultants

1"=20'
VERIFY SCALE
BAR IS ONE INCH ON
ORIGINAL DRAWING
IF NOT ONE INCH ON
ORIGINAL DRAWING
SCALE ACCURACY.

CONSTRUCTION AND REVISIONS

SUBMITTALS
05/18/22 CITY OF OCOCHE
12/16/22 CITY OF OCOCHE
01/27/23 CITY OF OCOCHE
02/22/23 CITY OF OCOCHE
04/18/23 CITY OF OCOCHE

CLIENT
CONCEPT CONSTRUCTION, INC.

PROJECT
028 KIDS OCOCHE

SHEET TITLE
DETAILED UTILITY SITE PLAN

TECHNICAL
T. COWART

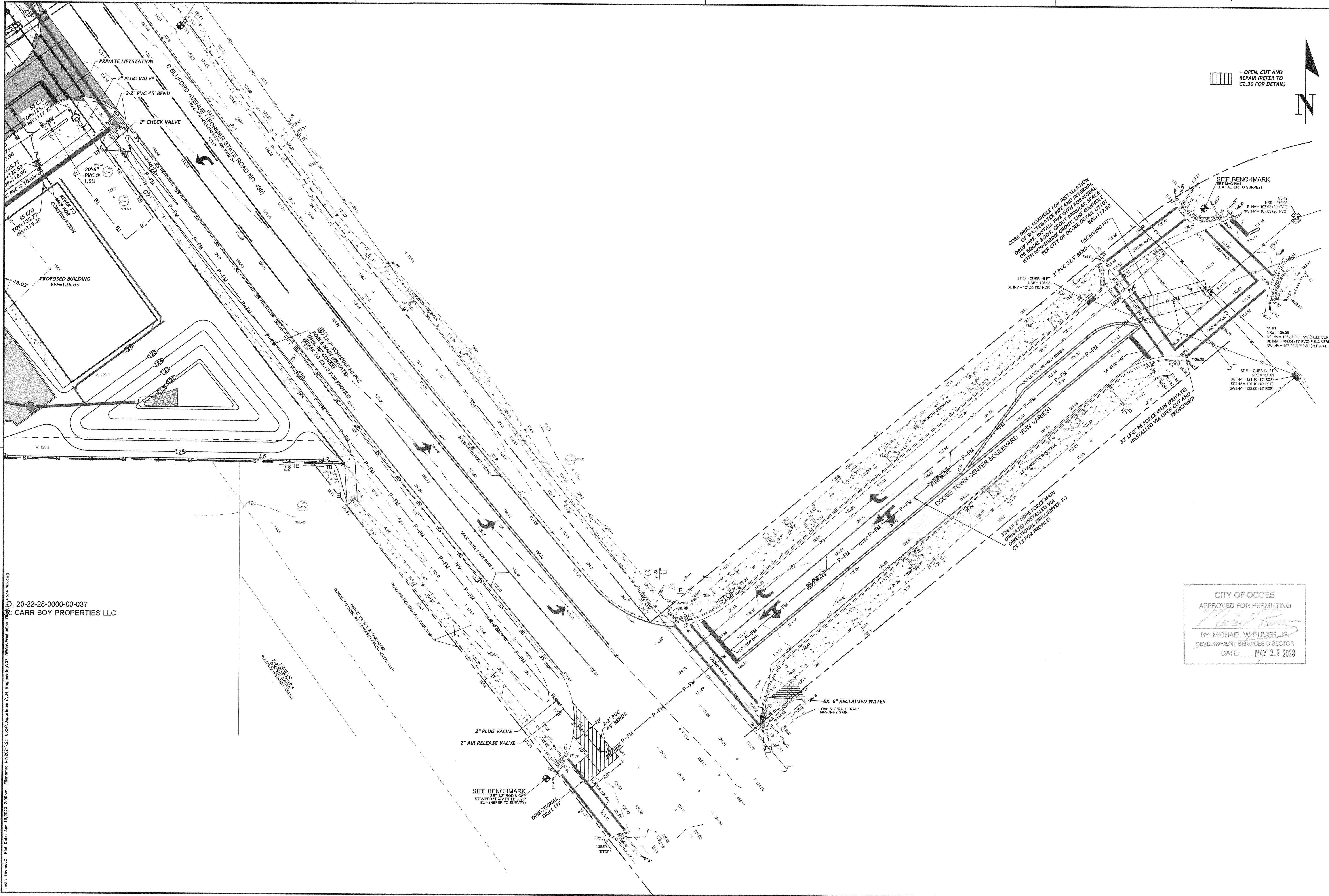
DESIGNER
K. JACKSON

QUALITY CONTROL
W. OWEN

PROPOSED
RANDALL SCOTT OLNEY

PROFESSIONAL
SEAL
STATE OF
FLORIDA
21-0524

FL PE No. 68382
SHEET NO.
C3.10



20-22-28-0000-00-037
CARR BOY PROPERTIES LLC

CITY OF OCOCHEE
APPROVED FOR PERMITTING
BY: MICHAEL W. RUMER, JR.
DEVELOPMENT SERVICES DIRECTOR
DATE: MAY 2, 2023

11801 Research Drive
Alhambra, CA 91801
(323) 331-1976
www.chw-inc.com
est. 1988 FLORIDA
CA-5075

CHW
Professional Consultants

SCALE: 1"=20'
VERIFY SCALE
BASED ON
ORIGINAL DRAWING
0"=1" (NOT AN INDICATOR
OF THIS SHEET, ADJUST
SCALES ACCORDINGLY.)

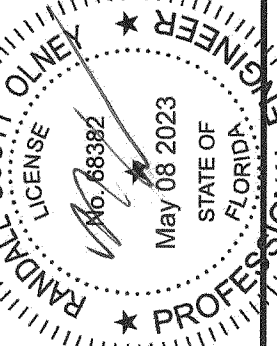
CONSTRUCTION RESPONSE

SUBMITTALS:
05/18/22 CITY OF OCOCHEE
09/13/22 CITY OF OCOCHEE
10/13/22 CITY OF OCOCHEE
01/27/23 CITY OF OCOCHEE
03/22/23 CITY OF OCOCHEE
04/18/23 CITY OF OCOCHEE

CLIENT: CONCEPT CONSTRUCTION, INC.
PROJECT: 028 KIDS OCOCHEE
SHEET TITLE: DETAILED UTILITY SITE PLAN

TECHNICIAN: T. COWART
DESIGNER: K. JACKSON
QUALITY CONTROL: W. OWEN
PROJECT NUMBER: 21-0524

RANDALL SCOTT OLNEY



FL PE No. 68382
SHEET NO. C3.11

STAFF REPORT

Meeting Date: November 19, 2024
Item #: 14

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: First Reading of Ordinance for City Wide Golf Cart. (Police Chief Ogburn)

Background Summary: At the April 16, 2024, regular meeting, the City Commission provided staff direction to bring forth an ordinance permitting the legal operation of golf carts City wide on local streets that meet the statutory regulations. Golf carts may be operated on roadways that are designated for golf carts with a posted speed limit of 30 mph or less. Staff identified all existing public city roads that meet the statutory requirements for operating a golf cart and mapped their locations (map provided). Staff also identified all existing signage and locations where signage is needed if the ordinance is passed.

Additionally, the ordinance provides the statutory criteria for operating a Low Speed Vehicle and places those requirements in the City's ordinances for enforcement.

Below is a tally of the existing and new signage required along with poles for placement. It should be noted that some signage is able to be placed on existing stop signs.

Existing Golf Cart signage: 36
Proposed New Golf Cart signage: **188**

	Needed	Price	Cost
Signs	188	\$9.75	\$1,833 if done in house and \$20,633 outsourced
poles	70	\$30.00	\$2,100
Total		\$39.75	\$3,933

Issue:

Should the Honorable Mayor and City Commissioners approve the golf cart ordinance allowing the operation of golf carts that meet the statutory requirements within the City of Ocoee and approve funding for the placement of signs?

Recommendations:

Staff requests that the Honorable Mayor and City Commissioners approve the golf cart ordinance allowing the operation of golf carts that meet the statutory requirements within the City of Ocoee and approve funding for the placement of signs.

Attachments:

1. Golf Cart Ordinance
2. 5 to 25 mph City Road Speed Limit
3. Business Impact Estimate Form

Financial Impacts:

The financial impact is \$3,933 for the cost of the signs and poles and is funded in the existing street sign budget.

Type of Item: First Reading

ORDINANCE 2024-

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ADOPTING A NEW ARTICLE III OF CHAPTER 153 OF THE CITY CODE AUTHORIZING THE USE OF GOLF CARTS AND LOW-SPEED VEHICLES WITHIN THE CITY LIMITS OF OCOEE; DEFINING TERMS; PROVIDING FOR THE REGULATION OF GOLF CARTS AND LOW SPEED VEHICLES, INCLUDING THE HOURS OF OPERATION; AGE REGULATIONS, AND POSTING OF SIGNS TO DESIGNATE PUBLIC ROADWAYS FOR GOLF CART USE; ESTABLISHING TERMS AND PROCEDURES FOR VIOLATIONS AND PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ORDINANCE TO PREVAIL OVER ANY INCONSISTENCY IN THE CITY CODE; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, citizens of the City have expressed an interest in allowing golf carts and low-speed vehicles to be driven in expanded areas within the City of Ocoee's jurisdiction; and

WHEREAS, golf cart and low-speed vehicle operation on municipal streets of the City of Ocoee is ordinarily prohibited unless authorized by the City pursuant to section 316.212, Florida Statutes; and

WHEREAS, the City Commission desires to amend the City's Code of Ordinances to allow golf carts and low-speed vehicles to operate on roadways meeting threshold safety requirements under State and municipal law; and

WHEREAS, to protect the health, safety, and welfare of its citizens, the City desires to prohibit golf carts from operating on roads and thoroughfares incompatible with safe operation, to regulate the manner and time during which golf carts may operate on municipal roadways subject to the City's jurisdiction, and prohibit unauthorized minors from driving golf carts;

WHEREAS, to protect the health, safety and welfare of its citizens, the City desires to provide for civil penalties and procedures for violations of this Ordinance.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY OF OCOEE, FLORIDA,
AS FOLLOWS:**

SECTION 1. Authority. 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 316.212, Florida Statutes.

SECTION 2. Article III of Chapter 153, Streets and Sidewalks, of the Code of Ordinances of the City of Ocoee Code, Florida, is hereby stricken and a new Article III of Chapter 153, Streets and Sidewalks is adopted as follows:

ARTICLE III

GOLF CARTS AND LOW-SPEED VEHICLES ON PUBLIC STREETS

§ 153-17. TITLE; AUTHORITY.

- A. This article may be cited as the “Ocoee Golf Cart and Low-Speed Vehicle Ordinance.”
- B. The city has authority to adopt this article pursuant to Article VIII of the Constitution of the State of Florida, Chapter 166, Florida Statutes, and section 316.212, Florida Statutes.

§ 153-18. DEFINITIONS.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section:

- A. “Golf cart” means a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of twenty (20) miles per hour.

- B. “Golf Cart Permitted Roadway” means a street or other thoroughfare with one or more posted signs allowing operation of golf carts.
- D. “Low-Speed Vehicle” means any four-wheeled vehicle whose top speed is greater than 20 miles per hour, but not greater than 25 miles per hour.

§ 153-19. GOLF CART OPERATION.

- A. A golf cart may not be operated on public roads or streets by a person:
 - 1. Anyone operating a golf cart who is under 18 years of age unless he or she possesses a valid driver’s license or valid driver’s learner’s license,
 - 2. Anyone who is 18 years of age or older unless he or she possesses a valid form of government issued photographic identification.
- B. Golf carts may be operated on public roadways that are designated for golf carts with a posted speed limit of 25 miles per hour or less and which are posted for golf cart usage.
- C. Golf carts may cross a portion of a county road that intersects a public roadway of the City approved for golf cart operation or crossing, or which intersects a golf course or mobile home park.
- D. It shall be unlawful to operate a golf cart upon a state highway unless authorized pursuant to Section 316.212(2), Florida Statutes, or any other applicable State statute.
- E. A golf cart may cross a portion of the State Highway System that intersects a county road or municipal roadway approved for golf cart operation if the Florida Department of Transportation has reviewed and approved of the crossing and any traffic control devices needed for safety purposes.

- F. Unless expressly authorized by general law, it shall be unlawful to operate a golf cart upon a public roadway with a posted speed limit in excess of 25 miles per hour.
- G. A golf cart may be operated only during the hours between sunrise and sunset, unless the golf cart is equipped with headlights, brake lights, turn signals, reflective tape or reflective devices on the sides of the golf cart, and a windshield.
- H. All golf carts operated on a public roadway shall have efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and reflective warning devices on both the front and rear as required by Section 316.212(6), Florida Statutes, and shall otherwise comply with the minimum equipment standards established by the Florida Statutes.
- I. The operation of golf carts shall comply with all applicable traffic laws as provided in the Florida Uniform Traffic Control Laws, chapter 316, Florida Statutes.

§ 153-20. LOW SPEED VEHICLE OPERATION.

- A. Any person operating a Low Speed Vehicle must possess a valid driver's license or valid driver's learner's license.
- B. Any person operating a Low Speed Vehicle must possess proof of Florida insurance with limits of no less than \$10,000 for property damage liability and \$10,000 for personal injury protection.
- C. Low-Speed Vehicles must have a vehicle identification number, registered license plate, and ownership evidenced by a certificate of title.
- D. Low Speed Vehicles may be operated only public roadways where the posted speed limit is 35 miles per hour or less, a vehicle identification number, and must be equipped with the following safety equipment:

- 1. Headlamps;

↑

2. Front and rear turn signals;
3. Stop lamps;
4. Tail lamps;
5. Red reflex reflector on each side and on the rear;
6. Exterior mirror on the driver side and an interior rear-view mirror or exterior mirror on passenger side;
7. Parking brake;
8. Windshield; and a
9. Seat belt for each designated seat.

§ 153-21. AGE REGULATION.

No person under the age of 15 may operate a golf cart on public roadways of the city.

§ 153-22. DESIGNATING GOLF CART PERMITTED ROADWAYS.

A. In accordance with section 316.212(1), Florida Statutes, the City shall post signs allowing operation of golf carts on Golf Cart Permitted Roadways. Such signs may designate individual roadways or the roadways of an entire neighborhood or subdivision for golf cart operation.

B. Before posting such signs, the City shall make a planning determination that a reasonably prudent person driving a golf cart in accordance with this article may safely travel on, or cross the public roadway. In making this determination, the City shall consider factors including the speed, volume, and character of motor vehicle traffic using the public roadway.

C. Any person operating a golf cart on a public roadway must verify that the public roadway is posted for golf cart operation.

§ 153-23. VIOLATIONS AND PENALTIES.

- A. The City of Ocoee Police Department shall enforce the provisions of this article.
- B. All golf cart and Low-Speed Vehicle violations are subject to chapter 316, Florida Statutes, and chapter 322, Florida Statutes, and may result in the issuance of a Uniform Traffic Citation that will be heard in Orange County Traffic Court.
- C. Alternatively, any person violating any requirement of this Ordinance pertaining to golf carts may be issued a City Ordinance Violation citation for a golf cart civil infraction.
- D. Any person who violates the provisions of this article, including the minimum age requirement of Section 153-21 hereof, shall be issued a City Ordinance Violation citation with a fine in the amount of \$164.00, or up to the maximum amount allowed by the Florida Statutes for a moving violation.
- E. Any parent or guardian who signed the application for a driver's license or learner's driver's license for any applicant under the age of 18 years shall be jointly and severally liable with such minor for any damage caused by negligent or willful misconduct in driving a golf cart, pursuant to section 322.09, Florida Statutes.
- F. A violation of Section 153-19(A) through (I), inclusive, may be cited as a noncriminal traffic infraction, punishable as a moving violation pursuant to Chapter 318, Florida Statutes.
- G. In addition to any fine levied under this section, the city may bring a civil suit to restrain, enjoin, or otherwise prevent the violation of this article in a court of competent jurisdiction. In any such action, the city is entitled to recover its reasonable attorneys' fees and court costs in any judgment against the defendant.
- H. Any person receiving a City Ordinance Violation citation pursuant to this article shall, within 21 days of the date of such receipt:

1. Pay the assessed civil penalty pursuant to instructions on the City Ordinance Violation citation, including any late fee; or
 2. Appeal the City Ordinance Violation citation pursuant to the Special Magistrate of the City of Ocoee according to the procedures set forth in the citation and in accordance with section 153-24 herein.
- I. The failure to timely appeal the City Ordinance Violation citation shall constitute a waiver of the right to contest the citation and shall also be considered an admission of liability. The Special Magistrate shall not have jurisdiction to hear an untimely appeal.
 - J. A late fee in the amount of \$25.00 shall be imposed upon any person not paying the assessed fine within 30 days of receiving the City Ordinance Violation civil citation.

§ 153-24. APPEALS TO THE SPECIAL MAGISTRATE.

- A. Pursuant to section 168-8(A)(2) of this Code, the Special Magistrate of the City of Ocoee is authorized to hear contested City Ordinance Violation citations issued by the City of Ocoee Police Department for violations of this article and to receive and evaluate evidence in connection therewith.
- B. Upon receipt of an appeal, the City shall schedule a hearing before the Special Magistrate to occur not less than 60 days after the City's receipt of the appeal request; provided, however, that the Chief of Police or his designee may void or dismiss the citation being appealed if the Chief of Police or his designee determines, based on a review of the appeal, that probable cause does not exist to believe that the appellant violated this article. If the Chief of Police or his designee voids or dismisses the citation, then written notice of such action shall be provided

to the person filing the appeal. Otherwise, the City shall mail notice of the hearing to the appellant no less than fourteen (14) days prior to date of the hearing, by first class U.S. mail.

- C. After the appeal hearing, the Special Magistrate shall issue a written order granting or denying the appeal. A copy of such order shall be hand delivered to the appellant at the hearing or sent to appellant within five (5) business days thereafter, by first class U.S. mail. If the appeal is denied, the applicable civil penalty, any late fee, and administrative charges determined by the Special Magistrate shall be due and payable within thirty (30) days after the Special Magistrate's issuance of its order.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION 4. Codification. It is the intention of the City Commission of the City that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City; and that sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter," "section," "article," or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code is accomplished, sections of this Ordinance may be renumbered or relettered and the correction of typographical errors which do not affect the intent may be authorized by the City Manager or his designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 5. Prevailing Ordinance. The terms of this Ordinance shall prevail over any inconsistent provision of the City's Code of Ordinances.

SECTION 6. Effective Date. This Ordinance shall become effective ten (10) days after its passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2024.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt , City Clerk

Rusty Johnson, Mayor

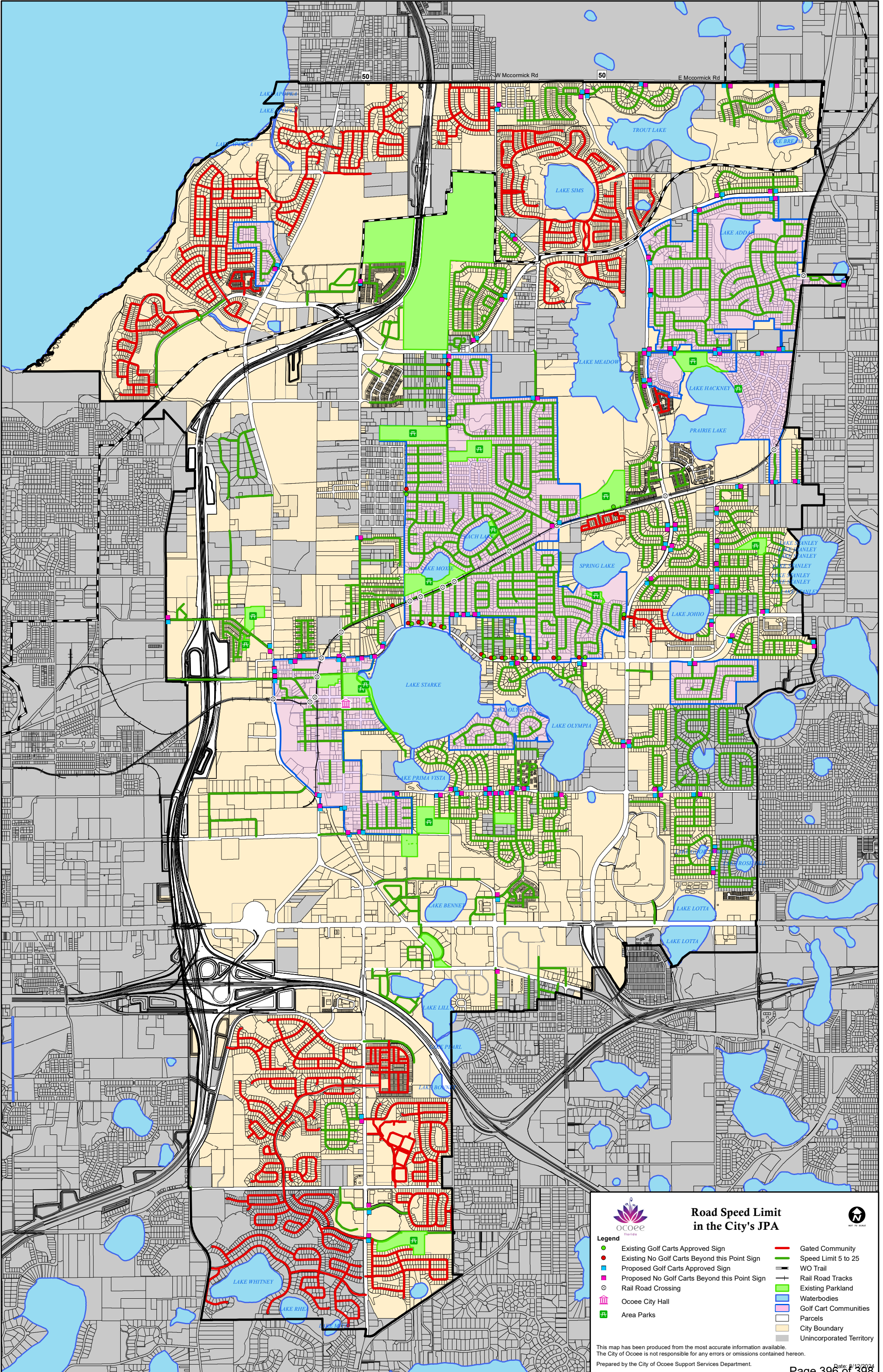
(SEAL)

ADVERTISED _____, 2024
READ FIRST TIME _____, 2024
READ SECOND TIME AND ADOPTED
_____, 2024
UNDER AGENDA ITEM NO. _____

**FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND LEGALITY**
this ____ day of _____, 2024.

Fishback Dominick

By: _____
Richard S. Geller, City Attorney



Road Speed Limit in the City's JPA



Legend

- | | |
|---|----------------------------|
| ● Existing Golf Carts Approved Sign | — Gated Community |
| ● Existing No Golf Carts Beyond this Point Sign | — Speed Limit 5 to 25 |
| ■ Proposed Golf Carts Approved Sign | — WO Trail |
| ■ Proposed No Golf Carts Beyond this Point Sign | — Rail Road Tracks |
| ⊕ Rail Road Crossing | — Existing Parkland |
| 🏛️ Ocoee City Hall | — Waterbodies |
| 🌳 Area Parks | — Golf Cart Communities |
| | — Parcels |
| | — City Boundary |
| | — Unincorporated Territory |

This map has been produced from the most accurate information available.
The City of Ocoee is not responsible for any errors or omissions contained hereon.
Prepared by the City of Ocoee Support Services Department.

City of Ocoee
Business Impact Estimate

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ADOPTING A NEW ARTICLE III OF CHAPTER 153 OF THE CITY CODE AUTHORIZING THE USE OF GOLF CARTS AND LOW-SPEED VEHICLES WITHIN THE CITY LIMITS OF OCOEE; DEFINING TERMS; PROVIDING FOR THE REGULATION OF GOLF CARTS AND LOW SPEED VEHICLES, INCLUDING THE HOURS OF OPERATION; AGE REGULATIONS, AND POSTING OF SIGNS TO DESIGNATE PUBLIC ROADWAYS FOR GOLF CART USE; ESTABLISHING TERMS AND PROCEDURES FOR VIOLATIONS AND PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ORDINANCE TO PREVAIL OVER ANY INCONSISTENCY IN THE CITY CODE; PROVIDING FOR CODIFICATION; 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 law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance amends the City's Code of Ordinances to allow golf carts and low-speed vehicles to operate on roadways meeting threshold safety requirements under State and municipal law. To protect the health, safety, and welfare of its citizens, the City desires to prohibit golf carts from operating on roads and thoroughfares incompatible with safe operation, to regulate the manner and time during which golf carts may operate on municipal roadways subject to the City's jurisdiction, and prohibit unauthorized minors from driving golf carts.

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.

None

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):