



OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

December 3, 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**

- **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 19, 2024. **(City Clerk Sibbitt)**
2. Approval of New Appointment to the Citizen Advisory Council for Ocoee Fire Department (CACOFD). **(City Clerk Sibbitt)**
3. Approval of Master Development Consulting Services Agreement for the Downtown Developer with G3 Development (RLI #24-003). **(Assistant City Manager Rumer)**
4. Approval of Educational Affiliation Agreement with Orlando Medical Institute. **(Deputy Fire Chief Van Camp)**
5. Approval to Piggyback Omnia's Contract for the Prairie Lake Park Playground Project. **(Parks and Leisure Services Director Johnson)**
6. Approval to Piggyback Omnia's Contract for the Jim Beech Center Playground Project. **(Parks and Leisure Services Director Johnson)**
7. Approval of FY 2024-2025 Budget Vehicle and Equipment Purchases. **(Assistant Public Works Director Gajadhar)**
8. Approval to Piggyback St. Augustine Beach Contract and Award the Northern Durango Avenue Storm Drain Pipe Lining Project to Inliner Solutions. **(Public Works Director Krug)**
9. Approval of Disaster Debris Monitoring Services with Thompson Consulting Services, LLC Under Cost Proposal RFP #19-011. **(Public Works Director Krug)**

10. Approval of Disaster Debris Removal Services with Ceres Environmental, Inc. Under Cost Proposal RFP #24-009. **(Public Works Director Krug)**
11. Approval for Hazen & Sawyer to Provide Design Services for the Forest Oaks Above Ground Chemical Injection Station/Assembly. **(Acting Utilities Director Bolling)**
12. Approval to Piggyback Sourcewell Cooperative Purchasing Contract to Purchase Generators for Lift Station 21 (Pioneer Key II) and Lift Station 14 (Lake Olympia). **(Acting Utilities Director Bolling)**
13. Approval to Redesign the Return Activated Sludge Manifold Station at the City of Ocoee Wastewater Treatment Plant. **(Acting Utilities Director Bolling)**
14. Approval of the Indemnification Agreement with DKC Ocoee Village Center SE, LLC, for the Southeast Commercial Development Water Infrastructure. **(Acting Utilities Director Bolling)**
15. Approval to Piggyback City of Zephyrhills Contract to Rehabilitate City of Ocoee Lift Station #34 (Lake Bennet Center). **(Acting Utilities Director Bolling)**

• **FIRST READING OF ORDINANCE**

16. First Reading of Ordinance for MDTL Enterprise LLC Property (Conservation Tract) Annexation; Project No. AX-10-24-01. **(Zoning Manager Whitfield)**
17. First Reading of Ordinance for the Annual Comprehensive Plan Text Amendment to Adopt Five-Year Schedule of Capital Improvements and Update the Capital Improvement Element (CIE); Project No. CPA-2024-007. **(Zoning Manager Whitfield)**

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

18. Second Reading of Ordinance for City Wide Golf Cart. **(Police Chief Ogburn)**

• **PUBLIC HEARING**

• **REGULAR AGENDA**

19. Update and Request Direction to the City Manager and City Attorney regarding City Consultants' Investigation, City's Right of First Refusal ("ROFR") and Forest Lake's Request for Approval of Assignment Related to City-owned Property Located at 10521 Clarcona, Ocoee Road (Forest Lake Golf Course and Facilities). **(City Attorney Ardaman)**

• **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 19, 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 **Brad Lomneck**, *Ocoee Resident*. **City Clerk Sibbitt** called the roll and declared a quorum present.

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

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

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

Veterans Programs Specialist Harold Borrero-Almodovar presented a PowerPoint which summarized the VA Healthcare System and the Veterans Outreach Program.

Centennial Mural Concept Selection - **Redevelopment Program Manager Vaca and Creative Content/Digital Media Specialist Dixon** presented and summarized two mural concepts for the City Commission's selection. **Redevelopment Program Manager Vaca** addressed the City Commission's questions regarding mural costs, copyright concerns, the mural's lifespan, and the feasibility of identifying another building so that both murals could be displayed. Each member of the City Commission was given the opportunity to share their thoughts on the murals and announce their artist choice.

Motion: Move to approve the mural design by Artist 2, C. Stanley Creative, LLC, with the removal of the caterpillar, and to authorize the execution of an agreement with the artist and property owner for its installation. Additionally, explore an alternative location for the mural by Artist 1, Shae Monahan Art & Design LLC; Moved by Commissioner Wilsen, seconded by Commissioner Oliver; Motion carried 5-0.

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

PUBLIC COMMENTS 6:30 PM & 6:52 PM

The following persons addressed the City Commission:

- **Jim Moyer**, *Ocoee Resident*, announced that November is Military Family Appreciation Month. He also mentioned the Veterans Day events held earlier this month in Orange County, City of Orlando, and the City of Ocoee. He further encouraged everyone to visit the Apopka VFW Museum and the City to come up with ways to bring the veterans of Ocoee together.

- **Shaen Jones**, *Ocoee Resident*, expressed her disappointment with tone and abrasiveness displayed by individuals, during the last meeting, when addressing one

another. She emphasized the importance of adhering to a code of civility and showing respect to everyone moving forward.

- **Joseph McMullen**, *Town of Oakland Commissioner and Founder of HAPCO Music Foundation*, gave a brief overview of the annual Jazz Concert his non-profit music foundation has hosted for free at Ocoee High School. He recognized Mayor Johnson and Commissioner Wilsen for attending all his concerts and encouraged the community to participate. He further thanked the City Commission for all their support.

Mayor Johnson requested the City Commission donate \$10,000 to the HAPCO Music Foundation. **Commissioner Wilsen** asked whether funds have already been allocated in Fiscal Year 2024-2025 for this foundation.

Motion: Move to approve a \$10,000 Donation from the Contingency Funds to the HAPCO Music Foundation, provided the funds have not already been allocated in the Fiscal Year 2024-2025 budget for this event; Moved by Commissioner Kennedy, seconded by Commissioner Wilsen; Motion carried 5-0.

• **CONSENT AGENDA 7:00 PM**

Consent Agenda Motion

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

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 7:01 PM**

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

City Attorney Geller read the title of the ordinance, and it was announced this will be presented as a second reading and public hearing at the next scheduled City Commission meeting on December 3, 2024, at 6:15 PM or soon thereafter.

• **SECOND READING OF ORDINANCE – PUBLIC HEARING - None**

• **PUBLIC HEARING - None**

• **REGULAR AGENDA 7:03 PM**

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

Commissioner Kennedy shared the historical significance of November 11th being recognized as Veterans Day, and expressed his desire for the City Commission to consider holding the annual Veterans Day Program on the actual date in 2025. Brief discussion ensued.

Motion: Move to approve the Ocoee Veterans Day Program to be held on November 11, 2025; Moved by Commissioner Kennedy, seconded by Commissioner Wilsen; Motion carried 5-0.

• **COMMENTS FROM COMMISSIONERS 7:09 PM**

Commissioner Oliver – Commented on the following:

- 1) Addressed Veterans Programs Specialist Harold Borrero-Almodovar and asked him what a program for the veterans in Ocoee would look like. **Mr. Borrero-Almodovar** was provided the opportunity to address his questions.
- 2) Inquired about the status of the turn signals on Clarke Road. **Public Works Director Krug** responded that the goal is for the signals to be operational by Christmas. **Mayor Johnson** asked about the stop signs on White Road. **Public Works Director Krug** confirmed that they are also expected to be operational by Christmas.

Commissioner Firstner – Commented on the following:

- 1) Announced GIS Day is tomorrow, November 20th and City staff will be putting a presentation together in City Hall.
- 2) Announced that All City Management Services is currently hiring school crossing guards in the City.

Commissioner Wilsen – Commented on the following:

- 1) Wished everyone a Happy and Safe Thanksgiving.
- 2) Announced Operation Santa will be starting soon.
- 3) Announced the Jolly Jamboree and Breakfast with Santa events in December.

Commissioner Kennedy – No further comments

Mayor Johnson – Commented on the following:

- 1) Announced the upcoming 2024 Holiday Golf Parade.
- 2) Shared that registration for the Ocoee Police Department's Holiday Toys for Kids is now open.
- 3) Announced that City Hall and all City Administrative Offices will be closed Thursday, November 28th and Friday, November 29th in observance of the Thanksgiving Holiday.
- 4) Revisited the discussion on underground powerlines and shared the costs of fixing the above-ground powerlines following the recent hurricanes, as reported in the newspaper.

• **ADJOURNMENT 7:21 PM**

APPROVED:

Attest:

City of Ocoee

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor



Meeting Date: December 3, 2024
Item #: 2

Contact Name: Melanie Sibbitt
Contact Number: Ext. 1026

Department Director: Melanie Sibbitt
City Manager: Craig Shadrix

Subject: Approval of New Appointment to the Citizen Advisory Council for Ocoee Fire Department (CACOFD). (City Clerk Sibbitt)

Background Summary:

The Citizens Advisory Council for the Ocoee Fire Department (CACOFD) was formed in 2003 to promote and maintain communication, cooperation, and a positive relationship between the citizens of the City of Ocoee and the Ocoee Fire Department. Members of the CACOFD serve three-year terms and the Resolution creating the Board allows no more than nine (9) members. Currently, the Board has eight (8) members due to the recent resignation of a Member.

An application has been received by, James Cummins (District 2), who has shown an interest in being appointed to the CACOFD to complete the vacated seat with a term ending November 2025. There are no other applications on file for this Board.

Issue:

Should the Honorable Mayor and City Commissioners consider appointing James Cummins to the CACOFD Board to complete a term ending November 2025?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners consider appointing James Cummins to the CACOFD Board to complete a term ending November 2025.

Attachments:

1. Board List
2. Board Application - James Cummins

Financial Impacts:

None

Type of Item: Consent

CITIZEN ADVISORY COUNCIL FOR OCOEE FIRE DEPARTMENT

Created by Res. #2003-20 on 9/16/2003 amended by Res. #2010-012 & Res. #2022-01

Members are appointed for three-year terms.

(Up to 9 members/no less than 3 members)

(50% plus one constitutes a quorum)

Member	District	Email	Term Expires
1. Warren Channell	4	warrenchannell@yahoo.com	11/2026
2. Glenn Richardson	2	cappouch@aol.com	11/2027
3. Wayne Vaughn	2	colvaughn@cfl.rr.com	11/2027
4. Tom Legvold	4	legvoldtom@gmail.com	11/2025
5. Vacant			11/2025
6. Jim Moyer	4	Jimmoyer1956@gmail.com	11/2025
7. Kaitlyn Ochoa	3	Kaioch823@gmail.com	11/2026
8. Michael Fletcher	2	None	11/2026
9. Jim Washington	2	Jfwjr222@gmail.com	11/2026

Commission Liaison	District	Phone Number	Email
Commissioner Firstner	3	407-905-3100 x 1039	rfirstner@ocoe.org
Staff Liaison		Phone Number	Email
Tom Smothers, Fire Chief		407-905-3100 x 2001	tsmothers@ocoe.org
Recording Clerk		Phone Number	Email
Jamie Ferrer		407-554-7157	jferrer@ocoe.org
Back-Up Recording Clerk		Phone Number	Email
Joyce Brown		407-905-3140	jbrown@ocoe.org



APPLICATION FOR SERVING ON CITY BOARDS

Please use this form to apply for appointment to a citizen advisory or quasi-judicial board. Completed applications must be signed and submitted to the Office of the City Clerk, 1 N. Bluford Ave., Ocoee, FL 34761 or emailed to ccd1@ocoe.org. Applications are valid for one (1) year from the date of submission. Please direct any questions to the Office of the City Clerk, 407-905-3105.

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

Name (please print) James Cummins E-mail Address Goggles2354@gmail.com
 Home Address 1812 Sparkling Water Circle
 Phone 407-403-3961 City Resident at Least 6 Months? ☒ Yes ☐ No City District # _____

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

Place of Work Orlando International Airport Position omni elevators Apprentice
 Business Address OIA

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

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

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

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

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

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

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

Is this for Reappointment? ☐ Yes ☒ No

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

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

List any education, experience, and/or skill or civic involvement that would be relevant to serving on a board.

Is a Resume Attached? ☐ Yes ☒ No

Education: <u>High School Diploma</u>
Experience: <u>OOce explorers</u>
Special Knowledge or Skills: <u>Leading groups of people and making plans for events or work</u>
Community/Civic Organizations & Involvement: _____
Hobbies or Special Interests: <u>Hunting, fishing and riding dirt bikes</u>

ACKNOWLEDGMENT (Check Below):

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

STATE REPORTING REQUIREMENTS

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

- Race**
- ☐ African-American
 - ☐ Asian- American
 - ☐ Hispanic-American
 - ☐ Native American
 - ☒ Caucasian

- Gender**
- ☒ Male
 - ☐ Female

- Disability**
- ☐ Physically Disabled

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

Signature [Signature] Date 11/18/24



Meeting Date: December 3, 2024

Item #: 3

Contact Name: Michael Rumer
Contact Number: Ext. 1018

Department Director: Michael Rumer
City Manager: Craig Shadrix

Subject: Approval of Master Development Consulting Services Agreement for the Downtown Developer with G3 Development (RLI #24-003). (Assistant City Manager Rumer)

Background Summary:

On November 12, 2023, the City publicly advertised and requested proposals from others via RLI #24-003 and G3 was the sole respondent to RLI #24-003. On April 2, 2024, the City Commission authorized staff to enter into a contract with G3 Development as the Downtown Master Developer with a formal contract to be brought back to the City Commission. Services to be provided by G3 under this Agreement may include that of a Consultant, advising the City on how specific parcels either owned by the City or by other parties may be developed in order to meet the intent of the Downtown Master Plan or other Special Development Plans; assist the City in vetting interested developers in redeveloping specific sites either owned by the City or privately held; or, subject to a separate agreement to be negotiated by the Parties, serve as Master Developer and Construction Manager on specific sites as agreed upon by the City and G3.

Issue:

Should the Honorable Mayor and City Commissioners approve a contract with G3 Development to serve as the Master Downtown Developer under (RLI #24-003)?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve a contract with G3 Development to serve as the Master Downtown Developer under (RLI #24-003).

Attachments:

1. Master Downtown Development Consulting Services Agreement

Financial Impacts:

Sufficient funding was budgeted in the 001-515-00-3128 Account.

Type of Item: Consent

MASTER DEVELOPMENT CONSULTING SERVICES AGREEMENT

THIS MASTER DEVELOPMENT CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into, as of the last date of execution by the Parties ("Effective Date"), by and between the CITY OF OCOEE, a Florida municipal corporation (the "City") and GC Development of Lake County Inc., dba G3 Development ("G3"), which is authorized to do business in the State of Florida (City and G3 are each a "Party" and collectively the "Parties").

WHEREAS, the City solicited a Request for Letters of Interest (RLI #24-003) to engage the services of a developer to function as the Master Developer for the City's Downtown; and

WHEREAS, on November 12, 2023, City publicly advertised and requested proposals from others via RLI #24-003 and G3 was the sole respondent to RLI #24-003; and

WHEREAS, having received no competing offers, the City undertook negotiations with G3; and

WHEREAS, the Parties now intend to enter into an Agreement that shall govern the role of G3's activities to provide a variety of services, on an-on call basis, as it relates to the redevelopment of Downtown Ocoee; and

WHEREAS, services to be provided by G3 under this Agreement may include that of Consultant, advising the City on how specific parcels either owned by the City or by other parties may be developed in order to meet the intent of the Downtown Master Plan or other Special Development Plans; assist the City in vetting interested developers in redeveloping specific sites either owned by the City or privately held; or, subject to a separate agreement to be negotiated by the Parties, serve as Master Developer and Construction Manager on specific sites as agreed upon by the City and G3; and

WHEREAS, if G3 is assigned the role of Master Developer of a specific parcel or site, the Parties will negotiate and enter into a separate agreement to provide for G3 to facilitate the development of such elements as design plans, construction budget, pro-forma model(s), and schedule assumptions to better inform and guide the development, design, financing, permitting, construction, operation, and maintenance of the Project; and

WHEREAS, the Parties understand that there are no guarantees that G3 will be assigned a specific project site or development site and that this Agreement does not convey exclusivity to G3 to develop any specific City-owned redevelopment site; however, the City shall give fair and due consideration to any proposals made by G3 to develop or redevelop certain sites within Downtown Ocoee, including any proposals for private development as well as any qualifying projects serving a public purpose under the Florida Public-Private Partnerships Act, Florida Statutes § 255.065.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the Parties agree as follows:

MINIMUM TERMS OF THE AGREEMENT

1. **Definitions.** As used in this Agreement, the following Definitions shall apply.

a. *City Code* shall mean the Code of Ordinances, including the Land Development Code of the City of Ocoee.

b. *Downtown Ocoee* or the *Downtown* shall refer to the geographic area included in the Downtown Ocoee Master Plan (December 2016), the Plant Street Character Area Design Plan (June 2017), the Silver Star Road Complete Streets & Concept Redevelopment Corridor Strategies Report (June 2019), or as these plans may be subsequently amended.

c. *Hazardous Materials* shall mean asbestos and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), used oil or any petroleum products, natural gas, radioactive source material, pesticides, any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, and chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, and any rules or regulations promulgated pursuant to such statutes.

d. *Improvements* shall refer to any buildings, fixtures, roadways, sidewalks and frontages, utilities, streetlights, public art, or other constructed infrastructure.

e. *Necessary Site Improvements* shall mean those Improvements, as defined above, necessary for the redevelopment of any specific sites in Downtown Ocoee.

f. *Redevelopment Vision.* The City's Redevelopment Vision shall refer to the conceptual vision and standards set forth in the Downtown Ocoee Master Plan (December 2016), the Plant Street Character Area Design Plan (June 2017), the Silver Star Road Complete Streets & Concept Redevelopment Corridor Strategies Report (June 2019), or as these plans may be subsequently amended, as well as the City of Ocoee Land Development Code, as may be amended from time to time.

2. **Development Consulting Services.** G3 will advise the City as Consultant on a task order or on an as-requested basis to provide development consulting services to the City concerning development and re-development of Downtown Ocoee.

a. *General Consulting Services.* General Consulting Services shall include, but are not limited to the following:

i) Collecting data and developing financial pro-formas for

specific development within the Downtown;

ii) Preparing concept and site development plans for a site or sites within the Downtown;

iii) Advising the City regarding market demand for different types of potential development and their impacts of creating long-term economic vitality for Downtown Ocoee.

iv) Analyzing rights-of-way, easements, utilities and other public and private infrastructure that may be required to support development of Downtown Ocoee;

v) Reviewing and evaluating proposed development plans of other developers for Downtown Ocoee, and analyzing the abilities of their proposed development team and whether their plans meet the intent of the Downtown Master Plan;

vi) Attending meetings and conference and video conference calls with City staff members to evaluate and discuss various options for development opportunities concerning Downtown Ocoee; and

vii) Providing assistance with the preparation of any grant requests to fund Necessary Site Improvements; and

b. *Initial Consulting Services.* The parties contemplate that, during the first six (6) months of this Agreement, G3 will collect necessary data and conduct a comprehensive evaluation of Downtown Ocoee, including: (1) a review of the reports comprising of the City's Redevelopment Visions; (2) an evaluation of property holdings by the City, properties the City should consider acquiring, and properties owned by others that may be ripe for demolition, development or redevelopment, including estimated valuations; and (3) an evaluation of existing and potential uses (including any required land use and/or zoning changes), developers, and tenants and (4) make strategic and tactical recommendations in a report to the City Manager. The foregoing services shall be known as the "Initial Consulting Services."

3. **Development Consulting Services Fee.** In consideration for the development consulting services to be performed by G3 under this Agreement, the City will pay G3 as follows:

a. During the first six (6) months of this Agreement when G3 undertakes Initial Consulting Services, the City will pay G3 a monthly retainer fee of \$10,500.00 per month. For good cause, the City Manager may agree, in his sole discretion, to extend the term for Initial Consulting Services on a month by month basis. G3 expects to spend approximately 50 hours each month conducting the Initial Consulting Services. The retainer shall include coverage of G3's ongoing overhead and operational costs. The monthly retainer fee ensures that G3 will

maintain a dedicated team and resources to provide the Initial Consulting Services and allow for seamless project progression and timely responsiveness to any arising needs or challenges.

b. After the Initial Consulting Services under this Agreement have ended, if G3 is assigned specific tasks, G3 shall be compensated at the rate of \$205.00 per each hour for the work performed by any G3 principal and at \$155.00 per each hour for non-administrative work performed by any non-principals. G3 shall submit monthly billings reasonably describing the work performed and the time required to perform the work in no more than quarter-hour increments. Unless agreed-to by the City for good cause shown, G3's monthly billings shall not exceed \$10,500.00. In the alternative, the Parties may negotiate and agree to a flat fee for any specific tasks assigned to G3.

4. **Term/Termination**. The initial term of this Agreement shall be for three (3) years commencing on the Effective Date, unless terminated earlier in accordance with this Agreement. This Agreement may be renewed upon mutual agreement of the Parties in one-year increments for up to three (3) additional years beyond the initial term. The City or G3 shall have the right to terminate this Agreement at any time upon giving at least sixty (60) days' written notice to the other Party.

5. **Site Specific Redevelopment**. The Parties acknowledge and agree that G3 will serve as the City's consultant under this Agreement, but such does not create a conflict of interest that would prevent G3 from proposing projects and serving as a Master Developer for a specific site or sites within Downtown Ocoee. Nothing prohibits either G3 or the City from bringing in additional partners on site specific projects. Nothing herein prohibits G3 from using information that it generates or obtains in performing consulting or other services under this Agreement to make a development proposal to the City. The City shall give fair and due consideration to any such proposals from G3, including but not limited to any proposals for private development as well as any qualifying projects serving a public purpose under the Florida Public-Private Partnership Act, Florida Statutes § 255.065. If the City requests that G3 serve as the developer to redevelop a specific site or sites within Downtown Ocoee and G3 desires to proceed with such, the Parties will negotiate and execute a separate agreement(s) providing for the terms and conditions of G3 serving as the developer for such project(s). Among other things, such agreement will provide for:

a. **Acquisition**. Terms and conditions of acquisition of real property and granting of easements and dedication of rights-of-way as may be necessary for the proposed development;

b. **Pre-Development Activities**. Pre-Development Activities including, but are not limited to the following:

- *Financial Model*. With input provided by the City, G3 will develop a mutually acceptable financial model for the project. The proposed development project shall adhere to the City's Redevelopment Vision and be financially beneficial to the City.
- *Selection of Development Team*. Based on the project, G3 shall propose an appropriate design and development team of consultants and

contractors, subject to the City's approval; G3 shall enter into contractual agreements with the approved parties. G3 shall provide a copy of all third-party agreements to the City.

- *Testing, Reports, and Surveys.* All pre-development activities, including all geotechnical and other tests, shall be performed in a good and workmanlike manner, adhere to industry practices and all applicable laws, rules and regulations and any other requirements of governmental authorities. G3 shall provide to the City copies of all written reports, studies, analyses, surveys, designs, plans, drawings and other written, graphic materials.
- *Utility Relocation.* G3 shall make arrangements with utility, communication, cable and information technology companies, and the City to mark the location of subsurface utility, information technology, communication, and cable installations and other assets, property, equipment, infrastructure and systems necessary to serve the Project. When necessary, G3 shall make arrangements for the relocation of any such infrastructure to avoid conflict with the project and shall coordinate with and provide reasonable assistance to the City to obtain reimbursement from others for the cost of any necessary utility relocations in accordance with any franchise or other agreements, Florida common law, section 162-7 of the City Code, or Florida Statutes § 337.401 or § 337.403.

c. **Design Plans and Specifications.** Such agreement will provide for a specific project to be developed within a specific timeframe. G3 will provide to the City project specific design plans and specifications that are 30%, 60%, and 90% complete. The 30% Plans shall serve as the basis for the design of the project and shall contain at a minimum, the major design elements, the proposed project budget, and project timeline. Any change requested by the City to the design plans following approval of the 30% Plans that increases the project budget for the project shall be the financial responsibility of the City. Except as otherwise provided in this Agreement or specific task order, any other change to the 30% Plans that increases the project budget for the project shall be the financial responsibility of G3.

6. **Default.**

a. If G3 shall materially breach, violate or fail or refuse to timely perform in accordance with the requirements hereof any of the terms, conditions, covenants or agreements made by G3 herein (a "G3 Default"), the City, upon obtaining notice or knowledge thereof, shall give prompt written notice of such G3 Default to G3, but in any event within ten (10) business days. If, within ten (10) business days after receipt of such notice, G3 has not promptly commenced or proposed for the City consent its recommended course of action to cure such default (and thereafter diligently pursues such cure to completion within the period for the performance), the rights and remedies of the City shall include the right to terminate this Agreement by giving written notice to G3, whereupon this Agreement shall automatically cease and terminate, subject, however, to the rights and remedies of the City, to recover damages sustained by the City and other available remedies, and the survival of G3's indemnity and insurance obligations hereunder. In such event, the City shall pay G3 the costs and expenses actually incurred by G3 through the date of termination minus the cost of any damages sustained by the City.

b. If the City shall materially breach, violate or fail or refuse to timely perform in accordance with the requirements hereof any of the terms, conditions, covenants or agreements made by the City herein (a "City Default"), G3, upon obtaining notice or knowledge thereof, shall give prompt written notice of such City Default to the City, but in any event within ten (10) business days. If, within ten (10) business days after receipt of such notice, the City has not promptly commenced or proposed for G3 consent its recommended course of action to cure such default (and thereafter diligently pursues such cure to completion within the period for the performance), the rights and remedies of G3 shall include the right to terminate this Agreement by giving written notice to the City, whereupon this Agreement shall automatically cease and terminate. In such event, the City shall pay G3 the costs and expenses actually incurred by G3 through the date of termination.

c. Additionally, G3 shall be in material default under this Agreement if G3:

(1.) Becomes insolvent, files for relief under the United States Bankruptcy Code or otherwise takes the benefit of any present or future insolvency or bankruptcy statute, or makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee, or liquidator of any or substantially all of its property; or

(2.) Transfers its interest under this Agreement in contravention of the requirements of this Agreement; or

(3.) Places any claim of lien or actual lien against any City property interests or causes by act or omission any lien or attachment to be filed against the any site in Downtown Ocoee because of any act or omission of G3, that is not discharged or contested by G3 in good faith by proper legal proceedings within ninety (90) days after receipt of notice thereof by G3.

7. **Indemnity.** G3 agrees to indemnify and hold harmless the City, its representatives, employees, and elected and appointed officials, from all claims, judgments, damages, losses, and expense (including reasonable attorneys' fees, experts' fees, and litigation costs incurred) arising out of or resulting from the performance or nonperformance of the work or services provided within the scope of this Agreement to the extent caused in whole or part by any negligence, recklessness, or intentional wrongful misconduct of the G3 or persons employed or utilized by the G3 in the performance of any services rendered under this Agreement. If the type of services being performed under this Agreement require a maximum monetary limit of indemnification under general law, then the maximum monetary limit under this section and other indemnifications contained within this Agreement shall be three million dollars per occurrence, which the City and G3 agree bears a commercially reasonable relationship to this Agreement; otherwise there is no maximum limit of indemnification. To the extent that any portion of this section is determined to be inconsistent with Florida law, this section shall be read (not voided) to give the City the maximum amount of protection afforded by Florida law. Nothing in this Agreement is intended to waive the City's sovereign immunity or any other privilege, immunity or protection afforded by law. This section shall survive the termination, cancellation, or expiration of the Agreement, and shall not be limited by reason of any insurance coverage.

8. **Compliance with Environmental Requirements.**

a. G3 and the City shall each, in conducting any activity on sites in Downtown Ocoee, comply with all applicable local, state or federal environmental rules, regulations, statutes, laws or orders, as amended from time to time (collectively "Environmental Requirements"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. For purposes of this Agreement, the terms "Hazardous Materials" shall mean asbestos and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), used oil or any petroleum products, natural gas, radioactive source material, pesticides, any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, and chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, and any rules or regulations promulgated pursuant to such statutes.

b. Neither G3 nor the City will knowingly cause, and both the City and G3 will prohibit any discharge or disposal of any Hazardous Materials to floors, floor drains, storm or sanitary sewer systems, surface water or ground water, or the land and Buildings that comprise of Downtown Ocoee.

c. G3 shall have no obligation to undertake any environmental remediation of Hazardous Materials if, (i) such Hazardous Materials existed prior to the Effective Date and G3 has not caused, permitted, contributed to or exacerbated the presence of such Hazardous Materials; or (ii) such Hazardous Materials have migrated onto the site from an off-site source and G3 has not caused, contributed to or exacerbated the presence of such Hazardous Materials.

d. In the case of a discharge, release, spill or leak of Hazardous Materials as a result of G3's negligence, G3 shall immediately control and remediate all contamination to applicable federal, state and local standards. G3 shall reimburse the City for any penalties and all cost and expense, including without limitation reasonable attorney's fees, incurred by the City as a result of the negligent release or disposal by G3 of any Hazardous Materials. G3 shall also immediately notify the City in writing of the release, spill or leak, the control and remediation response actions taken by G3, and any responses, notifications or actions taken by any federal, state or local agency with regard to such release, spill or leak.

e. G3 shall make available for the City's review and approval all documents and materials that G3 may prepare pursuant to any requirement under this Section. The City's approval shall be required prior to G3 submitting any such documents or materials to any governmental agency, except where such prior approval would prevent G3 from complying in a timely manner with any requirement to file any notice or report regarding any release or threatened release of Hazardous Materials at, on, under or about any site in Downtown Ocoee. G3 shall provide to the City copies of all such notices and reports of releases or threatened releases when they are filed with the appropriate governmental agency.

9. **Notices.** Any notice, demand, request, consent, approval or other communication authorized or required hereunder (excluding day-to-day communication in the administration of

this Agreement in the ordinary course) shall be in writing, shall be delivered personally or by national recognized overnight courier and shall be deemed to have been duly given and received upon receipt if delivery is made on a business day during regular business hours, or otherwise on the next business day. Confirmation of delivery of notice by an overnight courier shall be conclusive evidence of receipt of such notice. Notices to a Party shall be addressed to such Party at the addresses provided below, or such other addresses as a Party may from time to time designate by written notice to the other Party.

- a. All notices provided for in this Agreement shall be in writing and delivered to the addresses below:

City: City of Ocoee
Attention: Craig Shadrix, City Manager
1 North Bluford Avenue
Ocoee, Florida 34761
Email: craig.shadrix@ocoe.org

With a copy to: Fishback Dominick, LLP
Attn: Richard S. Geller, City Attorney
1947 Lee Road
Winter Park, FL 32789
Telephone: 407-581-9800
Email: rgeller@fishbacklaw.com
Telephone: 407-262-8400

G3:

With a copy to:

10. **Insurance Coverage.** G3 shall require all engineering and design professionals performing any work pursuant to this Agreement to obtain, carry and keep in full force, professional liability insurance covering liability arising out of error, omission, or negligent acts in the performance, or lack thereof, of professional services contemplated under this Agreement in an amount of not less than \$1,000,000 per claim/ \$2,000,000 aggregate; provided G3's subcontractors who are providing engineering or professional design services

shall be required to maintain such insurance in an amount of not less than \$1,000,000 per claim/\$2,000,000 aggregate. On or before the Effective Date, and thereafter during the term hereof, G3 shall provide the City with original Certificates of Insurance, and renewal certificates of insurance thereafter, executed by a duly authorized representative of each insurer, or by the insurance agent or broker authorized to do so, as evidence of all insurance policies. No insurance policy required hereunder may be canceled, materially revised, or subject to non-renewal without at least thirty (30) calendar days prior written notice being given to the City or, in the event of cancellation for non-payment of premium, ten (10) days prior written notice. G3 shall provide the City with renewal certificates of insurance or binders not less than five (5) business days prior to such expiration. Insurance shall be maintained without lapse in coverage during the term of this Agreement. The City shall also be given certified copies of G3's policies of insurance, upon request.

11. **To Bind Each Party.** The Parties represent and warrant that the signatories below are duly authorized by the Party each represents to enter into this Agreement, and by their signatures do bind the Parties to the terms of this Agreement.

12. **Controlling Law.** This Agreement is governed by and will be interpreted and enforced under the laws of the State of Florida. G3 and the City agree that this Agreement was jointly negotiated and drafted, and, therefore, waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

13. **No Waiver of Sovereign Immunity.** Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the City may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

14. **Limitation of Liability.** **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE, OR COST OF COVER INCURRED BY THE OTHER PARTY OR ANY THIRD PARTIES ARISING OUT OF THIS AGREEMENT AND/OR CONCERNING THE PERFORMANCE OF SERVICES BY G3 OR BY THE CITY UNDER THIS AGREEMENT OR UNDER A TASK ORDER ISSUED UNDER THIS AGREEMENT.**

15. **No Third Party Beneficiaries.** It is the intent of the Parties that no third party beneficiary interest is created in this Agreement. The Parties are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation construing a different intent, and in any event expressly disclaim any such acts or actions.

16. **Use, Possession or Sale of Alcohol or Drugs.** G3, its officers, directors, employees and agents shall cooperate and comply with the provisions of the Federal Drug-Free Workplace Act of 1988 or any successor thereto, concerning the use, possession or sale of alcohol or drugs.

17. **Venue; Waiver of Jury Trial.** Any dispute between the Parties arising out of or relating to this Agreement that cannot be resolved between the Designated Representative of the

Parties shall be referred to the City Attorney's Office and a duly appointed officer of G3 for the duration of the Term. If the City and G3 cannot reach an agreement resolving the dispute within a reasonable period of time not to exceed thirty (30) days after referral of the dispute to officers of the Parties, the City or G3 shall have the right to schedule mediation before a mediator certified by the Florida Supreme Court. Only after an impasse occurs in mediation may either party pursue litigation. In no event shall the existence of litigation of any controversy, or the settlement thereof in and of itself delay the performance of any obligations under this Agreement. **IN THE EVENT LITIGATION IS PROSECUTED BY ANY PARTY HERETO, THE CITY AND G3 AGREE TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW TO WAIVE TRIAL BY JURY.** The sole and exclusive venue for resolution of any and for dispute, claim, or controversy arising out of or relating to this Agreement shall be the state courts in Orange County, Florida.

18. **Independent Contractor.** G3 understands and acknowledges that the G3 is an independent contractor of, but is not an employee of the City. As a result, the City will not withhold income taxes or pay any employee taxes on its behalf; nor will G3 receive any benefits of an employee. G3 shall not have any authority to assume or create any obligations, express or implied, on behalf of the City and shall have no authority to represent the City as agent, employee, or in any other capacity except as authorized by the City in writing.

19. **Assignment.** G3 shall not permit this Agreement or any of its obligations or rights hereunder to be delegated or assigned voluntarily, involuntarily or by operation of law, without the express prior written authorization of the City at its sole and absolute discretion; provided, however, that G3 may assign this agreement in whole or in part to an affiliate of G3, so long as G3 remains in control of such affiliate and such assignment does not relieve G3 of its financial obligations under this Agreement. No such written authorization to assign all or part of this Agreement shall be construed as discharging or releasing G3 from the fulfillment of obligations under this Agreement. This Agreement shall inure to the benefit of, and bind the Parties and their permitted successors and permitted assigns.

20. **Public Records Law.** Pursuant to section 119.0701(2)(a), Florida Statutes, G3 is advised as follows: **IF G3 HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO G3'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, MELANIE SIBBITT, CITY CLERK, AT (407) 905-3105, OR EMAIL ccdl@ocoe.org.** By entering into this Agreement, G3 acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Agreement are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution.

21. **Nondiscrimination and Americans with Disabilities Act.** G3 shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by this Contract. G3 agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any Services funded by City, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations,

guidelines, and standards. In performing under this Agreement, G3 agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

22. **E-Verify.** In accordance with Section 448.095, Florida Statutes, and Section (5) thereto, G3 shall register and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees hired by G3 on or after the effective date of this Agreement and thereafter during the remaining term of this Agreement, including subcontractors. If and to the extent the Agreement meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into this Agreement as if fully set forth herein. G3 covenants and agrees that if the City has a good faith belief that G3 has knowingly violated or if Contractor is found to have violated this Section, Section 448.095, Florida Statutes, or any presidential Executive order and subsequent Federal Acquisition Regulation (FAR) requiring federal contractors to use E-Verify, if applicable, then the following shall be true: (i) such shall be a material breach of this Contract by Contractor; (ii) Contractor shall indemnify, defend, and hold harmless the City from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the City; (iii) the City may terminate this Contract immediately and without penalty and such termination shall not be or be considered a breach of this Contract; and (iv) Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Contract. Contractor acknowledges and understands that if the City terminates this Contract in accordance with this Section, the Contractor shall be ineligible for award of a public contract for at least 1 year after the date on which the Contract was terminated.

23. **Confidential Information.** Except and to the extent required by section 119.07(1), Florida Statutes, or as may be required by the lawful order of a court or agency of competent jurisdiction, G3 agrees to keep secret and confidential indefinitely all trade secret information concerning the City which was acquired by or disclosed to G3, including, without limitation, information relating to the Downtown Master Plan or other Special Development Plans ("Confidential Information"). G3 shall not disclose such Confidential Information, either directly or indirectly, to any other person, firm or business entity, or use it in any way.

24. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties, and may be amended or modified only in writing, executed by each Party. A waiver of enforcement of any obligation or waiver of covenant or the exercise of any right or remedy shall be in writing and signed by the Party to be bound thereby in order to be effective. The provisions of this Agreement are severable and the invalidity of one or more of the other provisions hereof shall not affect the validity or enforceability of any of the provisions hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the latest date written below.

**GC DEVELOPMENT OF LAKE COUNTY INC.,
D/B/A G3 DEVELOPMENT**

By: _____
Its:

**CITY OF OCOEE, FLORIDA, a Florida municipal
corporation**

By: _____
Rusty Johnson, Mayor

ATTEST:

Melanie Sibbitt, City Clerk

(SEAL)

APPROVED BY THE CITY OF OCOEE
COMMISSION AT A MEETING HELD ON

_____, _____
UNDER AGENDA ITEM NO. ____

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

FISHBACK DOMINICK

By: _____
Richard S. Gellar, City Attorney

S:\AKA\CLIENTS\Ocoee, City of\G3 (Master Developer)\Agreement_Master Downtown Developer V5.3 (RSG. REV.)
(CLEAN) 11 22 24.docx

STAFF REPORT

Meeting Date: December 3, 2024
Item #: 4

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

Department Director: Thomas Smothers
City Manager: Craig Shadrix

Subject: Approval of Educational Affiliation Agreement with Orlando Medical Institute. (Deputy Fire Chief Van Camp)

Background Summary:

The Ocoee Fire Department is seeking to renew a formal affiliation agreement with Orlando Medical Institute (OMI), which will allow personnel who are attending paramedic school the ability to complete their ride time on the agency's rescue units and receive credit towards their education.

Issue:

Should the Honorable Mayor and City Commissioners approve and authorize the Mayor to enter into an affiliation agreement with OMI to enable personnel to receive credit for paramedic clinical ride time?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve and authorize the Mayor to enter into the affiliation agreement with OMI.

Attachments:

1. OMI Affiliation Agreement

Financial Impacts:

There is no financial impact caused by this Agreement.

Type of Item: Consent



ORLANDO MEDICAL INSTITUTE AFFILIATION AGREEMENT

I. PARTICIPATING AGENCIES

THIS AGREEMENT between **Orlando Medical Institute**, hereinafter referred to as the Agency, and **Ocoee Fire Department** hereinafter referred to, as Fire/EMS Service shall be effective from November 1, 2024 thru November 30, 2025.

II. PURPOSE OF AGREEMENT

It is mutually agreed that the purpose of this Agreement is to provide a comprehensive learning experience for participants from **Ocoee Fire Department** within a clinical setting, in accordance with provisions of the guidelines set forth in this agreement.

III. GENERAL PROVISIONS OF AGREEMENT

- A. Both parties agree that there will be no distinction in employment or placement because of race, sex, color, creed, age, national origin, religion, martial status, disability or handicap and adhere to the provisions of Federal and State laws regarding discrimination.
- B. The Fire/EMS Service will provide, at the Participant's expense, emergency care for injuries or acute illness while on duty at the Fire/EMS agency in accordance with the provisions of this Agreement.
- C. This Agreement shall be subject to review and renewal annually, by a Letter of Agreement, provided, however, that either party shall have the right to terminate this Agreement upon 30 days written notice.

IV. SPECIFIC RESPONSIBILITIES OF ORLANDO MEDICAL INSTITUTE

- A. **Orlando Medical Institute** shall designate a person or persons to coordinate and act as liaison with the appropriate Fire/EMS Service personnel.
- B. **Orlando Medical Institute** shall provide the **Ocoee Fire Department** with a list of participants in the learning experience before each program is to start.
- C. **Orlando Medical Institute** shall insure that participants have the necessary didactic prerequisites to maximize the learning experience at the Fire/EMS Service.
- D. **Orlando Medical Institute** shall insure that the participants comply with the provisions of Section VI.

- E. **Orlando Medical Institute** does undertake and agree that it will indemnify and hold harmless **Ocoee Fire Department** and its officers, directors, employees, and agents, and reasonable attorney's fees on account thereof, that may be sustained or incurred by reason of any and all claims, demands, suits, actions, judgments, and executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to the activity of any student.
- F. **Orlando Medical Institute** shall procure and maintain, during the term of this Agreement and any renewal, liability insurance to cover any and all liability (including professional liability) for claims, damages, or injuries to persons or property of whatsoever kind of nature arising out of the activities of the participants carried out under this Agreement. Such insurance shall be on an occurrence basis in amounts no less than \$3,000,000/\$1,000,000 for personal injuries and **Ocoee Fire Department** shall be an additional named insured under such general and professional liability policy or policies. **Orlando Medical Institute** shall submit certificates of insurance to **Ocoee Fire Department** evidencing such insurance at the time of the execution of this Agreement, and as requested by the Fire/EMS Service. **Orlando Medical Institute** agrees that **Ocoee Fire Department** will receive no less than thirty (30) days written notice prior to cancellation, modification, or non-renewal of any of the insurance coverages described herein.
- G. **Orlando Medical Institute** will coordinate a calendar with students' name and dates. OMI will submit this calendar to Ocoee Fire Department by agreed upon date.

V. SPECIFIC RESPONSIBILITIES OF OCOEE FIRE DEPARTMENT

It shall be the responsibility of **Ocoee Fire Department** to:

- A. Provide an appropriate orientation of participants in connection with its facilities and its policies and procedures.
- B. Provide opportunities for a learning experience with appropriate supervision.
- C. Retain ultimate responsibility for patient care even if a student gives that care.
- D. Designate a preceptor (or coordinator) from its staff to act as the liaison with the Agency in this Agreement, as appropriate to the learning objectives.

VI. SPECIFIC RESPONSIBILITIES OF THE PARTICIPANT (STUDENT)

It shall be the responsibility of the participant(s) assigned through this Agreement to:

- A. Comply with the policies and procedures of **Ocoee Fire Department**. Provide the necessary and appropriate uniform while on duty at the Fire/EMS agency

- B. Obtain prior written approval of both parties to this Agreement before publishing any material related to the learning experience provided under the terms of the Agreement.
- C.. Sign a "Hold Harmless Agreement" with **Ocoee Fire Department** prior to commencing his/her experience within the Fire/EMS Agency.
- D. At all times wear the appropriated badge on every clinical, and comply in all respects with the student requirements set forth in the requirements Sheets.

VII. REQUEST FOR WITHDRAWAL OF PARTICIPANT

Ocoee Fire Department shall reserve the right to request **Orlando Medical Institute** to withdraw any participant from its facilities whose conduct or work with patients or personnel is not in accordance with the policies and procedures of **Ocoee Fire Department** or is detrimental to patients or others. **Ocoee Fire Department** reserves the right to send any student home if they cannot accommodate the student at scheduled time.

VIII. MODIFICATION OF AGREEMENT

Modification of this Agreement may be made by mutual consent of both parties, in writing, and attached to this Agreement and shall include the date and the signatures of parties agreeing to the modification.

IX. COPIES OF AGREEMENT

Copies of this signed Agreement shall be placed on file and be available at the Corporate office of **Orlando Medical Institute** and in the offices of **Ocoee Fire Department**

X. SIGNATURES TO AGREEMENT

A. **Ocoee City Hall**
1 N Bluford Ave, Ocoee, FL 34761

- 1. Signed by: _____
- 2. Title: Mayor Rusty Johnson
- 3. Date: _____

B. **Orlando Medical Institute**
6925 Lake Ellenor Drive, Ste 300 Orlando, FL 32809

- 1. Signed by: /s/Abigail Marquez
- 2. Title: Vice President
- 3. Date: November 18, 2024



Meeting Date: December 3, 2024
Item #: 5

Contact Name: Mark Johnson
Contact Number: Ext. 5002

Department Director: Mark Johnson
City Manager: Craig Shadrix

Subject: Approval to Piggyback Omnia's Contract for the Prairie Lake Park Playground Project. (Parks and Leisure Services Director Johnson)

Background Summary:

As part of our ongoing efforts to keep our city facilities up to date and equipment replaced with durability and maintenance in mind, the Parks and Leisure Services Department has selected the Kompan line as the preferred equipment to meet our needs.

The Parks and Leisure Services Department budgeted \$150,000.00 in the Fiscal Year 24/25 Capital Budget to replace the playground at Prairie Lake Park. Staff is requesting approval to waive the bid process and piggyback on the Omnia Contract #2017001135, competitively bid by Lead Agency City of Charlotte, NC, for the installation of a playground by Kompan, Inc.

Kompan has submitted a proposal to supply and install the playground equipment in accordance to the plans, with unit pricing in the amount of \$146,370.65, based upon the aforementioned contract.

Issue:

Should the Honorable Mayor and City Commissioners approve piggybacking on the Omnia Contract #2017001135 and award the supply and installation of the Prairie Lake Playground to Kompan in the amount of \$146,370.65?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve piggybacking on the Omnia Contract #2017001135 and award supplying and installation of the Prairie Lake Playground to Kompan, Inc. in the amount of \$146,370.65 and authorize the Mayor, City Clerk, and Staff to execute the required contract documents once the required bonds and insurance are received. Staff also recommends that the City Manager be authorized to approve change orders to this contract up to the limit of his purchasing authority for each change order, and up to the budgeted amount for this project for all change orders.

Attachments:

1. Sales Proposal
2. Prairie Lake Park Playground Site Plan
3. 2024 Amendment OMNIA Contract #2017001135-13
4. Kompan Inc. Cooperative Contract Contract Documentation
5. Kompan Inc. Cooperative Contract Pricing and Shipping

Financial Impacts:

Funds are appropriated in the Parks and Leisure Services Department Capital Budget, account number 317-572-10-6302. (Job #P000441), for installing a Playground at Prarie Lake Park.

Type of Item: Consent

Sales Proposal

City of Ocoee
Dan Abdo
1 N. Bluford Ave
Ocoee, FL 34761

Quote No. SP144323-1
Customer No. 790009
Document Date 11/12/2024
Expiration Date 12/31/2024

Sales Representative Audra Bussey
Email AudBus@Kompan.com
Phone No. 407-443-1752 / 800-426-9788

Project Name US319773 Prairie Lake Park Ocoee

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
	OMNIA Partners Contract #2017001135				
<u>PCM212531-CUSTOM</u>	PCM212531 VARIANT THE KEY 20324457	1 Pieces	72,610.00	10.16	65,232.82
					
<u>PCM102931-CUSTOM</u>	PCM102931 VARIANT CASTLE SPIRE TOWER 20324463	1 Pieces	21,710.00	10.16	19,504.26
					
<u>M18212-12P</u>	Horse Seesaw - Brown & Sand In-ground 60cm	1 Pieces	3,800.00	10.16	3,413.92
					
<u>ELE400024-3717F</u>	Spinner Bowl - Yellow In-ground 90cm	1 Pieces	1,390.00	10.16	1,248.78
					
<u>KSW924-CUSTOM</u>	CUSTOM - Swing Frame, 4 Seat, 8 ft H In-ground 90cm 20323449	1 Pieces	6,910.00	10.16	6,207.94
					
FREIGHT	Freight	1 Pieces	9,549.40		9,549.40

Sales Proposal

City of Ocoee
Dan Abdo
1 N. Bluford Ave
Ocoee, FL 34761

Quote No. SP144323-1
Customer No. 790009
Document Date 11/12/2024
Expiration Date 12/31/2024

Sales Representative Audra Bussey
Email AudBus@Kompan.com
Phone No. 407-443-1752 / 800-426-9788

Project Name US319773 Prairie Lake Park Ocoee

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
INSTALL SPECIAL	Installation of KOMPAN Equipment	1 Pieces	41,213.53		41,213.53
	Please read attached General Assumptions and Exclusion document for information on Install/Sitework.				
	Excludes sitework, products, & services not listed.				
	Assumes site to be accessible & install ready.				
	Please allow 11 to 13 weeks for product delivery upon order placement.				
	Equipment is as per Prairie Lake Park Site Plan K1.0 - dated 11/11/2024				

Description	Qty	Retail Price	Discount	Net Price
No. of Products	5			
Subtotal - Products		106,420.00	10,812.28	95,607.72
Subtotal - Installation		41,213.53		41,213.53
Subtotal - Freight		9,549.40		9,549.40
Total USD				146,370.65

Business Agreement OMNIA Partners Contract
Payment Terms 50% Prepayment , 50% Net 30 days

Installation Site Address

Prairie Lake Park
2075 Hackney Road
Ocoee, FL 34761

Sales Proposal

City of Ocoee
Dan Abdo
1 N. Bluford Ave
Ocoee, FL 34761

Quote No. SP144323-1
Customer No. 790009
Document Date 11/12/2024
Expiration Date 12/31/2024

Sales Representative Audra Bussey
Email AudBus@Kompan.com
Phone No. 407-443-1752 / 800-426-9788

Project Name US319773 Prairie Lake Park Ocoee

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.
Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability. Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within this Master Agreement, which is hereby acknowledged.
Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative. Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn. Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

This information required for order placement:

Accepted By (Please Print): _____

Accepted By (Title): _____

Accepted By (signature): _____

Date: _____

Date Equipment needed on site: _____

Bill To: _____

Ship To: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Contact: _____

Contact: _____

Contact Email: _____

Contact Email: _____

Contact Phone (Office): _____

Contact Phone (Office): _____

Contact Phone (Cell): _____

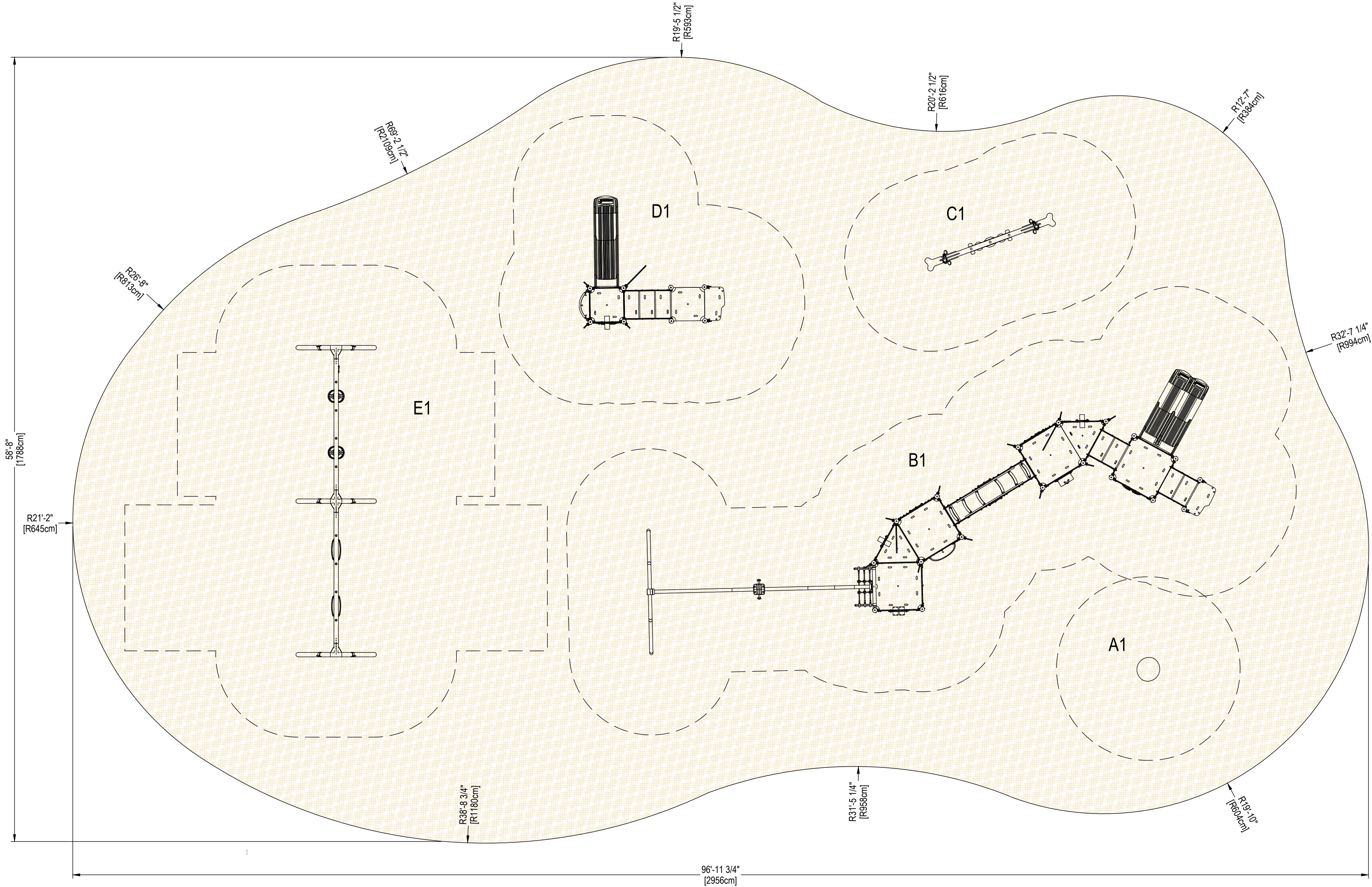
SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

ADA ACCESSIBLE PATH TO SITE IS REQUIRED,
PER 2010 ADA STANDARDS (SECTION 206)

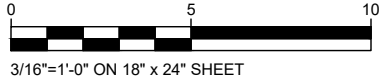
QUALIFYING ADA RAMP FOR ACCESSIBLE PATH TRANSITION
INTO PLAY AREAS WITH ACCESSIBLE LOOSE FILL
SURFACING IS REQUIRED. MAINTENANCE OF SURFACING IS
THE RESPONSIBILITY OF THE SITE OWNER/OPERATOR.

EWf SAFETY SURFACING:
AREA: 4,459 SF
PERIMETER: 260 LF



#	Product Number	Product Name	M.F.H.	Count
A	ELE400024-xx17E	Spinner Bowl	20"	1
B	PCM212531-CUSTOM_20324457	Custom Castle's Outer Gate	6'6"	1
C	M18212-xxP	Horse Seesaw	3'3"	1
D	PCM102931-CUSTOM_20324463	Custom Castle Spire Tower	3'10"	1
E	KSW924-CUSTOM_20324060	Swings - 2 belt, 2 infant swings	7'11"	1

Prairie Lake Park
2075 Hackney Road
Ocoee, FL 34761
Site Plan



MANUFACTURER'S SHOP DRAWING:
FOR USE BY CONTRACTOR, ENGINEER, OR DESIGN PROFESSIONAL OF RECORD. SEE SIGNED SALES PROPOSAL FOR COMPLETE SCOPE TO BE PROVIDED BY KOMPAN OR REPRESENTING AGENCY. CONFIRM FINAL PLAN AND SCOPE WITH KOMPAN SALES REP OR PROJECT MANAGER PRIOR TO USE FOR REVIEW, PERMITTING, OR CONSTRUCTION.
TO BE READ CONJUNCTIVELY WITH KOMPAN'S STANDARDS FOR SITE PREPARATION, MATERIALS AND INSTALLATION PROCESSES. PROVIDED AFTER EQUIPMENT PURCHASE, A COMPLAINT PLAYGROUND TO KOMPAN'S STANDARDS MUST SATISFY ALL REQUIREMENTS IN THE CODE OF CONDUCT.
SLAB BY OTHERS UNLESS OTHERWISE NOTED. FOR SURFACE MOUNT OPTIONS, THE CONCRETE REQUIREMENTS MAY BE UP TO 3" OF 3,000 PSI MINIMUM COMPRESSIVE STRENGTH. CONTACT KOMPAN FOR SPECIFIC PRODUCT REQUIREMENTS. ALL COMPOSITE STRUCTURES SHOWN REQUIRE A SITE GRADE OF 2% MAXIMUM, 1% OPTIMAL. SPECIFICATIONS FOR EACH KOMPAN STRUCTURE MAY BE FOUND AT KOMPAN.COM/KOMPANMASTER.
DIMENSIONS OF PLAY AREA, SIZE AND ORIENTATION, LOCATIONS OF ALL EXISTING UTILITIES, EQUIPMENT AND SITE FURNISHINGS TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.
PREPARED AND PRINTED IN USA BY KOMPAN © 2024 KOMPAN, INC. AUSTIN, TX, USA 800-426-9788



KOMPAN
Let's play

SALES REPRESENTATIVE			SHEET	
Audra Bussey			K1.0	
REVIEW BY	DRAWN BY	DATE	REVISION NOTES	
DESIGN	JonSch	11/11/2024		
REV. NO.	REV. BY	REV. DATE		
-	-	-		

LAYOUT IS IN ACCORDANCE WITH ASTM F1487

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**THIRTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS
AND SERVICES**

THIS THIRTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Thirteenth Amendment") is made and entered into this 8 of January 2024, by and between Kompan, Inc., a Delaware corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Kompan Inc. dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018, to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on May 1, 2018, to incorporate new products and unit price adjustments.
- D. The parties amended the Contract on September 1, 2018, to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019, to incorporate unit price adjustments.
- F. The parties amended the Contract on May 15, 2019, to incorporate third-party products and price lists.
- G. The parties amended the Contract on January 1, 2020, to incorporate unit price adjustments.
- H. The parties amended the Contract on January 1, 2021, to incorporate unit price adjustments.
- I. The parties amended the Contract on May 17, 2021, to incorporate unit price adjustments and add the Domestic (U.S.) procurement preference clause.
- J. The parties amended the Contract on January 1, 2022, to incorporate unit price adjustments and replace the commercial non-discrimination clause.
- K. The parties amended the Contract on July 1, 2022, to extend the Term of the Contract by the first of two (2) two-year renewal terms and to incorporate certain other changes.
- L. The parties amended the Contract on December 22, 2022, to incorporate price adjustments and to incorporate certain other changes.
- M. The parties amended the Contract to extend the Term of the Contract by the second of two (2) two-year renewal terms and to incorporate certain other changes.
- N. The parties now desire to amend the Contract to incorporate the 2024 price list and the third-party products lists and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Thirteenth Amendment by reference.
2. Defined terms used in this Thirteenth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Thirteenth Amendment incorporates price adjustments for 2024 in Exhibit A.3 and the Third Party Price List 2024 attached in Exhibit A.4.
4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

- **IN WITNESS WHEREOF**, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Thirteenth Amendment to be executed as of the date first written above.

KOMPAN, INC.:

BY: 
(signature)

PRINT NAME: Eric Lewis

TITLE: Treasurer

DATE: 12/27/2023

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: See Attachment Below
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: January 08, 2024

Submitted by: Angelica Witherell

Submitter email: angelica.witherell@charlottenc.gov

Contract #: 2017001135

Amendment #: ¹

Contract Name: Playground Equipment, Site Accessories, Surfacing, and Related Products and Services

Vendor Legal Name: Kompan, Inc.

Vendor #: 303668

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Liz Babson
Key: f08f2b82106208b0804836a6d9b68



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
12/27/2023

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37205191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com																					
INSURED Kompan Inc. Kompan California, Inc 605 W Howard Lane, Suite 101 Austin, TX 78753	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B:</td><td>Scottsdale Insurance Company</td><td>41297</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Zurich American Insurance Company	16535	INSURER B:	Scottsdale Insurance Company	41297	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** W32097428**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.

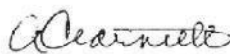
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y Y	GLO 1058275-08	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y Y	BAP-0246011-05	04/01/2023	04/01/2024	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 RETENTIONS \$		XLS2001762	04/01/2023	04/01/2024	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 No N/A Y	WC-0246012-05	04/01/2023	04/01/2024	☒ 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 04/28/2023 WITH ID: W28853461.

Certificate Holder is included as an Additional Insured as respects to General Liability when required by written contract. General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured(s) when required by written contract. Waiver of Subrogation applies in favor of Additional Insured(s) with respects to General Liability when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Charlotte Procurement Management Division 600 East 4th Street Charlotte, NC 28202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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SR ID: 25188498

BATCH: 3258887

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ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Kompan Inc. Kompan California, Inc 605 W Howard Lane, Suite 101 Austin, TX 78753	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Certificate Holder is included as an Additional Insured as respects to Auto Liability when required by written contract. Auto Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured(s) when required by written contract. Waiver of Subrogation applies in favor of Additional Insured(s) with respects to Auto Liability when required by written contract.

Waiver of Subrogation applies in favor of Certificate Holder/Additional Insured(s) with respects to Workers Compensation as permitted by law.

Contract #2017001135-13 - PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

Certificate of Insurance

NOTE: This insurance certificate describes the insurance cover as per the date of issuance of the certificate and it does not imply any restriction for the insurance to be changed or cancelled.

The undertaking of Zurich Danmark, Filial af Zurich Insurance plc, Ireland, does not in any case include, neither as against the insured nor against any third party, anything other than stated in the insurance contract documents in force at the time of application.

Zurich Danmark, Filial af Zurich Insurance plc, Ireland

Zurich certifies that the following insurance policies have been issued to:

Policyholder	Kompan Holding A/S C.F. Tietgens Boulevard 32C 5220 Odense SØ Denmark	
Co-Insured	Any subsidiary companies, any affiliated or associated companies	
Type of insurance	General Liability including Products Liability	
Policy number	16207	
Policy period	April 1, 2023 – March 31, 2024	
Geographical Area	Worldwide excl. Russia, Belarus and Ukraine	
Limit of liability	Per Occurrence	USD 7.000.000
	Per Aggregate	USD 7.000.000

Notwithstanding the currency used in this Certificate, the Policy currency is in DKK. The Policy currency shall always prevail in the event of currency/ FX fluctuations and the Sum Insured could never exceed the Sum Insured stated in the Policy.

Place and date Copenhagen, March 16, 2023

Zurich Danmark, Filial af Zurich Insurance plc, Ireland



Carsten Christoffersen
CEO

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

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2023 Policy No. WC 0246012 - 05

Endorsement No.

Insured Kompan, Inc

Premium \$

Insurance Company Zurich American Insurance Company

Countersigned by _____

Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 1058275-08	04/01/2023	04/01/2024		02058000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: KOMPAN, INC.

Address (including ZIP Code):

605 WEST HOWARD LANE SUITE 101
AUSTIN, TX 78753

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.
- F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 1058275-08	04/01/2023	04/01/2024		02058000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.



Notification to Others of Cancellation or Nonrenewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 1058275-08	04/01/2023	04/01/2024	04/01/2023	02058000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

Liquor Liability Coverage Part

Products/Completed Operations Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
ANY PERSON OR ORGANIZATION TO WHICH YOU	
ARE REQUIRED TO PROVIDE NOTICE OF CANCELLATION IN A	
WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR	30
TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS	
PROHIBITED BY LAW.	

All other terms and conditions of this policy remain unchanged.

Coverage Extension Endorsement



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. BAP 0246011 - 05

Effective Date: 04/01/2023

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
- (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
- (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
- (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:
 - (a) Are the property of an "insured"; and
 - (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

[REGISTER](#)**Kompan Inc.**
Playground Solutions

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

City of Charlotte, NC

Contract Number: 2017001135

July 1, 2017 through June 30, 2022

Option to renew for two (2) additional two-year periods through June 30, 2026

RENEWED THROUGH June 30, 2024



Pricing

OMNIA Partners participants can purchase KOMPAN playground products at the following discounts:

Category	Percentage Discount
Playground Equipment (i.e. themed systems, stand alone activities, system components)	10%
Outdoor Fitness Equipment	10%
Site Accessories (i.e. benches, picnic tables, planters, receptacles, bike racks)	5%
Surfacing	10%
Related Products (i.e. shades, skate parks, water parks)	5%

Category		Percentage Discount
Service (i.e. installation, design, layout, repair, maintenance, removal, disposal)		5%
List Price of KOMPAN Equipment	Additional Volume Discount	
\$100,000-\$199,000	3%	
\$200,000-\$499,999	6%	
\$500,000 and over	11%	

Volume discounts will be applied to the net contract price. For example, an order that includes \$210,000 will be calculated by first applying the 10% contract discount for a discounted price of \$189,000 and next the volume discount will be applied to that discounted contract price: Ex: $\$189,000 \times .94 = \$177,660$

Shipping

All shipments shall be F.O.B destination with freight charges prepaid and listed separately. Actual freight charges shall be added at the time of invoicing as determined and supported by the carrier's freight bill. Selection of the freight carrier shall be the option of the customer. Estimated freight charges shall be provided at the time of quotation. Additional cost for expedited delivery may be added.

STAFF REPORT

Meeting Date: December 3, 2024

Item #: 6

Contact Name: Mark Johnson
Contact Number: Ext. 5002

Department Director: Mark Johnson
City Manager: Craig Shadrix

Subject: Approval to Piggyback Omnia's Contract for the Jim Beech Center Playground Project. (Parks and Leisure Services Director Johnson)

Background Summary:

As part of our ongoing efforts to keep our city facilities up to date and equipment replaced with durability and maintenance in mind, the Parks and Leisure Services Department has selected the Kompan line as the preferred equipment to meet our needs.

The Parks and Leisure Services Department has budgeted \$100,000.00 in the Fiscal Year 24/25 Capital Budget to replace the playground at The Jim Beech Recreation Center. Staff is requesting approval to waive the bid process and piggyback off the Omnia Contract #2017001135, competitively bid by Lead Agency City of Charlotte, NC, for installation of a playground by Kompan, Inc.

Kompan, Inc. has submitted a proposal to supply and install the playground equipment in accordance to the plans, with unit pricing in the amount of \$100,000.00, based upon the aforementioned contract.

Issue:

Should the Honorable Mayor and City Commissioners approve piggybacking on the Omnia Contract #2017001135 and award the supply and installation of the Jim Beech Center Playground to Kompan for the amount of \$100,000.00?

Recommendations:

Staff recommends the Honorable Mayor and the City Commissioners proceed with piggybacking on the Omnia Contract #2017001135 and award the supply and installation of the Jim Beech Center Playground to Kompan, Inc. in the amount of \$100,000.00, and authorize the Mayor, City Clerk, and Staff to execute the required contract documents once the required bonds and insurance are received. Staff also recommends that the City Manager be authorized to approve change orders to this contract up to the limit of his purchasing authority for each change order, and up to the budgeted amount for this project for all change orders.

Attachments:

1. Sales Proposal
2. Jim Beech Recreation Center Site Plan (with Argo)
3. 2024 Amendment OMNIA Contract #2017001135-13
4. Kompan Inc. Cooperative Contract - Contract Documentation
5. Kompan Inc. Cooperative Contract - Pricing and Shipping

Financial Impacts:

Funds are appropriated in the Parks and Leisure Services Department Budget, account number 110-572-00-6302. (Job #P000444), for installing the playground at the Jim Beech Recreation Center.

Type of Item: Consent

Sales Proposal

City of Ocoee
Dan Abdo
1 N. Bluford Ave
Ocoee, FL 34761

Quote No. SP144430-4
Customer No. 790009
Document Date 11/13/2024
Expiration Date 12/31/2024

Sales Representative Audra Bussey
Email AudBus@Kompan.com
Phone No. 407-443-1752 / 800-426-9788

Project Name US319775 Beech Rec Center Playground

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
<u>Equipment</u>					
<u>KSW924-CUSTOM</u>	CUSTOM - Swing Frame, 2 belt, 2 You&Me Seats In-ground 90cm 20324418	1 Pieces	9,040.00	10.00	8,136.00
					
<u>PCE410131-CUSTOM</u>	Custom Denali 20324419	1 Pieces	67,600.00	22.00	52,728.00
					
<u>GXY801900-3717</u>	Argo - Night Sky Blue In-ground 90cm	1 Pieces	4,860.00	18.00	3,985.20
					
FREIGHT	Freight <u>Installation</u>	1 Pieces	7,805.00		7,805.00
INSTALL SPECIAL	Installation of Kompan Equipment <u>Notes</u>	1 Pieces	29,000.00	5.70	27,345.80
Please read attached General Assumptions and Exclusion document for information on Install/Sitework.					
Excludes sitework, products, & services not listed.					
Assumes site to be accessible & install ready. Does not include surfacing. Please allow 10 to 12 weeks for product delivery upon order placement.					

Sales Proposal

City of Ocoee
Dan Abdo
1 N. Bluford Ave
Ocoee, FL 34761

Quote No. SP144430-4
Customer No. 790009
Document Date 11/13/2024
Expiration Date 12/31/2024

Sales Representative Audra Bussey
Email AudBus@Kompan.com
Phone No. 407-443-1752 / 800-426-9788

Project Name US319775 Beech Rec Center Playground

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
	Equipment is as per Beech Recreation Center Playground Update, K1.0 - dated 11/14/24					

Description	Qty	Retail Price	Discount	Net Price
No. of Products	3			
Subtotal - Products		81,500.00	16,650.80	64,849.20
Subtotal - Installation		29,000.00	1,654.20	27,345.80
Subtotal - Freight		7,805.00		7,805.00
Total USD				100,000.00

Business Agreement OMNIA Partners Contract
Payment Terms 50% Prepayment , 50% Net 30 days

Installation Site Address

Beech Playground
1820 A D Mims Rd
Ocoee, FL 34761

Sales Proposal

City of Ocoee
Dan Abdo
1 N. Bluford Ave
Ocoee, FL 34761

Quote No. SP144430-4
Customer No. 790009
Document Date 11/13/2024
Expiration Date 12/31/2024

Sales Representative Audra Bussey
Email AudBus@Kompan.com
Phone No. 407-443-1752 / 800-426-9788

Project Name US319775 Beech Rec Center Playground

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.
Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability. Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within this Master Agreement, which is hereby acknowledged.
Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative. Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn. Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

This information required for order placement:

Accepted By (Please Print): _____

Accepted By (Title): _____

Accepted By (signature): _____

Date: _____

Date Equipment needed on site: _____

Bill To: _____

Ship To: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Contact: _____

Contact: _____

Contact Email: _____

Contact Email: _____

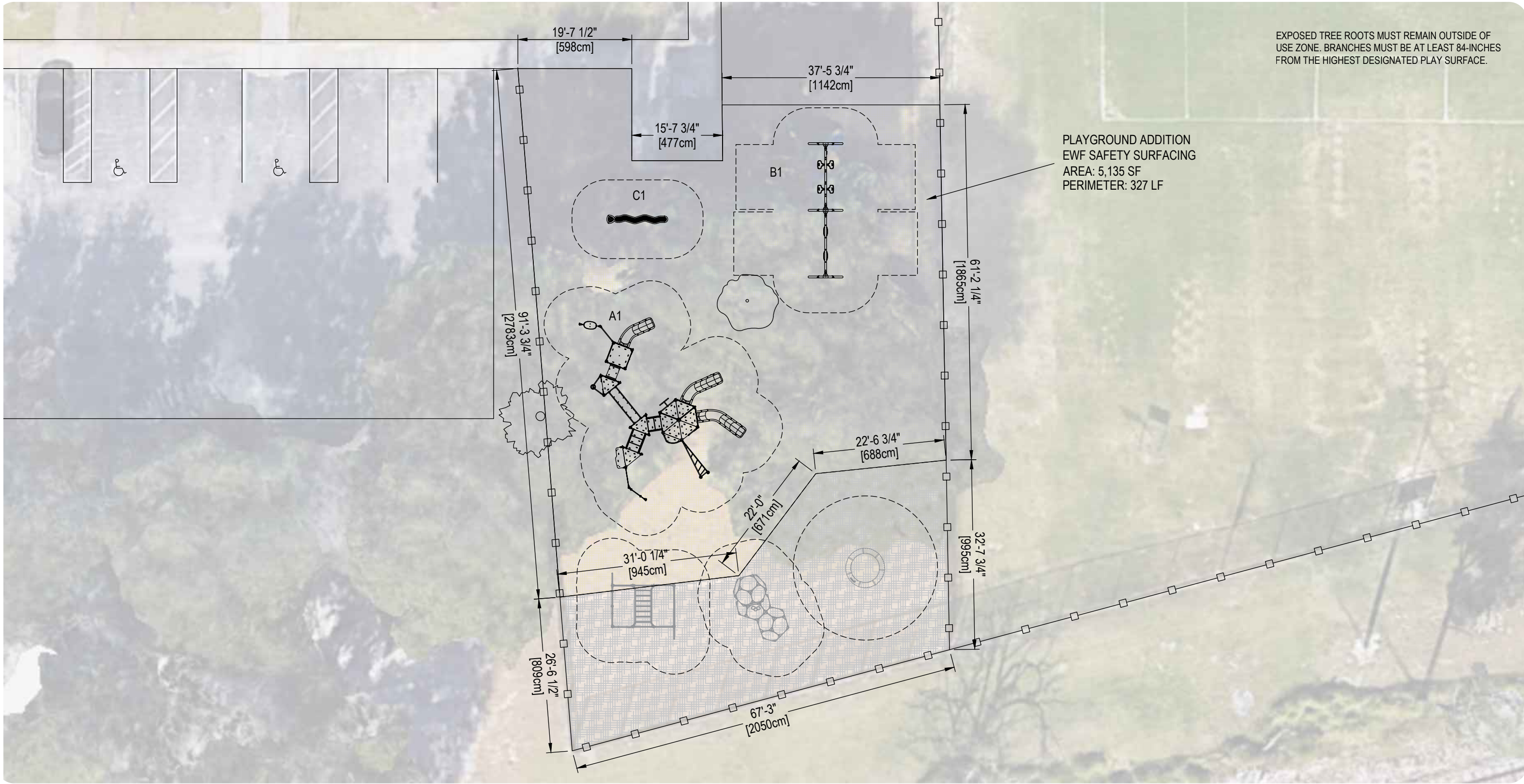
Contact Phone (Office): _____

Contact Phone (Office): _____

Contact Phone (Cell): _____

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)



EXPOSED TREE ROOTS MUST REMAIN OUTSIDE OF USE ZONE. BRANCHES MUST BE AT LEAST 84-INCHES FROM THE HIGHEST DESIGNATED PLAY SURFACE.

PLAYGROUND ADDITION
EWF SAFETY SURFACING
AREA: 5,135 SF
PERIMETER: 327 LF

#	Product Number	Product Name	M.F.H.	Count
A	PCE410131-CUSTOM-2 0324419	Custom Denali	7' 3"	1
B	KSW924-CUSTOM-2032 4419	Swings - 2 belt, 2 You&Me Seats	7'11"	1
C	GXY801900-xx17	Argo	1'8"	1

**Beech Recreation Center
Playground Update**
1820 A D Mims Rd.
Ocoee, FL
Site Plan



MANUFACTURER'S SHOP DRAWING:
FOR USE BY CONTRACTOR, ENGINEER, OR DESIGN PROFESSIONAL OF RECORD. SEE SIGNED SALES PROPOSAL FOR COMPLETE SCOPE TO BE PROVIDED BY KOMPAN OR REPRESENTING AGENCY. CONFIRM FINAL PLAN AND SCOPE WITH KOMPAN SALES REP OR PROJECT MANAGER PRIOR TO USE FOR REVIEW, PERMITTING, OR CONSTRUCTION.
TO BE READ CONTINGENTLY WITH KOMPAN'S STANDARDS FOR SITE PREPARATION, MATERIALS AND INSTALLATION PROCESSES. PROVIDED AFTER EQUIPMENT PURCHASE. A COMPLIANT PLAYGROUND TO KOMPAN'S STANDARDS MUST SATISFY ALL REQUIREMENTS IN THE CODE OF CONDUCT.
SLAB BY OTHERS UNLESS OTHERWISE NOTED. FOR SURFACE MOUNT OPTIONS, THE CONCRETE REQUIREMENTS MAY BE UP TO 50% OF 3,500 PSI MINIMUM COMPRESSIVE STRENGTH. CONTACT KOMPAN FOR SPECIFIC PRODUCT REQUIREMENTS. ALL COMPOSITE STRUCTURES SHOWN REQUIRE A SITE GRADE OF 2% MAXIMUM, 1% OPTIMAL. SPECIFICATIONS FOR EACH KOMPAN STRUCTURE MAY BE FOUND AT KOMPAN.COM/KOMPANMASTER
DIMENSIONS OF PLAY AREA, SIZE AND ORIENTATION, LOCATIONS OF ALL EXISTING UTILITIES, EQUIPMENT AND SITE FURNISHINGS TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.
PREPARED AND PRINTED IN USA BY KOMPAN © 2023 KOMPAN, INC. AUSTIN, TX. USA 800-426-9788

REVIEW BY: DESIGN		DATE: 11/14/2024		SHEET: L1.0
REPS NAME: Audra Bussey		DRAWN BY: JonSch		
REV. NO. 1	REV. BY: JonSch	REVISION NOTES: Add equipment		REVISION DATE: 11/18/2024

LAYOUT IS IN ACCORDANCE WITH ASTM F1487

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**THIRTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS
AND SERVICES**

THIS THIRTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Thirteenth Amendment") is made and entered into this 8 of January 2024, by and between Kompan, Inc., a Delaware corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Kompan Inc. dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018, to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on May 1, 2018, to incorporate new products and unit price adjustments.
- D. The parties amended the Contract on September 1, 2018, to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019, to incorporate unit price adjustments.
- F. The parties amended the Contract on May 15, 2019, to incorporate third-party products and price lists.
- G. The parties amended the Contract on January 1, 2020, to incorporate unit price adjustments.
- H. The parties amended the Contract on January 1, 2021, to incorporate unit price adjustments.
- I. The parties amended the Contract on May 17, 2021, to incorporate unit price adjustments and add the Domestic (U.S.) procurement preference clause.
- J. The parties amended the Contract on January 1, 2022, to incorporate unit price adjustments and replace the commercial non-discrimination clause.
- K. The parties amended the Contract on July 1, 2022, to extend the Term of the Contract by the first of two (2) two-year renewal terms and to incorporate certain other changes.
- L. The parties amended the Contract on December 22, 2022, to incorporate price adjustments and to incorporate certain other changes.
- M. The parties amended the Contract to extend the Term of the Contract by the second of two (2) two-year renewal terms and to incorporate certain other changes.
- N. The parties now desire to amend the Contract to incorporate the 2024 price list and the third-party products lists and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Thirteenth Amendment by reference.
2. Defined terms used in this Thirteenth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Thirteenth Amendment incorporates price adjustments for 2024 in Exhibit A.3 and the Third Party Price List 2024 attached in Exhibit A.4.
4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

- **IN WITNESS WHEREOF**, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Thirteenth Amendment to be executed as of the date first written above.

KOMPAN, INC.:

BY: 
(signature)

PRINT NAME: Eric Lewis

TITLE: Treasurer

DATE: 12/27/2023

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: See Attachment Below
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: January 08, 2024

Submitted by: Angelica Witherell

Submitter email: angelica.witherell@charlottenc.gov

Contract #: 2017001135

Amendment #: ¹

Contract Name: Playground Equipment, Site Accessories, Surfacing, and Related Products and Services

Vendor Legal Name: Kompan, Inc.

Vendor #: 303668

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Liz Babson
Key: f08f2b82106208b0804836a6d9b68



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
12/27/2023

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
Willis Towers Watson Midwest, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 37205191 USA

CONTACT
NAME: Willis Towers Watson Certificate Center
PHONE
(A/C No. Ext): 1-877-945-7378 **FAX**
(A/C No): 1-888-467-2378
E-MAIL
ADDRESS: certificates@willis.com

INSURED
Kompan Inc.
Kompan California, Inc
605 W Howard Lane, Suite 101
Austin, TX 78753

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Company	16535
INSURER B: Scottsdale Insurance Company	41297
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** W32097428**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			Y	Y	GLO 1058275-08	04/01/2023	04/01/2024	EACH OCCURRENCE	\$ 5,000,000			
	☐	CLAIMS-MADE	☒	OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000			
	☒	Owners & Contractors								MED EXP (Any one person)	\$ 5,000			
	☐									PERSONAL & ADV INJURY	\$ 5,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:			GENERAL AGGREGATE						\$ 5,000,000				
	☐	POLICY	☒	PRO-JECT						☐	LOC	PRODUCTS - COM/POP AGG	\$ 5,000,000	
	☐	OTHER:									\$			
A	AUTOMOBILE LIABILITY			Y	Y	BAP-0246011-05	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000				
	☒	ANY AUTO							BODILY INJURY (Per person)	\$				
	☐	OWNED AUTOS ONLY	☐						SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$			
	☐	HIRED AUTOS ONLY	☐						NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)	\$			
	☐										\$			
B	☐	UMBRELLA LIAB		☒	OCCUR	XLS2001762	04/01/2023	04/01/2024	EACH OCCURRENCE	\$ 5,000,000				
	☒	EXCESS LIAB		☐	CLAIMS-MADE				AGGREGATE	\$ 5,000,000				
	☐	DED	☐	RETENTION \$						\$				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Y / N	N / A	Y	WC-0246012-05	04/01/2023	04/01/2024	☒	PER STATUTE	☐	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)									☐	No	E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below											E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
												E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 04/28/2023 WITH ID: W28853461.

Certificate Holder is included as an Additional Insured as respects to General Liability when required by written contract. General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured(s) when required by written contract. Waiver of Subrogation applies in favor of Additional Insured(s) with respects to General Liability when required by written contract.

CERTIFICATE HOLDER

City of Charlotte
Procurement Management Division
600 East 4th Street
Charlotte, NC 28202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 25188498

BATCH: 3258887

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ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Kompan Inc. Kompan California, Inc 605 W Howard Lane, Suite 101 Austin, TX 78753	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Certificate Holder is included as an Additional Insured as respects to Auto Liability when required by written contract. Auto Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured(s) when required by written contract. Waiver of Subrogation applies in favor of Additional Insured(s) with respects to Auto Liability when required by written contract.

Waiver of Subrogation applies in favor of Certificate Holder/Additional Insured(s) with respects to Workers Compensation as permitted by law.

Contract #2017001135-13 - PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

Certificate of Insurance

NOTE: This insurance certificate describes the insurance cover as per the date of issuance of the certificate and it does not imply any restriction for the insurance to be changed or cancelled.

The undertaking of Zurich Danmark, Filial af Zurich Insurance plc, Ireland, does not in any case include, neither as against the insured nor against any third party, anything other than stated in the insurance contract documents in force at the time of application.

Zurich Danmark, Filial af Zurich Insurance plc, Ireland

Zurich certifies that the following insurance policies have been issued to:

Policyholder	Kompan Holding A/S C.F. Tietgens Boulevard 32C 5220 Odense SØ Denmark	
Co-Insured	Any subsidiary companies, any affiliated or associated companies	
Type of insurance	General Liability including Products Liability	
Policy number	16207	
Policy period	April 1, 2023 – March 31, 2024	
Geographical Area	Worldwide excl. Russia, Belarus and Ukraine	
Limit of liability	Per Occurrence	USD 7.000.000
	Per Aggregate	USD 7.000.000

Notwithstanding the currency used in this Certificate, the Policy currency is in DKK. The Policy currency shall always prevail in the event of currency/ FX fluctuations and the Sum Insured could never exceed the Sum Insured stated in the Policy.

Place and date Copenhagen, March 16, 2023

Zurich Danmark, Filial af Zurich Insurance plc, Ireland



Carsten Christoffersen
CEO

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

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2023 Policy No. WC 0246012 - 05

Endorsement No.

Insured Kompan, Inc

Premium \$

Insurance Company Zurich American Insurance Company

Countersigned by _____

Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 1058275-08	04/01/2023	04/01/2024		02058000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: KOMPAN, INC.

Address (including ZIP Code):

605 WEST HOWARD LANE SUITE 101
AUSTIN, TX 78753

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.
- F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 1058275-08	04/01/2023	04/01/2024		02058000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.



Notification to Others of Cancellation or Nonrenewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 1058275-08	04/01/2023	04/01/2024	04/01/2023	02058000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

Liquor Liability Coverage Part

Products/Completed Operations Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
ANY PERSON OR ORGANIZATION TO WHICH YOU	
ARE REQUIRED TO PROVIDE NOTICE OF CANCELLATION IN A	
WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR	30
TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS	
PROHIBITED BY LAW.	

All other terms and conditions of this policy remain unchanged.

Coverage Extension Endorsement



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. BAP 0246011 - 05

Effective Date: 04/01/2023

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
- (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
- (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
- (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

[REGISTER](#)**Kompan Inc.**
Playground Solutions

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

City of Charlotte, NC

Contract Number: 2017001135

July 1, 2017 through June 30, 2022

Option to renew for two (2) additional two-year periods through June 30, 2026

RENEWED THROUGH June 30, 2024



Pricing

OMNIA Partners participants can purchase KOMPAN playground products at the following discounts:

Category	Percentage Discount
Playground Equipment (i.e. themed systems, stand alone activities, system components)	10%
Outdoor Fitness Equipment	10%
Site Accessories (i.e. benches, picnic tables, planters, receptacles, bike racks)	5%
Surfacing	10%
Related Products (i.e. shades, skate parks, water parks)	5%

Category		Percentage Discount
Service (i.e. installation, design, layout, repair, maintenance, removal, disposal)		5%
List Price of KOMPAN Equipment	Additional Volume Discount	
\$100,000-\$199,000	3%	
\$200,000-\$499,999	6%	
\$500,000 and over	11%	

Volume discounts will be applied to the net contract price. For example, an order that includes \$210,000 will be calculated by first applying the 10% contract discount for a discounted price of \$189,000 and next the volume discount will be applied to that discounted contract price: Ex: $\$189,000 \times .94 = \$177,660$

Shipping

All shipments shall be F.O.B destination with freight charges prepaid and listed separately. Actual freight charges shall be added at the time of invoicing as determined and supported by the carrier's freight bill. Selection of the freight carrier shall be the option of the customer. Estimated freight charges shall be provided at the time of quotation. Additional cost for expedited delivery may be added.

STAFF REPORT

Meeting Date: December 3, 2024
Item #: 7

Contact Name: Kiel Gajadhar
Contact Number: Ext. 6005

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Approval of FY 2024-2025 Budget Vehicle and Equipment 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 Florida Sheriff's Association and Sourcewell (National Auto Fleet Group) contracts provide the lowest competitively bid pricing for vehicles utilizing competitively bid contracts. The following vehicles are incorporated into the approved budget for purchase through these contracts:

- 1 - Ford F-350 Regular Cab with Liftgate @ \$81,911 (Facilities - Replacement).
- 1 - Ford F-250 Crew Cab 4x4 @ \$51,693 (Parks - Replacement).

This fiscal year, the Recreation Department budgeted to replace their current 33-passenger bus. However, due to the difficulty in finding qualified CDL drivers, two (2) 15-passenger vans are proposed instead, which do not require a CDL to operate. The vans are competitively priced under the Florida Sheriff's Association bid contract and are adequately funded in the Recreation Department budget.

- 2 - Ford T-350 Transit High Roof Passenger Van @ \$54,470 = \$108,940.80 (Recreation - 1 Replacement, 1 New).

The approved budget also includes the following equipment items, priced through the Florida Sheriff's Association and Sourcewell (National Auto Fleet Group) bid contracts:

- 1 - Heavy Duty Vehicle Lift @ \$114,040.71 (Fleet - Replacement).
- 1 - Open Trailer for JLG Crawler Boom @ \$8,500 (Facilities - New).

Public Works recommends approval to purchase the above vehicles and equipment based on published pricing for the 2024/2025 term contracts from the Florida Sheriff's Association and Sourcewell (National Auto Fleet Group).

Issue:

Should the Honorable Mayor and City Commissioners approve the acquisition of the budgeted 2024/2025 vehicle and equipment purchases?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the acquisition of the above vehicles and equipment from the Florida Sheriff's Association and Sourcewell (National Auto Fleet Group) contracts, and authorize the City Manager and staff to approve changes to the vehicle and equipment orders up to the limit of his purchasing authority and up to the budget amount for any change order.

Attachments:

1. F350 with Liftgate
2. F-250
3. T-350
4. HD Lift Quote
5. Trailer for Boom Lift

Financial Impacts:

The vehicles and equipment are adequately funded in the 2024/2025 Department budgets.

Type of Item: Consent



Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	59651-3
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
11/18/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE
11/20/2024

REQUESTING AGENCY	OCOEE, CITY OF			
CONTACT PERSON	KIEL GAJADHAR	EMAIL	kgajadhar@OCOEE.ORG	
PHONE	407-872-9104	MOBILE	FAX	

SOURCEWELL CONTRACT # 2025 091521-NAF & 032824-NAF

www.NationalAutoFleetGroup.com

MODEL	F3G 640A	MSRP	\$65,465.00
2025 FORD F-350 REGULAR CAB CHASSIS 2WD DRW 169" WB XL 84" CA			

CUSTOMER ID	NJPA PRICE	\$51,161.00
BED LENGTH	84" CA	

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
Z1	Oxford White	\$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	\$10,490.00
44G	Transmission: TorqShift 10-Speed Automatic	\$0.00
153	OPTIONS Front License Plate Bracket	\$0.00
18B	Platform Running Boards	\$315.00
59H	Center High-Mounted Stop Lamp (CHMSL)	\$0.00
640A	Order Code 640A	\$0.00
64K	Wheels: 17" Argent Painted Steel	\$0.00
67E	250 Amp Alternator	\$0.00
86M	Dual 68 AH/65 AGM Battery	\$0.00
TD8	Tires: LT245/75R17E BSW PLUS A/S (6)	\$0.00
X4N	Limited Slip w/4.10 Axle Ratio	\$390.00
PW PL	Power Windows & Locks (Incl)	\$0.00
52B	CUSTOM EQUIPMENT Electric Brake Controller (no longer std for 2025MY)	\$295.00
872	Rear View Camera & Prep Kit	\$410.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	\$11,900.00
NEW-TAG	New City tag Includes temp tag & two way overnight shipping for signature.(specify state, county, city, sheriff, etc.)		\$245.00
3KR	Additional key and remote, cut and programmed.		\$310.00
PTC CAMERA	FACTORY ORDERED REAR VISION CAMERA TO BE INSTALLED ON REAR OF UTILITY BODY		\$195.00
PTC 1296SFB	PREMIER 12' DRW FLAT BED FOR 84" CA includes 44" Headboard W/ Punched Window, 12" O/C Crossmembers 3/16" smooth floor, one piece construction, and ICC Bumper. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.)		\$7,790.00
PTC CLV-FB	Class V trailer hitch for flat beds 20K rating 2" receiver tube.		\$770.00
PTC LG20-ST42-RG	Tommy Gate 89-20 TP42 2000 lb Capacity 89" x 42" + 6". Railgate style for Stake and Van Body Applications.		\$7,660.00
W TLI-4 AW	(4) Whelen ION "T" series ultra thin light heads surface mounted with (2) in grille and (2) to rear of vehicle/body. (AMBER/WHITE)		\$760.00
W MJYAAAAP	Whelen Mini Justice light bar, Amber, with mounting feet. 16 INCH		\$795.00
W 6-SWITCH	Whelen 6-switch controller.		\$100.00
PTC LBM	FABRICATE MOUNT FOR MINI- LIGHTBAR, To extend up approx. 1ft, so lightbar is visible over rear liftgate		\$225.00
NOTE	USE UPFITTER SWITCHES INSTEAD OF 6-SWITCH. ONE FOR 4 CORNER KIT AND ONE FOR MINI LIGHT BAR.		\$0.00

CONTRACT OPTIONS \$18,850.00

TRADE IN

TOTAL COST

\$81,911.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S)

QTY

1

\$81,911.00

Estimated Annual payments for 60 months paid in advance: \$18,833.03

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

CHRISTY SELF

GOVERNMENT ACCOUNT MANAGER Christy.Self@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.

I am always happy to be of assistance.



ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2025 Ford Super Duty F-350 DRW (F3G) XL 2WD Reg Cab 169" WB 84" CA (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2025 Ford Super Duty F-350 DRW (F3G) XL 2WD Reg Cab 169" WB 84" CA

MSRP:\$51,545.00

Interior:Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20

Transmission: TorqShift 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
F3G	[Fleet] 2025 Ford Super Duty F-350 DRW (F3G) XL 2WD Reg Cab 169" WB 84" CA	\$51,545.00
OPTIONS		
153	Front License Plate Bracket	\$0.00
18B	Platform Running Boards	\$320.00
44G	Transmission: TorqShift 10-Speed Automatic	\$0.00
52B	Trailer Brake Controller	\$300.00
59H	Center High-Mounted Stop Lamp (CHMSL)	\$0.00

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2025 Ford Super Duty F-350 DRW (F3G) XL 2WD Reg Cab 169" WB 84" CA (Complete)

640A	Order Code 640A	\$0.00
64K	Wheels: 17" Argent Painted Steel	\$0.00
67E	250 Amp Alternator	\$0.00
86M	Dual 68 AH/65 AGM Battery	Inc.
872	Rear View Camera & Prep Kit	\$415.00
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	\$10,495.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
TD8	Tires: LT245/75Rx17E BSW PLUS A/S (6)	\$0.00
X4N	Limited Slip w/4.10 Axle Ratio	\$395.00
Z1	Oxford White	\$0.00
SUBTOTAL		\$63,470.00
Adjustments Total		\$0.00
Destination Charge		\$1,995.00
TOTAL PRICE		\$65,465.00

FUEL ECONOMY
Est City:N/A
Est Highway:N/A
Est Highway Cruising Range:N/A

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2025 Ford Super Duty F-350 DRW (F3G) XL 2WD Reg Cab 169" WB 84" CA (✔ Complete)

Standard Equipment

Mechanical
Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)
Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle, SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and trail (STD)
3.73 Axle Ratio (STD)
50-State Emissions System
Transmission w/Oil Cooler
Rear-Wheel Drive
68-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
190 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
7960# Maximum Payload
GVWR: 14,000 lb Payload Package
HD Shock Absorbers
Front And Rear Anti-Roll Bars
Firm Suspension
Hydraulic Power-Assist Steering
40 Gal. Fuel Tank
Single Stainless Steel Exhaust
Dual Rear Wheels
Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Upfitter Switches
Exterior
Wheels: 17" Argent Painted Steel -inc: Hub covers/center ornaments not included (STD)
Tires: LT245/75Rx17E BSW PLUS A/S (6) -inc: Spare may not be the same as the road tire (STD)
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks

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Vehicle: [Fleet] 2025 Ford Super Duty F-350 DRW (F3G) XL 2WD Reg Cab 169" WB 84" CA (✔ Complete)

Exterior

Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Autolamp Auto On/Off Reflector Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cab Clearance Lights
Perimeter/Approach Lights

Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation and External Memory Control
Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
Fixed Antenna
2 LCD Monitors In The Front

Interior

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
FordPass Connect 5G Mobile Hotspot Internet Access
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner

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Vehicle: [Fleet] 2025 Ford Super Duty F-350 DRW (F3G) XL 2WD Reg Cab 169" WB 84" CA (Complete)

Interior

Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Full Overhead Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Smart Device Remote Engine Start
SYNC 4 Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink and 1 smart-charging USB port
Instrument Panel Covered Bin and Dashboard Storage
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints
Perimeter Alarm
Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Air Filtration

Safety-Mechanical

Driveline Traction Control

Safety-Exterior

Side Impact Beams

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2025 Ford Super Duty F-350 DRW (F3G) XL 2WD Reg Cab 169" WB 84" CA (Complete)

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Pre-Collision Assist with Automatic Emergency Braking (AEB)
Lane Departure Warning
Collision Mitigation-Front
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters

WARRANTY

- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 60,000
- Corrosion Years: 5
- Corrosion Miles/km: Unlimited
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 60,000

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CITY OF OCOEE

Prepared for:

CITY OF OCOEE

KIEL GAJADHAR

407-554-7305

kGajadhar@ocoee.org

Contract Holder

11/13/24

DUVAL FORD

Bambi Darr

(Work) 904-388-2144

(Fax) 904-387-6816

bambi.darr@duvalmotor.com

405 Lane Avenue North

Jacksonville, FL 32254

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL



We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 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 W2B CENTRAL	Item 168: 2025 Ford F250 Crew Cab 160"WB 4x4. Power Windows, Locks, Keyless Entry	\$ 47,483.00	\$ 47,483.00
1 99A.44F	6.8L 2V DEVCT NA PFI V8 Gas (Flex Fuel)/TorqShift-G Ten-Speed Automatic with Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul, Trail (4x2), Off-Road (4x4) N/A on W3C	Standard	\$ -
1 600A	Equipment Group: XL (Power Windows & Door Locks)	\$ -	\$ -
1 18B CREW	Platform Running Boards	\$ 443.00	\$ 443.00
1 534	COMPLETE TRAILER TOW PACKAGE - HD Availability: Optional on XL, XLT .Includes (52B) Factory Trailer brake controller .Includes trailer plug 6 or 7 way Trailer Plug .Includes hardware pack: Class IV Ball Mount, 2" Ball, Sleeve reducer, pin and clip [Recommend Locking Differential]	\$ 1,736.00	\$ 1,736.00
1 WT 250 RC2	Weather Tech Laser Cut floor mats (4410541v)	\$ 145.00	\$ 145.00
1 RKE	Programmed Integrated Key Transmitter Fob	\$ 312.00	\$ 312.00
0 NOTE	***Total of 3 Key/Fobs***	\$ -	\$ -
1 LED PKG 1	SUPER DUTY PERMITTER LIGHTING PACKAGE: A: (2) SOUNDOFF: 3" mpower screw mount EMPS1SMS3(Y) (DUAL COLOR) Location: Grille B: (2) SOUNDOFF: XF flush mount EXFS10002-(Y) (DUAL COLOR) Location: Bumper ~Ford Sync Vehicle Integrated Controller Available with this package	\$ 765.00	\$ 765.00
1 NOTE	AMBER CORNER LIGHTS		
1 LED PKG 10	Whelen 16" Mini LED Light Bar- Amber Light With Clear Lens (MC16PCA)	\$ 616.00	\$ 616.00
1 TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriffs Tag. Includes (TMP). Transfer Tag Charge: (Florida only: \$90) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, includes (TMP)	\$ 125.00	\$ 125.00
1 TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and affixed to vehicle prior to delivery. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense.	\$ 68.00	\$ 68.00
1		\$ -	\$ -
1 Z1	Oxford White	No Charge	\$ -
1 AS	Gray Vinyl Seat 40/20/40	\$ -	\$ -
1	Vinyl Floor	\$ -	\$ -
1		\$ -	\$ -
TOTAL LABOR HOURS		\$ -	
Additional Notes			

UNIT COST

\$ 51,693.00

TOTAL QUANTITY

1

TOTAL PURCHASE

\$ 51,693.00



City of Ocoee

Specification #	37
Unit Description	X2X

Prepared for:

Prepared by:

11/13/2024

City of Ocoee

Attn: Kiel Gajadhar

kgajadhar@ocoe.org

407-554-7305

Garber Ford

Dan Drake

(904) 264-2442 ext.2332 FAX: (904) 284-0054

3380 Hwy 17 Green Cove Springs, FL 32043

ddrake@garberautomall.com



Florida Sheriffs
Association

Prices are published by the Florida Sheriffs Association (www.flsheriffs.org)
Purchasing contract number is FSA24-VEL32.0 Pursuit Administrative & Other Vehicles,
expiring September 30th, 2025. If you have any questions regarding this quote please
call!

Base Price

X2X

2025 Ford Transit Passenger Wagon T-350 High Roof XL RWD

\$51,820.00

Codes	Optional Equipment	Unit Price	OEM Discount 2.00%	Net Price
301A	Order Code 301A	Included		\$0.00
998	Engine: 3.5L PFDi V6 Flex-Fuel	Included		\$0.00
44U	Transmission: 10-Spd Automatic w/OD & SelectShift	Included		\$0.00
CK	Dark Palazzo Gray, Cloth Front Bucket Seats	Included		\$0.00
21L	Dark Palazzo Gray Cloth Bucket Seats	Included		\$0.00
92E	Privacy Glass	500.00	(10.00)	\$490.00
96P	15-Passenger Seats	1,495.00	(29.90)	\$1,465.10
68H	Passenger Side Running Boards	310.00	(6.20)	\$303.80
	NON OEM OPTIONS:			
DEL	Delivery	Included		\$0.00
YTAG	Yellow City Tag	116.50		\$116.50
3K	Third Key Cut and Programmed Includes Key fob	275.00		\$275.00

TOTAL PURCHASE AMOUNT PER VEHICLE

\$ 54,470.40

TOTAL PURCHASE AMOUNT X 2

\$ 108,940.80



700005715
GLENN JOINER AND SON, INC.
PO BOX 770038
P:(407) 656-4141 / F:656-6601
WINTER GARDEN, FL 34777
(407) 656-4141

QUOTE

Date : 11/20/2024

Time : 09:05

Page : 1 / 1

Order # 476264

Quote For

2466
CITY OF OCOEE INSTORE SALE
1 N. Bluford Av.
agmt ITB#B08-03,Auto Parts
Ocoee, FL 34761

Quote By

Quote By : 13 , Eric
Sales Rep : 0 , Salesman
Quote Date : 11/20/2024
Quote : 7008

Part Number	Line	Description	Quantity	Price	Net	Total	Taxable
MCHM619	RTY	MOBILE COLUMN LIFT ()	1.00	182,352.60	91,230.00	91,230.00	
MW-200	RTY	ROTARY ACCESSORY ()	1.00	5,108.94	2,707.74	2,707.74	
M140168YL	RTY	Crossbeam Kit ()	1.00	8,438.30	3,966.00	3,966.00	
M110108BK	RTY	Rack ()	1.00	2,481.61	1,315.25	1,315.25	
M130242	RTY	Trailer Hitch Adapter ()	1.00	401.96	213.04	213.04	
CLHM-THR	CL	MOBILE ACCESSORY ()	4.00	3,739.80	1,889.99	7,559.96	
M140171BK	RTY	Light Kit ()	3.00	2,219.32	1,176.24	3,528.72	
CLHM-10-THF	CL	MOBILE ACCESSORY ()	2.00	3,329.46	1,760.00	3,520.00	

QUOTE

**** Prices and Taxes Subject to Change Without Notice ****

Attention :

PO# :

This quotation is under the umbrella of the
Sourcewell awarded contract #013020-GPC

Subtotal	114,040.71
Tax Estimated Using	
TAXTABLE 4 6.5000%	0.00

Quote Total 114,040.71



5601 NW 13th Street
Gainesville, FL 32653
Office 352-378-4756

Estimate

Date	Estimate #
11/14/2024	9617

Name / Address
City Of Ocoee

Item	Description	Qty	Amount	Total
7K UT/EQ CENT...	Quote from Florida Sheriff's Contract # FSA23-EQU21.0 Equipment Contract Specification #487 - Texas Trailer UT61670 - Base Trailer Delivered to the Central District		5,800.00	5,800.00
UT61810GV	Credit FSA Option - Model UT61810GV - 6'10" x 18' Heavy Duty Utility Trailer, 9,990# GVWR, (2) 5,200# EZ lube cambered axles with electric brakes on both axles, Emergency Break Away Kit, Heavy Duty Bottom Frame, 2" X 2" Square Tubing Top Rail and Uprights, (4) ST225/75/R15 Radial LRD Tires on 6Lug Steel Wheels, 15" Open Metal Sides, Tandem Teardrop Fenders With Inner Skirts, 4' Full Wrap Around A-Frame, 2-5/16" Adjustable Coupler, 4' Removable Ramp Gate, DOT Conspicuity Package, Federal DOT and State of Florida Compliant Light Package, Welded Light Guards, Heavy Duty Drop Leg 7K Tongue Jack, 2" X 8" Pressure treated wood decking, Galvanized deck screws, Safety chains with keepers, 7 way plug, Prepped, primed, and painted with high solids black enamel paint	1	1,850.00	1,850.00T
TTR6	Add 7" Steel Dovetail Transition to End of Utility Or Landscape Trailer.	1	175.00	175.00T
TTR2	4' Tall Heavy Duty Spring Loaded Ramp Gate In Place of Standard Ramps Or Gate *** Split Ramps ***	1	450.00	450.00T
New Tag	New Florida Tag (Specify Type, County, City, Sheriff, etc.)		225.00	225.00
		Subtotal	\$8,500.00	
		Sales Tax (0.0%)	\$0.00	
		Total	\$8,500.00	



Meeting Date: December 3, 2024

Item #: 8

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Approval to Piggyback St. Augustine Beach Contract and Award the Northern Durango Avenue Storm Drain Pipe Lining Project to Inliner Solutions. (Public Works Director Krug)

Background Summary:

The Meadows neighborhood in Ocoee was developed in 1980. The neighborhood's storm drainage system includes an approximately 900-foot long 54-inch diameter corrugated metal pipe under Northern Durango Ave. between Little Spring Hill Dr. and Adair St. The metal pipe reached the end of its service life several years ago and Public Works has been investigating options to repair or replace the failing pipe. Removal and replacement of the pipe would exceed \$1,000,000.00 and cause major disruption to the residents and existing utilities. Public Works investigated options for lining the existing pipe in place to restore structural integrity and avoid the cost of an open cut excavation of the road. Two firms were found that provide lining for large diameter pipes; Inliner Solutions and Vortex Services. Inliner Solutions provided the more cost-effective method for lining the failing pipe at \$399,980.00 utilizing pricing from an active competitively bid contract with the City of St. Augustine Beach, Florida. This project is adequately funded in the Stormwater Division under work designated for improvements within the Wekiva River Basin Management Plan. Public Works recommends awarding this specialty repair work to Inliner Solutions for the restoration of the storm drain on Northern Durango Ave.

Issue:

Should the Honorable Mayor and City Commissioners piggyback the St. Augustine Beach Contract and award the Northern Durango Ave. Storm Drain Lining Project to Inliner Solutions?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve awarding the Northern Durango Ave. Storm Drain Lining Project to Inliner Solutions for \$399,890.00, based on utilizing the active City of St. Augustine Beach BID NO: 23-07; Citywide Pipe and Manhole Lining, Renewal & Rehabilitation Services Master Contract No: 23-07-MCA-ILS, and authorize the City Manager and staff to approve change orders up to the limit of his purchasing authority and up to the budget amount for any change order.

Attachments:

1. Proposal - Inliner Solutions
2. Proposal - Vortex Services
3. St Augustine Beach 23-07 Notice of Award
4. St. Augustine Beach MCA 23-07 ILS_InlinerSolns

5. Piggy Back Authorization St. Augustine Beach Bid No 23-07

Financial Impacts:

The work is adequately funded in the Stormwater Division.

Type of Item: Consent



PROPOSAL

DATE: November 4, 2024

SUBMITTED TO: City of Ocoee
301 Maguire Rd
Ocoee, FL 34761

Attention: Russel Oliver

JOB LOCATION: 54" Northern Durango Ave

We propose hereby to furnish material and labor-complete in accordance with specifications below, for the sum of
Three Hundred Ninety-Nine Thousand Eight Hundred Ninety Dollars and No Cents (\$399,890.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

We hereby submit specifications and estimates as follows:

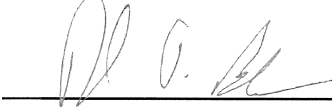
Inliner Solutions, LLC shall supply all equipment, materials and labor to perform the work as follows:

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
A-5. 48" - 72" Diameter Light Cleaning and CCTV Inspection	880	LF	\$ 26.00	\$ 22,880.00
A-116. 54" Diameter CIPP Liner 19.5 MM Thickness	880	LF	\$ 395.00	\$ 347,600.00
C-10. 36" Diameter By-Pass Pumping & Dewatering	880	LF	\$ 32.00	\$ 28,160.00
C-11. Traffic Control MOT Index 601 or 602	5	DAY	\$ 250.00	\$ 1,250.00
				\$ -
				\$ -
				\$ -
			TOTAL	\$399,890.00

NOTES:

- 1 Pricing based on pricing contained in contract between Inliner and St. Augustine Beach 23-07-MCA-ILS
- 2 Inliner to be installed as per ASTM & manufacturer's specifications.
- 3 Payment shall be based on actual field measurements from center of inlet to center of outlet.
- 4 This proposal is subject to Pre-TV inspection indicating the line conditions is acceptable in installation of Inliner
- 5 Price quoted does not include point repairs if required prior to installing Inliner.
- 6 Contractor shall furnish Owner with a Final Inspection (Digital) of the rehabilitated sewer(s)

Signature


Daniel Banken, Area Director

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____

Authorized Signature _____



VORTEX

services

To: City Of Ocoee	Contact: Milen Womack
Address: 301 Maguire Road	Phone:
	Email: mwomack@occoee.org
Project Name: FL - Ocoee - Durango Rd Pipe Rehab VLS	Bid Number: 2429553
Project Location: Durango Rd, Ocoee, FL	Bid Date: 3/21/2024

Proposal figured Using TIPS Contract No. 20110401

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
I.14C.011	Barricades, Signs, And Traffic Handling (per Setup) VLS	12.00	EACH	\$3,000.00	\$36,000.00
I.14D.031	Travel And Mobilization - Florida	1.00	EACH	\$24,500.00	\$24,500.00
I.3.001	Set Up 4" Pump And Piping Including Up To 1000 Feet Of Bypass Discharge Line * Billed As Needed	1.00	EACH	\$4,500.00	\$4,500.00
I.3.010	Operate 4" Pumping System Per Pump * Billed As Needed	6.00	DY	\$550.00	\$3,300.00
I.4.039	54" Clean And TV Storm Sewer VLS	881.00	LF	\$25.00	\$22,025.00
I.4.056	49"- 54" Post TV Inspection After Rehabilitation VLS	881.00	LF	\$4.00	\$3,524.00
III.30.005	54" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	881.00	LF	\$547.00	\$481,907.00
III.30.037	INFILTRATION CONTROL- CHEMICAL GROUT	1.00	GAL	\$100.00	\$100.00
III.30.038	INFILTRATION CONTROL- QUAD-PLUG	1.00	EACH	\$65.00	\$65.00

Total Bid Price: \$575,921.00

Notes:

- Our pipe cleaning and dewatering are figured based on our site visit (which was determined at 3" or less of dirt / debris and 6-8" of water). If these conditions change, Vortex reserves the right to adjust our unit price accordingly.
- Proposal includes standard signs and cones. Any additional maintenance of traffic (MOT) needed will be provided by Others.
- Owner will provide a portable hydrant meter and access to onsite water for our use free of charge.
- Owner will provide a local area and pay disposal fees to dispose the debris that is pulled from the cleaning process after it is decanted. Disposal site must be less than 10 miles away from job site.
- Owner will provide access to each and every manhole and or structure. This may include but not limited locating, exposing, and raising buried MH's prior to our crew mobilizing.
- If necessary, Owner will provide Permits & Fees. Vortex will provide our standard insurance coverage. OCP or railroad insurance & or longshoreman insurance is not included.
- Water used to clean pipe segment or box culvert to be decanted in the pipe segment or adjacent pipe/outfall area. Any turbidity control will be provided by Others.
- If bond is needed please add 1.5%.
- Our Bid Proposal is valid for 30 days from the bid date.
- Site Restoration will be performed by Others.
- This is a unit priced contract and the actual billing will be based on installed quantities. If the installed quantities vary greater than 10% of the bid quantities, Vortex reserves the right to adjust our unit price accordingly.
- Existing pipe cleaning is defined as 3 passes or less. If additional passes are required or any mechanical / descaling / root / grease / or tuberculation removal, Vortex will charge an additional fee at an hourly rate of \$285.00/Hr for the Vac Truck + Operator and \$265.00/Hr for the CCTV Truck + Operator.
- Standard wages are included. Therefore, Prevailing wages and or Union Wage Rates are not included in this bid proposal.
- Our bid proposal as submitted reflects the current material pricing established on or before the bid date listed within our proposal. In the event of unforeseen price increases of our raw materials, Vortex reserves the right to adjust our unit rate or overall bid proposal accordingly to account for such price increases.
- Payment terms: Net 30 days. Interest will be added to balances outstanding after 30 days
- 7% Material Sales Tax is included in our bid proposal. If the owner is exempt, we will need them to provide an exemption certificate prior to contract execution. Service Tax is not included. If required, it will be invoiced separately.
- Vortex's bid proposal shall be incorporated into the subcontract agreements. Vortex will initiate this project upon an agreement or receipt of a subcontract or purchase order. Copies of payment and performance bonds must be provided to Vortex.
- Any delays besides weather that is outside of our control will be billed at a standby rate of \$1,250 / hour.

- ****Liner thickness is based on preliminary analysis and assumptions. Condition of host pipes is unknown. We were not provided with any pictures, videos, inspection reports, or water table. Also, a site visit was not performed. Therefore, we reserve the right to revise our thickness and unit price depending on actual field conditions and or ovality. Ovality was assumed at 0%.**
- **Scope of work performed by VLS:**
 - Provide pre-work submittal
 - Manufacturer Calculation
 - Mobilize equipment and personnel necessary to complete rehabilitation
 - Compressive Material testing
 - Surface Preparation of pipe to receive geopolymer lining
 - Spray application of specified structural GeoKrete liner
 - Pre and Post CCTV (GoPro Style provided)
- **Proposal does NOT include following:**
 - Traffic control (VLS requires a 20' x 50' (or 10' x 100') working area at primary manhole and a 10' x 10' working area at the secondary manhole during all lining operations.) VLS will require lanes to be shutdown. Equipment will remain on site 24 hours a day for the duration of the project.
 - Pipe cleaning, material disposal or obstruction removal
 - Heavy infiltration control (see note below)
 - Point repairs or pipe jacking
 - Pressure grouting
 - Well point/dewatering to lower water table
 - Site clearing or excavation
 - Invert Repair
- VLS advises a minimum 30 day cure time of liner prior to any overhead or lateral construction (i.e. excessive vibrations, pile driving, etc.).
- **General Notes & Conditions:**
 - Non-weather related delays (may include, but NOT limited to: Owner requested changes; Road closures due to community, city or private events; Utility conflicts or relocations not within our scope, any work stoppages outside the control of VLS) will result in additional fees of \$10,000/day.
 - Owner to provide access for equipment within 50ft of pipe. Site access to be determined by physical inspection
 - Owner to provide potable water supply (i.e. hydrant & meter in place)
 - Pricing based on one (1) shift (10-12 hours/day; 6 days/week) and does not include working holidays and/or Sundays.
 - Quantities and pipe segments relative to depth, condition and degree of ovality are subject to field verification.
 - Heavy infiltration means infiltration that meets the definition of a "runner" or "gusher", as defined by NASSCO's Pipeline Assessment Certification Program. Runner - water running into the sewer through a faulty joint or pipe wall. A continuous flow will be visible. Gusher - water entering the pipe "under pressure" through a defect or faulty joint.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Vortex Services LLC Authorized Signature: _____ Estimator: Tommy Robertson 407-509-6633 trobertson@vortexcompanies.com
--	--



City of St. Augustine Beach

NOTICE OF AWARD

December 27, 2023

Inliner Solutions, LLC
2531 Jewett Lane
Sanford, FL 32771
Attn: Daniel Banken, Regional Vice President

BID NO: 23-07; Citywide Pipe and Manhole Lining, Renewal & Rehabilitation Services
Master Contract No: 23-07-MCA-ILS

The City of St. Augustine Beach hereby issues this Notice of Award to Inliner Solutions, LLC as a responsive, responsible Bidder to provide the services specified under Bid No: 23-07. The final, approved Contract is attached to this notice for an authorized representative of Inliner Solutions, LLC to sign and return in accordance with the following instructions:

Attached, via email, is an electronic copy of the Contract and an Acceptance of this Notice of Award. Please sign, date, seal (if applicable) and return all of the following **within ten (10) consecutive calendar days of receipt** of this Notice:

1. The Contract signed by an authorized representative. Contract may be printed, signed, scanned and emailed or mailed via USPS, or may be digitally signed (using a secure electronic signature platform such as DocuSign or HelloSign) and returned via email to the contact identified below. If the authorized representative is not a Principal of the firm, or a Delegation of Authority Letter has not been provided, then one must be provided with the signed copy of the Agreement. **Please date only the signature page of the Contract.**
2. The Acceptance of the Notice of Award (2nd page of this notice), signed by an authorized representative.
3. All applicable Certificates of Insurance as stated in Article 12 of the Contract.

NOTE: *In accordance with the Bid Documents, failure to return the required contract documents within the time shown above shall be grounds for cancellation of this Award.*

All documents must be returned to Jason D. Sparks, PE, Engineering Director, via email to jsparks@cityofsab.org. Upon signature by the City, a fully executed copy of the Contract will be returned to your firm.

Should you have any questions please don't hesitate to call Jason D. Sparks at (904) 484-9126.

Sincerely,
City of St. Augustine Beach, FL
City Commission

Jason D.
Sparks

Digitally signed by Jason
D. Sparks
Date: 2023.12.27 16:22:25
-05'00'

Date: _____

Jason D. Sparks, PE
Engineering Director
(904) 484-9126 – Direct
jsparks@cityofsab.org

BID NO: 23-07; Citywide Pipe and Manhole Lining, Renewal & Rehabilitation Services
Master Contract No: 23-07-MCA-ILS

ACCEPTANCE OF NOTICE OF AWARD

The undersigned hereby acknowledges receipt of the Notice of Award and associated Contract Documents and certifies the intent of the awarded Bidder to perform the required services in accordance with the Contract Documents, City of St. Augustine Beach Policy, as well as applicable rules, regulations and laws.

Inliner Solutions, LLC. _____ this _____ day of _____, 202____.

By: **X**_____

 Signature of Authorized Representative

Name: _____

 (Please Type or Print)

Title: _____

 (Please Type or Print)



CONSTRUCTION AGREEMENT BETWEEN THE CITY OF ST. AUGUSTINE BEACH AND CONTRACTOR

Master Construction Agreement No: 23-07-MCA-ILS

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Jan 4, 2024

This Master Construction Agreement (“Contract”) is made this ____ day of _____, 202____ (the “Effective Date”) by and between **CITY OF ST. AUGUSTINE BEACH** (“City”), a political subdivision of the State of Florida, whose principal offices are located at 2200 A1A S, St. Augustine, FL 32080; and **INLINER SOLUTIONS, LLC.** (“Contractor”), a company authorized to do business in the State of Florida, with its principal offices located at: 2531 Jewett Lane Sanford, FL 32771; Phone: (407) 472-0014; Fax: (904) 472-0097; Email: daniel.banken@puriscorp.com, for **BID NO: 23-07; CITYWIDE PIPE AND MANHOLE LINING, RENEWAL & REHABILITATION SERVICES**, hereinafter referred to as the “Project”.

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

1.1.1 The Contract Documents consist of the following documents incorporated herein by reference:

- a) Master Construction Agreement
- b) Bid Documents and Bid Forms with all addenda thereto for Bid No. 23-07
- c) Notice to Proceed
- d) Specifications and Drawings approved and existing at the time of execution of this Contract
- e) Purchase Orders, Change Orders, and Amendments to this Contract signed by the City
- f) Field Orders signed by the City’s Project Manager
- g) Bonds and Insurance furnished by Contractor
- h) Exhibit A – Scope of Work
- i) Exhibit B – Contractor’s Unit Price Bid

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Contract. No terms, conditions, limitations or exclusions in Contractor’s bid/proposal documents or invoices shall be binding upon City or become part of the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals (hereafter “Submittals”) are not Contract Documents. The City will review and take action upon Contractor's submitted Submittals but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, nor for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of Contractor.

1.1.3 All Submittals (whether in hard or soft copy) prepared by or on behalf of Contractor in the course of the Work shall be the exclusive property of the City. Ownership of any proprietary information or intellectual property contained in such Submittals shall remain with Contractor. Contractor grants the City a perpetual, royalty-free, license to use, copy and allow third parties to use such Submittals and all proprietary information contained in them as may be required for the City’s internal business purposes including without limitation tendering, installing, operating, repairing, maintaining, modifying, reconstructing, replacing and/or upgrading the Work. Such license shall be capable of transfer and/or sub-licensing in whole or part without notice to or further consent of Contractor. Contractor shall not be held liable for reuse of Contractor’s Submittals by the City for purposes other than originally intended as stated in the Contract Documents.

1.2 Definitions

When the following terms appear in the Contract Documents, they shall have the following meaning:

1.2.1 Acceptance of the Work: Written acceptance of the Work by the City and the City’s Project Manager.

1.2.2 Addendum (Addenda): A document issued by the City during the bidding period which modifies, supersedes or supplements the Contract Documents.

1.2.3 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Work and Warranty Work is performed under this Contract.

1.2.4 Amendment: A written addition or modification of, or a waiver of a right or obligation under the terms of the Contract executed by the City and issued after execution of the Contract.

1.2.5 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

1.2.6 Change Order: A written order to Contractor executed by the City, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof.

1.2.7 Contract Price: The sum set forth in Article IV of this Contract shall constitute the Contract Price, as may be amended by Change Order. Unless otherwise approved by the City in writing, the Contract Price includes all taxes, including without limitation, income and withholding tax of any kind and sales tax imposed by the state or by the City and paid by Contractor or any Subcontractors with respect to sales of goods purchased for the performance of the Work.

1.2.8 Contract Time: The number of calendar days between commencement and completion of the Work, established in each Purchase Order executed by the City, as may be amended by Change Order.

1.2.9 Design: Those design services related to the Project prepared by the City or the City's consultants or other representatives, which shall, as may be required, be included in Contractor's Work.

1.2.10 Drawings: The graphic and pictorial portions of the Contract Documents, illustrating the design, location and dimensions of the Work, generally including but not limited to, plans, elevations, sections, details, general notes, schedules and diagrams.

1.2.11 Final Completion: Completion of all Work in compliance with a Purchase Order and the Contract Documents, as determined by the City, and issuance of a Final Certificate for Payment.

1.2.12 Jobsite: Any physical location or other place on, under, in, at or through which any aspect of the Work is performed.

1.2.13 Notice to Proceed: A written notice given by the City to Contractor fixing the date on which the Contract Time will commence to run and identifying the corresponding Substantial Completion and Final Completion dates.

1.2.14 Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Contractor to illustrate materials or equipment for some portion of the Work.

1.2.15 Project: The total undertaking to be accomplished for City by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

1.2.16 Project Manager: The City's representative assigned to the Project, or any part thereof, to observe the Work and perform certain other obligations of the City as defined in Article VI below.

1.2.17 Shop Drawings: Drawings, diagrams, schedules, and other data specially issued for the Work by Contractor or a Subcontractor, Sub-subcontractor, and material suppliers to illustrate some portion of the Work.

1.2.18 Specifications: That portion of the Contract Documents consisting of the written requirements for materials, standards, equipment, construction systems, and standards of workmanship for the Work, and performance of related services.

1.2.19 Subcontractor: A Subcontractor is an individual, partnership, corporation, association, joint-venture or any combination thereof, which has a direct or indirect contract with Contractor to perform a portion of the Work.

1.2.20 Substantial Completion: The stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract so that the City can enjoy beneficial use or occupancy of the Work and can utilize the

Work for its intended purpose.

1.2.21 **Work:** Construction and services required by the Contract Documents, including all labor, materials, equipment and services as well as other deliverables provided, or to be provided, by Contractor to fulfill Contractor's obligations under this Contract. The Work may constitute the whole or part of the Project.

1.2.22 **Purchase Order:** A separate written order to Contractor executed by the City, issued after execution of this Contract, authorizing Contractor to commence construction Work. Purchase Orders shall document the scope of work, price, payment schedule, performance schedule, and deliverables to be completed under the terms of this Contract.

1.3 Independent Contractor

Contractor represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the Work under this Contract. Contractor shall act as an independent contractor and not as an agent in performing this Contract and shall maintain complete control over its employees and all of its Subcontractors and suppliers of any tier. Nothing contained in this Contract or any lower-tier subcontract or purchase order awarded by Contractor shall create any contractual relationship between any such subcontractor or supplier and the City. Contractor shall perform all Work in accordance with the requirements of this Contract and in accordance with its own methods subject to compliance with this Contract.

1.4 Contractor's Continuing Duty

1.4.1 Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Submittals and shall give immediate written notice to the Project Manager and the City of any inconsistency, ambiguity, error or omission which Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the City or the Project Manager of the Contract Documents or Submittals shall not relieve any such approval by evidence of Contractor's compliance with the Contract. The City has requested the Project Manager to provide to Contractor documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that Contractor has not, does not, and shall not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been or are hereby made.

1.4.2 In resolving conflicts between any of the Contract Documents, the following priorities shall govern:

- a) Supplementary conditions, if any, shall govern over the terms of this Contract;
- b) The terms of this Contract shall govern over all Bid Documents, Drawings and Specifications;
- c) Specifications shall govern over Drawings;
- d) Numerical dimensions shall govern over dimensions obtained by scaling; and
- e) Larger scale Drawings shall govern over smaller scale Drawings.

1.4.3 Should Contractor have any questions concerning interpretation or clarification of the Contract Documents, Contractor shall immediately submit to the Project Manager in writing a request for clarification that clearly and concisely sets forth the issues for which such request is sought. The City will render its determination concerning such interpretation or clarification, which determination shall be considered final and conclusive unless Contractor files a written protest pursuant to Section 1.5 titled "Disputes". Contractor's protest shall state clearly and in detail the basis thereof. The City will consider Contractor's protest and render its decision thereon within twenty-one (21) calendar days. If Contractor does not agree with the City's decision, Contractor shall immediately deliver written notice to that effect to the City.

1.5 Disputes

1.5.1 Contractor is solely responsible for requesting instructions, interpretations or clarifications and is solely liable for any cost and/or expenses arising from its failure to do so. Any dispute relating to a question of fact arising under this Contract shall be resolved through good faith efforts upon the part of Contractor and the City. Unless otherwise directed in writing, Contractor shall at all times carry on the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the City, pending resolution of any dispute. Any dispute that is

not disposed of by mutual agreement shall be decided by the City who shall reduce such decision to writing. The decision of the City shall be final and conclusive. Contractor's failure to protest the City's determinations, instructions, clarifications or decisions within fourteen (14) calendar days after receipt thereof shall constitute a waiver by Contractor of all its rights to further protest, judicial or otherwise.

1.5.2 In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve Contractor from its obligations to timely perform the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

1.6 Ownership of Contract Documents

Any and all Contract Documents shall remain the property of the City. Contractor is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the City appropriate to, and for use in, execution of the Work. Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall Contractor and/or Contractor's subcontractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the City.

ARTICLE II THE WORK

2.1 Labor and Materials

2.1.1 Contractor shall perform all of the Work required, implied, or reasonably inferable from, the Contract Documents. Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for all labor, supervision, materials, supplies, tools, transportation, storage, construction equipment and machinery, utilities (including but not limited to water, heat, fuel, light, and cooling), and all other services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Materials, articles and equipment furnished by Contractor for incorporation into the Work shall be new unless otherwise specified in the Contract Documents.

2.1.2 Contractor shall use only competent and skilled personnel to perform and supervise the Work and shall remove from such Work any person determined to be unfit, unqualified, or acting in violation of any obligation of Contractor under this Contract. In the event a person is removed from the Work, Contractor shall promptly replace such individual with another who is fully competent and skilled to perform the Work at Contractor's sole expense.

2.1.3 Except as otherwise required for the safety or protection of persons or the Work or property at the Jobsite or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Jobsite shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with the City's prior written consent, which will not be unreasonably withheld.

2.1.4 In addition, when the Work requires by Florida Statute, Contractor shall use only licensed, registered and/or certified personnel to perform the Work. Such Statutes may include, but are not limited to, Chapter 489 (Regulation of Professions and Occupations Contracting) and Chapter 633, Part III (Fire Protection and Suppression) of the Florida Statutes.

2.2 Project Sequencing/Arrangement

Contractor shall not be limited in the sequencing or staging of the Work except to the extent that the Contract Documents impose limitations. Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization/arrangement of the Drawings or Design, shall control Contractor in dividing the Work or in establishing the extent or scope of Work to be performed by Subcontractors.

2.3 Payment of Costs

Except as otherwise expressly provided, Contractor shall pay directly all costs and expenses of the Work of any kind or nature whatsoever including but not limited to all costs of permitting, regulatory compliance, obtaining and maintaining required bonds and insurance pursuant to Article 12, payments due to Subcontractors and suppliers, legal, financial, sales, use and similar taxes on materials and equipment, transportation and storage of materials and equipment, preparation of schedules, budgets and reports and all other costs required to achieve Substantial Completion and Final Completion in accordance with the Contract Documents.

2.4 Cleaning the Jobsite

Contractor shall keep the Jobsite neat, secure and orderly during performance of the Work and shall clean up and remove all waste, rubbish and construction debris from the Jobsite as they accumulate. Upon Final Completion of the Work, Contractor shall remove all waste, rubbish and construction debris from and about the Jobsite as well as all tools, appliances, construction equipment, temporary utilities, temporary construction and machinery and surplus materials. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

2.5 Reporting Requirements

2.5.1 Daily Record. The Contractor shall keep a daily record of the Work at the Jobsite. At a minimum the Daily Record shall include weather conditions, number of workers (by trade) on the Jobsite, and material/equipment deliveries. Daily Records shall be submitted by close of business the following day.

2.5.2 Monthly Report. The Contractor shall prepare and submit a written monthly report by the tenth day of each calendar month. Monthly reports shall at a minimum describe Work completed in the prior month, planned Work for the current month, detailed explanations of any activity that is behind schedule, corrective actions taken to recover schedule, safety and environmental incidents and corrective actions taken.

2.6 Title and Risk of Loss

Title to the structures, improvements, fixtures, machinery, equipment and materials constituting the Work or the Project shall pass to the City no later than time of payment. Such transferred title shall in each case be good, free and clear of any and all security interests, liens or other encumbrances. Contractor shall, however, bear all risk of loss concerning such structures, improvements, fixtures, machinery, equipment and materials until Substantial Completion, regardless of the extent to which the loss was insured or the availability of insurance proceeds. The transfer of title does not imply acceptance by the City nor does it relieve Contractor from the responsibility for any loss or damage to items.

2.7 Access to Work

The City and the Project Manager, shall at all reasonable times have full access to all parts and locations of the Jobsite(s) from commencement of the Work through Final Completion. Contractor shall take whatever steps necessary to provide such access when requested.

2.8 Utilities

Contractor shall, at its expense, make all arrangements necessary to secure the availability of and maintain all temporary utilities required to construct and operate Contractor's Work as required by the Contract Documents. If the scope of Work requires, Contractor shall arrange for activating permanent power, water, and sanitary service to the Project prior to Substantial Completion. This includes legal sketches and descriptions for easement as well as record drawings requirements required by utility companies. The City will assume permanent utility costs at Substantial Completion.

2.9 Existing Utility Lines

2.9.1 When existing Utility Lines (e.g. conduits, pipelines, transmission mains and utility equipment and appurtenances) shown on the Drawings are to be removed or relocated, Contractor shall notify the Project Manager in ample time (but in no event less than five (5) business days) for taking measures for prevention of the interruption of any required services prior to the beginning of operations. Locations of existing utility lines shown on the Drawings are based on the best information available to the Project Manager, but shall not be considered exact either as to location or number of such lines.

2.9.2 Contractor shall protect Utility Lines constructed under terms of the Contract and those discovered or shown on Drawings to be existing. In the event that Contractor damages any existing Utility Lines, shown or not shown on the Drawings, Contractor shall immediately notify the Project Manager. Damage occurring to existing Utility Lines due to Contractor's failure to exercise reasonable care shall be repaired or replaced at no cost to the City.

2.10 Taxes

Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all applicable taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provision of this section shall survive the expiration or earlier termination of this Contract. Contractor may not use City's tax-exempt status unless specifically authorized in writing in advance.

2.11 Publicity and Advertising

2.11.1 Contractor shall not make any announcement or release any information or publish any photographs concerning this Contract, the Work or the Project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from the City.

2.11.2 Use of the City Seal or City Logo is strictly prohibited. In accordance with, City Ordinance 92-2 and City Administrative Policy 101.3, Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the City Seal or Logo without express written approval of the Board of City Commissioners of City of St. Augustine Beach, Florida.

2.12 City Furnished Items

2.12.1 The City shall furnish to Contractor, at the time of executing this Contract, written and tangible material concerning conditions below ground at the Jobsite. Such written and tangible material is furnished to Contractor only in order to make disclosure of such material and for no other purpose. By furnishing such material, the City does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. The City shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project's Jobsite.

2.12.2 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the performance of the Work. Excluding such permits, fees and licenses, the City shall obtain all approvals, easements, and the like required for construction.

2.12.3 Subject to Paragraph 1.6 above, the City shall furnish Contractor electronic copies of the Contract Documents for execution of the Work. Hard copies of the Contract Documents shall be the responsibility of Contractor. The above responsibility notwithstanding, Contractor may request a (hardcopy) set of Contract Documents from the City. Contractor will reimburse the City for the actual costs (or \$25, whichever is greater), of providing such hardcopy set.

ARTICLE III CONTRACT TIME

3.1 Contract Period

3.1.1 Initial Contract Period. Unless otherwise terminated, this Contract shall continue in full force and effect for an initial period of three (3) years.

3.1.2 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend this Contract for up to one (1) additional two (2) year period. Any such Contract extension shall be contingent upon satisfactory performance by the Contractor and the City's availability of funding. Subject to Article VIII below, Contractor shall not increase its pricing during any such Contract extension. In no event shall the Contract term exceed five (5) years. This Contract may otherwise only be modified upon mutual execution of an Amendment.

3.1.3 Purchase Order Schedule. Contractor shall commence the Work and substantially complete all Work as described in each individual Purchase Order. Final Completion shall be reached by or before the number of consecutive calendar days after the Substantial Completion date identified in each individual Purchase Order.

3.1.4 Contractor, prior to commencing the Work, shall submit to the Project Manager for his/her information, Contractor's schedule for completing the Purchase Order Work. Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing), and relate to the entire Work required to be performed under the applicable Purchase Order. By way of illustration and not exclusion, Contractor's schedule shall: (1) contain sufficient activities to assure adequate planning for the Work, (2) include approved changes to the Work that impact the schedule, (3) include a clearly defined critical path, and (4) include a unique description for each activity. In the event any schedule revision impacts the completion time as provided in Paragraph 3.1.1 above, Contractor shall submit a request for additional time, in accordance with procedures as provided in Paragraph 8.2 below. Failure by Contractor to strictly comply with the provisions of this Paragraph shall constitute a material breach of this Contract.

3.2 Time is of the Essence

Time is of the essence regarding each and every obligation of Contractor under this Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

3.3 Liquidated Damages

3.3.1 Execution of this Contract by Contractor shall constitute Contractor's acknowledgment that the City will sustain damages in the amount identified in Paragraph 3.3.2 below for each and every calendar day during which completion of the Work required is delayed beyond Final Completion. Contractor and City agree that such damages shall be presumed to be the damages actually sustained by the City as defined below, and that because of the nature of the Project, it would be impracticable or impossible to determine or extremely difficult to fix the actual damages.

3.3.2 If Contractor fails to achieve Substantial Completion or Final Completion of the Work by the dates identified in the applicable Purchase Order, the City shall be entitled to withhold from any amounts otherwise due Contractor or to be paid as a debt due, the per day sum set forth in such Purchase Order (if any), for each and every calendar day of unexcused delay. The parties agree that such Liquidated Damages are not a penalty but rather a genuine pre-estimate of monetary damages sustained by the City for loss of revenue and/or increased project administration expenses related to the Purchase Order or this Contract because Contractor failed to perform and complete Work within the time fixed for completion or additional time granted pursuant to the provisions hereof. The assessment of Liquidated Damages is without prejudice to the City's rights of termination and Contractor's obligation to complete the Work.

3.3.3 Should Contractor fall behind the approved Work schedule; the City reserves the right to deduct Liquidated Damages based on an estimated period of late completion. The City need not wait until completion of Work to withhold Liquidated Damages from Contractor's progress payments.

3.4 Disclaimer of Consequential Damages

The City shall not be liable to Contractor, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred by Contractor in connection with this Contract, even if the City has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of subcontractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

ARTICLE IV CONTRACT PRICE AND PAYMENT

4.1 Contract Price

This is an indefinite-quantity Contract for construction services. The City makes no representations or guarantees as to the quantity or value of the Work to be performed. Performance of construction services shall be made only as authorized by Purchase Order issued by the City. The maximum amount set forth in each individual Purchase Order ("Contract Price") shall not exceed Five Hundred Thousand Dollars (\$500,000.00), without prior written authorization by the Board of City Commissioners.

Payment shall be made on the basis of the actual amount of Work satisfactorily performed in accordance with each individual Purchase Order and the terms and conditions of this Contract.

4.2 Schedule of Values

4.2.1 Prior to the commencement of Work, Contractor shall submit to the City and to the Project Manager a Schedule of Values allocating the Contract Price to the various portions of the Work. Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Project Manager or the City may require to substantiate its accuracy. Contractor shall not imbalance the Schedule of Values nor artificially inflate any element thereof. The violation of this provision by Contractor shall constitute a material breach of this Contract.

4.2.2 Upon approval by the City the Schedule of Values shall be used as a basis for Contractor's Application for Payment. The total of all payments in the Schedule of Values must at all times be equal to the Contract Price. No progress payment shall be made to Contractor until an acceptable Schedule of Values is submitted.

4.2.3 General conditions costs may be considered as a line item for the following items (break down required) (collectively the following shall be known as the General Conditions Costs):

- a) Contractor's field office personnel (full-time on-site)
- b) Construction office and storage facilities
- c) Utilities required to sustain field office and sanitary facilities
- d) Electrical power and water for construction
- e) Bonds and Insurance

4.2.4 Progress payments for general conditions costs will be based on the percentage of Work completed to date, except bonds and insurance which may be requested in full. Separate payments for Shop Drawings and deposits for materials will not be allowed.

4.3 Measurement and Payment

4.3.1 Contractor shall make all surveys necessary for determining all quantities of Work to be paid under this Contract. Copies of field notes, computations and other records made by Contractor for the purpose of determining quantities shall be furnished to the Project Manager upon request. Contractor shall notify the Project Manager prior to the time such surveys are made. The Project Manager may but shall have no obligation to witness and verify such surveys. Measurements and computations shall be made by such methods as the City may consider appropriate for the class of work measured. The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of Work where not definitely indicated on the Drawings or in the Specifications shall be as determined by the City.

4.3.2 No payments of invoices (or portions thereof) shall, at any time, constitute approval or acceptance of the Work under this Contract, nor be a waiver by the City of any of the terms contained herein.

4.4 Progress Payments

4.4.1 Prior to Contractor's submittal of the initial Application for Payment, Contractor shall have delivered the following documents. The City will not make any payment to Contractor until Contractor has complied with these requirements.

- a) Schedule of Values
- b) Project Schedule
- c) Certified copy of recorded bond
- d) Insurance Certificates

4.4.2 On or before the tenth (10th) day of each calendar month, Contractor shall submit an Application for Payment to the Project Manager in such form and manner, and with such supporting data and content, as the Project Manager may require. Such Application for Payment shall be based on the amount of Work done or completed during the payment period which is defined as the first day of the preceding calendar month through the last day of the preceding calendar month. The Project Manager will review the Application for Payment to determine whether the quantity and quality of the Work is as represented in the Application for Payment and thereafter confirm to the City the amount properly owing to Contractor. Upon receipt by the City of the Project Manager's recommendation for payment, payments will be made in accordance with the Local Government Prompt Payment Act (Sections 218.70-218.80 of the Florida Statutes) less such amounts, if any, otherwise owing by Contractor to the City or which the City shall have the right to withhold. Any Application for Payment determined by the City not to be suitable for payment shall be modified and processed in accordance with the City's assessment.

4.4.3 In the event any dispute with respect to any payment or Application for Payment cannot be resolved between Contractor and the City's Project staff, Contractor may demand in writing a meeting with and review by the City's Assistant Director of Finance and Contracts. Such meeting and review shall occur within ten (10) business days of receipt by the City of Contractor's written demand. The Assistant Director of Finance and Contracts shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the City's final decision for the purpose of the Local Government Prompt Payment Act.

4.4.4 The City may withhold from each progress payment made to Contractor an amount not to exceed five (5%) percent of payment as retainage until final acceptance of all Work in accordance with Section 255.078 of the Florida Statutes. Any interest earned on retainage shall accrue to the benefit of the City. The City shall make prompt payment to Contractor, unless in accordance with Section 255.078(6) of the Florida Statutes, such funds are the subject of a good faith dispute, claim or demand by the City or Contractor.

4.4.5 Contractor warrants and guarantees that title to Work, materials, and equipment covered in any Application for Payment, whether incorporated in the Project or not, shall pass to the City no later than the time of payment and shall be free and clear of liens, claims, security interests or other encumbrances.

4.5 Application for Payment

4.5.1 Contractor may make Application for Payment, at intervals of not more than once a month for Work satisfactorily completed during the Project. Contractor shall submit with each Application for Payment an updated Project schedule acceptable to the Project Manager. Each Application for Payment shall clearly include:

- a) Contract Number;
- b) A unique Application for Payment number;
- c) Contractor's legal name and address;
- d) Taxpayer identification number (Contractor's federal employer identification number);
- e) Brief description of the completed Work, in accordance with Contractor's Schedule of Values;
- f) Original Contract Price including approved Change Order amounts; and,
- g) Preferred remittance address, if different from the mailing address.

The City may require any other information from Contractor that the City deems necessary to verify Contractor's Application for Payment. No later than ten (10) days after execution of this Contract or Notice to Proceed has been issued, the City will identify in a separate written notice the submittal requirements for Contractor's payment requests.

4.5.2 Delivered, stored or stockpiled materials may be included in an Application for Payment provided Contractor meets the following conditions:

- a) Materials are suitably and securely stored at the Jobsite or a bonded warehouse (acceptable to the City);
- b) An applicable purchase order or supplier's invoice is provided listing the materials in detail, cost of materials and identifying this specific Project by name; and
- c) The material is insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.

Payments for such materials shall be at the sole discretion of the Project Manager, shall be based only upon the actual cost of the materials to Contractor, and shall not include any overhead or profit to Contractor.

4.5.3 Each Application for Payment shall be signed by Contractor and shall constitute Contractor's representation that the Work has progressed to the level for which payment is requested, that the Work has been properly installed or performed in full accordance with this Contract, and that Contractor knows of no reason why payment should not be made as requested. Contractor's final Application for Payment shall also be accompanied by a full and complete release and/or waiver of all liens complying with Section 713.20 of the Florida Statutes.

4.5.4 Contractor must remit undisputed payment due for labor, services, or materials furnished by Subcontractors and suppliers hired by Contractor, within ten (10) days after receipt of each progress payment from the City pursuant to Section 218.735 of the Florida Statutes. If necessary for the protection of the City, the City shall have the right, at its sole option, to make payment by joint check or by direct check to Contractor's Subcontractors or suppliers without advance notice to or consent of Contractor. If joint checks are issued following claims by Contractor's Subcontractors or suppliers, the City shall be entitled to an administrative fee of \$50.00 per check for the expense of processing each joint check. Any amounts paid directly to a Subcontractor or supplier will be deducted from payments made to, or amounts due or that may become due to, Contractor. The issuance of a joint check shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.

4.5.5 No progress payment, nor any use or occupancy of the Project by the City, shall be interpreted to constitute approval or acceptance of any Work under this Contract, nor be considered a waiver by Contractor of any of the terms of this Contract.

4.5.6 The City's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of City Commissioners. The City shall promptly notify Contractor if the necessary

appropriation is not made.

4.6 Withheld Payment

4.6.1 The City may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, if:

- a) Any Claims are made against Contractor by the City or third parties, including Claims for liquidated damages or if reasonable evidence indicates the probability of the making of any such Claim;
- b) Any Claims are made against the City, the City's property or any other party indemnified hereunder which is or might be covered by Contractors Indemnification obligations under Section 11.2 below;
- c) Contractor fails to pay Subcontractors or others in full and on-time;
- d) Contractor fails to submit schedules, reports, or other information required under the Contract;
- e) Contractor fails to diligently prosecute the Work and maintain progress to assure completion within the Contract Time;
- f) Contractor persistently fails to fully and timely perform the Work in accordance with the Contract Documents;
- g) Defective or nonconforming Work is not remedied; or
- h) Contractor is in default of any other representation, warranty, covenant or performance obligation of this Contract.

4.6.2 If Claims or liens filed against Contractor or property of the City connected with performance under this Contract are not promptly removed by Contractor after receipt of written notice from the City to do so, the City may remove such Claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Contractor. If the amount of such withheld payments or other monies due Contractor under the Contract is insufficient to meet such cost, or if any Claim or lien against Contractor is discharged by the City after final payment is made, Contractor and its surety or sureties shall promptly pay the City all costs (including attorney's fees) incurred thereby regardless of when such Claim or lien arose.

ARTICLE V CONTRACTOR RESPONSIBILITIES

5.1 Performance

5.1.1 Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its contractual obligations hereunder.

5.1.2 Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or samples for such portion of the Work. If Contractor performs any portion of the Work where Contractor knows or should know such Work involves a recognized error, inconsistency or omission in the Contract Documents without notice to the Project Manager and the City, Contractor shall bear responsibility for such performance and shall bear the cost of correction.

5.1.3 Contractor shall perform the Work strictly in accordance with this Contract.

5.1.4 Contractor shall confine its operations to the Jobsite or such other land and areas identified in and permitted by the Contract Documents. Contractor shall assume full responsibility for any damage to any such land or area, to the City or occupant thereof, or of any adjacent land or areas, resulting from the performance of the Work. Should any Claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the Claim by other dispute resolution proceeding or at law. Contractor shall, to the fullest extent permitted by Applicable Law, indemnify and hold harmless the City, and its officers, directors, agents and employees and anyone directly or indirectly employed by them from and against Claims, costs, losses, and damages arising out of or resulting from any Claim or action, legal or equitable, brought by any such owner or occupant against the City or any other party indemnified hereunder to the extent caused by or based upon Contractor's or a Subcontractor's performance of the Work.

5.1.5 Contractor is solely and exclusively responsible for supervising all workers at the Jobsite. Contractor shall supervise and direct the Work using Contractor's best skill, effort and attention. Contractor shall be responsible to the City for any and all acts or omissions of Contractor, its employees and others engaged in the Work on behalf of

Contractor.

5.1.6 Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

5.2 Authorized Representative

5.2.1 Prior to commencing Work, Contractor shall designate in writing a competent, authorized representative(s) acceptable to the City to represent and act for Contractor (“Authorized Representative”). Absent such written designation, Contractor’s Jobsite superintendent shall be deemed Contractor’s Authorized Representative and s/he shall be authorized to receive and accept any and all communications from the City or the City’s Project Manager. All communications given to the Authorized Representative shall be binding upon Contractor. An Authorized Representative may be added, removed or changed upon prior written notice given pursuant to Section 13.18 titled “Written Notice”.

5.2.2 At all times while performing the Work and Warranty Work, Contractor shall have one or more Authorized Representatives present on the Jobsite. Such Authorized Representative shall be capable to effectively communicate with the City or the City’s Project Manager, execute and enforce applicable Contract Documents and address Jobsite safety and environmental requirements.

5.3 Environmental, Safety and Health

5.3.1 Safety and Protection. Contractor shall be solely and exclusively responsible for conducting operations under this Contract to avoid risk of harm to the health and safety of persons and property and for inspecting, supervising and monitoring all equipment, materials (whether in storage on or off the Jobsite), work practices and safety precautions (including but not limited to adequate maintenance of traffic) used in the Work to ensure compliance with its obligations under this Contract. Contractor shall provide or cause to be provided necessary training and furnish all safety construction equipment/tools, including OSHA compliant and ANSI certified personal protective equipment as appropriate and necessary for the performance of the Work, to its subcontractors of every tier and enforce the use of such training and safety construction equipment/tools.

5.3.2 Compliance. Contractor shall comply with all Applicable Laws bearing on the safety of persons or property, or their protection from damage, injury or loss including compliance with applicable permits, Project plans and approvals. To the extent allowed by law, Contractor shall assume all responsibility and liability with respect to all matters regarding the safety and health of its employees and the employees of Contractor’s subcontractors and suppliers of any tier, with respect to the Work.

5.3.3 Stop Work Authority. Notwithstanding the foregoing, the City reserves the right to direct Contractor to stop Work and correct an unsafe condition at any time that any person present at the Jobsite identifies any unsafe condition or action. For this purpose only, any person at the Jobsite is authorized to act on behalf of the City.

5.3.4 Safety Representative. Prior to commencing Work, Contractor shall designate in writing a member(s) of its Jobsite construction team as its Safety Representative. Such Safety Representative shall be acceptable to the City and shall have responsibility for implementing all safety procedures, including OSHA, responsibility for the prevention of accidents, authority for monitoring safety of the Work, authority to correct unsafe conditions or acts by its employees or Subcontractors, the ability to oversee compliance with and address environmental requirements, and coordinate with other on-site contractors and subcontractors on safety and environmental matters required for the Work. In the absence of the required written designation, this person shall be Contractor’s Superintendent.

5.3.5 Safety Reporting Requirements. Contractor shall maintain accident and injury records as required by Applicable Law. Such records will be made available to the City upon request. Contractor shall immediately report to the City any death, injury or damage to property incurred or caused by Contractor’s employees and employees of Contractor’s subcontractors and suppliers of any tier.

5.3.6 Drug Free Workplace. By signing this Contract, Contractor agrees to maintain a healthy and productive workforce and safe working conditions thru compliance with the Drug-Free Workplace Act (Chapter 112, Florida State Statutes). Contractor’s personnel shall not possess, use, manufacture, distribute or be under the influence of while on the Jobsite (or any other location where the provisions of this Contract applies) alcoholic beverages and/or illegal drugs or any other “Drug” as such term is defined in the Drug-Free Workplace Act.

5.3.7 Occupational Safety and Health Act (OSHA). Contractor warrants that all materials, equipment, services, etc., delivered or provided to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of this Contract. Contractor further certifies that if material, equipment, service, etc., delivered or provided to the City is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by Contractor.

5.3.8 Toxic Substances/Federal Hazard Communication “Right to Know and Understand” Regulations

The Federal “Right to Know and Understand” Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, Contractor is required to provide completed Safety Data Sheets (SDS) for each hazardous substance provided to the City under this Contract. This includes hazardous substances that are not directly included in the Contract Documents, but are included in the goods or services provided by Contractor to the City. The SDS for each substance must be sent to the City’s Project Manager and must also be sent to:

City of St. Augustine Beach, a political subdivision of the State of Florida
2200 A1A S
St. Augustine, FL 32080
Attn: Risk Management

In the event that hazardous material is improperly handled or stored by Contractor, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the Jobsite, Contractor shall immediately notify the City and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at Contractor’s sole cost and expense. Further, Contractor shall indemnify and hold harmless the City from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities. The indemnity provisions of this section shall survive the expiration or earlier termination of this Contract.

5.4 Substantial Completion

5.4.1 When Contractor considers the Work is substantially complete, Contractor shall notify the Project Manager in writing and submit a comprehensive list of incomplete items to be completed or corrected prior to Final Completion. The Project Manager will promptly inspect the Work following receipt of Contractor’s notice and attached list of incomplete items. The Project Manager may refuse to inspect the Work if the Work is obviously not substantially complete or when Contractor’s list is not complete.

5.4.2 To the extent applicable to Contractor’s specific Work scope, the following items shall be completed prior to Contractor’s request for a Substantial Completion inspection.

- a) All general construction completed.
- b) Project Jobsite cleared of Contractor's excess equipment, storage shacks, trailers, and/or building supplies.
- c) Project record Drawings and Specifications submitted in accordance with the Contract Documents.
- d) Preliminary as-built drawings submitted.
- e) All applicable permits required for use provided.
- g) All operations and maintenance manuals, training literature, and software for all equipment provided.
- h) Manufacturers' certifications and warranties provided.
- i) All required spare parts and special tools provided.

5.4.3 If Substantial Completion is not obtained at the inspection called by Contractor, for reasons which are the fault of Contractor, the cost of any subsequent inspections requested by Contractor for the purpose of determining Substantial Completion shall be the responsibility of Contractor and shall be assessed against the final payment application.

5.4.4 Once Substantial Completion is achieved and within the time allowed by F.S. 218.70 et seq, the Project Manager will prepare the punch list required by the Local Government Prompt Payment Act. Unless otherwise mutually agreed, the punch list items shall be corrected by Contractor within thirty (30) calendar days and prior to any request for Final Inspection and Acceptance. The failure to include any corrective Work or pending items not yet completed on the list does not alter the responsibility of Contractor to complete the Work pursuant to this Contract.

5.5 Final Inspection

When all the Work under a Purchase Order is finally complete and Contractor is ready for a final inspection, Contractor shall provide written notice to the City and the Project Manager. The Project Manager, with Contractor's cooperation, will conduct such reviews, inspections and tests as may be reasonably required to satisfy the City that the Work, or identified portion of the Work, conforms to all requirements of the Contract Documents. If the Project Manager determines that the Work or any part of the Work is not complete or fails to conform to the Contract Document requirements, Contractor will be notified in writing of deficiencies. After correcting all deficiencies Contractor shall again initiate the procedures for final inspection as set forth above. The Project Manager will issue a Final Certificate for Payment following satisfactory inspection of the Purchase Order Work provided Contractor has delivered to the Project Manager the final corrected as-built Drawings and the final bill of materials, if any.

5.6 Final Payment

5.6.1 Upon Contractor's receipt of the Final Certificate for Payment, Contractor may submit a final invoice provided the following has been completed or submitted with such final invoice:

- a) Complete all items applicable to the Work identified in Paragraph 5.4.2;
- b) Complete all Work listed on the punch list prepared in accordance with Paragraph 5.4.4;
- c) Consent of Surety for final payment and/or retainage;
- d) Final Waiver and Release of Claim signed by Contractor;
- e) Submittal of final corrected as-built (record) Drawings;
- f) Settlement of Liquidated Damages, as applicable; and
- g) Settlement of liens and Claims, if any.

5.6.2 Acceptance of Final Payment shall constitute a waiver of all Claims against the City by Contractor except for those Claims previously made in writing against the City by Contractor, pending at the time of Final Payment, and identified in writing by Contractor as unsettled at the time of its request for Final Payment.

5.6.3 In the event Contractor fails to make a Request for Final Payment, or to resubmit a final Application for Payment within ninety (90) days after being requested to do so, the City may deem any and all retained funds to be abandoned property and shall give notice of abandonment to Contractor. The City may set off against the final payment any amounts due to City from Contractor arising out of or under this or any other Contract or Contract between them.

ARTICLE VI PROJECT MANAGER

6.1 Project Manager Responsibilities

6.1.1 The City shall designate as its representative a Project Manager who shall be fully acquainted with the Project. The Project Manager shall be the City's representative from the Effective Date of this Contract until final payment has been made. The Project Manager shall be authorized to act on behalf of the City only to the extent provided in this Article VI.

6.1.2 The City and Contractor shall communicate with each other in the first instance through the Project Manager.

6.1.3 The Project Manager shall be the initial interpreter of the requirements of the Drawings and Specifications and the judge of the performance there under by Contractor. The Project Manager shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of Contractor.

6.1.4 The Project Manager shall review Contractor's Applications for Payment and shall confirm to the City for payment to Contractor, those amounts then due to Contractor as provided in this Contract.

6.1.5 The Project Manager shall have authority to reject Work, which is defective or does not conform to the requirements of this Contract. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.

6.1.6 The Project Manager shall review and accept, or take other appropriate action as necessary, concerning Contractor's submittals including but not limited to Shop Drawings, Product Data and Samples. Such review, acceptance or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

6.1.7 The Project Manager may authorize minor changes in the Work by field order as provided elsewhere herein. The Project Manager does not have authority to approve adjustments to the Contract Price or Contract Time. If at any time Contractor believes that acts or omissions of the City constitute a change to the Work, Contractor shall submit a written notice in accordance with the requirements of Article VIII.

6.1.8 The Project Manager shall, upon written request from Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive and forward to the City for the City's review and records, written warranties and related documents required by this Contract and shall issue a Final Certificate for Payment upon compliance with the requirements of this Contract.

6.1.9 The Project Manager's decision in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

6.2 Field Orders

The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or Contract Time and not inconsistent with the intent of this Contract. Such changes shall be affected by written field order and shall be binding upon Contractor. Contractor shall carry out such field orders promptly.

ARTICLE VII SUBCONTRACTORS

7.1 Award of Subcontracts

7.1.1 Contractor shall be responsible for all Work performed under the Contract Documents. All persons engaged in the Work of the Project are the responsibility and under the control of Contractor. Contractor shall furnish the Project Manager, in writing, the names of persons or entities proposed by Contractor to act as a Subcontractor on the Project. The Project Manager shall promptly reply to Contractor, in writing, stating any objections the Project Manager may have to such proposed Subcontractor. Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Manager has made a timely objection.

7.1.2 Contractor shall give personal attention to fulfillment of the Contract and shall keep the Work under Contractor's control. When any Subcontractor fails to execute a portion of the Work in a manner satisfactory to the City, Contractor shall remove such Subcontractor immediately upon written request from the City, and the Subcontractor shall not again be employed on the Project. The City will not entertain requests to arbitrate disputes among Subcontractors or between Contractor and Subcontractor(s) concerning responsibility for performing any part of the Work.

ARTICLE VIII CHANGES IN THE WORK

8.1 General

8.1.1 The City may, at any time, without invalidating this Contract and without notice to sureties, direct changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, by Change Order or by field order. Contractor agrees to promptly comply with such orders and proceed with the Work, which shall be performed under the applicable requirements of the Contract Documents. Contract Time and Contract Price will be adjusted, in accordance with Sections 8.2 and 8.3 below, by written Change Order for changes which materially increase or decrease the cost of or time for performance of the Work.

8.1.2 If at any time Contractor believes that acts or omissions of the City constitute a change to the Work, Contractor shall submit a written notice to the Project Manager explaining in detail the basis for the change request. Contractor's

written notice must be furnished within five (5) days of the commencement of the event giving rise to the claim or Contractor's knowledge of the claim, and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) days after the termination of the event giving rise to the claim or Contractor's knowledge of the claim, Contractor shall submit written notice of the extent of the claim with supporting information and documentation to the Project Manager and City. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.** Pending final resolution of any such claim request, Contractor shall diligently proceed with performance of this Contract regardless of any dispute concerning performance of the Work or the amount Contractor is to be paid for such Work.

8.2 Changes in the Contract Time

8.2.1 The Contract Time will be extended by Change Order in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim for an extension is submitted in accordance with Section 8.1.2 above.

8.2.2 If Contractor is delayed in progressing any Purchase which at the time of the delay is then critical or which during the delay becomes critical, as a direct result of unusually adverse weather conditions not reasonably anticipated, or any other causes beyond Contractor's reasonable control and not attributable to Contractor or Contractor's Subcontractor's actions or failure to act, then the date for achieving Substantial Completion of the Work may be extended for such reasonable time as the Project Manager may determine. An extension of Contract Time shall be Contractor's sole and exclusive remedy for delay unless the delay is solely caused by fraud, bad faith or active interference on the part of the City or its representatives. In no event shall Contractor be compensated for interim delays that do not extend the Contract Time.

8.2.3 Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to paragraph 8.1.2 above. Time extensions are justified only when rain, other inclement weather conditions, or related adverse soil conditions result in Contractor's inability to work at least fifty percent (50%) of the normal workday on controlling items of Work identified on the accepted schedule or updates to that schedule.

8.2.4 Contractor shall, at no cost to the City, take all precautions necessary to secure the Project Jobsite from any damage that may be caused by all threatened storm events, regardless of whether the City has given notice of same. Compliance with any specific storm event precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the City has directed such suspension, will entitle Contractor to additional Contract Time only and shall not give rise to a claim for a change in the Contract Price.

8.3 Changes in the Contract Price

8.3.1 In connection with any claim by Contractor against the City for compensation in excess of the Contract Price, any liability of the City for Contractor's costs shall be strictly limited to direct costs incurred by Contractor and shall in no event include indirect costs or consequential damages of Contractor.

8.3.2 Any change in the Contract Price resulting from a Change Order shall be determined as follows:

- a) By mutual acceptance of a lump sum increase or decrease in costs. Upon the Project Manager's request, Contractor shall furnish a detailed estimate of increased or decreased costs, together with cost breakdowns and other support data as the Project Manager may reasonably request.
- b) By Unit Prices stated in the Contract Documents, or subsequently agreed upon payment.
- c) By a manner or method mutually agreed by the City and Contractor.

8.3.3 If no mutual agreement occurs between the City and Contractor, then the change in the Contract Price, if any, shall than be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, Contractor shall present, in such form and with such content as the City or the Project Manager requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, unemployment insurance, fringe benefits required by a pre-existing Contract or by custom, and workers' compensation insurance, reasonable costs of premiums for all bonds

and insurance, permit fees, and sales, use or other taxes paid by Contractor that are directly attributable to the changed Work. In no event shall any expenditure or savings associated with Contractor's home office or other non-Jobsite overhead expenses be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the City, payments shall be made to Contractor based on the Project Manager's recommendation for payment.

8.3.4 Costs which will not be allowed or paid in Change Orders or other claims under this Contract include, but are not limited to, the costs of preparing or reviewing change request/claims or proposed Change Orders, change request/claim consulting costs; lost revenues; lost profits; lost income or earnings; interest cost of any type other than those mandated by statute; rescheduling costs; lost earnings; loss of other business; or the costs of Contractor representatives visiting the Jobsite or participating in meetings with the City. The City shall not be liable to Contractor for claims of third parties, including Subcontractors, unless and until liability of Contractor has been established therefore in a court of competent jurisdiction.

8.4 Acceptance of Change Orders

Contractor's written acceptance of a Change Order shall constitute a final and binding Contract to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

8.5 Notice to Sureties

Contractor shall notify and obtain the timely consent and approval of Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by Contractor's surety or by law. Contractor represents and warrants to City that Contractor is solely liable and responsible to so notify and obtain any such consent or approval.

8.6 Differing Site Conditions

If during the course of the Work, Contractor encounters (1) subsurface or concealed conditions at the Project's Jobsite that differ materially from those shown in the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract; or (2) unknown physical conditions of the Project's Jobsite, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract, then Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify the Project Manager in writing of the existence of the aforesaid conditions. The Project Manager shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of the Project Manager, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, the Project Manager may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Project Manager and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to the Assistant Director of Finance and Contracts for determination in accordance with the provisions of Paragraph 1.5. No request by Contractor for an equitable adjustment to this Contract under this provision shall be allowed unless Contractor has given written notice to the Project Manager in strict accordance with the provisions of this Article. **No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by the Project Manager as the date of Substantial Completion.**

The failure by Contractor to provide written notice as provided in this Paragraph 8.6 shall constitute a waiver by Contractor of any Claim arising out of or relating to such concealed or unknown condition.

ARTICLE IX UNCOVERING WORK, STOPPING WORK, AND ACCEPTING DEFECTIVE OR NONCONFORMING WORK

9.1 Uncovering Work

9.1.1 No Work or portion of Work shall be covered until inspected by the City as required by the Contract Documents. If any of the Work is covered contrary to the request or direction of the City or the Project Manager or contrary to the requirements of the Contract Documents, Contractor shall, upon written request, uncover it for the Project Manager's inspection and subsequently cover the Work in accordance with the Contract Documents without adjustment to the Contract Time or Contract Price. The provisions and obligations set forth herein shall apply even if the City ultimately determines (after uncovering and inspection) that the underlying Work in question conforms to the requirements of the Contract Documents.

9.1.2 Should the City wish to either (i) re-inspect a portion of the Work that has been covered by Contractor in compliance with Paragraph 9.1.1, above, or (ii) inspect a portion of the Work that has been covered by Contractor which is not required by the Contract Documents to be observed or inspected prior to its being covered and which the City did not specifically request to observe prior to its being covered, Contractor shall uncover the applicable portion of the Work upon written request. If the City determines that the Work uncovered conforms to the requirements of the Contract Documents, then the City will pay the costs of uncovering and replacement of the cover through a Change Order and will adjust the Contract Time by Change Order if the uncovering and replacement Work extends the most current Substantial Completion or Final Completion date, as applicable. If, however, the City determines that the Work uncovered does not conform to the requirements of the Contract Documents, then Contractor shall pay the costs of uncovering and replacement and shall not be entitled to an adjustment of the Contract Price.

9.2 Right to Stop Work

If the Work is defective, or Contractor fails to supply sufficient skilled workers, suitable materials, or equipment or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the City, acting through the Project Manager, may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The City's right to stop Work, or any portion thereof, shall not give rise to any duty on the part of the City to exercise this right for the benefit of Contractor or any other party.

9.3 City May Accept Defective or Nonconforming Work

If the City chooses to accept defective or nonconforming Work, the City may do so. In such events, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Work had it not been constructed in such manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the City for its acceptance of defective or nonconforming Work, Contractor shall, pay the City such remaining compensation for accepting defective or nonconforming Work.

ARTICLE X CONTRACT SUSPENSION AND TERMINATION

10.1 Suspension

The City may, by written notice, order Contractor to suspend, delay or interrupt Work, in whole or in part, for a period of time as the City may determine. If such suspension delays Contractor's ability to meet the authorized Contract Time, Contractor will be granted an extension of time as reasonably agreed by both parties. Contractor shall not be entitled to an adjustment to the Contract Time to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause, act or omission for which Contractor is responsible. Notwithstanding anything to the contrary in this Contract and, in the event any such suspension exceeds ninety (90) days, Contractor may, upon ten (10) days written notice to the City, terminate performance under this Contract and recover from the City an equitable adjustment in accordance with Section 8.3 above.

10.2 Termination

10.2.1 The City may by written notice to Contractor terminate the Work under this Contract in whole or in part at any time for the City's convenience or for the default of Contractor.

10.2.2 Upon receipt of such termination notice Contractor shall immediately stop all Work and shall immediately cause any and all of its Subcontractors and material suppliers at any tier, to immediately stop all work, leaving the construction Site in a safe and secured condition. Contractor shall not be paid for any work performed or costs incurred after the termination date that reasonably could have been avoided. The City may direct Contractor to assign Contractor's right, title and interest under terminated orders or subcontracts to its designee.

10.2.3 Contractor shall not remove from the construction Jobsite any materials, equipment, plant or tools that have been paid for by City pursuant to this Contract. Contractor hereby grants the City a free and unimpeded right of access to Contractor's facilities, which shall survive any termination of the Contract, for the purpose of permitting the City to take control of and remove any Work, including but not limited to any Work for which title has vested in the City.

10.2.4 If the termination is for the convenience of the City, an equitable adjustment in the compensation to be paid Contractor shall be made based upon the cost for completed Work, Work in progress, and the substantiated, reasonable and actually incurred costs associated with termination. No amount shall be allowed for anticipated profit or

unperformed work.

10.2.5 For purposes of this Termination provision, Contractor shall be deemed in default if Contractor (1) persistently or repeatedly refuses or fails to perform the Work in a timely manner, (2) fails to supply enough properly skilled Workers, supervisory personnel or proper equipment or materials, (3) fails to make prompt payment to Subcontractors, or for materials or labor, (4) becomes insolvent or becomes the subject of voluntary or involuntary bankruptcy proceedings, (5) persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or (6) breaches or violates a material provision of this Contract. If the termination is attributable to the default of Contractor, the City shall have the right, without prejudice to any other right or remedy, to take possession of the construction Jobsite and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor and may finish the Work by whatever methods it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

10.2.6 If the unpaid balance of the Contract Price less any liquidated damages due under this Contract, exceeds the cost of finishing the Work, including compensation for the Project Manager's additional services and expenses made necessary thereby, Contractor shall pay the difference to the City. This obligation for payment shall survive the termination of the Contract.

10.2.7 If, after termination by the City for Contractor's default, it is determined by a Court of competent jurisdiction that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties, including adjustment of the Contract Price, will be the same as if the termination had been issued for the convenience of the City, as provided under Paragraph 10.2.4 above.

ARTICLE XI WARRANTY AND INDEMNITY

11.1 Warranty

11.1.1 Contractor warrants and guarantees to the City that all labor furnished to progress the Work under this Contract shall be competent to perform the Purchases undertaken and that the product of such labor shall yield only first-class results and that all materials and equipment furnished under this Contract shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents.

11.1.2 Contractor warrants all materials, equipment and labor it furnishes or performs under this Contract against all defects in design, materials and workmanship for a period of one year (or the period of time in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) from and after the date of Final Completion. Contractor shall within ten (10) Days after being notified in writing by the City of any defect in the Work or non-conformance of the Work (Warranty Work), commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its Warranty Work or which becomes damaged in the course of repairing or replacing Warranty Work. For any Work so corrected, Contractor's obligation hereunder to correct Warranty Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work.

11.1.3 Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract Documents. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor.

11.1.4 All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate Contract and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City.

11.1.5 In the event that Contractor fails to perform its obligations under this Warranty Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction

thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

11.1.6 Failure on the part of the City to reject defective, non-conforming or unauthorized Work shall not release Contractor from its contractual obligations, be construed to mean acceptance of such Work or material by the City, or, after Final Completion, bar the City from recovering damages or obtaining such other remedies as may be permitted by law.

11.1.7 No adjustment in the Contract Time or Contract Price will be allowed because of delays in the performance of the Work as a result of correcting defective, non-conforming or unauthorized Work.

11.1.8 City and Contractor agree that the provisions of Florida Statute Chapter 558 shall not apply to this Contract.

11.2 Indemnity

11.2.1 Contractor shall indemnify and hold harmless the City and its officers and employees ("Indemnified Party"), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

11.2.2 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Contractor further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

11.2.3 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the "persons employed or utilized by Contractor" shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

11.2.4 In Claims against any person or entity indemnified hereunder by an employee of Contractor, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 11.2 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor or subcontractor under any workers' compensation acts, disability benefits acts or other employee benefit acts.

11.2.5 Contractor's indemnity and hold harmless obligations hereunder shall extend to all Claims against the City by any third party or third-party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

11.2.6 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

11.2.7 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

11.2.8 Contractor shall further indemnify and hold harmless the City its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights.

11.2.9 The indemnification provisions of this Section 11.2 shall survive expiration or earlier termination of this Contract.

ARTICLE XII INSURANCE AND BONDS

12.1 Contractor's Insurance Requirements

12.1.1 All insurance policies shall be satisfactory to the City and be issued by companies authorized and duly licensed to transact business in the State of Florida. Contractor shall furnish proof of insurance to the City prior to execution of this Contract. No Work shall commence under this Contract until Contractor has obtained all insurance coverages required under this section. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

12.1.2 No less than ten (10) days written notice shall be provided to the City prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the City within thirty (30) days of expiration of the current policy.

12.1.3 The types and amounts of insurance required under this Contract do not in any way limit the liability of Contractor including under any warranty or indemnity provision of this Contract or any other obligation whatsoever Contractor may have to the City or others. Nothing in this Contract limits Contractor to the minimum required insurance coverages found in this Article XII.

12.2 Additional Insured Endorsements and Certificate Holder

The term "Additional Insured", as used in this Contract, shall mean City, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

Certificate Holder Address: City of St. Augustine Beach, a political subdivision of the State of Florida
2200 A1A S
St. Augustine, FL 32080
Attn: Finance Division

12.3 Workers Compensation

Contractor shall procure and maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Florida Statute 440.02.

12.4 Commercial General Liability

Contractor shall procure and maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

12.5 Automobile Liability

Contractor shall procure and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

12.6 Additional Coverages

ONLY THE SUBSECTIONS CORRESPONDING TO ANY CHECKED BOX IN THIS PARAGRAPH 12.6 WILL APPLY TO THIS CONTRACT.

12.6.1 ☐ Professional Liability.

12.6.1.1 Contractor shall procure and maintain, during the life of this Contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 with 10-year tail coverage starting upon Final Completion. Contractor's professional liability policy should not have an exclusion for environmental compliance management or

construction management professionals.

12.16.1.2 In the event that Contractor employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans, and specifications, Contractor shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.

12.6.2 ☐ Builders Risk.

12.6.2.1 Contractor shall procure and maintain Builder's Risk ("all risk") insurance on a replacement cost basis. The amount of coverage shall be equal to the full replacement cost on a completed value basis, including periodic increases or decreases in values through change orders.

12.6.2.2 The Builder's Risk policy shall identify the City as the sole loss payee. The policy shall name as insured the City, Contractor and its subcontractors of every tier. Each insured shall waive all rights of subrogation against each of the other insured to the extent that the loss is covered by the Builder's Risk Insurance. The Builder's Risk policy shall be primary and any self-insurance maintained by the City in not contributory. The Builder's Risk policy shall not include a co-insurance clause. This coverage shall not be lapsed or cancelled because of partial occupancy by the City prior to Final Completion of the Work.

12.6.2.3 The Builder's Risk insurance shall:

- a. insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal including demolition as may be reasonably necessary; and water damage (other than that caused by flood).
- b. cover, as insured property, at least the following: (i) the Work and all appurtenances, materials, supplies, fixtures, machinery, apparatus, equipment and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work including City furnished or assigned property; (ii) spare parts inventory required within the scope of the Contract; and (iii) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Jobsite, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
- c. extend to cover damage or loss to insured property (i) while in transit; and (ii) while in temporary storage at the Jobsite or in a storage location outside the Jobsite (but not including property stored at the premises of a manufacturer or supplier).
- d. include (i) performance/start-up and hot testing; (ii) soft costs (e.g. design and engineering fees, code updates, permits, bonds, insurances, and inspection costs); and (iii) costs of funding or financing when a covered risk causes delay in completing the Work.

12.6.3 The Builder's Risk Insurance may have a deductible clause. Contractor shall be responsible for paying any and all deductible costs. Notwithstanding anything to the contrary set forth above, the deductible for coverage of all perils and causes of loss enumerated in subparagraph 12.6.2.3 above shall not exceed \$250,000.

12.7 Other Requirements

The required insurance limits identified in Sections 12.4, 12.5, and 12.6 above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide City with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. City has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

City reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

12.8 Payment and Performance Bonds

Contractor shall execute, furnish the City with, and record in the public records of City, a Payment and Performance Bond in accordance with the provisions of Sections 255.05 and 287.0935 Florida Statutes, in an amount no less than the Contract Price. Such Payment and Performance Bond shall be conditioned upon the successful completion of all work, labor, services, equipment and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen, and laborers. Said bond shall be subject to the approval of the Board of City Commissioners of City, Florida. In accordance with Section 255.05, F.S., the City may not make a payment to Contractor until Contractor has provided the City a certified copy of the recorded bond.

ARTICLE XIII MISCELLANEOUS

13.1 Examination of Contractor's Records

The City or its authorized representative shall, until the expiration of five (5) years after final payment under this Contract, have access to, and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions relating to this Contract, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Contractor has overstated any component of the Contract Price, Change Order, Claim, or any other City payment obligation arising out of this Contract, then Contractor shall, at the election of the City, either immediately reimburse to the City or offset against payments otherwise due Contractor, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the City may have.

13.2 Backcharges

Upon the City's notification to undertake or complete unperformed Work such as cleanup or to correct defective or non-conforming services, equipment, or material (Backcharge Work), if Contractor states or by its actions indicates it is unable or is unwilling to immediately proceed and/or complete the Backcharge Work in an agreed time; the City may perform such Backcharge Work by the most expeditious means available and backcharge Contractor for any and all costs thereby incurred by the City.

The City shall separately invoice or deduct and retain from payments otherwise due to Contractor the costs for Backcharge Work. The City's right to backcharge is in addition to any and all other rights and remedies provided in this Contract or by law. The City's performance of the Backcharge Work shall not relieve Contractor of any of its responsibilities under this Contract and Contractor shall be responsible for the Backcharge Work as if it were its own.

13.3 Applicable Law

Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

13.4 Governing Law & Venue

The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract shall be City of St. Augustine Beach, Florida.

13.5 Assignment

Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any Change Order issued pursuant to the Contract or make an assignment or transfer of any amounts payable to Contractor under the Contract, without the prior written consent of the City. In the event of any assignment, Contractor remains secondarily liable for performance of the Contract, unless the City expressly waives such secondary liability. The City may assign the Contract with prior written notice to Contractor of its intent to do so. This Contract may be assumed by and shall inure to the benefit of the City's successors and assigns without the consent of Contractor.

13.6 Severability

If a court deems any provision of the Contract void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

13.7 Section Headings

The section and other headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

13.8 Disclaimer of Third-Party Beneficiaries

This Contract is solely for the benefit of City and Contractor and no right or cause of action shall accrue to or for the benefit of any third party not a formal party hereto. Nothing in this Contract, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than City and Contractor, any right, remedy, or Claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon City and Contractor.

13.9 Waiver; Course of Dealing

The delay or failure by the City to exercise or enforce any of its rights or remedies under this Contract shall not constitute or be deemed a waiver of the City's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Contract after the Effective Date shall not be deemed a waiver or modification of this Contract.

13.10 No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

13.11 Execution in Counterparts

This Contract may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Contract is executed through a City-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Contract and/or a signature page of this Contract by electronic image scan transmission (such as a "pdf" file) or through a City approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Contract.

13.12 Entire Contract

This Contract, together with the Contract Documents for the Work, constitutes the entire Contract between City and Contractor relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written. This Contract may not be amended or modified except in writing signed by both parties.

13.13 Survival

The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, insurance, payment obligations, and the City's right to audit Contractor's books and records, shall in all cases survive the expiration or earlier termination of this Contract.

13.14 Employment Eligibility and Mandatory Use of E-Verify

As a condition precedent to entering into this Contract, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Contract.

- b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The City, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. The City and Contractor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. Contractor acknowledges that, in the event that the City terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of the City's termination of this Contract for breach of these provisions regarding employment eligibility.
- f. Contractor shall incorporate in all subcontracts made pursuant to this Contract the provisions contained herein regarding employment eligibility.

13.15 Equal Employment Opportunity

During the performance of this Contract, Contractor agrees as follows:

13.15.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or familial status. Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

13.15.2 Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

13.15.3 Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

13.15.4 Contractor will send to each labor union or representatives of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided by the City, advising the labor union or workers' representative of Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

13.15.5 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

13.15.6 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

13.15.7 In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

13.15.8 Contractor will include the provisions of paragraphs 13.15.1 through 13.15.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

13.16 Public Records

13.16.1 Contractor shall comply and shall require all of its Subcontractors to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the Services;
- (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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;
- (3) Ensure that public records related to this Contract that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of this Contract and following expiration of this Contract, or earlier termination thereof, if Contractor does not transfer the records to the City; and
- (4) Upon completion of this Contract, or earlier termination thereof, transfer, at no cost, to the City all public records in possession of Contractor or keep and maintain for inspection and copying all public records required by the City to perform the Work.

13.16.2 If Contractor, upon expiration of this Contract or earlier termination thereof i) transfers all public records to the City, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Contractor shall meet all Applicable Law and 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 City's information technology systems.

13.16.3 Failure by Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK AT: (904) 471-2122, dfitzgerald@cityofsab.org, 2200 A1A S, ST. AUGUSTINE, FLORIDA

13.17 Anti-Bribery

Contractor and its Subcontractors shall at all times during the term of this Contract comply with all anti-bribery and corruption laws that are applicable to the performance of this Contract. Contractor represents that it has not, directly or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. Contractor shall immediately notify the City of any violation (or alleged violation) of this provision.

13.18 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies

13.18.1 Contractor warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the City in writing if its ability to perform is compromised in any manner during the term of the Contract.

13.18.2 Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Contract, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the City may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

13.19 Written Notice

Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication under this Contract shall be validly given when delivered as follows:

- i. Hand delivered to Contractor's Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail, electronic mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

City of St. Augustine Beach
2200 A1A South
St. Augustine, FL 32080
Attn: Jason Sparks, PE, City Engineer
Email Address: jsparks@cityofsab.org

Inliner Solutions, LLC
2531 Jewett Lane
Sanford, FL 32771
Attn: Daniel Banken, Regional Vice President
Email Address: Daniel.banken@puriscorp.com

With a copy to:

City of St. Augustine Beach
2200 A1A S
St. Augustine, FL 32080
Attn: Max Royle, City Manager
Email Address: mroyle@cityofsab.org

Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. City and Contractor may each change the above addresses at any time upon prior written notice to the other party.

The authorized representatives hereto have executed this Contract effective as of the Effective Date. Contractor's authorized representative executing this Contract represents that he or she is duly authorized to execute this Contract on behalf of Contractor.

City

City of St. Augustine Beach (Seal)

(Typed Name)

By: max royle
(Signature of Authorized Representative)

Max Royle
(Printed Name)

City Manager
(Title)

Jan 4, 2024
(Date of Execution)

ATTEST:
City of St. Augustine Beach, FL
City Clerk

By: [Signature]
(City Clerk)

Jan 4, 2024
(Date of Execution)

Legally Sufficient:

[Signature]
(City Attorney)

Jan 4, 2024
(Date of Execution)

Contractor

Inliner Solutions, LLC (

(Typed Name)

By: [Signature]
(Signature of Authorized Representative)

Daniel Banken
(Printed Name)

Regional Vice President
(Title)

(Date of Execution)



FORM 1
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

Purchase Order No.	
Project Title:	

The undersigned Contractor hereby swears under penalty of perjury that:

1. Contractor has paid all Subcontractors all undisputed contract obligations for labor, services, or materials provided on this Project within the time period set forth in Sections 218.73 and 218.735, Florida Statutes, as applicable.

2. The following Subcontractors have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form:

Subcontractor Name and Address	Date of Disputed Invoice	Amount in Dispute

Contractor's Authorized Representative executing this Certification of Payments to Subcontractors represents that he or she is duly authorized to execute this Certificate, or if executing on behalf of another, is authorized to do so and that such Authorized Representative is legally bound.

Dated _____, 20__

Contractor _____

By: _____
(Signature)

By: _____
(Name and Title)

STATE OF _____)
) SS.

CITY OF _____)

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

NOTARY PUBLIC:

Signature: _____

Print Name: _____

(NOTARY SEAL)

My commission expires:

FORM 2

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Owner: City of St. Augustine Beach (hereafter "City")	City Department/Division:
Purchase Order No.:	Contractor Name:
Project:	Contractor Address:
Project Address:	Contractor License No.:
Payment Amount:	Amount of Disputed Claims:

The undersigned has been paid in full for all labor, work, services, materials, equipment, and/or supplies furnished to the Project or to the City and does hereby waive and release any notice of lien, any right to mechanic's lien, any bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to a claim or payment rights the undersigned has on the above described Project, except for the payment of Disputed Claims, if any, described below.

The undersigned warrants that he or she either has already paid or will use the monies received from this final payment to promptly pay in full all of its laborers, subcontractors, materialmen and suppliers for all labor, work, services, materials, equipment, or supplies provided for or to the above referenced Project.

Before any recipient of this document relies on it, the recipient should verify evidence of payment to the undersigned.

Disputed Claims: The following invoices, pay applications, retention, or extra work are reserved by undersigned from this final payment (if there are no Disputed Claims enter "**None**"):

None

Signed this __ day of _____, 20____

Contractor/Company Name

By:

Signature

Printed Name

Title

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT TO THE EXTENT OF THE PAYMENT AMOUNT OR THE AMOUNT RECEIVED.

EXHIBIT “A”

SCOPE OF WORK

The scope of work requirements for as-needed Citywide Pipe and Manhole Lining, Renewal & Rehabilitation Services are described below. The Contractor shall be required to furnish all labor, materials and equipment required to install cured-in-place pipe lining and renew and rehabilitate stormwater drainage pipe of various shapes and sizes and drainage structures of various shapes and sizes on an as-needed basis through issuance of purchase orders for each project. The scope includes providing pre- and post-inspection reports, bypass pumping and performing other miscellaneous repairs.

The specifications below establish minimum standards of quality for projects under the resulting contract. They do not purport to cover all details entering into project design and construction.

The Contractor is advised that equipment arrangements may vary with different manufacturers and the Contractor is responsible at no cost to the City for making the changes necessary to accommodate specific equipment required to complete each project.

Omission of a specific item or component part of a system obviously necessary for the proper functioning of the system will not relieve the Contractor of the responsibility of furnishing the item as part of the work at no additional cost to the City.

I. INSPECTION SERVICES

The authorized representative of all applicable Federal and/or State agencies, including US Environmental Protection Agency (EPA), US Army Corps of Engineers, and Florida Department of Environmental Protection (FDEP), must be permitted to inspect all work, materials, payrolls, records of personnel, invoice of materials, and other relevant data and records. The City and authorized representatives must be permitted free access and every reasonable facility for the inspection of all work and materials, including the removal or uncovering of such portions of the finished work as may be directed. The City and authorized representative must also be permitted to inspect payrolls, invoices of materials and other relevant data and records.

II. INSPECTION OF WORK AWAY FROM SITE

If work to be done away from the construction site is to be inspected on behalf of the City during its fabrication, manufacture or testing or before shipment, the Contractor must give notice to the Engineer of the time and place where such fabrication, manufacturing, testing or shipping is to be done. Such notice must be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

III. TESTING LABORATORY SERVICES

It shall be the Contractor's responsibility to make arrangements for testing laboratory. Payment for testing to show compliance with specified requirements will be the responsibility of the Contractor.

IV. TEMPORARY FACILITIES AND CONTROLS

This section specifies the minimum requirements for temporary facilities, utilities to be brought to the site, refuse/waste collection and control required to enable the construction project progression as per approved schedule. Adequate facilities provision to ensure project progression at every stage of work performance is the Contractor's sole responsibility and is not limited by the requirements of this section. The City's authorized representative will determine the adequacy of contractor facilities.

Except as otherwise indicated, the Contractor may, at his option, provide stand-alone utility plants to provide needed services, in lieu of connected services from available public utilities, provided such stand-alone plant facilities comply with governing regulations. Prior to availability of temporary utility services, the Contractor shall provide trucked- in/trucked-out containerized or unitized services for startup of construction operations at the site.

Except as otherwise indicated, the costs of providing and using temporary utility services must be included in the Contract Sum for the project.

TEMPORARY FACILITIES

The types of utility services required for general temporary use at the project site include the following (other specific services may be required for specific construction methods or operations):

- Electrical Power Service
- Water Service (potable for certain uses)
- Sanitary wastewater or
- Stormwater Open Drainage/Run-off Control
- Refuse/Waste Collection

Temporary Electricity:

The Contractor must make necessary applications and arrangements and pay all fees and charges for electrical energy for power and light necessary for proper completion of the work and during its entire progress up to time of final acceptance by the City. The Contractor is responsible for payment of all temporary switches, connections and meters.

Temporary Water:

The Contractor must make all necessary application and arrangements and pay all fees and charges for water necessary for the proper completion of the project up to the time of final acceptance. The Contractor is responsible for payment of any temporary piping and connections.

Temporary Sanitary Facilities:

The Contractor must provide adequate sanitary facilities for the use of those employed on the work site. Such facilities must be made available when the first employees arrive on the site of the work, must be properly secluded from public observation, i.e., hidden from sight, and must be constructed and maintained during the progress of the work in suitable numbers and at such points and in such manner as may be required or approved by authorized City representative.

The Contractor must provide these portable sanitary facilities “on-site” for use by workers. Transporting workers to the nearest “public” sanitary facility is considered an unacceptable alternative to these requirements.

The Contractor must maintain the sanitary facilities in a satisfactory and sanitary condition at all times and must enforce their use. The Contractor must rigorously prohibit the committing of nuisances on the site of the work, on the lands of the City, or on adjacent property. The cost of providing these sanitary facilities must be included in the Contractor’s applicable pay items of work and no separate payment will be made thereof.

Termination and Removal:

At the time the need for temporary utility service or a substantial portion thereof has ended, or when its service has been replaced by use of permanent services, or not later than the time of substantial completion, the Contractor must promptly remove the installation unless requested by the Engineer to retain it for a longer period. The Contractor must complete and restore work which may have been delayed or affected by the installation and use of the temporary utility, including repairs to construction and grades and restoration and cleaning of exposed surfaces. The Contractor must replace work damaged beyond acceptable restoration.

TEMPORARY CONTROLS

Noise Control:

The Contractor must comply with St. Johns City Ordinance 2015-19 and provide adequate protection against objectionable noise levels caused by the operation of construction equipment.

Dust and Sedimentation Control:

The Contractor must provide for adequate protection against raising objectionable dust clouds caused by moving construction equipment, high winds or any other cause. In accordance with FDEP Rule 62-621.300(2)(a), Florida Administrative Code (F.A.C.), minimize off-site vehicle tracking of sediments onto paved surfaces and the generation of dust so as to prevent the

potential for water quality violations and offsite sedimentation. If sediment escapes the construction site, remove off-site accumulations of sediment at a frequency sufficient to minimize off-site impacts.

Water Control:

The Contractor must provide for satisfactory disposal of surplus water and must submit a plan to the Engineer for his review prior to initiation and implementation of the plan. Prior approval must be obtained from the proper authorities for the use of public or private lands or facilities for such disposal. Subsection 62-302.530(18), Florida Administrative Code (F.A.C.) limits the discharge of chlorine to surface water bodies to < 0.01 milligram per liter (mg/L). Prior to disposal, surplus water shall be tested at a minimum for Free Chlorine Residual (FCR) and pH. FCR and pH levels will influence disposal options. In no instance shall FCR or pH exceed minimum acceptable requirements established by proposed receiving facility. Maximum FCR less than or equal to 0.01 mg/L and pH ranges between 6.5 and 8.5 s.u.

Water Temperature Limits:

The Contractor must abide by Subsection 62-302.50, Florida Administrative Code (F.A.C.) regarding thermal surface water criteria. In accordance with Subsection 62-302.50(4)(a) F.A.C., no heated water with a temperature above 90° F shall be discharged into any fresh waters in Northern Florida regardless of the ambient temperature of the receiving body of water (RBW).

Pollution Control:

In accordance with FDEP Rule 62-621.300(4)(a), FAC, the Contractor must provide for adequate protection against polluting any public or private lands, lakes, ponds, rivers, streams, creeks, and other such areas, by the disposal of surplus material in the form of solids, liquids, or gases or from any other cause via installation of perimeter controls. The Contractor must provide for adequate refuse/waste collection and disposal as described in Part IV, Temporary Facilities and Controls and in accordance with FDEP Rule 62-701.730, Florida Administrative Code.

The Contractor must evaluate and assess the impact of any adverse effects on the natural environment which may result from construction operations and must operate to minimize pollution of air, ground or surface waters vegetation, and afford the neighboring community the maximum protection during and up to completion of the construction project.

The Contractor must take sufficient precautions to prevent pollution of streams, lakes and reservoirs with fuels, oils, bitumens, calcium chloride or other harmful materials. The Contractor must conduct and schedule operations so as to avoid or otherwise prevent pollution of siltation of streams, lakes and reservoirs and to avoid interference with movement of migratory fish.

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either the Environmental Protection Agency (EPA) or the United States Department of Agriculture (USDA). Use of all such chemicals and disposal of residues must be in strict conformance with instructions.

Erosion Control:

The Contractor must not expose, by construction operations, a larger area of erosive land at any one time than the minimum necessary for efficient construction operations, and the duration of exposure of the uncompleted construction to the elements must be as short as practicable.

Erosion control features must be constructed concurrently with other work and at the earliest practicable time.

V. STORAGE FACILITIES

All products, materials and equipment must be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Products subject to damage by the elements must be stored in weathertight enclosures. Temperature and humidity must be maintained within the ranges required by the manufacturer's instructions. Fabricated products must be stored above the ground on blocking or skids. Products which are subject to deterioration must be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials must be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any products which will come in contact with potable water must be stored off the ground

so as to prevent contamination.

Storage must be arranged in such a manner to provide easy access for inspection. Periodic inspections must be made of all stored products to assure that they are maintained under specified conditions, and free from damage or deterioration.

After installation, Contractor must provide substantial coverings as necessary to installed products to protect from damage from traffic and subsequent construction operations. Coverings must be removed when no longer needed.

VI. MOBILIZATION/DEMobilIZATION

Mobilization shall consist of the preparatory work and operations in mobilizing for beginning work and demobilizing upon completion of work on any project, including, but not limited to, overhead, general conditions, and those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, as well as any and all applicable Federal, State and Local laws and regulations.

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for use of his employees as may be necessary to comply with the regulations of the public bodies having jurisdiction.

VII. PRESERVATION OF PROPERTY

The Contractor must preserve from damage all property along the line of the work, or which is in the vicinity of or in any wise affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the Contractor, it must be immediately restored to its original condition by the Contractor at no cost to the City.

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the City may, after 48 hours' notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract.

The Contractor will be responsible for the protection of property, in the areas in the vicinity of the project; and for the protection of Contractor owned equipment, supplies, materials and work, against any damage resulting from the elements, such as flooding, by rainstorm, wind damage, or other elemental cause resulting from the project configuration. The Contractor must take all precautions against any such damage occurrence and will be responsible for damage resulting from same. The Contractor must provide adequate drainage facilities, tie-downs, or other protection, throughout the Contract period, for the protection of the Contractor's, the City's, and other properties from such damage.

VIII. TRAFFIC REGULATION

Signs, marking barricades, and procedures must conform to the requirements of the Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.

The Contractor must maintain one-lane, two-way traffic at all times and maintain customer access to local businesses at all times throughout the course of the work.

The Contractor must provide and maintain adequate barricades, construction signs, torches, flashers, guards, and flagmen as required in pedestrian and vehicular traffic areas. Regulations of local authorities must be complied with.

The Contractor must provide suitable crossings at street intersections and driveways and supply such aid as may be required for pedestrians and motorists, including delivery vehicles, to safely negotiate the construction areas.

The Contractor must carry on the work in a manner that will cause the least interruption in traffic. Closing to through travel of more than two consecutive blocks, including the cross streets intersected, will not be permitted without specific authorization from the local authorities. Where traffic must cross open trenches, the Contractor must provide suitable bridges at street intersections and driveways and provide adequate ingress and egress to dwellings, business facilities, utilities and services. At any time the streets are required to be closed, the Contractor must notify, in writing, law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment must be provided and maintained at all times.

- Projects with lane Closures require a minimum of 15 days approval and public outreach by the City prior to the first day of the Lane Closure.
- Projects with Road Closures require a minimum of 45 days approval and public outreach by the City prior to the first day of the Road Closure.

On completion of work, the Contractor must remove all debris, excess materials, barricades and temporary work leaving walkways and road clear of obstructions.

IX. MATERIALS

Materials furnished by Contractor must be new and must not have been in service at any other installation unless otherwise provided. Materials must conform to applicable specifications and standards and comply with the size, make, type and quality specified, or as specifically approved in writing by the City's Engineer or authorized representative.

TRANSPORTATION AND HANDLING

Materials must be loaded and unloaded by methods affording adequate protection against damage. Every precaution must be taken to prevent injury to the materials during transportation and handling. Suitable power equipment will be used and the materials must be under control at all times. Under no condition must the materials be dropped, bumped or dragged. When a crane is used, a suitable hook or lift sling must be used. The crane must be so placed that all lifting is done in a vertical plane. Materials skid loaded, palletized or handled on skidways must not be skidded or rolled against materials or equipment already unloaded.

Materials must be delivered to the job site by means that will adequately support it and not subject it to undue stresses. Contractor must promptly inspect the products for damage and defects and conformance with the specification. Materials damaged or injured in the process of transportation, unloading or handling will be rejected and must be immediately removed from the site.

STORAGE AND PROTECTION

All materials must be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Items subject to damage by the elements must be stored in weathertight enclosures. Temperature and humidity must be maintained within the ranges required by the manufacturer's instructions. Fabricated items must be stored above the ground on blocking or skids. Items which are subject to deterioration must be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials must be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any items which will come in contact with potable water must be stored off the ground so as to prevent contamination.

Storage must be arranged in such a manner to provide easy access for inspection. Periodic inspections must be made of all stored items to assure that they are maintained under specified conditions, and free from damage or deterioration.

After installation, Contractor must provide substantial coverings as necessary to protect installed items from damage, from traffic, and subsequent construction operations. Coverings must be removed when no longer needed.

X. STORM INFRASTRUCTURE ASSET CLEANING

The Contractor must furnish all labor, materials, equipment, and incidentals required and perform high pressure water jetting, rodding, brushing, bucketing and flushing of designated storm infrastructure pipes/lines and manholes prior to internal inspection by closed circuit television, testing and chemical grouting operations.

RELATED WORK

A. Storm infrastructure asset Flow Control and Bypass Pumping is included in Section "XI".

B. Television inspection of storm infrastructure assets is included in Section "XII".

EQUIPMENT

Hydraulic Storm Infrastructure Asset Cleaning Equipment

The equipment used must be of a movable dam type and be constructed so that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the storm infrastructure asset. The movable dam must be the same diameter as the pipe being cleaned and must provide flexible scraper around the outer periphery to ensure total removal of

foreign material. If storm infrastructure asset cleaning balls or other such equipment which cannot be collapsed instantly are used, special precautions against flooding of the storm infrastructure assets and public or private property must be taken.

High Velocity Jet (Hydrocleaning) Equipment

All high velocity storm infrastructure asset cleaning equipment must be constructed for ease and safety of operation. The equipment must have a selection of two or more velocity nozzles. The nozzles must be capable of producing a scouring action from 15 to 45 degrees in all size lines to be cleaned. Equipment must also include a high velocity gun for washing and scouring manhole walls and floor. The gun must be capable of producing flows from a fine spray to a long distance solid stream. The equipment must carry its own water tank, auxiliary engines, pumps and hydraulically driven hose reel. All controls must be located so the equipment can be operated above ground.

Mechanical Cleaning Equipment

Bucket machines must be in pairs and with sufficient power to perform the work in an efficient manner. Machines must be belt operated or have an overload device. Machines with direct drive which could cause damage to the pipe are not acceptable.

Power rodding machines must be either sectional or continuous type capable of holding a minimum of 750-ft of rod. The rod must be specifically treated steel. To ensure safe operation, the machine must have a fully enclosed body and an automatic safety release clutch or relief valve.

Storm infrastructure asset line walls must be cleaned adequately to provide for a camera used in internal inspection to discern structural defects, misalignment and infiltration/inflow sources. Cleaning must be performed immediately prior to internal inspection to preclude the buildup of debris from infiltration/inflow sources and discharges from upstream pipeline sections.

PREPARATION

- A. Selection of cleaning equipment must be based on the conditions of the manhole and storm infrastructure asset lines at the time the work commences.
 - 1. Light cleaning (small amounts of debris existing within the storm infrastructure asset [pipe]): Use balls, scooters, high pressure water jetting (maximum of three passes) equipment, brushes and swabs.
 - 2. Heavy cleaning (large deposits of debris or heavy root growth existing within the storm infrastructure asset [pipe]): Use bucket machines, scrapers and augers. Cleaning which requires more than three passes with hydraulic cleaning equipment to achieve acceptable results must be considered heavy cleaning.
- B. Written authorization must be requested and obtained from the City prior to conducting any heavy cleaning. Authorization must be required for each individual storm infrastructure asset reach. Heavy cleaning without prior City authorization will not be paid for.

PERFORMANCE

- A. Each designated storm infrastructure manhole section must be cleaned using hydraulically propelled, high velocity jet, or mechanically powered equipment. The equipment selected for cleaning must be capable of removing dirt, grease, rocks, sand, and other deleterious materials and obstructions from the storm infrastructure lines and manholes. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment must be set up on the other manhole and cleaning again attempted. If successful cleaning cannot be performed from the second manhole, or the equipment fails to traverse the entire length between manholes, it will be assumed that a major blockage exists and the cleaning effort must be abandoned. Blockages, if any, must be reported to the Engineer immediately.
- B. During all storm infrastructure asset cleaning operations, satisfactory precautions must be taken to protect the storm infrastructure assets from damage that might be inflicted by the improper use of cleaning equipment. Whenever hydraulically propelled cleaning tools which depend upon water pressure to provide their cleaning force or any tools which retard the flow of water in the storm infrastructure asset are used, precautions must be taken to ensure that the water pressure created does not cause any damage or flooding to public or private property being served by the manhole section involved. The flow of stormwater in the storm infrastructure asset lines must be used to provide necessary pressures for hydraulic cleaning devices whenever possible. When additional quantities of water from fire hydrants are necessary to avoid delay in normal working procedures, the water must be conserved and not used unnecessarily.

- C. No fire hydrant must be obstructed so as to prevent its use in case of a fire in the area served by the hydrant, nor must a hydrant be used for the purpose described unless a vacuum break is provided.
- D. Roots must be removed in the designated sections where root intrusion is a problem. Special precautions should be exercised during the cleaning operation to assure virtually complete removal of visible roots from the joint area. Procedures may include the use of mechanical devices such as rodding machines, expanding root cutters, and porcupines; hydraulic procedures such as high pressure jet cleaners; or chemical root treatment.
- E. Pipeline and manhole sections which have root intrusion may be treated with an EPA approved and labeled herbicide such as RootX (EPA registration #68464-1) OR EQUAL to aid in the removal of roots. The application of the herbicide to the roots must be done in strict accordance with the manufacturer's recommendations and product specifications in such a manner to preclude any damage to the surrounding vegetation. Vegetation damaged for whatever reason must be replaced with identical vegetation. All safety precautions recommended by the manufacturer must be strictly adhered to concerning handling and application of the herbicide.
- F. All sludge, dirt, sand, rocks, grease and other solid or semi-solid residue, debris, and material resulting from cleaning operations must be removed at the downstream manhole of the section of storm infrastructure asset being cleaned. Passing material from manhole section to manhole section which could cause line stoppages, accumulations of sand in wet wells, or damage to pumping equipment must not be permitted.
 - 1. All debris, residue and other materials resulting from cleaning operations must be removed from the site no less often than at the end of each workday and stormwater system debris must be disposed of in accordance with FDEP Memo, *Guidance For The Management Of Street Sweepings, Catch Basin Sediments and Stormwater System Sediments*, Mike Sole, May 18, 2004. Prior to disposal, the stormwater system sediments must be sufficiently dewatered so that they are not considered a liquid pursuant to FDEP Rule 62- 701.200(65), F.A.C.. Under no circumstances will the accumulation of debris, residue, etc., on the site beyond the stated time be permitted, unless prior written authorization is given for storage in totally enclosed containers.
 - 2. Acceptance of storm infrastructure asset line cleaning must be contingent on satisfactory completion of the television inspection. If television inspection shows the cleaning to be unsatisfactory, the storm infrastructure asset must be re-cleaned and re-inspected until the cleaning is shown to be satisfactory. In areas where television inspection is not performed, a double squeegee (with each squeegee the same diameter as the storm infrastructure asset) must be pulled cleanly through each section between manholes as evidence of satisfactory cleaning.
 - 3. If internal sealing is to follow the television inspection, particular attention must be given to the adequacy of the cleaning to ensure that proper seating of the sealing packer can be achieved.

XI. BYPASS PUMPING

The work covered by this section consists of providing all labor, equipment, material and supplies, and performing all operations required to bypass pump sewage around a manhole or storm infrastructure section in which work is to be performed. The Contractor must be prepared to bypass pump sewage as part of his operations. The Contractor must provide all pumps, piping, and other equipment necessary to accomplish bypass pumping; perform all construction; obtain all permits; pay all costs; and perform complete restoration of all existing facilities to conditions equal or better than existed prior to construction and to the satisfaction of the Engineer.

All costs to accomplish bypass pumping, at the required volume, and all associated work including restoration, must be considered incidental to the work and no additional compensation will be allowed. Pumps and equipment must be continuously monitored by the Contractor during the periods that pumping and bypassing are required. If pumping is required on a 24-hour basis, the engine must be equipped in a manner to keep noise to a minimum.

For manual operation of pump stations, the Contractor must coordinate such operations with the appropriate City personnel. Plugging or blocking of the flow must only be allowed when the Contractor can demonstrate that the upstream gravity collection system can accommodate the surcharging without any adverse impact.

For manhole repairs, the flow through the manhole must be controlled or blocked completely, as required, to properly complete the repairs as specified.

The Contractor must submit a written plan describing the means and methods for flow control and bypass pumping to the Engineer for review.

PLUGGING AND BLOCKING

A storm infrastructure line plug must be inserted into the line upstream of the section being televised or repaired. The plug must be so designed that all or any portion of the upstream flow can be released. During the television inspections and repair operations, the flow through the line being worked must be reduced to within the maximum limits stated above. After the work has been completed, the flow must be restored to normal.

FLOW CONTROL PRECAUTIONS

When flow in a storm infrastructure line is plugged, blocked or bypassed by the Contractor, sufficient precautions must be taken to protect the public health and to protect the storm infrastructure asset from damage that might result from storm infrastructure asset surcharging. Further, the Contractor must take precautions to ensure that storm infrastructure asset flow control operations do not cause flooding or damage to public or private property being served by the storm infrastructure assets involved and must be responsible for any damage resulting from the flow control operations.

When flow in a storm infrastructure line is plugged or blocked by the Contractor, conditions upstream of the plug must be monitored by the Contractor's representative and the Contractor must be prepared to immediately start bypass pumping, if needed. Any liquid or solid matter, which is bypass pumped from the storm collection system, must be discharged to another storm infrastructure asset manhole or appropriate vehicle or container only. No such liquid or solid matter must be allowed to be discharged, stored or deposited on the ground, swale, road, storm system, or open environment. The Contractor must protect all pumps, conduit, and other equipment used for bypass pumping from traffic.

Should the liquid or solid matter from the storm collection system be spilled, discharged, leaked or otherwise deposited to the open environment as a result of the Contractor's flow control operations, the Contractor will be responsible for all cleanup and disinfection of the affected area and all costs associated with same. The Contractor will also be responsible for notifying the storm system operating personnel and appropriate regulatory agencies and performing all required cleanup operations at no additional cost to the City.

XII. TELEVISION INSPECTION -- INFRASTRUCTURE

- A. Each designated section must be visually inspected by means of a closed-circuit television. The inspection will be done one section at a time, and the section being inspected will be suitably isolated from the remainder of the storm infrastructure system as required.
- B. Video recordings must be made of the television inspections, and both copies of the recordings and printed inspection logs must be supplied to the City.

EQUIPMENT

The television camera used for the inspection must be one specifically designed and constructed for such inspection. Lighting for the camera must be suitable to allow a clear picture for the entire periphery of the pipe. The camera must be operative in 100 percent humidity conditions. The camera, television monitor, and other components of the video system must be capable of producing a minimum 500 line resolution video picture. Picture quality and definition must be to the satisfaction of the Engineer. The Lighting System must minimize reflective glare.

PERFORMANCE

- A. The camera must be moved through the line in either direction at a uniform rate, stopping when necessary to insure proper documentation of the storm infrastructure asset's condition, but in no case will the television camera be pulled at a speed greater than 30 feet per minute (fpm). Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the storm infrastructure asset conditions must be used to move the camera through the storm infrastructure asset. If, during the inspection operation the television camera will not pass through the entire manhole section, the Contractor must re-set up the equipment in a manner so that the inspection can be performed from the opposite manhole. If, again, the camera fails to pass through the entire section, the

Contractor must remove the obstruction by excavation and replacement of that section of pipe, as specified herein.

- B. Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephones, radios, or other suitable means of communication must be set up between the two manholes of the section being inspected to ensure that good communications exist between members of the crew.
- C. The accuracy of the measurements cannot be stressed too strongly. Measurement for location of defects must be above ground by means of a meter device. Marking on cable, or the like, which would require interpolation for depth of manhole, will not be allowed. Measurement meters will be accurate to two tenths of a foot over the length of the section being inspected. Accuracy of the measurement meters must be checked daily by use of a walking meter, roll-a-tape or other suitable device.
- D. Documentation of the television results must be as follows:
 - 1. Television Inspection Logs

Printed location records must be kept by the Contractor and will clearly show the location, in relation to adjacent manholes, of each source of infiltration discovered. In addition, other data of significance including the locations of building and house service connections, along with an estimation of infiltration from such services, joints, unusual conditions, roots, storm system connections, collapsed sections, presence of scale and corrosion and other discernible features will be recorded and a copy of such records will be supplied to both the City and the Engineer.

- 2. Video recordings of the data on the television monitor must be made by the Contractor, copies of which must be furnished to the City in a flash drive or other electronic or media format approved by the City.

XIII. CURED-IN-PLACE PIPE LINER

The Contractor must furnish all labor, materials, equipment and incidentals required to install cured-in-place pipe (CIPP) lining as per pipe size, location, and other specifics, as indicated herein.

RELATED WORK

- A. Storm infrastructure asset pipe [and manhole] cleaning is included in Section "IX".
- B. Television inspection of pipelines is included in Section "XI".
- C. Maintenance of flows and bypass pumping is included in Section "X".

SUBMITTALS

The Contractor must submit the following to the City prior to commencement of work:

- 1. Specific product details addressing conformity to the Product & Installation Standards (see below) for each type of liner and size intended to be used on the project, including a reference table which shows the location and size of each pipe which is to be lined and the corresponding liner type, thickness and manufacturer information.
- 2. Engineered calculations for load bearing for liners needing to supplement or replace the structural integrity of the existing pipes. Liner thicknesses which have been assigned in the bid table or other bid reference, must be the minimum wall thickness of the liner; however, the liner thickness must be increased as needed to meet the loading needs based on site conditions live and dead loads and this thickness increase will be at no additional cost to the Owner.

PRODUCT & INSTALLATION STANDARDS

- A. Cured in place pipe lining products and installation must meet the following American Society for Testing and Materials (ASTM) standards:

1. ASTM D790 - Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
 2. ASTM D2412 - Standard Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading
 3. ASTM F1216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin Impregnated Tube
 4. ASTM F1743 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)
- B. Where reference is made to one of the above standards, the revision in effect at the time of the bid opening must apply.

QUALITY ASSURANCE

- A. The Contractor performing the lining work must be fully qualified, experienced, and equipped to complete this work expeditiously and in a satisfactory manner. Submit the following information for review and approval at the time of bid submittal:
1. The number of years of experience in performing pipe lining projects.
 2. The name of the lining manufacturer and supplier for this work and previous work listed below. The Contractor must be an approved installer as certified and/or licensed by the liner manufacturer.
 3. A list of municipal clients that the Contractor has performed this type of work for without defects or performance problems.
 - a. The list must contain names and telephone numbers of persons to be called to verify previous satisfactory performance.
 - b. A full description of the actual work performed.
 - c. The list of municipal clients and description of projects must include the approximate liner footage (LF) of lining work completed. Provide a sufficient number of references to total 50,000 LF or more of lining work completed to date.
- B. The Contractor must also be capable of providing crews as needed to complete the work without undue delay and must begin work within [7] days from authorized notice to proceed.
- C. The City must approve or disapprove the Contractor and/or manufacturer based on the submitted information and a follow up interview.
- D. The CIPP liner must be provided by a single manufacturer. The supplier must be responsible for the provision of all test requirements specified herein as applicable. In addition, all liner to be installed under this Contract may be inspected at the plant for compliance with this Section by an independent testing laboratory provided by the City, at City's own expense. The Contractor must require the manufacturer's cooperation in these inspections. The cost of plant inspection will be the responsibility of the City.
- E. Inspection of the liner may also be made by the Engineer or other representative of the City after delivery. The liner must be subject to rejection at any time on account of failure to meet any of the requirements specified, even though sample liner may have been accepted as satisfactory at the place of manufacture. Liner rejected after delivery must be marked for identification and must be removed from the job site at once.

DELIVERY, STORAGE AND HANDLING

- A. Care must be taken in shipping, handling and storage to avoid damaging the liner. Extra care must be taken during cold weather construction. Any liner damaged in shipment must be replaced as directed by the Engineer.

- B. Any liner showing a split or tear, or which has received a blow that may have caused damage, even though damage may not be visible, must be marked as rejected and removed at once from the job site.
- C. The liner must be maintained at a proper temperature in refrigerated facilities to prevent premature curing at all times prior to installation. The liner must be protected from UV light prior to installation. Any liner showing evidence of premature curing will be rejected for use and will be removed from the site immediately.

PROJECT/SITE REQUIREMENTS

- A. The Contractor must provide all necessary Maintenance of Traffic (MOT) controls, including flaggers, in accordance with the Standards of the Florida Department of Transportation.
- B. The Contractor must minimize impacts to residents and businesses during the pipe cleaning and lining operation and must properly dispose of all waste material and restore all damaged property caused by the Contractor or its sub-contractors.

GUARANTEE

All lining work must be fully guaranteed by the Contractor and manufacturer for a period of [1] year from the date of acceptance. During this period, all serious defects discovered by the City must be removed and replaced in a satisfactory manner at no additional cost to the City. The City may conduct an independent television inspection, at the City's own expense, of the lining work prior to the completion of the [1] year guarantee period.

MATERIALS

- A. The liner must be composed of tubing material consisting of one or more layers of a flexible non-woven polyester with or without additives such as woven fiberglass or other fibers. The felt tubing must be impregnated with a thermosetting polyester resin and catalyst, vinyl ester and catalyst or epoxy resin and hardener. The liner material and resin must be completely compatible. The outside layer of the tube must be coated with an impermeable material compatible with the resin and fabric.
- B. The liner must be capable of fitting into irregularly shaped pipe sections and through bends and dips within the pipeline.
- C. The liner must be able to cure in the presence of water at a temperature of 180 degrees Fahrenheit (180°F) or less.
- D. When inverted and cured, the liner must form a continuous, tight fitting, hard, impermeable liner which is chemically resistant to chemicals found in stormwater and domestic sewage.
- E. The liner must be chemically resistant to trace amounts of gasoline and other oil products commonly found in municipal storm infrastructure assets and soils adjacent to the storm infrastructure asset to be lined.
- F. The liner must be fabricated to a size that when reformed will tightly fit the storm infrastructure being rehabilitated. Allowance for longitudinal and circumferential expansion must be taken into account when sizing and installing the liner. All dimensions must be field verified by the Contractor prior to delivery of the liner. Field measurements must be used to ensure maximum closure between the new liner and the existing storm infrastructure asset [pipe].
- G. The application of the resin to the felt tubing (wet-out) must be conducted under factory conditions and the materials must be fully protected against UV light, excessive heat and contamination at all times.
- H. The length of the liner must be the length deemed necessary by the Contractor to effectively carry out the insertion of the liner and sealing of the liner at the outlet and inlet manholes. The required length of liner must be verified in the field by the Contractor prior to fabrication.
- I. The liner must be designed, fabricated and installed for the actual conditions encountered for this application and must comply with the following minimum conditions:
 - 1. Temperature: 40 to 150 degrees Fahrenheit

2. Maximum long term deflection: 5 percent (%)
3. The liner must be designed to support all loads produced by backfill (120 lbs. /sq. ft.), American Association of State Highway Transportation Officials (AASHTO) H-20 or HS-20 loading, i.e., truck axle loading of 32,000 lbs, or wheel loading of 16,000 lbs. and a hydrostatic loading from groundwater elevation at grade.
4. The liner must be watertight.

J. The cured liner must have the following minimum structural properties:

<u>Property</u>	<u>Test Method</u>	<u>Minimum Standard</u>
Flexural Strength	ASTM D790	4,500
Flexural Modulus	ASTM D790	250,000

INSTALLATION

- A. Clean each length of pipe to be lined and dispose of any resulting material as specified in Section “IX”, Storm infrastructure asset cleaning.
- B. Conduct a videotaped color television inspection of each length of pipe to be lined in accordance with Section “XI”.
- C. The Contractor must provide bypass pumping of flows in accordance with Section 01800.
- D. Furnish and install the liner in the full length of storm infrastructure asset as shown on the Drawings. The installation of the liner must be in complete accordance with the applicable provisions herein and the manufacture's installation requirements.
- E. For each length of liner installed, remove specimens of at least 24-inch length for testing of flexural properties. The specimens must be cut from a section of installed and reformed liner at an intermediate point or the termination point of the installation.
- F. All cutting and sealing of the liner at manhole connections must provide watertight pipe and manhole trough seals. Following installation of the liner, conduct a final videotaped color television inspection of the completed work. Copies of these tapes and the videotapes made prior to the liner installation must be submitted to the Engineer for approval and must be retained by the City and/or Engineer.

FIELD TESTING AND ACCEPTANCE

- A. Thoroughly clean all new manholes of all silt, debris and foreign matter of any kind, prior to final inspections.
- B. Field acceptance of the liner must be based on the Engineer's evaluation of the installation including TV videotapes and a review of certified test data for the installed pipe samples.
- C. Groundwater infiltration of the liner must be zero.
- D. There must be no evidence of splits, cracks, breaks, lifts, kinks, delaminations, or crazing in the liner.
- E. If any defective liner is discovered after it has been installed, it must be removed and replaced with either a sound liner or a new pipe at no additional cost to the Owner.

XIV. RESTORATION OF SURFACE IMPROVEMENTS

The work includes the restoration of driveways, lawn areas, trees and plants, roadways, sprinkler systems, walks and any other existing improvement affected by the proposed work.

This section includes furnishing equipment, labor and materials, and performing all necessary and incidental operations to perform the required work.

Standards. Florida Grades and Standards for Nursery Plants, Part 1.

SOD

Sod used for restoration must match the existing sod in the area. St. Augustine sod must be replaced with St. Augustine Floratam. In areas without irrigation, Argentina Bahia sod must be used, unless otherwise directed by the Engineer/Landscape Architect.

Sod must have well matted roots.

The sod must be sufficiently thick to secure a dense stand of live grass, with a minimum thickness of two-inches. The sod must be live, fresh and uninjured at the time of planting

The sod must be commercial size rectangles measuring 12-inches by 24-inches or larger, except where 6-inch strip sodding is called for on the drawings.

Sod must be planted as soon as possible after being harvested and must be shaded and kept moist from the time of harvesting until it is planted.

The source of the sod may be inspected and approved by the Engineer/Architect prior to construction.

PLANTS

Existing damaged plants must be replaced by plants of equal type, quality and size whenever possible. All new plants must be sound, healthy, vigorous and free from defects, decay, disfiguring, bark abrasions, plant diseases, insect pests, insect eggs or larvae. The new plants must be approved by the Engineer/Landscape Architect before placing.

Existing plants may be removed, preserved, and replaced at the Contractor's option, in which case, the plants must be handled and maintained by approved nursery staff.

Plants must be watered and cared for until new growth appears. Dead and dying plants must be immediately replaced.

Plants used must be in accordance with the standards for Florida No. 1 or better, as given in the current "Grades and Standards for Nursery Plants," State of Florida, Department of Agriculture, or their equal as approved by the Engineer/Landscape Architect.

Plants must conform to the sizes indicated by the Owner.

MULCH

Mulch for all planter areas must be shredded cypress or eucalyptus, clean, bright and free from weeds, moss, sticks, and other debris.

WATER

The water used in the performance of this Contract must be of drinking water quality, clean and free from injurious amounts of oil, acid, alkali, organic matter, or any substance which might be harmful to plant growth or obnoxious to traffic.

PLANTING MIXTURE

The planting mixture, when required, must consist of a thorough mixture of 40% peat and 60% sand. The peat must be Florihome peat or equivalent and the sand must be clean and free from debris of any kind.

FERTILIZER

Fertilizer must be granular 8-8-8, or equivalent.

Commercial fertilizers must comply with the State fertilizer laws.

Fertilizer may, at the discretion of the Engineer/Architect, upon satisfactory evidence of its feasibility from the manufacturer, be applied in liquid form.

ASPHALTIC CONCRETE

Asphaltic concrete for surface and base course applications must be Type S-9.5 as specified in the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction latest edition and must be in accordance with the project specifications and plans latest edition.

PORTLAND CEMENT CONCRETE

Portland cement concrete used in the performance of this Contract must have a compressive strength of 3000 psi at 28 days and must conform to the requirements of ASTM C150/C150M – 20, Standard Specification for Portland Cement.

LANDSCAPING RESTORATION

All grass areas disturbed by construction must be restored with the same type of sod as was existing prior to disturbance.

Lawn Areas. Any lawn area affected by the required work must be restored to a condition equal to or better than the conditions existing before the commencement of work.

Balled Plants. Plants where required must be adequately balled with firm natural balls of soil, sized as set forth in "Grades and Standards". Balls must be firmly wrapped with burlap or equally approved strong cloth. No balled plant will be planted if the ball is cracked or broken before or during the process of planting.

Option. Plants may be furnished as container grown instead of balled if all other requirements are met.

Preparation of Plant Pits. All plant pits must be circular in outline and have vertical sides. Tree pits must be two feet wider than the width of the ball and one foot deeper than the depth of the ball. Shrubs that are either B&B or in 3 gallon and under containers must have pits that are one foot wider than the width of the plant ball and 6-inches deeper than the depth of the ball.

Setting Plants. All plants except as otherwise specified, must be centered in pits. Deep planting must be avoided and unless otherwise specified, plants must be set at such a level that after settlement they will bear the same relation to the required grade as they have to the natural grade before being transplanted.

Balled and burlapped plants and palms must be placed on 6-inches to 12-inches of tamped planting mixture and adjusted so as to be at the proper level. The rope and burlap must be cut away and the burlap folded down to the bottom of the pit. Very large B&B plants must remain wrapped until fully backfilled and then just the upper portion of the burlap must be removed. Backfill of planting mix must be placed halfway up the pit and then water tamped. After this water has drained away, backfill around the edge of the pit to form a saucer and fill area three times with water.

Water. Water to be used initially during plant installation must be furnished by the Contractor. The existing irrigation system, where damaged, must be promptly repaired after the installation of the plants.

Sod Placement. The provisions for the preparation of the area to be sodded must include scarifying and loosening the soil and application of fertilizer.

- Sodding must not be performed when weather and soil conditions are, in the Engineer's opinion, unsuitable for proper results.
- The sod must be placed on the prepared surface with edges in close contact and must be firmly and smoothly embedded by light tamping with appropriate tools.
- Where sodding is used in drainage ditches or ponds, the setting of the pieces must be staggered, such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas, the offsets of individual strips must not exceed 6-inches.
- In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod must be tamped so as to produce a feathered edge effect.
- On areas where the sod may slide, due to height and slopes, it must be pegged, with pegs driven through the sod blocks into firm soil and at intervals as shown on the drawings or as directed by the Engineer/Architect.
- Any pieces of sod which, after placing, show appearance of extreme dryness must be removed from the work.

- The sod must be kept in a moist condition after planting and for the duration of the Contract.

Maintenance. Contractor must maintain the planted areas in a satisfactory condition until final acceptance of the project. Such maintenance must include mowing, edging, weed control, watering, filling, leveling and repairing of any washed or eroded areas as may be necessary.

TESTS

The Contractor must furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the Contractor and at such locations as may be recommended by the Engineer/Architect. If the densities as determined by the specified tests fall below the required minimums, the Contractor must pay for all retests.

XV. CURED IN-PLACE-PIPE LINER BID ITEMS

Bid Item Unit Prices shall include all labor, materials, equipment, mobilization, transportation, testing, dewatering, shoring, surveying, supervision, insurance cost, bond cost, taxes, fees, overhead, and profit that the Contractor will incur by performing the required work.

Bid Item CIPP Light Cleaning and CCTV Inspection (Bid Item Numbers A-1 to A-5)

Measurement: The quantity for payment must be per Linear Feet as measured along the flow line of the pipe for the removal of ¼ diameter or less of dirt, debris, roots and other solid and liquid materials to the extent that closed circuit television inspection can be performed. The removal of roots and/or tuberculation will be considered a separate line item.

Payment: must be per item contract unit price and must be full compensation for all labor, material and equipment for: the pipe cleaning as needed to televise the pipe. A City representative must define the extent of the cleaning to be performed on existing pipes included within a given work authorization.

Bid Item CIPP Medium Cleaning and CCTV Inspection (Bid Item Numbers A-6 to A-10)

Measurement: The quantity for payment must be per Linear Feet as measured along the flow line of the pipe for the removal of ¼ to ½ diameter of dirt, debris, roots and other solid and liquid materials to the extent that closed circuit television inspection can be performed. The removal of roots and/or tuberculation would be considered a separate line item.

Payment: must be per item contract unit price and must be full compensation for all labor, material and equipment for: the pipe cleaning as needed to televise the pipe. A City representative must define the extent of the cleaning to be performed on existing pipes included within a given work authorization.

Bid Item CIPP Heavy Cleaning and CCTV Inspection (Bid Item Numbers A-11 to A-15)

Measurement: The quantity for payment must be per Linear Feet as measured along the flow line of the pipe for the removal of greater than ½ diameter of dirt, debris, roots and other solid and liquid materials to the extent that closed circuit television inspection can be performed. The removal of roots and/or tuberculation would be considered a separate line item.

Payment: must be per item contract unit price and must be full compensation for all labor, material and equipment for: the pipe cleaning as needed to televise the pipe. A City representative must define the extent of the cleaning to be performed on existing pipes included within a given work authorization.

Bid Item CIPP Root Removal and CCTV Inspection (Bid Item Numbers A-16 – A-20)

Measurement: The quantity for payment must be per Linear Foot of root material cleared as measured along the flow of the pipe.

Payment: Payment for this item must be per item contract unit price and must be full compensation for all labor, material and equipment for: the pipe cleaning as needed to televise the pipe.

Bid Item CIPP Tuberculation Cleaning and CCTV Inspection (Bid Item Numbers A-21 to A-25)

Measurement: Mechanical Tuberculation/Mineral Deposit Removal must be measured in actual linear feet of storm infrastructure asset mains satisfactorily cleaned by mechanically removing tuberculation/mineral deposit from the interior of the main and de-scaling the main. Measurement must be along the length of the centerline of storm infrastructure asset, which cleaning was performed, between manholes, measured to the nearest foot from inside wall of the manhole to the inside wall of the other manhole and not including the manhole chamber, in accordance with City requirements and specifications.

Payment: Payment will be made at the contract unit price bid per linear feet as stated in the proposal for Mechanical Tuberculation/Mineral Deposit Removal.

Bid Items Furnish & Install Cured-in-Place-Pipe (CIPP) Liner 8-inch to 72-inch (Bid Item Numbers A-26 to A- 142)

Measurement: The quantity for payment must be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than indicated, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.

Payment: Payment for this item must be per item contract unit price and must be full compensation for all labor, material and equipment and also includes: existing pipe cleaning, material disposal and videotaping pre and post installation.

Bid Items Furnish & Install Cured in Place Liner (CIPP) (12" X 18") to (58" X 91") Elliptical (Bid Item Numbers A-143 to A-205)

Measurement: The quantity for payment must be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than indicated, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.

Payment: Payment for this item must be per item contract unit price and must be full compensation for all labor, material and equipment and also includes: existing pipe cleaning, material disposal and videotaping pre and post installation.

XVI. MANHOLE REHABILITATION

The Contractor must furnish all labor, materials, equipment, and incidentals required to rehabilitate manholes by providing a cementitious restoration material designed for structural build-back, corrosion resistance, and repairing inverts to design requirements. All materials applied to the structure shall be compatible, as specified by the manufacturer.

REFERENCES

C150 Standard Specification for Portland Cement Type I
ASTM C33-86 Standard Specification for Concrete Aggregates
ASTM C78 Standard Test Method for Flexural Strength of Concrete; Using Simple Beam with Third Point Loading
ASTM C109/C109M-05 Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50-mm] Cube Specimens)
ASTM C157/C157M-06 Standard Test Method for Length Change of Hardened Hydraulic-Cement Mortar and Concrete
ASTM C267 Test Methods for Chemical Resistance of Mortars, Grouts and Monolithic Surfacing and Polymer Concretes
ASTM C293-02 Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Center-Point Loading)
ASTM C309 Specification for Liquid Membrane-Forming Compounds for Curing Concrete ASTM C321-00(2005) Standard Test Method for Bond Strength of Chemical-Resistant Mortars ASTM C348-02 Standard Test Method for Flexural Strength of Hydraulic-Cement Mortars ASTM C494-86 Standard Specification for Chemical Admixtures for Concrete
ASTM C496/C496M-04e1 Standard Test Method for Splitting Tensile Strength of Cylindrical Concrete Specimens ASTM C666/C666M-03 Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing
ASTM C882-05 Standard Test Method for Bond Strength of Epoxy-Resin Systems Used With Concrete by Slant Shear

MANHOLE REPAIR MATERIALS

A. Cementitious Coating Restoration Materials for manhole walls, channels, corbels, chimneys and benches. The Contractor shall install cementitious restoration materials that shall be specifically designed for the rehabilitation of manholes and other related stormwater structures. Liner materials shall be cement based, poly-fiber reinforced, shrinkage compensated, and enhanced with chemical admixtures and siliceous aggregates. Liner materials shall be mixed with water per manufacturer's written specifications and applied using equipment specifically designed for troweling, low-pressure spray or centrifugal spin casting application. All cementitious liners shall be troweled to densify and smooth out the surfaces.

B. Design Requirements.

Repairs may be designed to rehabilitate the existing manhole against corrosion or structural build-back, or a combination of the two. In certain cases, the preparation, certification and submission of design calculations by a registered professional engineer is required for manhole replacement and rehabilitation technologies. All design must be supported by third party testing and documentation for the exact product that is being submitted.

1. A manhole is specified to be structurally replaced, being able to sustain all earth, hydrostatic and dynamic loading without support by the existing structure. Certification and submission of design calculations by a registered professional engineer is required.
2. A manhole is specified to be structurally rebuilt, with build-back materials, or rehabilitated to sustain hydrostatic loading by groundwater. Certification and submission of design calculations by a registered professional engineer is required.
3. A manhole is specified to receive a corrosion protective coating sufficiently thick to totally protect the existing host structure from further corrosion, deterioration and water vapor transmission. Certification and submission of design calculations by a registered engineer may be required.
4. A manhole is specified to receive a coating to renew mortar or other deteriorated components of a manhole but has no specified longevity or corrosion resistance requirement. The manufacturer's third-party testing will be acceptable for application suitability.
5. A manhole is specified to receive patch repair materials for portions of the manhole. The manufacturer's third-party testing will be acceptable for application suitability.

XVII. MANHOLE REHABILITATION BID ITEMS

Bid Item Unit Prices shall include all labor, materials, equipment, mobilization, transportation, testing, dewatering, shoring, surveying, supervision, insurance cost, bond cost, taxes, fees, overhead, and profit that the Contractor will incur by performing the required work.

Bid Item Manhole Rehabilitation (Bid Item Numbers C-1 – C-17)

Measurement: The quantity for payment for each item must be per unit of measure listed in the bid form: square foot (SF), Tube, Gallon, Each, or vertical foot (VF) for rehabilitation of the manhole.

Payment: Payment for this item must be per item contract unit price and must be full compensation for all labor, material and equipment for: the by-pass pumping as needed to successfully line and cure the pipe.

XVIII. ANCILLARY BID ITEMS

Bid Item Unit Prices shall include all labor, materials, equipment, mobilization, transportation, testing, dewatering, shoring, surveying, supervision, insurance cost, bond cost, taxes, fees, overhead, and profit that the Contractor will incur by performing the required work.

Bid Item Ancillary Services – By-Pass Pumping & Dewatering (Bid Item Numbers C-1 to C-10)

Measurement: The quantity for payment must be by pump size for dewatering operations.

Payment: Payment for this item must be per item contract unit price and must be full compensation for all labor, material and equipment for: the by-pass pumping as needed to successfully line and cure the pipe.

Bid Item Ancillary Services – Maintenance of Traffic (MOT) and Variable Message Board (Bid Item Numbers C-11 to C-15)

Measurement: The unit of payment for Maintenance of Traffic (MOT) must include all expenses required for completion of the project per Florida Department of Transportation (FDOT) Index 601, or Index 603. Traffic Control Flagmen and Arrow Boards must be per day and must include two flagmen / Boards (one at each end). Traffic Control Barricades and Lane Dividers must be per linear foot per day. The quantity of payment must be per linear foot of cleaning or lining work item completed plus the Florida Department of Transportation Index 600 required taper length per day of work. Work must be performed between 7:00 pm and 7:00 am.

Payment: Payment for this item must be per item contract unit price and must be full compensation for all labor, materials and equipment.

EXHIBIT "B"

CONTRACTOR'S UNIT PRICE BID

The following Unit Prices, accepted by the City, shall be used for the purposes of developing pricing proposals for Purchase Orders and Change Orders issued under this contract.

Unit Prices shall include: all labor, materials, equipment, mobilization, transportation; supervision; surveying, dewatering, shoring, testing, insurance cost, taxes, fees, overhead, profit and all other items required by FDOT Standard Specifications - Latest Edition, that the Contractor will incur by performing the required work. No fuel surcharges, transportation surcharges, or any other fees or costs shall be paid in addition to the prices submitted below.

A. CURED-IN-PLACE PIPE (CIPP)			
Cured-In-Place Pipe (CIPP) Liner Rehabilitation – Stormwater Drainage Infrastructure Cleaning and CCTV Inspection			
Item	Description	Unit of Measure	Unit Cost (See Above)
	Light Cleaning and CCTV Inspection		
A-1	8" - 12" diameter	LF	\$ 3.00
A-2	14" - 18" diameter	LF	\$ 4.00
A-3	20" - 24" diameter	LF	\$ 5.00
A-4	27" - 42" diameter	LF	\$ 10.00
A-5	48" - 72" diameter	LF	\$ 26.00
	Medium Cleaning and CCTV Inspection		
A-6	8" - 12" diameter	LF	\$ 3.00
A-7	14" - 18" diameter	LF	\$ 4.00
A-8	20" - 24" diameter	LF	\$ 6.00
A-9	27" - 42" diameter	LF	\$ 13.00
A-10	48" - 72" diameter	LF	\$ 35.00
	Heavy Cleaning and CCTV Inspection		
A-11	8" - 12" diameter	LF	\$ 4.00
A-12	14" - 18" diameter	LF	\$ 5.00
A-13	20" - 24" diameter	LF	\$ 8.00
A-14	27" - 42" diameter	LF	\$ 26.00
A-15	48" - 72" diameter	LF	\$ 53.00
	Root Removal and CCTV Inspection		
A-16	8" - 12" diameter	LF	\$ 13.00
A-17	14" - 18" diameter	LF	\$ 16.00

A-18	20" - 24" diameter	LF	\$ 20.00
A-19	27" - 42" diameter	LF	\$ 26.00
A-20	48" - 72" diameter	LF	\$ 39.00
Cured-In-Place Pipe (CIPP) Liner Rehabilitation – Stormwater Drainage Infrastructure Cleaning and CCTV Inspection (Continued)			
Item	Description	Unit of Measure	Unit Cost
	Tuberculation Cleaning and CCTV Inspection		
A-21	8" - 12" diameter	LF	\$ 79.00
A-22	14" - 18" diameter	LF	\$ 98.00
A-23	20" - 24" diameter	LF	\$ 131.00
A-24	27" - 42" diameter	LF	\$ 196.00
A-25	48" - 72" diameter	LF	\$ 393.00
Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage Infrastructure			
Item	Description	Unit of Measure	Extension
	8" diameter CIPP Liner		
A-26	6.0 mm normal thickness (.236)	LF	\$ 45.00
A-27	7.5 mm normal thickness (.295)	LF	\$ 48.00
A-28	9.0 mm normal thickness (.354)	LF	\$
A-29	Sectional Liner, 8' long	EA	\$ 4,500.00
	12" diameter CIPP Liner		
A-30	6.0 mm normal thickness (.236)	LF	\$ 55.00
A-31	7.5 mm normal thickness (.295)	LF	\$ 60.00
A-32	9.0 mm normal thickness (.354)	LF	\$ 65.00
A-33	Charge for each 1.5mm thickness increase per LF exceeding 9.0 mm	LF	\$ 6.00
A-34	Sectional Liner, 8' long	EA	\$ 4,500.00
	15" diameter CIPP Liner		
A-35	6.0 mm normal thickness (.236)	LF	\$ 65.00
A-36	7.5 mm normal thickness (.295)	LF	\$ 71.00
A-37	9.0 mm normal thickness (.354)	LF	\$ 77.00
A-38	Charge for each 1.5mm thickness increase per LF exceeding 9.0 mm	LF	\$ 6.00
A-39	Sectional Liner, 8' long	EA	\$ 4,900.00
	18" diameter CIPP Liner		
A-40	6.0 mm normal thickness (.236)	LF	\$ 75.00
A-41	7.5 mm normal thickness (.295)	LF	\$ 85.00
A-42	9.0 mm normal thickness (.354)	LF	\$ 90.00

A-43	10.5 mm normal thickness (.413)	LF	\$97.00
A-44	Charge for each 1.5mm thickness increase per LF exceeding 10.5 mm	LF	\$7.00
A-45	Sectional Liner, 8' long	EA	\$5,200.00
Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage Infrastructure (Continued)			
Item	Description	Unit of Measure	Extension
	21" diameter CIPP Liner		
A-46	6.0 mm normal thickness (.236)	LF	\$87.00
A-47	7.5 mm normal thickness (.295)	LF	\$96.00
A-48	9.0 mm normal thickness (.354)	LF	\$105.00
A-49	10.5 mm normal thickness (.413)	LF	\$112.00
A-50	12.0 mm normal thickness (.472)	LF	\$119.00
A-51	Charge for each 1.5mm thickness increase per LF exceeding 12.0 mm	LF	\$7.00
A-52	Sectional Liner, 8' long	EA	\$6,500.00
	24" diameter CIPP Liner		
A-53	9.0 mm normal thickness (.354)	LF	\$112.00
A-54	10.5 mm normal thickness (.413)	LF	\$122.00
A-55	12.0 mm normal thickness (.472)	LF	\$130.00
A-56	13.5 mm normal thickness (.531)	LF	\$139.00
A-57	15.0 mm normal thickness (.591)	LF	\$151.00
A-58	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$9.00
A-59	Sectional Liner, 8' long	EA	\$6,500.00
	27" diameter CIPP Liner		
A-60	9.0 mm normal thickness (.354)	LF	\$124.00
A-61	10.5 mm normal thickness (.413)	LF	\$136.00
A-62	12.0 mm normal thickness (.472)	LF	\$145.00
A-63	13.5 mm normal thickness (.531)	LF	\$155.00
A-64	15.0 mm normal thickness (.591)	LF	\$168.00
A-65	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$10.00
A-66	Sectional Liner, 8' long	EA	\$6,500.00
	30" diameter CIPP Liner		
A-67	9.0 mm normal thickness (.354)	LF	\$138.00
A-68	10.5 mm normal thickness (.413)	LF	\$147.00
A-69	12.0 mm normal thickness (.472)	LF	\$157.00
A-70	13.5 mm normal thickness (.531)	LF	\$168.00
A-71	15.0 mm normal thickness (.591)	LF	\$184.00

A-72	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$ 10.00
A-73	Sectional Liner, 8' long	EA	\$7,000.00
36" diameter CIPP Liner			
A-74	10.5 mm normal thickness (.413)	LF	\$172.00
A-75	12.0 mm normal thickness (.472)	LF	\$184.00
Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage Infrastructure (Continued)			
Item	Description	Unit of Measure	Extension
36" diameter CIPP Liner (Continued)			
A-76	13.5 mm normal thickness (.531)	LF	\$199.00
A-77	15.0 mm normal thickness (.591)	LF	\$217.00
A-78	16.5 mm normal thickness (.650)	LF	\$228.00
A-79	18.0 mm normal thickness (.709)	LF	\$243.00
A-80	Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm	LF	\$ 12.00
A-81	Sectional Liner, 8' long	EA	\$7,700.00
42" diameter CIPP Liner			
A-82	10.5 mm normal thickness (.413)	LF	\$204.00
A-83	12.0 mm normal thickness (.472)	LF	\$216.00
A-84	13.5 mm normal thickness (.531)	LF	\$233.00
A-85	15.0 mm normal thickness (.591)	LF	\$255.00
A-86	16.5 mm normal thickness (.650)	LF	\$269.00
A-87	18.0 mm normal thickness (.709)	LF	\$287.00
A-88	Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm	LF	\$ 14.00
A-89	Sectional Liner, 8' long	EA	\$8,500.00
48" diameter CIPP Liner			
A-90	12.0 mm normal thickness (.472)	LF	\$247.00
A-91	13.5 mm normal thickness (.531)	LF	\$267.00
A-92	15.0 mm normal thickness (.591)	LF	\$292.00
A-93	16.5 mm normal thickness (.650)	LF	\$306.00
A-94	18.0 mm normal thickness (.709)	LF	\$327.00
A-95	19.5 mm normal thickness (.768)	LF	\$348.00
A-96	21.0 mm normal thickness (.827)	LF	\$363.00
A-97	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	\$ 17.00
A-98	Sectional Liner, 8' long	EA	\$9,900.00
52" diameter CIPP Liner			
A-99	10.5 mm normal thickness (.413)	LF	\$267.00

A-100	12.0 mm normal thickness (.472)	LF	\$282.00
A-101	13.5 mm normal thickness (.531)	LF	\$303.00
A-102	15.0 mm normal thickness (.591)	LF	\$331.00
A-103	16.5 mm normal thickness (.650)	LF	\$348.00
A-104	18.0 mm normal thickness (.709)	LF	\$371.00
A-105	19.5 mm normal thickness (.768)	LF	\$394.00
A-106	21.0 mm normal thickness (.827)	LF	\$412.00
A-107	22.5 mm normal thickness (.886)	LF	\$441.00
Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage Infrastructure (Continued)			
Item	Description	Unit of Measure	Extension
52" diameter CIPP Liner (Continued)			
A-108	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	\$ 19.00
A-109	Sectional Liner, 8' long	EA	\$11,900.00
54" diameter CIPP Liner			
A-110	10.5 mm normal thickness (.413)	LF	\$268.00
A-111	12.0 mm normal thickness (.472)	LF	\$283.00
A-112	13.5 mm normal thickness (.531)	LF	\$304.00
A-113	15.0 mm normal thickness (.591)	LF	\$332.00
A-114	16.5 mm normal thickness (.650)	LF	\$349.00
A-115	18.0 mm normal thickness (.709)	LF	\$372.00
A-116	19.5 mm normal thickness (.768)	LF	\$395.00
A-117	21.0 mm normal thickness (.827)	LF	\$413.00
A-118	22.5 mm normal thickness (.886)	LF	\$442.00
A-119	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	\$ 19.00
A-120	Sectional Liner, 8' long	EA	\$11,900.00
60" diameter CIPP Liner			
A-121	10.5 mm normal thickness (.413)	LF	\$305.00
A-122	12.0 mm normal thickness (.472)	LF	\$336.00
A-123	13.5 mm normal thickness (.531)	LF	\$349.00
A-124	15.0 mm normal thickness (.591)	LF	\$379.00
A-125	16.5 mm normal thickness (.650)	LF	\$399.00
A-126	18.0 mm normal thickness (.709)	LF	\$425.00
A-127	19.5 mm normal thickness (.768)	LF	\$451.00
A-128	21.0 mm normal thickness (.827)	LF	\$466.00
A-129	22.5 mm normal thickness (.886)	LF	\$497.00
A-130	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	\$24.00
A-131	Sectional Liner, 8' long	EA	\$13,000.00

72" diameter CIPP Liner			
A-132	10.5 mm normal thickness (.413)	LF	\$376.00
A-133	12.0 mm normal thickness (.472)	LF	\$376.00
A-134	13.5 mm normal thickness (.531)	LF	\$406.00
A-135	15.0 mm normal thickness (.591)	LF	\$442.00
A-136	16.5 mm normal thickness (.650)	LF	\$465.00
A-137	18.0 mm normal thickness (.709)	LF	\$496.00
A-138	19.5 mm normal thickness (.768)	LF	\$528.00
A-139	21.0 mm normal thickness (.827)	LF	\$549.00
Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage Infrastructure (Continued)			
Item	Description	Unit of Measure	Extension
72" diameter CIPP Liner (Continued)			
A-140	22.5 mm normal thickness (.886)	LF	\$586.00
A-141	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	\$27.00
A-142	Sectional Liner, 8' long	EA	\$17,400.00
(12" X 18") Elliptical CIPP Liner			
A-143	9.0 mm normal thickness (.354)	LF	\$71.00
A-144	10.5 mm normal thickness (.413)	LF	\$78.00
A-145	12.0 mm normal thickness (.472)	LF	\$82.00
A-146	13.5 mm normal thickness (.531)	LF	\$88.00
A-147	15.0 mm normal thickness (.591)	LF	\$95.00
A-148	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$6.00
A-149	Sectional Liner, 8' long	EA	\$5,400.00
(14" X 18") Elliptical CIPP Liner			
A-150	9.0 mm normal thickness (.354)	LF	\$86.00
A-151	10.5 mm normal thickness (.413)	LF	\$93.00
A-152	12.0 mm normal thickness (.472)	LF	\$99.00
A-153	13.5 mm normal thickness (.531)	LF	\$106.00
A-154	15.0 mm normal thickness (.591)	LF	\$114.00
A-155	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$6.00
A-156	Sectional Liner, 8' long	EA	\$5,400.00
(14" X 23") Elliptical CIPP Liner			
A-157	9.0 mm normal thickness (.354)	LF	\$90.00
A-158	10.5 mm normal thickness (.413)	LF	\$97.00
A-159	12.0 mm normal thickness (.472)	LF	\$103.00
A-160	13.5 mm normal thickness (.531)	LF	\$110.00

A-161	15.0 mm normal thickness (.591)	LF	\$ 117.00
A-162	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$ 7.00
A-163	Sectional Liner, 8' long	EA	\$ 5,700.00
(19" X 30") Elliptical CIPP Liner			
A-164	9.0 mm normal thickness (.354)	LF	\$ 112.00
A-165	10.5 mm normal thickness (.413)	LF	\$ 122.00
A-166	12.0 mm normal thickness (.472)	LF	\$ 130.00
A-167	13.5 mm normal thickness (.531)	LF	\$ 139.00
A-168	15.0 mm normal thickness (.591)	LF	\$ 151.00
Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage Infrastructure (Continued)			
Item	Description	Unit of Measure	Extension
(19" X 30") Elliptical CIPP Liner (Continued)			
A-169	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$ 9.00
A-170	Sectional Liner, 8' long	EA	\$ 7,000.00
(24" X 38") Elliptical CIPP Liner			
A-171	10.5 mm normal thickness (.413)	LF	\$ 147.00
A-172	12.0 mm normal thickness (.472)	LF	\$ 157.00
A-173	13.5 mm normal thickness (.531)	LF	\$ 168.00
A-174	15.0 mm normal thickness (.591)	LF	\$ 184.00
A-175	16.5 mm normal thickness (.650)	LF	\$ 192.00
A-176	18.0 mm normal thickness (.709)	LF	\$ 205.00
A-177	Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm	LF	\$ 10.00
A-178	Sectional Liner, 8' long	EA	\$ 7,000.00
(29" X 45") Elliptical CIPP Liner			
A-179	12.0 mm normal thickness (.472)	LF	\$ 186.00
A-180	13.5 mm normal thickness (.531)	LF	\$ 200.00
A-181	15.0 mm normal thickness (.591)	LF	\$ 218.00
A-182	16.5 mm normal thickness (.650)	LF	\$ 230.00
A-183	18.0 mm normal thickness (.709)	LF	\$ 245.00
A-184	19.5 mm normal thickness (.768)	LF	\$ 260.00
A-185	21.0 mm normal thickness (.827)	LF	\$ 272.00
A-186	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	\$ 12.00
A-187	Sectional Liner, 8' long	EA	\$ 7,700.00
(38" X 60") Elliptical CIPP Liner			
A-188	12.0 mm normal thickness (.472)	LF	\$ 251.00

A-189	13.5 mm normal thickness (.531)	LF	\$ 270.00
A-190	15.0 mm normal thickness (.591)	LF	\$ 295.00
A-191	16.5 mm normal thickness (.650)	LF	\$ 310.00
A-192	18.0 mm normal thickness (.709)	LF	\$ 330.00
A-193	19.5 mm normal thickness (.768)	LF	\$ 351.00
A-194	21.0 mm normal thickness (.827)	LF	\$ 366.00
A-195	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	\$ 17.00
A-196	Sectional Liner, 8' long	EA	\$ 9,900.00
	(58" X 91") Elliptical CIPP Liner		
A-197	12.0 mm normal thickness (.472)	LF	\$ 409.00
A-198	13.5 mm normal thickness (.531)	LF	\$ 442.00
Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage Infrastructure (Continued)			
Item	Description	Unit of Measure	Extension
	(58" X 91") Elliptical CIPP Liner (Continued)		
A-199	15.0 mm normal thickness (.591)	LF	\$ 483.00
A-200	16.5 mm normal thickness (.650)	LF	\$ 507.00
A-201	18.0 mm normal thickness (.709)	LF	\$ 543.00
A-202	19.5 mm normal thickness (.768)	LF	\$ 576.00
A-203	21.0 mm normal thickness (.827)	LF	\$ 602.00
A-204	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	\$ 34.00
A-205	Sectional Liner, 8' long	EA	\$ 16,000.00
A. CURED-IN-PLACE PIPE (CIPP) TOTAL UNIT COST (Items A-1 thru A-205)			\$ 224,509.00
B. MANHOLE & DRAINAGE STRUCTURE REHABILITATION			
Item	Description	Unit of Measure	Extension
B-1	Chemical Grout Injection (Small)	TUBE	\$ 347.00
B-2	Chemical Grout Injection (Large)	GAL	\$ 444.00
B-3	Repair Wall w/ High Strength Mortar (Average 2" Depth)	SF	\$ 31.00
B-4	Coat New Manhole	SF	\$ 29.00
B-5	Coat Existing Manhole	SF	\$ 29.00
B-6	Coat Existing Structure	SF	\$ 29.00
B-7	Interior Manhole Coating/Lining Repair	SF	\$ 13.00
B-8	Manhole Test	SF	\$ 20.00
B-9	Concrete Adjustment Rings (0"-12")	SF	\$ 1,184.00
B-10	Concrete Adjustment Rings (Each Additional 6" Over Initial 12")	VF	\$ 694.00

B-11	Bench Replacement	EA	\$ 590.00
B-12	Replace Frame & Cover (24"-30")	EA	\$ 2,258.00
B-13	Replace Frame & Cover (32"-36")	EA	\$ 2,769.00
B-14	Inside Drop System 4" - 8"	EA	\$ 2,439.00
B-15	Inside Drop System 10" - 12"	EA	\$ 3,537.00
B. MANHOLE REHABILITATION TOTAL UNIT COST (Items B-1 thru B-15)			\$ 14,413.00
C. ANCILLARY SERVICES			
Item	Description	Unit of Measure	Extension
	By-Pass Pumping & Dewatering		
C-1	8" diameter	LF	\$ 2.00
C-2	10" diameter	LF	\$ 2.00
C-3	12" diameter	LF	\$ 2.00
C-4	15" diameter	LF	\$ 2.00
C-5	18" diameter	LF	\$ 5.00
C-6	21" diameter	LF	\$ 5.00
C-7	24" diameter	LF	\$ 8.00
C-8	27" diameter	LF	\$ 11.00
C-9	30" diameter	LF	\$ 16.00
C-10	36" diameter	LF	\$ 32.00
	Maintenance of Traffic (MOT)		
C-11	Traffic Control – MOT Index 601 or 602 (per day)	Day	\$ 250.00
C-12	Traffic Control – MOT Index 603 or higher (per day)	Day	\$ 1,250.00
C-13	Traffic Control – MOT Index 601 or 602 (per week)	Week	\$ 1,275.00
C-14	Traffic Control – MOT Index 603 or higher (per week)	Week	\$ 3,200.00
C-15	Variable Message Board	Week	\$ 534.00
C. ANCILLARY SERVICES TOTAL UNIT COST (Items C-1 thru C-15)			\$ 6,594.00
TOTAL PACKAGE BID (TOTAL UNIT COSTS FOR A + B + C)			\$ 245,516.00

D. Bond			
D-1	Contract Performance and Payment Bond Cost Not to Exceed 2% of Purchase Order Total (For Project Purchase Orders Costing \$100,000.00 and greater)		2 %

MCA 23-07 ILS_InlinerSolns - Executed

Final Audit Report

2024-01-04

Created:	2024-01-04
By:	Jason Sparks (jsparks@cityofsab.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAASW7qOZ8aj6UpPcHzVIVDk9yJk_h5gDuj

"MCA 23-07 ILS_InlinerSolns - Executed" History

-  Document created by Jason Sparks (jsparks@cityofsab.org)
2024-01-04 - 8:46:29 PM GMT
-  Document emailed to mroyle@cityofsab.org for signature
2024-01-04 - 8:51:11 PM GMT
-  Email viewed by mroyle@cityofsab.org
2024-01-04 - 9:25:19 PM GMT
-  Signer mroyle@cityofsab.org entered name at signing as max royle
2024-01-04 - 9:29:55 PM GMT
-  Document e-signed by max royle (mroyle@cityofsab.org)
Signature Date: 2024-01-04 - 9:29:57 PM GMT - Time Source: server
-  Document emailed to Dariana Fitzgerald (dfitzgerald@cityofsab.org) for signature
2024-01-04 - 9:29:59 PM GMT
-  Email viewed by Dariana Fitzgerald (dfitzgerald@cityofsab.org)
2024-01-04 - 9:30:27 PM GMT
-  Document e-signed by Dariana Fitzgerald (dfitzgerald@cityofsab.org)
Signature Date: 2024-01-04 - 9:30:42 PM GMT - Time Source: server
-  Document emailed to jeremiah@dhclawyers.com for signature
2024-01-04 - 9:30:44 PM GMT
-  Email viewed by jeremiah@dhclawyers.com
2024-01-04 - 9:44:41 PM GMT
-  Signer jeremiah@dhclawyers.com entered name at signing as Jeremiah Blocker
2024-01-04 - 9:45:58 PM GMT



Document e-signed by Jeremiah Blocker (jeremiah@dhclawyers.com)

Signature Date: 2024-01-04 - 9:46:00 PM GMT - Time Source: server



Agreement completed.

2024-01-04 - 9:46:00 PM GMT



Adobe Acrobat Sign

Krug, Stephen

From: Jason Sparks <jsparks@cityofsab.org>
Sent: Tuesday, August 6, 2024 1:57 PM
To: Krug, Stephen
Cc: Womack, Milen; Patricia Douylliez; Russell Adams
Subject: RE: Bid No: 23-07; Citywide Pipe & Manhole Lining, Renewal & Rehab Piggy-Back Request

Mr. Krüg,

We were on high alert yesterday, however, we did not sustain any major impact. Thank you for your thoughts.

The City approves piggybacking of the above referenced contract with Inliner Solutions, LLC by the City of Ocoee. However, please be advised that, in the event of any lawsuits or disputes with the City of Ocoee, The City of St. Augustine Beach would not agree to be called as defense.

Please feel free to contact me with any questions you may have.

Respectfully,



Jason D. Sparks, P.E. | Engineering Director
City of St. Augustine Beach
(904) 484-9126 | (904) 466-2486 c
| <https://link.edgepilot.com/s/d914f76a/9qvpAN-ZFkCXM8SjWH50w?u=http://www.staugbch.com/>

"We can do all things. All things are possible."

PLEASE NOTE: Under Florida Law most messages to or from this individual are public record. Any emails, including email address may be subject to public disclosure.

From: Krug, Stephen <SKrug@ocoe.org>
Sent: Monday, August 5, 2024 3:19 PM
To: Jason Sparks <jsparks@cityofsab.org>
Cc: Womack, Milen <MWomack@ocoe.org>
Subject: Bid No: 23-07; Citywide Pipe & Manhole Lining, Renewal & Rehab Piggy-Back Request

CAUTION: This message originated from outside of your organization. Clicking on any link or opening any attachment may be harmful to your computer or the City. If you do not recognize the sender or expect the email, please verify the email address and any attachments before opening. If you have any questions or concerns about the content, please contact IT staff at IT@cityofsab.org.

Jason,

I hope this email finds you not being impacted by Tropical Storm Debby today. Inliner Solutions, LLC, has proposed the City of Ocoee piggy back off of their contract with the City of St. Augustine Beach's Citywide Pipe & Manhole Lining, Renewal & Rehab contract, Bid No: 23-07, in order to expedite an Ocoee project. The City

of Ocoee has a large diameter pipe lining project and we have successfully used Inliner on previous smaller projects. Ocoee's Purchasing Department's standard protocol for piggy backing off of your City's contract is to request authorization to utilize said contract.

Please let me know if you have any issues with Ocoee utilizing your contract with Inliner and feel free to contact me if you have any questions.

Thank you,
Steve Krüg, P.E.
Public Works Director
City of Ocoee
301 Maguire Blvd
Ocoee, FL 34761
407-905-3170



Meeting Date: December 3, 2024
Item #: 9

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Approval of Disaster Debris Monitoring Services with Thompson Consulting Services, LLC Under Cost Proposal RFP #19-011. (Public Works Director Krug)

Background Summary:

The City Commission awarded RFP #19-011, Emergency-Disaster Debris Monitoring Services, to Thompson Consulting Services, LLC on November 5, 2019, and approved an extension to the existing continuing contract for one (1) year on November 19, 2024. Following Hurricane Milton passing over Ocoee, the City activated the Thompson Consulting Services, LLC contract on October 11, 2024. The attached cost estimate of \$324,400 to provide the debris monitoring and grant management services is based on the approved contract. Public Works recommends approval of this proposal.

Issue:

Should the Honorable Mayor and City Commissioners authorize the estimated budget for the Disaster Debris Monitoring Services and Grant Management with Thompson Consulting Services, LLC?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners authorize the purchase order be issued for the estimated budget for Disaster Debris Monitoring Services with Thompson Consulting Services, LLC in accordance with RFP #19-011, in the amount of \$324,400, and authorize the City Manager and Staff 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. Quote- Grant Management
2. Cost Estimate

Financial Impacts:

The City anticipates FEMA reimbursement for debris monitoring and grant management services.

Type of Item: Consent



November 7, 2024

Hseth Burch
301 Maguire Boulevard
City of Ocoee, FL 34761
SENT VIA EMAIL TO: hburch@ocoe.org

Re: Emergency Disaster Debris Monitoring Services, (DR-4834-FL) Hurricane Milton

Dear Mr. Burch,

Thompson Consulting Services (Thompson) is pleased to submit the following scope and budget to provide Federal Emergency Management Agency (FEMA) Public Assistance (PA) grant management services to City of Ocoee, FL (City) in accordance with our existing contract. The scope and budget have been prepared based on Thompson's current understanding of the City's needs. Thompson will assist the City's with submittal of FEMA PA projects, prepare project documentation, conduct site inspections, and submit project documents to FEMA and the State.

Tasks performed may include, but are not limited to:

- **Project Formulation**
 - Site inspections (as requested)
 - Cost estimating (as requested)
 - Damage description development
 - Project scope of work development
 - Data collection and dissemination
- **Project Management and FEMA Policy Support**
 - FEMA policy guidance
 - FEMA coordination, responses to request for information (RFI)
 - Insurance review (as requested/required)
 - Category Z, management cost support
 - Other related services as requested and necessary

Cost Proposal and Schedule

The following estimated budget is based on Thompson's current understanding of the City's needs during the project worksheet submittal phase. Thompson anticipates the City's to require support over an 26-week period to complete PW submittal and compile basic documentation to support project compliance.

2601 Maitland Center Parkway
Maitland, Florida 32751
O: (407) 792-0018 | F: (407) 878-7858
www.thompsoncs.net

A THOMPSON HOLDINGS, INC. COMPANY

Positions	Hourly Rate (\$)	Est. Staff	Avg. Hours per Week	Est. Weeks	Est. Total
Senior Grant Management Consultant	\$95.00	1	20	26	\$49,400.00
Subtotal					\$49,400.00

Assumptions to the Estimate:

It is Thompson's objective to deliver our services at or below the budget estimate for the period of performance, as needed and directed by our clients. The City will only be charged for work performed and required by the City, which may include positions and hours which differ from the above estimate. Should the City have additional needs beyond those allowed for in this budget or should it be evident that the above estimate may be exceeded, Thompson will notify the City and request a task order extension.

Thompson is looking forward to assisting the City with its disaster recovery. If you have any questions concerning this letter's proposal, please contact Thompson.

If you have any questions, please feel free to contact me directly at JClark@thompsoncs.net or 225.505.8109.

Sincerely,

THOMPSON CONSULTING SERVICES

Jonathan Clark
Vice President, Thompson Consulting Services
JClark@thompsoncs.net

City of Ocoee				
Hurricane Milton Preliminary Estimate				
Estimate Date: 11/18/2024				
Scope	Estimate Quantity	UoM	Unit Rate	Estimated Cost
Debris Monitoring	1	LS	\$275,000.00	\$275,000.00
PA Grant Managment Asssitance	520	HR	\$95.00	\$49,400.00
TOTAL				\$324,400.00



Meeting Date: December 3, 2024
Item #: 10

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Approval of Disaster Debris Removal Services with Ceres Environmental, Inc. Under Cost Proposal RFP #24-009. (Public Works Director Krug)

Background Summary:

The City Commission awarded RFP #24-009, Emergency-Disaster Debris Removal Services, to Ceres Environmental Services, Inc., on August 6, 2024. Following Hurricane Milton passing over Ocoee, the City activated the Ceres contract on October 11, 2024. The attached cost estimate of \$541,153.00 to provide the removal services is based on the approved contract and only applies to the Hurricane Milton storm event. Public Works recommends approval of this proposal.

Issue:

Should the Honorable Mayor and City Commissioners authorize the estimated budget for the Disaster Debris Removal Services with Ceres Environmental Services, Inc.?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners authorize the purchase order be issued for the estimated budget for Disaster Debris Removal Services with Ceres Environmental Services, Inc in accordance with RFP #24-009, in the amount of \$541,153.00, and authorize the City Manager and Staff 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. Cost Estimate

Financial Impacts:

The City anticipates a FEMA reimbursement of \$432,922.40 for debris removal.

Type of Item: Consent

City of Ocoee				
Hurricane Milton Preliminary Estimate				
Estimate Date: 11/18/2024				
Scope	Estimate Quantity	UoM	Unit Rate	Estimated Cost
Debris Hauled to TDSR	19,000	CY	\$10.99	\$208,810.00
Reduction by Gringding	19,000	CY	\$2.78	\$52,820.00
Loading and Hauling C&D	100	CY	\$10.98	\$1,098.00
Hauling reductions to Final Disposalsite	8,000	CY	\$3.98	\$31,840.00
Hanging Limbs	600	TREE	\$50.00	\$30,000.00
Damaged or Leaning Trees				
6" to < 12"	13	TREE	\$15.00	\$195.00
12" to <18"	2	TREE	\$85.00	\$170.00
18" to < 24"	2	TREE	\$110.00	\$220.00
Leaning Trees along Waterway	120,000	LS	1	\$120,000.00
Disposal Cost (Pass through with no mark-up)- Only a place holder at this time	TBD	TBD	TBD	96,000
TOTAL				\$541,153.00



Meeting Date: December 3, 2024
Item #: 11

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval for Hazen & Sawyer to Provide Design Services for the Forest Oaks Above Ground Chemical Injection Station/Assembly. (Acting Utilities Director Bolling)

Background Summary:

As part of the approved City of Ocoee Budget for Fiscal Year 2024-2025, the Water Facilities Capital Improvement budget included \$50,000.00 to design a new above-ground chemical injection station/assembly at the Forest Oak Water Plant. In addition to being over 20 years old and approaching the end of its useful lifespan, the current configuration is below ground and requires staff to work in hazardous conditions to conduct regularly scheduled maintenance or make necessary repairs. Staff reached out to Hazen & Sawyer, an approved continuing engineering services consultant for the City of Ocoee, who provided a quote of \$69,070.00 to design a new above-ground assembly. While this is higher than the budgeted amount, Staff was able to realize savings on other projects at the water plants and apply those funds to cover the overage for this project.

Issue:

Should the Honorable Mayor and City Commissioners approve to contract Hazen & Sawyer to provide design services for the Forest Oaks above ground chemical injection station/assembly?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners authorize the City Manager to contract Hazen & Sawyer to provide design services for the Forest Oaks above ground chemical injection station/assembly at a cost of \$69,070.00. Staff also recommends that the City Manager be authorized to approve changes to this contract up to the limit of his purchasing authority for each change order.

Attachments:

1. City of Ocoee Scope and Fee - Above Ground Assembly at the Forrest Oaks Water Plant

Financial Impacts:

This project is fully funded using Job #P000446 (Forest Oaks Above Ground Assembly Design).

Type of Item: Consent

CITY OF OCOEE, FLORIDA

TASK ORDER 03-24

CITY OF OCOEE UTILITIES DEPARTMENT

ABOVE GROUND ASSEMBLY AT THE FORREST OAKS WATER PLANT

1. TASK ORDER OBJECTIVE

The objectives for this Scope of Services are for Hazen and Sawyer (Hazen) to assist the City of Ocoee (City) in the following:

- Design and construct a new above grade chemical injection station to replace the existing 20-inch buried raw water supply main and chemical injection vault. The existing chlorine and fluoride chemical injection piping will be reconnected to the proposed aboveground supply main/chemical injection station. The new chemical injection station will include an inline static mixer.
- Existing chlorine and fluoride chemical lines used to convey chemical in the yard to the injection point(s) will be replaced with a double contained piping system comprised of chemical-resistant tubing installed inside rigid secondary containment pipe sleeves.

See **Attachment A**, Forrest Oaks WTP Project Area, for the project limits. This scope of services assumes the City will self-perform the construction of the improvements. A detailed scope of services follows:

SCOPE OF SERVICES

Task 1 – Project Management and Kick-Off Meeting

Hazen will prepare an agenda and attend an in-person kick-off meeting with the City to establish lines of communication and review the scope of services, project schedule, deliverables, and other pertinent information. Hazen will prepare and provide a summary of the meeting within seven days and will summarize major discussion items, issues, and action items.

Hazen will request and perform a review of the following existing data (if available):

- Existing records of yard pipe and chemical lines for the WTP showing valves, pipe routing, pipe diameter, and materials.
- Chemical safety data sheets for chlorine and fluoride used at WTP.

Deliverables: The following deliverables will be provided under Task 1:

- *One electronic file (PDF) of kick-off meeting agenda and meeting summary.*
- *Hazen data request (PDF)*

Task 2 – Survey

Hazen will retain the services of a surveyor to provide utility survey and subsurface location services (via soft digs) within the project area and to support the utility relocations. The purpose of this survey and subsurface location will be to define the location of existing utility and public works infrastructure within the project area. ECHO UES, Inc. (ECHO).will be utilized for the on-site survey and subsurface location services. Attachment C provides the proposal for Professional Survey and Subsurface Utility Engineering Services from ECHO. Attachment C provides two options for the survey area. The larger survey area was selected, and costs are included herein.

Deliverables: The following deliverables will be provided under Task 2:

- Hazen will provide the City with a copy of the survey (PDF and DWG)

Task 3 – Preliminary Layout

Hazen will visit the site to confirm the findings of survey, assess opportunities for minimizing impacts to service and evaluate pipe layouts, which minimize the footprint of the project.

Hazen will develop a preliminary layout for the proposed raw water main relocation and above grade chemical injection station. The preliminary layout will indicate the anticipated lengths, diameters and locations of proposed connections and chemical injection points.

Hazen will meet with the City in a workshop to review the preliminary layout and receive feedback on the proposed layout. The presentation will review pros and cons and serve as the deliverable in conjunction with the meeting summary. If requested by the City, the meeting will include an on-site meeting to walk the job site.

Deliverables: The following deliverables will be provided under Task 3:

- Hazen will provide the City with preliminary layout (PDF)
- Hazen will prepare a summary of the workshop documenting comments (PDF)

Task 4 – Engineering Design

Hazen will prepare design drawings for use by the City to construct the supply main modifications, above grade chemical injection station with injection assemblies and static mixer, and new double contained chemical yard piping. Drawings will conform to the City of Ocoee Engineering Standards Manual (September 2024). Deviations to City Standards will be requested in writing for approval by the City.

Drawings will be produced in both 22" x 34" and 11" x 17" sizes. Drawings will be readable when scaled to 11" x 17". It is assumed that the design will include no more than eight drawings. It is anticipated that specification information for the supply main, injection assemblies, static mixer, and chemical lines, valves and appurtenances will be provided on the drawings. Details for the project will follow the current City Details. A breakdown of re anticipated drawings is as follows:

- Two General Sheets

- Three Civil Plan and Sections Sheets
- Two Civil Details Sheets

Subtask 4.1 – Prepare 60 Percent Contract Documents

Upon receipt of the survey files in Civil 3D format, Hazen will prepare 60 Percent Contract Documents. These documents will include specifications and drawings including preliminary plan and profile for the supply main modifications, above grade chemical injection station with injection assemblies and static mixer, and new double contained chemical yard piping. Utilities will be shown to the extent known to prevent conflicts in construction. Separations will follow City and FDEP Standards for potable water, storm water and sanitary sewer. Specification information for pipeline, valves and appurtenances will be provided on the drawings and will follow the City's Approved Materials Lists. Hazen will provide electronic (PDF format) files of the 60 Percent Contract Drawings to the City for review.

Hazen will meet with the City to receive review comments on the documents provided. At the request of the City, the meeting may be on-site. Within seven days of the meeting, Hazen will provide a summary documenting City comments and any specific action items.

Deliverables: The following deliverables will be provided under Task 4.1:

- 60 Percent Contract Drawings (PDF and DWG format)
- 60 Percent Specifications (PDF)
- 60 Percent review meeting summary

Subtask 4.2 – Prepare 100 Percent Contract Documents

Hazen will prepare 100 Percent Contract Documents (specifications and drawings). Drawings will include plan and profile for the supply main modifications, above grade chemical injection station with injection assemblies and static mixer, and new double contained chemical yard piping. Hazen will provide electronic (PDF format) files of the 100 Percent Contract Drawings to the City for review. In conjunction with the 100 Percent submittal, Hazen will provide the City with a spreadsheet documenting City comments received at the 60 Percent level and confirming how those comments were incorporated. Hazen will meet with the City to receive review comments on the documents provided.

Deliverables: The following deliverables will be provided under Task 4.2:

- 100 Percent Contract Documents (PDF and DWG format)
- 100 Percent Specifications (PDF)
- 100 Percent review meeting summary

Subtask 4.3 – Prepare Final Contract Documents

Hazen will prepare Final Contract Documents for the project including Final Contract Drawings for use by the City in constructing the improvements. Hazen will provide the City with a

spreadsheet documenting City comments received at the 100 Percent level and confirming how those comments were incorporated.

Deliverables: The following deliverables will be provided under Task 4.3:

- *Final Contract Drawings (PDF and DWG format)*

TASK 5 – Permitting

Hazen will provide engineering services to assist with submittal for the following permit applications in support of this project:

- Florida Department of Environmental Protection (FDEP) Application for a Specific Permit to Construct PWS Components. Hazen will provide completed application to the City for signature.

It is assumed that all fees for permit applications will be provided by the City. It is anticipated that Hazen will respond up to one Request for Additional Information.

Deliverables: The following deliverables will be provided under Task 5:

- *FDEP Form 62-555.900(1) Application for a Specific Permit to Construct PWS Components*

TASK 6 – Services During Construction

This scope of services assumes the City will self-perform the construction of the improvements. If requested by the City, the Engineer will provide general consultation. Engineer will review shop drawing submittals and RFIs. The following tasks will be accomplished during the construction phase:

1. Provide the City two (2) full-size and two (2) half-size signed and sealed sets of the construction drawings for the City's use during the construction phase of the Project.
2. Provide the City a scanned digital version of the hard copy Conformed Construction Drawings in protected Adobe Acrobat document file (PDF) format and comprised of files in the tagged information file (.tif) format and signed and sealed by the Engineer of Record.
3. Provide a digital version of the Conformed Construction Drawings submitted in DWG format.
4. Hazen will attend a pre-construction meeting facilitated by the City and distribute Conformed Contract Documents.
5. Review up to 5 shop drawings and product submittals for conformance with the Contract Documents at the request of the City.
6. Respond to up to 5 Requests for Information (RFIs).

7. For construction progress meetings, it is assumed that the City will take meeting minutes and distribute minutes to attendees, and the specifications will be written accordingly. Concurrently on the day of a construction progress meeting, Hazen will observe the construction of the Project and discuss any concerns with the City.
8. Up to three site visits by the Engineer and team, including construction meetings, will be made to observe construction.
9. Hazen will attend City conducted substantial and final completion inspections of the Project.
10. Prepare Record drawings in accordance with City Standards; provide three (3) sets of prints of the record drawings and an electronic file of the record drawings utilizing DWG format to the Department; additionally, provide electronic files of scanned images of the record drawings in the ".tif" file format to the City. Record drawings will be based on the record as-built survey and markups received from the City.
11. Prepare necessary documents and submit the Project certification of completion to the FDEP. The certification will be based on limited observations during site visits and monthly progress meetings, and all daily reports and other correspondence prepared by the City.

Deliverables: The following deliverables will be provided under Task 6:

- *Hazen will provide the City with hard and electronic copies of the Conformed documents.*
- *Hazen will provide the City with hard and electronic copies of the Record Drawings.*

2. DELIVERABLES

Task Number	Description
Task 1	One electronic file (PDF) of kick-off meeting agenda and meeting summary. Hazen data request (PDF)
Task 2	Survey of project area (PDF and DWG)
Task 3	Preliminary Layout (PDF) Workshop Meeting Comments (PDF)
Task 4.1	60% Drawings (PDF and DWG) 60% Specifications (PDF) 60% Review Comments (PDF)
Task 4.2	100% Drawings (PDF and DWG) 100% Specifications (PDF) 100% Review Comments (PDF)
Task 4.3	Final Drawings (PDF and DWG)
Task 5	FDEP Form 62-555.900(1) (PDF)
Task 6	Conformed Documents – Hard and Electronic (PDF and DWG) Shop Drawing Responses RFI Responses Record Drawings

3. ASSUMPTIONS

The following assumptions have been made in the preparation of this proposal:

- The City will pay all permit fees.
- The City will self-perform the work and not require bidding services or require pay application and change order reviews during construction.
- An ecological assessment of the site will not be required as part of this work assignment.
- ECHO provided two levels of service within Attachment C. The larger survey area was selected.
- Hazen will be given access to the site location.

4. SCHEDULE

The anticipated schedule shown below is based on the weeks after the formal issuance of the Notice-to-Proceed by the CITY:

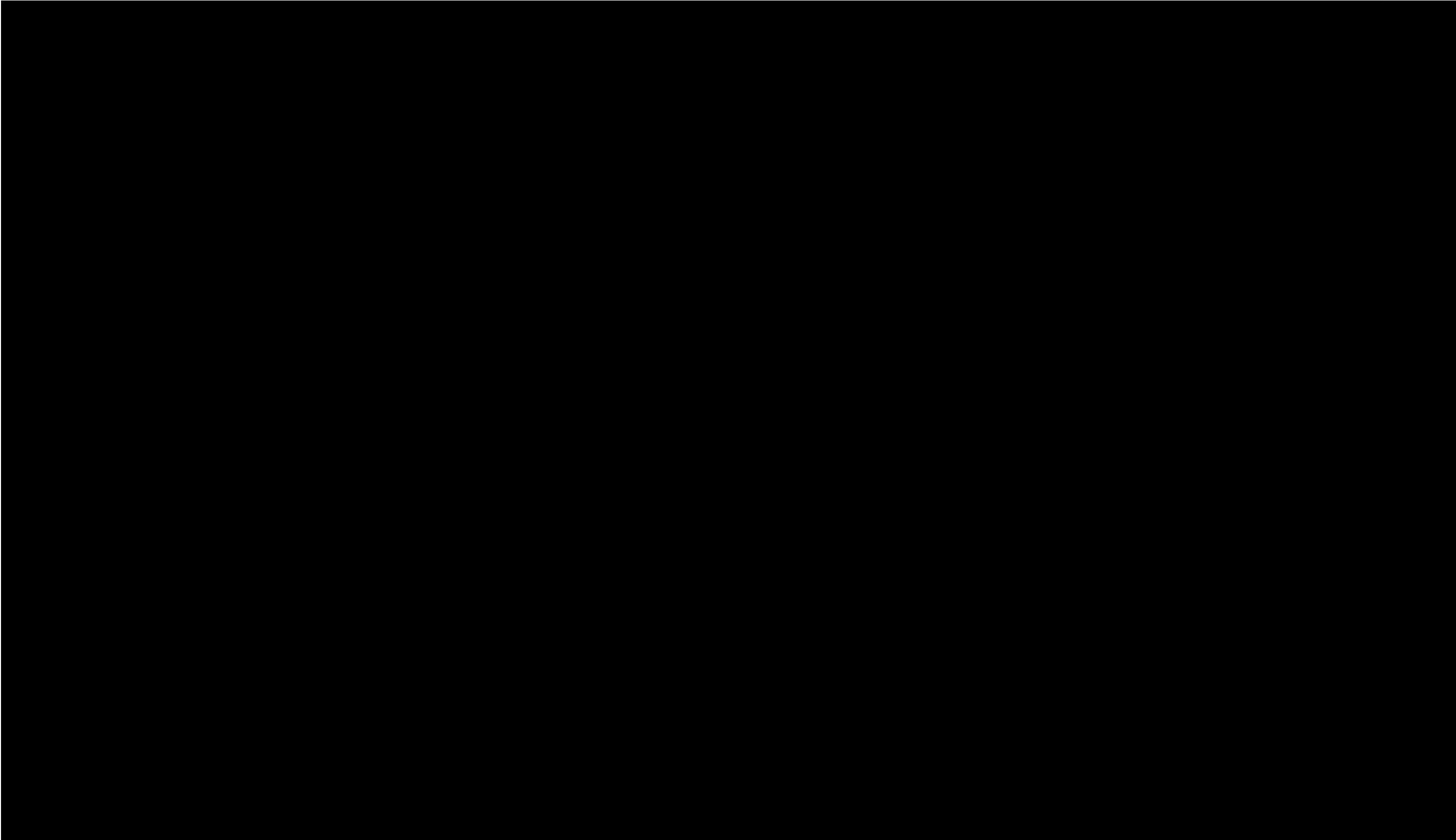
Task	Description	Duration
1	Kick-off Meeting	2 Weeks following NTP
2	Survey	6 Weeks following NTP
3	Preliminary Layout	3 Weeks following completion of survey
4.1	60% Contract Documents	4 Weeks following preliminary layout workshop
4.2	100% Contract Documents	3 Weeks following 60% review meeting
4.3	Final Contract Documents	2 Weeks following 100% review meeting
5	Permitting	Concurrent with Final Contract Documents task
6	Services During Construction	To be determined by the City following Final Contract Documents

Section VI. METHOD OF COMPENSATION

Tasks 1 through 5 will be invoiced via not to exceed and Task 6 will be invoiced through time and materials. The **total for the scope of work described above is \$69,070** with budgets between tasks being interchangeable (See **Attachment B** for cost breakdown).

ATTACHMENT A

Forrest Oaks WTP Project Area



ATTACHMENT B

Forrest Oaks WTP Project Fee Schedule

Tasks		Director (Vice President)	QA/QC (Senior Associate)	Project Manager (Senior Principal Engineer)	Project Engineer (Assistant Engineer)	Senior Designer	Labor Hours	Labor Dollars	Total ODCs	Total Dollars
	(Hourly Rates)	\$310	\$249	\$181	\$115	\$124				
Task 1 - Project Management										
	Project Kick-Off Meeting	0	2	4	4	0	10	\$1,683	\$0	\$1,683
	Data Request and Progress Meetings	0	4	8	16	0	28	\$4,285	\$0	\$4,285
TASK 1 TOTAL		0	6	12	20	0	38	\$5,968	\$0	\$5,968
Task 2 - Survey										
	Survey	0	1	2	2	4	9	\$1,338	\$18,035	\$19,373
TASK 2 TOTAL		0	1	2	2	4	9	\$1,338	\$18,035	\$19,373
Task 3 - Preliminary Layout										
	Preliminary Layout	0	2	4	10	0	16	\$2,373	\$0	\$2,373
	Workshop	2	2	4	4	0	12	\$2,303	\$0	\$2,303
TASK 3 TOTAL		2	4	8	14	0	28	\$4,675	\$0	\$4,675
Task 4 - Engineering Design										
4.2 - 60% Contract Documents		1	4	20	52	40	117	\$15,877	\$0	\$15,877
	General Sheets (2)	0	1	2	8	8	19	\$2,524	\$0	\$2,524
	Civil Sheets (3)	0	1	8	24	24	57	\$7,439	\$0	\$7,439
	Details (2)	0	1	2	8	8	19	\$2,524	\$0	\$2,524
	Review Meeting and Summary	1	1	8	12	0	22	\$3,389	\$0	\$3,389
4.3 - 100% Contract Documents		1	3	9	34	22	69	\$9,329	\$0	\$9,329
	General Sheets (2)	0	0	1	4	6	11	\$1,386	\$0	\$1,386
	Civil Sheets (3)	0	2	2	16	8	28	\$3,693	\$0	\$3,693
	Details (2)	0	1	2	6	8	17	\$2,294	\$0	\$2,294
	Review Meeting and Summary	1	0	4	8	0	13	\$1,955	\$0	\$1,955
4.4 - Prepare Final Contract Documents		1	2	4	8	12	27	\$3,942	\$0	\$3,942
TASK 4 TOTAL		3	9	33	94	74	213	\$29,148	\$0	\$29,148
Task 5 - Permitting										
	Potable Water Permit	0	1	8	24	6	39	\$5,204	\$0	\$5,204
TASK 5 TOTAL		0	1	8	24	6	39	\$5,204	\$0	\$5,204
Task 6 - Services During Construction										
	Conformed Documents	0	1	2	4	6	13	\$1,816	\$150	\$1,966
	Preconstruction Meeting	0	0	2	2	0	4	\$593	\$0	\$593
	Shop Drawing Responses	0	1	2	4	0	7	\$1,071	\$0	\$1,071
	Site Visits and Progress Meetings	0	1	2	4	0	7	\$1,071	\$0	\$1,071
TASK 6 TOTAL		0	3	8	14	6	31	\$4,551	\$150	\$4,701
TOTAL Tasks 1 to 6		5	24	71	168	90	358	\$50,885	\$18,185	\$69,070

ATTACHMENT C

ECHO's Proposal for Professional Survey and Subsurface Utility Engineering Services

October 17, 2024

Derek W. Bieber, PE
Senior Associate
Hazen and Sawyer

PROPOSAL FOR PROFESSIONAL SURVEY and SUBSURFACE UTILITY ENGINEERING SERVICES

Project: Chemical Injection Improvements, Water Treatment Plant No. 2 – City of Ocoee, FL

Dear Mr. Peckham:

At ECHO UES, Inc. (ECHO) we value your consideration and appreciate the opportunity to provide this technical proposal for professional services in support of your project. This technical proposal, inclusive of a fee estimate, details the approach we consider the most suitable for this project.

Project Synopsis: Based on the information made available to ECHO, we understand the project consists of engineering design services for site improvements at the existing Water Treatment Plant No. 2 in the City of Ocoee and within the project limits further described below. ECHO's professional services were requested to provide topographical survey, subsurface utility engineering and utility survey services in support of this project.

Project Limits: ECHO's proposed services will be performed within a well-defined area (i.e. Project Limits) as shown on the attached exhibits. Specifically, two (2) alternate areas are included within this proposal, as shown in the graphic exhibits.

SCOPE OF SERVICES

Subsurface Utility Engineering (SUE) Services

Using a combination of field investigative techniques and technology, including surface geophysical instruments (e.g. GPR, pipe/cable locators) and vacuum excavation if needed, ECHO will perform the following services.

1. **Identification and marking of existing utilities.** Utilities potentially in conflict with the project and located within the project limits will be investigated in the attempt to identify their position. The results will be marked on the ground surface using the most appropriate method (i.e. pin flags, paint etc.) and showing the approximate position of the identified utilities.

ECHO will attempt to identify and mark detectable utilities located within the project limits, with the exclusion of irrigation lines, services lines and gravity (storm and sanitary) systems.

2. **Verification of utility location and characteristics.** At specific locations ECHO will attempt to expose utilities via minimally intrusive methods (e.g. use of vacuum excavation) to confirm their characteristics (e.g. type, size, material, direction, configuration) and provide an accurate location. At completion of each excavation (test hole) ECHO will record all verifiable utility information, mark the utility location with the most appropriate method (e.g. wooden lathes, "X" mark on concrete, disc and nail on asphalt) and restore the field to as close as possible to its original conditions.

ECHO proposes to perform up to 6 utility verification test holes, at locations to be identified by the EOR.

Topographic and Utility Survey

- Set/recover horizontal and vertical control throughout the project corridor to collect the topographic and subsurface utility engineering information.
- Collect aboveground and visible features and improvements within the highlighted limits as shown and described by the attached graphic, to include utility information as identified per the steps above.
- Detail and survey gravity storm and sanitary systems located within the project limits.
- Collect sufficient elevation data to create a digital terrain model (DTM) of the site.
- Survey geotechnical borings and wetland flags as placed by others, if any.
- Survey individual trees within the survey limits and limits of landscaped areas.
- The survey will be based on the North American Datum of 1983 (NAD83), East Zone and elevations will be referenced to the North American Vertical Datum 1988 (NAVD 88).
- The horizontal and vertical survey control will be provided in the final survey in tabular format for use by the contractor during construction activities.
- Recover and tie down sufficient monumentation in the field to calculate the existing apparent right-of-way along all public roadways within the project limits, and existing apparent property limits for parcels or portions thereof included within the project limits. Right-of-way and property limits will be shown as calculated based on field monumentation and it will be referred to as apparent right-of-way and apparent property lines. Any additional field and office work to establish R/W limits and property boundaries shall be quoted separately and performed following receipt of title information to be provided by Client.

- All survey efforts will be conducted in accordance with the Standards of Practice set forth in Rule Chapter 5J-17, F.A.C., pursuant to Section 472.027, F.S.

Deliverables:

- Field deliverables will consist of field marks (e.g. pin flags, paint marks, wooden lathes, nails/discs etc.) showing the position of the designated and located utilities.
- Office deliverables will consist of:
 - Images and a sketch (not to scale unless otherwise stated) based on the project plans or aerial imagery publicly available.
 - Survey digital CADD file, inclusive of sheeting on appropriate format and scale, and a signed and sealed surveyor's report.

Proposed Schedule: To be discussed and agreed upon with the client following acceptance of this proposal. The proposed schedules shall be valid barring any unforeseen conditions.

Notes and Limitations:

1. Client shall facilitate access to the site and provide any relevant project information.
2. Site must be clear from obstacles impeding access to any portion of the project limits.
3. Standard work hours are from 7:00am to 4:00pm, Monday through Friday; additional charges may occur (following discussion with the Client) in case of weekend or nighttime work.
4. ECHO will not work on any site that is known to be contaminated with any hazardous or harmful substance.
5. Any permit or fee requested to perform the work complying with any stakeholder's requirement will be submitted to the Client with a 5% administrative markup.
6. FDOT Design Standards (Index 600 Series) will be utilized for the Maintenance of Traffic (MOT). Should the site require modification to the Index 600 for non-standard MOT arrangements, ECHO will seek the Client's concurrence to obtain signed and sealed project's specific MOT plans (to be provided by others).
7. Any cost associated with signed and sealed MOT plans will be submitted to the Client with a 5% administrative markup.
8. Unless otherwise stated within this proposal, test holes have usual depth of up to eight (8) ft. from the ground surface, and diameter of up to 1 ft. Should there be a need for deeper or wider excavations, additional charges may apply.
9. The original ground surface at each test hole location will be restored to as close as possible to its original conditions, using concrete mix or asphalt cold patch as applicable. Any deviation from this standard (e.g. use of hot asphalt, flowable fill etc.) may require additional charges and the use of specialty subcontractors.
10. Regardless of the type of estimate proposed (e.g. lump sum, time and materials, etc.) such estimate should be considered indicative and based on preliminary information. Should any situation out of ECHO's control heavily impact ECHO's field work performance (e.g. adverse site conditions), ECHO reserves the right to seek additional funds to complete the work.
11. The exact location of any underground utility is not guaranteed unless clearly exposed and visually verified at a specific location. Utility characteristics, methods of installation, soil conditions and the surrounding environment all may impact adversely the results of any utility investigation with surface geophysical instruments and technology. No guarantee is made that all utilities will be found and identified.
12. Independently from ECHO's scope of work and performance, the Client shall comply with the relative chapter from the Florida (or any other applicable) Statutes: "Underground Facility Damage Prevention and Safety Act" and call 811 prior to any excavation taking place.
13. Subsurface Utility Engineering, Designating and Locating terms all refer to the American Society of Civil Engineers / Utility Engineering and Surveying Institute / Construction Institute "Standard Guideline for Investigating and Documenting Existing Utilities" (ASCE/UESI/CI 38-22). Should ECHO adopt this standard for the performance of the scope of work and preparation of deliverables, clear mention to the Standard shall be made throughout the deliverable.

Proposed Schedule: to be discussed and determined upon receipt of the Notice to Proceed (NTP).

Fee: ECHO's competitive offer, which is inclusive of all field, office, materials, supplies, and equipment costs is detailed below and on the attached estimate sheet.

- **Green Area: Perform services as described herewith: hourly not to exceed fee of \$12,165.00 (inclusive of performing up to 6 utility verification test holes).**
- **Red Area: Perform services as described herewith: hourly not to exceed fee of \$18,035.00 (inclusive of performing up to 6 utility verification test holes).**

The Red Area estimate is inclusive of the Green Area option.

Acceptance: We will honor this proposal for 60 days. If accepted, please return to our attention together with a professional services agreement/task work order authorization and official Notice to Proceed.

At ECHO UES, Inc. we believe in collaboration and communication with our clients and are driven to understand their needs and provide time-efficient and cost-effective solutions. ECHO strives to provide quality utility and survey reliable data to design better, build faster, and safely enhance Engineering, Design, Construction and Maintenance of infrastructure.

Thank you for considering ECHO for this important project and please do not hesitate to contact me directly should you have any questions or concerns.

Sincerely,

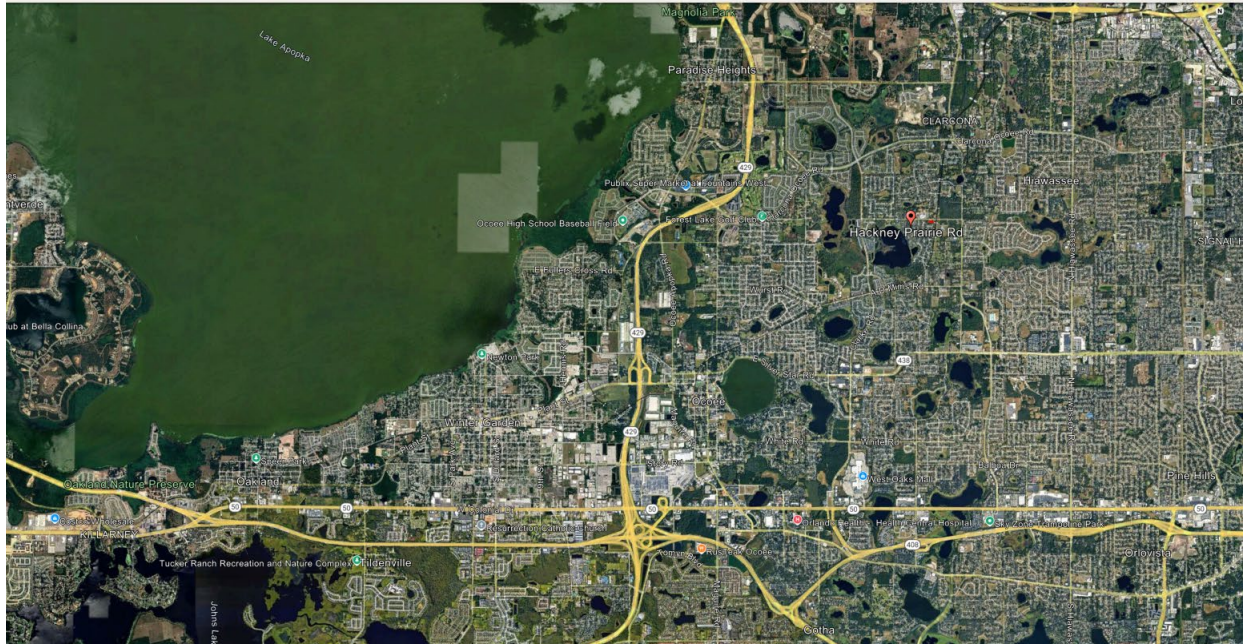
ECHO UES, Inc.

Carlo Pilia

Vice President



Vicinity Map:



Project Limits; Green (Opt1) and Red (Opt2)



ECHO UES, Inc.
PROFESSIONAL SERVICES ESTIMATE



CLIENT:	Hazen and Sawyer	PROJ. #	
PROJECT:	Ocoee WTP No. 2	PHASE. #	Green option
LOCATION:			

Subsurface Utility Engineering (SUE)

FIELD WORK ITEMS	DAYS	HRS/DAY	# OF HOURS	\$/h RATE	SUB.TOT	NOTES
Utility Designating	1.5	10	15	\$210.00	\$3,150.00	Designate utilities within project limits.
Utility Locating	1	10	10	\$210.00	\$2,100.00	Utility test holes, if/when needed, up to 6
Survey	0	10	0	\$210.00	\$0.00	Survey of utilities - included with topographical survey
Other			0	\$0.00	\$0.00	
FIELD SUB.TOT (SUE) =					\$5,250.00	
OFFICE WORK ITEMS			# OF HOURS	\$/h RATE	SUB.TOT	NOTES
Project Manager			2	\$235.00	\$470.00	PM project, permits, schedule, invoicing and communications. Also include any site specific safety permits and plan, QC.
Surveyor (PSM)			3	\$175.00	\$525.00	Process of survey information and survey oversight
CADD/Draftsman			4	\$125.00	\$500.00	Sketch and THs, processing and CAD
Clerical			0	\$100.00	\$0.00	Administrative support
OFFICE SUB.TOT (SUE) =					\$1,495.00	
TOTAL (SUE) =					\$6,745.00	

Topographic Survey

FIELD WORK ITEMS	DAYS	HRS/DAY	# OF HOURS	\$/h RATE	SUB.TOT	NOTES
Survey	1.5	10	15	\$210.00	\$3,150.00	Topographical and utility survey; approx. 1.5ac. Account for a 2nd mobilization to survey test holes.
FIELD SUB.TOT (SUR) =					\$3,150.00	
OFFICE WORK ITEMS			# OF HOURS	\$/h RATE	SUB.TOT	NOTES
PM/Sr. Surveyor			2	\$235.00	\$470.00	PM project, permits, schedule, invoicing and communications. Also include any site specific safety permits and plan, QC.
Surveyor			4	\$175.00	\$700.00	Process of survey information and survey oversight
CADD/Draftsman			8	\$125.00	\$1,000.00	Sketch and THs, processing and CAD
Clerical			1	\$100.00	\$100.00	Administrative support
OFFICE SUB.TOT (SUR) =					\$2,270.00	
TOTAL (SUR) =					\$5,420.00	

Prepared By: CP **Date:** October 17, 2024

All services to be provided in accordance with ECHO UES, Inc. relative proposal, terms and conditions.

GRAND TOT **\$12,165.00**

ECHO UES, Inc.
PROFESSIONAL SERVICES ESTIMATE



CLIENT:	Hazen and Sawyer	PROJ. #	
PROJECT:	Ocoee WTP No. 2	PHASE. #	Red option
LOCATION:			

Subsurface Utility Engineering (SUE)

FIELD WORK ITEMS	DAYS	HRS/DAY	# OF HOURS	\$/h RATE	SUB.TOT	NOTES
Utility Designating	3	10	30	\$210.00	\$6,300.00	Designate utilities within project limits.
Utility Locating	1	10	10	\$210.00	\$2,100.00	Utility test holes, if/when needed, up to 6
Survey	0	10	0	\$210.00	\$0.00	Survey of utilities - included with topographical survey
Other			0	\$0.00	\$0.00	
FIELD SUB.TOT (SUE) =					\$8,400.00	
OFFICE WORK ITEMS			# OF HOURS	\$/h RATE	SUB.TOT	NOTES
Project Manager			3	\$235.00	\$705.00	PM project, permits, schedule, invoicing and communications. Also include any site specific safety permits and plan, QC.
Surveyor (PSM)			4	\$175.00	\$700.00	Process of survey information and survey oversight
CADD/Draftsman			8	\$125.00	\$1,000.00	Sketch and THs, processing and CAD
Clerical			1	\$100.00	\$100.00	Administrative support
OFFICE SUB.TOT (SUE) =					\$2,505.00	
TOTAL (SUE) =					\$10,905.00	

Topographic Survey

FIELD WORK ITEMS	DAYS	HRS/DAY	# OF HOURS	\$/h RATE	SUB.TOT	NOTES
Survey	2	10	20	\$210.00	\$4,200.00	Topographical and utility survey; approx. 1.5ac. Account for a 2nd mobilization to survey test holes.
FIELD SUB.TOT (SUR) =					\$4,200.00	
OFFICE WORK ITEMS			# OF HOURS	\$/h RATE	SUB.TOT	NOTES
PM/Sr. Surveyor			3	\$235.00	\$705.00	PM project, permits, schedule, invoicing and communications. Also include any site specific safety permits and plan, QC.
Surveyor			5	\$175.00	\$875.00	Process of survey information and survey oversight
CADD/Draftsman			10	\$125.00	\$1,250.00	Sketch and THs, processing and CAD
Clerical			1	\$100.00	\$100.00	Administrative support
OFFICE SUB.TOT (SUR) =					\$2,930.00	
TOTAL (SUR) =					\$7,130.00	

Prepared By: CP **Date:** October 17, 2024

All services to be provided in accordance with ECHO UES, Inc. relative proposal, terms and conditions.

GRAND TOT **\$18,035.00**

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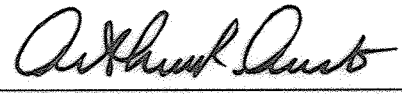
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CHECKED BY	MM/VAH				
APPROVED BY	ARA				



PROFESSIONAL ENGINEERING CONSULTANTS, INC.
engineers planners surveyors
Suite 1560 Eola Park Centre 200 East Robinson Street, Orlando, Florida 32801 407/422-8062

CITY OF OCOEE, FLORIDA
FOREST OAKS AND SOUTH
WATER TREATMENT PLANT
WELL PUMPS AND
GROUND STORAGE TANKS

FOREST OAKS W.T.P.
-PROPOSED YARD
PIPING PLAN

NOT FOR CONSTRUCTION
UNLESS SIGNED HERE

DEPARTMENT MANAGER

JOB No. OE-238
DATE FEB. 1996
C-3
OE238C3



Meeting Date: December 3, 2024
Item #: 12

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval to Piggyback Sourcewell Cooperative Purchasing Contract to Purchase Generators for Lift Station 21 (Pioneer Key II) and Lift Station 14 (Lake Olympia). (Acting Utilities Director Bolling)

Background Summary:

As part of the ongoing hurricane critical infrastructure resilience program, the Utilities Department identifies opportunities to strengthen backup systems and emergency redundancies at wastewater lift stations. During a hurricane, the Utilities Department deploys mobile generators to combat power outages at the wastewater lift stations and avoid catastrophic failures. Staff has identified Lift Station 21 (Pioneer Key II) and Lift Station 14 (Lake Olympia) as locations where permanent generators are needed, as these locations experience consistent power failures and are extremely difficult to reach during extreme weather events. Sourcewell is a cooperative purchasing program that the City of Ocoee is a member of. The permanent generators are available for purchase under Sourcewell Contract #09222-CAT at a total cost of \$200,075.00.

Issue:

Should the Honorable Mayor and City Commissioners approve to piggyback the Sourcewell Cooperative Purchasing Contract to purchase generators for Lift Station 21 (Pioneer Key II) and Lift Station 14 (Lake Olympia)?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners authorize the City Manager to purchase generators for Lift Station 21 (Pioneer Key II) and Lift Station 14 (Lake Olympia) from Ring Power CAT utilizing Sourcewell Contract #09222-CAT. Staff also recommends that the City Manager be authorized to approve changes to this contract up to the limit of his purchasing authority for each change order.

Attachments:

1. MB24-149-Ocoee LS 21-30kw
2. MB24-150-Ocoee LS 14 80kw Turnkey
3. 120617-CAT - Pricing Information (1)

Financial Impacts:

None, as this purchase is fully funded by utilizing the remaining funds for Job#P000298A (Generator and Repiping for Palm Drive)

Type of Item: Consent

Your North and Central Florida Caterpillar Dealer

ST. AUGUSTINE
500 World Commerce Prkwy
St. Augustine, FL 32092
904-737-7730

TALLAHASSEE
4752 Capital Circle NW
Tallahassee, FL 32303
850-562-1622

OCALA
6202 N US 301/441
Ocala, FL 34475
352-732-4600

ORLANDO
9901 Ringhaver Dr.
Orlando, FL 32824
407-855-6195

TAMPA
9797 Gibsonton Dr
Riverview, FL 33569
813-671-3700

SALES
SERVICE
PARTS
LEASING
RENTALS
QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT

DATE: 11/7/2024

QUOTATION NO: MB24-149

CUSTOMER NAME: Ocoee

ADDRESS:

CITY/STATE/ZIP: , FL

CONTACT: Bruce C

PHONE:

ESTIMATED SHIPPING LEAD TIME: 30 **weeks-**
changes weekly or depending on stock

SHIPPING VIA/FOB:

ESTIMATED SUBMITTAL LEAD TIME: 12+ Weeks

JOBSITE ADDRESS:

CITY/STATE/ZIP: FL

PROJECT NAME: LS 21

TERMS: Full payment is due from buyer within 10 days of delivery or pickup of the equipment.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Please ensure the quote meets your expectations.		
For your reference, your Sourcewell Member ID is 75029		
One (1) New Caterpillar Diesel Generator – Model 2.2 Rated 30 KW standby at 0.8 PF, 240 Volts, 3 Phase, 4 Wire, 60 Hz at 1800 RPM, with following options:		

Quotation Accepted By: _____ Date: _____ Tax No.: _____

Customer: _____ Salesman's Signature: **Mark Barbarulo**

Mark Barbarulo, EPG Sales. Central Florida

TERMS

- ***This quotation is valid for 30 days. Due to the fluctuating costs associated with key materials such as steel, aluminum, and copper, and other manufacturer delays beyond Ring Power's control, we reserve the right to review quotation pricing at the time of order and again at time of equipment release. If material costs increase by greater than 2%, Ring Power will update our quotation accordingly. We appreciate your understanding during this volatile time and look forward to partnering with you as we work through it together.***
- All quoted prices are subject to change without notice. Those in effect on the date of shipment shall prevail.
- Subject to credit approval.
- Used equipment is subject to prior sale.
- A 25% restocking fee will be assessed for all canceled orders or returned materials.
- No retainage to be withheld. Ring Power Systems is an equipment supplier and is not a sub-contractor. Our terms are Net 10 days.
- No sales tax is included.
- Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
- Ring Power requires a purchase order to secure this sales agreement.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
• Main UL circuit breaker 100-amp • Control panel with safety shutdowns, Engine controls and gauges • Voltage regulator • Governor • PMG excitation • Jacket water heater • Battery charger UL 10 amp • 2 Year / 1000-hour Caterpillar limited warranty • Start up and Commissioning • Includes 4-hour load test • Batteries and cables • Introduction and training to personnel • Freight to customer site • Factory sound steel enclosure • 68-gallon fuel tank 24 hr run at 100% 300 Series, Automatic Open Transition Transfer Switch 104-amp 3 pole N4X - PROVIDE ENGINEERING, PERMIT AND INSPECTION - SITE PREPARATION: - INSTALL CONCRETE PAD (~3'X8') - RIGGING/CRANE NEW GENERATOR - INSTALL NEW 30KW DIESEL GEN 120/240V 3PH - INSTALL NEW 100A ATS 120/240V 3PH - PROVIDE/INSTALL NEW GENERATOR FEEDERS - PROVIDE AND INSTALL NEW STAINLESS STEEL 100A FUSED DISCO - TESTING - FINAL INSPECTION NOTES: - DIESEL FUEL BY OTHERS - BOLLARDS ADDER \$1200 EACH - NO REMOTE ANNUNCIATOR		
Total NET for above		\$87,160.00

Exceptions & Clarifications:

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
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***If video recording any training is necessary, a Ring Power form will need to be signed before any taping is to be performed. ***

NOTE:

*******DUE TO THE VOLATILITY OF THE MATERIALS MARKET, ALL PROJECTS WILL BE RE-PRICED AT TIME OF RELEASE TO PRODUCTION. ANY INCREASE OR DECREASE WILL BE ASSESSED AND APPLIED AT THAT TIME. BASED ON RECENT MATERIAL COSTING, ESTIMATED PRICING ESCALATION IS 10% INCREASE PER MONTH ON ENCLOSURES, TANKS AND GENERATORS.*******

NOTE:

1. The above price includes start-up, testing, and customer training.
2. No fuel is included.
3. No third party testing or NETA testing included and is by others.
4. No sales tax included
5. Training that is to be videotaped, requires Ring Power approval in advance. RPC "Video Recording Agreement" / waiver signed by the customer / end-user in advance. Videographer / Recording Equipment to be provided by others.
6. In some cases the enclosure, tank and exhaust are shipped loose, installation is by others.
7. Work to be done during normal business hours 8am to 4pm.
8. Proposal is based on information supplied by the Customer.
9. Generators that come with an **800 amp breaker** or larger are supplied with buss bar, Lugs are by others.
10. No specifications, drawings, or diagrams were received or reviewed. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.
11. Ring Power will be supplying equipment as described in the attached documentation.
12. For fuel tanks over 550 Gallons, it is the Contractor or Owners responsibility to notify the appropriate State, and/or local regulatory agencies prior to delivery of the fuel storage tank so that it can be inspected prior to fueling. The FDEP Registration form will be provided in the Ring Power Submittal. Per FDEP Breach of Integrity Testing Guidance, tanks will ship from the factory with a vacuum/gauge installed. On-site testing is not included.
13. **Ring Power will not release equipment for production until we have received the signed sales agreement and signed and approved submittal from our customer. This is done to insure that we are providing quality equipment that fits our customer's needs.** If you need any assistance, please contact your sales representative.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
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14. Under no circumstances does Ring Power accept any flow down provisions without specific written agreement between Ring Power and Buyer.

Thank you for considering Ring Power Systems for your generator needs

Mark Barbarulo

Mark Barbarulo

Ring Power Systems, Generator Sales Central Florida,
407-472-6231 Office - 407-857-1592 Fax - 407-383-5840 Cell
Mark.barbarulo@ringpower.com

Your North and Central Florida Caterpillar Dealer

ST. AUGUSTINE
500 World Commerce Prkwy
St. Augustine, FL 32092
904-737-7730

TALLAHASSEE
4752 Capital Circle NW
Tallahassee, FL 32303
850-562-1622

OCALA
6202 N US 301/441
Ocala, FL 34475
352-732-4600

ORLANDO
9901 Ringhaver Dr.
Orlando, FL 32824
407-855-6195

TAMPA
9797 Gibsonton Dr
Riverview, FL 33569
813-671-3700

SALES

SERVICE

PARTS

LEASING

RENTALS

QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT

DATE: 11/7/2024

QUOTATION NO: MB24-150

CUSTOMER NAME: Ocoee

ADDRESS:

CITY/STATE/ZIP: , FL

CONTACT: Bruce C

PHONE:

ESTIMATED SHIPPING LEAD TIME: 30 **weeks-**
changes weekly or depending on stock

SHIPPING VIA/FOB:

ESTIMATED SUBMITTAL LEAD TIME: 12+ Weeks

JOBSITE ADDRESS:

CITY/STATE/ZIP: FL

PROJECT NAME: LS 14

TERMS: Full payment is due from buyer within 10 days of delivery or pickup of the equipment.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Please ensure the quote meets your expectations.		
For your reference, your Sourcewell Member ID is 75029		
One (1) New Caterpillar Diesel Generator – Model 4.4 Rated 80 KW standby at 0.8 PF, 480 Volts, 3 Phase, 4 Wire, 60 Hz at 1800 RPM, with following options:		

Quotation Accepted By: _____ Date: _____ Tax No.: _____

Customer: _____ Salesman's Signature: **Mark Barbarulo**

Mark Barbarulo, EPG Sales. Central Florida

TERMS

- ***This quotation is valid for 30 days. Due to the fluctuating costs associated with key materials such as steel, aluminum, and copper, and other manufacturer delays beyond Ring Power's control, we reserve the right to review quotation pricing at the time of order and again at time of equipment release. If material costs increase by greater than 2%, Ring Power will update our quotation accordingly. We appreciate your understanding during this volatile time and look forward to partnering with you as we work through it together.***
- All quoted prices are subject to change without notice. Those in effect on the date of shipment shall prevail.
- Subject to credit approval.
- Used equipment is subject to prior sale.
- A 25% restocking fee will be assessed for all canceled orders or returned materials.
- No retainage to be withheld. Ring Power Systems is an equipment supplier and is not a sub-contractor. Our terms are Net 10 days.
- No sales tax is included.
- Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
- Ring Power requires a purchase order to secure this sales agreement.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
• Main UL circuit breaker 150-amp • Control panel with safety shutdowns, Engine controls and gauges • Voltage regulator • Governor • PMG excitation • Jacket water heater • Battery charger UL 10 amp • 2 Year / 1000-hour Caterpillar limited warranty • Start up and Commissioning • Includes 4-hour load test • Batteries and cables • Introduction and training to personnel • Freight to customer site • Weatherproof white steel enclosure • 209-gallon fuel tank 24hr at 100% loaded 300 Series, Automatic Open Transition Transfer Switch 200-amp 3 pole N4X - PROVIDE ENGINEERING, PERMIT AND INSPECTION - SITE PREPARATION: - MODIFY EXISTING CONCRETE PAD - RIGGING/CRANE NEW GENERATOR - INSTALL NEW 80KW DIESEL GEN 120/240V 3PH - INSTALL NEW 200A ATS 120/240V 3PH - PROVIDE/INSTALL NEW GENERATOR FEEDERS - PROVIDE AND INSTALL NEW STAINLESS STEEL 200A FUSED DISCO - TESTING - FINAL INSPECTION NOTES: - DIESEL FUEL BY OTHERS - BOLLARDS ADDER \$1200 EACH - NO REMOTE ANNUNCIATOR Total NET for above		\$112,915.00

Exceptions & Clarifications:

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
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***If video recording any training is necessary, a Ring Power form will need to be signed before any taping is to be performed. ***

NOTE:

*******DUE TO THE VOLATILITY OF THE MATERIALS MARKET, ALL PROJECTS WILL BE RE-PRICED AT TIME OF RELEASE TO PRODUCTION. ANY INCREASE OR DECREASE WILL BE ASSESSED AND APPLIED AT THAT TIME. BASED ON RECENT MATERIAL COSTING, ESTIMATED PRICING ESCALATION IS 10% INCREASE PER MONTH ON ENCLOSURES, TANKS AND GENERATORS.*******

NOTE:

1. The above price includes start-up, testing, and customer training.
2. No fuel is included.
3. No third party testing or NETA testing included and is by others.
4. No sales tax included
5. Training that is to be videotaped, requires Ring Power approval in advance. RPC "Video Recording Agreement" / waiver signed by the customer / end-user in advance. Videographer / Recording Equipment to be provided by others.
6. In some cases the enclosure, tank and exhaust are shipped loose, installation is by others.
7. Work to be done during normal business hours 8am to 4pm.
8. Proposal is based on information supplied by the Customer.
9. Generators that come with an **800 amp breaker** or larger are supplied with buss bar, Lugs are by others.
10. No specifications, drawings, or diagrams were received or reviewed. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.
11. Ring Power will be supplying equipment as described in the attached documentation.
12. For fuel tanks over 550 Gallons, it is the Contractor or Owners responsibility to notify the appropriate State, and/or local regulatory agencies prior to delivery of the fuel storage tank so that it can be inspected prior to fueling. The FDEP Registration form will be provided in the Ring Power Submittal. Per FDEP Breach of Integrity Testing Guidance, tanks will ship from the factory with a vacuum/gauge installed. On-site testing is not included.
13. **Ring Power will not release equipment for production until we have received the signed sales agreement and signed and approved submittal from our customer. This is done to insure that we are providing quality equipment that fits our customer's needs.** If you need any assistance, please contact your sales representative.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
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14. Under no circumstances does Ring Power accept any flow down provisions without specific written agreement between Ring Power and Buyer.

Thank you for considering Ring Power Systems for your generator needs

Mark Barbarulo

Mark Barbarulo

Ring Power Systems, Generator Sales Central Florida,
407-472-6231 Office - 407-857-1592 Fax - 407-383-5840 Cell
Mark.barbarulo@ringpower.com

Caterpillar Sourcewell Member Discounts

All Discounts listed are for "Standby Ratings only unless otherwise stated".

Stationary Diesel		List Price Discount
60 HZ, 40 - 60 kW Diesel (Reference the "PSNA-EPG-F_C4.4LCABR" Caterpillar Price List)		
D40 - 40 kW		31%
D50 - 50 kW		31%
D60 - 60 kW		31%
60 HZ, 80 - 100 kW Diesel (Reference the "PSNA-EPG-F_C4.4PGABR" Caterpillar Price List)		
D80 - 80 kW		31%
D100 - 100 kW		31%
60 HZ, 125 - 175 kW Diesel (Reference the "PSNA-EPG-F_C7.1PGABR" Caterpillar Price List)		
D125 - 125 kW		35%
D150 - 150 kW		35%
D175 - 175 kW		35%
D200 - 200 kW		36%
C9, 60 HZ, 200 - 300 kW Diesel (Reference the "PSNA-EPG-F_C9PGAM" Caterpillar Price List)		
200 kW		33%
250 kW		37%
300 kW		37%
C9 GC, 60 HZ, 200 - 300 kW Diesel (Reference the "CP GCABR" Caterpillar Price List)		
250 kW		31%
300 kW		31%
C13, 60 HZ, 350 - 400 kW Diesel (Reference the "PSNA-EPG-F_C13PGAM" Caterpillar Price List)		
350 kW		37%
400 kW		37%
C13 GC, 60 HZ, 350 - 400 kW Diesel (Reference the "C13 GCABR" & "C13 GCAM" Caterpillar Price List)		
350 kW		31%
400 kW		31%
C15, 60 HZ, 350 - 500 kW Diesel (Reference the "PSNA-EPG-F_C15PGAM" Caterpillar Price List)		
350 kW		37%
400 kW		37%
450 kW		37%
500 kW		37%
C15 GC, 60 HZ, 350 - 500 kW Diesel (Reference the "C15 GCABR" & "C15 GCAM" Caterpillar Price List)		
350 kW		31%
400 kW		31%
450 kW		31%
500 kW		31%
C18, 60 HZ, 550 - 750 kW Diesel (Reference the "PSNA-EPG-F_C18PGAM" Caterpillar Price List)		
550 kW		37%
600 kW		37%
650 kW		33%
700 kW		33%
750 kW		33%
C18 GC, 60 HZ, 550 - 600 kW Diesel (Reference the "C18 GCAM" Caterpillar Price List)		
550 kW		31%
600 kW		31%
C18, 60 HZ, EPA Tier 4f, - 455 KW Diesel (Reference the "PSNA-EPG-F_C18PKAM" Caterpillar Price List)		
455 kW Prime Power		20%
500 kW		20%
C27, 60 HZ, 750 - 800 kW Diesel (Reference the "PSNA-EPG-F_C27PGBG" Caterpillar Price List)		
750 kW		34%
800 kW		34%
C32, 60 HZ, 1000 - 1250 kW Diesel (Reference the "PSNA-EPG-F_C32PGDG" Caterpillar Price List)		
1000 kW		34%
1250 kW		34%
3512C, 60 HZ, 1500 - 1750 kW Diesel		
(EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)		

(Reference the "PSNA-EPG-F_3512PGFL" Caterpillar Price List)	
1500 kW	37%
1750 kW	35%
3516C/3516E, 60 HZ, 2000 - 2750 kW Diesel (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use) (Reference the "PSNA-EPG-F_3516PGFL" Caterpillar Price List)	
2000 kW	40%
2500 kW	38%
2750 kW	34%
3516C-HD, 60 HZ, 2000 - 2500 kW Diesel (EPA Tier 4) (Reference the "PSNA-EPG-F_3516PGFL" Caterpillar Price List)	
2000 kW	19%
2500 kW	19%
C175-16, 60 HZ, 3000 kW Diesel (EPA Tier 2 for Mobile and Stationary Use) (Reference the "C175-PGAL" Caterpillar Price List)	
3000 kW	30%
C175-16, 60 HZ, 3000 kW Diesel (EPA Tier 4) (Reference the "C175-PGAL" Caterpillar Price List)	
3000 kW	19%
C175-20, 60 HZ, 4000 kW Diesel (EPA Tier 2 for Mobile and Stationary Use) (Reference the "C175-PGAL" Caterpillar Price List)	
4000 kW	24%
Stationary Natural Gas (Select LP Vapor Options with Derates)	
50 - 60 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G80PGAM" Caterpillar Price List)	
DG50 - 50 kW	31%
DG60 - 60 kW	31%
DG80 - 80 kW	31%
100 - 150 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G150PGAM" Caterpillar Price List)	
DG100 - 100 kW	35%
DG125 - 125 kW	35%
DG150 - 150 kW	35%
175 - 300 kW Olympian Natural Gas (Reference the "PSNA-EPG-F_GASOLYGN" Caterpillar Price List)	
G175 - 175 kW	26%
G200 - 200 kW	26%
G230 - 230 kW	26%
G250 - 250 kW	26%
G275 - 275 kW	26%
G300 - 300 kW	26%
175 - 300 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-G14.2 PGAN" Caterpillar Price List)	
DG175 - 175 kW	26%
DG200 - 200 kW	26%
DG230 - 230 kW	26%
DG250 - 250 kW	26%
DG275 - 275 kW	26%
DG300 - 300 kW	26%
300 - 450 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-G21.9 PGAN" Caterpillar Price List)	
DG350 - 350 kW	26%
DG400 - 400 kW	26%
DG450 - 450 kW	26%
G3412, 60 HZ, 375 - 500 kW Natural Gas (Reference the "PSNA-EPG-F_G3412PGG" Caterpillar Price List)	
375 kW	20%
450 kW	26%
500 kW	26%
G3512 60 HZ, 750 - 1000 kW Natural Gas (Reference the "PSNA-EPG-F_G3512NL" Caterpillar Price List)	
750 kW	17%
1000 kW	17%
G3516 60 HZ, 750 - 1000 kW Natural Gas, Landfill Gas, & Biogas (Ratings Depend on Selection) (Reference the "PSNA-EPG-F_G3516AEPL" Caterpillar Price List)	
All Ratings	17%
Caterpillar: Confidential Green	
G3516C 60 HZ, 1500 kW Natural Gas	

(Reference the "PSNA-EPG-F_G3516CTPL" Caterpillar Price List)	
1500 kW	17%
G3516H 60 HZ, 1966 kW Natural Gas	
(Reference the "PSNA-EPG-F_G3516HNL" Caterpillar Price List)	
1966 kW	17%
G3520H 60 HZ, 2469 kW Natural Gas	
(Reference the "PSNA-EPG-F_G3520HNL" Caterpillar Price List)	
2469 kW	17%
G3520C 60 HZ, 1600 - 2055 kW Natural Gas	
(Reference the "PSNA-EPG-F_G3520CPGL" Caterpillar Price List)	
1600 kW	17%
2055 kW	17%
CG132, CG170, CG260 (custom)	
Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets.	
Each quote is custom for the specific application.	
However, members will receive a 15% discount off of the configured list price from each member's local dealer.	
15%	
Mobile Diesel (With Trailers)	
XQ35, 60 HZ, 35 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ35BM" Caterpillar Price List)	
27 kW Prime Power	23%
30 kW	23%
XQ60, 60 HZ, 59 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ60BM" Caterpillar Price List)	
48 kW Prime Power	23%
XQ125, 60 HZ, 125 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ125BM" Caterpillar Price List)	
100 kW Prime Power	23%
110 kW	23%
XQ230, 60 HZ, 230 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ230BM" Caterpillar Price List)	
200 kW Prime Power	23%
XQ425, 60 HZ, 425 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ425BM" Caterpillar Price List)	
340 kW Prime Power	23%
XQ570, 60 HZ, 570 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ570BG" Caterpillar Price List)	
455 kW Prime Power	23%
Control Panels, Switchgear, Automatic Transfer Switches	
Switchgear (customizable)	
Due to the customization and plethora of options, it is not feasible to provide a paper price list for Cat switchgear.	
However, members will receive a 12% discount off of the configured list price from each member's local dealer.	
12%	
Epic (Reference the "PSNA-EPG-F_CATEPICG" Price List)	
Epic - Master Control Panel	10%
Epic - Generator Control Panel	10%
Epic - Utility Control Panel	10%
Supervisory Control Panel (Reference the "PSNA-EPG-F_CATSCPN" Price List)	
EMCP 4.4 SCP	10%
ATS (AUTOMATIC TRANSFER SWITCHES) (Reference the "ATS NJPA Pricing 11-29-17" Price List)	
235 ATS's Available	20%



Meeting Date: December 3, 2024
Item #: 13

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval to Redesign the Return Activated Sludge Manifold Station at the City of Ocoee Wastewater Treatment Plant. (Acting Utilities Director Bolling)

Background Summary:

The approved City of Ocoee budget for Fiscal Year 2023-2024 includes funding in the amount of \$165,000.00 to redesign the Return Activated Sludge (RAS) Manifold Station at the Wastewater Treatment Plant (WWTP). The RAS Manifold Station is a critical component of the wastewater treatment process. It is used for microorganism management during the treatment process and is necessary to achieve treatment levels required by FDEP and for reclaimed water production. The redesign of the RAS Manifold Station will allow for more precise control of the WWTP process, which is essential to meet the FDEP treatment requirements as wastewater flows increase.

Staff reached out to Process Control Services LLC, who is the approved sole provider for instrumentation & repair of SCADA Systems, and they provided a quote of \$137,334.00 for this project.

Issue:

Should the Honorable Mayor and City Commissioners approve to contract Process Control Services to redesign the RAS Manifold Station at the WWTP?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners authorize the City Manager to contract Process Control Services to redesign the RAS Manifold Station at the WWTP at a cost of \$137,334.00. Staff also recommends that the City Manager be authorized to approve changes to this contract up to the limit of his purchasing authority for each change order.

Attachments:

1. RAS panel

Financial Impacts:

None, as this project is fully funded.

Type of Item: Consent

Process Control Services LLC

**1205 Pinewood Lane
Ocoee FL, 34761
407.252.5033**

SCOPE OF SUPPLY

Date: 11/13/24

Project: WWTP RAS control panel

Customer: Trent Hopper

In accordance with the attached Terms and Conditions, Process Control Services LLC is pleased to offer the following materials/services for the above referenced project. While our complete offering is detailed in this submission, purchase orders directly to manufacturers may be required when ordering.

Provide and install new RAS control panel as described below.

- **Triplex RAS Control Panel 480 Vac 3 phase**
 - Nema 3R 304 SS gasketed enclosure with inner doors, back panel and leg kit, and 3-point latch
 - Enclosure air conditioner, Nema 4X 304 SS
 - Surge arrestor 480 Vac
 - Phase monitor with fuses
 - (3) Circuit breaker sized for 15 HP, 480VAC. 3 phase, Pump motor
 - (3) VFD's Danfoss sized for 15HP, 480VAC, 3 phase Pump motor, with extended 72-month warranty
 - (2) 20 Amp 3 Pole Circuit Breaker for RAS/WAS valve power
 - Control power transformer with primary and secondary fuses
 - Surge arrestor 120 Vac
 - 120 Vac control circuit breakers
 - (5) 3 Position selector switches Hand-Off-Auto (Pump 1, Pump 2, Pump 3, WAS Valve, RAS Valve)
 - (5) Green Pilot lights (Pumps 1,2 and 3 Running), (WAS Valve Open, RAS Valve Open)
 - (5) Red Pilot lights (Pumps 1,2 and 3 Failure), (WAS Valve Closed, RAS Valve Closed)

Process Control Services LLC

1205 Pinewood Lane

Ocoee FL, 34761

407.252.5033

- (3) Run Time meters
- PLC, Allen Bradley CompactLogix
- (2) Ethernet Radios
- (AR) I/O modules, Allen Bradley
- Operator interface, 12" color touchscreen
- GFI receptacle
- DC power supply
- UPS, 1000 Va.
- Vent drain
- Misc. panel components, nameplates, wire duct, terminals, etc.
- UL listing
- Programming of RAS PLC and VT SCADA

PRICE, DELIVERY AND TERMS OF OFFERING

Prices submitted are for equipment/services specifically listed within this Scope of Supply which constitute our complete offering; Sections may be referenced for identification and clarification only and **does not imply the Section is offered in its entirety.**

PRICE: \$137,334.00 **TAX if applicable.** FOB factory with freight allowed to jobsite, shipped via standard commercial carrier.

DELIVERY: 12-14 weeks after complete and acceptable approval is received.

Process Control Services LLC

1205 Pinewood Lane

Ocoee FL, 34761

407.252.5033

SUBMITTAL FOR APPROVAL: 4-6 weeks after acceptable purchase Agreement is received.

TERMS OF PAYMENT

Based on initial and continuing credit approval by Process Control Services LLC., the following payment terms apply:

- Net 30
- NO HOLDBACK (RETAINAGE) provision is offered or allowed

Thank you for the opportunity to offer this Scope of Supply, questions and/or comments regarding this offering should be directed to the salesperson whose name is affixed to the Scope of Supply.

Wade Mathis

407-252-5033

Wadematthis@gmail.com



Meeting Date: December 3, 2024
Item #: 14

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval of the Indemnification Agreement with DKC Ocoee Village Center SE, LLC, for the Southeast Commercial Development Water Infrastructure. (Acting Utilities Director Bolling)

Background Summary:

The Southeast (SE) Commercial Development (Tract NC2) at Ocoee Village Center, owned and developed by DKC Ocoee Village Center SE, LLC (DKC), is located on the south side of Clarcona Ocoee Road and east of N. Lakewood Avenue. The water meter assemblies (meter, backflow, etc.) for this project were not constructed in conformance with City Standards and site conditions would require extensive modifications, as well as the loss of parking spaces, to address the deficiencies. Staff worked with DKC and the City Attorney to address this issue. An Indemnification Agreement has been prepared by the City Attorney holding the City harmless for any and all damages and assigning responsibility to DKC for any and all repair costs for both the assemblies and the City-owned portion of the water main extending to this property.

Issue:

Should the Honorable Mayor and City Commissioners approve the Indemnification Agreement with DKC Ocoee Village Center SE, LLC, for the water meter assemblies and the City-owned water main extending to the SE Commercial Development?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve the Indemnification Agreement with DKC Ocoee Village Center SE, LLC for the water meter assemblies and the City-owned water main extending to the SE Commercial Development.

Attachments:

1. Indemnification Agreement

Financial Impacts:

None.

Type of Item: Consent

After recording, please return to:
Fishback Dominick, LLP
Attn: JJ Johnson
1947 Lee Road
Winter Park, Florida 32789

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (this "Agreement") is made this ____ day of November, 2024, between the City of Ocoee, a municipal corporation, whose address is 1 North Bluford Avenue, Ocoee, Florida 34761 (hereinafter referred to as "City") and DKC OCOEE VILLAGE CENTER SE, LLC, a Florida limited liability company, whose address is 431 Fairway Drive, Suite 201, Deerfield Beach, Florida 33441 (hereinafter referred to as "DKC").

WHEREAS, DKC is the fee simple owner of the real property located in the City of Ocoee, Orange County, Florida as more particularly described on Exhibit "A" attached to and incorporated into this Agreement by reference (the "DKC Property"); and

WHEREAS, in conjunction with DKC's development of the DKC Property, the curbing of the parking lot constructed by DKC fails to meet City standards as the installed curbing does not have sufficient separation from the City's water meter assemblies (meter, backflow, piping, etc.) as more particularly shown on Exhibit "B" attached to and incorporated into this Agreement by reference (the "Water Meter Assemblies"); and

WHEREAS, the City requires DKC to enter into this Agreement as a condition of the City's approval of the DKC Property for a Certificate of Completion and a Certificate of Occupancy.

NOW THEREFORE, in consideration of the above and the mutual covenants and commitments contained herein, the parties hereto agree as follows:

1. DKC, its successor and assigns as owner of the DKC Property, agree to indemnify, defend and hold harmless the City and its elected and appointed officials, agents, officers, representatives, and employees (collectively the "Indemnified Parties") from any and all damages, liabilities, losses, costs, expenses caused by DKC as owner of the DKC Property, and its tenants, occupants, employees, customers, invitees, guests, contractors, agents, or any other person entering onto the DKC Property, to the Water Meter Assembly or any water main breaks north of the 6" TEES from the water transmission main along 2nd Avenue. If the City determines that DKC's activities have damaged the Water Meter Assembly in any way or there is a water main break, DKC shall immediately remedy the matter at DKC's expense and to the City's standards. If due to DKC not immediately remedying the situation, the City may elect to remedy the matter at the DKC's expense for all City labor, material, and equipment.

2. This Agreement constitutes the final understanding between the parties with respect to its subject matter and supersedes any other agreements, negotiations, promises, or representations by or between the parties, and is governed by the laws of the State of Florida.

3. This Agreement and the covenants, rights, and obligations granted, created, and declared in this Agreement shall run with the title to the DKC Property and bind the successor owner thereof, and inure to the benefit of and be enforced by the City and its successors, assigns, and designees.

4. No modification to this Agreement shall be effective unless in writing and executed by the parties. No waiver of any provision of this Agreement shall be effective unless in writing and executed by the party against whom it is asserted. Any 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 provided in writing. Failure to enforce a right under this Agreement shall not be deemed a waiver of such right.

5. DKC acknowledges that they have carefully read this Agreement, understand its contents, have had the opportunity to consult an attorney, and have entered into the Agreement voluntarily and with full knowledge of its significance.

6. If any provision, term, paragraph, subparagraph, clause, or sentence of this Agreement is deemed void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect unless such would frustrate the purpose of this Agreement.

7. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes, by the City.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year last executed by the parties.

CITY:

City of Ocoee, a Florida municipal corporation

WITNESSES:

Name: _____

By: _____

Rusty Johnson, Mayor

Address: 1 N. Bluford Ave, Ocoee, FL34761

Name: _____

Attest: _____

Melanie Sibbitt, City Clerk

Address: 1 N. Bluford Ave, Ocoee, FL34761

(SEAL)

Approved by the City of Ocoee
Commission at a meeting held on

_____, _____,
under agenda item no. _____

For use and reliance only by
The City of Ocoee, Florida;
Approved as to form and
Legality this ____ day of
_____, 20____.

Fishback Dominick

By: _____

Richard Geller, City Attorney

WITNESSES:

Name: Shirley Williams
Bernice T. Williams
Address: 431 Fairway Dr. #201
Deerfield Beach, FL 33441

Name: Devila E Francis
DEVILA E FRANCIS
Address: 431 Fairway Dr #201
Deerfield Beach, FL 33441

DKC:

DKC Ocoee Village Center SE, LLC, a Florida
limited liability company

By: _____

Name: David Coppa

Title: Chief Executive Officer

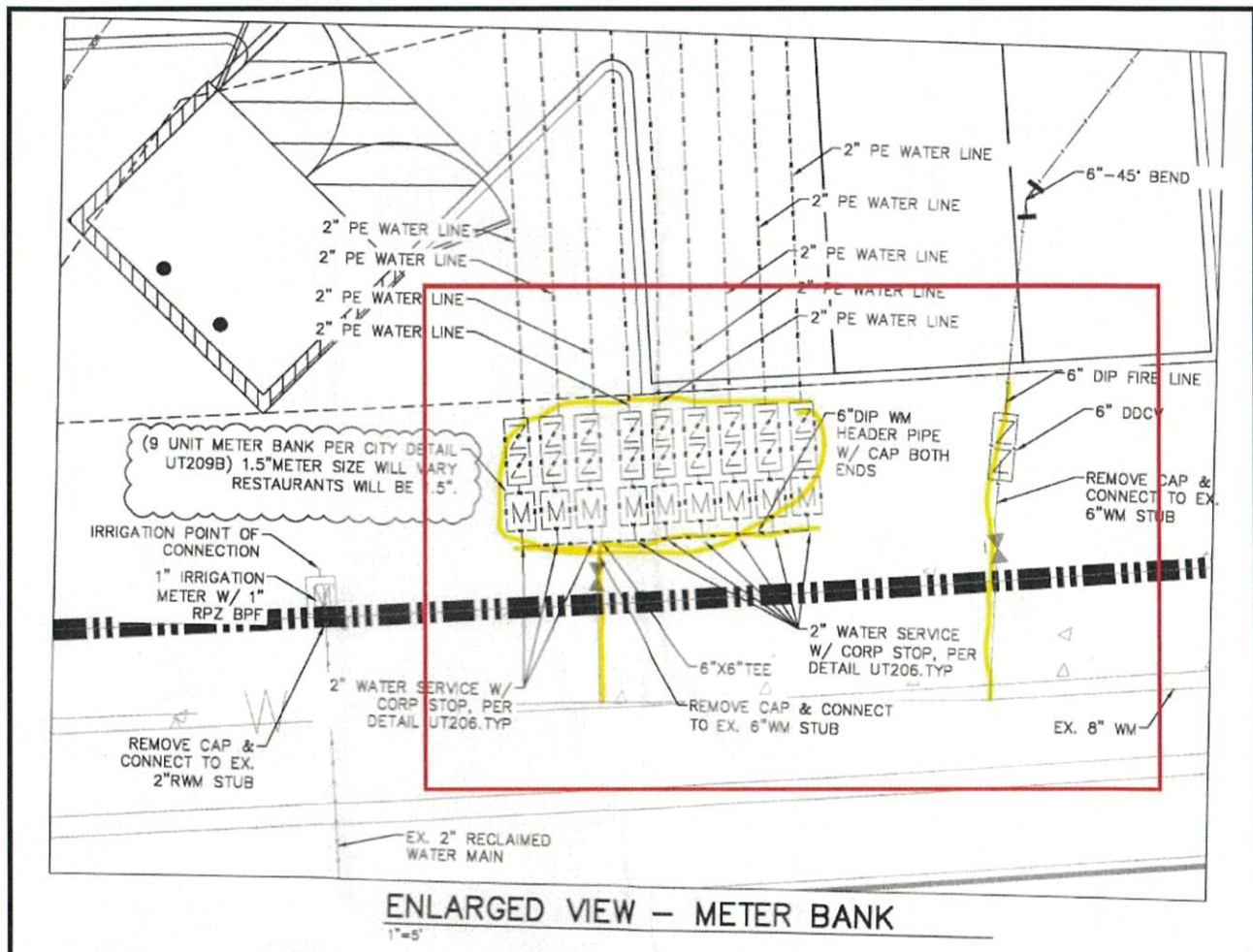
EXHIBIT "A"

Legal Description of DKC Property

The Land referred to herein below is situated in the County of Orange, State of Florida, and is described as follows:

TRACT NC2, OCOEE VILLAGE CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 110, PAGE 80, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

EXHIBIT "B"



STAFF REPORT

Meeting Date: December 3, 2024
Item #: 15

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval to Piggyback City of Zephyrhills Contract to Rehabilitate City of Ocoee Lift Station #34 (Lake Bennet Center). (Acting Utilities Director Bolling)

Background Summary:

As part of the approved City of Ocoee budget for Fiscal Year 2024-2025, the Wastewater Facilities Repair & Replacement (R&R) includes the funds to rehabilitate the wet well at Lift Station #34 (Lake Bennet Center) in the amount of \$40,800.00. Staff identified additional hurricane resilience infrastructure improvements not included under the initial rehabilitation scope that could be completed in the most cost-effective manner if combined with this rehabilitation.

Staff reached out to RCM Utilities and Cathcart Construction for quotes to rehabilitate Lift Station #34. Cathcart Construction provided a quote for \$189,705.00 and RCM Utilities provided a quote of \$54,251.82 for the same scope of work. RCM Utilities is currently under contract with the City of Zephyrhills for "Water & Wastewater Miscellaneous Construction/Maintenance Service", providing for the opportunity to piggyback on this contract.

Issue:

Should the Honorable Mayor and City Commissioners approve to piggyback the City of Zephyrhills Contract 41-19-30C to rehabilitate Lift Station #34 (Lake Bennet Center)?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners authorize the City Manager to cause the rehabilitation of Lift Station #34 (Lake Bennet Center) by utilizing the City of Zephyrhills Contract 41-19-30C. Staff also recommends that the City Manager be authorized to approve changes to this contract up to the limit of his purchasing authority for each change order.

Attachments:

1. RCM Estimate
2. City of Zephyrhills Agreement
3. RFP & Contract Number Email Clarification
4. Ocoee Lift Station #34 Rehab - Proposal

Financial Impacts:

None, as this will be funded using the Wastewater Facilities Repair & Replacement Fund.

City of Ocoee ▪ 1 N. Bluford Avenue ▪ Ocoee, Florida 34761
Phone: (407) 905-3100 ▪ www.ocoe.org

Type of Item: Consent



RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com

Estimate 21438422
Estimate Date 10/3/2024

Billing Address
City Of Ocoee
1 Bluford Ave
Ocoee, FL 34761 United States

Job Address
Lift Station 34 Mechanical
Rehabilitation
1 Bluford ave
Ocoee, FL 34761 United States

Description of work

Lift Station 34 Mechanical Rehab

RCM Utilities to furnish materials, labor, and equipment for the following scope of supply:

Wet Well

- Supply, install, and maintain duplex bypass pumping system with auto dialer alarm box.
- Remove existing base elbows, piping and valving from the wet well floor to the existing discharge piping.
- New (2ct.) 316 stainless steel base elbow base plates.
- New (2ct.) 4" base elbow.
- New guide rail brackets and guide rails
- New 4" HDPE DR11 green strip piping from the new base elbows to the check valves in the valve box.
- 316 stainless steel cross brace to be installed on HDPE risers.
- Install (1ct.) SEWPERCOAT wet well lining system. Pure fused calcium aluminate mortar technology. 15,000 PSI and 10 year product defect warranty.

Valve Vault

- Valve box to be piped in a two-in/two-out configuration.
- New (2ct.) 4" flange check valves.
- New (2ct.) 4" flange plug valve with op nut.

Pump Off

- New (1ct.) tee to be installed between check valve.
- New (1ct.) 4" flange plug valve with op nut for pump off isolation.
- New (1ct.) 4" Kam Lok adapter with dust cap.
- Valve box interior to be coated with coal tar epoxy.

NOTES

- RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installation.
- Site restoration will be backfill and compact only, all sod, seed, mulch, rock, and/or landscaping by others.

Service #	Description	Quantity	Your Price	Total
LSR	Mechanical Lift Station Rehab	1.00	\$41,519.62	\$41,519.62
Sewpercoat:Sewpercoat - Service	Sewpercoat: wet well lining system	1.00	\$12,732.20	\$12,732.20

Sub-Total	\$54,251.82
Tax	\$0.00
Total Due	\$54,251.82
Deposit/Downpayment	\$0.00

A service charge of 4% will be applied to all credit card purchases. For your convenience, customers may avoid this extra fee by paying with cash or a check. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

ESTIMATE IS VALID FOR 30 DAYS

ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES.

- DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. RCM HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in

performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.

Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.

2. **Warranty.** The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality.

3. **Payment.** The Contractor will invoice the Owner in accordance with the schedule set forth above or, if no terms are set forth above, monthly for work performed during each calendar month. The Owner agrees that there shall be no retainage except as set forth in the schedule above. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

4. **Time.** The Contractor shall achieve substantial completion of the work within a commercially reasonable time. At the Owner's request, the Contractor shall submit for information a construction schedule for the work, and the Contractor shall revise the schedule at appropriate intervals as required by the conditions of the work. Schedule information set forth above are estimates. The Contractor shall not be responsible for delays caused by circumstances outside the control of the Contractor.

5. **Permits and Approvals.** The Contractor shall secure and pay for the building permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work. This responsibility is limited to building permits and, for the avoidance of doubt, does not extend to land use approvals, environmental permits, consumptive use permits, or other governmental approvals outside of building permits.

6. **Contract Documents.** Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor's warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.

7. **Termination.** The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, it may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.

8. **Governing Law; Venue; Attorney Fees.** This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees from the other party.

9. **Assignment; Subcontractors.** This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner's rights and obligations under the Contract.

10. **Hazards.** The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.

11. **Insurance; Beneficiaries.** The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.

12. **Consequential Damages.** The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business

and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.

13. Entire Agreement; Modifications. This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.

14. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES. 15. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

Approved By: _____ Date: _____

RENEWAL OF AGREEMENT FOR RCM UTILITIES 41-19-30C

THIS AGREEMENT made and entered into effective 8 day of August, 2022, by and between the **CITY OF ZEPHYRHILLS**, a political subdivision of the State of Florida, hereinafter referred to as "CITY" and **RCM Utilities**, a Florida corporation, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the CITY is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the City of Zephyrhills; and

WHEREAS, the CITY and CONTRACTOR entered into an Agreement for Water& Wastewater Miscellaneous Construction/ Maintenance Services in a manner satisfactory to the CITY; and

WHEREAS, the Agreement provided for a three (3) year Term commencing August 12, 2019, and ending August 11, 2022, provided for one (1), three (3) year renewal, upon written agreement by the parties, and the parties are desirous of extending the existing Agreement.

NOW THEREFORE, in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expresses, it is agreed as follows:

1. **THAT** the Agreement for Water& Wastewater Miscellaneous Construction/ Maintenance Services dated August 12, 2019, will exercise the three (3) year renewal option through August 11, 2025.
2. **THAT** all remaining terms, provisions, and conditions, including terms for payment, of the Agreement for Water& Wastewater Miscellaneous Construction/ Maintenance Services dated August 12, 2019 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and date first written above.

CITY OF ZEPHYRHILLS

By: 
Jodi Wilkeson, Council President

August 8, 2022

Date

ATTEST:


Lori L. Hillman, City Clerk

COMPANY NAME

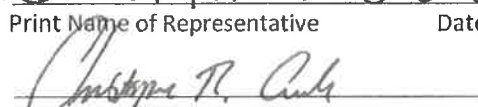
RCM Utilities, LLC

By:

Christopher R Creech 7/26/22

Print Name of Representative

Date


Signature of Representative

ATTEST:


Corporate Secretary

CITY OF ZEPHYRHILLS

Water & Wastewater Miscellaneous Construction/Maintenance Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 12th day of August, 2019 by and between the **CITY OF ZEPHYRHILLS**, a Florida municipal corporation, having its principal office at 5335 8th Street, Zephyrhills, FL 33542 ("City") and **RCM Utilities**, a corporation organized and authorized to do business in the State of Florida, having its principal office at **100 West Mills Avenue, Eustis, FL 32726** ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

ARTICLE 1 – RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 The following documents, collectively referred to as the "Contract Documents", are incorporated into and made part of this Agreement:

2.1.1 RFP 35-19-01, Water & Wastewater Construction/Maintenance Services "Exhibit A";

2.1.2 Contractor's response to Item 2.1.1, attached hereto as "Exhibit B";

ARTICLE 3 – TERM OF AGREEMENT

 3.1 Subject to authorized adjustments, the Term of this Agreement shall have an initial term of three (3) years with an option to renew for an additional three (3) year term..

3.2 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform Services or any portion thereof, the City may request that the Contractor, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of the Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

ARTICLE 4 – COMPENSATION

4.1 Compensation for services shall be as per outlined in Contractors response their response, attached as Exhibit B. The City would prefer payment made via City's credit card.

ARTICLE 5 – SCOPE OF SERVICES

5.1 Contractor shall provide all labor, supervision, materials, equipment, tools, services, monitoring and expertise necessary for the completion of Services, in accordance with the specifications, terms and conditions contained in the Contract Documents. Contractor shall perform the Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 This contract has been enhanced to include other City services as required, i.e., storm water or other related public works projects as awarded by the City Council.

5.3 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) All personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) The person executing this Agreement on behalf of the Contractor is duly authorized to execute same and fully bind Contractor as a party to this Agreement.

5.4 Contractor agrees and understands that: (i) any and all subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to, or use of subcontractors for any of the work related to this Agreement, shall be borne solely by Contractor.

5.5 Contractor warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

5.6 The Services shall be completed by the Contractor to the satisfaction of the City. The City shall make decisions on all claims regarding interpretation of the Agreement and on all other matters relating to the execution, progress and quality of the Services.

ARTICIAL 6 – CITY’S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon fifteen (15) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 – INDEPENDENT CONTRACTOR

7.1 Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, not be entitled to, any rights or benefits under the Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City.

Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering services to the City under this Agreement.

ARTICLE 8 – CONFLICTS OF INTEREST

8.1 The Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

8.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly with Contractor. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 9 – DEFAULT

9.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligation hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within ten (10) business days after receiving Notice of Default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

ARTICLE 10 – NOTICES

10.1 All notices, demands, correspondence and communication between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when delivered by personal service, faxed, or dispatched by mail or certified mail, addressed as follows:

To CONTRACTOR:

RCM Utilities
100 West Mills Avenue
Eustis, FL 32726

To CITY:

City of Zephyrhills
ATTN: City Manager
5335 8th Street
Zephyrhills, Florida 33542

And,

City of Zephyrhills
ATTN: City Attorney
5335 8th Street
Zephyrhills, Florida 33542

10.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

10.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

ARTICLE 11 – PUBLIC RECORDS

11.1 IF THE CONSULTANT/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK, CITY OF ZEPHYRHILLS, 5335 EIGHTH STREET, ZEPHYRHILLS, FLORIDA 33542.

ARTICLE 12 – INDEMNIFICATION

12.1 Contractor/Vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor/Vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. *Contractor/Vendor* recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor/Vendor of its liability and obligation to

defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

ARTICLE 13 – INSURANCE

Insurance. Contractor/Vendor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$ 1,000,000 (this could be \$2,000,000 depending on the amount of the contract) Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by Contractor/Vendor as required herein shall be considered, and Contractor/Vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Contractor/Vendor as required herein.

Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

Builders' Risk — If this Contract includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e. Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or \$25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

ARTICLE 14 – FORCE MAJEURE

14.1 A “Force Majeure Event” shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Even, the tme for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event.

The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

ARTICLE 15 – MISCELLANEOUS PROVISIONS

15.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

15.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

15.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to confirm with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

15.4 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

15.5 The City is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

15.6 This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments hereto shall be binding on either Party unless in writing and signed by both Parties.

15.7 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Pasco County, Florida.

15.8 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three (3) years after final payment is made under this Agreement.

15.9 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

15.10 The professional services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

15.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

15.12 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

15.13 All other terms and conditions set forth in the Contract Documents which have not been modified by this Agreement, shall remain in full force and effect.

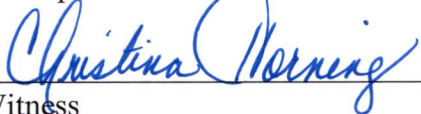
15.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

15.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

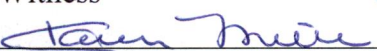
IN WITNESS WHEREOF, the parties have executed this agreement on the day written above.

Signed, Sealed and Delivered

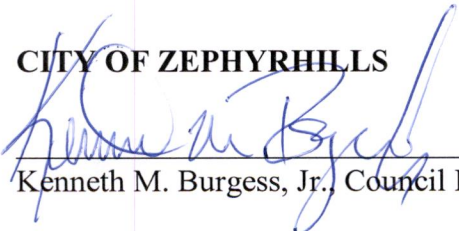
In the presence of:



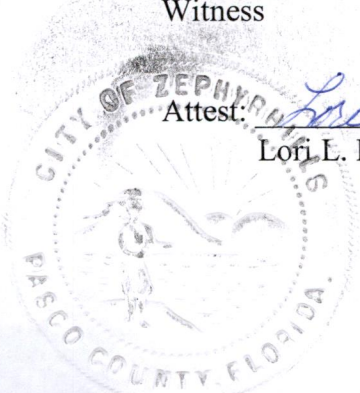
Witness



Witness

CITY OF ZEPHYRHILLS


Kenneth M. Burgess, Jr., Council President


Attest: 

Lori L. Hillman, City Clerk

Signed, Sealed and Delivered
In the presence of:

John C. Riggs
Witness John C. Riggs
Melissa Moss
Witness Melissa Moss

RCM UTILITIES

By: Christopher R. Creech
Name: Christopher R. Creech
Title: Manager



REQUEST FOR PROPOSAL

Response Acknowledgement

SUBMIT BID RESPONSE TO:

CITY OF ZEPHYRHILLS
ATTN: PURCHASING DEPT
5335 8TH STREET
ZEPHYRHILLS, FL 33542

PURCHASING AGENT: Karen Miller

Phone: 813-780-0000 x3536

Email: Purchasing1@ci.zephyrhills.fl.us

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT

#85-8012740166C-4

FEDERAL IDENTIFICATION NUMBER

#59-6000455

BID/PROPOSAL DOCUMENTS MAY BE OBTAINED AT:

BidNet Direct, <https://www.bidnetdirect.com/>

City of Zephyrhills-City Hall-Purchasing, 5335 8th Street, Zephyrhills, Florida 33542

BID/PROPOSAL NUMBER	DISTRIBUTION DATE	BID/PROPOSAL TITLE	BID/PROPOSAL RESPONSES OPENING DATE/TIME
35-19-01	June 21, 2019	Water & Wastewater Misc Construction/Maintenance Services	Friday -July 26, 2019 - 3 PM

PRE CONFERENCE DATE/TIME/LOCATION ☒ Strongly Recommended ☐ None

DATE: Friday - June 28, 2019

TIME: 10:00 AM

City of Zephyrhills City Hall Council Chambers, 5335 8th Street, Zephyrhills, FL

RESPONSES RECEIVED AFTER ABOVE
DATE AND TIME
WILL NOT BE ACCEPTED

VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM, NOTARIZED. FORM IS REQUIRED.

RESPONDER'S NAME/ADDRESS:

If returning as a "NO" state reason:

TELEPHONE NUMBER:

EMAIL ADDRESS:

I certify this Response is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills the Responder offers and agrees that if this Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Zephyrhills. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Company.

FEDERAL EMPLOYER ID NUMBER OR SS NUMBER:

AUTHORIZED SIGNATURE

PRINTED NAME/TITLE

THIS FORM MUST BE NOTARIZED BELOW

Sworn to and subscribed to me this ____ day of _____, 2019

Personally known: ☐ Or produced identification: ☐

Type of ID: _____

Notary Signature

State

My commission expires: _____

AFFIX NOTARY STAMP BELOW

BONDS

THE CITY OF ZEPHYRHILLS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY RESPONSE/PROPOSAL AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL VENDORS MUST SUBMIT A COMPLETED W-9 FORM.

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**City of Zephyrhills
RFP Response Form**

PROJECT IDENTIFICATION NUMBER: 35-19-01

PROJECT NAME: Water & Wastewater Miscellaneous Construction Services

RFP DEADLINE: July 26, 2019 by 3 PM

The undersigned, hereby declares that no person or other persons other than the undersigned are interested in this RFP, as Principal, and this response to request for proposal is made without collusion with others; and that we have carefully read and examined the specifications, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby proposed and agree to furnish this service according to the requirements set out in the specifications for said purchase and service.

Federal Employer Identification Number: _____

Required Documents:

- | | |
|---|--|
| ☐ RFP Acceptance | ☐ RFP Cover Response Form |
| ☐ Drug Free Workplace Form | ☐ Firm Data Sheet |
| ☐ Non-Collusive Affidavit | ☐ Firm Data Sheet-Sub Consultant |
| ☐ Public Entity Crimes | ☐ Fee Proposal Form |
| ☐ Addenda Receipt Acknowledgement | ☐ TAB 1-Licenses |
| ☐ E-Verify | ☐ TAB 2-Resume |
| ☐ TAB 3-References | ☐ TAB 4-Office Location |
| ☐ TAB 5-Equipment List | |

FIRM NAME: _____

SUBMITTER'S NAME/TITLE: _____

ADDRESS: _____

TELEPHONE NUMBER _____ FAX _____

EMAIL ADDRESS _____

Firm Representative Signature: _____ **Date** _____

Notary or Corporate

SECTION 1

1.0 INTRODUCTION TO REQUEST FOR PROPOSALS

- 1.1 Invitation: The City of Zephyrhills (the "City"), invites responses ("Responses") which offer to provide the services described in Section 2.0: "Scope of Services."

- 1.2 Agreement Terms and Conditions: The Proposer(s) selected to provide the service(s) requested herein (the "Successful Proposer(s)") shall be required to execute an Agreement with the City. In the event that the proposer to whom the contract is awarded does not execute a contract within **thirty (30) days** after such award, the City of Zephyrhills may give notice to such proposer of intent to award the contract to the next ranked proposer, or to call for new proposals.

After a contract is signed, failure to comply with any of the terms and conditions of this RFP by the awarded firm will be cause for termination of the **"Water & Wastewater Miscellaneous Construction Services"**.

- 1.3 Additional Information or Clarification: Requests for additional information or clarifications must be made in writing and Proposers may e-mail their requests for additional information or clarifications in accordance with Article 1.4 **Cone of Silence**. The cone of silence is applied to all communications concerning any bid, RFP and/or RFQ before intent to award is issued. All communications are to be directed to the Purchasing Agent, Karen Miller at purchasing1@ci.zephyrhills.fl.us. Any request for additional information or clarification must be received in writing **no later than Friday, July 19, 2019 by 3:00 PM**.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Response Submission Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's responsibility to assure receipt of all addenda. Proposer shall acknowledge receipt of all addenda in their cover letter or addenda form.

- 1.4 Award of Agreement: An Agreement may be awarded to the Successful Proposer(s) by the City Council as applicable, based upon the requirements reflected herein. The City reserves the right to execute or not execute, as applicable, an Agreement with the Successful Proposer(s) that is determined to be in the City's best interest.
- 1.5 Agreement Execution: By submitting a Response, the Proposer(s) agree to be bound to and execute the Agreement for: **Water & Wastewater Miscellaneous Construction Services**. Without diminishing the foregoing, the Proposer may request clarification and submit comments or proposed revisions to the language concerning the Agreement for City's consideration. Any such comments or proposed revisions identified after the Response has been received need not be considered by the City. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiation process.

- 1.6 Response Package: Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit Responses in accordance with the requirements of this RFP. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE**. Proposers shall make the necessary entry in all blanks and forms provided for the Response.

- 1.6.1 Each response submitted for evaluation must meet the requirements specified in the RFP.
- 1.6.2 Failure to submit all required items in the manner specified may result in your submittal being found unacceptable.
- 1.6.3 Any submittal found unacceptable will not be considered for selection for this project.

- 1.7 Changes/Alterations: Proposer may change or withdraw a Response at any time prior to Response Submission Deadline. All changes or withdrawals shall be made in writing to the Purchasing Agent. Oral/Verbal modifications will not be allowed. Written modifications will not be accepted after the Response deadline.
- 1.8 Discrepancies, Errors, and Omissions: Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City of Zephyrhills Purchasing Agent in the manner prescribed in RFP Section 1.3. Should it be necessary, the City will issue a written addendum to the RFP clarifying such conflicts or ambiguities.
- 1.9 Disqualification: The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Proposal.
- 1.10 Reject Proposals: The City of Zephyrhills reserves the right to reject any or all proposals, waive informalities, request additional information and to negotiate a contract with the most qualified firm for these services at compensation which the agency determines is fair, competitive and reasonable in keeping with the best interests of the City.
- 1.11 Proposer's Expenditures: Proposers understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses in response to this RFP are exclusively at the expense of the Proposers. The City shall not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response or anticipation of an Agreement award or to maintain the approved status of the Successful Proposer(s) if an Agreement is awarded.
- 1.12 Compliance with Applicable Law: The laws of the State of Florida shall govern the agreement. Comply with all applicable federal, state, county and municipal laws, ordinances, regulations and rules related to the services to be performed thereunder. Conduct no activity or provide any service that is unlawful or offensive.
- 1.13 Conflicts of Interest: No firm shall be eligible for selection on any project and no work shall be assigned to a firm which conflicts with or is duplicative of any work by the firm or any affiliated business entity, including, but not limited to, partnerships, joint ventures, and subsidiaries of the same parent corporation or firm.
- 1.14 Indemnification and Insurance Requirements
- 1.14.1 Indemnification: Contractor/vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of contractor/vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement generated from this solicitation. Contractor/vendor recognizes the broad nature of this indemnification and hold harmless cause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the

termination of the Agreement from this solicitation. Compliance with any insurance requirements required elsewhere within the Agreement shall not relieve the contractor/vendor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

It is further agreed that liability and exposure for indemnification (including, but not limited to the amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of Section 768.28(5), Florida Statutes

The City shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the city's own negligence.

1.14.2 Insurance:

Contractor/vendor shall, at its sole cost and expense, procure and maintain throughout the term of the contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$1,000,000 (this could be \$2,000,000 depending on the amount of the contract) combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany the signed contract. Said insurance coverages procured by the contractor/vendor as required herein shall be considered, and the contractor/vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the contractor/vendor as required.

This RFP/contract will also include either proof the contractor is covered by a pollution policy for \$1,000,000 for each pollution condition or listed under the coverage for the City as coverage. Proof of coverage will be required.

Nothing shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

Builders' Risk Coverage: *For any contracts that may apply to the following in the first sentence should also include statement below.* If this solicitation includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e., Special Form) property insurance on any such construction,

additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alternation(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or \$25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

1.15 Termination (Cause and/or Convenience).

1.15.1 This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

1.15.2 This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.

1.15.3 If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor/vendor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's or vendor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor/vendor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, by the contractor/vendor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

1.15.4 Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor/vendor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the

contractor/vendor in performing this contract, whether completed or in process.

1.15.5 Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.

1.15.6 If, after termination for failure of the contractor/vendor to fulfill contractual obligations, it is determined that the contractor/vendor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

1.16 RFP TIME TABLE

The anticipated schedule for the RFP and contract approval is as follows:

Distribution/Advertised	June 21, 2019
Pre-Conference	June 28, 2019 10 AM
Questions Deadline	July 19, 2019 3 PM
RFP Deadline	July 26, 2019 3 PM
Review Responses	July 26 thru August 2
Interviews	August 2, 2019 Tentatively
Presented to City Council	August 12, 2019 6 PM

1.17 RFP Availability: RFP documents, plans, addendums can be viewed and downloaded from BidNet Direct at <https://www.bidnetdirect.com/florida/cityofzephyrhills> or the City Website, www.ci.zephyrhills.fl.us. Government, Purchasing, Vendor Information, click on the link for BidNet. It is your responsibility to ensure you have downloaded all addendums published before the bid opening. You must be a registered vendor for the City of Zephyrhills. Registration is FREE. Your response and all required documentation are to be submitted (*mailed or delivered by the deadline listed in the Time Table*) to the City of Zephyrhills – Purchasing, 5335 8th Street, Zephyrhills, Florida 33542.

Proposal Submission: One original and five copies (**a total of six**) shall be delivered to the City of Zephyrhills, 5335 8th Street, Zephyrhills, FL 33542, prior to the Opening time of **Friday, July 26, 2019 3:00 p.m., EDT**. Proposals shall not be more than the total pages indicated in Section 3 while still meeting proposal requirements.

The delivery of the proposals to the City of Zephyrhills prior to the specified date and time is solely and strictly the responsibility of the proposing firm. The City shall not, under any circumstances, be responsible for delays caused by the United States Postal Service or any private delivery service, or for other delays. All responses must be manually and duly signed by authorized authority to bind said firm or individual, and Proposer must affix their corporate seal (if any) to the proposal. In the absence of a corporate seal, the proposal must be notarized by a Notary public.

The submittal of a proposal by a preparer will be considered by the City as constituting an offer by the proposer to perform the required services at the stated fees.

Each proposer is solely responsible for the reading and completely understanding the requirement of this RFP. The opening time shall be and must be scrupulously observed. Under no circumstances will proposals delivered after the specified delivery time be considered. Late submissions shall be returned unopened to the firm or individual with the notation "the Proposal was received after the delivery time designated for the receipt and opening of the proposals."

- 1.18 Appropriations Clause: The City, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, the City shall therefore be released of all terms and other conditions.
- 1.19 Oral Presentation: A formal oral presentation may be required by each firm that is selected during the initial review process (at the sole option of the City). If required, presentations should be in support of the firm's proposal or to exhibit/demonstrate the information contained therein. If the Committee wishes additional clarification of any information or additional information, any of the firms may be requested to submit that information in writing.
- 1.20 Acceptance of Applicable Policies & Procedures.
- 1.21.1 Firms responding to this RFP agree by submission of such response to accept and comply with the City policies and procedures that apply to the selection process for this project.
- 1.21.2 Any concerns, or issues, relating to current policies and procedures may be addressed with City staff, but separate from this selection process.
- 1.21 The City Manager will appoint a ranking committee who will review and evaluate the qualifications of all interested firms. This committee shall select at least three (3) firms that are licensed in the State of Florida and are otherwise professionally qualified.
- The ranking committee will present their recommendations to the City Manager based on their review of the written and interview process. The City Manager will present the Committee's recommendations to the City Council for their approval of the ranking recommendation. A member from the ranking committee will be present to respond to any detailed questions the Council may have. City Council will vote on the Committee's recommendation.
- 1.22 Written Selection Process.
- Step 1. The City's Purchasing will review submittals for responsiveness and responsibility. Those found responsive and responsible based on an initial review shall proceed to Step 2.
- Step 2. The City Evaluation Committee comprised of City management and staff will evaluate the proposals using the criteria listed in Section 4.0. Based on the ranking of the written review the top four (4) firms may be requested to participate in the interview process. See Section 1.23. If the Evaluation Committee decides to bypass Section 1.23, then the firms will be ranked (See Section 1.27) and prepared to be presented to the City Manager for presentation to the City Council.

1.23 Formal Interview Evaluation Criteria

- Overall impression of key team members
- Ability to provide service
- Ability of communicate during interview process.
- Effectively respond to questions and problem solve during interview
- Firm's ability to effectively answer questions and problem solve in the meeting
- Overall impression of the firm

1.24 Interview Format. The firms selected to make a presentation to the Evaluation Committee will be notified by the City. Each firm selected for further consideration shall be notified in writing and informed of a place and time for the interview session. The time allotted to each firm for the presentation and interview shall not exceed forty five (45) (5 minutes for setup, 20 minutes for presentation, 5 minutes for questions, and 5 minutes knock-down). All members of the Evaluation Committee will be present during the formal interview.

1.25 Issues to Address at Interview. The intent of the formal interview process is to provide the evaluation committee with in-depth information from the firm in order to make a final selection of the best-suited firm for the contract. Firms should focus their presentations on the detailed plan for the tasks, evaluations, interviews, schedule and quality of the survey and any unique characteristics or services the firm offers.

Firms are discouraged from reviewing company history and past experience evaluated during the written submittals unless this information is relevant to the survey process. All key personnel should be present at the interview.

1.26 Award Criteria. The evaluation committee recommendation will be made from their in depth review of the written proposals; their evaluation of the interview responses based on various criteria including but not limited to:

- Approach to the implementation, performance and satisfaction of City requirements
- Proposal quality and references
- Demonstrated understanding and success of similar projects.
- Ability to perform the work within the stated timeframe.
- Approach to maintenance plan and costs

1.27 Final Evaluation. Upon completion of the evaluation process by the Evaluation Committee, the firms will be ranked in descending order of recommendation. The Evaluation Committee shall present their final ranking to the City Manager for presentation to the City Council for approval of the committee's recommendation. The City will begin negotiations with the number one ranked firm. Should the City be unable to negotiate a satisfactory contract with the top-ranked firm at a price determined to be fair and reasonable, negotiations shall be terminated with that proposer and the City shall initiate negotiations with the second ranked proposer to arrive at an acceptable contract, and so on.

1.29 Exception to the RFP. Proposers may take exceptions to any of the terms of this RFP unless the RFP specially states where exceptions may not be taken. Should a Proposer take exception where none is permitted, the proposal will be rejected as nonresponsive. All exceptions taken must be specific, and the proposer must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the proposals will be evaluated based on the proposals as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the Proposer furnish the services or goods described herein, or negotiate an acceptable alternative.

- 1.30 Openness of Procurement Process. Written competitive proposals, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to this RFP, shall be handled in compliance with Chapters 119 and 286 Florida Statutes. The City gives no assurance as to the confidentiality of any proposal once submitted.
- 1.31 Cooperative Purchases. This is a cooperative purchase contract. State law allows any government agency and any accredited school in the state to buy off this contract without going to bid, as long as it does not conflict with any of their local regulations.
- 1.32 Negotiations. The City may award a contract on the basis of initial offers received, without further negotiations, or may negotiate a final contract. Therefore, each initial offer should contain the Proposer's best terms from a cost or price and technical standpoint.

The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected Proposer. This process will continue until a contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against the City arising from such negotiations.

- 1.33 Right to Protest. Any actual or prospective Proposer who is aggrieved in connection with the solicitation or award of a contract may seek resolution of its complaints by contacting the City Manager.
- 1.34 **IF CONSULTANT OR CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT OR CONTRACT, THEY SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**LORI HILLMAN, CITY CLERK
CITY OF ZEPHYRHILLS
5344 9th STREET
ZEPHYRHILLS, FLORIDA 33542
LHILLMAN@CI.ZEPHYRHILLS.FL.US
813-780-0000**

SECTION 2

2.0 RFP SCOPE OF SERVICES

2.1 Introduction. The City of Zephyrhills is seeking the services:

- a) Underground utility contractors
- b) General contractors
- c) Utility electricians
- d) Specialty contractors

Contractors are to be licensed in the State of Florida to provide complete contracting services and emergency repair services of a wide variety of water and wastewater utility projects.

2.2 Services shall include but are not limited to:

- a) Construction supervision/administration
- b) New construction of water/sewer mains, lift stations, manholes, wells and appurtenances.
- c) Renovations and retrofits for water and sewer mains lift stations, manholes, wells, water and wastewater treatment plant components and appurtenances, infiltration and inflow removal projects and cleaning and televising sanitary sewer lines.
- d) Demolition associated with renovations/retrofits
- e) Scheduling work and subcontractors in harmony with the City of Zephyrhills, Florida Operations
- f) Estimating cost of future projects
- g) Repairs (emergency and non-emergency) of water/sewer mains, lift stations, manholes, valves, master meters, backflow devices, fire hydrants, wells, water and wastewater treatment plant components, and SCADA programming/instrumentation and control work.

2.3 The contractors selected for these services will work with Utilities Owner's Representative in order to successfully develop a strategy for the best approach to successfully complete each project.

2.4 The City will be selecting two (2) firms for these services. The two top rank firms who have a successful negotiation will be awarded the contract.

2.5 Warranty. The selected Contractor(s) will provide the City with a minimum:

- a) One (1) year warranty for all service work performed
- b) Ten (10) year warranty on all manhole and lift station coating

This warranty will not go into effect until the project has been substantially completed. All work performed will meet or exceed applicable City Technical Standards and/or local County Technical Standards.

2.6 Term of Contract. The contract term is anticipated for the period of thirty six (36) months. This contract can be renewed for an additional one (1) thirty six (36) month period. Should any project that is active extend past the contract termination date, that contract shall be extended until completion of such project.

2.7 Payment and Performance Bonds. Payment and Performance Bond and All Insurance Shall be Secured from or Countersigned by an Agency or Surety Company Recognized in Good Standing and Authorized to do Business in the State of Florida. If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety, then upon the Performance of Payment Bonds, the Contractor/Vendor shall within five (5) days after notice from the Owner, substitute an acceptable bond (or Bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor/Vendor. No

further payments shall be deemed due and shall not be made until new Surety or Sureties shall have furnished such an acceptable bond to the Owner.

2.8 ADDITIONAL INFORMATION/REQUIREMENTS.

- 2.8.1 The City shall provide a summary of work ("Work") to one (1) or more of the Contractors selected based upon the specific type of work and estimated dollar value of the project. All such contract activities would be the subject of a signed Contract Work Order with a negotiated fee and format supplemental to a primary contract agreement. No travel time or travel expenses will be considered billable without special prior arrangements. Normal administrative and/or accounting overhead will be considered as covered by the agreed upon hourly rates for direct professional personnel and will not be considered as separately billable.
- a) Contractor(s) will respond with a proposal within ten (10) business days. Should the contractor(s) require additional time prior to submission and additional ten (10) business days can be requested. Proposal submittal will not be more than twenty (20) business days after the initial request.
- b) The key personnel named in the proposal shall remain responsible for the work throughout the period of the contract. No diversion or replacement may be made without approval by the City.
- 2.8.2 The City shall not be held liable for any expenses incurred in connection with the preparation of a response to this RFP or for any costs associated with any activities involved in presentations and discussions or in preparations and execution of a contract resulting from this solicitation.
- 2.8.3 The City places significant value on high quality work and performance, timely access and response, scheduling and cost concerns, risk management/loss prevention, early issue identification, flow of information and communications, congenial working relations, adherence to ethical standards, proactive stand-up accountability and the demonstration of the same.
- 2.8.4 The purpose and intent of this solicitation is to establish contract arrangements. Any such contract(s) resulting from this solicitation process are intended to cover projects and work currently contemplated but there is no guarantee on the part of the City that such project work will go forward.

SECTION 3

PROPOSAL PACKAGE CRITERIA - Six (6) copies of the firm's response must be submitted. Five (5) copies should be bound and one (1) copy should be unbound but secured with a rubber band, spring clip, etc. Maximum page count should not exceed 32. Each copy must contain the following:

- 3.0 Introductory letter, optional, may be provided by the submitting firm. Can be served as a transmittal document. One (1) page maximum. This letter shall not include any information to be considered for evaluation by the Selection Committee.
- 3.1 **Cover sheet** and Tab Sheets of your response (*Not part of the page count*)
- 3.2 The **TABLE OF CONTENTS FOR Water & Wastewater Misc Construction/Maintenance Services RESPONSE** is to be completed by the submitting firm and included in the bound copies of the firm's response. (*Not part of the page count*)

- 3.2.1 Response materials shall be arranged in the order indicated on the TABLE OF CONTENTS.
- 3.2.2 The submitting firm is to include the appropriate page numbers to indicate the location for each of the listed items.
- 3.2.3 The **FIRM DATA SHEET** for the prime firm only.
- 3.2.4 Package should include:

TAB 1. Proposer's credentials & previous performance on similar jobs

(Maximum 30 Points). Proposers shall provide, in detail their credentials for providing construction services for water and wastewater utility projects and any information that documents successful and reliable experience in past performance, especially those performances related to the requirements of this RFP. Include a description of the proposer's business history and number of years in operation. **Must include copies of General Contractor and Underground Contractor licenses.**

TAB 2. Staff Credentials and Resumes

(Maximum 10 Points). The proposer shall include the name, title, address and telephone number of persons who will both manage and be assigned to perform services under the proposal. A signed one (1) page resume, including references, detailing educational qualifications and previous work assignments related to this Request for Proposal for each person who will perform the services required shall be included. Failure to do so may be cause for rejection of the proposal. Credentials will be subject to verification.

In the event there should be a change in the person(s) names assigned to perform the services under this contract, the contractor shall submit, for approval to the City, the credentials and resumes of the person(s) the contractor wishes to perform the services under this contract

FIELD FOREMAN MINIMUM REQUIREMENTS:

- ☐ 5 YEARS EXPERIENCE AS FOREMAN OR SUPERVISOR
- ☐ MANHOLE AND WET WELL SEWPERCOATING FOREMAN TO HAVE 5 YEARS EXPERIENCE

TAB 3. References

(Maximum 30 Points) A list of five (5) applicable customer references is to be provided who have contracted for similar services offered by the proposer, which is considered identical or similar to the requirements of this Request for Proposal. Failure to do so may be cause for rejection of the proposal. The list shall include:

- a. Company name and address.
- b. Contracting officer and telephone number.
- c. Technical representative and telephone number.
- d. A brief, written description of the project.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your proposal

TAB 4. Office Location. **(Maximum 10 Points).** Rating will be based on ease of contract administration and responsiveness. The proposer with all key personnel located within two (2) hours of the City of Zephyrhills.

TAB 5. Responsiveness/Availability of Equipment. (Maximum 10 Points). Proposer shall submit a complete list of all equipment owned by their firm to include the location of the yard where the equipment is stored when not in use.

TAB 6. Hourly Rates and Equipment Rates. (Maximum 10 Points). Proposer shall submit a list of hourly rates for personnel and hourly/daily/weekly/monthly rates for equipment for emergency work and planned Not-to-Exceed work. Proposer shall also identify the percentage markup charged on materials, subcontracted labor, etc.

- ☐ Must include list of equipment owned
- ☐ Is office facility owned or rented

TAB 7. Acceptance of Conditions. Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in the RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

Exceptions taken by a proposer may result in evaluation point deduction(s) and/or exclusion of proposal for Selection Committee consideration, depending on the extent of the exception(s). Such determination shall be at the sole discretion of the City

TAB 8. Required Forms-In addition to above (Not part of the page count)

- ☐ Proposer's Checklist
- ☐ Firm Data Sheet
- ☐ Firm Data Sheet-Subcontractor
- ☐ Drug Free Workplace
- ☐ Statement of No Response
- ☐ E-Verify
- ☐ RFP Acceptance
- ☐ Public Entity Crimes
- ☐ Addenda
- ☐ Non-Collusive Affidavit

3.4 **Financial Capacity TAB 9.** Provide documentation of your firm's financial stability and sufficient financial capability to complete a project of this scope, as follows: (4) page maximum

3.4.1 Financial Stability. Provide summary certified financial statements demonstrating the tangible net worth of your firm, current operating cash balances, bank lines of credit and contingent liabilities.

3.4.2 Ownership. Provide information on the form of ownership, principal owners, length of ownership; if there are any pending changes to the company's ownership, identify the nature of these changes.

3.5 The response information should be included on either the forms provided in this RFP, or a reasonable facsimile of the provided forms. Firms choosing to use reasonable facsimiles of required forms should maintain both the format and content of the provided forms.

SECTION 4 - EVALUATION CRITERIA & RANKING PROCESS

4.1 General Ranking. The evaluation and ranking of all Competitive proposals received shall be accomplished utilizing the criteria described in this Section.

4.2 Selection Criteria. All proposals shall be equally evaluated with respect to the completeness of the data provided, support for all claims made, and the overall approach taken. The following criteria shall be utilized in the evaluation of the proposal:

30	Credentials & Previous Performance on Similar Jobs
10	Staff Credentials & Resumes
30	References
10	Office Location
10	Responsive & Availability of Equipment
<u>10</u>	Hourly Rates for Personnel & Equipment
100	<i>Ranking based on 100 point system-maximum</i>
-5	Missing Documentation

SECTION 5 - FORMS

FIRM DATA SHEET

RFP 35-19-01

APPLICANT FIRM NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

FEIN NUMBER: _____

CONTACT PERSON/TITLE: _____

Type Ownership: _____

Submittal for _____ Parent Company
_____ Branch or Subsidiary

Parent Company, if any: _____

Former Parent Company/Companies:

Name/Title/Phone Number of two Principals in the firm:

Present Offices: City/State/Number of personnel for each:

SUBCONTRACTOR:**Firm Name and Address****Services to be Provided**

1.

1.

2.

2.

3.

3.

4.

4.

5.

5.

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that _____ does:

(Name of Business)

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' policy of maintaining a drug-free workplace, any 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 if 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's Signature

Date

PUR062.036
re. 10/97

CITY OF ZEPHYRHILLS

STATEMENT OF NO BID

If you do not intend to bid, please complete the information below and return this form with the bid title and number clearly marked on the front of the envelope. Please send the STATEMENT OF NO BID FORM no later than the opening date indicated on the INVITATION TO BID FORM.

Please be advised that if the NO BID STATEMENT is not executed and returned your name may be deleted from the list of qualified bidders for the City of Zephyrhills.

We decline to submit a bid for the following reasons:

- ☐ Unable to meet Bond or Insurance requirements.
- ☐ Unable to meet specifications; we do not offer this product or an equivalent.
- ☐ Specifications are unclear, specialty items are too intricate.
- ☐ Insufficient time to respond; our schedule will not permit us to perform.
- ☐ Reason for declining on attached sheet.

Company Name: _____ Date: _____

Telephone Number: _____ Signature: _____

Return completed form to: City of Zephyrhills, Purchasing Department
5335 8th Street
Zephyrhills, FL 33542

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to _____
(print name of the public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)
- whose business address is _____

- and (if applicable) its Federal Employer Identification Number (FEIN) is _____
- (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

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 of 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 misrepresentation.
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, nonjury 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:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. 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 which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and 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. (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 THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. 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 ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

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

Personally known _____

Or Produced identification _____
Notary Public – State of _____

My commission expires _____
(Type of Identification)

(Printed, Typed or stamped commissioned name of notary public)
Form PUR 7068 (Rev. 06/18/92)

Addenda Receipt Acknowledgment

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Firm Representative:

Signature/Date (Executed by Corporate Authority)

NON-COLLUSIVE AFFIDAVIT

State of Florida

County of _____

_____, being first duly sworn, deposes and says that he/she is

_____, the party making the fore-going submittal of qualifications or bid that such
submittal
(partner or officer of the Firm, etc)

Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed, directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to secure any advantage against the City of Zephyrhills of any person interested in the proposed contract; and that all statements in said response are true.

Officer

_____ (Company Name)

State of Florida

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____
by

_____ (name and title of corporate officer)

of _____ (Name of Corporation),

a _____ (state or place of incorporation) corporation, on behalf of the
corporation. He/she is personally known to me or has produced _____ (Identification type)
as identification.

_____ (Signature line for notary public)

_____ (Name of notary type, printed or stamped)

_____ (Title or rank)

My commission expires: _____

Serial number, if any _____

E-VERIFY

RFP No: 35-19-01
Project Description: Water & Wastewater Misc Construction
/Maintenance Services

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the City of Zephyrhills.

Company/Firm: _____
Authorized Signature: _____
Title: _____
Date: _____

RFP ACCEPTANCE

I acknowledge and understand the requirements set forth in RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services.

Authorized Signature

Date

Printed Name

Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this
_____ day of _____ A.D. 2019

(Seal)

By: _____

Title: _____

Labor/Equipment Rates Form

RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services

LABOR and EQUIPMENT RATES	RATES								
	WORKING HOURS	AFTER HOURS							
Supervisor									
Foreman									
Helper - Labor Only									
Helper with Truck/Trailer									
Backflow Technician									
Other: (EXPLAIN)									
Please provide when after hours would apply									

EQUIPMENT RATES	SET UP FEE	HOURLY	DAILY	WEEKLY	MONTHLY	OWNED or RENTED	
						O	R
Mini Excavator with Operator							
Back Hoe with Operator							
Vac Truck - 2 Man Crew							
CCTV Camera Trailer with Operator							
Tractor with Bucket with Operator							
4" Sewage Bypass Pump with Hoses							
Bypass Pump Fuel Additional							
1500 Gallon Temporary Hydro Tank							
3000 Gallon Temporary Hydro Tank							
10000 Gallon Temporary Hydro Tank							
Aerator for Ground Storage Tank							
13000 Watt Generator							
Infiltrator MH Leak Stop Plus Labor							
Portable Concrete Mixer with Crew							
Metal Fabrication/Welding Lead Man							
Metal Fabrication/Welder							
Sand Blast Trailer Rig with Crew							
Sand Blasting Sand							
Compactor with Operator							
Air Compressor Road Bore							

OTHER RATES	% MARK UP
Materials Purchased for Specific Job	
Materials from Stock	
Subcontract Labor	
Performance and Payment Bond	Cost

Company Name: _____

Authorized Signature/Date: _____

SUBMITTED BY:



100 WEST MILLS AVENUE
EUSTIS, FL 32726
352-561-2990

**RFP 35-19-01
WATER & WASTEWATER MISC.
CONSTRUCTION / MAINTENANCE
SERVICES**



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TAB 1 - CREDENTIALS & PREVIOUS PERFORMANCE

RCM Utilities, LLC has been serving the greater central Florida area in all aspects of the water and wastewater industry for 1 ½ years. We have earned the credibility and trust of our customers through top quality, on time performance, coupled with excellent customer service and management skills.

RCM Utilities has provided services and has experience in the following types of water and wastewater work:

- Lift station rehabilitation, installation, inspection & repair
- Water treatment plant rehabilitation, new construction & repair
- Wastewater treatment plant rehabilitation, new construction & repair

Examples of successfully and reliably completed construction services for water and wastewater utility projects include:

- Hawthorne – Remove & replace High Service Pump at WTP – September 2018
- Hawthorne – Installation of water main line valves – October 2018
- City of Tavares – Lift Station #9 Rehab – April 2019
- City of Tavares – Lift Station #47 – July 2019
- City of Groveland – Lift Station #16 – June 2019
- The Villages CPM – SEWWCA IPS #2 - June 2019
- The Valley MHP – Replace Hydro Pneumatic Tank at WTP – July 2019
- Saddle Oak Club MHP – Replace Generator and auto transfer switch to WTP – July 2019

RCM is staffed, equipped, and experienced to perform new construction of water / sewer mains, lift stations, manhole, well and appurtenances as well as renovations and retrofits and repairs emergency and non-emergency.

Licenses and Certifications held by RCM Utilities:

- Underground Utility Contractor: CUC1225240
- Backflow Prevention Tester – T12-18-8167
- Backflow Prevention Assembly Repair & Maintenance
- Introduction to Lift Station Electrical Troubleshooting
- Department of Transportation Maintenance of Traffic (Intermediate)
- Confined Space Entry
- Infiltrator Systems Training



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, 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

CREECH, CHRISTOPHER RYAN

RCM UTILITIES, LLC
419 N GROVE ST
EUSTIS FL 32726

LICENSE NUMBER: CUC1225240

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

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CREECH, CHRISTOPHER RYAN

RCM UTILITIES, LLC
100 WEST MILLS AVENUE
EUSTIS FL 32726

LICENSE NUMBER: CUC1225240

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



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Center for Training, Research and Education for Environmental Occupations

certifies that

Christopher Creech

has satisfactorily completed the
examinations for

Backflow Prevention Tester Re-certification

Certificate of Completion

December 13-14, 2018

Date issued: 12/14/2018
Certificate No.: T12-18-8167
Expiration: 12/31/2020
Operator Certification Program
Course#: 04191009
CEU's: 0.8

FBPR Construction Licensing Board
Sponsor No.: 0000995
Classroom Hours: 7



American Water Works
Association

FloridaSection

Peggy Puigosa

Carol Hinton

Carol Hinton, Associate Director

University of Florida TREEO Center • 3900 SW 63 Boulevard • Gainesville, FL 32608-3800 • 352-392-9570 • www.treeo.ufl.edu



Center for Training, Research and Education for Environmental Occupations

Christopher Ryan Creech

attended

Introduction to Lift Station Electrical Troubleshooting

April 9-10, 2019

and is awarded this

Certificate of Attendance

Date Issued: 04/10/2019

TREEO FDEP OCP 04191040: CEUs 1.6 DW WW DS

FBPE Provider #: 0004021 : CEHs 16

A handwritten signature in black ink that reads "Carol Hinton".

Carol Hinton, Associate Director

University of Florida TREEO Center • 3900 SW 63 Boulevard • Gainesville, FL 32608-3800 • 352-392-9570 • www.treeo.ufl.edu



TAB 2 – STAFF CREDENTIALS AND RESUMES

Christopher Creech:	Owner, Estimator, General Manager Total Years' Experience: 10 years
John C. Riggs:	Operations Manager, Safety Officer Total Years' Experience: 11 years
Weston Hartwright:	Field Supervisor, Crew Foreman Total Years' Experience: 12 years
Bradley Green:	Crew Foreman Total Years' Experience: 3 years
Melissa Moss:	Executive Assistant Total Years' Experience: 8 years
Bradley Miller: Subcontractor	Supervisor Total Years' Experience: 15 years

CHRISTOPHER CREECH

EMPLOYMENT EXPERIENCE:

April 2018 – Present RCM Utilities, LLC
Position: Owner, Estimator, General Manager

Mar 2015 – April 2018 Utility Technicians, Inc.
Position: Project Manager, Estimator, Vice President, General Manager
Duties: Estimator, supervisor, and technician for all phases of service, Expansion, modification, and repair of water and wastewater plants, lift stations, re-pump stations

July 2011 – Mar 2015 Utility Technicians, Inc.
Position: Foreman, Construction & Service Technician
Duties: Installation and service of lift stations, construction of water plants, water line construction, sewercoat applicator for manholes

Feb, 2008-July 2011 Utility Technicians, Inc.
Position: Laborer
Duties: Assisted foreman with installation of lift stations, water line repairs and service work

May 2007-Feb 2008 Kerr's Truck and Car Sales
Position: Mechanic and sales
Duties: Maintained vehicles and sold vehicles.

SKILLS:

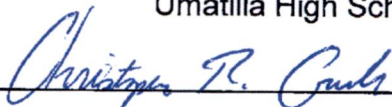
- Wastewater Sewer Plants & Lift Stations—complete rehab & construction; motors, blowers & pump replacement & repairs; replace and repair piping & fittings; control panel repair & replacement
- Water & Hydrotank—tank cleaning, rehab (including sandblasting) & painting; inspections (with FL registered professional engineer); installation of fire water tanks
- Sanitary sewer line pressure testing and jetter cleaning
- Manhole and Wet Well rehab, including surface coating (SewperCoat) and high pressure grouting
- Operate digital inline zoom video for sewer lines
- Certified backflow tester and repair/maintenance technician

CERTIFICATIONS:

Certified Underground Utility and Excavation Contractor
License # CUC1225240
Class A CDL Driver's License
Dept of Transportation Maintenance of Traffic (Intermediate)
Confined Space Entry
Backflow Prevention Device Technician
Backflow Prevention Assembly Repair and Maintenance
Infiltrator Systems Training
DOT Drug/Alcohol Awareness Training
Umatilla High School, graduated 2007

EDUCATION:

Signature



WESTON HARTWRIGHT

EMPLOYMENT EXPERIENCE:

June 2019 – Present	RCM Utilities, LLC
Position:	Field Supervisor
Duties:	Installation and service of lift stations, construction of water plants, water line construction, sewercoat applicator for manholes, supervise crew
Nov 2011 – May 2019	Utility Technicians, Inc.
Position:	Field Foreman, Construction & Service
Duties:	Installation and service of lift stations, construction of water plants, water line construction, sewercoat applicator for manholes, supervise crew
Jun 2009 – Nov 2011	City of Clermont
Position:	Utilities Department Technician
Duties:	Lift station and new construction technician
Sep 2005 – May 2009	Utility Technicians, Inc.
Position:	Construction & Service Technician
Duties:	Service and repair of water & sewer plants and lift stations
Jan 1994 – Aug 2005	Donahue's Automotive Company
Position:	Vehicle Mechanic

SKILLS:

- Wastewater Sewer Plants & Lift Stations—complete rehab & construction; motors, blowers & pump replacement & repairs; replace and repair piping & fittings; control panel repair & replacement
- Water & Hydro tank—tank cleaning, rehab (including sandblasting) & painting; inspections (with FL registered professional engineer); installation of fire water tanks
- Sanitary sewer line pressure testing and jetter cleaning
- Manhole and Wet Well rehab, including surface coating (SewperCoat) and high-pressure grouting

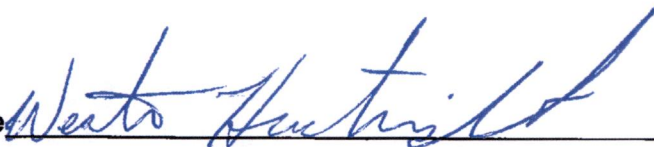
CERTIFICATIONS:

Class B CDL Driver's License
Dept of Transportation Maintenance of Traffic
(MOT-Intermediate)
Confined Space Entry Training
Gas Monitor System Training

EDUCATION:

Umatilla High School, Umatilla, FL graduated 1994

Signature



JOHN C. RIGGS

WORK EXPERIENCE:

RCM Utilities

July 2019 to Present

Operations Manager and Safety Officer – handles all service calls; scheduled and coordinated service work; prioritized jobs, dealt with schedule interruptions; handled customer service calls, solved customer problems and followed up on customer inquiries; created and processed quotes for service work; reviewed and approved purchase orders; verified weekly time cards for assigned personnel; as warehouse manager, managed inventory control, receipt of materials, and staff to ensure material availability for jobs; researched, developed, and managed supplier relationships to ensure competitive cost and deliveries; maintained clean, orderly, and safe work environment throughout office and shop; served as Safety Officer to maintain and ensure company compliance with federal and state regulations; maintain safety supplies, training and annual truck inspection

Professional Dirt Services

Feb 2016 to July 2019

Project Manager – involved in the early stages of project development through to completion; coordinate work and communication on multiple jobs with job foremen; coordinate internal resources and third parties/vendors to maintain schedule and ensure materials are available when needed; establish and maintain relationships with third parties/vendors; handle schedule interruptions; maintain all permits, required tests and surveys; report job status to owner and client; coordinate with estimator, architects, engineers and surveyors

Utility Technicians

Apr 2006 to Feb 2016

Operations Manager and Safety Officer – handled all service calls; scheduled and coordinated service work; prioritized jobs, dealt with schedule interruptions; handled customer service calls, solved customer problems and followed up on customer inquiries; created and processed quotes for service work; reviewed and approved purchase orders; verified weekly time cards for assigned personnel; as warehouse manager, managed inventory control, receipt of materials, and staff to ensure material availability for jobs; researched, developed, and managed supplier relationships to ensure competitive cost and deliveries; maintained clean, orderly, and safe work environment throughout office and shop; served as Safety Officer to maintain and ensure company compliance with federal and state regulations; maintain safety supplies, training and annual truck inspections

Codding Sand & Soil

Jun 2002 to Apr 2006

Customer service – handled orders for dirt supplies; processed invoices; collected payments, scheduled deliveries

Hudalla Group

Jan 2002 to Jun 2002

Manufacturer's rep – managed territory of Florida, southern Georgia, and Alabama; met dealers on location to introduce products and complete sales orders

Warren and Sweat Manufacturing

Jun 1990 to Dec 2001

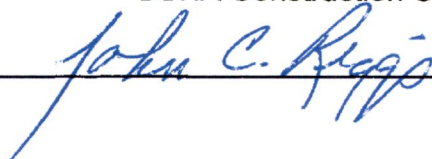
General Manager for company with \$4mm+ sales –outside sales; customer service; materials purchasing; researched and evaluated new material sources; inventory control; coordinated with research and development department; operations manager for 60+ employees, organized company events at trade shows, overseas travel for purchasing

EDUCATION: Graduated from William R. Boone High School, Orlando, Class of 1975

Attended Valencia Community College

Seminars: Inventory Control, Managing Multiple Projects, Priorities and Deadlines,
OSHA Construction Safety

Signature



BRADLEY GREEN

EMPLOYMENT EXPERIENCE:

May 2018 – Present	RCM Utilities, LLC
Position:	Crew Foreman
Duties:	Installation and service of lift stations, construction of water plants, water line construction & supervise crew
Nov 2016 – May 2018	Gene Green's Lawn Care
Position:	Manager
Duties:	Managed crews for lawn care services
June 2014 – Nov. 2016	Utility Technicians, Inc.
Position:	Construction Laborer
Duties:	Installation and service of lift stations, construction of water plants, water line construction, sewercoat applicator for manholes.

SKILLS:

- Wastewater Sewer Plants & Lift Stations—complete rehab & construction; motors, blowers & pump replacement & repairs; replace and repair piping & fittings; control panel repair & replacement
- Water & Hydro tank—tank cleaning, rehab (including sandblasting) & painting; inspections (with FL registered professional engineer); installation of fire water tanks
- Sanitary sewer line pressure testing and jetter cleaning

CERTIFICATIONS:

Class B CDL Driver's License
Dept of Transportation Maintenance of Traffic
(MOT-Intermediate)
Confined Space Entry Training
Gas Monitor System Training

EDUCATION:

Umatilla High School, Umatilla, FL graduated 2014

Signature



MELISSA MOSS

EMPLOYMENT EXPERIENCE:

- January 2019 – Present RCM Utilities, LLC
Position: Executive Assistant and Corporate Officer
Duties:
- Manage all job communication and files, Notice to Owner and Release of Liens, request bonding and manage status reports with bonding company
 - Manage incoming requests for bids and quotes, identify issues to review with President, create and manage responses for bids and quotes
 - Manage accounts payables and receivables, process checks for signature, receive and post payments, reconcile bank and checking accounts, monthly closing, annual audit, end of year processing
 - Manage human resources, including timesheets, payroll, payroll taxes, benefits, employee personnel files, time off records
 - Process and maintain certificates of insurance, workers compensation, liability insurance and other related requirements and documents
 - Maintain water billing community records, respond to questions and concerns with customers, accept and post payments for water bills, create weekly deposits, make adjustments and corrections to accounts, process water meter readings, generate and mail water billing charges, process all water consumption, water loss reports, and financial reports for water billing communities
 - Answer, direct or handle all incoming telephone calls
 - Maintain corporate personnel manual and drug-free workplace manual
 - Maintain office equipment leases, repairs and supplies
- Sept 2011 – Nov. 2018 Utility Technicians, Inc.
Position: Administrative Assistant
Duties: Manage job and bid files, accounts payables and receivables, manage employee timesheets and time off records, participate in weekly job meetings and manage job scheduling board, maintain on-call schedule for technicians
- April 2009 – June 2011 Allen's Well Drilling, Inc.
Position: Secretary
Duties: Maintain the smooth running of office through a variety of administrative and clerical duties. Schedule and coordinate service work with technicians.
- Jan 2006 – April 2009 Hidden Valley Ranch & Nursery, Inc.
Position: Secretary
Duties: Answer calls, take messages, handle correspondence, arrange appointments, managing databases, manage orders going out, filing
- June 1989 -Sept. 2005 Winn-Dixie
Position: Pricing Manager
Duties: Ensure accuracy of prices for the store

EDUCATION: Clewiston High School, graduated 1989

Signature _____

Melissa Moss

Bradley Miller
(561) 398-2781
brad@maxxenvironmental.com

Feb 2016-Present
(3.5 Years)

Supervisor – Maxx Environmental, Riviera Beach

Maxx Environmental, LLC is a family owned business providing specialized underground sewer and drainage infrastructure rehabilitation and repair services on private and public projects utilizing primarily Sewpercoat.

Tasks & duties;

- Supervise employees and projects from beginning to completion
- Attend pre-bids and pre and post-construction meetings with owners
- Compile project schedules, work-orders, material logs and safety program
- Conduct office and job-site work and safety meetings with employees
- Produce and maintain job cost, profit and loss reports
- Work with engineers and owners on design-builds and on-site conflict resolution

Feb 2013-Feb 2016
(3 Years)

Account Manager - Fortiline Waterworks, Riviera Bch

Fortiline is an underground utility water & sewer materials distributor. My tasks were to handle several customers with plan take-offs, quotes, material shipments, invoicing, job-site conflicts, emergency situation resolution, engineer design assistance on private development and public commercial construction projects ranging from \$500,000 to \$10 million dollars.

Aug 2002-Feb 2013
(11 Years)

Supervisor – CEES, Inc, West Palm Beach, Fl

CEES, Inc. (Chaz Equipment) was a Sewpercoat applicator providing underground sewer and drainage structure rehabilitation throughout the state of Florida. I handled all facets of operations, scheduling, business development, marketing and maintained master stand-alone data-base systems including all facets of daily operations. As supervisor for over a decade I coordinated a total of 40 million dollars of construction and rehabilitation work from inception to closeout.

EDUCATION

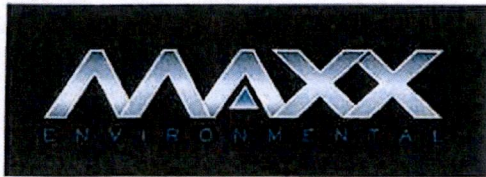
Sep 1986 – May 1989

American Academy High School, Nicosia Cyprus

Aug 1989 – May 1993

Wheeling Jesuit University (BA), Wheeling, WV


7/19/19 ~~Bradley~~ Miller



3610 Fiscal Court
Riviera Beach, FL 33404
(561) 398-2781 C
(561) 881-0013 F
maxxenvironmental.com

Maxx Environmental Staff Experience with Sewpercoat in the State of Florida

For further verification of our experience please feel free to call;

David Waters; (352) 483-6434 (*Porter & Assoc. – Sewpercoat Florida rep*)

Joseph Talley; (757) 339-3327 (*Sewpercoat national manufacturers rep*)

Brad Miller:

Supervisor

Total Years Experience - 15+ years

Total Manholes Coated - 12,000+ (72,000vf)

Total Wet Wells Coated - 1000 + (18,000vf)

Jeff Ducote:

Crew Leader / Gunner & Mixer

Total Years Experience - 3+ years

Total Manholes Coated - 500+ (3,000vf)

Total Wet Wells Coated - 30+ (600vf)

Israel Soto:

Skilled / Specialized Labor / Gunner & Mixer

Total Years Experience - 11+ years

Total Manholes Coated - 5,000+ (30,000vf)

Total Wet Wells Coated - 200+ (3,000vf)

Jorge Soto:

Skilled / Specialized Labor / Gunner & Mixer

Total Years Experience - 2+ years

Total Manholes Coated - 300+ (1,800vf)

Total Wet Wells Coated - 20+ (300vf)





TAB 3 - REFERENCES

City of Tavares

201 E. Main Street
Tavares, FL 32778
Bob Kenner 352-516-3530
Shannon Parrish 352-516-1624

Lift station rehabs to include base ells, pumps, piping, valves & sewerpercoat

City of Groveland

156 S. Lake Ave
Groveland, FL 34736
Chris Grove 352-308-5787
Pash Dhanra 352-428-4991

Lift station rehabs to include base ells, pumps, piping, valves & sewerpercoat and full electrical replacement including control panel

City of Umatilla

1 S. Central Ave
Umatilla, FL 32784
Aaron Mercer 407-949-2917

Removal & replacement of clarifier bridge expanded 25' of elevated walkway, water meters.
Lift station rehabs to include base ells, pumps, piping, valves & sewerpercoat

Sun Communities

27777 Franklin Road
Southfield, MI 48034
Jennifer Harwick 941-374-5156

Lift station rehabs to include base ells, pumps, piping, valves & sewerpercoat, hydro pneumatic tank replacement, misc. water main & isolation valve replacements.

The Village Commercial Property Management

3597 Kiessel Road
The Villages, FL 32163
Jarrod Ford 352-636-4840

Complete construction of multiple High-Pressure Irrigation Pump Stations to include 2000 GPM pump skid with duplex vertical turbine pumps. 1000GPM pond fill well pump, High Pressure hypochlorite injection system, Scada and telemetry, all housed in a 1000 sq. ft pump house



3610 Fiscal Court
Riviera Beach, FL 33404
(561) 398-2781 C
(561) 881-0013 F
maxxenvironmental.com

References - Maxx Environmental, LLC

City of Fort Myers:

Al Casing - Public Works Operations Supervisor
4200 MLK Jr. Blvd., Ft. Myers, FL 33916
Tel: (239) 410-2448
Email: acasing@cityftmyers.com
Work completed: Sewpercoat manhole rehabilitation

City of Naples:

Kevin Swisher - Utility Maintenance Supervisor
380 Riverside Cir., Naples, FL 34102
Tel: (239) 298-9450
Email: kswisher@naplesgov.com
Work completed: Sewpercoat manhole & LS rehabilitation

Village of Wellington:

Corey Robinson - Operations & Maintenance Supervisor
12300 Forest Hill Blvd., Wellington FL 33414
Tel: (561) 906-1083
Email: crobinson@wellingtonfl.gov
Work completed: Sewpercoat manhole rehabilitation

Seminole Tribe of Florida:

Juan Mata - Utility Operations Supervisor
6300 Stirling Rd., Hollywood, FL 33024
Tel: (863) 228-2138
Email: cjuanmata@semtribe.com
Work completed: Sewpercoat manhole & LS coatings

Seacoast Utility Authority:

Brent Weidenhamer - O&M Supervisor
4200 Hood Rd., Palm Beach Gardens, FL 33410
Tel: (561) 627-2900
Email: bweidenhamer@sua.com
Work completed: Sewpercoat manhole & LS rehabilitation





October 18, 2017

Maxx Environmental, LLC
3610 Fiscal Court
Riviera Beach, FL 33404

SUBJECT: SEWPERCOAT® APPLICATION STATUS

This letter serves to verify that Maxx Environmental, LLC personnel have demonstrated the requisite skill and training to be considered competent and qualified installers of SewperCoat® materials (as manufactured by Kerneos Inc.). Maxx Environmental, LLC personnel have installation experience with the low-pressure, wet spray installation method and have successfully installed SewperCoat® PG in manhole, lift station, and wet well rehabilitation applications throughout their careers.

With SewperCoat® being a specialty construction product having very specific installation methods and equipment requirements, Kerneos is very selective in our assessment of any contractor interested in gaining our "competent and qualified installer" designation. This designation is typically required in project specifications, along with other exhaustive experience and volume of similar work requirements. Kerneos maintains a listing of competent and quality contractors that have demonstrated requisite skill and training to be considered qualified installers of our materials. Maxx Environmental, LLC are included in this listing.

If you have any additional questions or comments, please do not hesitate to contact me directly.

Respectfully,

Joseph Talley
SewperCoat® Market Manager
Kerneos Inc.

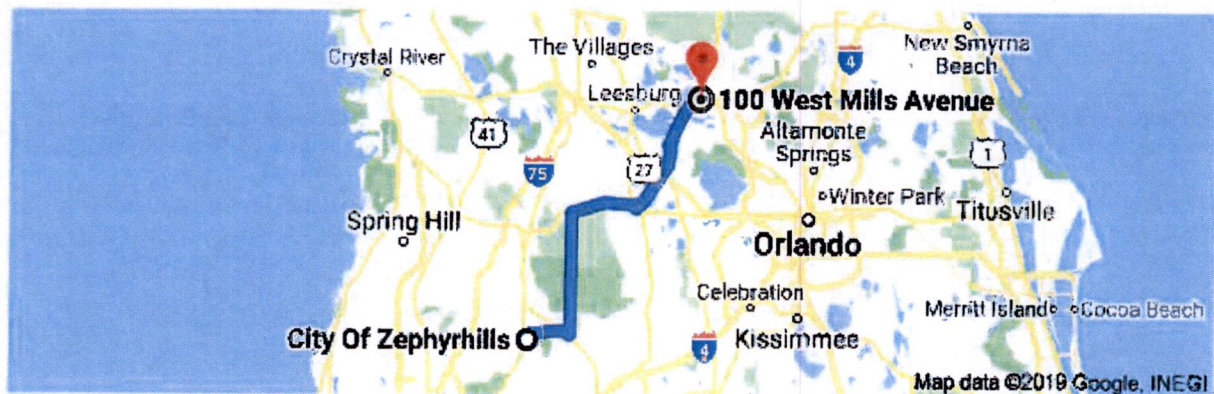




TAB 4 -OFFICE LOCATION

Our office is located at 100 West Mills Avenue in Eustis, FL 32726 which is 1 ½ hours from City of Zephyrhills. Our technicians also live in this area and are available to respond as needed by the City.

Please see map below:



Approximately 1 hour 27 min (67 miles)



TAB 5 - RESPONSIVENESS / AVAILABILITY OF EQUIPMENT

RCM Utilities owns all the equipment listed below and the yard where our equipment is stored is at
100 West Mills Avenue Eustis, FL 32726

Trucks:

2018 Ram 5500 with 6000 lb. crane- heavy construction truck

2015 Ford F550 with 500 lb. crane – heavy construction truck

2016 Chevrolet 2500 with 3000 lb. crane – service truck

2004 Chevrolet 2500 – shop truck

Trailers:

2009 35' Hooper Gooseneck trailer

2018 18" Taylor Equipment trailer

16' Tandem Dump trailer

Equipment:

30HP Tractor with bucket

Hose Monster

5000 lb. Warehouse Forklift

3000 lb. Warehouse Forklift

Ditch Witch Trencher

(2) 3" Diaphragm Mud Hogg pumps

2" & 3" Trash Pumps

Hose Monster Test

Fire Hydrant Flow Test Equipment

High Pressure leak stop grout pump

(2) 11000-watt welder generators

(1) 8600-watt generator

(1) 5000-watt generator

(1) gas powered air compressor

Confined Space rescue kit tripod, harness, blowers & gas monitors

Backflow Preventor test gauge



3610 Fiscal Court
Riviera Beach, FL 33404
(561) 398-2781 C
(561) 881-0013 F
maxxenvironmental.com

Response Approach to Work Orders

- SCHEDULING:** We can be on-site next day for emergencies.
- COMPLETION:** Manholes; 3-7 per day / Lift Stations; 2.5 days max
- EMERGENCY:** We can be on-site within 24-48 hours.
- MOBILIZATION:** No additional cost – included within our bid pricing.
- EQUIPMENT:** Ford F450 lead box truck, Strong 35D Spray Rig,
Ford F450 support truck, 5000psi pressure washer trailer,
375cfm/150psi air compressor.
- MATERIALS:** Coating material new & rehab - Sewpercoat PG, Kerneos
Aggressive leak stops – Seal Guard 2 hydrophobic grout
Regular leak stops – Avanti 202 hydrophilic grout
Hole filling / Leak stops – Strong Plug
Wall patching / repairs – Strong QSR
Black Beauty sand (sandblasting) – Florida Sand & Silica
Safety Gear (Tripods, Gas detectors, etc) – Ritz Safety
- PICTURES:** We shall provide before and after pictures of all work.
- SUB-CONTRACTORS:** None. Maxx shall perform all services



Labor/Equipment Rates Form

RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services

LABOR and EQUIPMENT RATES	RATES	
	WORKING HOURS	AFTER HOURS
Supervisor	\$50.00	\$75.00
Foreman	\$75.00	\$113.00
Helper - Labor Only	\$35.00	\$53.00
Helper with Truck/Trailer	\$50.00	\$75.00
Backflow Technician	\$40.00	\$60.00
Other: (EXPLAIN)		
Please provide when after hours would apply	Anytime outside Mon - Fri 7am - 5 pm	

EQUIPMENT RATES	SET UP FEE	HOURLY	DAILY	WEEKLY	MONTHLY	OWNED or RENTED	
						O	R
Mini Excavator with Operator	\$150.00	\$80.00	\$800.00	\$2,400.00	\$9,600.00	O	
Back Hoe with Operator	\$250.00	\$125.00	\$1,250.00	\$6,250.00	\$25,000.00		R
Vac Truck - 2 Man Crew	\$250.00	\$280.00	\$2,800.00	\$14,000.00	\$56,000.00		R
CCTV Camera Trailer with Operator	\$250.00	\$175.00	\$1,750.00	\$8,750.00	\$35,000.00		R
Tractor with Bucket with Operator	\$250.00	\$125.00	\$1,250.00	\$6,250.00	\$25,000.00	O	
4" Sewage Bypass Pump with Hoses	\$250.00	\$40.00	\$250.00	\$650.00	\$2,600.00		R
Bypass Pump Fuel Additional	\$4.50 per gallon						
1500 Gallon Temporary Hydro Tank							
3000 Gallon Temporary Hydro Tank							
10000 Gallon Temporary Hydro Tank							
Aerator for Ground Storage Tank							
13000 Watt Generator	\$250.00	\$40.00	\$170.00	\$850.00	\$3,400.00		R
Infiltrator MH Leak Stop Plus Labor	\$150.00	\$25.00	\$150.00	\$750.00	\$3,000.00	O	
Portable Concrete Mixer with Crew							
Metal Fabrication/Welding Lead Man	\$150.00	\$75.00	\$750.00	\$3,750.00	\$15,000.00	O	
Metal Fabrication/Weider	\$150.00	\$65.00	\$650.00	\$3,250.00	\$13,000.00	O	
Sand Blast Trailer Rig with Crew	\$250.00	\$295.00	\$2,950.00	\$14,750.00	\$59,000.00		R
Sand Blasting Sand	\$5.00 per 50 lb bag						
Compactor with Operator	\$150.00	\$100.00	\$1,000.00	\$5,000.00	\$20,000.00	O	
Air Compressor Road Bore	\$250.00	\$125.00	\$1,250.00	\$6,250.00	\$25,000.00	O	
OTHER RATES	% MARK UP						
Materials Purchased for Specific Job	25%						
Materials from Stock	25%						
Subcontract Labor	20%						
Performance and Payment Bond	Cost 2%						

Company Name: RCM Utilities, LLC

Authorized Signature/Date: Christopher R. Creech 07/26/2019

RFP 35-19-01 WATER & WASTEWATER
Misc Construction/Maintenance Services
Christopher R. Creech Manager



TAB 7 -ACCEPTANCE OF CONDITIONS

As found in section 1.14.2 Insurance, RCM Utilities has been assured by its insurance provider Bates Insurance that a pollution policy for \$1,000,000 for each pollution condition can be obtained if we are awarded this contract. Please let us know, and we can forward to you proof of coverage.

In addition, RCM Utilities has obtained builders' risk coverage when required on a job per job basis. If awarded this contract, and builder's risk coverage is required, we will notify our insurance provider and can forward to you proof of coverage.

Except for the two insurance coverages listed above, there are no known exceptions or deviations to the terms and conditions of the City of Zephyrhills RFP 35-19-01 Water & Wastewater Misc. Construction / Maintenance Services

RFP 35-19-01

SUBCONTRACTOR:

Firm Name and Address

Services to be Provided

- | | |
|---|---------------|
| 1. Betts Electrical Services, LLC
9590 SE 190th Court
Ocklawaha, FL 32179 | 1. Electrical |
| 2. Max Environmental, LLC
3610 Fiscal Court
Riviera Beach, FL 33404 | 2. Sewpercoat |
| 3. | 3. |
| 4. | 4. |
| 5. | 5. |

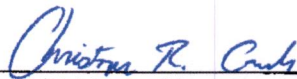
DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby

certifies that RCM Utilities, LLC does:
(Name of Business)

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' policy of maintaining a drug-free workplace, any 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 if 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's Signature Christopher R. Creech

07/26/2019

Date

PUR062.036
re. 10/97

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to City of Zephyrhills
(print name of the public entity)
by Christopher R. Creech Manager / Owner
(print individual's name and title)
for RCM Utilities, LLC
(print name of entity submitting sworn statement)

whose business address is

100 West Mills Ave Eustis, FL 32726

and (if applicable) its Federal Employer Identification Number (FEIN) is 82-4160762

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____.)

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 of 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 misrepresentation.
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, nonjury 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:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. 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 which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and 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. (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 THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. 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 ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Christopher R. Creech
(Signature)

Sworn to and subscribed before me this 26 day of July, 2019

Personally known Christopher R. Creech

Or Produced identification _____
Notary Public – State of Florida

Melissa Moss
My commission expires November 8, 2019
(Type of Identification)



(Printed, Typed or stamped commissioned name of notary public)
Form PUR 7068 (Rev. 06/18/92)

Addenda Receipt Acknowledgment

Addendum # <u>1</u>	Date <u>07/01/2019</u>	Initials <u>CRC</u>
Addendum # _____	Date _____	Initials _____
Addendum # _____	Date _____	Initials _____
Addendum # _____	Date _____	Initials _____

Firm Representative:

Christopher R. Creech
Signature/Date (Executed by Corporate Authority)
Christopher R. Creech Manager

NON-COLLUSIVE AFFIDAVIT

State of Florida
County of Lake

Christopher R. Creech, being first duly sworn, deposes and says that he/she is **Manager of**
RCM Utilities, LLC, the party making the fore-going submittal of qualifications or bid that such
submittal
(partner or officer of the Firm, etc)

Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed, directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to secure any advantage against the City of Zephyrhills of any person interested in the proposed contract; and that all statements in said response are true.

Christopher R. Creech
Officer

RCM Utilities, LLC (Company Name)

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 26 day of July 2019
by
Christopher R. Creech Manager (name and title of corporate officer)
of RCM Utilities, LLC (Name of Corporation),
a Florida (state or place of incorporation) corporation, on behalf of the
corporation. He/she is personally known to me or has produced _____ (Identification type)
as identification.

Melissa Moss (Signature line for notary public)

Melissa Moss (Name of notary type, printed or stamped)

AMBR / Executive Assistant (Title or rank)

My commission expires: November 8, 2019
Serial number, if any _____



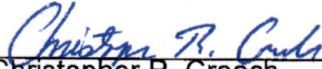
E-VERIFY

RFP No: 35-19-01
Project Description: Water & Wastewater Misc Construction
/Maintenance Services

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the City of Zephyrhills.

Company/Firm: RCM Utilities, LLC
Authorized Signature: 
Christopher R. Creech
Title: Manager / Owner
Date: July 26, 2019

RFP ACCEPTANCE

I acknowledge and understand the requirements set forth in RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services.

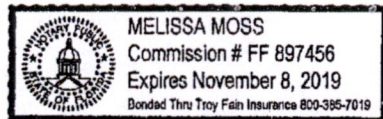
Christopher R. Creech
Authorized Signature

07/26/2019
Date

Christopher R. Creech
Printed Name

RCM Utilities, LLC
Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this
26 day of July A.D. 2019



_____(Seal) By: Melissa Moss
Title: AMBR / Executive Assistant

Karen,

Can you please clarify why the title of the renewal agreement is Renewal of Agreement for RCM Utilities 41-19-30C and the original RFP's # was RFP #35-19-01?



Thank You,
Melissa Moss
Controller
RCM Utilities, LLC
100 W. Mills Ave
Eustis, FL 32726
rcmutilities.com
melissa@rcmutilities.com
352-561-2990 / office
352-267-0874 / cell
352-292-0139 / fax

RFP numbering is different than a contract number. In the original contract it referenced the RFP # in Article 2. Basically, it refers to the RFP for all the details and requirements listed for the contract. 2.1.1 is the original solicitation, 2.1.2 refers to your company's response. The original contract is the 41-19-30c includes all documentation from the solicitation of 35-19-01. This renewal is 41-22-21 is the extension of the original 41-19-30c. They are similar in the numbering but are completely different for a purpose. I hope this explains it....if not, please let me know.

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 The following documents, collectively referred to as the "Contract Documents", are incorporated into and made part of this Agreement:

2.1.1 RFP 35-19-01, Water & Wastewater Construction/Maintenance Services "Exhibit A";

2.1.2 Contractor's response to Item 2.1.1, attached hereto as "Exhibit B";

Karen Miller
Purchasing Agent/Finance Specialist
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542
813-780-0000 ext. 3536



Cathcart
Construction Company - Florida, LLC

A Safety Company That Builds Infrastructure Projects

1056 Willa Springs Dr Winter Springs, FL 32708
(407) 629-2900

Ocoee Lift Station #34 Proposal

Trent Hopper

Below is the pricing for the Lift Station #34.

ITEM NO.	DESCRIPTION	Unit	Quant.	Bid Unit	Bid Amount
1	Mobilization	LS	1	\$ 18,500.00	\$ 18,500.00
2	Maintenance of Traffic	LS	1	\$ 5,600.00	\$ 5,600.00
3	Bypass System	LS	1	\$ 21,590.00	\$ 21,590.00
4	Lift Station Demo	LS	1	\$ 25,110.00	\$ 25,110.00
5	Lift Station Rehab	LS	1	\$ 59,125.00	\$ 59,125.00
6	Restoration	LS	1	\$ 17,450.00	\$ 17,450.00
7	Spray Line Wet Well	LS	1	\$ 35,712.50	\$ 35,712.50
8	Spray Line Valve Vault	LS	1	\$ 6,617.50	\$ 6,617.50
Totals					\$ 189,705.00





STAFF REPORT

Meeting Date: December 3, 2024
Item #: 16

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Ginger Corless
City Manager: Craig Shadrix

Subject: First Reading of Ordinance for MDTL Enterprise LLC Property (Conservation Tract) Annexation; Project No. AX-10-24-01. (Zoning Manager Whitfield)

Background Summary: Owner/Applicant: The property owner is MDTL Enterprise LLC, and the applicant is Marcos Bastian, AECOM.

Site Location: The property is located in Commission District 3 and is on the east side of Ocoee Apopka Road, beginning approximately 2,300 feet north of the intersection of Ocoee Apopka Road at Palm Drive and approximately 508 feet east of Ocoee Apopka Road.

Property Size & Parcel Identification Number: The property consists of one (1) parcel containing approximately 9.9 acres and assigned parcel ID numbers 07-22-28-0000-00-087.

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

Current Future Land Use Map (FLUM) Designation	Current Zoning District	Existing Land Use	Unique Features/Overlay Districts
Conservation (per JPA)	County A-1 (Citrus Rural District)	Vacant wooded land	Wetlands

The table below lists the jurisdictions, future land use designations, zoning districts, and existing uses of the surrounding properties.

Direction	Jurisdiction	Future Land Use Designation	Zoning	Existing Land Uses
North	City of Ocoee	Low Density Residential	R-1AA	Vacant, scattered wooded areas

South	Orange County & City of Ocoee	County LDR/City Conservation	County A-1/City A-2	Agriculture uses along with wooded wetlands
East	City of Ocoee	Conservation	I-2	Mostly vacant wooded areas and an industrial warehouse
West	City of Ocoee	Low Density Residential	County A-1	Commercial recreation facility (Girls Softball Field)

Proposed Development: The applicant is requesting an annexation only. An initial rezoning to a City zoning classification is not being processed at this time because the intent of this annexation is to provide the property as a future wetland dedication to the City as part of the Ocoee Regional Sports Facility (AKA) Dynasty Sports Complex's, wetland mitigation program. The dedication of this land will provide protection and preservation of existing conservation lands adjacent to and connected to wetlands within the future Dynasty Sports Complex development.

Consistency with Florida Statutes: With respect to the proposed annexation, Section 171.044, Florida Statutes (F.S.), grants municipalities the authority to annex contiguous, compact, non-circuitous territory so long as it does not create an enclave. The subject property is bordered by the City's jurisdictional limits on its north, east and south sides and, as such, is contiguous to the City. The annexation does not create a new enclave. Instead, the annexation furthers the City's efforts to reduce existing enclaves within the city limits.

Consistency with JPA Agreement: The property is located within the Ocoee-Orange County Joint Planning Area (JPA), and the proposed annexation is consistent with the terms of the JPA Agreement as the JPA designates this property as Conservation.

Consistency with Adopted Comprehensive Plan: The annexation is consistent with Future Land Use Element (FLUE) Policy 2.5, which requires the City to consider requests for voluntary annexation when those lands are logical extensions of the existing City limits and when proposed uses are compatible with the City's Comprehensive Plan, the JPA Agreement, and the City's Annexation Policy. The annexation is also consistent with Conservation Element Objective 4 and its implementing policies with respect to the protection and preservation of wetlands.

Transportation and Access: The site is currently landlocked as it does not have frontage on a public road right-of-way; however, access will be coordinated with the Ocoee Regional Sports Complex development, which borders this property along its northern boundary. Access to the property would be for monitoring and maintaining the wetlands and natural resources on the site per the terms of an approved Monitoring and Maintenance Plan.

Utilities: The Utilities Department has no issues with this annexation.

Stormwater: Not applicable.

Schools: Not applicable.

Public Safety: Not applicable as no development is proposed. Annexation of the property is for the purposes of preservation of existing wetlands.

Recreation and Open Space: Not applicable.

Issue:

Should the Honorable Mayor and City Commissioners approve a proposed ordinance for the Annexation of the

City of Ocoee • 1 N. Bluford Avenue • Ocoee, Florida 34761

Phone: (407) 905-3100 • www.ocoe.org

MDTL Enterprise LLC Property, assigned parcel ID number 07-22-28-0000-00-087, for purposes of protection of conservation/wetland lands?

Recommendations:

Development Review Committee (DRC) Recommendation

The DRC met on Tuesday, October 29, 2024, to consider this annexation and, identifying no issues, recommended approval.

Planning & Zoning Commission Recommendation

The Planning and Zoning Commission, acting as the Local Planning Agency, considered this item at its November 12, 2024, public hearing and made a recommendation of approval of the proposed ordinance for the Annexation of the MDTL Enterprise LLC Property, assigned parcel ID number 07-22-28-0000-00-087, for purposes of protection and preservation of conservation/wetland lands, subject to a timing condition that the property be dedicated to the City at the time of project kickoff.

Staff Recommendation

Staff recommends that the Honorable Mayor and City Commissioners approve the proposed ordinance for the Annexation of the MDTL Enterprise LLC Property, assigned parcel ID number 07-22-28-0000-00-087, for purposes of protection and preservation of conservation/wetland lands, subject to the condition that the property be dedicated to the City by or before project kickoff.

Attachments:

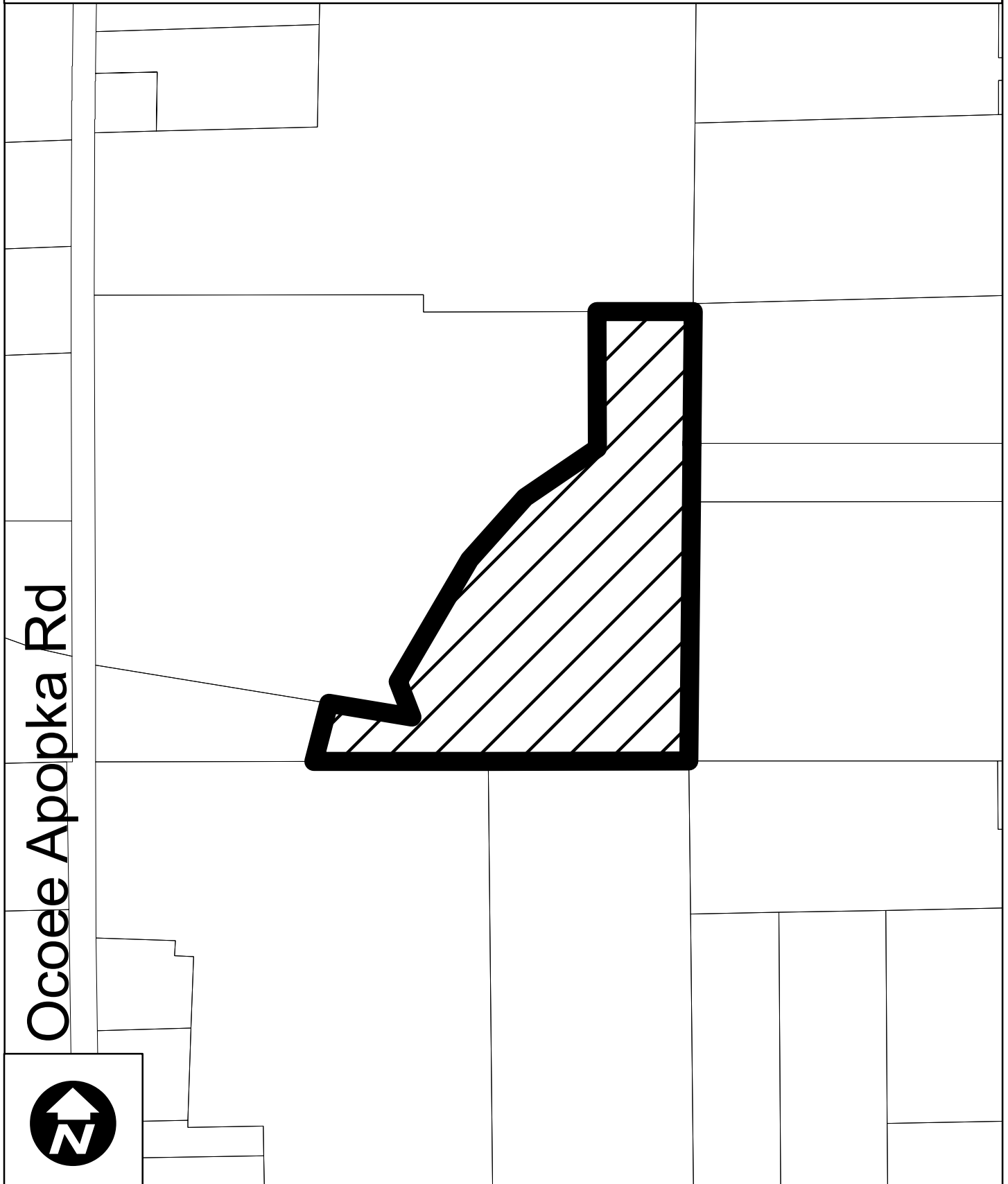
1. Location Map
2. Aerial Map
3. Surrounding FLUM Map
4. Surrounding Zoning Map
5. MDTL Conservation Tract Annex Ordinance
6. Business Impact Estimate Form_MDTL Conservation Tract Annexation

Financial Impacts:

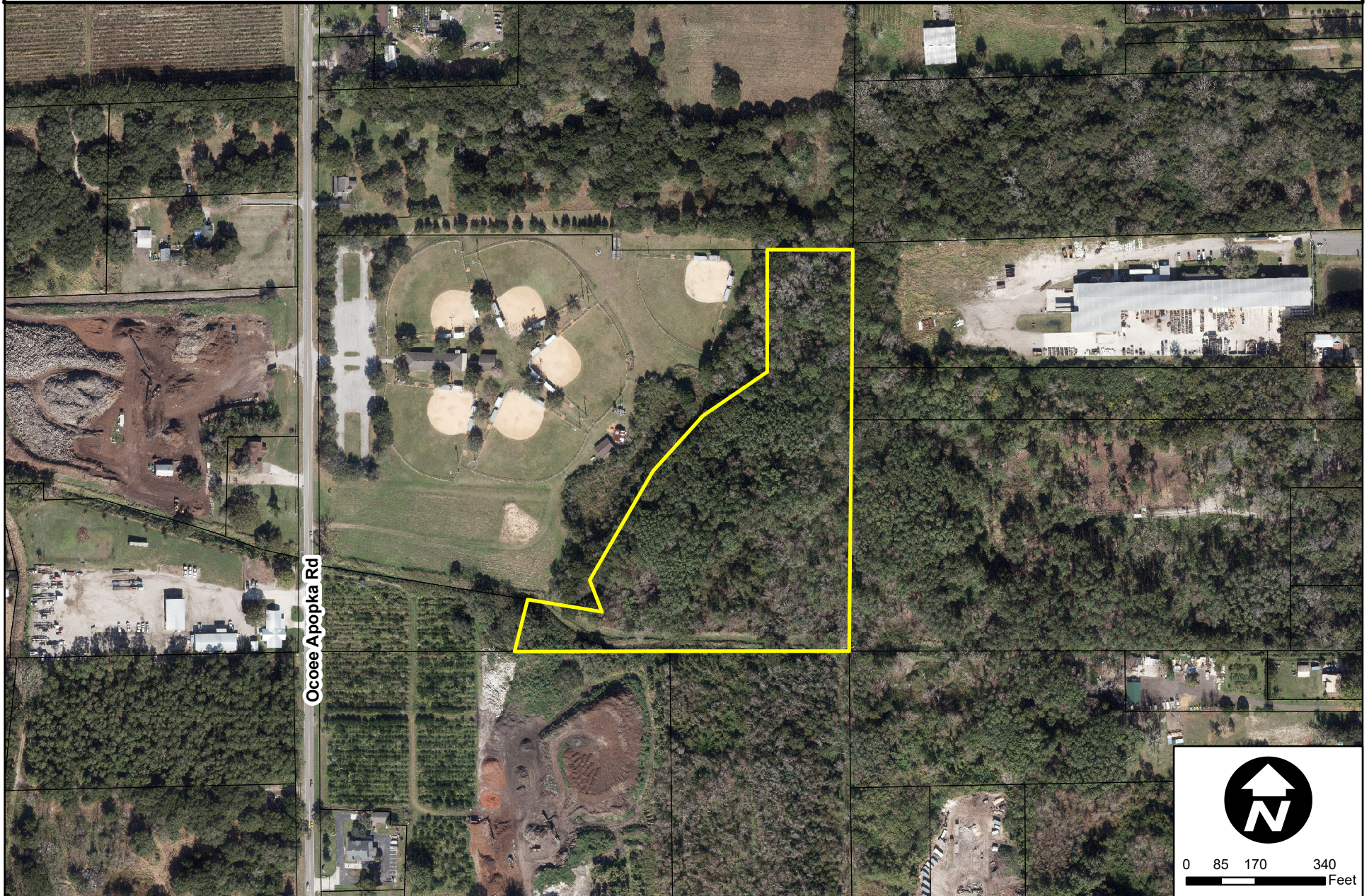
N/A

Type of Item: First Reading

MDTL Enterprise LLC Property (Conservation Tract) Annexation Location Map



MDTL Enterprise LLC Property (Conservation Tract) Annexation Aerial Map



0 85 170 340
Feet

MDTL Enterprise LLC Property (Conservation Tract) Annexation Surrounding Future Land Use Map



Development Services
Department

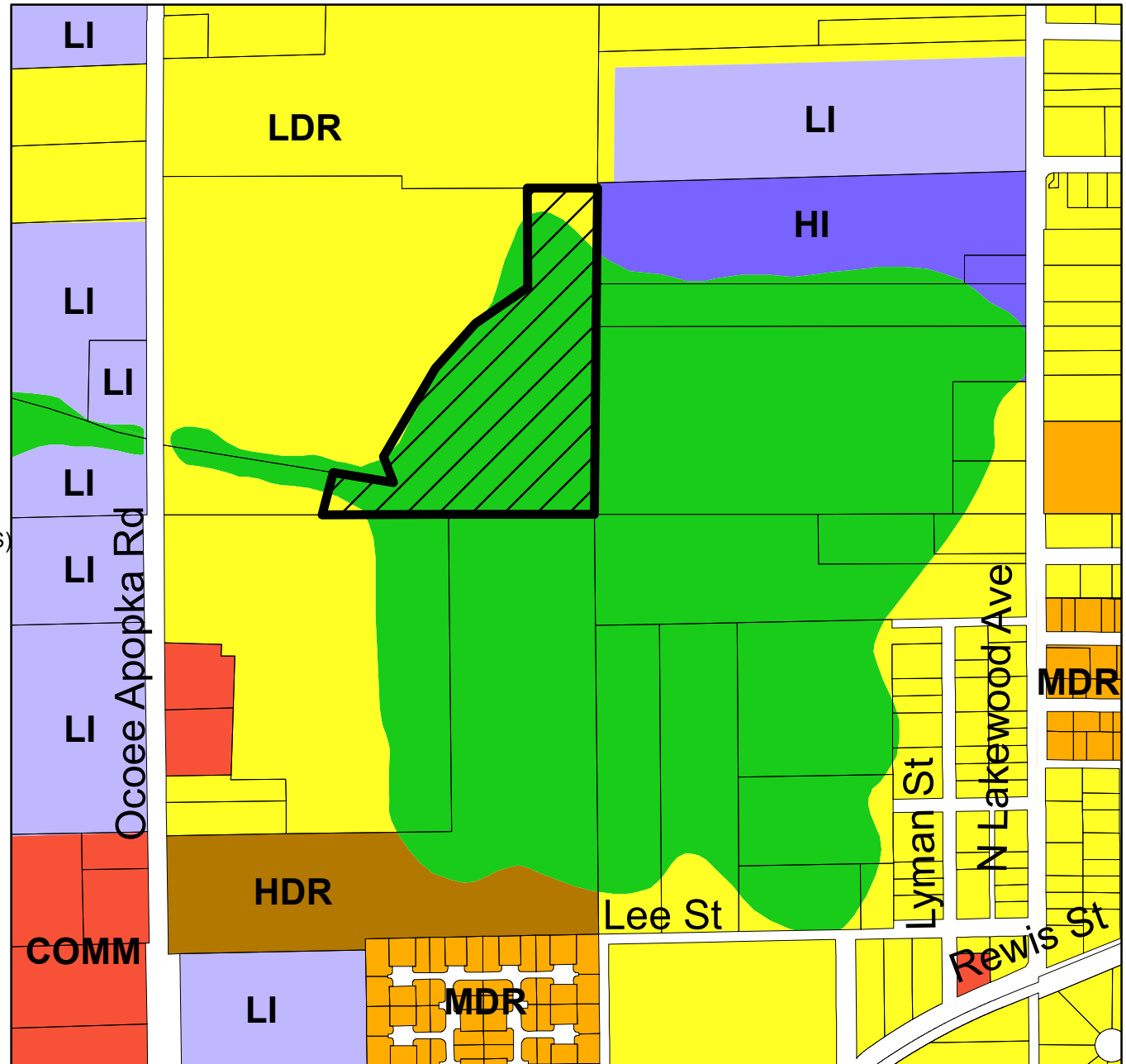
0 115 230 460
Feet

Created: November 2024

 Subject Property

Future Land Use Classification:

-  Low Density Residential (LDR)
-  Medium Density Residential (MDR)
-  High Density Residential (HDR)
-  Professional Offices and Services (PS)
-  Commercial (COMM)
-  Light Industrial (LI)
-  Heavy Industrial (HI)
-  Conservation/Floodplains (CONS)
-  Recreation and Open Space (REC)
-  Public Facilities/Institutional (INST)



MDTL Enterprise LLC Property (Conservation Tract) Annexation Surrounding Zoning Map



Development Services
Department

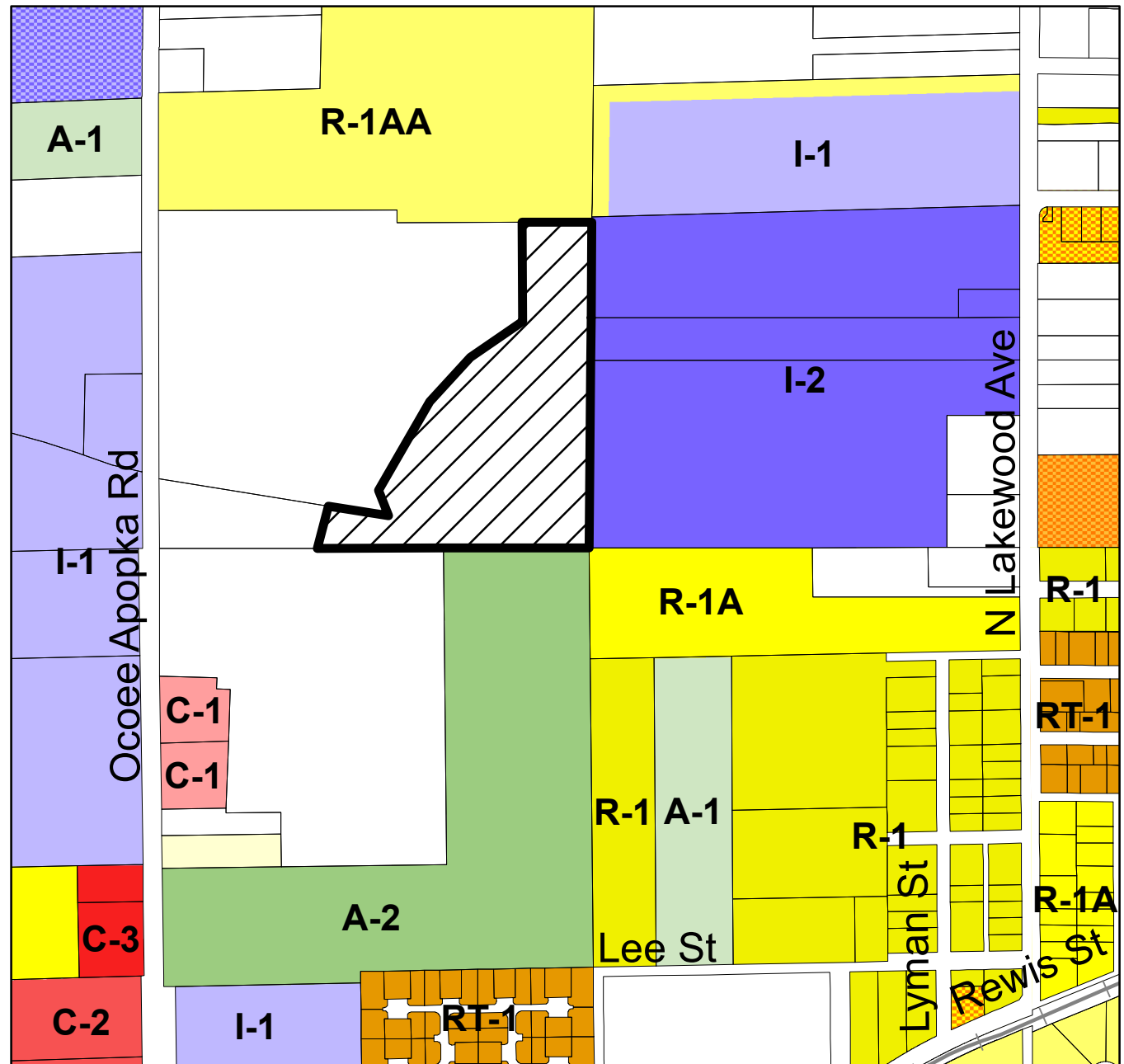
0 115 230 460
Feet

Created: November 2024

 Subject Property

Zoning Classification:

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



**ORDINANCE NO. 2024-
(Annexation Ordinance for
MDTL Enterprise LLC Property)**

TAX PARCEL ID: 07-22-28-0000-00-087

**CASE NO. AX-10-24-01: MDTL Enterprise LLC
Annexation**

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 9.9 ACRES LOCATED ON THE EAST SIDE OF OCOEE APOPKA ROAD, BEGINNING APPROXIMATELY 2,300 FEET NORTH OF THE INTERSECTION OF OCOEE APOPKA ROAD AT PALM DRIVE THEN APPROXIMATELY 508 FEET EAST OF OCOEE APOPKA ROAD AND ASSIGNED PARCEL ID NUMBERS 07-22-28-0000-00-087, PURSUANT TO THE APPLICATION SUBMITTED BY THE APPLICANT; FINDING SAID ANNEXATION TO BE CONSISTENT WITH THE FLORIDA STATUTES, THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 171.044, Florida Statutes, the owner of certain real properties located in unincorporated Orange County, Florida, as hereinafter described, has petitioned the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to annex approximately 9.9 acres of property, as more particularly described in **Exhibit “A”** attached hereto, into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, the Ocoee City Commission has determined that said petition bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, notice of the proposed annexation has been published pursuant to the requirements of Section 171.044(2), Florida Statutes, and Section 5-9(E), Article V, Land Development Code of the City of Ocoee (the “Code”); and

WHEREAS, on November 12, 2024, the Planning and Zoning Commission of the City of Ocoee, Florida, reviewed the proposed annexation and found it to be consistent with the Ocoee Comprehensive Plan, to comply with all applicable requirements of the Ocoee City Code, and to be in the best interest of the City of Ocoee and has recommended to the Ocoee City Commission that it approve said annexation petition; and

WHEREAS, the Ocoee City Commission has the authority, pursuant to Section 171.044, Florida Statutes, to annex said real property into its corporate limits upon petition of the owners of said real property; and

WHEREAS, the Ocoee City Commission is desirous of annexing and redefining the boundary lines of the City of Ocoee, Florida, to include said real property.

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

Section 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapters 166 and 171, Florida Statutes, and Section C-7 of Article 1 of the Charter of the City of Ocoee, Florida.

Section 2. PETITION. The Ocoee City Commission hereby finds that the petition to annex certain lands, as hereinafter described, into the corporate limits of the City of Ocoee, Florida, bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida.

Section 3. ANNEXATION. The following described real property located in unincorporated Orange County, Florida, is hereby annexed into the corporate limits of the City of Ocoee, Florida:

**SEE EXHIBIT “A” ATTACHED HERETO AND BY THIS
REFERENCE MADE A PART HEREOF**

Section 4. MAP. A map of said land herein described, which clearly shows the annexed area, is attached hereto as **EXHIBIT “B”** and by this reference is made a part hereof.

Section 5. CONSISTENCY FINDING. The Ocoee City Commission hereby finds that the annexation of said land herein described is consistent with the Ocoee Comprehensive Plan, as amended, and meets all of the requirements for annexation set forth in Florida Statutes § 171.044, the Ocoee Comprehensive Plan and the Ocoee City Code.

Section 6. CORPORATE LIMITS. The corporate territorial limits of the City of Ocoee, Florida, are hereby redefined to include said land herein described and annexed.

Section 7. OFFICIAL MAPS. The City Clerk is hereby authorized to update and supplement official City maps of the City of Ocoee, Florida, to include said land herein described and annexed.

Section 8. LIABILITY. The land herein described and future inhabitants of said land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances, and regulations of the City of Ocoee, Florida, and be entitled to the same privileges and benefits as other areas of the City of Ocoee, Florida.

Section 9. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of

competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

Section 10. CONFLICTING ORDINANCES. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

Section 11. EFFECTIVE DATE. This Ordinance shall become effective upon passage and adoption. Thereafter, the City Clerk is hereby directed to file a certified copy of this Ordinance with the Clerk of the Circuit Court for Orange County, Florida, the Chief Administrative Officer of Orange County, Florida, and with the Florida Department of State within seven (7) days from the effective date.

PASSED AND ADOPTED this _____ day of _____, 2024.

ATTEST:

**APPROVED:
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: _____
City Attorney

EXHIBIT "A"

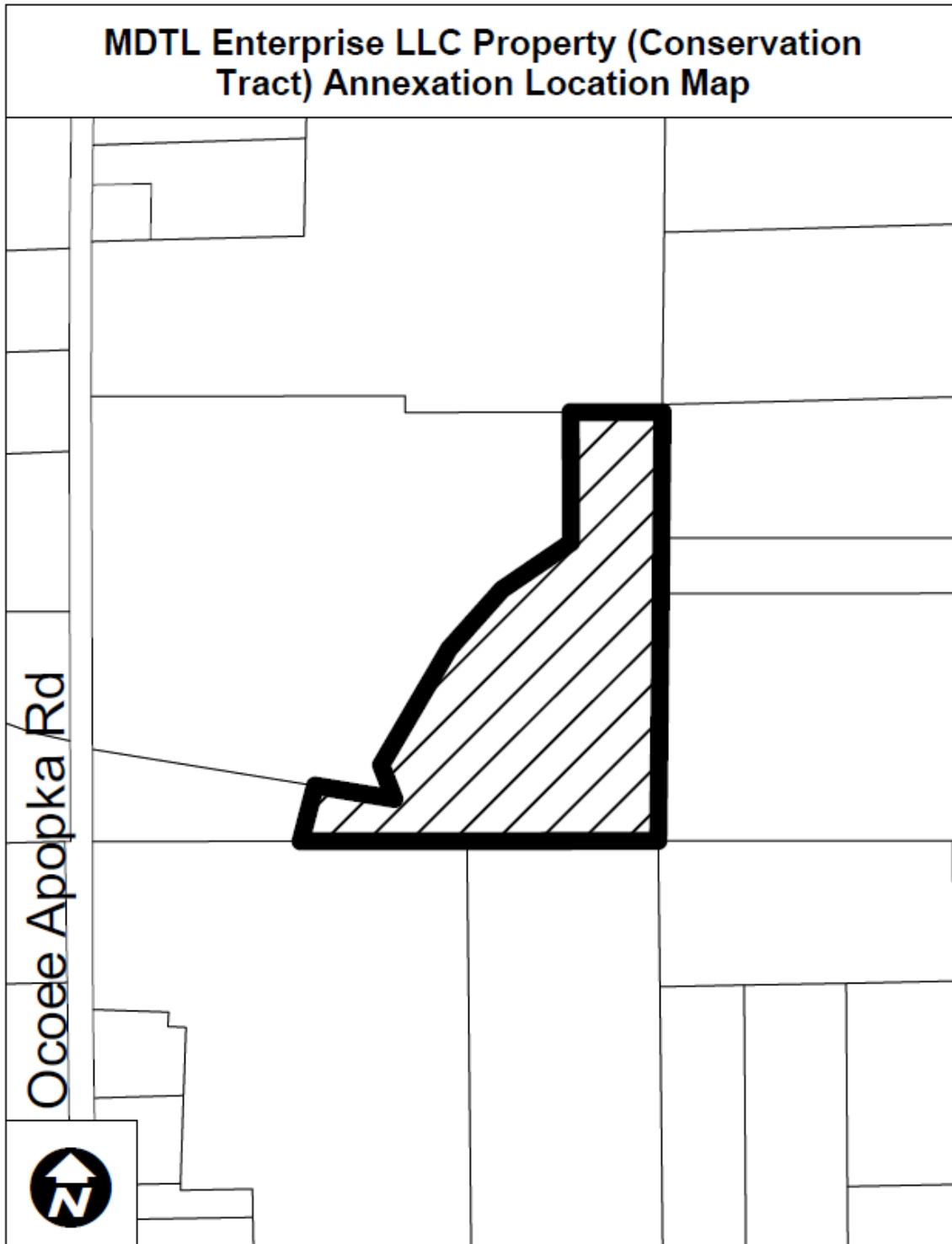
LEGAL DESCRIPTIONS

PARCEL ID NO.: 07-22-28-0000-00-087

COMM SW COR OF SE1/4 OF SEC 07-22-28 TH N88-52-07E 511.50 FT TO POB N13-25-08E 131.50 FT
S81-48-37E 184.66 FT N22-27-24W 83.25 FT N29-08-55E 309.66 FT N40-58-21E 182.58 FT N54-29-
39E 191.59 FT N01-14-03W 299.33 FT N88-51-46E 210.90 FT S00-32-25E 985.38 FT S8852-07W
821.87 FT TO POB

EXHIBIT "B"

LOCATION MAP



City of Ocoee
Business Impact Estimate

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 9.9 ACRES LOCATED ON THE EAST SIDE OF OCOEE APOPKA ROAD, BEGINNING APPROXIMATELY 2,300 FEET NORTH OF THE INTERSECTION OF OCOEE APOPKA ROAD AT PALM DRIVE THEN APPROXIMATELY 508 FEET EAST OF OCOEE APOPKA ROAD AND ASSIGNED PARCEL ID NUMBERS 07-22-28-0000-00-087, PURSUANT TO THE APPLICATION SUBMITTED BY THE APPLICANT; FINDING SAID ANNEXATION TO BE CONSISTENT WITH THE FLORIDA STATUTES, THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING FOR 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):

The proposed ordinance will annex conservation and wetland area into the City, and such land will be dedicated to the City for the protection of such conservation and wetland area as mitigation for a land use amendment and development activity. Preservation of wetlands serves the public health, safety, morals and welfare as it improves the City's flood resiliency.

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: N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):

The purpose of this annexation is so that the conservation and wetlands acreage will be within and dedicated to the City in order to increase the City's total wetlands protection acreage as part of the City's FEMA Community Rating System.



Meeting Date: December 3, 2024
Item #: 17

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Ginger Corless
City Manager: Craig Shadrix

Subject: First Reading of Ordinance for the Annual Comprehensive Plan Text Amendment to Adopt Five-Year Schedule of Capital Improvements and Update the Capital Improvement Element (CIE); Project No. CPA-2024-007. (Zoning Manager Whitfield)

Background Summary:

Section 163.3177(3)(a), Florida Statutes (F.S.), requires that the Comprehensive Plan contains a Capital Improvements Element (CIE) designed to consider the need for, prioritization and location of public facilities in order to encourage the efficient use of such facilities as development occurs within the city. The CIE is required to include a Schedule of Capital Improvements (Schedule) incorporating publicly and privately funded projects necessary to ensure that the adopted level of service standards is achieved and maintained. The schedule shall cover at least a 5-year period. Section 163.3177(3)(b), F.S., requires that the City review, modify, and update the Schedule and Capital Improvements Element on an annual basis. This annual update may be accomplished by ordinance and may not be deemed an amendment to the local comprehensive plan under Section 163.3184, F.S.

Capital Improvements Element Policy 1.5 states that the City shall continue, in conjunction with the annual process for the preparation of the operating budget, to prepare/update and adopt a five-year capital improvements program (CIP) in accordance with the timeline and priorities set forth in that Policy as well as Policies 1.1, 1.2 and 1.3. Pursuant to these policies, the City has reviewed its existing public services and facilities and future needs over the next five (5) years and prepared a five-year capital improvement plan and budget. The City conducted two (2) advertised and publicly noticed public hearings to consider the budget and the proposed improvements. The first public hearing was held on September 11, 2024. After consideration of public comments, the City Commission adopted the FY 24/25 - FY 28/29 Budget and Schedule of Capital Improvements at its September 18, 2024, public hearing.

This ordinance proposes to amend the Capital Improvements Element to incorporate the capacity capital improvements from the adopted Five-Year Schedule of Capital Improvements. As such, it does not propose any new projects or improvements not previously reviewed and approved by the Ocoee City Commission. This amendment is applicable city-wide. Thus, no maps are included in the staff report.

Issue:

Should the Honorable Mayor and City Commissioners approve a proposed ordinance to amend the Capital Improvements Element and update the Five-Year Schedule of Capital Improvements within the City's Comprehensive Plan in accordance with Section 163.3177(3), Florida Statutes (F.S.), and Policy 1.5 of the Capital Improvements Element?

Recommendations:**Planning & Zoning Commission Recommendation**

The Planning and Zoning Commission, acting as the Local Planning Agency (LPA), considered this item at its November 12, 2024, public hearing and made a recommendation of approval of the proposed ordinance to amend the Capital Improvements Element and update the Five-Year Schedule of Capital Improvements within the City's Comprehensive Plan in accordance with Section 163.3177(3), Florida Statutes (F.S.), and Policy 1.5 of the Capital Improvements Element.

Staff Recommendation

Staff recommends that the Honorable Mayor and City Commissioners approve the proposed ordinance to amend the Capital Improvements Element and update the Five-Year Schedule of Capital Improvements within the City's Comprehensive Plan in accordance with Section 163.3177(3), Florida Statutes (F.S.), and Policy 1.5 of the Capital Improvements Element.

Attachments:

1. Ordinance
2. Business Impact Estimate Form_Annual CIE Update

Financial Impacts:

N/A

Type of Item: First Reading

**ORDINANCE NO. 2024-
(Amendment to Capital Improvements Element
of the Comprehensive Plan and Update of the
Five-Year Schedule of Capital Improvements)
CASE NO. CPA-2024-007**

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING THE OCOEE COMPREHENSIVE PLAN AS ADOPTED IN 1991, AS AMENDED, IN ORDER TO COMPLY WITH SECTION 163.3177(3), FLORIDA STATUTES; AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Ocoee (the “Ocoee City Commission”) adopted the City of Ocoee Comprehensive Plan pursuant to Chapter 163, Part II, Florida Statutes (F.S.), which has been amended from time to time (the “Comprehensive Plan”); and

WHEREAS, pursuant to Section 163.3177(3)(a), F.S., the Comprehensive Plan shall contain a Capital Improvements Element designed to consider the need for and the location of public facilities in order to encourage the efficient use of such facilities and to include, at a minimum, a five-year schedule of capital improvements which include publicly and privately funded improvements; and

WHEREAS, pursuant to Section 163.3177(3)(b), F.S., the Capital Improvements Element, to include the Five-Year Schedule of Capital Improvements, must be reviewed and updated annually, and such update may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan; and

WHEREAS, pursuant to Section 166.041(3), F.S., on November 12, 2024, the Planning and Zoning Commission held an advertised and publicly noticed public hearing to consider the amendment to the Capital Improvements Element to update the Five-Year Schedule of Capital Improvements; and

WHEREAS, following advertisement and a duly noticed public hearing on the Ordinance, on December 17, 2024, the Ocoee City Commission, in good faith, determined that this Ordinance is in the best interest of the City and its residents and approved the amendment to the Capital Improvements Element to update the Five-Year Schedule of Capital Improvements.

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

SECTION 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapters 163 and 166, Florida Statutes.

SECTION 2. AMENDMENT OF THE COMPREHENSIVE PLAN. The Ocoee City Commission hereby amends the Capital Improvement Element of the Comprehensive Plan as set forth in **Exhibit “A”** attached hereto and by this reference made a part hereof, with underlines representing additions and strike-throughs representing deletions.

SECTION 3. TRANSMITTAL. The City Clerk is hereby authorized to transmit the required copies of the amendment to the City’s Capital Improvements Element of the Comprehensive Plan to Florida Commerce in accordance with Section 163.3177(3), Florida Statutes.

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2024.

ATTEST:

**APPROVED:
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: _____
City Attorney

EXHIBIT “A”

The Capital Improvements Element is hereby amended as follows:

CITY OF OCOEE COMPREHENSIVE PLAN CAPITAL IMPROVEMENTS ELEMENT

IV. GOALS, OBJECTIVES, AND POLICIES

Policy 1.5: The City shall continue, in the conjunction with the annual process for preparation of the operating budget, to prepare/update and adopt a Five-Year Schedule of Capital Improvements, the first year of which shall be the annual capital portion of the adopted budget. The following criteria shall be followed in developing and updating the Schedule:

- A. The timetable for preparation shall be similar to that used for the preparation of the annual budget so that financial resources available for capital projects can be identified, implications of planned capital projects on the operating budget can be reflected.
- B. The Schedule (and the process for its update) shall conform to this plan, including specifically, but not limited to, the level of service standards, the implementation of projects identified in the various elements, the criteria for evaluating projects, and the criteria for establishing project priorities.
- C. This Element shall be reviewed at least annually in conjunction with the update of the CIP and shall be updated as needed to remain consistent with new information.
- D. The limitation on the use of revenue bonds as a percentage of total debt.
- E. The maximum ratio of total debt service and outstanding capital indebtedness to total revenue and property tax base. The City of Ocoee will manage its outstanding debt by limiting outstanding capital debt to a 1:10 ratio of total annual debt service to total annual City revenues.

Policy 1.6: Pursuant to Section 163.3177(3)(b), F.S., amendments to the Five-Year Schedule of Capital Improvements may be accomplished by ordinance and may not be deemed to be amendments to the Comprehensive Plan. Table 6 reflects the capacity capital improvements from the City's currently adopted Fiscal Year 2023/2028 Five-Year Schedule of Capital Improvements, as adopted by the Ocoee City Commission on September 20, 2023, to maintain the adopted levels of service standards for parks and recreation, stormwater, transportation and water and sewer utilities.

Table 6. City of Ocoee Five-Year Capital Improvements Plan

# Improvement Request Title	Funding Source	2024/2025	2025/2026	2026/2027	2027/2028	2028/2029	Future	Total
Transportation Facilities								
1 Story Road Widening	CRA					\$ 950,000.00	\$18,000,000.00	\$ 18,950,000.00
2 Old Winter Garden Road Extension	CRA		\$ 1,390,616.00	\$ 3,700,000.00	\$ 3,000,000.00			\$ 8,090,616.00
3 Maguire Road Phase 5	CRA			\$ 4,500,000.00	\$ 4,500,000.00			\$ 9,000,000.00
4 Crown Point Road Extension	Public/Private Partnership		\$ 660,000.00					\$ 660,000.00
5 Regency PUD Project	CRA		\$ 560,000.00					\$ 560,000.00
Pine Street ROW Improvements & 6 Construction	Road Impact Fees	\$ 375,000.00	\$ 50,000.00	\$ 3,750,000.00				\$ 4,175,000.00
7 Crown Point Road Project	Road Impact Fees	\$ 2,040,043.00						\$ 2,040,043.00
Transportation Facilities Total:							\$	43,475,659.00
Utility Facilities								
1 Additional Funding ARPA Project	Water/Wastewater Capital Fund	\$ 1,845,000.00						\$ 1,845,000.00
Sewer/Reclaim Line Upsize Associated 2 with Development	Water/Wastewater Capital Fund	\$ 125,000.00						\$ 125,000.00
Additional Funding ARPA Project 3 Lakewood/Rewis/Flewelling	Water/Wastewater Capital Fund	\$ 630,000.00						\$ 630,000.00
Additional Funding Lauren Beth Water 4 Extension	Water/Wastewater Capital Fund	\$ 550,000.00						\$ 550,000.00
Annual Major Water Line Extensions 5 Program	Water/Wastewater Capital Fund	\$ 250,000.00						\$ 250,000.00
Water Line Upsize Associated with 6 Development	Water/Wastewater Capital Fund	\$ 125,000.00						\$ 125,000.00
ARPA Additional Funding - Reclaimed 7 Storage Tank & Pump Facility	Wastewater Capital Fund	\$ 2,178,884.00						\$ 2,178,884.00
Utility Facilities Total:							\$	5,703,884.00

Stormwater Facilities					
1 General Stormwater Improvements	Fund Balance	\$ 320,000.00	\$ 320,000.00		\$ 640,000.00
Stormwater Facilities					\$ 640,000.00

Parks & Recreation Facilities					
1 Pickle Ball Court	Recreation Impact Fees		\$ 500,000.00		\$ 500,000.00
2 Freedom Park Playground	Recreation Impact Fees		\$ 150,000.00		\$ 150,000.00
3 Prairie Lake Playground	Recreation Impact Fees	\$ 150,000.00			\$ 150,000.00
4 Jim Beech Center Playground Ocoee Crown Point PUD Lake Apopka	Recreation Impact Fees	\$ 100,000.00			\$ 100,000.00
5 Waterside Park		\$ 192,000.00	\$ 650,000.00	\$ 300,000.00	\$ 1,142,000.00
Parks & Recreation Facilities Total:					\$ 2,042,000.00
GRAND TOTAL:					\$51,861,543.00

City of Ocoee
Business Impact Estimate

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING THE OCOEE COMPREHENSIVE PLAN AS ADOPTED IN 1991, AS AMENDED, IN ORDER TO COMPLY WITH SECTION 163.3177(3), FLORIDA STATUTES; AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state 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):

The proposed ordinance adopts the 5-Year Capital Improvements Schedule of Capacity Improvements into the City's Capital Improvements Element of the Comprehensive Plan, in accordance with Florida Statutes, to help ensure that adopted levels of service standards for transportation and other public facilities will be achieved or maintained.

As such, the proposed ordinance will serve the public health, safety, morals and welfare.

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: N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):

None

STAFF REPORT

Meeting Date: December 3, 2024
Item #: 18

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Second Reading of Ordinance for City Wide Golf Cart. (Police Chief Ogburn)

Background Summary: The First Reading was held at the November 19, 2024, City Commission Meeting.

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 and on local streets that meet the statutory regulations. Golf carts may be operated on roadways 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 would be 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 required existing and new signage and poles for placement. It should be noted that some signage can 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. 5-30 MPH City Road Speed Limit Map
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: Second Reading Public Hearing

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. Anyone operating a golf cart must possess a valid driver’s license or valid driver’s learner’s license.
- B. Golf carts may be operated on public roadways that are designated for golf carts with a posted speed limit of 30 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 30 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

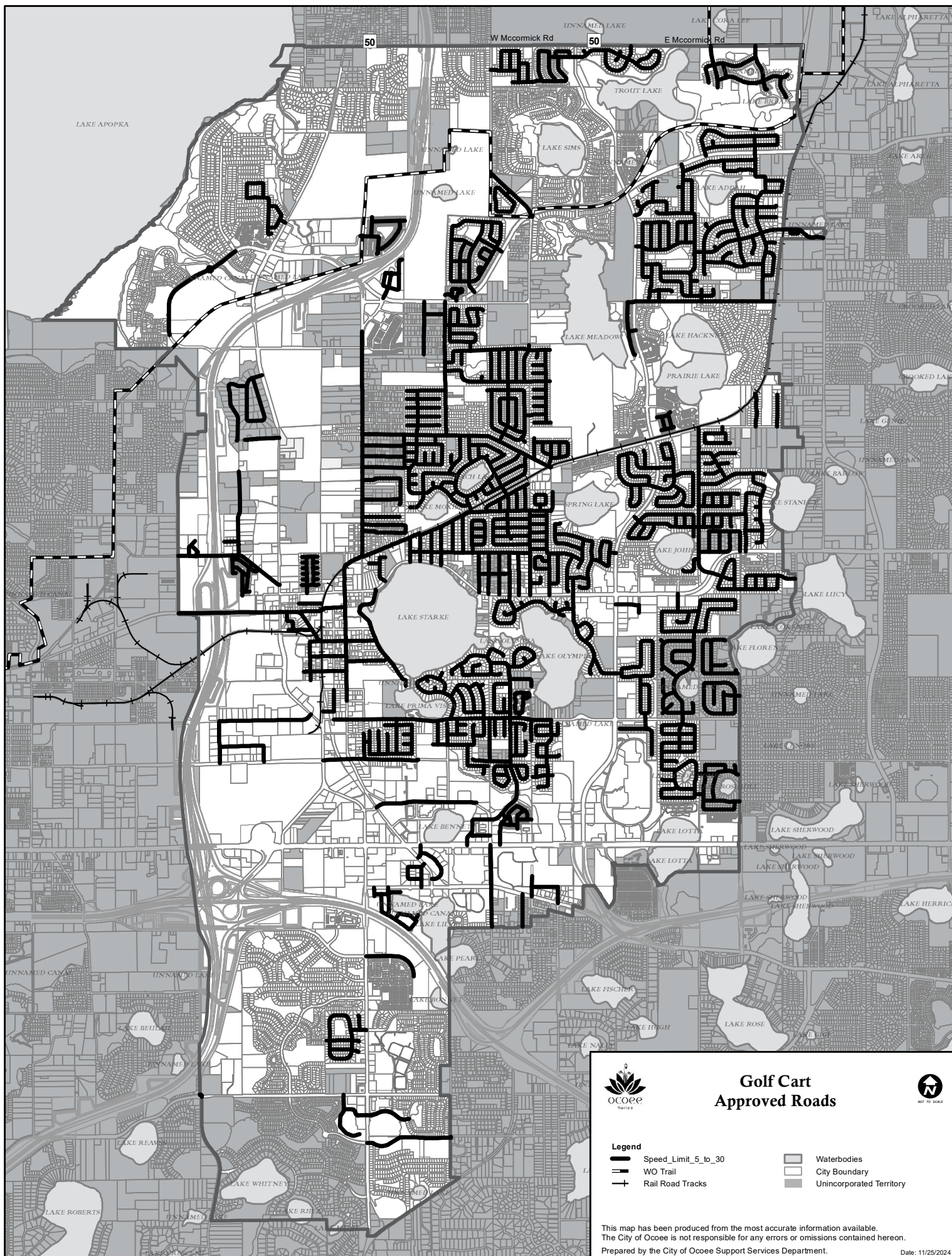
(SEAL)

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



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):



Meeting Date: December 3, 2024
Item #: 19

Contact Name: Craig Shadrix
Contact Number: Ext. 6434

Department Director:
City Manager: Craig Shadrix

Subject: Update and Request Direction to the City Manager and City Attorney regarding City Consultants' Investigation, City's Right of First Refusal ("ROFR") and Forest Lake's Request for Approval of Assignment Related to City-owned Property Located at 10521 Clarcona, Ocoee Road (Forest Lake Golf Course and Facilities). (City Attorney Ardaman)

Background Summary:

On August 20, 2024, the Ocoee City Commission voted 5-0 to deny the request to assign the Ground Lease Agreement from Forest Lake LLP to J.A. Hospitality dated June 26, 2024, without prejudice, due to multiple reasons, including but not limited to Forest Lake LLP's failure to provide complete financial and other information requested on multiple occasions by the City in order to make a determination. Since the August 20, 2024, Commission meeting, Forest Lake and J.A. Hospitality sent a request for approval of assignment for an Amended and Restated Purchase and Sale Agreement dated September 16, 2024. After the request was received by the City, the City's consultants received additional information from Forest Lake and conducted numerous inspections that will be provided at the City Commission meeting. The City met with the owners of Forest Lake and their attorneys on November 7, 2024, to discuss all matters related to the requested assignment and notice of default. The parties agreed in writing to extend the ROFR deadline to December 5, 2024. The City sent Forest Lake a 2nd Notice of Default on November 15, 2024, based on the inspections conducted by the City's consultants. Additionally, City Staff and attorneys from Fishback Dominick met with J.A. Hospitality on Tuesday, November 19th, 2024, to obtain information about J.A. Hospitality. J.A. Hospitality was represented by Peter Watzka and other team members and its attorney.

Issue:

Should the Honorable Mayor and City Commissioners exercise the City's Right of First Refusal and approve or deny Forest Lake's Request for Approval of Assignment?

Recommendations:

The City Attorneys, Consultants and City Staff will provide information for consideration and potential action by the City Commission in lieu of a recommendation at this time.

Attachments:

1. Forest Lake Golf Timeline

Financial Impacts:

None

Type of Item: Regular

Forest Lake Golf Club Timeline

Mid-2018: Ocoee City Commission directed staff to investigate the possibility of the City acquiring the Forest Lake Golf Club ground lease. At this time, both the City and Lessee commissioned separate valuation studies performed by consultants.

March 2020: Ocoee Commission held a public workshop to discuss the findings of the consultants (GAI for the City; CRM for Lessee) as well as feedback from the City Utilities team related to the wastewater permit. The consultants presented the following “as is” valuation estimates:

- GAI \$3.7M
- CRM \$5M

In the Lessee’s consultant’s presentation, they presented three other options, which involved reconfiguration of some holes on the golf course and activation of potential development opportunities that would increase the value of the asset/ground lease, etc. All of these options were highly speculative and hypothetical, and required the unlikely assumption that DEP would approve any, some or all of the concepts. The City had no interest in these options and made it clear that their valuation perspective would not take any into account.

Based on the workshop discussions, the gap between valuations and the onset of the Covid pandemic, the City put these discussions on hold as they were not a high priority, based on global events.

In the fourth quarter of 2020, discussions between Forest Lake LLLP and City officials commenced again about the possibility of a lease transfer. A sales price was discussed but an agreed upon price was not reached.

Mid-2023: City staff began discussions internally about the need to establish a structured and disciplined process to develop a full understanding of the ground lease and wastewater permit obligations and requirements between the City and Forest Lake LLLP. The goal was to put the City in position to respond to future potential requests for a potential lease assignment from a fully informed, responsible perspective.

November 7, 2023: The Commission approved a proposal by ZHA, Inc. to perform an analysis of the ground lease and wastewater permit and produce a report for the City to have available as a resource when considering potential future requests for assignment of the lease.

The approved ZHA proposal included the following scope of work:

- Review the **ground lease** (entirety) and all documents modifying the lease. (the ground lease covers requirements related to all golf operations and compliance with the wastewater permit)
- Review the **wastewater permit** and all documents modifying the permit.
- Review **maintenance records** related to permit compliance (golf course maintenance is tied to permit compliance)
- Review **operations procedures manuals** (golf course operations procedures are tied to the wastewater permit)
- Analyze and prepare draft report addressing potential **operational efficiencies** (tied to overall golf operations)

Early December, 2023: ZHA (Robert Utsey) reached out to Ken Ezell and George Clifton to meet and discuss goals and objectives for the analysis and to begin to develop a relationship.

December 13, 2023: ZHA sent Ken Ezell a detailed request for information requesting documents needed to effectively perform the analysis. Key areas of focus for this request were based on the following items:

- The **ground lease** requirements – all encompassing
- **Maintenance records** related to the ground lease requirements, which includes golf course operations and wastewater permit.
- **Operations procedures** related to the ground lease, which includes the golf course and wastewater permit.
- Overall **operational efficiencies** related to the entirety of the ground lease, which includes compliance with the wastewater permit.

January 18, 2024: ZHA has an on a site tour of the property accompanied by Lessee and was provided limited documentation relative to the request for information. ZHA was told that remaining documents would be forthcoming.

Subsequent correspondence between Forest Lake and ZHA centered on the Lessee's need for an NDA to be in place to protect documents from the public domain. ZHA

did not enter into an NDA at the direction of the City due to the City's position that the City (and ZHA as a contracted representative of the City) was fully entitled to receive any and all documents requested.

During the time between these NDA discussions and June, ZHA advised the City that we would likely need the City attorney involved to compel the Lessee to provide all of the documents requested. In the meantime, ZHA analyzed the documents provided, performed various informal observations of golf course operations and worked with City staff to evaluate compliance with the wastewater permit.

June 26, 2024: City received a Notice of Ground Lease Assignment and a fully executed Purchase and Sale Agreement from Forest Lake LLLP to JA Hospitality.

July 30, 2024: ZHA provided City with status update relative to the proposed Assignment regarding the Ground Lease and wastewater permit.

August 6, 2024: Commission authorizes City Attorney to take all actions necessary to support consultant (ZHA) in obtaining all of the documents requested to complete the analysis of the Ground Lease and wastewater permit. Commission also authorizes City Manager, City Attorney, and ZHA to evaluate and respond to Notice of Assignment and Purchase and Sale Agreement.

August 20, 2024: Commission votes in 5-0 decision to deny the Assignment of the Ground Lease from Forest Lake LLLP to JA Hospitality. Commission members commented on the importance of protecting the City's interests and need for Lessee to provide financial data requested to properly evaluate requirements within the ground lease.

September 16, 2024: Lessee, through attorney Lowndes, sends letter to City disputing Right of First Refusal (ROFR) expiration timing; Lessee issues amended and restated Purchase and Sale Agreement between Forest Lake LLLP and JA hospitality, extending the deadline for City to act on ROFR to November 15, 2024.

September 20, 2024: City issues First Notice of Default to Lessee.

September 27, 2024: Lessee's attorney files a public records request.

October 16, 2024: City issues Public Records Request to Lessee. Lessee's attorney responds to First Notice of Default.

October 16, 2024: City receives box of documents from Lessee. Documents received are a small portion of what was requested in the ROI issued to Lessee in December 2023. Lessee's attorney provides response to first Notice of Default.

October 18, 2024: Lessee's attorney responds to City's Public Records request.

October 24, 2024: Lessee's attorney sends letter to City regarding inspections at the Forest Lake property.

October 25, 2024: City attorney sends letter to Lessee advising of the expiration of the Notice of Default cure period.

October 30, 2024: City attorney sends letter to Lessee's attorney regarding Public Records request dispute.

November 7, 2024: The City staff and attorneys met with the owners of Forest Lake and their attorneys to discuss all matters related to the requested assignment and notice of default. The parties agreed in writing to extend the ROFR deadline to December 5, 2024.

November 15, 2024: The City sent Forest Lake a Second Notice of Default based on the inspections conducted by the City's consultants.

November 19, 2024: City Staff and attorneys met with JA Hospitality (team and attorney) to obtain financial information and relevant experience.

November 22, 2024: Lessee's attorney responds to the City's outstanding document production list, providing additional context for the missing documents and submitting further materials.