

ZHA Incorporated Piggyback Contract Exclusively for the Provision of Facility Construction Consulting and Owner’s Representation Services

SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, hereinafter referred to as “County”, enters this “Piggyback” Contract (hereinafter referred to as the “Contract”) with **ZHA INCORPORATED**, a Florida corporation (hereinafter referred to as the “Vendor”), whose principal and mailing address is 2290 Lucien Way, Suite #300, Maitland, Florida, 32751, under the terms and conditions hereinafter provided. The County and the Vendor may be collectively referred to herein as the “Parties.”

The County and the Vendor hereby agree as follows:

1. Section 3.581 of the Purchasing Policy for Seminole County allows the County to enter into “piggyback” contracts. Pursuant to this policy, the County is permitted to piggyback other governmental agency contracts without the need to obtain formal or informal quotations, proposals, or bids for the good or services needed. The Parties agree that the Vendor has entered into a contract with the City of St. Cloud, Florida. Said contract is for “Project Management Services” and identified is as “Consultant Services Agreement Between The City of St. Cloud, Florida and ZHA Incorporated for Project Management Services” under procurement number “RFP-2024-001”, as said contract may have been amended, relating to the provision of facility construction consulting and owner’s representation services (said original contract documents being referred to as the “Original Government Contract”).

2. The Original Government Contract is incorporated herein by reference and is attached as Exhibit “A” to this Contract. All of the terms and conditions set out in the Original Government Contract are fully binding on the Parties and said terms and conditions are

incorporated herein; provided, however, that the County will negotiate and enter work orders/purchase orders with the Vendor in accordance with County's Purchasing Policies and Procedures for particular goods and services. No services procured under this Agreement will be subject to the provisions of the Consultants' Competitive Negotiation Act, as codified in section 287.055, Florida Statutes (2024).

3. Notwithstanding the requirement that the Original Government Contract is fully binding on the Parties, the Parties have agreed to modify certain technical provisions of the Original Government Contract as applied to this Contract between the Vendor and the County, as follows:

- a. Insurance Requirements of this Contract: Certificate(s) are to be provided by the Vendor naming County as additional insured or certificate holder for insurance coverage. Said coverage is required to be maintained by the Vendor in accordance with Exhibit B attached hereto.
- b. For other provisions of the Original Government Contract that will be modified see Seminole County General Terms and Conditions on our website at [TABLE OF CONTENTS](#) . The Parties shall also be bound by the Purchasing Policies and Procedures of the County as well as the controlling provisions of Florida law. Work orders shall be used, in accordance therewith, in the implementation of this Contract to the extent deemed necessary by the County in its sole and absolute discretion. The Vendor shall adhere to all applicable law including, but not limited to, the guidance of the Florida Attorney General expressed in Advisory Legal Opinions relative to the implementation of the local business tax under chapter 205, Florida Statutes (2024). Further, without in any way limiting the obligation to ensure compliance with all controlling law, the Vendor shall comply with the laws relating to debt collection insofar as they may be applicable.
- c. Address change for the County: Notwithstanding the address and contact information for the government entity as set out in the original government contract, The Vendor agrees that it shall send notices, invoices and shall conduct all business as follows:

Original invoices must be emailed to:

AP@SeminoleClerk.org

Original invoices may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

A copy of all invoices must also be sent to:

Seminole County Fleet & Facilities
205 W. County Home Road
Sanford, FL 32773

- d. Notwithstanding anything in the Original Government Contract to the contrary, the venue of any dispute will be in Seminole County, Florida. Litigation between the Parties arising out of this Contract shall be in Seminole County, Florida in the court of appropriate jurisdiction. The laws of the State of Florida shall control any dispute between the Parties arising out of or related to this Contract, the performance thereof or any products or services delivered pursuant to such Contract.
- e. Notwithstanding any other provision in the Original Government Contract to the contrary, there shall be no arbitration with respect to any dispute between the Parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the court of appropriate jurisdiction located in Seminole County, Florida, with the Parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.
- f. All the goods and services to be provided or performed shall be in conformance with commonly accepted industry and professional codes and standards, standards of the County, and the laws of any Federal, State or local regulatory agency.
- g. The Vendor understands that chapter 119, Florida Statutes (2024), which governs public records, shall be applicable to this Contract and acknowledges review of, and adherence to, the following disclosures from the County:
 - I. **IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S (VENDOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 665-7410, DOMINIQUE DRAGER,**

SEMINOLE COUNTY, 1101 E. FIRST ST., SANFORD, FL 32771, DDRAGER@SEMINOLECOUNTYFL.GOV.

- II. In order to comply with section 119.0701, Florida Statutes, public records laws, The Vendor must:
 - A. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.
 - B. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - D. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Vendor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.
- III. The Vendor shall promptly provide the County with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the County with a copy of the Vendor's response to each such request.
- IV. Failure by the Vendor to grant such public access and comply with public records requests shall be deemed a material breach of this Agreement for which the County may terminate this Agreement immediately upon written notice to Vendor.
- h. The Vendor, in the event of any ambiguity in the contractual relationship between the Vendor and the County, shall comply with all General Contractual Terms and Conditions, as provided on the County's website, which website can be reached and accessed, as well as said terms and conditions reviewed, at: [TABLE OF CONTENTS](#).

- i. All other provisions in the Original Government Contract are fully binding on the Parties and will represent the agreement between the County and the Vendor.

4. This Agreement shall be effective as of the date of execution of this Agreement by, or on behalf of, the County.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement for the purposes stated above.

ATTEST:

ZHA INCORPORATED

Wendy Roby, Corporate Secretary

By: _____
Frederick Mellin, President

(CORPORATE SEAL)

Date: _____

[Remainder of page left intentionally blank; signature block continues onto next page]

SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

CMP/coh

Attachments

- Exhibit A – Original Government Contract
- Exhibit B – Insurance Requirements

By: _____
STEPHEN KOONTZ,
Purchasing & Contracts Division Manager

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____,
2025, regular meeting.

Exhibit "A"

[Attach original government contract]



RESOLUTION NO. 2024-079R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH CSA CENTRAL, INC., PSA CONSTRUCTORS, INC. DBA PSA MANAGEMENT, SKANSKA SIS GROUP, AND ZHA INCORPORATED., PER REQUEST FOR PROPOSAL (RFP) NO. 2024-001 PROJECT MANAGEMENT SERVICES, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, requested submittals have been received in response to RFP No. 2024-001 Project Management Services, and

WHEREAS, the City of St. Cloud intends to engage qualified firms to provide project management services, and

WHEREAS, the submittals have been regularly processed; and the review committee has ranked the respondents based upon identified components in accordance with the request for proposals and the anticipated needs of the City of St. Cloud.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Cloud, Florida as follows:

SECTION I. The City Manager is authorized and is directed to enter into contracts with CSA Central, Inc., PSA Constructors, Inc. dba PSA Management, Skanska SIS Group, and ZHA Incorporated., to provide Project Management Services for the City of St. Cloud.

SECTION II. Once approved by the Council, the City Manager, or Designee, shall have the authority to execute 1) agreement renewals which do not increase the annual not to exceed amount and 2) contract amendments which do not increase the not to exceed amount of the contract or the scope of services as approved by the Council.

SECTION III. The Mayor and/or City Manager are specifically authorized to withhold the formal written agreement upon their determination of any matter or factor, hereafter coming to their attention, which may indicate such action is not in the City's best interest, provided that upon such withholding, the City Manager, with reasonable dispatch, shall present the issue to the City Council, in session, for review and direction.

SECTION IV. The City Manager is authorized and is directed to issue a purchase order or "confirmation letter" to said provider.

SECTION V. The City Manager is specifically authorized to withhold the purchase order or "confirmation letter" upon determination of any matter or factor, hereafter coming to her attention

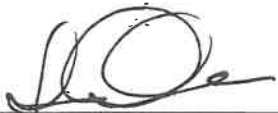
which may indicate such action is not in the City's best interest, provided that upon such withholding, the City Manager, with reasonable dispatch, shall present the issue to the City Council, in session, for review and direction.

SECTION VI. This resolution shall take effect upon adoption by the City Council of the City of St. Cloud and execution of the contract attached hereto as Exhibit 'A' and incorporated herein by reference.


PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida this 13th day of June, 2024.

CITY OF ST. CLOUD


Nathan Blackwell, Mayor


Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED:
deBeaubien, Simmons, Knight, Mantzaris & Neal, LLP


Daniel F. Mantzaris, City Attorney

**CONSULTANT SERVICES AGREEMENT
BETWEEN THE CITY OF ST. CLOUD, FLORIDA
AND ZHA INCORPORATED FOR
PROJECT MANAGEMENT SERVICES**

THIS AGREEMENT, made this _____ day of 7/31/2024 20____, between the City of St. Cloud, Florida, a Municipal Corporation of the State of Florida, (hereinafter referred to as the "CITY") and ZHA Incorporated, a Florida Profit Corporation, whose address is 2290 Lucien Way, Suite #300, Maitland, FL 32751 (hereinafter referred to as "CONSULTANT").

NOW THEREFORE, in consideration of the covenants, representations and agreements herein contained, the parties agree as follows:

1. **SCOPE OF SERVICES:** The CONSULTANT shall furnish all labor, materials, equipment, transportation and perform all of the work described in the bid documents and specifications contained in Request for Proposal No. 2024-001 Project Management Services and CONSULTANT'S response thereto, attached hereto and incorporated herein as Exhibit "A," all of which is incorporated and made a part hereof and shall do everything required by this Agreement.

1.1. All projects contemplated hereunder shall be issued to the CITY'S contracted firm. Upon identification by CITY of an anticipated project, CITY shall obtain a proposed task authorization from the firm. Any award of a Task Authorization shall at a minimum be conditioned upon and subject to the following: i) availability of funds lawfully appropriated for its purpose; ii) confirmation from CONSULTANT and verification in the sole discretion of CITY that the CONSULTANT can meet the schedule or technical requirements of the project; iii) in the judgment of the CITY, strict compliance with the existing time for performance and milestones of any other contract or task authorization between CONSULTANT and CITY; and iv) determination by the CITY in its sole judgment that CONSULTANT can meet the project demands based on prior history of the CONSULTANT and/or knowledge of the existence of other time critical projects issued to CONSULTANT, which would conflict with the performance of the contemplated services.

1.2. The CITY shall request CONSULTANT to perform services on a task basis by providing CONSULTANT, in writing, a general description of the task to be performed. The CONSULTANT will generate a detailed Scope of Work document, prepare a Schedule, to include a minimum a not-to-exceed-budget to accomplish the task, hereinafter referred to as the "Task Proposal". The CONSULTANT shall provide the Task Proposal to the CITY within FIFTEEN (15) days of the date the written description is provided to CONSULTANT. If a site visit by CONSULTANT is needed to generate the scope document, CONSULTANT shall request approval prior to visiting the site. The CITY will review the proposal, and if the description is mutually acceptable, the parties will enter into a written "task authorization or work order". The Scope of Services generally to be provided by the CONSULTANT may include any phases of consulting services. The provision of a Task Proposal by CONSULTANT shall not be deemed or construed as an agreement by CITY for CONSULTANT to provide the services and shall be subject to approval by the CITY as confirmed by CITY issuing a Notice to Proceed to the CONSULTANT signed by an authorized representative of CITY. Upon receipt of the signed Task Authorization and a Notice to Proceed from the CITY, the CONSULTANT shall perform the services set forth in the task authorization/work order. Under no circumstances is CONSULTANT authorized to proceed hereunder without receipt of the Notice to Proceed.

1.3. CITY may make changes in the approved Scope of Services at any time by giving written notice to CONSULTANT. If such changes increase (additional services) or decrease or eliminate any amount of work, CITY and CONSULTANT will negotiate any change in total cost or schedule of modifications. If the CITY and CONSULTANT approve any change, the task authorization/work order will be modified to reflect the changes; and CONSULTANT shall be compensated for said

services in accordance with the terms of this Agreement. All change in Scope of Services shall require approval in writing execute by an authorized representative of CITY and CONSULTANT.

2. **COMPENSATION SCHEDULE:** The CITY agrees to and does engage CONSULTANT to perform the professional services for compensation described herein and as set forth in Exhibit "A" attached hereto and incorporated herein and the parties do further agree:

a. As a condition precedent to receiving payment, CONSULTANT shall have been authorized to proceed by CITY for the specific task or phase, shall not be in default of any of the terms and conditions of this Agreement and shall provide to CITY an invoice.

b. CITY shall pay all valid, approved and undisputed invoices pursuant to Florida Statute Section 218.70, the Prompt Payment Act, and all City Policies promulgated thereby. In the event that CITY disputes any invoice submitted, it shall advise CONSULTANT in writing and said invoice shall not be deemed due and payable under this agreement. Neither the CITY's review approval or acceptance of, nor payment for, any services provided hereunder shall be construed to operate as a waiver of any rights under this Agreement and the CONSULTANT shall be liable to CITY for any and all damages to CITY caused by the CONSULTANT's negligent or wrongful performance of any of the services furnished under this Agreement.

c. CONSULTANT agrees to assign competent professionals to perform the assigned responsibilities and duties faithfully, intelligently, and to the best of their ability, and in the best interest of CITY during the term of this Agreement. All services provided shall be performed in accordance with this Agreement and with any and all applicable law, professional standards and guidelines. CITY may request CONSULTANT to make changes in the scope of services or make revisions to the work performed. Any changes or revisions requested by CITY that are not due to consultant error, omission or negligence will be incorporated into the scope of services by written amendment to this agreement and the consultant may be entitled to additional compensation upon the agreement of the parties. Consultant will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed.

3. **AUTHORIZATION TO PROVIDE SERVICES:** CONSULTANT shall not be authorized to provide any services as set forth above until such time as CONSULTANT has received specific authorization from the City Manager, or his designee.

4. **TERM.** This Agreement shall become effective upon execution by both parties and shall remain in effect for three (3) years. Additionally, the parties agree that the term may be extended, upon mutual agreement, for two (2) additional one-year periods.

5. **TERMINATION.**

a. The non-breaching party upon breach of the terms and conditions contained herein may terminate this Agreement.

b. Additionally, CITY shall have the right to terminate the agreement, for any reason, upon thirty (30) days written notice to the CONSULTANT. In the event of termination by the CITY pursuant to this section 4b, CONSULTANT shall be compensated in accordance with the services completed and accepted, as of the date of the termination and as set forth in the Scope of Services.

c. City may terminate this agreement at any time in accordance with Section 287.135 Florida Statutes, as may be amended.

6. **RESPONSIBILITIES OF CONSULTANT.** In addition to all other responsibilities provided herein, CONSULTANT expressly understands and agrees that, through the above-referenced assigned personnel, it shall perform all of the services required in the Scope of Services, and further agrees as follows:

a. CONSULTANT may retain subcontractors to provide any of the services contemplated herein. Said subcontractors shall be used at the sole expense of CONSULTANT, under the direct supervision of CONSULTANT and with the prior written approval of CITY.

b. CONSULTANT expressly acknowledges that any and all documents, logos, marketing and advertising material, plans, designs, reports, and specifications related to the project and acquired or created by CONSULTANT shall remain, at all times the property of CITY and CONSULTANT. CONSULTANT, therefore, shall preserve and maintain said records and shall immediately provide copies of them to CITY upon termination of this Agreement.

7. **RESPONSIBILITIES OF CITY.** The City shall provide full information, as reasonably directed by CONSULTANT, regarding the requirements of the project.

8. **AUTHORIZED REPRESENTATIVE OF THE CITY.** During the term of this Agreement, the City Manager shall be the designated representative authorized to act on behalf of the CITY, as provided by law, with respect to the project.

9. **INSURANCE PROVIDED BY CONSULTANT.**

a. **Workers Compensation.** CONSULTANT agrees to pay for and maintain in full force and effect all applicable workers compensation insurance as required by Federal and Florida Law.

b. **Comprehensive Automobile Liability.** CONSULTANT agrees to pay for and maintain in full force and effect at all times during the term of this Agreement, bodily injury and property damage liability insurance. The limits of said policies shall be in an amount approved by the CITY.

c. **Proof of Insurance.** Upon CITY's request, CONSULTANT agrees to provide to CITY reasonable proof of the aforementioned policies of insurance, or certificates of the issuance thereof, as evidence of the compliance by the CONSULTANT with the terms and provisions contained herein.

d. **Loss of Insurance.** If during the period which an insurance company is providing the coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with any applicable Florida Law, or 3) fail to maintain the Best Rating and Financial Size Category, CONSULTANT shall, as soon as it has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until the CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to CITY, the CONSULTANT shall be deemed in default of this Agreement.

e. **Insurance Coverage Not Limitation of Liability.** The maintenance of insurance coverage as provided herein shall not be construed to limit or have the effect of limiting CONSULTANT's liability to CITY under the provision of any clause or paragraph contained in this Agreement.

f. **Consequential Damages.** Notwithstanding anything to the contrary in this

AGREEMENT, neither party shall have any liability to the other party for indirect, consequential or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise.

10. **INDEMNIFICATION**. CONSULTANT agrees to hold harmless and indemnify, including attorney fees, CITY, its officers, employees and agents against any and all claims, losses, damages or lawsuits for damages, arising from or related to negligent acts, errors or omissions of the CONSULTANT.

11. **INDEPENDENT CONTRACTOR**. The parties agree that at all times and for all purposes within the scope of this Agreement, the relationship of CONSULTANT and CITY is that of an independent contractor.

12. **FORCE MAJEURE**. With regard to the performance hereunder, CONSULTANT shall not be deemed to be in default of this agreement, or have failed to comply with any term or conditions herein if, for reasons beyond CONSULTANT's reasonable control (including, without limitation, acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, permits or other compliance with applicable laws, rules and regulations), such performance is not reasonably possible within such time periods, then the time for such performance shall be extended until removal of such reasons beyond CONSULTANT's reasonable control, provided that CONSULTANT commences such performance as soon as reasonably possible and diligently pursues such performance.

13. **NOTICES**. All notices shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized overnight courier service to the address of the party set forth below. Any such notice shall be deemed given when received by the party to whom it is intended.

CONSULTANT:

ZHA Incorporated
Attn.: Frederick J. Mellin
2290 Lucien Way, Suite #300
Maitland, FL 32751

CITY:

City of St. Cloud
Attn.: Veronica Miller, City Manager
1300 9th Street
St. Cloud, Florida 34769

14. **PROHIBITION AGAINST CONTINGENT FEES**. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee/contractor working solely for CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this agreement. For breach or violation of this provision, in addition to any and all remedies available to CITY, CITY shall have the right to terminate this agreement without liability and to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

15. **GENERAL PROVISIONS.**

- a. **Assignment and Disclosure of Intellectual Property.** All original works of authorship that are made by the CONSULTANT or its representatives (solely or jointly with others), within the scope of, those described as works for hire and during the period of CITY'S agreement with the CONSULTANT and that are protectable by copyright as that term is defined in the United States Copyright Act and that the CONSULTANT will be considered the author thereof and shall have expressly authorized the use thereof by CITY for all purposes consistent with this Agreement. Any reuse of the Work described above without written verification or adaptation by Consultant, as appropriate, for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to Consultant. Any future verification or adaptation of such Work will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.
- b. **Pre-suit Mediation.** Prior to, and as a condition precedent to the commencement of any lawsuit or administrative proceeding to resolve any disputes arising out of this Agreement the parties agree that the dispute first shall be submitted to non-binding mediation before a business mediation organization approved by the parties. Such mediation shall be held at the CITY's offices at the address set forth in this Agreement. The parties shall bear the costs of the mediation equally.
- c. **Waiver.** The waiver by CITY of breach of any provision of this Agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or of such provision itself and shall in no way affect the enforcement of any other provisions of this Agreement.
- d. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance is to any extent invalid or unenforceable, such provision, or part thereof, shall be deleted or modified in such a manner as to make the Agreement valid and enforceable under applicable law, the remainder of this Agreement and the application of such a provision to other persons or circumstances shall be unaffected, and this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.
- e. **Amendment.** Except for as otherwise provided herein, this Agreement may not be modified or amended except by an Agreement in writing signed by both parties.
- f. **Entire Agreement.** This Agreement including the documents incorporated by reference contains the entire understanding of the parties hereto and supersedes all prior and contemporaneous agreements between the parties with respect to the performance of services by CONSULTANT.
- g. **Assignment.** This Agreement is personal to the parties hereto and may not be assigned by CONSULTANT, in whole or in part, without the prior written consent of CITY.
- h. **Venue.** The parties agree that the sole and exclusive venue for any cause of action arising out of this Agreement shall be Osceola County, Florida.
- i. **Applicable Law.** This Agreement and any amendments hereto are executed and delivered in the State of Florida and shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Florida.
- j. **Records.** CONSULTANT expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records law, to include, to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services contemplated herein.
- (b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in this Florida's Public Records law or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.
- (e) IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONSULTANT SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1300 9th STREET, ST. CLOUD, FLORIDA 34769, TELEPHONE 407-957-7300, EMAIL CITYCLERK@STCLOUDFL.GOV.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes herein expressed on the date first above written.

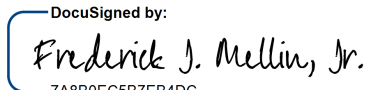
CITY OF ST. CLOUD

ZHA Incorporated

BY: DocuSigned by:

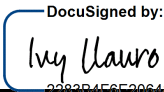
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 Veronica Miller, City Manager

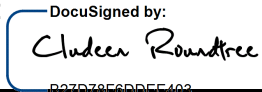
BY: DocuSigned by:

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 Frederick J. Mellin, Jr. President/CEO

 Print Name/Title

ATTEST: DocuSigned by:

2283D4F6E20648E...

 Ivy Llauro, City Clerk

ATTEST: DocuSigned by:

D27D78F6DBEE403...

 Cludeen Roundtree Exec. Admin. Assistant

 Print Attest Name



Fee Proposal



Fee Proposal

The solicitation asks responders to “include all fees anticipated during the performance of this RFP”. We have thoroughly reviewed the available information, and note that:

1. the scope of the awarded contract is not defined, i.e., which projects will be awarded to each of the “multiple project management firms selected”;
2. each project awarded may have vastly different PM support needs, e.g., mechanical engineering support is needed for a new fire station, but is not typically required for Park Master Plan development; and
3. the projected time frames for each project differ extensively.

Since these parameters are not well defined and quantified, providing a Proposal that includes all anticipated fees that are reasonable and in the best interest of the City is not possible without speculation or additional definitive information.

ZHA takes pride in being able to negotiate with each of our clients as to the specific staffing, both in expertise and duration, needed to complete their project based on the scope and schedule for the project. With that in mind, we offer the following fee schedule for our personnel:

<u>Classification</u>	<u>Unit</u>	<u>Unit Rate</u>
Project Executive / Principal	Hourly	\$260.00
Senior Project Manager	Hourly	\$245.00
Project Manager	Hourly	\$205.00
Assistant Project Manager	Hourly	\$180.00
Senior Architect	Hourly	\$205.00
Architect	Hourly	\$190.00
Senior Engineer	Hourly	\$205.00
Engineer	Hourly	\$180.00
Planner	Hourly	\$180.00
Senior Inspector	Hourly	\$160.00
Inspector	Hourly	\$150.00
Graphic Specialist	Hourly	\$145.00
Project Accountant	Hourly	\$220.00
Project Assistant	Hourly	\$150.00
Project Controls Specialist	Hourly	\$150.00
Technical Advisor	Hourly	\$255.00

ZHA Reimbursable expenses will be billed at cost.

Subconsultant expenses, if any, will be billed at a 1.05 multiplier to cover ZHA's additional overhead and expenses.



RFP #2024-001 Project Management Services

City of St. Cloud
February 6, 2024



ZHA Incorporated
2290 Lucien Way, Suite 300
Maitland, Florida 32751
(407) 422-7487
info@zhaintl.com

Contact Person
Andrew L. Brooks, P.E.
Executive Vice President
(407) 902-2560
Andy.Brooks@zhaintl.com

www.zhaintl.com



Table of Contents

Introductory Letter1

Qualifications and Experience

- Familiarity and years of service to public agencies3
- Primary responsibility for the contract.....3
- Team organizational chart.....3
- Professional staff5
- Subconsultants..... 16
- Current and projected workload 18
- Similar Projects 20
- Litigation Statement 36
- Licenses..... 37

Project Understanding and Proposed Approach 40



Introductory Letter



Introductory Letter

February 6, 2024

City of St. Cloud
Procurement Services
1300 9th Street
Building A, 2nd Floor
St. Cloud, FL 34769

RE: RFP #2024-001 Project Management Services

The City of St. Cloud has a rich history and reputation for providing local citizens with a special quality of life. From beautiful Lakefront Park to Deseret Ranch and numerous nature parks with walking trails, bike paths, ballfields, and boat ramps, St. Cloud offers unique experiences for all ages.

Located on the southern shore of East Lake Tohopekaliga, the City has experienced significant population growth over the past 15 years - from 35,000 in the 2010 Census, to 62,000 in 2021. To meet the needs created by a population that is growing and will continue to grow, the CIP has identified projects that will need to be efficiently delivered over the next few years.

ZHA Incorporated has been a trusted advisor for cities, counties, school systems, airports, and senior living communities for over 40 years in Central Florida. We provide a wide range of services and technical expertise to support the efficient planning, programming, development, design, and construction of projects that transform communities. Our team of seasoned veterans brings decades of experience across all project disciplines, bringing the unique perspective of the owner's priorities to our management approach – we are an “invested” owner on your behalf and apply structure, discipline, accountability, and a proven process to the project team.

Our experience includes master planning for parks and public spaces, community centers, fire stations, public safety facilities, and police headquarters buildings, among many other project types. Our current client and project assignments include, but are not limited to:

- Osceola County's Center for Neovation at NeoCity build-out
- Osceola Heritage Park renovations to create a new home for the Osceola Magic
- Renovation of the Historic Courthouse in Downtown Kissimmee
- Tax Collector, Supervisor of Elections, and Property Appraiser renovations for Osceola County
- New public safety complex, including Fire and Police HQ, for the City of Apopka
- City of Sanford Mayfair Golf Clubhouse, Fire Station at Sanford Airport, and City Hall renovations
- City of Ocoee Regional Law Enforcement Training Center and ARPA-funded infrastructure projects
- Seminole County Government and Seminole County Public Schools facility assessments
- City of Oviedo program/feasibility study for a new Police HQ

Introductory Letter

We understand the processes, procedures, and requirements common with city governments and public agencies, and integrate well with staff professionals when we join the team. We can provide a broad range of services either through our in-house expertise or by way of our decades-long relationships with the most capable subconsultants in the region when specialized expertise is required.

Our long-time experience working in Osceola County, knowledge of the local market, and relationships with permitting and inspection department personnel as well as with the architects and general and trade contractors, enable us to bring a high level of delivery success from inception to completion. We look forward to supporting the success of the St. Cloud team in the coming years.

We trust that the City's Selection Committee review of our qualifications will demonstrate we are extremely qualified to provide the requested services. We look forward to the opportunity to work with you to implement your projects successfully.

Thank you for your consideration.

Sincerely,



Andrew L. Brooks
Executive Vice President





Qualifications and Experience



Qualifications and Experience

Familiarity and Years of Service to Public Agencies

ZHA has worked with public agencies throughout Florida for more than 40 years. To date, we have provided a variety of owner’s representative services for program and project management to 17 municipalities, nine counties, 14 public school districts, and two state colleges. Many of these clients have repeatedly called on ZHA to assist with capital improvement programs, facility condition assessments, disaster recovery assessments, feasibility studies, and master plans in addition to design and construction project management services. We consistently offer our public agency clients a broad range of services as those listed on our professional services platform.



Primary Responsibility for the Contract

Andrew L. Brooks will be the individual with primary responsibility for this contract. Mr. Brooks is the Executive Vice President of ZHA and shares in the ownership of the firm. He will be readily accessible to ensure open and active communication with City staff and assigned project teams.

Team Organizational Chart

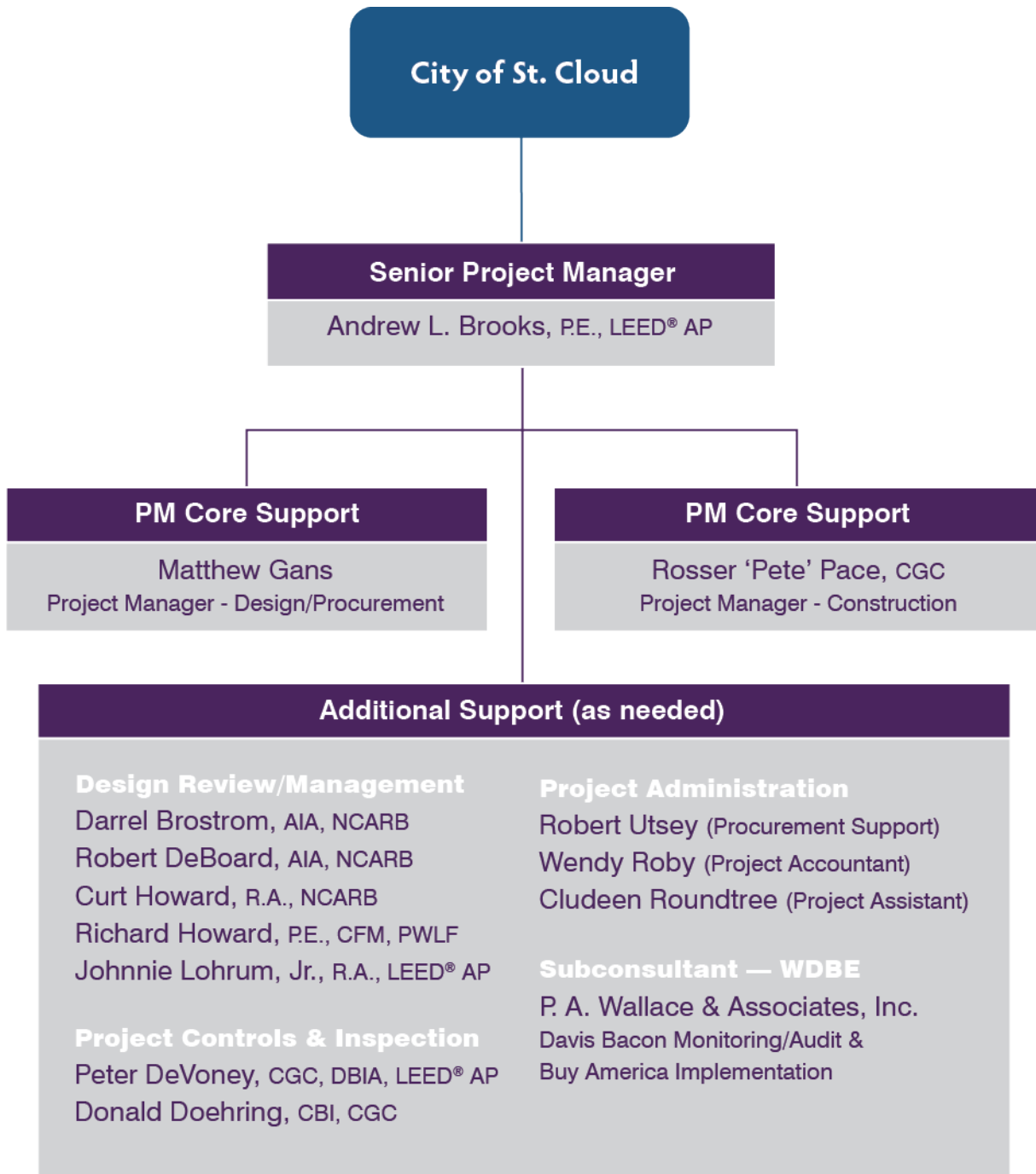
ZHA has assembled an experienced team that can provide a multitude of project management services to assist the city in implementing projects identified in the capital improvement plan. Our team and their roles are identified on the organizational chart that follows this section. This team, led by our senior project manager, has the capacity to cover everything from concept and design to procurement, construction, and closeout activities.



Qualifications and Experience

Our philosophy has always been to provide highly qualified people in key roles, supported and supplemented with specialized expertise based on the City's and the project's needs.

Although the RFP does not identify specific projects that will be the responsibility of the selected Project Manager, ZHA has engaged P.A. Wallace & Associates, Inc. to assist with Davis Bacon monitoring/auditing and Buy America regulations for applicable projects. ZHA recognizes that horizontal and vertical projects have potentially different characteristics and the need for specialty subconsultants may vary accordingly. If we identify that a project requires specific expertise to successfully complete the project, ZHA will assist the city to find and engage the appropriate specialty consultant when and where needed.





Qualifications and Experience

Professional Staff

The staff proposed for this contract are all based in the ZHA corporate office:

2290 Lucien Way Suite 300, Maitland, Florida 32751

Andrew L. Brooks, P.E., LEED® AP

Role: Senior Project Manager

T: (407) 739-2302 | E: Andy.Brooks@zhaintl.com

Andy is a registered professional engineer and a LEED Accredited Professional who will be responsible to the City of St. Cloud for all aspects of the ZHA PM Services team. With more than 46 years of engineering, construction and management experience, Andy has supervised all facets of diverse projects, including project planning, programming, design, construction, occupancy, and contract administration. Andy has a proven track record of successfully managing, coordinating, and communicating with all members of project teams, focusing on meeting the expectations of owners by completing projects on time, within budget and without claims. Andy has worked extensively as an Owner Representative for a variety of Central Florida agencies including Osceola County, Seminole County, City of Ocoee, City of St. Cloud, the Town of Windermere, Greater Orlando Aviation Authority, Orlando-Orange County Expressway Authority, and Lake Sumter Community College.

YEARS EXPERIENCE

32 years at ZHA
14 years at other firms

REGISTRATION/ CERTIFICATION

Professional Engineer: Florida
No. 42922
LEED Accredited Professional

EDUCATION

Master of Science, Civil
Engineering, University of Florida
Bachelor of Science, Civil
Engineering, University of Florida

PROFESSIONAL AFFILIATIONS

Professional Member,
Construction Specifications
Institute

RELEVANT PROJECT EXPERIENCE

ARPA Projects, City of Ocoee, FL | Provide project management services for the design and construction of various capital projects including projects funded through an American Rescue Plan Act grant. Current projects include an electrical room upgrade and renovations to a reclaimed storage tank and pumping facility.

Seminole County Sheriff's Office, Seminole County, FL | Provide owner's representative services to support capital improvements for the sheriff's office. Current projects include the Communications Center Upgrades and the Jail Security System Upgrade.

New Ocoee City Hall, City of Ocoee, FL | Provide construction project management services for the design and construction of a 46,500-square-foot, 3-story building.

Facilities Construction Project Management Contract, Osceola County, FL | Provide overall project management for various capital projects including municipal buildings, parking facilities, health facilities, and roadway projects. ZHA has managed over 80 individual capital projects over three 5-year contracts with the County beginning in 2010.

Continuing OAR/Project Management Services, Seminole County, FL | Provide design and construction oversight for various capital projects including fire stations, parks, and other municipal buildings.

Orlando Orange County Expressway Authority, Administration and Operations Center, Orlando, FL | Provide full-time, on-site project coordination as an extension of the owner's staff for the construction of a \$28 million multi-story agency headquarters building.



Qualifications and Experience

Matthew Gans

Role: Project Manager – Design/Procurement

T: (407) 375-4427 | E: Matt.Gans@zhaintl.com

Matt has over 17 years of experience in the public and private sectors of the architecture, engineering, and construction industry. Recent accomplishments include working on the development of a new \$6B Epic Universe at Universal Studios, the \$2.6B I-4 Ultimate project, and the \$1.3B I-595 reconstruction program. The roadway projects were Florida's largest public-private partnership (P3) programs to date. Matt's focus at ZHA is primarily on working with municipal clients to assist with capital projects.

YEARS EXPERIENCE

1 year at ZHA
17 years at other firms

EDUCATION

Bachelor of Arts, Business Management, Broward College
Coursework in Architecture, Broward College

SOFTWARE SKILLS

AutoCAD / BIM360
MicroStation

RELEVANT PROJECT EXPERIENCE

Seminole County Sheriff's Office, Seminole County, FL | Provide owner's representative services to support capital improvements for the sheriff's office. Currently working on the Communications Center renovation.

City Hall Expansion, City of Sanford, FL | Provide project management services for the programming, design, and construction of an expansion of the Building Division to accommodate increasing staff and services.

Mass Metering Upgrades, City of Sanford, FL | Provide project management services for a multi-million-dollar city-wide water meter replacement project that will upgrade meters for approximately 25,000 Sanford residential and business customers.

Mayfair Country Club, City of Sanford, FL | Provide project management services for the programming, design, procurement, and construction of a new one-story, 6,700-square-foot golf course clubhouse.

Fire Station No. 40, City of Sanford, FL | Provide project management services for the programming, design, bidding, and construction of a new one-story, 13,615-square-foot, four-bay fire station located at the Orlando-Sanford International Airport.

Fire Station No. 28, Pinellas County, FL | Provide project management services for the programming, design, bidding, and construction of a new two-story, approximately 13,000-square-foot, three-bay fire station for the Pinellas Suncoast Fire & Rescue District.

Qualifications and Experience

Rosser “Pete” L. Pace, II, CGC

Role: Project Manager – Construction Oversight

T: (407) 319-8724 | E: Pete.Pace@zhaintl.com

Pete is a certified general contractor with more than 37 years of construction and project management experience. He has led teams that have designed and delivered projects in the commercial, educational, hospitality, and governmental sectors with a total project value of over \$1.2 billion. Pete has a proven track record of delivering complex projects on time and within established budgets. His skill set includes conceptual project planning and budgeting, contract negotiations, budget review, and management as well as project management and quality control.

YEARS EXPERIENCE

2+ years at ZHA
35 years at other firms

REGISTRATION/ CERTIFICATION

Certified General Contractor:
Florida No. CGC1511552

EDUCATION

Bachelor of Science, Construction
Management, University of
Florida

PROFESSIONAL AFFILIATIONS

Kissimmee/Osceola Chamber of
Commerce: Board Member, Past
Chairman, 2005 – Present
Osceola Center for the Arts:
Board Member, Past President,
2008 – Present
Silver Spurs Rodeo Committee:
Member, Past Big Boss
(President), 1986 – Present
Osceola Education Foundation
Board Member, 2008 – 2016
Chairman of Student Liaison
Committee, 2010 – 2014
University of Florida Guest
Lecturer, College of Building
Construction, 2005 – 2010
University of Florida Executive
Committee

RELEVANT PROJECT EXPERIENCE

EA Orlando Office Building, Orlando, FL | Provide project management services for a \$30 million, 175,000-square-foot build-to-suit office building. This project provides offices for EA Sports Orlando at the Creative Village in Downtown Orlando, featuring high-tech audio-visual systems, enhanced HVAC and lighting systems, and a parking garage.

Lakeview Terrace Retirement Center – Phase IV, Altoona, FL | Provide project management services for the phased expansion of a 100-acre continuing care retirement community in rural Lake County. Recent construction included an additional independent living tower, nine 4-unit villas, and a new clubhouse.

RELEVANT EXPERIENCE WITH OTHER FIRMS

Center for Neovation, Osceola County, FL | (Director of Construction and Asset Management) Responsible for the design and construction of a \$80 million high-tech facility. The two-story, 109,000-square-foot secure semiconductor smart sensor nanotechnology research/manufacturing facility is situated on approximately 20 acres in Osceola County with a build-out of Class 1000 and Class 10000 clean rooms, laboratories, offices, utility and building support areas, and site development. ZHA was the Owner's Representative and, along with the specialty cleanroom consultants, prepared the project's design criteria package.

Prototype Fire Station, Osceola County, FL | (Director of Construction and Asset Management) Responsible for programming, design, bidding, and construction for Osceola County proto-type 4-bay Fire Station. This fire station was the first of several duplicate fire stations to be site-adapted and constructed to upgrade the firefighting capabilities of Osceola County. ZHA has served as the County's Construction Project Management Consultant since 2011.

Replacement City Hall Program, Winter Garden, FL | (Clancy & Theys Construction) Constructed a new 40,000-square-foot City Hall building that included appropriate space for expansion and parking for 130 cars. The project budget was \$10.5 million with a 15-month construction schedule. ZHA was the Owner's Representative and prepared the project's design criteria package.



Qualifications and Experience

Darrel J. Brostrom, AIA, NCARB, LEED® AP

Role: Design Review, Mechanical/Electrical

T: (407) 902-2554 | E: Darrel.Brostrom@zhaintl.com

Darrel is a Florida registered architect and LEED Accredited Professional who has over 44 years of experience providing project planning, management, design, construction administration, and building evaluation services to various government agencies and private clients. These evaluation services include asset development, management, and analysis of over 500 structures for factors such as current conditions, damage, life expectancy, energy audits, ADA code upgrades, and adaptability to alternate uses. Based on Darrel's experience and well-rounded background, he was selected to be a Peer Reviewer by the American Institute of Architects and American Consulting Engineers Council to evaluate the professional practices and procedures of their members.

YEARS EXPERIENCE

9 years at ZHA
35 years at other firms

REGISTRATION/ CERTIFICATION

Registered Architect: Florida No. AR0014124
NCARB Certified
LEED Accredited Professional

EDUCATION

Master of Business Administration, University of Nebraska
Bachelor of Science, Construction Engineering, Iowa State University
Bachelor of Architecture, Iowa State University

PROFESSIONAL AFFILIATIONS

American Institute of Architects (AIA) Member

RELEVANT PROJECT EXPERIENCE

Lockheed Martin F-35 Lightning II Program—Locations in 10 states and 12 nations | On a global level, provide owner's representative services for planning and design conceptualization, relationship development, and design management to provide technical facilities knowledge and support to create curriculums and resulting facilities for the educational facilities where pilots and maintainers will learn to operate and maintain this advanced aviation platform. Work to date includes over two dozen training and simulation centers of varying size and capacity to meet the desired training needs of each military service or government.

Center for Neovation Expansion, Osceola County, FL | Provide owner's representative services to support the facility and tool expansions of the semiconductor manufacturing facility to address emerging commercial and government agency needs for U.S.-sourced electronics and next-generation microelectronics.

The OC – NeoCity Office Building, Osceola County, FL | Provide owner's representative services and construction oversight of a four-story, 100,000-square-foot office building located in Kissimmee, Florida, adjacent to the "Center for Neovation". The project is part of the 500-acre NeoCity master plan that is focused on becoming the most significant and comprehensive global center for smart sensor, photonics, and nanotechnology research, development, and limited-run production.

The Center for Neovation, Osceola County, FL | Provide owner's representative services, design management, and construction oversight of a \$80 million, two-story, 109,000-square-foot secure semiconductor smart sensor nanotechnology research/manufacturing facility. This high-tech facility offers Class 1000 and Class 10000 clean rooms, laboratories, offices, and utility and building support areas.

Lockheed Martin Missile and Fire Control Division, United States | Prepare contracts and scopes of work, and assist with the selection of design and construction teams for the modifications and expansion of Lockheed Martin's Missile and Fire Control Division.

Qualifications and Experience

Robert 'Bob' W. DeBoard, AIA, NCARB

Role: Programming/Design Review, Architectural

T: (407) 902-2552 | E: Robert.DeBoard@zhaintl.com

Bob is a Florida registered architect and corporate member of the American Institute of Architects with more than five decades of experience in programming, master planning, design, management, and team coordination for complex multimillion-dollar building projects. These projects include commercial, educational, healthcare, municipal, and aviation facilities. His experience encompasses more than 20 design-build and construction management projects incorporating a fast-track delivery system. Bob is an outstanding planner and concept designer, and he is well-versed in owner/operator review and analysis, program budgets, estimates, zoning reclassifications, and construction administration and start-up.

YEARS EXPERIENCE

39 years at ZHA
19 years at other firms

REGISTRATION/ CERTIFICATION

Registered Architect: Florida No. AR0006560
National Council of Architectural Registration Boards Certificate
Certified Seismic, Zones 1, 2 & 3

EDUCATION

Bachelor of Architecture,
University of Florida
Advanced Studies in Building
Design, Structures, Acoustics

PROFESSIONAL AFFILIATIONS

Corporate Member, American
Institute of Architects
City Commissioner, City of Belle
Isle FL (11 years)
Orlando Area Chamber of
Commerce, Downtown Parking
Committee Chairman (6 years)

ACTIVITIES

Disney World Men's Tennis
Champion, 1976 Worldwide
Disney Invitational
Licensed Class A FAA Pilot
Licensed Sports Car Racing
Driver, multiple sanctioning
bodies including national SCCA

RELEVANT PROJECT EXPERIENCE

Mayfair Country Club, City of Sanford, FL | Provide programming and design review services for a new one-story, 6,700-square-foot golf course clubhouse at the historic Mayfair Country Club.

Fire Station #40, City of Sanford, FL | Provide programming and design review services for a new one-story, 13,615-square-foot, four-bay fire station located at the Orlando-Sanford International Airport.

Fire and Rescue District Station No. 28, Pinellas County, FL | Provide programming and design review for a new two-story, approximately 13,000-square-foot, three-bay fire station for the Pinellas Suncoast Fire & Rescue District.

Airport Expansion Design Review, Northwest Florida Beaches International Airport, Panama City, FL | Perform design reviews for the upcoming terminal expansion and TSA checkpoint expansion projects at the Airport. The expansion projects are designed to accommodate the airport's growing passenger traffic and future demand.

New Ocoee City Hall, City of Ocoee, FL | Provide design reviews for a design-build project to provide a three-story, ±40,000-square-foot, building to accommodate expanding city services to meet the needs of a growing population.

Design Criteria Consultant Services, City of Winter Park, FL | Develop design criteria packages and consultant procurement packages for a new \$9 million community center and a nearly \$2 million renovation for a two-story, 10,000-square-foot welcome center.

Public Safety Complex, City of Stuart, FL | Provide space programming, program estimate, concept design and site plan, design review, value engineering, estimating, scheduling, and construction period management for a 43,000-square-foot multi-service police, fire administration, and fire station building.



Qualifications and Experience

Curt G. Howard, Jr., R.A., NCARB

Role: Design Review, Structural

T: (407) 487-9146 | E: Curt.Howard@zhaintl.com

Curt is a Florida registered architect with more than 40 years of experience in all phases of architectural practice, with special emphasis on planning, design, and project management. His experience includes a strong background in programming, master planning, and design for a wide variety of projects such as office and corporate headquarters facilities; governmental facilities; air and ground transportation; parking and vehicle maintenance; education and training; sports and recreation; healthcare and wellness; and technology and research. Curt has received design honor awards from the American Institute of Architects for Port Columbus International Airport and Central Ohio Transit Authority.

YEARS EXPERIENCE

23 years at ZHA
26 years at other firms

REGISTRATION/ CERTIFICATION

Registered Architect: Florida No. AR0014907
National Council of Architectural Registration Boards Certificate

EDUCATION

Bachelor of Science,
Architecture, The Ohio State
University

RELEVANT PROJECT EXPERIENCE

Orlando Health G-Deck Parking Garage, Orlando, FL | Provide project management services for the programming, planning, design, and construction of a new seven-story precast concrete parking structure to park 925 cars and connect to the new Orlando Health Orthopedic Hospital and medical office building by an elevated pedestrian bridge.

Orlando Health Sligh-Copeland MOB and F-Deck Parking Garage, Orlando, FL | Provide project management services for the programming, planning, design, and construction of a new \$32 million, 54,669-square-foot medical office building with contiguous structural parking for 888 vehicles for the downtown Orlando campus.

Team Member Center (TMC) – Phase 2 Major Renovations and Parking Garage, Orlando, FL | Provide project management services during the construction phase for the interior renovation of the first and second floors of the TMC to provide new manager offices and open office system workstations together with new training and conference facilities. Also provided services for the planning, design, and construction of a new design-build 1,025-car, 6-story precast concrete parking structure located immediately adjacent to the TMC.

Winnie Palmer Hospital OB-Triage Expansion, Medical Office Space Buildout, Orlando, FL | Provide project management services for programming, preparation of construction documents, and construction through occupancy and project closeout of the 17,706-square-foot medical office space buildout.

Capital Planning and Life Cycle Cost Estimation, Panama City Beach, FL | Conduct Level 1 assessment of approximately 23 identified facilities throughout the city including site work. Assessment reports for each facility and site include a cost model/condition report, deficiency report, and renewal schedule. Life cycles of building systems were also established as listed by the Building Owners and Managers Association (BOMA).



Qualifications and Experience

Richard 'Rick' Howard, P.E., CFM, PWLF

Role: Design Review, Civil

T: (407) 902-2555 | E: Rick.Howard@zhaintl.com

Rick is a Florida registered professional engineer with nearly 40 years of experience and expertise in all aspects of infrastructure, stormwater planning, implementation and management, logistics, and application of technology to drive system efficiencies and process improvement. Rick previously spent 38 years employed with the City of Orlando in various roles throughout his career. His new role with ZHA allows him to provide support and technical expertise on projects with complex requirements, particularly for infrastructure and utilities projects. Rick offers a unique best practices and lessons learned perspective that will mitigate risks and bring innovative solutions to the table in the early planning stages of projects.

YEARS EXPERIENCE

1 year at ZHA
38 years at other firms

REGISTRATION/ CERTIFICATION

Professional Engineer: Florida
No. 41942
Association of State Floodplain
Managers, Certified Floodplain
Manager No. US-02-00492

EDUCATION

Master of Science, Civil
Engineering, University of Central
Florida
Bachelor of Science, Civil
Engineering, University of Central
Florida

PROFESSIONAL AFFILIATIONS

Florida Engineering Society
(Executive Committee)
National Society of Professional
Engineers
American Society of Civil
Engineers (Executive Committee)
American Public Works
Association (Past President)
American Society of Highway
Engineers (Past Chair)
Association of State Floodplain
Managers
Florida Floodplain Managers
Association (Executive Board)
Water Environment Research
Foundation (Selection Committee
Member)

RELEVANT PROJECT EXPERIENCE

ARPA Projects, City of Ocoee, FL | Provide project management services for the design and construction of various capital projects including projects funded through an American Rescue Plan Act grant. Current projects include an electrical room upgrade and renovations to a reclaimed storage tank and pumping facility.

Lockheed Martin F-35 Lightning II Program | Provide design review services to support the design and construction of educational facilities where pilots and maintainers will learn to operate and maintain this advanced aviation platform.

RELEVANT EXPERIENCE WITH OTHER FIRMS

City of Orlando, FL | Served in various departments and positions:

- § **Public Works Director**—Managed a department of more than 630 professionals and annual operating and capital expenditures of \$300 million, which included seven divisions managing the operations of Capital Improvements, Engineering, Solid Waste Management, Streets and Stormwater, Parking, Transportation Engineering, and Wastewater.
- § **City Engineer**—Responsible for the management and administration of the Streets and Stormwater Services Division including the stormwater utility. Managed the stormwater and the maintenance portions of the Transportation elements of the Public Works Capital Improvement Program with over \$21M in expenditures annually and directed the operations of over 150 personnel. Accomplishments included implementation of an Engineering Standards Manual, establishment of a Stormwater Utility Division, organizing a Community Rating System program, establishing an asset management system including a pavement management system, and introducing performance-based maintenance budgeting.



Qualifications and Experience

Johnnie Lohrum, Jr., R.A., LEED® AP

Role: Design Architect/Design Review

T: (407) 340-2879 | E: Johnnie.Lohrum@zhaintl.com

Johnnie is a Florida registered architect with more than 22 years of experience managing more than 5 million square feet of public safety projects. He has spent the last 15 years focusing on growing a public safety market that improves the community environment with a particular passion for the design of efficient, healthy community facilities. Johnnie also brings a significant amount of experience designing and detailing hardened, survivable, and essential facilities throughout the state of Florida.

YEARS EXPERIENCE

1 year at ZHA
22 years at other firms

REGISTRATION/ CERTIFICATION

Registered Architect: Florida No. 96099
LEED Accredited Professional

EDUCATION

Bachelor of Design, University of Florida
Master of Architecture, University of Florida

PROFESSIONAL AFFILIATIONS

Florida Police Chief's Association (FPCA)
Florida Sheriff's Association (FSA)
Florida Fire Chief's Association (FFCA)
Florida Emergency Preparedness Association (FEPA)

RELEVANT PROJECT EXPERIENCE

New Public Safety Facility, City of Apopka, FL | Provide programming, procurement, and project management services for a new ±100,000-square-foot facility that will house Police and Fire Headquarters for the City of Apopka.

RELEVANT EXPERIENCE WITH OTHER FIRMS

District 7 Medical Examiner Facility, Volusia County Government – Daytona, FL | Serve as Design Architect for a \$18 million, 20,000-square-foot facility that contains public spaces, offices, reception and lobby, morgue, laboratories, evidence storage, break areas, and enclosed sally port.

Havert L. Fenn Center, St. Lucie County Government - Ft. Pierce, FL | Served as Project Manager for a \$12.6 million, 20,000-square-foot facility that houses law enforcement offices, a commercial kitchen, laundry area, locker rooms, EMS triage areas, a triple gymnasium, and multi-purpose rooms. This facility meets essential FEMA 361 criteria and serves as a special needs shelter for the elderly.

Police Headquarters, North Port Police Department – City of North Port, FL | Served as Project Manager for an \$82 million, 120,000-square-foot headquarters building that houses administration offices, patrol, an emergency operations center, evidence processing interview rooms, a community room, a media room, the quartermaster, emergency management, locker rooms, a forensics lab, an armory, training area, gun range, and a real-time crime center.

Sheriff's Headquarters/911/Communications, Charlotte County Sheriff – Charlotte County, FL | Served as Project Manager for a \$30 million, 65,000-square-foot building with a two-story community room, administration offices, fleet maintenance, a real-time crime center, 911 dispatch, and crime analysis unit.

Fire Station No. 39, Seminole County Fire – Sanford, FL | Served as Principal-in-charge for an \$8 million, 13,356-square-foot prototype fire station that houses administration office spaces, four drive-thru apparatus bays, training areas, crew quarters, a day room, a decontamination area, a fitness room, and a commercial kitchen.



Qualifications and Experience

Peter DeVoney, CGC, DBIA, LEED® AP

Role: Project Controls

T: (407) 509-0432 | E: Pete.DeVoney@zhaintl.com

Pete is a Florida certified general contractor with more than 40 years of construction management, project management, and estimating experience in the construction industry. He has worked on projects in various market sectors including healthcare, hospitality, educational, governmental, commercial, multi-family residential, and mixed-use development. Pete is well-versed in job cost control, value engineering, conceptual estimating, and project budget development. He has considerable market knowledge and excellent contractor/subcontractor relationships.

YEARS EXPERIENCE

2 years at ZHA
40 years at other firms

REGISTRATION/ CERTIFICATION

Certified General Contractor:
Florida No. CGC037552
DBIA Certification
LEED Accredited Professional

EDUCATION

Bachelor of Science, Engineering
Technology, University of Central
Florida

SOFTWARE SKILLS

Mc2 – ICE 2000®
Sage Timberline® Estimating
Primavera Project Planner® – P3
and P6

RELEVANT PROJECT EXPERIENCE

Project Controls Support – Orlando Health, Orlando, FL | Provide independent cost estimating, GMP verification of the Construction Managers' GMPs, and contract evaluation services to support OH capital projects.

RELEVANT EXPERIENCE WITH OTHER FIRMS

Independent Cost Consultant | Provide independent cost consulting services. Major accomplishments include establishing 2%-5% savings through value engineering on major projects; developing logical estimate work breakdown structures based on owners' requirements; maintaining estimate/scope variance reports and achieving budget reconciliation; and presenting estimates/preconstruction deliverables on time to meet client expectations.

Coastal Construction Company, Central Florida | Provide preconstruction services and estimating on hotel, multi-family residential, and mixed-use projects located in greater Central Florida ranging from \$50 million to \$400 million.

Skanska USA Building Co., U.S. Southeast Region | Provide preconstruction services and estimating on hotel, hospital, governmental, and educational projects located in the Southeast ranging from \$5 million to \$400 million.

Turner Construction Company, Central Florida | Provide preconstruction services and estimating on hotel, hospital, multi-unit housing, and educational projects located in Central Florida ranging from \$5 million to \$250 million.

Walbridge Aldinger, Inc., Southeast Region | Provide conceptual and hard bid estimating on hotel, hospital, retail, and multi-unit housing projects, as well as school and public works projects in the Southeast ranging up to \$100 million.

Sovran Construction Co., Inc., U.S. Southeast Region | Provide conceptual and hard bid estimating for public-funded and private projects ranging up to \$70 million.



Qualifications and Experience

Donald A. Doehring, CBI, CGC

Role: Construction Inspection

T: (407) 902-2557 | E: Don.Doehring@zhaintl.com

Don is a Florida certified general contractor with more than 43 years of experience in residential, commercial, and public construction. His areas of expertise include project management and inspection on public projects ranging in scope from \$1.8 million to \$80 million. Don has also provided CEI services and quality control inspection services on public projects.

YEARS EXPERIENCE

21 years at ZHA
22 years at other firms

REGISTRATION/ CERTIFICATION

Certified General Contractor:
Florida No. CGC036039
Certified Commercial Building
Inspector: Florida No. BN6116
Certified Residential Building
Inspector: Florida No. HI4933
Florida State Requirements for
Educational Facilities (SREF)
Certification

EDUCATION

Construction Business
Management / 10-hour OSHA
Course / Business Practice,
Workplace Safety and Workers'
Compensation Course
Uniform Building Code Inspector
Course / 2002 Florida Building
Code Review / 2006 Principles &
Practices

RELEVANT PROJECT EXPERIENCE

Fire Station No. 40, City of Sanford, FL | Provide design reviews for the design and construction of a new one-story, 13,615-square-foot, four-bay fire station located at the Orlando-Sanford International Airport.

Fire Station No. 28, Pinellas County, FL | Provide design reviews for the design and construction of a new two-story, approximately 13,000-square-foot, three-bay fire station for the Pinellas Suncoast Fire & Rescue District.

Capital Planning and Life Cycle Cost Estimation, Panama City Beach, FL | Conduct Level 1 assessment of approximately 23 identified facilities throughout the city including site work. Assessment reports for each facility and site will include a cost model/condition report, deficiency report, and renewal schedule. Life cycles of building systems were also established as listed by the Building Owners and Managers Association.

The Center for Neovation, Osceola County, FL | Provide owner's representative services and construction oversight of a two-story, 109,000-square-foot secure semiconductor smart sensor nanotechnology research/manufacturing facility in Osceola County. The project is a high-tech facility with build-out of Class 1000 and Class 10000 clean rooms, laboratories, offices, utility and building support areas, and site development.

Lockheed Martin F-35 Lightning II Program | Provide design review services to support the design and construction of educational facilities where pilots and maintainers will learn to operate and maintain this advanced aviation platform.

Northwest Florida Beaches International Airport, Panama City, FL | Provide inspection/project management services under a continuing engineering services contract for airfield projects.

Wastewater Treatment Plant, City of Inverness, FL | Provide independent oversight services for the construction, operation, and maintenance of the City's wastewater system which includes a 1.5 MGD facility and reclaimed water distribution system.



Qualifications and Experience

Robert Utsey

Role: Procurement Support/Technical Advisor

T: (407) 466-6746 | E: Robert.Utsey@zhaintl.com

Robert has more than 40 years of experience related to commercial development, design, construction, and economic development in the Central Florida market. After a multi-decade career with a global leader in construction, development, and P3 delivery structures, he brings a unique perspective to his role in supporting client partners as a technical advisor related to business strategies and risk management. As a broadly networked leader in economic development, Robert has experience with business and industry best practices that help deliver transformational outcomes for market stakeholders.

YEARS EXPERIENCE

2 years at ZHA
39 years at other firms

EDUCATION

Master's Degree, Business Management & Strategy, IMD Business School for Management, Lausanne, Switzerland
Bachelor of Science, Business Administration, Finance & Marketing, University of Florida

PROFESSIONAL AFFILIATIONS

Past Chair, Orlando Economic Development Commission
Founding Co-chair, Orlando Economic Partnership
Past Chair, Foundation for Seminole State College
Past Chair, Boys & Girls Clubs of Central Florida
Past President, Boy Scouts of America, Central Florida Council

RELEVANT PROJECT EXPERIENCE

Sanford Airport Authority Development Plan, Sanford, FL | Provide consulting advisory services to the Sanford Airport Authority to develop and implement a strategic land use plan that will optimize the potential of one thousand acres of commercial property at SFB airport.

City of Apopka Public Safety Complex, Apopka, FL | Provide program and project management services for a new 100,000-square-foot combined Police and Fire Headquarters and associated public safety functions. Provide turn-key services that include the development of solicitation and contract documents.

Fire Station No. 40, City of Sanford, FL | Provide client liaison and technical advisor services for the design and construction of a new one-story, 13,615-square-foot, four-bay fire station located at the Orlando-Sanford International Airport.

Mayfair Country Club, City of Sanford, FL | Provide client liaison and technical advisor services for the programming, design, procurement, and construction of a new one-story, 6,700-square-foot golf course clubhouse.

RELEVANT EXPERIENCE WITH OTHER FIRMS

- Center for Neovation, Kissimmee, FL
- The OC – Neocity Office Building, Kissimmee, FL
- University of Central Florida Academic Commons at Creative Village, Orlando, FL
- Nemours Childrens Hospital, Orlando, FL
- Verizon Finance Center, Lake Mary, FL
- Orlando Utilities Commission Headquarters, Orlando, FL
- Multiple Elementary, Middle, and High Schools for OCPs
- Parrish Medical Center, Titusville, FL
- Port Canaveral Terminal 6 and Welcome Center, Cape Canaveral, FL
- UF Health Shands Cancer Hospital, Gainesville, FL
- UF Health Cardiovascular & Neuroscience Hospital, Gainesville, FL

Qualifications and Experience

Subconsultants

Over the past 40 years, ZHA has worked with and identified the most qualified subconsultants to provide expertise as required. Given the diverse nature of the potential projects, it is difficult to specifically identify subconsultants we will use throughout the contract period. ZHA is prepared to work with the City to identify the most appropriate subconsultant when they are needed to fulfill the needs of any specific project.

Nonetheless, ZHA has identified specific expertise that may be needed, depending on the applicable funding sources of assigned projects, to provide Davis Bacon monitoring and auditing services and to implement Buy America regulations.

P.A. Wallace & Associates, Inc.

P.A. Wallace & Associates, Inc. (PAW) has over 25 years of experience monitoring and reviewing certified payroll for Davis Bacon and implementing the Buy America regulations. The firm's experience includes projects totaling over \$450 million in value with more than 250 contractors and subcontractors. PAW responsibility will be to coordinate and review all certified payrolls of the General Contractors and all Subcontractors and obtain corrections and compliance when items are identified that do not meet the Davis Bacon requirements. Additional tasks and activities may include:

- Attend the Pre-Construction meeting and present information regarding Davis Bacon requirements and Buy America for the General Contractor and all Subcontractors.
- Draft initial correspondence regarding the certified payroll requirements for the contractors on the project and provide it to the project manager to be given to the General Contractor. The General Contractor then provides this correspondence to all their subcontractors.
- Obtain a current listing of all subcontractors working on the project.
- Develop and maintain a checklist of all contractors to make sure certified payrolls are submitted.
- Review the contractor's and subcontractors' weekly certified payrolls, which includes a review of every worker on the project, to ensure they are paying the minimum prevailing wage rates (Davis Bacon Wage Rates) in accordance with the schedule.
- Obtain information, as required, for apprentices, union agreements, and employee's unusual deductions.
- Draft correspondence to contractors regarding delinquent reports or wages that are less than the prevailing wage rate or any other discrepancy that is identified, listing the discrepancies and the actions required to correct them.
- In the event an employee is underpaid, documentation of back-up pay must be submitted, as well as an affidavit from the employee acknowledging the receipt of back pay.
- Conduct field compliance checks to interview employees of the contractor and subcontractors to verify wages paid are the same as reported on the certified payroll.
- Attend JCM meetings.
- Prepare monthly reports to include the payroll status of every contractor on the project.
- Prepare the close-out Davis Bacon Report at the end of the project.

P.A. Wallace & Associates, Inc. has been repeatedly complimented by federal government auditors for the accuracy and compliance of their work. Major projects include:

- Osceola County Courthouse Square Parking Garage Project #7010, Kissimmee, FL
- Amway Center, Orlando, FL

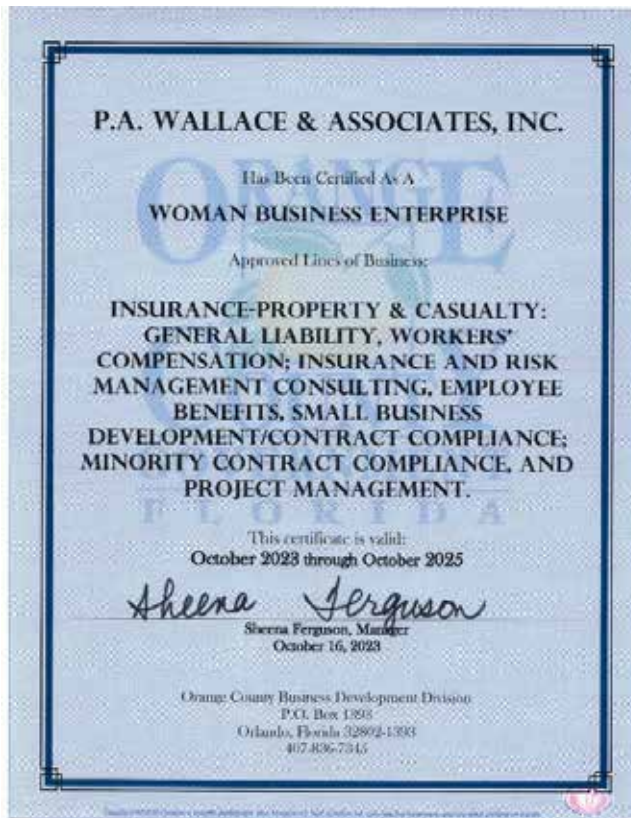


Qualifications and Experience

- Dr. Phillips Performing Arts Center, Orlando, FL
- URS Orlando International Airport BP- 373 Taxiway B Improvements and Related Work, Orlando, FL
- Orlando International Airport BP- 394 A Rehabilitation of Taxiway C and Related Work- Phase A, Orlando, FL
- Indian River State College Center for Innovation and Entrepreneurship, Ft. Pierce, FL
- Orlando International Airport, Orlando, FL

P.A. Wallace & Associates, Inc. has worked with ZHA for over 20 years providing Davis Bacon and Buy America auditing for various federal and federally assisted projects. This includes a multitude of projects for the Greater Orlando Aviation Authority that are not listed above.

P.A. Wallace & Associates, Inc. is a woman-owned business certified under the Disadvantaged Business Enterprise Programs with the State of Florida, Orange County Government, the City of Orlando, and the Florida Department of Transportation.





Qualifications and Experience

Current and Projected Workload

Based on our current and projected workload, the proposed staff is available as needed to fully support the City of St. Cloud, and our experienced management team will ensure appropriate personnel are on hand when needed to fulfill their role on the project.

Current and Projected Workload	FTE					Completion Status		Project Value
	Assigned Personnel	Availability	Cont. Services (as needed)	Design/Construction Operations Mgmt	Project Commencement	Percent Completion	Anticipated Completion	
City of St. Cloud (<i>pending successful selection</i>) - Project Management Services	2.5	TBD	P	P	TBD	0%	TBD	TBD
Westminster Communities - Facilities Assessment Services	1.5	TBD	P		2024	0%	Jun-2024	77,500
Seminole County Sheriff's Office - Project Management Services (On-call)	1	70%	P	P	2023	40%	Dec-2024	100,000 - 5,000,000
City of Apopka - Public Safety Facility	3	65%	P	P	2023	5%	Oct-2026	90,000,000
City of Sanford - Project Management Services (On-call)	1.5	60%	P	P	2023	1%	Sep-2026	200,000 - 8,000,000
City of Ocoee - Project Management Services	1	75%	P	P	2023	1%	May-2026	TBD
Sanford International Airport - Economic Development / Tenant Engagement	1	70%	P		2022	20%	Dec-2024	50,000
Orlando International Airport / GOAA - Subconsultant Services, Program & Project Mgmt	TBD	TBD	P	P	2022	0%	Dec-2028	TBD
Melbourne International Airport - Professional Services at Large	TBD	TBD	P	P	2022	0%	Sep-2025	TBD
Osceola County - Facility Construction Consulting Svcs and Owner's Representation	2	50%	P	P	2022	10%	Sep-2026	100,000 - 25,000,000
Seminole County School District - Facility Assessments	1.5	60%	P		2022	5%	May-2027	187,000
Orlando Health - Project Management - Multiple Projects	3	30%	P	P	2015	N/A	On-call	50,000 - 23,000,000
Northwest Florida Beaches Intl Airport - Continuing Engineering Consultant Services	1.5	53%	P	P	2011	95%	May-2024	100,000 - 55,000,000
DSI Management (various campuses) - General Consulting & Project Management	0.5	75%	P	P	2007	N/A	On-call	50,000 - 10,000,000
Lockheed Martin - F-35 Fighter Training Simulator Deployment Design Reviews, Multiple Projects	2.5	10%	P	P	1984	N/A	Sep-2029	No limit



Qualifications and Experience

ZHA staff utilization varies throughout the phases of each project. Overall, ZHA maintains an average utilization rate between 50% and 60% to ensure appropriate personnel are available when and where they are needed.

Qualifications and Experience

Similar Work

1

Consulting and Owner’s Representative Services – City of Sanford
Sanford, Florida

CLIENT CONTACT

Chris Smith, Project Planner
T: (407) 688-5028
F: (407) 688-5021
E: Chris.Smith@SanfordFL.gov

SERVICES

Owner’s Authorized Representative: Project Management, Programming, Design Management, Design Reviews, Procurement, GC Selection and Negotiation, Construction Oversight



DURATION

2023 – Present

TOTAL PROJECT VALUE

\$29 million for near-term projects

PROJECT STAFF

- Matthew Gans, Project Manager
- Robert Utsey, Procurement Support/Technical Advisor
- Robert DeBoard, Design Review
- Donald Doehring, Design Review/Construction Oversight
- Cludeen Roundtree, Procurement Support/Project Assistant
- Wendy Roby, Project Accountant

OVERVIEW

ZHA is currently providing program and design review, preconstruction and constructability review, procurement support, CM contract negotiations, and overall management of the project from concept to completion, commissioning, occupancy, and post-construction warranty period for the Mayfair Country Club, Fire Station No. 40, and the City Hall Expansion. The City is also engaging ZHA for other additional projects.

PROJECTS

Mayfair County Club [Mar. 2023 – Mar. 2025]

A one-story, 6,700-square-foot clubhouse located in Sanford, Florida at the historic Mayfair Country Club. The Mayfair Country Clubhouse was originally built in 1922 with a 9-hole golf course sited on land that was part of a 20,000-acre tract purchased in 1870 by Henry Sanford. The new clubhouse will feature a Nantucket style façade, banquet room, bar, pro shop, and kitchen. There will be an oversized patio overlooking the 9th and 18th green. This clubhouse will be the perfect addition to a Donald Ross-designed golf course.

Fire Station No. 40 [Jun. 2023 – Mar. 2025]

A one-story, 13,615-square-foot four-bay fire station located at Sanford International Airport. The fire station will have a 5,653-sf apparatus bay that has space for 8 trucks of different sizes, along with kitchen, living room, dining room, training / multipurpose room, EMS storage, tool room, SCBA room, bunker gear room, reception lobby, restrooms with showers, and two lieutenant’s offices.

Qualifications and Experience

Consulting and Owner's Representative Services – City of Sanford (continued)

City Hall Expansion [Oct. 2023 – Mar. 2025]

The City has practiced an "Open for Business" philosophy for many years to foster new business growth and an enhanced friendly customer service. To accomplish these goals, the Building Division requires more space to maintain the "day-to-day" level of service necessary to serve the needs of the city. The increase in the City's population and corresponding development coupled with changing laws and pro-development posture have necessitated an increase in staffing. This construction will facilitate the expansion of services, creating a more positive customer experience and allowing old space to be re-purposed for other expanding trends.

Mass Metering – Water Meter Upgrades [Jan. 2024 – Feb. 2026]

The City of Sanford is undergoing a multi-million-dollar city-wide water meter replacement project starting in 2024; this enrolls approximately 25,000 individual water meters being installed both for Sanford's residential and business customers. The city is upgrading to an advanced metering system as an investment in the community. The new meters will provide highly accurate billing information, overall improved service, and utilities operational savings. The new meters will operate with the most advanced technology available. This project will involve installing new water meters throughout the entire service area.

Qualifications and Experience

2

Owner's Representative / Project Management Services – City of Ocoee Ocoee, Florida

CLIENT CONTACT

Jamie Croteau, Utilities Director
T: (407) 905-3159
E: JCroteau@Ocoee.org

SERVICES

Owner's Authorized Representative:
Project Management, Design
Criteria Development, Design
Management, Plan Review, Bid
Phase Services, Contractor Selection
and Contract Negotiation, GMP
Negotiation, Construction Oversight



DURATION

2019 – Present

TOTAL PROJECT VALUE

\$39+ million for recently completed
and near-term projects

PROJECT STAFF

- Andrew Brooks, Project Executive
- Richard Howard, Project Manager
- Robert Utsey, Technical Advisor
- Robert DeBoard, Design Review
- Donald Doehring, Design Review
- Cludeen Roundtree, Project Assistant
- Wendy Roby, Project Accountant

PROJECTS

Ocoee City Hall [Jan. 2019 – May 2022]

The project consisted of a three-story, 46,500-square-foot government facility designed to house multiple city services in one location. ZHA provided a full complement of design management services, including design reviews to confirm conformance to the Owner's design intent, management of the design budget, and review of submitted designs before submission for a final permit. During construction, ZHA provided a wide array of services including coordination activities and on-site observations along with reviews of the testing agency's reports to confirm conformance to design requirements. ZHA also administered the Owner's Direct Purchase Program, resulting in significant savings to the City.

Regional Law Enforcement Training Center [2023 – TBD]

This project was presented to the City by a developer through an unsolicited P3 proposal offer, which is a Florida Statute that allows the private sector to offer solutions to municipalities for critical infrastructure needs. Public Safety training facilities are included in this unique procurement approach. ZHA performed a full evaluation of the proposal, per the statute, to validate that it met all the prescribed criteria. Upon certification of the proposal, ZHA led the programming and design review, financial validation, and final contract negotiations. ZHA will oversee and manage the project through completion, commissioning, and occupancy. The project scope includes sitework, a 15,000 square-foot training facility with a fully equipped, state-of-the-art shooting range, classroom, conference and community rooms, and secured vehicle parking and storage area. The project will be situated on a 12-acre site.

Qualifications and Experience

Owner's Representative / Project Management Services – City of Ocoee (continued)

Federal Grant Funded ARPA Projects

ZHA is currently providing professional construction management services to include projects funded through the American Rescue Plan Act (ARPA). As the Owner's Representative, ZHA is expected to be involved in every stage of the project including design, bidding, and managing all aspects of the construction process. ZHA was initially tasked with two ARPA-funded projects, the Ocoee WWTF Electrical Upgrade and Expansion project and the Reclaimed Storage Tank and Pumping Facility.

WWTF Electrical Upgrade and Expansion [May 2023 – May 2025]

The project includes constructing a new electrical building with new electrical equipment, installing a new 1000 kW generator with fuel tank, new blowers, demolishing the existing generator, diesel fuel tank, transformer, sidewalk and aboveground blower piping, furnishing and installing electrical conduit and electrical pullboxes, constructing a generator pad, a transformer pad, grading site and installing new concrete sidewalk, and removing asphalt parking surface and replacing with concrete parking.

Reclaimed Storage Tank and Pumping Facility [May 2023 – May 2025]

This project includes the construction of a new reclaimed water storage facility and pumping station. To allow storage of reclaimed water from Orange County Utilities, the City of Ocoee plans to construct a new reclaimed water storage tank. A new pipeline is proposed to connect the new storage tank to the OCU interconnect point. Additionally, a new VFD-controlled pump station is proposed east of reject storage tank #2 to direct water from the new tank to the existing reclaimed water distribution system. Finally, valves and piping are planned to allow the movement of reclaimed water from an existing 10" effluent discharge line to the proposed reclaimed water storage tank.

Qualifications and Experience

New Public Safety Facility – City of Apopka Apopka, Florida

CLIENT CONTACT

Richard Earp, City Engineer
T: (407) 703-1627
E: REarp@Apopka.net

SERVICES

Owner’s Authorized Representative:
Project Management, Programming,
Design Management, Design Review,
Procurement – Architect and
Construction Manager Selection and
Negotiation, Preconstruction and
Construction Oversight



DURATION

2023 – 2026

TOTAL PROJECT VALUE

\$95 million for design, construction,
and FF&E

PROJECT STAFF

- Johnnie Lohrum, Project Manager
- Andrew Brooks, Project Executive
- Robert Utsey, Procurement Support/Technical Advisor
- Robert DeBoard, Design Review
- Donald Doehring, Design Review
- Cludeen Roundtree, Procurement Support/Project Assistant
- Wendy Roby, Project Accountant

OVERVIEW

ZHA is providing programming and project management support, RFP and Contract development for the Architect and Construction Manager, design review, preconstruction, and construction oversight for a new 100,000-square-foot Public Safety facility. The facility will include five primary programmatic elements which are defined as joint-use Public Access Areas and Information Technology, Police Department Headquarters, Fire Department Administration, Fire Station No. 1, and Facility Services and Support. The site footprint is approximately 3.2 acres with other required site development features such as public parking, secured staff parking, and the central utility plant that will house the facility’s emergency generator, associated fuel tanks and pumps, and the HVAC systems.

Qualifications and Experience

4

Owner's Representative Services – Seminole County Sheriff's Office Panama City, Florida

CLIENT CONTACT

Joseph Fenwick, Building Services
Manager
100 Eslinger Way
Sanford, FL 32773
T: (407) 665-6682
F: (407) 665-6667
E: JFenwick@SeminoleSheriff.org

SERVICES

Owner's Authorized Representative:
Project Management, Construction
Oversight



DURATION

2011 – Present

TOTAL PROJECT VALUE

\$6 million for near-term projects

PROJECT STAFF

- Matthew Gans, Project Manager
- Andrew Brooks, Project Executive
- Cludeen Roundtree, Project Assistant

PROJECTS

Jail Controls Upgrade [Feb. 2024 – est. Aug. 2025]

This renovation will replace the Jail Door Controls with a newer age and updated system. This update includes cabinets and enclosures, wiring and raceway for electronic systems, electronic control system, touch screen control and management system, uninterruptible power system, and digital intercom and paging system. The new electronic security system will function as an integrated system for all areas. The system is made up of several sub-systems but will be integrated in both physical and electronic manner to achieve a single system presentation and functionality to the operator. The control stations will function as a single control point, appearing to function as a single system.

Communications Center Renovation [Aug. 2023 – Feb. 2024]

A renovation of approximately 6,000 square feet of the Seminole County Sheriff's Office Communications Center. The renovation included the demolition of existing walls, the ceiling grid, flooring, lights, HVAC ducts and diffusers/registers, electrical systems, and low voltage systems. Construction of new walls, ceiling grid, access flooring & flooring, new cabinets & millwork, lights, HVAC ducts and diffusers/registers, electrical system w/new transformer and electrical panel, low voltage systems, new sinks w/associated plumbing & existing tie-ins.

Qualifications and Experience

5

Fire Station No. 28 – Pinellas Suncoast Fire & Rescue District Indian Rocks Beach, Florida

CLIENT CONTACT

Jeffrey Davidson, Fire Chief
304 1st Street
Indian Rocks Beach, FL 33785
T: (727) 595-1117
E: JDavidson@psfrd.org

SERVICES

Owner’s Authorized Representative:
Project Management, Programming,
Design Review, Procurement, GC
Selection, Construction Oversight

DURATION

2023 – Present

TOTAL PROJECT VALUE

\$8 million

PROJECT STAFF

- Matthew Gans, Project Manager
- Robert Utsey, Technical Advisor – P3 Compliance
- Robert DeBoard, Design Review
- Donald Doehring, Design Review/ Construction Inspection
- Peter DeVoney, Project Controls
- Cludeen Roundtree, Procurement Support/Document Control



OVERVIEW

A two-story, 13,000-square-foot three-bay fire station located in Pinellas County. The fire station will have a 2,800-square-foot apparatus bay that has space for 3 trucks of different sizes, along with 6 bunk rooms, a kitchen, a living room, a dining room, a training/multipurpose room, EMS storage, tool room, SCBA room, bunker gear room, reception lobby, gym, and restrooms with showers.

ZHA will provide program and design review, preconstruction and constructability review, procurement support, CM contract negotiations, and overall management of the project from concept to completion, commissioning, occupancy, and post-construction warranty period.

This project is currently in the GC selection phase.

Qualifications and Experience

Continuing Owner’s Representative Services – Lakeview Terrace Retirement Community Altoona, Florida

CLIENT CONTACT

Kenneth Schultz, President/CEO
DSI Management LLC (Managers of
Community for CSI)
T: (407) 645-3211
F: (407) 645-3773
E: KSchultz@dsimanagement.com

SERVICES

Owner’s Authorized Representative:
Project Management, Planning,
Programming, Consulting Team
Selection and Management, Design
and Construction Oversight and
Administration, Regulatory Approvals
Coordination, Marketing Assistance,
Financing Assistance

DURATION

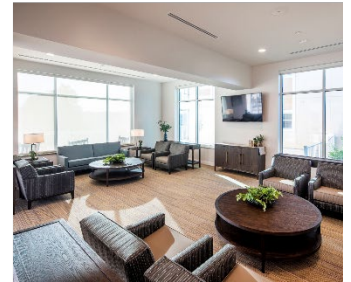
2007 – Present

TOTAL PROJECT VALUE

\$65.6+ million for completed and
current projects

PROJECT STAFF

- Rosser ‘Pete’ Pace, Project Manager
- Robert DeBoard, Project Manager/Design Review
- Donald Doehring, Design Review/Construction Oversight
- Cludeen Roundtree, Procurement Support/Project Assistant
- Wendy Roby, Project Accountant



OVERVIEW

Lakeview Terrace is an existing Continuing Care Retirement Center situated in northern Lake County, Florida. The original campus, constructed on 40 acres between 1974 and 1982, consisted of 220 independent living units (ILU), a 20,000-SF community center, and a health center with 20 skilled nursing beds and 65 assisted living units. Over several phases, the community has now expanded to 125 acres.

ZHA has provided owner’s representative services for the modernization and expansion of the community on an ongoing basis since 2007. ZHA worked with Community Supports, Inc., the not-for-profit owner of Lakeview Terrace to develop a modernization and expansion plan to position the community for future growth in the expanding senior living market. ZHA has managed all aspects of the expansion program, including master planning, planned development approval, design, site environmental and stormwater permitting, Certificate of Need approval, building permitting, financing, construction, and coordinating with FDOT, Florida DEP, and St. Johns River Water Management District.

PROJECTS

Phase 1: Renovation of the existing campus completed December 2012 – \$6.2 million

Phase 2: Infrastructure development of an added 60 acres; construction of a 50,000-square-foot ILU tower and 41,000 square feet of ILU villas; construction of an on-site 80,000-gpd wastewater treatment facility; and construction of a new campus entry and 2 miles of roads, completed November 2014 – \$16 million



Qualifications and Experience

Continuing Owner's Representative Services – Lakeview Terrace Retirement Community (continued)

Phase 3: Construction of a 9,300-square-foot exercise pool and fitness facility completed March 2017 and a 23,691-square-foot skilled nursing facility completed August 2018; community center upgrades and expansion were also completed October 2018 – \$10+ million

Phase 4: Construction of nine 4-unit villas and a 31-unit ILU tower completed December 2020, and a new 26,000-square-foot clubhouse with two assembly areas, a 309-seat dining room, and themed beverage lounges completed March 2021 – \$33 million

ZHA assisted the landowner with securing the finance Bonds, and staff packaged scopes of work and provided necessary documentation and information so that funding is released when needed and helped develop the required reporting.

Qualifications and Experience

Continuing Construction Project Management Services – Osceola County Government Osceola County, Florida

CLIENT CONTACT

Curt Diehl, Facilities Management
Director
T: (407) 742-0517
E: Curt.Diehl@Osceola.org

SERVICES

Owner’s Representative: Project Management, Space Needs Assessment, Visioning & Consensus Building, Design Guidelines Development/Review, Project Scope Definition, Cost Analysis & Budget Development, Feasibility Analysis, Design Criteria Package Development, Design Management, Plan Review, Contractor Selection & Contract Negotiation, GMP Negotiation, and Construction Oversight



DURATION

2011 – Present

TOTAL PROJECT VALUE

\$100+ million for recently completed and current projects

SPECIFICATIONS

115+ Projects: new construction, renovations, and assessments

PROJECT STAFF

- Andrew Brooks, Project Executive
- Curt Howard, Planner/Design Review
- Robert DeBoard, Design Review
- Cludeen Roundtree, Project Assistant
- Wendy Roby, Project Accountant

OVERVIEW

ZHA provides overall Project Management services, on a continuous basis, including but not limited to design and construction oversight for various horizontal and vertical construction capital improvement projects for the County. Tasks include the development of project scopes, budgets, schedules, and conceptual plans, as well as oversight of design and construction to ensure the design criteria is met and the construction scope, cost, and quality are achieved.

ZHA has provided these services to Osceola County since 2011; ZHA is currently under its third five-year contract awarded by the County. ZHA has provided services for multiple projects including fire stations, community centers, recreation facilities, sheriff’s facilities, judicial facilities, administrative and parking facilities, and the county’s events center, Osceola Heritage Park. Recent projects include renovations to the Tax Collector’s office, renovations to the Supervisor of Elections office, new warehouse construction, and renovations to event facilities at Osceola Heritage Park.

Qualifications and Experience

8

Continuing Engineering Services – Northwest Florida Beaches International Airport Panama City, Florida

CLIENT CONTACT

Parker McClellan, Executive Director
T: (850) 763-6751, x. 205
F: (850) 785-5674
E: PMcClellan@pcairport.com

SERVICES

Owner's Authorized Representative:
Concept Development, Planning,
Programming, Master Planning,
Transportation Planning, Design
Management, Procurement
Assistance, Construction
Administration, Agency Liaison,
Project Management

DURATION

2011 – Present

TOTAL PROJECT VALUE

\$29 million for near-term projects

PROJECT STAFF

- Darrel Brostrom, Architecture/
Design Management
- Andrew Brooks, Engineering/
Design Review
- Curt Howard, Design Review
- Robert DeBoard, Design Review
- Donald Doehring, Design
Review/Construction Oversight
- Cludeen Roundtree, Procurement
Support/Project Assistant
- Wendy Roby, Project Accountant



OVERVIEW

Throughout (2) previous 5-year continuing service contracts and the current third 5-year contract, ZHA has provided General Engineering Consultant/Owner's Representative services that include general consulting, concept development, planning, programming, master planning, transportation planning, infrastructure planning, design management, construction administration, agency liaison, and project management.

Over the past 11+ years working with the Airport, ZHA has successfully managed close to 150 projects. Within the past three years, more than 40 projects have been completed. Recent projects include Terminal Gate expansion, Terminal Gates 6 & 7 Hold Room expansion, Airline Tenant Office buildouts, Aircraft Apron Parking expansion, and Transient Apron and Taxiway E-1 construction, to name a few. Current projects in the planning, design, bidding, or pre-construction phase include North Terminal Concourse renovation, North Terminal expansion program, Baggage Make-up expansion, TSA Screening Checkpoint expansion, North Terminal Apron expansion, Overflow Parking expansion, Cell Lot expansion, Long Term & Employee Parking expansion, and Escalator installation.

Qualifications and Experience

9

Owner's Representative Services for NeoCity Projects – Osceola County Government Kissimmee, Florida

CLIENT CONTACT

Curt Diehl, Facilities Management
Director
T: (407) 742-0517
F: (407) 742-0600
E: Curt.Diehl@Osceola.org

SERVICES

Owner's Authorized Representative:
Project Management, Master
Planning, Project Scope Definition,
Cost Analysis & Budget Development,
Design Criteria Package
Development, Design Management,
Design-BUILDER Selection & Contract
Negotiation, GMP Negotiation, and
Construction Oversight, Coordination
with Local/Regional/State/Federal
Agencies

DURATION

2014 – 2026

TOTAL PROJECT VALUE

\$80 million – Center for Neovation
\$26.1 million – The OC
\$xx million – Center for Neovation
Expansion

PROJECT STAFF

- Darrel Brostrom, Project Manager
- Donald Doehring, Construction Oversight
- Cludeen Roundtree, Closeout Coordinator
- Wendy Roby, Project Accountant
- Rosser 'Pete' Pace, Director of Construction & Asset Management (Owner's Staff)



PROJECTS

Center for Neovation [2014 – 2018]

ZHA managed the design and construction of a highly specialized research and manufacturing semi-conductor facility. The facility serves as an incubator for nanotechnology for the advancement of manufacturing processes for smart sensor technology. This project was the first phase of a 500-acre campus master plan, owned by Osceola County, consisting of 109,000 SF of both class 1000 and class 10000 cleanrooms, along with wet and dry labs, offices, and support areas. Osceola County financed and constructed the building.

As the Owner's Representative for Osceola County, ZHA was authorized to manage all the activities of the County, the design-builder, and the private industry partners to ensure the facility was completed within the defined budget and schedule. ZHA's responsibilities included the design/build criteria, design-builder selection, contract negotiation, programming and baseline project definition, and design and construction owner's representative services through the construction completion, tool installation, and operations start-up.

The OC – Neocity Office Building [2017 – 2020]

ZHA managed the design and construction of this four-story, 100,000-square-foot class B+ office building that houses two primary tenants, SkyWater and bridg, with additional space for other entities that desire to be near the Center for Neovation, and the primary tenants.

Qualifications and Experience

Owner's Representative Services for NeoCity Projects – Osceola County Government (continued)

Key project features include a food court, an engaging landscaped courtyard connecting to the adjacent laboratory/cleanroom facility, and a sleek skin design including curtainwall glazing systems and decorative metal screens.

During the design process, ZHA helped shape the project program and budget and negotiated the contracts to keep the project moving forward. As the Owner's Representative for Osceola County, ZHA provided coordination with various agencies, scheduling, cost estimating, performance specifications, technical reports, plan reviews, fee negotiations assistance, contract reviews, design management, construction overview, resident project representative, claims analysis, litigation support, project overview, staff augmentation and other general consulting, advisory, and management services requested by the County.

Center for Neovation Expansion [2023 – 2026]

ZHA is currently managing the design and construction of the buildout of the Advanced Manufacturing Semiconductor Fabrication Lab's infrastructure to facilitate the full use of the ISO 6 (class 1,000) and ISO 7 (class 10,000) cleanrooms. The structural improvements include expanding cleanroom space for advanced packaging processing and upgrading and increasing the ultra-pure water treatment utility and emergency backup power (UPS) capabilities for semiconductor tools, equipment, and machinery expansions.

Qualifications and Experience

10

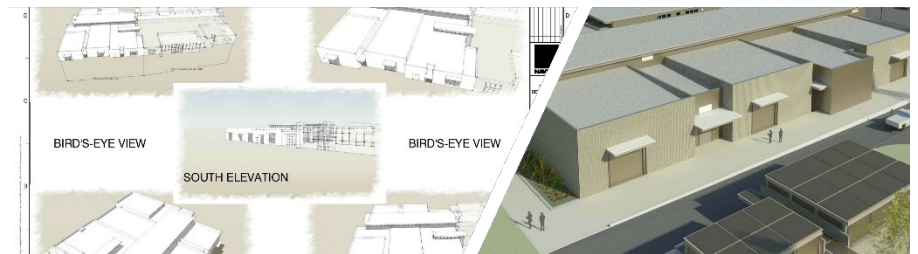
Owner's Representative Services – Lockheed Martin Joint Strike Fighter (F-35) Program U.S. and International

CLIENT CONTACT

Robert P. Venema, Systems Analyst
T: (252) 444-1134
E: Robert.P.Venema@lmco.com

SERVICES

Project Planning and Programming, Pre- and Post-Occupancy Studies, Coordination with Federal Agencies, Performance Specifications, Technical Reports, Plan Reviews, Design Management, Construction Overview, Project Representative, Project Overview, Staff Augmentation



DURATION

2009 – 2029

SPECIFICATIONS

Locations in 10 states and 12 countries

PROJECT STAFF

- Darrel Brostrom, Project Manager
- Richard Howard, Design Review
- Donald Doehring, Design Review
- Cludeen Roundtree, Project Assistant
- Wendy Roby, Project Accountant

OVERVIEW

ZHA provides continuing consulting services including owner's representative services, planning and design conceptualization and relationship development, design management, providing technical facilities knowledge and support to help create curriculums and educational facilities where pilots and maintainers learn to operate and maintain the World's newest Advanced (5th Generation) Fighter Aircraft. To date we have worked on over three dozen training and simulation centers, the sizes and components that make up each facility differ based on the student throughput and added functionality desired by each military service or government. Permanent facilities generally begin at 40,000 GSF and a few exceed 250,000 GSF.

The work is under the Mission Systems Training Division of Lockheed Martin. This global concern is tasked with educating and training a broad range of people in locations all around the world. The group employs the most advanced teaching tools and technology.

ZHA's work on the F-35 Program began by developing the physical facility standards and requirements for each teaching and support activity. These are captured in a Facilities Requirements Document which serves as the reference standard for design teams. It details requirements for minimum room sizing, surface finishes, acceptable lighting approaches, heating and cooling loads, fire detection and protection requirements, telephone infrastructure, furnishings, building systems, and other utilities/services, such as compressed air, networks, etc. Throughout the Document, distinction is made between obligations, prohibitions, recommendations, and discretionary status.



Qualifications and Experience

Owner's Representative Services – Lockheed Martin Joint Strike Fighter (F-35) Program (continued)

Based on desired student throughput and operational parameters, the JSF ITC Simulation Model is used to determine the number of training resources required to support a given student throughput and to create the site-specific facility-sizing matrix. After the facility has been sized, and possible locations are determined, ZHA creates a functional relationship-based layout.

After scoping is completed, ZHA tasks generally became one of the more traditional Owner's Representative roles of Design Management and Construction oversight.

Qualifications and Experience

Owner’s Representative Services – Not-For-Profit Communities Florida

CLIENT CONTACT

Kenneth Schultz, President/CEO
DSI Management LLC (Managers of
Community for CFC and Sandy Park)
T: (407) 645-3211
F: (407) 645-3773
E: KSchultz@dsimanagement.com

SERVICES

Owner’s Authorized Representative:
Project Management, Planning,
Programming, Consulting Team
Selection and Management, Design
and Construction Oversight and
Administration, Regulatory Approvals
Coordination

DURATION

2019 – Present

TOTAL PROJECT VALUE

\$20+ million (estimated)

PROJECT STAFF

- Matthew Gans, Project Manager
- Robert DeBoard, Design Review
- Donald Doehring, Design Review/
Construction Inspection
- Peter DeVoney, Project Controls
- Cludeen Roundtree, Project
Assistant



OVERVIEW

Washington Square Activity Center [2023 – 2025]

ZHA was engaged by Central Florida Communities, Inc. (CFC) as their Owner’s Representative to manage the design and construction of a new single-story activity center consisting of approximately 5,500 square feet that will provide amenities to the residents of an adjacent 64-bed intermediate care facility for the developmentally disabled. The Amenities will provide activity and learning spaces for Life Fitness, Life Skills, and Physical Therapy. Additionally, there is a dedicated Senior Center for the older residents and a large Activity Room for events and larger activities. Exterior areas are designed to allow gardening and play activities.

The project is currently in the design/bidding phase.

Sandy Park Development Center [2023 – 2024]

ZHA was engaged by Guardian as their Owner’s Representative to provide oversight of the design and construction of building repairs at the property in Fort Myers, Florida. The proposed repairs currently include the installation of new roofs, new ductwork, painting, design and installation of a new emergency generator system, and new site fencing. Additional repairs may be added as recommended in a building inspection report before the acquisition of the property by Guardian.



Qualifications and Experience

Litigation Statement

Claim Information

Project: TrustMark Bank Building Renovation for City Hall Relocation

Parties: Plaintiff – The City of Panama City, Florida
Defendant – ZHA Incorporated

On December 7, 2018, the City of Panama City alleged that work performed by ZHA, pursuant to a contractual agreement with the City, and additional work required therefrom by other contracting entities, resulted in unforeseen costs and expenses by the City of Panama City for which the City intends to recoup from ZHA and potential additional entities. ZHA's position is the alleged unforeseen costs were previously identified and proposed efforts to mitigate the costs were ignored by the City.

The case was dismissed January 4, 2024.

ZHA has not been involved in any disputes or claims that were resolved without legal action during the last five (5) years.

To date, no monetary settlements have been incurred by ZHA.

Qualifications and Experience

Licenses and Certifications

Firm Certification

ZHA is duly registered and certified to do business in the State of Florida.

*State of Florida
Department of State*

I certify from the records of this office that ZHA INCORPORATED is a corporation organized under the laws of the State of Florida, filed on August 10, 1983, effective August 5, 1983.

The document number of this corporation is G53460.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 22, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-second day of January,
2024*

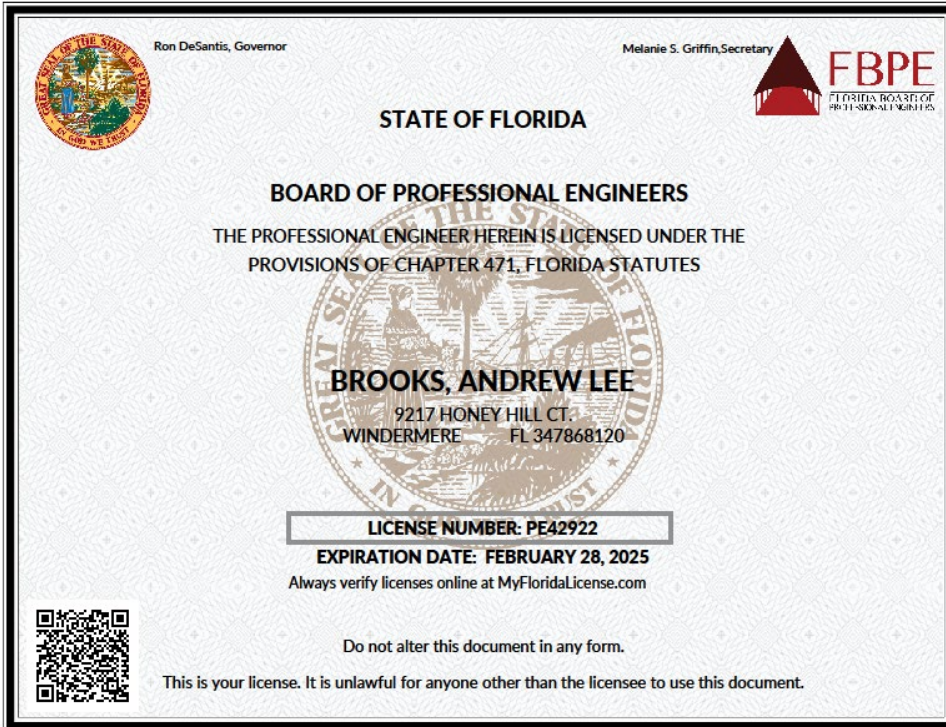


[Signature]
Secretary of State

Tracking Number: 4655711871CC
To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.
<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Qualifications and Experience

Firm Engineering License: Qualified Licensee – Andrew L. Brooks, P.E., LEED® AP



Firm Architecture License: Qualified Licensee – Darrel J. Brostrom, AIA, NCARB, LEED® AP



Qualifications and Experience

Project Team Members – Licensing and Certification

Key personnel and support staff are properly licensed and certified in their respective areas of expertise.

Andrew L. Brooks, P.E., LEED® AP

- Professional Engineer, Florida No. 42922

Rosser L. Pace, II, CGC

- Certified General Contractor, Florida No. CGC1511552

Darrel J. Brostrom, AIA, NCARB, LEED® AP

- Registered Architect, Florida No. AR0014124
- National Council of Architectural Registration Boards Certificate

Robert W. DeBoard, AIA, NCARB

- Registered Architect, Florida No. AR0006560
- National Council of Architectural Registration Boards Certificate

Curt G. Howard, Jr., R.A., NCARB

- Registered Architect, Florida No. AR0014907
- National Council of Architectural Registration Boards Certificate

Richard M. Howard, P.E., CFM, PWLF

- Professional Engineer, Florida No. 41942
- Certified Floodplain Manager No. US-02-00492

Johnnie Lohrum, Jr., R.A., LEED® AP

- Registered Architect, Florida No. AR0096099

Peter D. DeVoney, CGC, DBIA, LEED® AP

- Certified General Contractor, Florida No. CGC037552
- Design-Build Professional Certification

Donald A. Doehring, CGC, CBI

- Certified General Contractor, Florida No. CGC036039
- Certified Building Inspector (Standard), Florida No. BN6116



Project Understanding and Proposed Approach

D. Qualifications and Experience

Project Understanding and Proposed Approach

ZHA's core business is Owner's Representative services.

Since its inception 40 years ago, ZHA's sole function has been to represent owners in the development of their capital projects; from inception through operations. While we have provided our expertise to clients around the world, most of our assignments have been in Central Florida helping to create many of the most notable projects in our community. Functioning as an Owner's Representative exclusively, we have developed a keen understanding of the owner's obligations, the importance of the role of an Owner's Representative, and what it takes to create successful projects.

ZHA's primary responsibility, providing Project Management Services for the City of St. Cloud, will be to always protect the City's interests by managing each project's scope, schedule, and budget, and maximizing the quality of the final product.

Our approach is very simple:

- Understand the owner's objectives
- Develop a program that meets the objectives
- Assemble a team that is best suited for each project
- Communicate each project's expectations and program consistently to all participants
- Provide technical expertise to accomplish all required services
- Execute the services effectively and efficiently
- Manage the overall project budget and schedule

Understand the owner's objectives

The City has provided a list of potential projects that represent a wide range of project types, at different stages of development, and with various actual or proposed contractual delivery methods for both design and construction services. In addition, the City has provided a wide range of services that may be requested of the selected PM firm. Given the diversity of projects proposed and listed in the City's Capital Improvement Plan, the City of St. Cloud needs a PM capable of providing the full range of services while managing multiple projects simultaneously - understanding and exceeding each project's unique requirements.

ZHA has demonstrated its ability to successfully manage a varied portfolio of projects and services, delivering all the projects and services on time and within budget while meeting or exceeding the owner's goals and objectives.

Develop a program that meets the objectives

There are four project categories listed in the City's Capital Improvement Plan:

1. Fire Department Projects
2. Police Department Projects
3. Parks Projects
4. Public Works Projects

It is our understanding that the selected PM will provide professional project management services for various projects for the Fire Department, Police Department, Parks and Recreation, and Public Works. ZHA



D. Qualifications and Experience

understands the varying objectives of each department and we have confidence in our ability to develop the best program to meet each department's objectives.

ZHA has successfully completed multiple projects for our clients under **each** of these project categories. Having provided these services for 40 years, our clients include an extensive list of governmental agencies (cities, counties including both constitutional and departments). We have a proven track record of understanding their basic objectives and operational concerns.

Assemble a team that is best suited for each project

It is important that the PM has the management skills, project knowledge, and technical expertise to effectively coordinate and control the flow of information to facilitate timely decision-making by the various participants throughout each project. It is also important that the PM has the knowledge and experience to quickly identify each project's unique requirements and to be able to assemble a team to manage the various phases of each project. ZHA has that knowledge and proven experience.

ZHA has provided Owner's Representative services exclusively for 40 years and we know that assisting Owners successfully requires a broad knowledge of planning, programming, design, and construction issues. We appreciate that specific expertise is often required to appropriately manage and respond to a project's unique requirements and we propose a Team that is highly experienced in successfully addressing project needs.

There are also times when a project may require specific expertise from a specialty consultant not initially contemplated. ZHA has the experience to identify that new need, find the best expertise to assist the City, and make them part of the ZHA Team. Based on our experience with varied project funding sources, we also have an expert in Davis-Bacon Act compliance ready to assist, if required by federal or other agency funding sources.

To assist the City while building its Capital Improvement Program Division, ZHA is prepared to locate personnel in the City's office if that is desired by the City. ZHA has provided on-site staff for clients in the past and we have found that it facilitates better project communication and coordination between the parties, especially at the start of a project.

Communicate each project's expectations and program consistently to all participants

We believe that a critical component of a successful project and a critical role for the PM is to facilitate clear, concise, and timely communication between all parties associated with the project. Communication is critical—it must be clear, concise, and timely between all parties. ZHA will facilitate and coordinate this communication by establishing clear lines of communication and authority, holding regular coordination meetings, and other means at our disposal.

ZHA has successfully completed hundreds of design and construction projects for owners in Central Florida. We understand the contractual obligations and relationships that exist. The City of St. Cloud's primary obligation as an owner is to set each project's program and objectives and to make timely decisions regarding the project's implementation. ZHA will focus on anticipating issues and decision requirements and providing the information for City of St. Cloud to evaluate and make decisions with knowledge of any impacts to the project's scope, budget, schedule, or quality.



D. Qualifications and Experience

Provide technical expertise to accomplish all required services

ZHA is comprised of architects, engineers, estimators, schedulers, contractors, and other project development specialists skilled in managing design and construction projects. We have managed a myriad of projects including aviation, aerospace, public assembly, cultural access, education, government facilities, hospitals, and cleanroom research and development facilities.

Our staff understands what it takes to manage these types of projects on behalf of our owners. We mobilize specific expertise, as required, to address specialized project needs. For this project, we propose a Senior Project Manager who is a Registered Professional Engineer with more than 40 years of experience in vertical construction. Our Senior Project Manager will be supported by the ZHA staff as detailed on the organizational chart.

We have assigned PM Core Support Managers, Matt Gans and Pete Pace, to directly support the Senior Project Manager. As listed on their enclosed resumes, both individuals have extensive industry experience and different strengths. Matt has years as a Project Manager simultaneously managing a variety of projects – including a new state-of-the-art fire station currently in the planning stages for the City of Sanford Florida. Pete is a Certified General Contractor who has overseen and managed a wide array of projects. Depending on the project's requirements, the Senior Project Manager may assign the project to either of these project managers.

ZHA has identified individuals on the organizational chart under the categories of Design Review/Management, Project Controls & Inspection, and Project Administration. Resumes are provided for these individuals, who are all highly qualified with varying backgrounds. For example, under Design Review/Management we list Johnnie Lohrum and Richard Howard. Johnnie Lohrum is a Registered Architect with extensive knowledge of fire stations and public safety facilities. He is also ZHA's project manager for our current role as the OAR for the City of Apopka's new Public Safety Facility that is currently under design. Johnnie's expertise is coupled with Richard Howard, whose expertise is as a Professional Engineer and former Public Works Director for the City of Orlando. Others under the Design Review/Management category are included to make their extensive and varied background available to provide Design Review/Management for assigned projects.

Our internal and external technical expertise is always focused on what should be done to achieve the owner's objectives and which issues need to be considered in making decisions regarding the implementation and completion of each project.

Execute the services effectively and efficiently

ZHA and our team pride ourselves on our attention to detail, and our hands-on approach to addressing issues that may have an impact on the project's scope, schedule, or cost. We couple this omnipresent attention to detail with an ability to provide solutions to issues that arise during a project's development—knowing when to utilize traditional methods and when to challenge commonly accepted approaches to develop the best solutions for our clients.

D. Qualifications and Experience

Constant, consistent attention to detail is critical as we believe the project environment is cumulative in nature, where every task is dependent on the quality of the tasks preceding it. Invalid assumptions during planning will have a profound effect on the design process. Incomplete or ill-defined design documents will affect the project's cost and quality. Uncoordinated permitting will affect the construction schedule and cost. Poor workmanship and non-conforming work will affect the maintainability and the ultimate life of the asset. These deficiencies in project quality are controllable with proper foresight and experienced oversight, which are the foundation of ZHA's long-running success in the industry.

Manage the Overall Project Budget and Schedule

Monitoring each project's budget and schedule is critical to that project's success. With a focus on the City's requirements, each project's construction approach and the critical importance of maintaining each project's budget and schedule, ZHA's Senior Project Manager will oversee the Project Controls. ZHA will provide a consistent critical evaluation of the project's budget and schedule from beginning to end. The PM will have intimate knowledge of each project's structure and performance.

Project Budget: With 40 years of experience developing and managing budgets for our owners, ZHA is successful in overseeing projects that are completed within their budgets. Our success is founded upon our ability to provide the right personnel and a team experienced in the Central Florida marketplace and the variety of facility types contemplated. We have been, and continue to be, involved with current projects throughout Central Florida and we maintain a detailed database of project cost information from our work throughout the region.

ZHA has provided overall budget oversight and cost-estimating services to a wide array of owners, focusing our expertise on each project's estimated cost and budget requirements. ZHA will use our expertise to assist the City of St. Cloud in developing and maintaining an overall Owner's Project Budget (OPB), the project's total costs not just the cost of physical construction. The OPB will include the cost of land acquisition, permits and fees (federal, state, county, city, and utility), professional fees (including testing and inspections), the cost of construction, building commissioning, FF&E (furniture, fixtures, and equipment), management costs, the City's project contingency, and other costs that will be reasonably incurred during the completion and occupancy of each project. The ZHA team has years of experience quantifying these soft costs.

We will identify potential issues that could adversely impact the project's costs and use our expertise to make recommendations to ensure the delivery of a project that meets the City's scope and budget objectives. Events over the past year have highlighted the vulnerability of the supply chain for many building-related elements. Vulnerability that could affect availability and/or costs. ZHA continuously monitors material supplies for our clients and will work with the City and the design and construction team to address any potentially impacted elements and make recommendations to avoid using supply-chain vulnerable elements.

Our approach to budgetary control involves working with the City and the project team to identify all components that make up the project budget.

The following are specific budget control activities that may be performed:

- Assist the City in establishing a detailed overall Owner's Project Budget (OPB).
- Review and monitor the OPB and recommend actions to maintain the established budget throughout the project duration.

D. Qualifications and Experience

- Prepare and/or reconcile independent cost estimates for budgeting purposes.
- Prepare and/or reconcile independent cost estimates for components for value engineering purposes.
- Prepare and/or reconcile cost estimates and assist the City in negotiations with the Contractor's/ Construction Manager's cost proposal.
- Review, evaluate, and make recommendations to the City on proposed project changes, Contract modifications, and change orders submitted by the Architect/Engineer, Contractor, or other project members.
- Reconcile the final project costs and oversee, as requested, the completion of an independent audit of the Contractor's/Construction Manager's contract.

Project Schedule: ZHA recognizes the time-critical nature of the anticipated projects, and the need to have all parties adhere to each project's schedule.

ZHA will use our expertise to develop and maintain an overall Owner's Project Schedule (OPS), the project's total schedule of activities and milestones, not just the designer's design schedule and the contractor's construction schedule. We will identify potential issues that could adversely impact the project's schedule and make recommendations to ensure the delivery of a project that meets the City's schedule objectives.

ZHA will aggressively monitor the Architect/Engineer's compliance with the design schedule and deliverable completion. We will monitor the contractor's construction schedule and evaluate their ability to meet the completion milestones that have been contracted. We will monitor and make recommendations, if required, regarding the adequacy of the job site staffing to maintain the agreed-upon schedules. ZHA will also monitor and review all responses to Request For Clarification (RFCs), responses to Request For Information (RFIs), as well as any other supplemental instructions to identify potential impacts on the project's cost, schedule, or scope.

We will monitor the construction schedule as the job progresses, including the contractor's schedule as well as the submittal log to monitor the timely submission of shop drawings and timely reviews by the Architect/Engineer.

Adequacy of Resources

Our staff is available as needed to fully support each project as it is assigned, and our experienced management team will ensure ready access to resources when needed. We have a long history of providing clients with talented and committed individuals who share and demonstrate our Core Values and who dedicatedly serve our clients' needs.

Specific Services

ZHA has a long and experienced history in managing traditional contractor, construction management, and design-build contracts for governmental entities; we have assisted cities, counties, and school districts in completing all types of projects using a variety of delivery methods. We thoroughly understand the Florida Statutes that govern each delivery method, and we are familiar with the terms and conditions of the contracts that are used by the City of St. Cloud. Based on this collective knowledge, we have outlined the specific services that will be provided through each phase of assigned projects.

Each project will likely have different requirements based on several factors, including the complexity of the project. The proposed range of services discussed previously is presented in more detail below.

D. Qualifications and Experience

Preconstruction Phase and On-going

During this phase and throughout each Project, ZHA will assist the City of St. Cloud by:

- Facilitating cooperation and communications between all parties associated with the project by providing complete information promptly.
- Participating in project meetings. At these meetings, ZHA will review project status, identify issues that may impact each project's schedule, cost, scope, or quality – and work with the Project Team to expeditiously resolve the issues.
- Interfacing, as directed by the City, with user groups, local government, and business associations as requested, to inform parties of plans and progress of design and or proposed construction activities.
- Assisting the City, Architect, and/or Engineer in obtaining the required permits and approvals, if necessary.
- Assisting the City in establishing milestones for project completion and associated activities. ZHA will diligently monitor milestones to ensure adherence by all parties.
- Assisting the City in developing preconstruction conference checklists.
- Assisting the City in LEED certification processing when necessary and where appropriate.
- Assisting the City in the administration of an Owner's Direct Purchase program, as requested.

ZHA will assist the City of St. Cloud with overseeing the Architect/Engineer by:

- Reviewing Architectural/Engineering design documents (plans, specifications, and construction documents) for:
 - consistency and coordination of technical disciplines,
 - conformance with project scope,
 - conformance with project budget, and
 - conformance with project construction phasing.
- Reviewing and making recommendations regarding construction bid packaging to facilitate an effective construction process.
- Reviewing and recommending payment of Architect/Engineer invoices based on progress and overall accomplishment.

ZHA will assist the City of St. Cloud with overseeing the traditional Contractor by:

- Reviewing and making recommendations, as required, regarding the Contractor's:
 - proposed construction plan for the project,
 - proposed staging and safety program, and
 - proposed Schedule of Values breakdown.
- Facilitating cooperation among the Architect/Engineer, Contractor, and the City to expedite the delivery of facilities.
- Coordinating the activities of the Owner, Architect/Engineer, and Contractor.

ZHA will assist the City of St. Cloud with overseeing a Construction Manager (CM) by:

- Reviewing and making recommendations, as required, regarding the Construction Manager's:
 - proposed construction plan for the facility,
 - proposed construction sequencing schedule and bid packages, including review of proposed suppliers and subcontractors,
 - proposed staging and safety program, and
 - proposed Schedule of Values/trade payment breakdown and method of payment.
- Assisting the City in establishing the basis for the "Guaranteed Maximum Price (GMP)" contract with the Construction Manager.



D. Qualifications and Experience

- Reconciling cost estimates and assisting the City in negotiations with the Construction Manager and their proposed GMP.
- Facilitating cooperation among the Architect/Engineer, Construction Manager, and the City to expedite the delivery of facilities.
- Coordinating activities of the Owner, Architect, and CM.

In addition, ZHA will provide additional related services as deemed appropriate by the City.

Construction Phase

During this phase of the Project, ZHA will assist the City of St. Cloud by:

- Providing periodic construction oversight to review the progress of each project.
- Monitoring construction work for Contractor/Construction Manager compliance with contract and construction documents.
- Assisting the City in determining if the Contractor/Construction Manager has contacted all affected utilities with sufficient forewarning and arranged for inspection and acceptance of construction work and coordinated utility outages, closures, changeovers, disconnects and reconnects, etc.
- Assisting the City and the Architect/Engineer in securing:
 - building permits,
 - environmental permits, and
 - other approvals, as required, for construction.
- Participating in periodic Contractor/Construction Manager Job Coordination Meetings (JCMs). At these meetings, ZHA will:
 - Review of previous meeting's minutes.
 - Review the Submittal Log and assist the City and Architect/Engineer in monitoring the processing of shop drawings to ensure that it follows the schedule submitted by the Contractor/Construction Manager and that the Architect/Engineer reviews shop drawings promptly.
 - Assist the City in determining that all building department inspections are conducted in a timely and efficient manner.
 - Depending on the type and scope of the project, material testing and inspections beyond Building Department inspections, may be required. ZHA will monitor and review material testing and inspections (such as soil compaction, concrete testing, and threshold inspections) at the JCM's and ensure non-compliant items are addressed.
 - Monitor the Contractor/Construction Manager's construction schedule, both Project and a Three-week look ahead schedule.
 - Review the Request For Information (RFI) log to evaluate if RFIs are being issued on a timely basis and if timely responses are being provided by the Architect/Engineer.
 - Analyze construction progress vs Contractor/Construction Manager's proposed Pay Application and make recommendations for payment to the Contractor/Construction Manager.
- Assisting the City in reviewing the daily quality control inspection reports to ensure all tests required by the plans and specifications are performed.
- Assisting the City in determining the extent of hazardous materials within a job site and perimeter, and the development of actions to be taken regarding disposal.
- Recommending rejection of all construction work or materials that do not comply with the contract requirements.
- Reviewing and approving materials and equipment that are under an allowance to avoid delays in work.
- Recommending to the City, Architect, and/or Engineer issuance of Notices of Non-Compliance to the Contractor/Construction Manager to correct non-conforming and or defective work.

D. Qualifications and Experience

- Recommending to the City, Architect, and/or Engineer, as required, ordering corrective actions in writing if the Contractor/CM fails to promptly remove, correct, or replace rejected construction work or materials.
- Interfacing, as directed by the City, with user groups, local government/ business associations, etc., as required, to inform participants of upcoming construction activities.
- Clarifying the expected level of completion with the Contractor/Construction Manager before pre-final, final inspection, and final acceptance.
- Assisting the City, Architect/Engineer, and Contractor/Construction Manager in the preparation and review of punch lists and pre-final and final inspection of the work. Monitor the performance of punch list work.
- Assisting the City in the assembly and transmittal of as-built documents, record drawings, attic stock items, as well as manuals and warranties.
- Coordinating final inspection, final acceptance, and maintenance training and turnover of the project.
- Monitoring FF&E plan, as requested, purchase and installation, and monitor user moves.
- Maintaining required records, photographs, files, and reports for the project's construction history. Turn over all Consultant generated project-related equipment, inventories, etc. to the City in closeout activities.
- Provide other services as deemed appropriate by the City.

Innovative Concepts

Value Engineering and Design Intent

The variety of projects listed under this RFP offers a wide range of cost-saving opportunities. The most common savings are often performed under the heading of Value Engineering. But to ZHA, value engineering is not simply decreasing the estimated cost, it is the process of identifying and quantifying opportunities to reduce the cost of a project without compromising the design intent or operational performance. We consider **both** the initial capital cost of the building and the long-term operational costs that the Owner will incur.

We do this by bringing the varied experiences of our knowledgeable team members together to first identify reasonable construction and materials alternatives that would reduce the cost of the project without impacting the project's design intent.

We will work with City of St. Cloud staff and other project stakeholders to ensure they fully understand the impact of their stated design intent. We often find instances where a client's stated design intent has an unintentional and significant impact on the estimated costs or projected schedule. We work with our clients to ensure that the intent reflects their desires for the resulting facility while allowing the designer and construction market to provide a product that will be the best value for the City's money.

Value engineering allows the Owner to either lower its project costs or gain more project benefits for the budget allocated. This process is a dynamic balancing act provided by knowledgeable, perceptive professionals who possess the mastery to analyze the complex interrelationships between design intent and cost, as well as the Owner's goals and construction practicalities. Value engineering professionals provide comprehensive services to assist the Owner in obtaining the maximum possible value for each dollar invested.

The Value Engineering process requires the buy-in of the entire design and construction teams and the Owner to be truly productive. We engage all the team members at various design phase milestones to offer opportunities to better the project's design performance.

D. Qualifications and Experience

We will question several long-held beliefs such as, “With the cost reduction of plenum-rated cables, is a ducted HVAC system the most cost-effective?” or “Is a ceiling in certain areas needed?”. Considering the advancements in finished concrete, a hardened polished concrete floor may be suitable where vinyl tile or carpeting has been the conventional choice. All possible areas to provide a suitable or improved alternative will be reviewed to render the best solutions for each project.

Supply Chain Mitigation

Events over the past several years have highlighted the vulnerability of the supply chain for many building-related elements that could affect availability and/or costs. ZHA continuously monitors material supplies and will work with the City and the design and construction teams to address potential delivery issues and make recommendations to avoid using supply-chain vulnerable elements. Considerations may include advancing the design and procurement of larger long lead-time systems while the design is progressing. This is an area where the type of project will dictate which supply chain items may need to be addressed.

Long-term Operational Cost

Another area of cost savings considers the long-term operational cost of the project once occupied. For many owners, the utility costs are a significant cost – often second only to salaries. ZHA will work with the City to minimize the “footprint” of each building using high-performance, ultra-low energy-use components where appropriate. This effort will be spearheaded by our Project Manager and our Design Review team lead, who are both LEED® Accredited Professionals.

We also consider the potential long-term savings of working with utility providers to ensure that proper and reasonable usage is identified. For instance, water usage is often assessed for both water and sewer, however, equipment usage may reduce the water returned as sewerage (e.g., through evaporation) and consequently reduce costs to the City of St. Cloud.

Focus on the Building Envelope

Significant attention to the integrity of the building envelope provides numerous opportunities to minimize the operational energy usage of the building as well as long-term maintenance costs. ZHA has worked with subconsultants specializing in building envelope integrity. These firms have a proven history of providing all aspects of roofing, waterproofing, and building envelope consulting services with an emphasis on systems and components designed to prevent moisture intrusion and unwanted air leakage, resist hurricane-force wind speeds, and provide thermal efficiency for commercial, institutional, industrial, and residential construction. We have found this attention to the building envelope from the beginning of design has significant long-term benefits.

Owner Direct Purchase

Another area of potential cost savings is an “Owner Direct Purchase” program. ZHA has successfully administered Owner Direct Purchase programs for a variety of governmental clients. The tax savings realized will be dependent upon the size of the project and the opportunities to purchase material directly. To maximize the savings, we will work closely with the City's procurement department to set the parameters and procedures for direct material purchases and assist the construction team in adhering to these parameters and procedures.



Addendum No. 1

To: All Prospective Bidders

From: Ricky Stayer – Procurement Analyst

Subject: RFP No. 2024-001 Project Management Services

Date: February 1, 2024

ATTENTION: ALL PROSPECTIVE BIDDERS ARE CAUTIONED NOT TO CONTACT ANY CITY OF ST. CLOUD ELECTED OFFICIALS, STAFF MEMBERS OR CONSULTANTS WORKING ON BEHALF OF THE CITY REGARDING THIS SOLICITATION FROM THE TIME OF ADVERTISEMENT THROUGH AND INCLUDING AWARD EXCEPT PRIOR TO THE DEADLINE FOR QUESTIONS.

This addendum includes the following:

- Answers to questions received prior to the deadline for questions which was January 26, 2024 at 5:00 PM
- Notice of Virtual Public Bid Opening

This information will be logged on to the Portal.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM THROUGH THE PORTAL

Questions asked prior to the deadline for questions at 5:00 pm January 26 2024:

1. Q: Good morning, is the city looking for bidders that can perform all of the minimum bidder qualifications, or multiple firms that can perform some or all of the requirements? We are an advisory firm specializing in construction contract compliance reviews in support of owners of large capital projects and think we could be of great service to the City of St. Cloud. Thank you.
A: The City is looking for multiple firms that can handle a variety of work relating to project management of public infrastructure. Buildings, Roadway, Trails, Etc. Government is responsible for many duties and having multiple firms with expertise would be a great asset.
2. Q: Could you provide information on the projects sizes and specify the types (new construction, renovation, addition)?
A: Project sizes would vary in size but would include and not limited to new construction, additions, renovations, roadway projects, etc. Projects will be dependent on community needs.
3. Q: Section 4.9 encourages the full and equitable participation of Minority and Women Business Enterprises (M/WBE), however is there a designation % for this award?
A: There is not a designation percent for this award.
4. Q: Is this a new contract or replacing an expiring contract. If expiring can we get a copy of the expiring contract?
A: This is a new contract.
5. Q: Are you currently in need of immediate project management services, or are you in the process of assembling a list of preferred vendors for projects that haven't yet been identified? If there are existing projects, could you provide more details on the scope of some of these projects? If not, do you have an estimate of when new projects might be identified? And the type of resources that would be needed.
A: We are in need of project management services as soon as possible. There are a series, Parks, Ballfields, Fire Stations, Roadway extensions, and Public Safety Complex buildings scheduled to commence in the coming months and years.
6. Q: The RFP does not include any details regarding the required price proposal. Is the City seeking an hourly rate schedule and, if so, will there be an option to include escalation for the agreed-upon term?
A: The City is seeking an hourly rate schedule on a task authorization basis. Escalation shall be requested ninety (90) days, in writing, prior to expiration date of Agreement.
7. Q: The scope of work provided does not itemize the projects covered by the proposal, therefore bidders cannot reasonably provide a "best estimate for compliance". Can the City provide the anticipated list of "various diverse construction and infrastructure projects" alluded to in the Introduction?
A: There are Parks, Ballfields, Community Centers, Fire Stations, Roadway extensions, and Public Safety Complex buildings scheduled to commence in the coming months and years.

8. Q: Please confirm uploaded proposal should only include items noted under 3.4 in the RFP and the pricing proposal should be uploaded as a separate document.
A: Each section should contain the corresponding requested documents.
9. Q: Would the City of St. Cloud, Florida, be interested in establishing a Project Management Office (PMO) and/or implementing a Project Management Framework to enhance project planning, coordination of activities, efficiency, and oversight for existing and upcoming projects?
A: Yes. As the City continues to grow, the City is preparing to build out its Capital Improvement Program Division.
10. Q: Item 7.4 (3.7.4 in pdf) is missing the form fields online for the Owner's Name, Address, and Ownership % - how should we submit?
A: This has been corrected.
11. Q: For uploaded proposal attachment, should we use numbering from proposal document or online portal (i.e., Proposal section in pdf is 3.4, 3.4A...and is 4.1, 4.2...in the portal)?
A: Numbering is the same on the document as it is on the online Portal. Please note the section header at the top of the page of the Portal is the first number, followed by the section number, and sub-section.
12. Q: Section 8.39 Period of Agreement states that the contract will be awarded based on optimal term. Please clarify what will be considered as an optimal term for this contract, 5 yrs contract or 3 yrs contract. If so, then can the contract term be awarded based in a 5 yrs contract for the key staff and the approval of staff augmentations be done based on task orders.
A: The term of the contract is for three years with the option for two one-year renewals.
13. Q: Section 8.7 states that pricing should include travel expenses such as lodging, mileage or etc. Please confirm if hourly rate schedule shall not include travel expenses. Travel expenses if needed can be submitted separately once the contract has been awarded.
A: Proposal pricing shall include any and all costs for lodging, mileage, meals, permits, license(s), insurance, fees, or any other cost. Unit prices shall be shown in the Bid/Proposal.
14. Q: In regards to the City of St. Cloud Request for Proposal, 2024-001, Project Management Services, we would like to submit the following questions in order to clarify the City's request for a Price Proposal (page 9, item 3.5: Price Proposal):
- Is the City looking for a Price Proposal in the current request for submittals, to be evaluated as part of the submittal? Or is the Price Proposal desired in a separate, sealed envelope, to be opened following the selection of the winning firms?
 - Would a Standard Rates sheet meet the requirement for a Price Proposal?
- A: Pricing will be opened with the proposal and evaluated at the same time. Please see updated language in Section 3.5. Please submit price proposal in the Portal.

15. Q: Can we get feedback related to the intent of the scope for the Project Management Services RFP? The SOW outlines that there is an as-needed basis. Is it possible to gain more insight into the nature of the intent of the as-needed RFP? Is there a Kanban board with a list of work that will be distributed to various vendors with various capacities? Does the city practice value streams and leverage the pool of resources accordingly? Is the city looking for a proposal to cover full-scale project management based on an hourly rate?

A: Please see addendum for a list of CIP's for the next five years.

16. Q: We are currently evaluating this bid and we have the following questions,

- Are we required to registered to do business with St Cloud to respond to this bid or just the Florida state registration will suffice?
- Are there any specific requirements of the city to have your company classified as MBE? We are classified by the Ohio Minority Supplier Development Council and Florida State Minority Supplier Development Council

A: Proposers are not required to be registered with the City prior to responding to this solicitation, only if awarded. However, proposer must be registered to do business in the state of Florida. The City encourages the full and equitable participation of Minority and Women Business Enterprises (M/WBE). In the procurement of services, however, there are no other specific requirements for certification at this time.

17. Q: The price proposal should be submitted based on rates only per position including inflation rate per year. Is there a specific format to be utilized?

A: The proposed fee shall include all fees anticipated during the performance of this RFP.

Public Notice of Bid Opening:

Procurement Department is inviting you to a scheduled Zoom meeting.

Topic: RFP No. 2024-001 Project Management Services Proposal Opening

Time: Feb 6, 2024 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/84859711984?pwd=jQIYADFF4KhxwNxuE67YeCrai0cFIV.1>

Meeting ID: 848 5971 1984

Passcode: 651809

One tap mobile

+13052241968,,84859711984# US

+13092053325,,84859711984# US

Dial by your location

• +1 305 224 1968 US

• +1 309 205 3325 US

• +1 312 626 6799 US (Chicago)

• +1 646 931 3860 US

• +1 929 205 6099 US (New York)

• +1 301 715 8592 US (Washington DC)

- +1 669 900 6833 US (San Jose)
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 669 444 9171 US

Meeting ID: 848 5971 1984

Find your local number: <https://us06web.zoom.us/j/kcAw7gBT02>

Initiatives	Desired Outcome	Project Phase	Initiative Updates	Start Date	Estimated Completion Date	Last Updated
Seaplane Base (CIP)	Continue the efforts to build a Sea Plane in East Lake Toho for Economic Development Purposes	Planning	No update this month: The Master Plan was approved by City Council. The City had an interview on 11/20/2023 with FDOT regarding grant appropriation as part of the legislative ask.	10/1/22	8/1/24	12/21/23
Training Building (CIP)	Create additional and update space that fosters continued and advanced education. Expected opening April 2024	Construction	The Building slab has been poured and is set, the structural components for the building are on site and being erected.	7/7/23	4/26/24	1/3/24
Fire Station 31 Remodel (CIP)	Update existing infrastructure to meet current staffing needs	Planning	Kitchen remodel has been completed. Next Phase is Gutters and Paint.	10/1/22	11/3/23	12/21/23
Fire Station 35 (CIP)	Establish a new Permanent Fire Station for added services	Design	No updates this month.	10/1/22	12/2/25	12/21/23
Fire Station 32 (CIP)	Establish a new permanent Fire Station for continued services	Design	No updates this month. Plans are currently at 100%, working with consultant on design of building.	10/1/22	12/4/25	12/21/23
Fire Station 36 (CIP)	Establish a new permanent Fire Station for continued services	Concept	New modular building is scheduled to go into production soon. Metal building will be getting installed soon.	1/25/26	12/1/26	12/21/23
Implement Chisholm Park Master Plan Phase (CIP)	Create a community destination that will encompass activities such as, trails, picnic areas, nature play, wildlife interaction possibilities and improve while maximizing parking	Design	No updates this month.	8/24/22	11/4/24	12/21/23
Civic Center Ballfield expansion project (CIP)	Add additional ballfields to maintain our high level of service with the growing needs of our community	Design	Will be putting out to bid again soon.	12/2/22	1/2/25	12/21/23
Rummell Road Trail (CIP)	Construct a missing segment of trail that will connect to a larger regional trail system in Kissimmee and Orange County. Connecting Lakefront Park to Chisholm Park within the City.	Planning	Plans are at 50% and drainage report has been given. Currently being reviewed by OEI to make adjustments.	8/24/22	7/26/24	12/21/23
The Ranch Master Plan (CIP)	Produce a long-term planning document that provides a conceptual layout to guide future growth and development	Design	Pre-Construction meeting with the City has taken place. The comments from the website and public workshop will be presented to the City Council during a workshop the first quarter of the year to get direction before developing the final plan. We are also working with the consultant to do a traffic analysis at the park entrances through the surrounding neighborhoods.	8/24/22	9/27/24	12/21/23
Hopkins Park Master Plan (CIP)	Produce a long-term planning document that provides a conceptual layout to guide future growth and development	Planning	No updates this month. The architectural design task authorization will be on the Council agenda for approval during the December Council meeting.	8/24/22	9/27/24	12/21/23
Soccer Complex expansion (CIP)	Add additional ballfields to maintain our high level of service with the growing needs of our community	Planning	No updates this month.	8/24/22	9/30/24	12/21/23
Public Safety Facility (Phase 1)	Complete spatial needs analysis, locate funding and complete design phase of new EOC, Communications and Training structures at new PD site (48 acres), Phase 1	Study	A consultant has been selected through the Procurement process to Master Plan the facility. Procurement is working on the contract.	10/1/22	9/26/25	12/21/23
Canoe Creek Road Widening (CIP)	Partnering with Osceola County, to expand the existing corridor from two to four lanes and enhance the existing corridor.	Planning	Coordinating with the FDOT regarding review of the Preliminary Engineering Report and planning consistency. Working with Osceola County on a funding plan for the design phase.	10/1/22	9/30/24	1/5/24
10th Street Complete Streets (CIP)	Partnering with Osceola County, to implement the 10th Street Complete Streets Planning Study completed by Metroplan Orlando.	Study	No update - Working on the grant agreement between the City and the US DOT. Once complete the bidding process will begin. Intending to have the grant agreement fully executed by the end first quarter of 2024.	10/1/22	6/30/25	1/5/24
Fire Station #33 Emergency Signal (CIP)	Installation of a traffic signal at Fire Station	Construction	Construction is set to begin in early January. Coordinating with contractor and procurement department to issue the Notice to Proceed.	10/1/21	3/31/24	1/5/24
Turnpike Widening/Nolte Road Interchange (CIP)	Widening Turnpike to 6 lanes and the installation of an interchange at the Nolte Road extension.	Design	No update: The design build contract for the improvements at the existing Kissimmee Park interchange will be released in March 2023. The design build contract for the interchange and widening will be released in September 2023. Coordinating with FDOT regarding a subordination agreement for easement along Nolte Road and Old Canoe Creek Road.	10/1/21	9/30/26	1/5/24
5th Street Alignment (CIP)	Evaluating the 5th Street corridor for traffic calming and/or additional stop signs.	Design	Final engineering report has been received and reviewed. Scheduling public workshop to discuss the recommendations of the report, tentatively in January 2024.	10/1/21	10/31/24	1/5/24
Michigan Avenue Pedestrian Project (CIP)	Pedestrian improvements along Michigan Avenue from 19th Street to 9th Street. MetroPLAN Orlando completed the study for this corridor in 2022.	Design	50% design plans were reviewed and comments sent to the engineering consultant. 60% plans to be submitted to the City by the end of January.	10/1/21	9/30/25	1/5/24
Creek Woods Drive Extension (CIP)	The construction of the Creek Woods Drive roadway extension. The new roadway shall extend from Canoe Creek Road to Old Canoe Creek Road.	Design	The design engineer has begun work on the roadway design. The traffic and survey sub-consultants have been released. Scheduling a preliminary design meeting for January.	10/1/21	9/30/26	1/5/24
17th Street Extension (CIP)	The construction of the 17th Street roadway extension. The new roadway shall extend from Crawford Avenue to Old Hickory Tree Road.	Design	Awaiting for the 60% design, scheduled for submittal to the City in March.	10/1/21	9/30/24	1/5/24

↑	Srgt. Graham & Neptune Road Signal (CIP)	Installation of traffic signal at the intersection of Srgt. Graham and Neptune Road.	Design	Construction of Neptune Road improvements to begin in Q1 2024. The City's portion of the construction funding (\$190,000) is currently funded in ST2202.	10/1/21	1/30/26	1/5/24
↑	Fertic Road (Michigan Avenue) (CIP)	Design, permitting, and construction of a two lane road west of Michigan Avenue.	Design	Reviewed and sent comments for the 90% design of the roadway. 100% construction plans will be submitted to the City by the end of January.	10/1/21	12/31/24	1/5/24
■	City Hall A/C Dampers (CIP)	Replace old dampers	Design	No update: Pre-construction meeting held in October. Lead time for materials is 3-4 months. Construction to begin in the first quarter of 2024. Submittals for the materials are being reviewed by the engineer of record.	10/1/21	9/30/23	1/10/24
↑	Nolte Road Crosswalks (CIP)	Installation of RFB Crosswalk signs at four intersections along Nolte Road in Stevens Plantation	Construction	Materials were delivered in December and construction to be completed in the 1st quarter of 2024.	10/1/21	1/31/24	1/5/24
↑	Lakeshore Boulevard Crosswalks (CIP)	Installation of RFB Crosswalk signs at four intersections identified by the Best Foot Forward Program along Lakeshore Boulevard.	Construction	Materials were delivered in December and construction to be completed in the 1st quarter of 2024.	10/1/21	1/31/24	1/5/24
■	Massachusetts Avenue Extension (CIP)	The construction of the Massachusetts Avenue roadway extension. The new roadway shall extend from US192 to the terminus in Sky Lakes.	Design	No update: Working with procurement on creating and bidding the PD&E study. Because of the RAISE grant timeline, the 10th Street PD&E study will be bid out prior to this study.	10/1/21	9/30/27	1/5/24
■	Updated Street Lights (CIP)	Investigating the upgrade to all street lights to a consistent standard. This is a citywide project.	Design	Meeting with OUC in mid-January to discuss the progress on the OUC street light shapefile and maps.	10/1/21	9/30/25	1/5/24
↑	New Cross Connection Roads (CIP)	Warrant analyses for traffic patterns/devices.	Planning	No updates: Continuing to coordinate with the County on updating the JPA ILA and SEATS model funding.	10/1/21	12/31/23	1/5/24
↑	Power Plant Petroleum Cleanup (CIP)	Removal of groundwater contamination at the power plant. OUC is acting as the Project Manager for these activities.	Testing	No update: OUC is preparing the bid package. Construction bidding process tentatively scheduled to begin at the end of 2023.	10/1/21	12/29/28	1/5/24
■	Espirit Stormwater Pond Improvements (CIP)	The City is proposing improvements to the stormwater system of the Esprit subdivision to make it more resilient to rain events. The City will apply for construction funding through the HMGP program so the improvements will need to have a positive cost-benefit ratio.	Design	Developed a phased approach to the improvements for Esprit. Moving forward with SFWMD permitting process for the first phase improvements. First phase design documents and permitting document to be provided in Q1 2024.	10/1/21	12/31/24	1/5/24

CAPITAL DEBT PROPOSAL

Proposed Projects Requiring Debt (2024 Issue Date)

Project	Estimated Date	Estimated Cost	Estimated Annual Debt Service
17th Street Ballfields	May-24	\$10,000,000	\$750,000
Fire Station 35 (Tohoqua)	Nov-24	\$10,000,000	\$750,000
Public Safety Complex - Phase I	Jan-25	\$35,000,000	\$2,625,000
Fire Station 36 (Roan Bridge)	Nov-25	\$12,000,000	\$900,000
Hopkins Park (Phase 1)	Jan-25	\$10,000,000	\$750,000
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL COST (EST)		\$77,000,000	\$5,775,000

Proposed Projects Requiring Debt (2027 Issue Date)

Project	Estimated Date	Estimated Cost	Estimated Annual Debt Service
Public Safety Complex - Phase II	Pending completion of Masterplar	\$45,000,000	\$3,375,000
Fire Station 37 (Center Lake)	Nov-27	\$12,000,000	\$900,000
Training Building Improvement	Nov-28	\$2,000,000	\$150,000
Fire Station 38 (Edgewater)	Nov-29	\$14,000,000	\$1,050,000
Fire Station 34 (Nora Tyson)	Nov-31	\$14,000,000	\$1,050,000
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL COST (EST)		\$87,000,000	\$6,525,000

TOTAL ESTIMATED ANNUAL DEBT SERVICE (2024 & 2027)	\$12,300,000
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Other Potential Projects Requiring Debt

Project	Estimated Date	Estimated Cost	Estimated Annual Debt Service
Police Substation - East	Pending OUC Discussions	\$5,000,000	\$375,000
Fire Admin Building	Nov-26	\$4,000,000	\$300,000
Chisholm Park (Phase 1)	Aug-24		\$0
Chisholm Park (Phase 2)	2026-2027		\$0
The Ranch Option 1		\$25,726,088	\$1,929,457
The Ranch Option 2		\$28,032,674	\$2,102,451
The Ranch Option 3		\$24,213,278	\$1,815,996
Fertic South Land Purchase		\$20,160,000	\$1,512,000
Lollis Property Land Purchase		\$6,700,000	\$502,500
Fire Logistics Building	Nov-30	\$2,000,000	\$150,000
Fire Station 39 (TBD)	Nov-32	\$14,000,000	\$1,050,000
			\$0

TOTAL COST (EST)

\$129,832,040

\$9,737,403

TOTAL COST (ALL PROJECTS)

\$293,832,040

TOTAL ANNUAL DEBT SERVICE (ALL PROJECTS)

\$22,037,403

**Fund 120 One Percent Surcharge
10 year Revenue History**

Fiscal Year	Revenue	% Increase
2013/2014	\$3,751,284	
2014/2015	\$4,061,571	8.3%
2015/2016	\$4,372,396	7.7%
2016/2017	\$4,607,045	5.4%
2017/2018	\$5,039,201	9.4%
2018/2019	\$5,258,431	4.4%
2019/2020	\$4,538,000	-13.7%
2020/2021	\$5,448,921	20.1%
2021/2022	\$7,310,379	34.2%
2022/2023	\$8,616,183	17.9%
Avg 10 year % Inc		10.4%

Fiscal Year	Projected Revenue	% Proposed Debt Service (2025-2027)	% Proposed Debt Service (2028-2045)
2023/2024	\$8,500,000	67.9%	
2024/2025	\$9,382,288	61.6%	
2025/2026	\$10,356,156	55.8%	
2026/2027	\$11,431,110	50.5%	
2027/2028	\$12,617,643		97.5%
2028/2029	\$13,927,336		88.3%
2029/2030	\$15,372,973		80.0%
2030/2031	\$16,968,666		72.5%
2031/2032	\$18,729,989		65.7%
2032/2033	\$20,674,135		59.5%
2033/2034	\$22,820,080		53.9%
2034/2035	\$25,188,772		48.8%
2036/2037	\$27,803,330		44.2%
2037/2038	\$30,689,276		40.1%
2028/2039	\$33,874,779		36.3%
2039/2040	\$37,390,932		32.9%
2040/2041	\$41,272,057		29.8%
2041/2042	\$45,556,037		27.0%
2042/2043	\$50,284,689		24.5%
2043/2044	\$55,504,167		22.2%
2044/2045	\$61,265,420		20.1%
2045/2046	\$67,624,682		18.2%



REQUEST FOR PROPOSAL

2024-001

PROJECT MANAGEMENT SERVICES

City of St. Cloud
1300 9th Street
St. Cloud, FL 34769

RELEASE DATE: January 7, 2024

DEADLINE FOR QUESTIONS: January 26, 2024

RESPONSE DEADLINE: February 6, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procorenow.com/portal/stcloud>

City of St. Cloud
REQUEST FOR PROPOSAL
Project Management Services

I. INTRODUCTION.....

II. DETAILED SCOPE OF SERVICES AND REQUIREMENTS

III. PROPOSAL CONTENT / FORMAT.....

IV. INSTRUCTIONS TO BIDDERS

V. EVALUATION CRITERIA.....

VI. Federal Requirements

VII. INSURANCE REQUIREMENTS.....

VIII. General Terms and Conditions

Attachments:

A - Sample Agreement

B - C-2 Acord Certificate of Insurance Sample

C - No Response Form

1. INTRODUCTION

1.1. Summary

A. **SCOPE OF SERVICES SUMMARY**

The City of St. Cloud, in accordance with Florida Statutes 287.055, is seeking to retain the services of multiple firms with qualifications, experience, and capabilities for Project Management Services on an “as needed” basis for various diverse construction and infrastructure projects for the City, as specified in the Detailed Scope of Services and Requirements Section of this Request for Proposal (RFP) document. The successful proposers shall prove by their qualifications, experience, and plan for the work, that they will best serve the overall needs of the City. The selection of the successful proposers shall be at the City’s discretion and shall be made in a prompt manner after receipt and evaluation of all responses. If you are interested in preparing a response to this RFP, please complete all the requirements set forth in this RFP document. Under the proposal process, the stipulations set forth herein are fully binding on the proposer to the extent that you confirm acceptance by your electronic signature on the Respondent’s Certification.

B. **PRE-RESPONSE CONFERENCE**

A pre-response conference is not required for this RFP.

C. **CONTRACT FOR SERVICES**

After selection of firms by the City, the firms will be required to execute an Agreement with the City.

D. **MINIMUM BIDDER QUALIFICATIONS**

In order for a Proposal to be considered by the City, Proposers shall demonstrate, in their proposals, compliance with the following minimum requirements:

- Firm must demonstrate qualifications and experience in providing professional Project Management services services.
- Firm licensed to do business in the State of Florida.
- Thorough knowledge of the principles and practices of planning, engineering disciplines and management related to construction.
- Ability to understand and manage complex architectural and engineering drawings and specifications related to complex projects.
- Thorough knowledge of all federal, state, and local regulatory requirements applicable to project planning, design, and construction. Ability to interpret pertinent laws and regulations and enforce compliance with project designs and schedules.
- Ability to inspect complex projects for conformance to contract documents.

- Thorough knowledge of construction management methods, standard construction practices, and construction contracts and agreements.
- Thorough knowledge of the principles of supervision, organization, and administration.
- Thorough knowledge of building materials, methods, and construction systems.
- Ability to establish and maintain effective working relationships with consultants, contractors, supervisors, and officials. Ability to plan, direct and coordinate the work of employees and contracts and consultants.
- Prior experience managing construction and infrastructure projects simultaneously in various phases of development.
- Ability to analyze bids and make recommendations for award of contracts.
- Ability to conduct meetings with consultants, contractors, and representatives of various agencies.
- Ability to express ideas clearly and concisely, both orally and in writing. Skill in the use of a personal computer and related software for report preparation.
- Thorough knowledge of the funding process in a municipal environment as related to budgeting, cost accounting, financial management.
- Ability to plan, implements, and coordinate technical and administrative programs.

E. FUND AVAILABILITY

Any Contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of St. Cloud abides by the provisions set forth in Florida Statutes relative to appropriations of funds. The ability of the successful Proposer to maintain a sense of fiscal responsibility and budgetary awareness shall be favorably considered in the ranking and award of a contract. This disclosure is being made to assist all Proposers in the gauging of their desire to participate in this Proposal and in the planning and preparation of their written response. The City reserves the right to negotiate all Proposer fees, costs, charges, for any proposed services or appurtenant requirement.

F. PERSONNEL

The work shall be performed and directed by the key personnel identified in the submittal from the awarded firm or individual in response to this RFP. The awarded firm or individual shall not subcontract, assign or transfer any work under the agreement without the prior written consent of the City. Subconsultants must be identified in the submittal and shall be subject to the approval of the City. Any changes in the identified personnel shall be subject to the prior review and approval of the City. When directed by the City, subconsultants personnel whose performance or behavior is determined to be unsatisfactory shall be immediately removed. The

Request For Proposal #2024-001
Title: Project Management Services

awarded firm or individual shall provide a sufficient number of qualified personnel as necessary to effectively carry out its responsibilities under the agreement.

1.2. [Background](#)

The City of St. Cloud is a community of approximately 64,000 residents, covering approximately 20 square miles in Osceola County, located in Central Florida. To obtain general information about the City of St. Cloud, access www.stcloudfl.gov.

1.3. [Contact Information](#)

Procurement Services

Procurement Services

1300 9th Street

Building A, 2nd Floor

St. Cloud, FL 34769

Email: purchasing@stcloudfl.gov

Phone: [\(407\) 957-7212](tel:(407)957-7212)

Department:

City Manager

Department Head:

Veronica Miller

Acting City Manager

1.4. [Timeline](#)

Release Project Date	January 7, 2024
Question Submission Deadline	January 26, 2024, 5:00pm
Proposal Submission Deadline	February 6, 2024, 2:00pm

2. DETAILED SCOPE OF SERVICES AND REQUIREMENTS

2.1. Scope of Work

The Project Manager will be responsible for ensuring projects are completed with the highest degree of functionality and quality at the lowest possible cost. However, the Project Manager will not replace the architect, construction manager and other consultants. The Project Manager will be responsible for monitoring progress on all aspects of the project in every phase. The scope of work includes, but is not limited, to:

- Manage the project as assigned, overseeing all aspects of implementation and coordination of project management including the planning and scheduling and coordination of activities; following procedures and setting priorities to meet established goals and objectives.
- Assist consultants in the development of projects; reviews consultant's plans and specifications at various stages of development for conformance to design standards, completeness, and accuracy; monitors consultant's cost estimates and verifies consultant's invoices and recommends payment.
- Review and proofread plans, specifications, codes, shop drawings, submittals, procedures, reports, memos, status reports, contractor's minimum days, delay days, change order days and all correspondence between the architect, engineer, testing agencies, and the contractor.
- Establish and maintain all files, submittals, daily reports, and contractor daily reports.
- Establish and maintain all consultants reports which include submittals, correspondence, pay requests, change orders, meeting minutes, supplemental instructions, sketches, Requests for Information (RFI), and all correspondence between the architect, engineer, testing agency, and the contractor.
- Establish guidelines for reviewing consultants' plans and specifications, and policies and procedures for processing consultants' pay applications.
- Conduct meetings with consultants, contractors, and City staff.
- Coordinate the process of contract development, bidding, and exchange of information, surveys, equipment, and services.
- Attend and write reports of meetings with consultants and City agency representatives; resolves conflicts between consultant and the City.
- Coordinate with procurement for the procurement of solicitations; assists in conducting pre-bid conferences.
- Conduct pre-construction meetings with consultants, contractors, and sub-contractors.

- Coordinate the delivery of all required documentation to the City to obtain a NTP (Notice to Proceed).
- Monitor progress of projects; reviews change orders and maintain records of contingency allowance and consultant's payments.
- Inspect projects for substantial completion and reviews punch list for any deficiencies; arranges for correction of defects by contractor during warranty period and conducts inspections at the end of the warranty period to ensure correction of defects.
- Monitor quality assurance, contract compliance and report discrepancies to the City and contractor.
- Regular meetings with internal and institutional stakeholders will be held to ensure that the new organizational structure and contracted services are meeting the needs of the City. Completion of projects will be communicated to city council, employees and to the public.
- Communications throughout the entire project will be required to ensure project continues to stay on budget and within desired timeframe. This should be done at a minimum of a weekly update or sooner as necessary to address issues or concerns.
- An overall project timeline will be necessary at the beginning of the project to show timelines and areas that will be impacted with the construction/renovation. This timeline shall be updated when timelines or areas of impact change from the original time line.
- Update plan of action to get the project back on track will be required if projected timeline changes.
- Walk-through of project on an as needed basis determined by the Project Manager to ensure project stays within desired timeframe.
- Provide the City with all necessary project closeout documentation and records of program activities, including all audit records.
- Ensure all warranty management related items have been satisfied.
- Notify appropriate agencies (FDOT, Osceola County, etc.) of project close, and provide agencies with all necessary/required documentation and final payments to fully closeout project.
- Convene a final program management closeout meeting with City staff; all project documents will be provided to the City during this meeting.

3. PROPOSAL CONTENT / FORMAT

In order to achieve a more consistent evaluation of all proposals, proposals shall be submitted in the following format and include the following information:

3.1. DBA*

*Response required

3.2. Authorized Representative Name/Title*

*Response required

3.3. Federal Employer Identification Number (FEIN)*

Verified in SunBiz

*Response required

3.4. PROPOSAL*

A. **TITLE PAGE**

1. The title page shall list the subject "RFP NO.2024-001 Project Management Services" It shall also contain the proposing firm's full legal name, physical address, mailing address (if different than physical address), telephone number and e-mail address, as well as the name, address, telephone and/or cell phone number, and e-mail address of a contact person.

B. **TABLE OF CONTENTS**

1. The table of contents shall list all major topics with their corresponding section title or heading and beginning page number.

C. **INTRODUCTORY LETTER**

1. Describe information about your Firm and explain why your Firm is best suited to meet the services for this RFP.

D. **QUALIFICATIONS AND EXPERIENCE**

1. All firms that submit a proposal shall meet, but not be limited to, the following minimum qualifications:
 - a. Familiarity and years of service to public agencies.
 - b. Indicate specifically the personnel who will have primary responsibility for this contract.
 - c. Organizational chart with team member resumes. The Respondent shall provide an organizational chart depicting the proposed project team and each team member's role on the project. The Respondent shall identify all subconsultants.
 - d. Professional staff (name, project role, business address, phone number and email address) including job skills, education (degree and specification), professional training,

total years of experience, years of experience with the current firm, professional registration, and other professional qualifications.

- e. Identify any subconsultants who are to participate in providing services. This must include their respective tasks or disciplines they are to perform and evidence of their qualifications (name, project role, business address, phone number and email address) including job skills, education (degree and specification), professional training, total years of experience, years of experience with the current firm, years of experience working with the respondent, percent of subconsultants business to be performed for prime and also include past relationships, professional registration, and other professional qualifications.
- f. Current and projected workload. Provide a list of your current and projected workload addressing the addition of the City as a client.
- g. Provide a statement as to whether the proposer has, in the last five years, been a party to a lawsuit of any kind related to, in any manner, the type of services requested in this RFP. If any such litigation exists, provide a statement as to legal style of the matter, the jurisdiction in which it was filed and the status.
- h. State that the business is licensed, permitted, and/or certified to do business in the State of Florida. All required federal, state, and local licenses and permits shall be kept in force during the term(s) of the contract. Copies of all required licenses are to be provided with Consultant's submittal.

E. PROJECT UNDERSTANDING AND PROPOSED APPROACH

1. Proposer shall include a proposed approach for providing the services outlined in the requested "Scope of Services" as understood by the Firm and the ability of the Firm to provide such resources.

F. SIMILAR PROJECTS

1. To demonstrate experience and success in conducting similar work, the proposer shall provide a minimum of five (5) similar contracts that best illustrates the proposed team's qualification for the scope of services indicated in this RFP. This shall include project name, project start and completion date, client name and contact information, project staff involved from the proposed project team as listed on the organization chart (to be included with submittal); and a detailed description of the project and its applicability to evaluation of this RFP. Do not include the City of St. Cloud as a reference.

*Response required

3.5. PRICE PROPOSAL*

*Response required

Request For Proposal #2024-001
Title: Project Management Services

3.6. ADDITIONAL DATA TO SUPPORT PROPOSAL*

Provide a copy of your current certificate of insurance. During the entire period of performance of any contract resulting from this solicitation, the successful Proposer shall procure and maintain the minimum insurance coverage required by the City of St. Cloud as stipulated in the Insurance Requirements Section. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the company by the Department of Insurance of the State of Florida to conduct business in the State of Florida, with a minimum A.M. Best rating of VII/A-. Proof of such insurance must be provided to the City prior to beginning contract performance.

*Response required

3.7. COMPLIANCE FORMS

3.7.1. *Respondent's Certification**

I have carefully examined the Invitation to Bid.

I hereby propose to furnish the services specified in the Solicitation. I agree that my submittal will remain firm for a period of at least 90 days in order to allow the City adequate time to award bid.

I certify that all information contained in this submittal is truthful. I further certify that I am duly authorized to provide this submittal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation tendering a submittal for the same service, that no officer, employee or agent of the City of St. Cloud or any other respondent is interested in said submittal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Please confirm

*Response required

3.7.2. *Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes**

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 misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.

Request For Proposal #2024-001
Title: Project Management Services

I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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 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, and partners. Shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations 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 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 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

Request For Proposal #2024-001
Title: Project Management Services

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.

Please confirm

*Response required

3.7.3. *Americans with Disabilities Act (ADA) Disability Nondiscrimination Statement**

I, being duly first sworn state: That the named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provision pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction. The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat327,42USC1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services: Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions. The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes: The Rehabilitation Act of 1973, 229 USC Section 794; The Federal Transit Act, as amended 49 USC Section 1612; The Fair Housing Act as amended 42USC Section 3601-3631

Please confirm

*Response required

3.7.4. *Business Entity Affidavit (Vendor/Bidder Disclosure)**

OWNERSHIP DISCLOSURE AFFIDAVIT

- A. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation’s stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name:

Address:

Ownership %:

The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows

Request For Proposal #2024-001
Title: Project Management Services

Please confirm

*Response required

3.7.5. *City of St. Cloud Drug Free Workplace Compliance Form**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall: (The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that does): (Name of Business)

- A. 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.
- B. Inform employees about the dangers of drug abuse in the workplace, the business's 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.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.
- D. 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 plea of guilty or nolo contendere to, any violation of Chapter 1893 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.
- E. 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.
- F. 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 confirm that this form complies fully with the above requirements.

Please confirm

*Response required

Request For Proposal #2024-001
Title: Project Management Services

3.7.6. No Lobbying Affidavit*

I confirm that I am an authorized representative, maker of the attached submittal made in response to a request for bid, proposals, qualifications and/or any other solicitation released by the City of St. Cloud, and swear that the bidder and any of its agents agrees to abide by the City of St. Cloud's no lobbying restrictions in regard to this solicitation

Please confirm

*Response required

3.7.7. Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge, that: 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. 3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The undersigned Contractor hereby certifies and attests to the accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Please confirm

*Response required

3.7.8. Vendor Certification of Scrutinized Companies Lists*

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S., or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or companies that are engaged in a boycott of Israel. As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the

Request For Proposal #2024-001
Title: Project Management Services

section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I confirm that I am authorized to sign on behalf of the referenced company and certify acknowledgement and acceptance that the above statement is true.

Please confirm

*Response required

*3.7.9. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85,668,682), Department of Health and Human Services (45 CFR Part 76).

I, the prospective bidder certify to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. Any exceptions provided will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the City will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Request For Proposal #2024-001
Title: Project Management Services

Please confirm

*Response required

3.7.10. *E-Verify Compliance Form**

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- A. All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of St. Cloud, Florida; and
- C. Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Please confirm

*Response required

Request For Proposal #2024-001
Title: Project Management Services

3.7.11. *Federal Requirements (If Applicable)*

Please review and confirm the acceptance of the Federal Requirements. [#Federal Requirements](#)

Please confirm

3.7.12. *General Terms and Conditions*

Please review and confirm the acceptance of the General Terms and Conditions.

Please confirm

3.8. Additional Documents

3.8.1. *PROPRIETARY INFORMATION*

4. INSTRUCTIONS TO BIDDERS

4.1. PUBLIC RECORD STATEMENT

By submitting a proposal to the City of St. Cloud, each Bidder acknowledges and understands that the City of St. Cloud is a public agency subject to Chapter 119 Florida Statutes (“Public Records Law”) and all responses are deemed a public record and open to public scrutiny. Any Proposal document the Bidder submits will be a public record when the City of St. Cloud provides notice of an intended decision or 30 days after opening the bids, proposals, or final replies, whichever is earlier. Trade Secrets, certain background financial information, and other items, may constitute exemptions to disclosure under the Public Records law. Bidder expressly understands records associated with this project are public records and agrees to comply with Florida’s Public Records Law, to include:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services contemplated herein.
- B. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this Florida’s Public Records law or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfers, at no cost, to the City, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
- E. **If Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor’s duty to provide public records relating to this contract, contractor shall contact the City’s custodian of public records at City Clerk’s Office, 1300 9th Street, St. Cloud, Florida 34769, telephone 407-957-7300, email cityclerk@stcloudfl.gov.**

4.2. ACKNOWLEDGEMENT

- A. Submission of a proposal shall constitute an acknowledgement by the Bidder and certifies that they have thoroughly examined and is familiar with the Request for Proposal. The failure or neglect of the Bidder to examine the RFP shall in no way relieve him/her of any obligations with respect to either his/her proposal or the RFP. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the Request for Proposal.

Request For Proposal #2024-001
Title: Project Management Services

- B. The selected Bidder shall comply with all Federal and State requirements, to include 2 Code of Federal Regulations (CFR) Part 200, Uniform Guidance, listed in Attachment 'B', and any subsequent revisions and updates.
- C. All proposals must be signed with the firm's name and by an authorized signer of the firm. Obligations assumed by such signature must be fulfilled.
- D. Alternate proposals will not be considered unless they are specifically called for in this solicitation.
- E. From the issue date of this solicitation packet until a selection decision is made, no unauthorized contact related to this solicitation will be allowed between a Bidder, their employees or subcontractors and any elected or appointed officials, City Manager or any City staff, with the exception of the Procurement Services Department. Any unauthorized contact will disqualify the Bidder from further consideration.
- F. Any protest shall be in accordance with St. Cloud Procurement Policy.
- G. The selected Bidder agrees to provide, within ten (10) calendar days from the notice of award, insurance requirements in accordance to the requirements in the terms and conditions specified in section 1.7. All policies shall be subject to approval by the City of St. Cloud, and issued by companies authorized by the State of Florida's Department of Insurance to conduct business in the State of Florida.
- H. The selected Bidder agrees that it and its subcontractors have a Drug-Free Workplace Program that complies with Florida §§ 287.087. Refer to required forms.
- I. The selected Bidder shall submit only one proposal/bid in response to this solicitation packet, and shall have no financial interest in other entities submitted proposals/bid responses for the same solicitation packet.
- J. Neither the selected Bidder, nor its affiliates, nor anyone associated with them shall have any potential conflict interest due to any other clients, contracts, business relationships or property interests for this solicitation packet's scope of work.
- K. No member of the selected Bidder's ownership, management, or staff shall have a vested interest in any of the City, nor any business or other relationship with any of the City's employees, officers, directors, or elected officials that create a conflict of interest or the appearance of a conflict of interest. All Bidders/Proposers must disclose with their Bid/ Proposal the name of any officer, director, or agent, who is also an employee of the City. Further, all Bidders/Proposers must disclose the name of any City employee who owns, directly or indirectly, any interest in the Bidder's/Proposer's firm or any of its branches. The Award hereunder is subject to provisions of State Statutes and City Ordinance.

Request For Proposal #2024-001
Title: Project Management Services

- L. No member of the selected Bidder's ownership or management is presently applying for an employee position or actively seeking an appointment with the City.
- M. The selected Bidder, or authorized signatory, shall provide written notice to the City in the event that a conflict of interest is identified at any time.

4.3. REQUEST FOR ADDITIONAL INFORMATION

The respondent shall furnish such additional information as the City of St. Cloud may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The City reserves the right to make investigations of the qualifications of the respondent as it deems appropriate, including but not limited to, a background investigation.

4.4. ECONOMY OF PREPARATION

Submittals should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to fulfill the requirements.

4.5. PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Record Law) and except as may be provided by other applicable State and Federal Law, all respondents should be aware that the Request for Proposal and the responses are in the public domain. However, the respondents are requested to identify specifically any information contained in their submittals which they consider confidential and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All proposals received from respondents in response to this Request for Proposal will become the property of the City of St. Cloud and will not be returned to the respondents. In the event of award, all documentation produced as part of the contract will become the exclusive property of the City, unless otherwise specified in the contract.

4.6. STATEMENT OF NO RESPONSE

The City of St. Cloud Procurement Services Department is committed to continuously improving its processes to receive maximum participation from the industry/market. The City is requesting that firms and individuals, who do not wish to bid on this RFP, complete the No Response Form under [#ATTACHMENTS](#) and send to purchasing@stcloudfl.gov briefly explaining their "no response" decision. This will help to improve the solicitation process and any future communications.

4.7. GENERAL INFORMATION

Bidders shall prepare Proposals in accordance with the requirements of these Instructions to Bidders. Not preparing a Proposal, in accordance with such instructions, implies that the Bidder does not intend to comply with all the proposed contract conditions. Such proposals will be considered irregular and may be rejected.

The City of St. Cloud will receive Proposals through the City's e-Procurement Portal <https://procurement.opengov.com/portal/stcloud> ("Portal") for goods, equipment, materials, and related services set forth in the included specifications and documents.

A. COMMON TERMS

The City of St. Cloud and Bidders (the parties) agree that the following phrases each shall have the meaning provided here and may be used interchangeably:

1. "Bidder(s)", "Supplier(s)", and "Proposer(s)" shall mean the organization, party, person, firm, company, corporation, partnership, joint venture, or other type of entity responding to this solicitation.
2. "Solicitation" shall mean, "Request for Proposal(s)", "RFP", "Request for Qualifications", "RFQ", "Request for Quote", "QUO", "Invitation to Bid", "ITB", "Solicitation Package" or, "Solicitation Packet", to which the Bidder is responding.
3. "Bid(s)", "Proposal(s)", "Submittal(s)" or "Quote(s)" shall mean the documents formally submitted to the City of St. Cloud by each of the Bidders responding to this solicitation packet.

B. SUBMITTAL

Bidders shall submit Proposals in accordance with the instructions and schedule included in the solicitation containing these specifications and documents.

C. ALTERNATE BIDS

Alternate bids will not be considered unless they are specifically called for in this solicitation.

D. WITHDRAWAL

Bidders may withdraw, alter, and resubmit their Proposals electronically through the Portal at any time prior to the Proposal due date and time. Proposals may not be withdrawn, altered, or resubmitted after the Proposal due date and time. The City of St. Cloud may request clarifications and additional information after proposal submission.

4.8. ELECTRONIC SUBMITTAL OF THE PROPOSAL

To ensure correct Proposal formatting, Bidders shall:

- A. Submit Proposals electronically through the Portal.
- B. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf).
- C. Enable printing on files submitted. \Clearly identify the RFP Number, Name, Submission Date, and Bidder Name on the Response Cover Page.
- D. Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.

Request For Proposal #2024-001
Title: Project Management Services

- E. Contact technical support using the real-time chat bubble located in the lower right-hand corner of the Portal, or at procurement-support@opengov.com, if technical difficulties arise during bid submission.
- F. Follow all instructions outlined in this RFP and provide all requested information.

4.9. MINORITY/WOMEN BUSINESS ENTERPRISES (M/WBE)

The City of St. Cloud encourages the full and equitable participation of Minority and Women Business Enterprises (M/WBE) in the procurement of services.

As part of the Proposal, please indicate the percentage of bid amount to be subcontracted with M/WBE subcontractors during the activities outlined in this RFP. Describe the Bidder's plan for utilizing small business, minority, and/or disadvantaged entrepreneurs, and local participation in pre-qualifying vendors and subcontractors, if such a plan exists.

4.10. PROPOSAL PREPARATION COSTS

The City of St. Cloud shall not compensate any bidder for preparation of responses to this invitation to bid.

4.11. CLARIFICATIONS

If a prospective Bidder has doubt as to the true meaning of any part of the solicitation, they may submit a question via the Portal through the Questions and Answers Tab unless the deadline for questions has passed, in which case requests for interpretations shall be sent to purchasing@stcloudfl.gov verbal requests will not be accepted. The Bidder should reference the Solicitation Package page number and section heading on any clarification requests.

Failure of the Bidder to request information or make inquiries will not relieve them of any responsibility to perform under the terms of any contract awarded for the work in accordance with subsequent clarifications.

The City of St. Cloud shall issue an addendum to all Bidders, via the Portal, following the deadline for questions.

4.12. LOCAL CONDITIONS

Each Bidder shall have thorough knowledge of conditions, factors, and scope of work, which would affect the execution and completion of the requested work. If required, site visits may be held the day of the Pre-Response Conference.

Bidders shall investigate properly and consider all such factors in the preparation of every Proposal submitted. The City of St. Cloud shall not permit claims for financial adjustment based on the lack of prior information or its effect on the cost of the work.

4.13. SOLICITATION OPENING

The City of St. Cloud shall open Proposals electronically via the Portal on the RFP Due date.

Request For Proposal #2024-001
Title: Project Management Services

4.14. SOLICITATION SCHEDULE

The City of St. Cloud shall adhere to the stated schedule during the solicitation process, unless a change notice is issued to the Bidders via a written addendum. The City of St. Cloud reserves the right to postpone the date and time announced for the opening of proposals at any time.

4.15. PROPOSAL ACCEPTANCE AND REJECTION

The City of St. Cloud reserves the right to accept or reject any and/or all Bids/Proposals, with or without cause, when in the best interest of the City. The City also reserves the right to withdraw all or part of this request at any time in order to protect the City's interest. The City reserves the right to reject any proposal found to be non-responsive, vague, non-conforming, or irresponsible. The City of St. Cloud reserves the right to make such investigation as it deems necessary to make this determination. Additional information shall be provided by the Vendor if requested by the City. Such information may include, but shall not be limited to, current financial statements, verification of availability of equipment and personnel, and past performance goals. The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive irregularities in the procedure if, in the City's judgment, it will best serve the City's interests. The desire of the City of St. Cloud to pursue proposals shall in no way obligate the City to execute a contract with proposer(s).

4.16. CANCELTION

Prior to the final execution of a Contract or full Notice to Proceed, the City of St. Cloud reserves the right to rescind said award without prior notice to Bidders. In addition, the City of St. Cloud may reject all Proposals, reissue the solicitation packet, or re-award the contract.

4.17. CONTRACT AND EXECUTION

"Contract" shall mean the solicitation documents as defined and listed herein, advertisement, instructions to bidders, bid form, bid bond, contract agreement, payment and performance bonds, general and special conditions, and specifications, together with all addenda and supplemental agreements. The selected Bidder shall execute the necessary contractual forms, and return the executed forms within ten (10) business days of receipt of forms for execution.

4.18. AWARD

The City of St. Cloud Procurement Services Department will present the selected firm to the City Council for approval or rejection of all or some categories of submittals within ninety (90) calendar days from the date of opening of submittals.

4.19. TAXES, PERMITS, AND LICENSES

The Bidder's attention is directed to the General Terms and Conditions and the Florida Statutes regarding taxes, permits, and licenses. It shall be the Bidder's responsibility to determine the applicable taxes, permits, and licenses. If the Bidder has doubt as to whether or not a tax, permit, or license is applicable, they shall state in their proposal whether this item has been included in their proposal price and the amount of the applicable tax, permit, or license in question.

Request For Proposal #2024-001
Title: Project Management Services

4.20. ERRORS AND OMISSIONS

Bidders or their authorized representatives are expected to be fully informed as to their conditions, requirements and specifications before submitting proposals; failure to do so will be at the Bidder's own risk. In case of error of extension of prices in the proposal, the unit price shall govern.

5. EVALUATION CRITERIA

The City of St. Cloud shall evaluate the Proposal based on the information provided by each of the Bidders. The City of St. Cloud will establish an Evaluation Committee consisting of a minimum of three (3) members to evaluate and rank all responsive proposals utilizing the following evaluation scoring system with the highest possible score being 100 points.

The evaluation factors used for scoring and determining rankings are listed below. Interviews of proposers will only be conducted if the Evaluation Committee is unable to make a determination after evaluation of the proposals. The City reserves the right to forego the interview process if the Evaluation Committee feels that adequate rankings have been provided by the initial review and evaluation of proposals.

Each Bidder acknowledges that the City of St. Cloud shall evaluate all Proposals and may initiate clarification discussions or seek additional information from all or some of the Bidders to fully understand any unclear elements of their proposals.

The City of St. Cloud reserves the right to consider historic information and facts, whether gained from the Bidder’s Proposal, pre-proposal conference, references, and/or other sources during evaluation process. The City of St. Cloud may conduct such investigations to assist with the evaluation of any Proposal. The investigation also serves to establish the Bidders’, subcontractors’, and other related entities’ responsibility, qualifications, and financial ability to fulfill the Proposal requirements to the City’s satisfaction, within the prescribed time.

The Bidder solely is responsible to submit information related to the evaluation categories. The City of St. Cloud is under no obligation to solicit such information. Failure of the Bidder to submit information may cause an adverse impact on the Proposal’s evaluation.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Qualifications	Points Based	40 <i>(40% of Total)</i>
2.	Project Understanding and Proposed Approach	Points Based	30 <i>(30% of Total)</i>
3.	Similar Projects	Points Based	30 <i>(30% of Total)</i>

6. Federal Requirements

6.1. 2 CFR. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

The Contractor shall comply with the Federal requirements per 2 Code of Federal Regulations (CFR) Part 200 Super Circular, titled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", effective December 26, 2014, and any subsequent revisions and updates to 2 CFR. Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".

6.2. Federal Equal Opportunity Employer Requirement

- A. The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all subcontractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.
- B. During the performance of this contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - 3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs a) through f) in every subcontract or Purchase Order (PO) 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, as amended by Executive Order 11375, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or PO as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

6.3. Compliance of Reporting Requirements

The Contractor hereby acknowledges that the City has the responsibility for providing required reporting, including financial information, program progress, and real property status, in accordance with 2 CFR. § 200.327, 2 CFR. § 200.328, and 2 CFR. § 200.329 on frequencies established by the Federal awarding agency.

6.4. Access to Records

The following access to records requirements apply to this contract in respect to federal financial assistance awards:

- A. The CONTRACTOR agrees to provide the City, the State of Florida, the Federal grantor agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- B. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The CONTRACTOR agrees to provide the Federal grantor agency administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

6.5. Retention of Records

- A. The City shall retain all records related to this project for three (3) years from the date of final expenditure report for projects funded by the FEMA PA program.
- B. The Contractor shall retain all records related to this Agreement for three (3) years after termination of this contract.

6.6. Compliance with the Contract Work Hours and Safety Standards Act

- A. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth under 2 CFR. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth under 2 CFR. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in the sum of \$10 for each Day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth under 2 CFR. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may

be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth under Federal Equal Opportunity Employer Requirement.

- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 3 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through C of this section.

6.7. Rights to Inventions Made Under a Contract Agreement (If Applicable)

Standard. If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

6.8. Clean Air Act and The Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6.9. Suspension and Debarment

- A. This contract is a covered transaction for purposes of 2 CFR. Part 180 and 2 CFR. Part 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR. § 180.995), or its affiliates (defined at 2 CFR. § 180.905) are excluded (defined at 2 CFR. § 180.940) or disqualified (defined at 2 CFR. § 180.935).
- B. The Contractor must comply with 2 CFR. Part 180, subpart C and 2 CFR. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the City of St. Cloud. If it is later determined that the Contractor did not comply with 2 CFR. Part 180, subpart C and 2 CFR.

Part 3000, subpart C, in addition to remedies available to the Florida Department of Emergency Management (recipient) and the City of St. Cloud (sub-recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- D. The Proposer agrees to comply with the requirements of 2 CFR. Part 180, subpart C and 2 CFR. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6.10. Byrd Anti-Lobbying Amendment, 31 U.S. C. § 1352 (As Amended)

- A. Contractors who apply or propose for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- B. Federal Form 'C.1' titled "44 CFR. Part 18 – Certification Regarding Lobbying" is hereby attached and made a binding part hereof.

6.11. Procurement of Recovered Materials

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:
1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- B. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

6.12. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications

Request For Proposal #2024-001
Title: Project Management Services

Equipment or Services (Interim), as used in this clause —

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing —

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

6.13. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

6.14. Department of Homeland Security (DHS) Seal, Logo and Flags

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific pre-approval from the appropriate Federal agency.

Request For Proposal #2024-001
Title: Project Management Services

6.15. Compliance with Federal Law, Regulations and Executive Orders

This is an acknowledgement that Federal and state financial assistance may be used to fund payment for services provided under this contract. The Contractor will comply with all applicable federal law, regulations, executive orders, as well as policies, procedures and directives of the respective funding Federal grantor agency.

6.16. No Obligation by the Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the contract.

6.17. Fraud and False or Fraudulent or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

6.18. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

6.19. Copyright and Data Rights

The Contractor grants to the City of St. Cloud a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify 75 See 17 U.S.C. § 102. Contract Provisions Guide 35 such data and grant to the City of St. Cloud or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of St. Cloud data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of St. Cloud.

6.20. Compliance with the "Davis-Bacon Act"

- A. In accordance with the requirements of the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction) as amended), all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act. CONTRACTORS are required to pay wages to laborers and mechanics at a rate not

less that the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTORS must pay wages not less than once a week.

- B. The CITY shall report all suspected or reported violations to the appropriate Federal agency in accordance with 2 C.F.R. Part 200, Appendix II, ¶ D

6.21. Compliance with the Copeland “Anti-Kickback Act”

- A. The CONTRACTOR hereby agrees to comply with the Copeland “Anti-Kickback” Act (40 U.S. C. 3145), as supplemented by the Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- B. Each CONTRACTOR or SUBCONTRACTOR are hereby prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- C. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- D. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR and subcontractor as provided in 29 C.F.R. § 5.12.
- E. The CITY shall report all suspected or reported violations to the appropriate Federal agency in accordance with 2 C.F.R. Part 200, Appendix II, ¶ D

6.22. Hatch Act

The CONTRACTOR shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

Request For Proposal #2024-001
Title: Project Management Services

7. INSURANCE REQUIREMENTS

Please have your insurance agent fax or e-mail an acceptable Certificate of Liability Insurance (in Word or PDF format) no later than **30 DAYS PRIOR TO THE PROJECT START DATE** to:

City of St. Cloud
Attention: Procurement Services Department
1300 9th Street, Building A, 2nd Floor
St. Cloud, Florida 34769
E-mail: purchasing@stcloudfl.gov

The certificate of liability insurance must reflect the following:

Insurers Must have an A.M. Best Financial Strength Rating of A- or better and Financial Strength Category of VII or better. Proof of the insurer's rating and category size must accompany the certificate of liability insurance.

General Liability*

Required for all contractors and vendors.

- \$1,000,000 Each Occurrence
- \$50,000 Fire Damage (Any one fire)
- \$0 Medical Expenses (Any one person)
- \$1,000,000 Personal and Advertisement Injury
- \$2,000,000 General Aggregate
- 1,000,000 Products – Comp/Op Aggregate

Auto Liability*

Required if vendor vehicle will be on City property.

- \$1,000,000 Combined Single Limit
(required when vehicle is used to perform contracted work)
- \$500,000 Combined Single Limit
(required for all other contractors/vendors for vehicle driven to/from worksite)

Garage and Garage Keepers Liability*

Required if a city vehicle is being repaired at your facility.

- \$1,000,000 Each Occurrence

Excess Liability*

Required when specified by contract.

Request For Proposal #2024-001
Title: Project Management Services

- \$2,000,000

Worker's Compensation*

Required if two or more employees are employed. WC Statutory limits must be marked.

Other (as applicable)*

- Liquor Liability (Hold harmless agreement and authorization by the City Council): \$1,000,000 minimum
- Builder's Risk Insurance: Completed project amount
- Environmental/Pollution Liability Insurance: \$1,000,000 minimum
- Professional Liability: \$1,000,000 minimum
- Other: Project specific

Description of Operations

The City of St. Cloud must be listed as an Additional Insured. The project name and dates (both begin and end dates) must be included.

Certificate Holder Should be listed as follows:

City of St. Cloud
Attention: Procurement Services Department
1300 9th Street, Building A, 2nd Floor
St. Cloud, Florida 34769

A sample of the certificate of liability insurance is attached in the [#ATTACHMENTS](#) section.

**The City of St. Cloud reserves the right to require increased limits of coverage. Refer to the bid specifications for details.*

8. General Terms and Conditions

As applicable, the following provisions apply to the Bidder/Proposer or any Consultant or subconsultant engaged to perform any aspect of the negotiated scope of work.

8.1. SUBMISSION OF BID/PROPOSALS:

Bidders shall submit Proposals in accordance with the instructions and schedule included in the solicitation containing these specifications and documents.

8.2. EXECUTION OF BID/PROPOSAL:

Bid/Proposal must contain a manual signature of authorized representative in the space(s) provided. Bid/Proposal must be typed or printed in black ink. Use of erasable ink is not permitted. All corrections made by Bidder/Proposer to any Bid/Proposal entry must be initialed. The company name shall appear in the space(s) provided.

8.3. BID/PROPOSAL OPENING:

Bid/Proposal opening shall be public on the date and time specified. Bid/Proposal must be submitted on forms provided by the City. No other forms will be accepted. Telephone and fax Bids/Proposals will not be considered. Bid/Proposal may not be modified after opening. Bid/Proposal may not be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

8.4. DELIVERY REQUIREMENTS:

Any Bids/Proposals received after stated time and date will not be considered. It shall be the sole responsibility of the Bidder/Proposer to have their Bid/Proposal delivered to Procurement Services, City of St. Cloud for receipt on or before the stated time and date. If a Bid/Proposal is sent by U.S. Mail, the Bidder/Proposer shall be responsible for the timely delivery to the Procurement Services office. Bids/Proposals delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for its return at the bidder's expense.

8.5. BID/PROPOSAL TABULATION:

Bidder/Proposer wishing to receive a copy of the Bid/Proposal tabulations is required to enclose a stamped, self-addressed envelope with Bid/Proposal response or a valid Fax number or Email address to which the Bid/Proposal Tabulation may be sent electronically.

8.6. CLARIFICATION/CORRECTION OF BID/PROPOSAL ENTRY:

The City of St. Cloud reserves the right to allow for the clarification of questionable entries and for the withdrawal of obvious mistakes. Each Bidder/Proposer shall examine all Bid/Proposal submittal documents and shall judge all matters relating to the adequacy and accuracy of such documents. All inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the Bid/Proposal shall be made in writing to Procurement Services via e-mail to purchasing@stcloudfl.gov. The City of St. Cloud shall not be responsible for oral interpretations given by any City of St. Cloud employee, representative, or others. The issuance of a written Addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any

Request For Proposal #2024-001
Title: Project Management Services

addenda are issued to this Bid/Proposal, the City of St. Cloud will attempt to notify all plan holders. It will be the responsibility of the Bidder/Proposer to contact Procurement Services prior to submitting a Bid/Proposal to ascertain if any addenda have been issued, to obtain such addenda, and to return executed addenda with their Bid/Proposal.

8.7. PRICING:

Firm prices shall be bid and include all packing, handling, shipping charges, and delivery to any point within the City of St. Cloud, to a secure area or inside delivery, F.O.B. DESTINATION. Pricing shall also include any and all costs for lodging, mileage, meals, permits, license(s), insurance, fees, or any other cost. Unit prices shall be shown in the Bid/Proposal. The obligations of City of St. Cloud under this Award are subject to the availability of funds lawfully appropriated for its purpose.

8.8. TAXES:

The City of St. Cloud is exempt from Federal Excise Taxes and Sales Taxes. Tax exemption certification 85-8012621679C-5 available upon request.

8.9. DISCOUNTS:

Discounted Payment Terms shall not be considered in determining the lowest net cost for the Bid/Proposal evaluation purposes.

8.10. BRAND NAME OR EQUAL:

If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids/Proposals offering "equal" products, when allowed, will be considered for Award if such products are clearly identified in the Bid/Proposal and are determined by the City to meet fully the salient characteristics requirements listed in the specifications. Highly technical or specialized equipment or commodities are to be performance equal and, therefore, must be pre-approved. Unless the Bidder/Proposer clearly indicates in his/her Bid/Proposal that he/she is offering an "equal" product, the Bid/Proposal shall be considered as offering the same brand name product referenced in the specifications. If the Bidder/Proposer proposes to furnish an "equal" product, when allowed, the brand name, if any, of the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of Bids/Proposals and the determination as to equality of the product offered shall be the responsibility of the City and will be based on information furnished by the Bidder/Proposer. Procurement Services is not responsible for locating or securing any information, which is not identified in the Bid/Proposal and reasonably available to Procurement Services. To ensure that sufficient information is available, the Bidder/Proposer shall furnish, as a part of the Bid/Proposal, all descriptive material necessary for Procurement Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Bidder/Proposer proposes to furnish and what the City of St. Cloud would be binding itself to purchase by making an Award.

8.11. ADDITIONAL TERMS & CONDITIONS:

The City of St. Cloud reserves the right to accept or reject any and/or all Bids/Proposals, to waive irregularities and technicalities, and to request re-submission. Also, the City of St. Cloud reserves the right to accept all or any part of the Bid/Proposal. Any sole response received on the original bid submittal date may or may not be rejected by the City of St. Cloud depending on available competition and timely needs of the City of St. Cloud. The Vendor shall have the capability in all respects to perform fully the Contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capability, facilities, equipment, and credit, which will assure good faith performance to be a responsible Vendor. The City of St. Cloud reserves the right to make such investigation as it deems necessary to make this determination. Additional information shall be provided by the Vendor if requested by the City. Such information may include, but shall not be limited to, current financial statements; verification of availability of equipment and personnel, and past performance goals.

8.12. SILENCE OF SPECIFICATIONS:

The apparent silence of the specifications, and any supplemental specifications, as to any details, or the omission from same, of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement.

8.13. PATENTS AND ROYALTIES:

The Bidder/Proposer, without exception, shall indemnify and save harmless the City of St. Cloud and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or un-patented invention, process, or article, manufactured or used in the performance of the Contract, including its use by the City of St. Cloud. If the Bidder/Proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid/Proposal prices shall include all royalties or costs arising from the use of such design, device, or materials involved in the work.

8.14. UNIFORM COMMERCIAL CODE:

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for Contractual obligations between the Awarded Vendor/Contractor and the City of St. Cloud for any terms and conditions not specifically stated in this Bid/Proposal.

8.15. EEO STATEMENT:

The City of St. Cloud is committed to assuring equal opportunity in the Award of Contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, handicap, age, and gender. The City of St. Cloud recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority-owned and women-owned business enterprises. All Bidders/Proposers are asked to make an affirmative statement as to their support of all applicable equal opportunity/affirmative action requirements. A copy of the City's Employment Opportunity policy is available upon request.

Request For Proposal #2024-001
Title: Project Management Services

8.16. SAFETY WARRANTY:

The selling dealer, distributor, supplier, contractor, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified, and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

8.17. WARRANTY:

The Bidder/Proposer agrees that, unless otherwise specified, the supplies and/or services furnished under this Bid/Proposal shall be covered by the most favorable commercial warranty the Bidder/Proposer gives to any customer for comparable quantities of such supplies and/or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of St. Cloud by any other provision of this Bid/Proposal

8.18. AWARDS:

As the best interest of the City may require, the right is reserved to make Award(s) by individual item, group of items, all or none, or a combination thereof, on a geographical basis and/or on a countywide basis, to reject any and all Bids/Proposals, or waive any minor irregularity or technicality in Bids/Proposals received. Bidders/Proposers are cautioned to make no assumptions unless their Bid/Proposal has been evaluated as being responsive. All Awards made as a result of this Bid/Proposal shall conform to applicable ordinances of the City of St. Cloud. The City may return, for full credit, any unused items received which fail to meet the City's performance standards. City of St. Cloud reserves the right to cancel an Awarded Bid/Proposal upon due cause, i.e. vendor misrepresentation, vendor negligence, non-performance, etc., via written notice. The vendor will be responsible WAIVER: The City reserves the right to reject any Bid/Proposal, or part thereof, or to accept any Bid/Proposal that it deems in its best interest. Further, the City reserves the right to waive informalities.

8.19. CONFLICT OF INTEREST:

The Award hereunder is subject to provisions of State Statutes and City Ordinance. All Bidders/Proposers must disclose with their Bid/Proposal the name of any officer, director, or agent, who is also an employee of the City. Further, all Bidders/Proposers must disclose the name of any City employee who owns, directly or indirectly, any interest in the Bidder's/Proposer's firm or any of its branches.

8.20. WAIVER:

The City reserves the right to reject any Bid/Proposal, or part thereof, or to accept any Bid/Proposal that it deems in its best interest. Further, the City reserves the right to waive informalities.

8.21. FUND AVAILABILITY:

Any Contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of St. Cloud abides by the provisions set forth in Florida Statutes relative to appropriations of funds. The ability of the successful Bidder/Proposer to maintain a sense of fiscal responsibility and budgetary awareness shall be favorably considered in the ranking and award of a contract. This disclosure is being made to assist all Bidders/Proposers in the gauging of their desire to

Request For Proposal #2024-001
Title: Project Management Services

participate in this Bid/Proposal and in planning and preparation of their written response. The City reserves the right to negotiate all Bidder/Proposer fees, costs, charges, etc., for any proposed service or appurtenant requirement.

8.22. PAYMENTS:

Payments shall be made pursuant to Florida Statute Section 218.70, the Prompt Payment Act, and all City Policies promulgated thereby.

8.23. GOVERNING LAWS:

Any contractual arrangement between the City of St. Cloud and the Bidder/Proposer shall be consistent with, and be governed by, the ordinances of the City of St. Cloud, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules, and regulation. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Osceola County, Florida.

8.24. STATEMENT OF INTEREST:

All Bidders/Proposers must disclose with their offer the name of any corporate officer, director, or agenda who is also an officer or employee of the City of St. Cloud. Further, all Bidders/Proposers must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's/Proposer's firm or any of its branches, subsidiaries, or partnerships.

8.25. CHANGES:

The City of St. Cloud reserves the right to order, in writing, changes in the work/services within the scope of the Contract, such as changes in quantity or delivery schedule. The successful Bidder/Proposer has the right to request an equitable price adjustment in cases where modifications to the Contract under the authority of this clause result in increased costs to the Contractor.

8.26. BID/PROPOSAL AS PUBLIC DOMAIN:

All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of Chapter 119, Florida Statutes. The Bid/Proposal will become part of the public domain upon opening. Bidders/Proposers must invoke the exemptions to disclosure provided by law in the response to the Bid, must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary.

8.27. QUALIFICATIONS:

Bidders/Proposers shall provide, within the Bid/Proposal submitted, substantial data sufficient for evaluating the ability of the potential Bidder/Proposer to execute a project of the type contemplated.

8.28. IDEMNIFICATION:

The successful Bidder/Proposer covenants and agrees to indemnify and save harmless the City, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or

Request For Proposal #2024-001
Title: Project Management Services

damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the City, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit, or action and the investigation thereof. Nothing in the award, resulting agreement, contract, or Purchase Order shall be deemed to affect the rights, privileges, and immunities of the City as set for in Florida Statute Section 768.28.

8.29. TIME FOR PERFORMANCE:

The services described herein and on the attached shall be performed in a prompt and correct manner within the standards of good and ethical productivity as negotiated between the City and the successful Bidder/Proposer. All Bidders/Proposers are asked to provide their best estimate for compliance with the scope of work as established by the Bid/Proposal. All contract time lines will be based on the projected scope and the estimated time for performance.

8.30. BUSINESS TAX RECEIPT:

Business Tax Receipts are required.

8.31. PERMITS/LICENSES/FEES:

Any permits, licenses, inspections, or fees required will be the responsibility of the Contractor. No separate payment will be made.

8.32. MODIFICATIONS:

In addition to changes made under the changes clause, any contract resulting from this solicitation may be modified within the scope of the contract upon the written and mutual consent of both parties and approval by the City of St. Cloud.

8.33. NO ADDITIONAL TERMS AND CONDITIONS:

No additional terms and conditions included with the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are not applicable to this proposal. If submitted, either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal, and the Bidder's/Proposer's authorized signature affixed to the proposal signature section attests to this.

8.34. INSURANCE:

During the entire period of performance of any contract resulting from this solicitation, the successful Bidder/Proposer shall procure and maintain the minimum insurance coverage required by the City of St. Cloud as stipulated in the insurance attachment. Types of coverage and limits of liability shall be as set forth in the Agreement. Proof of such insurance must be provided to the City prior to beginning contract performance.

Request For Proposal #2024-001
Title: Project Management Services

8.35. PUBLIC ENTITIES CRIMES:

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By signature on this solicitation, vendor certifies that they are qualified to do business with City of St. Cloud in accordance with Florida State Statute.

8.36. ACCEPTANCE:

Receipt of service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets specifications and/or all conditions. Should the delivered service or materials differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. If the proposed corrective action is not acceptable to the agency, Procurement Services may authorize the recipient to refuse final acceptance of the service.

8.37. ASSIGNMENT:

Successful Bidder/Proposer shall not assign or sublet the resulting contract or subcontract any of the work required to be performed without prior written approval of the City of St. Cloud.

8.38. REFERENCES:

References for the company reflecting the experience in the specific service or requirement being requested in the Bid/Proposal shall be made part of your response. All reference materials provided shall become the property of the City of St. Cloud and will become public record. The City reserves the right to expand its reference requirements at any time.

8.39. PERIOD OF AGREEMENT:

Agreement shall be awarded for the optimal term as agreed to between the parties and as approved by the City.

8.40. OPTION TO EXTEND:

The performance period of any contract resulting from this Bid/Proposal may be extended upon mutual agreement between the Contractor and the City of St. Cloud. Either party may request an extension to the resulting agreement at least 120 days prior to expiration of the resulting contract.

8.41. ADDITIONAL INFORMATION:

The City of St. Cloud Procurement Services Department reserves the right to request any additional information needed for clarification from any Bidder/Proposer for evaluation purposes.

Request For Proposal #2024-001
Title: Project Management Services

8.42. ATTACHMENTS:

All attachments to this document are made a material part of this solicitation. Failure to address the requirements may result in the lessening of your evaluation score.

8.43. CONTRACTING PARAMETERS:

This Bid/Proposal, and other additional materials submitted by the Bidder/Proposer and accepted by the City, shall be the basis for negotiation of a contract addressing the requirements of this Bid/Proposal. A purchase order and/or other award document will be issued by the City upon completion of all negotiations and approval of the contract by the City of St. Cloud City Council.

8.44. INDEPENDENT PRICING:

The Bidder/Proposer certifies by submission of this proposal and in the case of a joint offer each party thereto certifies, as to its own organization, that in connection with this procurement:

- A. Prices, costs, or calculations in this Bid/Proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such, with any other Bidder/Proposer or with any competitor.
- B. Unless otherwise required by law, the prices, costs, and calculations which have been quoted in this Bid/Proposal have not been knowingly disclosed by the Bidder/Proposer, and will not knowingly be disclosed by the Bidder/Proposer, prior to opening, directly or indirectly, to any Bidder/Proposer or to any competitor.
- C. No attempt has been made, or will be made, by the Bidder/Proposer to induce any other person or firm to submit or not to submit a Bid/Proposal for the purpose of restricting competition.

EXHIBIT “B”

INSURANCE REQUIREMENTS

Section 1. Insurance.

(a) Vendor, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY’s Risk Manager with the Resource Management Department. Vendor shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) Vendor shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by Vendor will relieve Vendor of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY’s review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by Vendor in accordance with this Section, nor COUNTY’s decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of Vendor.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then Vendor shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and Vendor shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of Vendor or any other party.

(b) General Requirements.

(1) Before commencing work, Vendor shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, Vendor shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, Vendor shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY.

The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by Vendor.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, and Business Auto Liability policies. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(6) Coverage: The insurance provided by Vendor pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by Vendor.

(7) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(8) Provision: Commercial General Liability and Umbrella Liability Policies required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2024), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2024), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2024), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then Vendor shall immediately notify COUNTY as soon as Vendor has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as Vendor has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, Vendor will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of Vendor, Vendor, at Vendor's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth herein. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of

work by Vendor and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) Vendor's insurance must cover Vendor and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by Vendor are:

Workers' Compensation:	Statutory	
Employers' Liability:	\$ 1,000,000	Each Accident
	\$ 1,000,000	Disease Aggregate
	\$ 1,000,000	Disease Each Employee.

(D) If Vendor asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2024), as this statute may be amended from time to time, Vendor shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver

Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including Vendor, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) Vendor's insurance must cover Vendor for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If Vendor's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by Vendor are:

\$ 2,000,000	Per Occurrence
\$ 2,000,000	Personal and Advertising Injury
\$ 4,000,000	General Aggregate
\$ 4,000,000	Products and Completed Operations Aggregate.

(3) Business Auto Liability.

(A) Vendor's insurance must cover Vendor for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy

(ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event Vendor does not own automobiles, Vendor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If Vendor's operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by Vendor are:

\$ 1,000,000 Combined Single Limit
(Any Auto or Owned, Hired, and Non-Owned Autos).

(4) Excess/Umbrella Liability.

(A) Vendor's insurance must follow form above the Commercial General Liability, Automobile Liability, and Employer's Liability policies.

(B) The minimum limits to be maintained by Vendor are:

\$ 4,000,000 Per Occurrence
\$ 4,000,000 Aggregate.

(5) Professional Liability.

(A) Vendor shall maintain an Errors & Omissions Liability policy providing professional liability coverage for any damages caused by wrongful acts, errors, or omissions.

(i) In the event that the professional liability insurance required by this contract is written on a claims-made basis, Vendor warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be

maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed.

(ii) If Vendor contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then Vendor shall provide proof of such satisfactory coverage, subject to approval of COUNTY.

(B) The minimum limits to be maintained by Vendor are:

\$ 1,000,000 Each Claim

\$ 1,000,000 Aggregate.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting Vendor's liability under the provisions of this or any other Section of this Agreement.