



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

SEPTEMBER 6, 2022

AGENDA

ALL CITIZENS DESIRING TO ADDRESS THE PORT ORANGE CITY COUNCIL DURING PUBLIC PARTICIPATION SHOULD COMPLETE THE FORM WHICH IS LOCATED ON THE STANDS OUTSIDE THE COUNCIL CHAMBERS. AFTER COMPLETING THE FORM, PRESENT IT TO THE CITY CLERK.

A. OPENING

1. Silent Invocation
2. Pledge of Allegiance
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. August 16, 2022 - Regular City Council Meeting
7. Bid Awards and Contract Items
 - a. Ratification of the Emergency Request to Repair two (2) Aurora Vertical Turbine Pumps to Barney's Pumps, Inc.
 - b. Approval of the ArtHaus License Agreement
 - c. Approval of Amendment No 4 and Extension with Scotty Boy Landscaping and Maintenance, LLC (CA6626) relating to Facility Landscape Maintenance Services
 - d. Approval of Additional Time Contingency for the REC Center Project
 - e. Approval of Contracts for RFP #22-12 - Building Inspection and Plan Review Services with ECS Florida, LLC and Universal Engineering Sciences, Inc.
8. Collaborative Solutions, LLC

- a. Approval of Statement of Work (SOW) #4 for Workday Lean On Services with Collaborative Solutions, LLC
- b. Approval of Statement of Work (SOW) #5 for Workday Staff Augmentation with Collaborative Solutions, LLC
9. Resolution No. 22-4 - Approving the grant agreement and accepting the award in the amount of \$383,834 from the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) for Program Year 2020 (PY20).
10. Resolution No. 22-24 - Parks and Recreation Fees at the REC
11. Approval of Interlocal Agreement with Volusia County for Traffic Signal Maintenance
12. Amended Grant Award Agreement with Florida Communities Trust (FCT) for a portion of Riverwalk Park Property and the accompanying Release of Grant Award Agreement for the Marcantonio Property

C. PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

D. COUNCIL COMMENTS

13. Comments/Concerns from Council Members

E. PUBLIC HEARING

14. Second Reading - Ordinance No. 2022-21 - Eighth Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development (Case No. 22-40000002)
15. Second Reading - Ordinance No. 2022-22 - LDC Amendment/Chapter 2 & Chapter 5 (Case No. 22-25000005)

F. REGULAR AGENDA

16. First Reading - Ordinance No. 2022-23 - Prohibiting Smoking in City Parks
17. Accept the Donation of a Caboose for Depot Park

G. ADDITIONAL ITEMS

18. Discussion of City Manager and City Attorney Compensation
19. City Attorney
20. City Manager

H. COUNCIL COMMITTEE REPORTS

21. City Council Committee Reports
 - a. River to Sea TPO - Council Member Reed Foley

b. Police Pension Plan - Council Member Drew Bastian

c. Fire Pension Plan - Vice Mayor Scott Stiltner

I. ADJOURNMENT

NOTICES – PURSUANT TO SECTION 286.0105 OF THE FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE CITY DOES NOT PREPARE OR PROVIDE SUCH A RECORD.



FOR SPECIAL ACCOMMODATIONS, PLEASE NOTIFY THE CITY CLERK'S OFFICE (PHONE: 386-506-5563) AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE.



HELP FOR THE HEARING IMPAIRED IS AVAILABLE THROUGH THE ASSISTIVE LISTENING SYSTEM RECEIVERS CAN BE OBTAINED FROM THE CITY CLERKS' OFFICE.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-955-8771.

UPON REQUEST BY A QUALIFIED INDIVIDUAL WITH A DISABILITY, THIS DOCUMENT WILL BE MADE AVAILABLE IN AN ALTERNATE FORMAT. IF YOU NEED TO REQUEST THIS DOCUMENT IN AN ALTERNATE FORMAT, PLEASE CONTACT THE CITY CLERK WHOSE CONTACT INFORMATION IS PROVIDED ABOVE.

ANY INVOCATION THAT IS OFFERED BEFORE THE OFFICIAL START OF THE CITY COUNCIL MEETING SHALL BE THE VOLUNTARY OFFERING OF A PRIVATE PERSON, TO AND FOR THE BENEFIT OF THE CITY COUNCIL. THE VIEWS OR BELIEFS EXPRESSED BY THE INVOCATION SPEAKER HAVE NOT BEEN PREVIOUSLY REVIEWED OR APPROVED BY THE CITY COUNCIL OR THE CITY STAFF, AND THE CITY IS NOT ALLOWED BY LAW TO ENDORSE THE RELIGIOUS BELIEFS OR VIEWS OF THIS, OR ANY OTHER SPEAKER. PERSONS IN ATTENDANCE AT THE CITY COUNCIL MEETING ARE INVITED TO STAND DURING THE OPENING INVOCATION AND PLEDGE OF ALLEGIANCE. HOWEVER, SUCH INVITATION SHALL NOT BE CONSTRUED AS A DEMAND, ORDER, OR ANY OTHER TYPE OF COMMAND. NO PERSON IN ATTENDANCE AT THE MEETING SHALL BE REQUIRED TO PARTICIPATE IN ANY OPENING INVOCATION THAT IS OFFERED. A PERSON MAY EXIT THE CITY COUNCIL CHAMBERS AND RETURN UPON COMPLETION OF THE OPENING INVOCATION IF A PERSON DOES NOT WISH TO PARTICIPATE IN OR WITNESS THE OPENING INVOCATION.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
AUGUST 16, 2022

THE REGULAR CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 6:30 p.m.

Invocation by Father Matt Mello of Our Lady of Hope Catholic Church

Pledge of Allegiance

Roll Call	Present:	Council Member Reed Foley Council Member Chase Tramont (left at 7:00 p.m.) Council Member Drew Bastian Vice Mayor Scott Stiltner Mayor Donald Burnette
	Also Present:	City Manager Wayne Clark City Attorney Matthew Jones City Clerk Robin Fenwick

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

There were none.

5. Agenda Approval

There were no changes requested by Council.

Motion to approve as presented was made by Vice Mayor Scott Stiltner and Seconded by Council Member Drew Bastian. Motion carried unanimously by voice vote.

6. Approval of Minutes

a. August 2, 2022 - Regular City Council Meeting

7. Bid Awards and Contract Items

a. Approval of the Cooperative Economic Development Agreement with Team Volusia Economic Development Corporation

b. Award of RFP #22-05 for Golf Course Management to Kemper Sports Management, LLC

8. Resolution No. 22-23 - Partial Easement Vacation at Lot 126, Country Walk Phase III Subdivision (3455 Saddleback Court)

9. Approval of Volusia County Justice Assistance Grant (JAG) Agency Funding Allocation
10. Approval of Minor Special Event for the First United Methodist Church (305 Dunlawton Avenue) Annual Pumpkin Patch

Motion to approve Consent Agenda as presented was made by Vice Mayor Scott Stiltner and Seconded by Council Member Chase Tramont. Motion carried unanimously by roll call vote.

City Council recessed at 6:32 p.m. to hold the Town Center & Eastport CRA meetings, minutes of which are under separate cover.

CRA MEETINGS

11. Town Center CRA Meeting
12. Eastport CRA Meeting

City Council reconvened at 6:41 p.m.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Robert Reinhagen, citizen, spoke regarding the water supply plan approved at the last Council meeting. He asked Council to require the draft of the water supply plan be presented at a public meeting.

COUNCIL COMMENTS

13. Comments/Concerns from Council Members

Council Member Reed Foley attended the community meeting with Harbor Oaks Baptist Church and discussed City issues with the residents. They had positive comments for Staff and Council and would like to hold the meetings a few times a year. He thanked Staff for their participation.

Mayor Don Burnette reported on some items from the Florida League of Cities Conference he attended last week. He was appointed to the Board of Directors for a two-year term with the League.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

14. Citizen Advisory Committee for TPO

Bobby Ball, citizen & CAC member, provided an update to Council and answered questions from Council.

15. Planning Commission Appointments (x4)

Council Member Reed Foley nominated Stan Schmidt, seconded by Council Member Chase Tramont.

Council Member Drew Bastian nominated Lance Green, seconded by Vice Mayor Scott Stiltner.

Vice Mayor Scott Stiltner nominated Tom Jordan, seconded by Council Member Chase Tramont.

Council Member Reed Foley nominated Bo Bofamy, seconded by Council Member Drew Bastian.

Stan Schmidt spoke regarding his service and desire to continue serving.

Thomas Jordan spoke regarding his time on the Commission.

Bo Bofamy also spoke regarding his tenure. He has learned a lot about the reasoning behind the processes.

Nominations were closed by Mayor Don Burnette.

Motion to approve the nominations was made by Vice Mayor Scott Stiltner and Seconded by Council Member Chase Tramont. Motion carried unanimously by roll call vote.

16. Environmental Advisory Board Report

Kristine Cunningham was unable to attend. The City Clerk will reschedule the report.

PUBLIC HEARING

17. First Reading - Ordinance No. 2022-21 - Eighth Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development (Case No. 22-40000002)

Mayor Don Burnette read Ordinance No. 2022-21.

ORDINANCE NO. 2022-21

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE EIGHTH AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR CRYSTAL LAKE PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING

FOR SEVERABILITY OF; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2022-21
was made by Vice Mayor Scott Stiltner
and Seconded by Council Member
Chase Tramont.

Penelope Cruz, Planning Manager, provided details of the request and answered questions from Council.

Motion carried unanimously by roll call
vote.

18. First Reading - Ordinance No. 2022-22 - LDC Amendment/Chapter 2 &
Chapter 5 (Case No. 22-25000005)

Mayor Don Burnette read Ordinance No. 2022-22.

ORDINANCE NO. 2022-22

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA
COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT
CODE CHAPTERS 2 AND 5 TO PROVIDE DEFINITIONS FOR
SPECULATIVE AND MODEL HOMES; UPDATE REQUIREMENTS
FOR MODEL HOMES; CREATE PROVISIONS FOR THE
DEVELOPMENT OF SPECULATIVE HOMES IN ORDER TO
ALLOW THE CONSTRUCTION THEREOF PRIOR TO PLATTING
IN AID OF MORE TIMELY DELIVERY OF HOMES AFTER
PLATTING IS COMPLETE; PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY;
AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2022-22
was made by Vice Mayor Scott Stiltner
and Seconded by Council Member Drew
Bastian.

Ms. Cruz spoke regarding the need for the request.

Mr. Reinhausen doesn't support approving the building of homes before the plat is
approved.

Motion carried unanimously by roll call
vote.

19. Fiscal Year 2021 - 2022, Third Quarter Financial Report

John McKinney, Finance Director, provided details from the third quarter financial report and answered questions from Council.

ADDITIONAL ITEMS

20. City Attorney

There was nothing further.

21. City Manager

There was nothing further.

COUNCIL COMMITTEE REPORTS

22. City Council Committee Reports

- a. First Step Shelter - Council Member Chase Tramont left the meeting prior to the report.
- b. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette provided details on the upcoming events.

ADJOURNMENT - 7:34 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/6/2022

SUBJECT: (B7a) Ratification of the Emergency Request to Repair two (2) Aurora Vertical Turbine Pumps to Barney's Pumps, Inc.

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the ratification of the Emergency Standard Contract for Services to Barney's Pumps, Inc. for the emergency repair of two (2) Aurora Pumps located at the Garnsey Water Treatment Plant in the amount of \$40,000.

SUMMARY: The Garnsey Water Treatment Plant utilizes the lime softening process to produce drinking water. As part of this treatment process, lime sludge is constantly removed from the treatment trains for ultimate disposal. These pumps move the lime sludge from the treatment trains to the dewatering process. Constant removal of this waste by-product is required to maintain plant operations in accordance with the state operating permit. Failure to remove sludge from a treatment train will damage vital components in the train and stop the treatment process.

The plant currently has six lime sludge pumps. Each treatment train is equipped with two pumps. One of the two pumps is used to constantly move lime sludge from each of the treatment trains. The pumps are alternated to ensure continuous operation. Two of the six pumps are out of service, leaving two treatment trains without a backup. The treatment process cannot operate without sludge removal.

The current pumps are 7-8 years old. The pumps that are out of service were removed and sent to Barney's for troubleshooting and a repair estimate. The estimate for repair is \$40,000 for both pumps. The cost to replace the pumps would be \$60,000. Replacing the pumps is not a viable option. The new model pump (the same brand, Aurora, or a different manufacturer) would require a major reconfiguration of the piping and would change the structure where the pump is mounted.

The Public Works and Utilities Director determined this request was an emergency under Purchasing Ordinance 2-271. *An Emergency is defined as an unplanned or unexpected event that requires immediate action in order to prevent or remedy a service outage; or to prevent or remedy a situation that presents an immediate danger to human life, health, or safety or a significant loss or damage to property, and where failure to take immediate action would enhance the risk of loss or prolong the delay in restoring service to customers.* This was determined to be an emergency purchase to

ensure the continued operation of the treatment plant.

Barney's has completed the repairs to the pumps and they have been put back into service. The staff is requesting ratification of this emergency contract.

PRESENTER: Lynn Stevens

ATTACHMENTS:

1.	20220811_CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES	20220811_CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES.pdf
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Julia Wiggins	Created/Initiated - 8/11/2022
Julia Wiggins	Approved - 8/11/2022
Kelly Klausky	Approved - 8/11/2022
Steve Parnell	Approved - 8/15/2022
Lynn Stevens	Approved - 8/15/2022
Matthew Jones	Approved - 8/22/2022
Wayne Clark	Approved - 8/24/2022
Robin Fenwick	Final Approval - 8/24/2022



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 27 day of August, 2021, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **BARNEY'S PUMPS, INC.**, a Florida corporation whose principal address is 2965 Barney's Pumps Place, Lakeland, Florida 33812 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide the repair of two (2) Auora Pumps for the Garnsey Water Treatment Plant, and as more specifically described in Contractor's Quotation Number 54201 and Quotation Number 54202 dated August 10, 2021, attached hereto as Exhibit "1" and made a part hereof by reference and shall constitute the formal written contract between the City and Contractor.

- (b) The time, manner and place for performance of such services shall be:

Term: Notwithstanding the date of execution, this Contract shall become effective the date a written Purchase Order is issued by the City, and shall continue for a period of 120 days (the "Term").

Manner and Place: As outlined in Exhibit "1," in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: Contractor acknowledges that time is of the essence for the Purchase Order(s) or Notice to Proceed issued hereunder.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a written Purchase Order issued and executed by the City. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit up to but not to exceed Forty Thousand and 00/100 Dollars (\$40,000.00). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The Public Works and Public Utilities Director, Lynn Stevens shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

4. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

- (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 22 of this contract concerning disputes.

6. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

10. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

11. Insurance. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<u>Contract Amount</u> Up to \$10 million <u>Limits</u> \$10 - \$20 million Statutory/\$500,000 Contracts over \$20 million To Be Determined by the City. Statutory/\$1,000,000	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.

☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits: Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ To be determined.	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage - \$ To be determined.	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

12. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract

to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

19. Liability for Loss or Damage.

Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

20. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

21. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, CMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

22. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

23. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

24. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of

this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

25. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

26. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Lynn Stevens, Public Works & Utilities Director
1395 Dunlawton Ave.
Port Orange, FL 32129
(386) 506-5750

Contractor: Barney's Pumps, Inc.
Attention: Pearce Robert, President
2965 Barney's Pumps Place
Lakeland, Florida 33812
(863) 665-8500 – telephone
(863) 666-3858 – Facsimile

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

27. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

28. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

Bailey Williams
Printed Name: Bailey Williams

Doreen C. Smith
Printed Name: Doreen C. Smith

BARNEY'S PUMPS, INC.

By: Karen L. Smith
Printed Name: Karen L. Smith
Title: Credit Manager

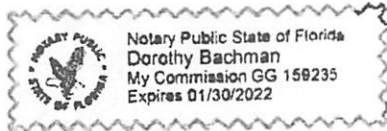
If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: 8/13/2021

STATE OF Florida
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of X physical presence or online notarization, this 13th day of August, 2021, by Karen L. Smith, as Credit Manager of Barney's Pumps, Inc., a Florida corporation. He or she is X personally known or produced as identification.

Dorothy Bachman
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



Witnesses:

CITY OF PORT ORANGE

Shelby Field
Printed Name: Shelby Field

By: [Signature]
Wayne Clark, City Manager

[Signature]
Printed Name: Samie Miller

Date: 8/27/2021

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27 day of August, 2021, by Wayne Clark, as City Manager of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He or she is ☒ personally known or ☐ produced as identification.



SHELBY FIELD
Commission # GG 274469
Expires November 5, 2022
Bonded Thru Budget Notary Services

Shelby Field
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Shelby Field
Printed Name: Shelby Field

By: [Signature]
Robin L. Fenwick, MMC, City Clerk

[Signature]
Printed Name: Samie Miller

Date: 8/27/2021



STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 27 day of August, 2021, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ☒ personally known or ☐ produced as identification.



SHELBY FIELD
Commission # GG 274469
Expires November 5, 2022
Bonded Thru Budget Notary Services

Shelby Field
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

EXHIBIT "1"

Contractor's Quote

Consisting of 2 Pages



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/6/2022

SUBJECT: (B7b) Approval of the ArtHaus License Agreement

DEPARTMENT: Parks & Recreation

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve the License Agreement with ArtHaus and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: On April 19, 2022, the City Council directed Staff to establish a license agreement with ArtHaus for use of space at the REC Center located at 4655 City Center Circle for the purpose of providing art opportunities for children and adults in the area. The term shall be for five years with no lease payment. ArtHaus will be responsible for all of its utilities. ArtHaus will make a payment to the City of \$2,400 for the first year for water, sewer, and electric. Thereafter, utilities will be evaluated and calculated at 12% of the cost for water, sewer, and electric for the entire REC. Council will receive a report three and a half years into the contract. The contract will include renewals in 5-year increments. Payment for space after the initial 5-year term will be discussed prior to renewal. The agreement includes in-kind commitments from the ArtHaus organization to include free classes at the REC, a sidewalk art project, and window painting during the holidays. ArtHaus will be responsible for furnishing and maintaining their occupied portion of the building. Annual financial and programming reporting to Council is required. ArtHaus will provide the appropriate insurance listing the city as an additional insured.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Arthaus License Agreement for the REC	Arthaus 8-25-22 - clean w exhibits.pdf
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Susan Lovallo	Created/Initiated - 5/13/2022
Susan Lovallo	Approved - 5/13/2022
John McKinney	Approved - 5/18/2022
Matthew Jones	Approved - 8/25/2022
Wayne Clark	Approved - 8/30/2022
Robin Fenwick	Final Approval - 8/30/2022

This Document Prepared by:

Carly R. Meek
Assistant City Attorney
1000 City Center Circle
Port Orange, FL 32129

Portion of Parcel No.: 630800060010

LICENSE AGREEMENT

THIS **LICENSE AGREEMENT** is made and entered into this _____ day of _____, 2022, by and between the City of Port Orange, Florida, a chartered municipal corporation, 1000 City Center Circle, Port Orange, FL 32129, (“City” or “Licensor”), and ArtHaus Foundation, Inc, a Florida non-profit corporation, principal address located at _____, having a mailing address of: Post Office Box 290232, Port Orange, FL 32129-0232 (“ArtHaus” or “Licensee”).

PREMISES

WHEREAS, the Licensee provides visual arts education programs and activities for children and adults, supports art programming in all Volusia County schools including displaying student art in its gallery, and promotes the cultural enrichment of the community; and

WHEREAS, the City finds that the Licensee's activities serve a significant public purpose; and

WHEREAS, the Licensor is the owner of real property located at 4655 City Center Cir., Port Orange, Florida 32129, commonly known as the REC, hereinafter referred to as the “Subject Property”, and graphically depicted on **Exhibit “A”**; and

WHEREAS, the Licensor has agreed to provide space at the Subject Property which includes +/- 3,600 sq. ft., for Licensee’s use hereinafter referred to as the “License Area”, as depicted on the attached **Exhibit “B”**; and

WHEREAS, the Licensee hereby warrants to the City that the Licensee has full power and authority to enter into this Agreement, and that the Licensee agrees to be bound by the terms and conditions hereof.

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

1) Use. The City hereby grants to the Licensee a license for the non-exclusive use of the License Area, as shown on Exhibit “B”, subject to the terms and conditions herein contained, for the purpose of the operation of fine arts education, instruction and exhibition programs and activities, and for other purposes necessary and incidental to such programs and activities (“License”). The Licensee shall not use or occupy the License Area, or permit the License Area to be used or occupied, for any other purpose without prior written approval of the City.

2) Term. Once executed, this License shall commence on the date the certificate of occupancy for the Subject Property is issued and shall continue for a period of five (5) years, with two (2) optional five (5) year extensions thereafter. Notwithstanding the foregoing, either party may terminate this License at any time by giving six (6) months’ written notice to the other party. At the expiration or earlier termination of this License, Licensee shall immediately cease use of the License Area and remove any personal property located thereon. Timeframes in this agreement are calculated using total days not business days unless stated otherwise.

3) License Fee. The Licensee shall pay all bills, fees and charges for electricity, gas, water, sewage, garbage, telephone and other utilities furnished to and/or to be used by the License Area during the initial term of this License Agreement and throughout the duration of any extensions of terms hereof. Licensee shall pay directly to the City at Accounts Payable the sum of \$2,400 for water, sewer and electric for the first year. At the end of each year, the City will provide the charges for actual usage for the entire REC and Licensee shall pay 12 percent of said amount for the next year. The City may terminate this agreement for failure to pay. Licensee shall provide an art education and cultural enrichment program to the community with at least one art class a month, at least four window art projects a year, and a sidewalk art project every year. The Licensee shall report at least once per year to the city council on its art program, student participation and service to the community. The Licensee shall contact the Parks and Recreation Department to coordinate events.

4) Taxes.

- a) In the event that taxes are legally imposed, Licensee is solely responsible for all taxes, if any, imposed under Section 212.031, Florida Statutes, or as that provision may be amended, by the Florida Department of Revenue or locally imposed through a surtax, accruing during the term of the License Agreement or any renewal thereof. In the event that taxes are legally imposed, Licensee is solely responsible for Licensee's pro rata share of ad valorem and non-ad valorem taxes, impact fees, and assessments levied, if any, against the Subject Property and/or License Area as more particularly described in Exhibit "B" to this License Agreement, accruing during the term of the License Agreement or any renewal thereof. Licensee shall pay all such legally imposed taxes imposed under Section 212.031, Florida Statutes, directly to the respective taxing authority.
- (b) All ad valorem and non-ad valorem taxes that are legally imposed and not paid by Licensee directly shall be advanced and paid by Licensor on behalf of Licensee directly to the Volusia County Tax Collector's Office and reimbursed by Licensee to Licensor within thirty (30) days of delivery of an invoice therefor to Licensee.
- (c) Licensee acknowledges that any taxes legally imposed on the License under Section 212.031, Florida Statutes, or as that provision may be amended, by the Florida Department of Revenue or locally imposed through a surtax, if any, are imposed on Licensee, and not on Licensor. Licensee acknowledges that any ad valorem taxes legally imposed on the License Area under Section 196.199, Florida Statutes, any non-ad valorem taxes, impact fees and assessments, if any, are imposed on Licensee, and that Licensor, as a governmental entity, is immune or exempt from such imposition.
- (d) The Licensee shall promptly pay and discharge all taxes, assessments, duties, levies, fees and charges imposed or assessed by any governmental agency or authority during the initial term and any extension terms of this License Agreement for any reason whatsoever connected with this License or the License Area, including, but not limited to, the following:
- i) Rent paid under this License;
 - ii) Utilities furnished to the License Area;
 - iii) Use or occupancy of the License Area;

- iv) Real or personal property located at the License Area or Subject Property if connected with the License Area;
- v) Alterations, structures, additions or improvements made to or installed on the License Area or Subject Property if connected with the License Area;
- vi) Public works or facilities constructed for or upon the License Area;
- vii) Permits, licenses or franchises issued to the Licensee or for the License area; and
- viii) Any other interest of the Licensee in the License Area.

5) Conditions Applicable to License. This License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions and rights of way with respect to the License Area, whether or not of record.

6) City Use/Right of Entry. The City, its officers, employees, agents and contractors, shall have the right to enter in and upon the License Area at all reasonable hours for any purpose connected with inspection of the License Area, maintenance, performance of work or other acts necessary to or on the License Area, or enforcement or implementation of any covenant or provision of this License. Further, the City reserves the right to use the License Area at any time for emergency purposes. Licensee shall give the City two sets of keys to use for entry. Licensor may request removal of any and all personal property of the Licensee located at or on the License Area in the event that the City needs to utilize for City purposes. The City shall endeavor to give at least ten (10) days prior notice to the Licensee. If the Licensee's personal property is not removed within the time specified by the City or in cases where emergency work by the City becomes necessary, the City may remove or cause to be removed the Licensee's personal property without any liability to the City. The Licensee shall be responsible for any and all expenses for the storage of Licensee's personal property. Licensee acknowledges that during City special events parking may be limited or non-existent.

7) No Waste. The Licensee shall not commit any waste, allow any waste to be committed, create any nuisance or allow any nuisance to exist on the License Area and/or Subject Property. The Licensee shall not use or occupy the License Area and/or Subject Property, or permit the License Area/Subject Property to be used or occupied, for any illegal or unlawful purpose or in any manner that violates any law, rule, regulation, code or ordinance, certificate of occupancy, or the Americans with Disabilities Act.

Maintenance. The Licensee shall be responsible for maintenance of the License Area.

- a) Such maintenance shall include, but not be limited to, the following:
 - i) Provision of janitorial services, such as cleaning restrooms and windows, cleaning, sweeping and mopping floors, and replacing light bulbs and fixtures;
 - ii) Common maintenance and repair including clogged/leaking sinks and toilets, fixture replacements, vent dusting, repairs to interior surfaces, walls and doors, and the addition of electrical outlets, fans, cable/internet connections;
 - iii) Maintenance of all interior surfaces, such as waxing and maintaining the floors and interior painting, including painting doors, walls and ceilings;
 - iv) Maintenance of all locks and hardware;
 - v) Custodian of the grounds, including all landscaping and parking areas, and maintenance of Licensee signage;
 - vi) Removal of all garbage, trash and refuse; and
 - vii) Extermination of all vermin, rats, mice, insects and other pests.

8) Repairs. The Licensee shall, at its sole cost and expense, promptly make all repairs and/or replacements to the License Area and/or Subject Property resulting from damage or breakage caused by the Licensee, its officers, employees, agents, guests, invitees and members of the public.

9) Abatement. The Licensee shall, at its sole cost and expense, be responsible for abatement of any building or property code violations that may arise from Licensee's use of the property.

10) Repair and Restoration. If Licensee, its officers, employees, guests, invitees, members of the public, or agents, cause any damage to the License Area and/or Subject Property, or to any improvements located at or on the License Area and/or Subject Property in connection with the exercise of this License, Licensee shall repair and restore the License Area and/or Subject Property to their original condition prior to Licensee's use. Licensee shall perform the repair and

restoration required hereunder prior to the expiration of this License, or within ten days of the earlier termination of Licensee's rights hereunder. In the event that repair and restoration is performed following the termination of this License, the Licensee's indemnity and insurance obligations set forth herein shall continue until repair and restoration is completed as provided herein.

11) Alterations. No alterations, additions or improvements shall be made to the License Area or building without the prior written approval of the City. No structures, additions or improvements shall be constructed or installed without the prior written approval of the City.

Any alterations, structures, additions or improvements made to or installed on the License Area or building shall become the property of the City and remain part of the License Area or building, unless said alterations, structures, additions or improvements can be removed without damage to the License Area and building and the Licensee receives written approval from the City for such removal. In such event, the Licensee shall, at its sole cost and expense, remove only those alterations, structures, additions or improvements approved by the City and restore the License Area and building to the original condition.

12) Safety. The Licensee shall take all reasonable precautions for, and shall be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons or property affected by or involved in the use of the License Area or the performance of operations under this License.

- a) The Licensee shall take all reasonable precautions to prevent damage, injury or loss to:
 - i) All persons who may be affected by the use of the License Area, Subject Property, or the performance of operations, including employees;
 - ii) All materials and equipment; and
 - iii) All property at or surrounding the License Area.
- b) In any emergency affecting the safety of persons or property, the Licensee shall act with reasonable care and discretion to prevent any threatened damage, injury or loss.
- c) Licensee shall be responsible for securing and safeguarding its equipment and other

personal property. Licensor shall not be responsible for vandalism or theft of property while located in or on the License Area and/or Subject Property.

13) Compliance with Law. Licensee shall comply with all federal state and local laws, ordinances and regulations applicable to the use of the License Area and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances and other activities in or upon, or connected with the License Area, all at Licensee's sole expense, including any expense or cost resulting from the construction or installation of fixtures and improvements or other accommodations for handicapped or disabled persons required for compliance with governmental laws and regulations, including but not limited to the Americans with Disabilities Act (the "ADA"). To the extent any interior alterations to the structures of the License Area are required by the ADA or other applicable laws or regulations for Licensee's operations, Licensee shall bear the expense of the Alterations. To the extent any exterior Alterations to areas of the property of the License Area are required by Title III of the ADA or other applicable laws or regulations (for "path of travel" requirements or otherwise), City shall bear the expense of the alterations.

14) Alcohol. Licensee shall go through the City's permitting process pursuant to City of Port Orange Ordinance 6-3 and secure a permit prior to any use, possession, sale or consumption of alcohol at the License Area. Licensee shall comply with any permit requirements. The application for a permit can be obtained by contacting the Parks and Recreation Department.

15) No Transfer or Assignment. The License is personal to the Licensee and shall not inure to the successors or assigns of the Licensee. The rights, privileges and permission granted herein shall not be assignable by the Licensee in whole or in part.

16) Permits and Regulations. Licensee shall be responsible for securing any required approvals, permits and authorizations from any federal, state or local agencies and shall comply with all applicable laws and regulations.

17) No Interference. Licensee shall not interfere with the normal operation and activities of Licensor, and Licensee shall conduct its activities on the License Area to minimize damage to the License Area and/or Subject Property and inconvenience to Licensor, its officers, agents, employees, guests, members of the public, and invitees.

18) Insurance. Licensee, at its sole cost and expense, shall insure its activities in

connection with this License. The Licensee shall obtain or possess the following insurance coverages, and shall provide Certificates of Insurance to the City prior to commencing operations under this License Agreement to verify such coverages:

- a) Workers' Compensation - The Licensee shall provide Workers' Compensation coverage for all employees f o r the License Area, and, in case any work is contracted, shall require contractor to produce Workers' Compensation for all its employees. The limits shall be statutory for Workers' Compensation and \$100,000 for Employer's Liability.
- b) Comprehensive General Liability - The Licensee shall provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, Personal Injury, and Property Damage. The limits shall not be less than \$1,000,000 Combined Single Limit (CSL) or its equivalent. \$1,000,000 occurrence and \$1,000,000 aggregate.
- c) Fire and Extended Coverage - The Licensee shall maintain Fire and Extended Coverage Insurance covering any and all improvements, trade fixtures, merchandise, equipment, personal property and/or any other interest located on or in the License Area from time- to-time providing protection against all risks covered by standard form of "Fire and Extended Coverage Insurance".
- d) Such other insurance in such amounts which from time to time may be reasonably required by the Licensor.

Licensee shall maintain insurance, as required herein, during the life of this Agreement. The coverages required herein shall not limit the liability of the Licensee. The coverages shall include the City as an additional named insured. All insurance coverages of the Licensee shall be primary and non-contributory. All insurance coverages of the Licensee shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Licensee's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Licensee shall provide to Licensor a Certificate of Insurance, endorsing the City of Port Orange as an additional named insured, annually as proof of insurance coverage in accordance

with this section. The policies herein required shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insurers are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Licensee shall provide Licensor written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change.

Licensee shall not access the License Area until the City has received a certificate of insurance with endorsement evidencing the required insurance. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Prior to commencement of any repair, construction, alterations or service to the License Area by Licensee, Licensee shall require and ensure each of Licensee's contractors maintain, until the completion of the contractor's work, insurance of the types and to the limits set forth above. Licensee shall contact the City's Risk Management Department to determine if further insurance is required or needed prior to the commencement of Licensee's work. All insurance coverages shall be primary and non-contributory. All insurance coverages of Licensee's contractors shall not seek contribution from any other insurance or self-insurance available to the City. The Licensee is responsible for ensuring that its contractors maintain the required coverage. Failure of the Licensee to ensure the contractors maintain the required coverage, shall not relieve the Licensee of any contractual responsibility, obligation or liability.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Agreement and does not waive the insurance required by this Agreement.

Should at any time the Licensee not maintain the insurance coverages required herein, the City may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Licensee for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Agreement.

The Licensee shall, at its sole cost and expense, comply with all requirements of insurers necessary to keep in force all insurance policies covering the License Area and/or Subject Property. The Licensee shall not use or occupy the License Area, or permit the License Area to be used or occupied, for any purpose or in any manner that may invalidate, conflict with, or increase rates for any insurance policy covering the License Area and/or Subject Property.

19) Hold Harmless and Indemnification. The Licensee shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, any means of ingress to or egress from the City's property, the performance of operations under this Agreement, or the use or occupancy of the City's property pursuant to this License. The Licensee shall indemnify and hold harmless the City, its officers, employees and agents, from and against all actions, suits, liabilities, claims, proceedings, demands, actual or alleged injuries, loss or death of any person, loss or damage to property, all damages, losses and expenses, attorneys' fees and costs at trial and on appeal, arising out of, resulting from, or in any way connected with the condition of the City's property, any means of ingress to or egress from the City's property, the performance of operations under this Agreement, the use or occupancy of the property by Licensee, its officers, employees, agents, invitees, guests, and members of the public, the exercise of the license granted by this License Agreement, the failure on the part of the Licensee to comply with any of the provisions specified herein, or otherwise permitted by this License Agreement. The City shall not be liable to the Licensee if for any reason the Licensee's use of the License Area is hindered or disturbed.

20) Licensee Liability Damage City Property. Licensee shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Licensee, its officers, agents, invitees, guests, members of the public, servants and employees. Licensee shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21) Duty to Defend. To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Licensee's use and any injury, loss, damage, death or property damage, Licensee expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to

defend agreed to by Licensee hereby expressly includes all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by the Licensee as long as the claims made could be causally connected to Licensee as reasonable determined by City.

22) Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

23) Discrimination Prohibited. The Licensee shall use the License and operate the fine arts education, instruction and exhibition programs and activities in compliance with all applicable requirements and regulations effectuating Title VI of the Civil Rights Act of 1964 (78 Stat. 241, 252), Executive Orders 11246 and 11063, and Title VIII of the Civil Rights Act of 1968, as amended (P.L. 90- 284).

24) Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

25) Notice. Any notice required hereunder shall be in writing and shall be addressed as follows:

Licensors: City of Port Orange
Parks and Recreation Director
1395 Dunlawton Ave.
Port Orange, FL 32129

Licensee: ArtHaus Foundation, Inc.

26) Lien Free Condition. Licensee shall not cause or permit any liens to be placed against the Subject Property or License Area or against Licensors' other property as a result of Licensee's exercise of rights under this License. In the event of the filing of any such liens, Licensee shall promptly cause such liens to be removed. In no event shall such lien removal require more than thirty (30) days.

27) Parties not Partners. It is expressly understood that neither the City nor ArtHaus shall be construed or held to be a partner or associate of the other in the conduct of their respective business. The relationship between the Parties hereto is and shall remain at all times that of Licensee and Licensors.

28) License Administrator. The Parks and Recreation Director for the City of Port Orange shall perform the administration of this License.

Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

31) Severability. The invalidity or unenforceability of any provision of this License

Agreement shall not affect or impair any other provision.

31) Entire Agreement. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:

LICENSOR:

Printed Name: _____

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Attest: _____
Robin L. Fenwick, MMC, City Clerk

Printed Name: _____

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2022, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He or she is personally known or produced _____ as identification.

Notary Public, State of Florida at Large

Printed name, commission and expiration:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this day of _____, 2022, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He or she is _____ personally known or _____ produced _____ as identification.

Notary Public, State of Florida at Large

Printed name, commission and expiration:

Witnesses:

Licensee:

ARTHAUS FOUNDATION, INC.

A Florida Non-Profit Corporation

Signature By: _____
Print: _____
Title: President

Printed Name

Signature Attest:

Printed Name _____
Print: _____
Title: Executive Director

(Witnesses as to Both)

Dated Signed: _____

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by _____ means of _____ physical presence or _____ online notarization, this _____ day of _____, 2022, by

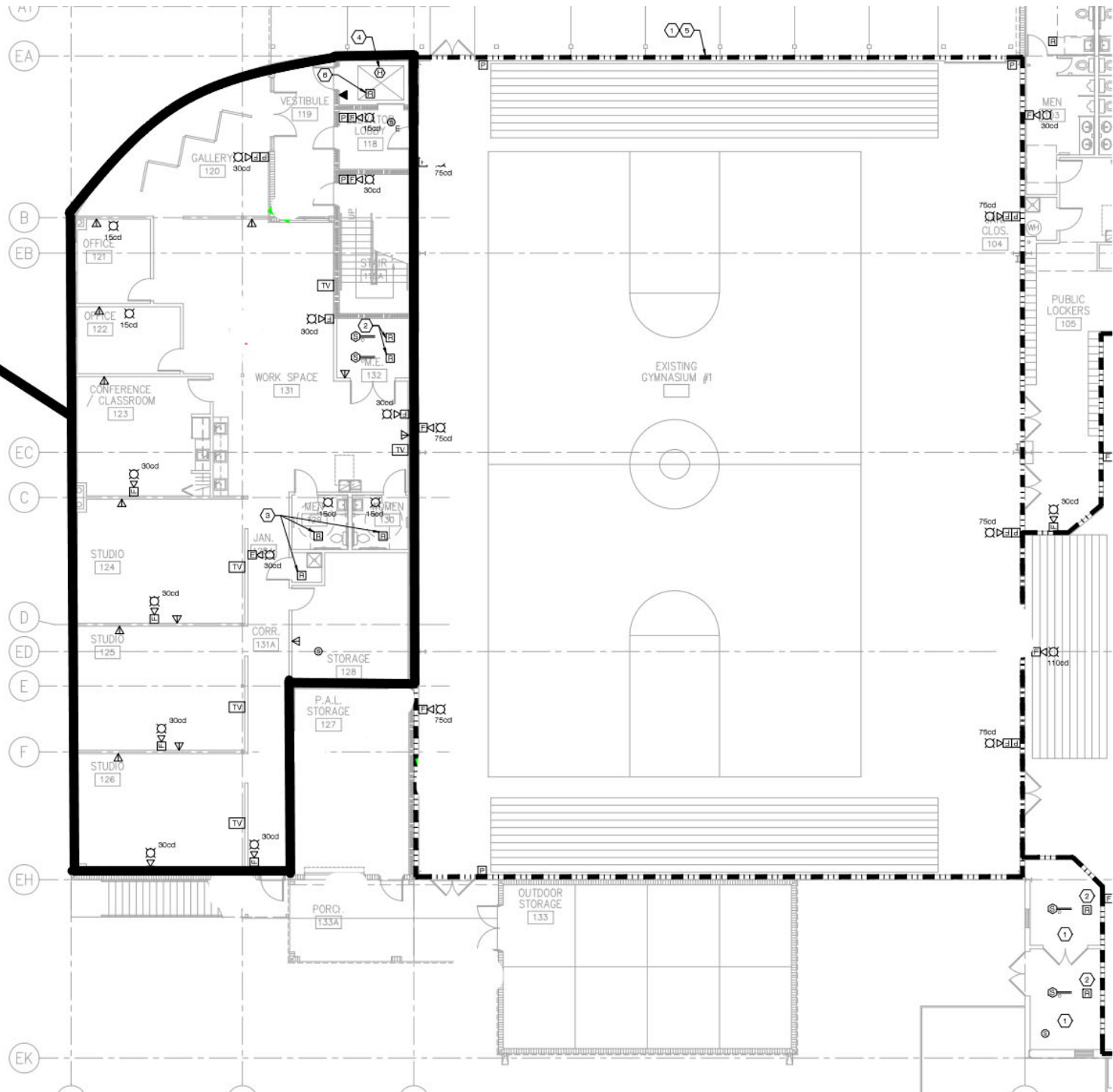
_____ and _____, the President and Executive Director, respectively, who personally appeared before me and are duly authorized to execute the foregoing instrument in their representative capacity on behalf of ArthHaus Foundation, Inc., a Florida non-profit corporation, and who [] are personally known to me, or [] have produced governmental agency issued identification.

Notary Public, State of Florida at Large
Printed Name, Commission, Seal
And Commission Expiration Date:



EXHIBIT "A"

ArtHaus
Portion of
The REC





CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/6/2022

SUBJECT: (B7c) Approval of Amendment No 4 and Extension with Scotty Boy Landscaping and Maintenance, LLC (CA6626) relating to Facility Landscape Maintenance Services

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Amendment No. 4 and Extension to the Standard Contract for Services (CA6626) with Scotty Boy Landscaping and Maintenance, LLC for a six-month extension and price increase and authorize Mayor and City Clerk to execute all necessary documents.

SUMMARY: On July 16, 2018, Council awarded a contract to Scotty Boy Landscaping and Maintenance, LLC pursuant to ITB #18-18, Facility Landscaping Services. The initial term of the contract was from August 2, 2018 to August 1, 2020 with the option to renew up to two, one-year terms upon agreement of the parties and approval by the City Manager.

The current term of this contract is October 1, 2021 through September 30, 2022. The City has exhausted all renewal options. Staff is currently working on new bid specifications and plans to bid this contract with some minor revisions and options for service. The service dates will begin in the winter months in the event there is any change in vendors.

In order to continue mowing the facilities, we have asked the vendor to approve a six-month extension. The vendor has agreed to our request but requires an increase due to labor expenses. The original contract was bid prior to voters passing the \$15 per hour law. This has significantly impacted the vendors' expenses. The current contract is for \$322,954.28. The vendor has requested an additional \$7,722.26 (2.4%), for a revised contract amount of \$330,676.54. The six-month extension will provide coverage until March 31, 2023.

PRESENTER: Lynn Stevens

ATTACHMENTS:

1.	Scotty Boy Landscaping and	Scotty Boy Landscaping and
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	Maintenance LLC Amendment No 4 and Extension	Maintenance LLC Amendment No 4 and Extension.pdf
2.	20220811_SCOTTY BOY LANDSCAPING AND MAINTENANCE, LLC	20220811_SCOTTY BOY LANDSCAPING AND MAINTENANCE, LLC.pdf
3.	EXECUTED Amend No 2 and Renewal Scotty Boy CA6626	EXECUTED Amend No 2 and Renewal Scotty Boy CA6626.pdf
4.	EXECUTED AMEND NO 3 AND RENEWAL CA6626 to 9 30 2022 Scotty Boy Landscaping facilities landscape	EXECUTED AMEND NO 3 AND RENEWAL CA6626 to 9 30 2022 Scotty Boy Landscaping facilities landscape.pdf
5.	EXECUTED Amend No1 Scottyboy Landscape CA6626	EXECUTED Amend No1 Scottyboy Landscape CA6626.pdf
6.	RECORDED BOND CONTINUATION 2020 TO 2021-BOND-63773861 Scotty Boy Facility Landscape Maint CA6626	RECORDED BOND CONTINUATION 2020 TO 2021-BOND-63773861 Scotty Boy Facility Landscape Maint CA6626.pdf
7.	SCOTTY BOY LANDSCAPING - CA6626 Facilities	SCOTTY BOY LANDSCAPING - CA6626 Facilities.pdf
8.	Scotty Boy COI	Scotty Boy COI.pdf
9.	Justification Memo - Scotty Boys Extension Request - Facilities CA6626	Justification Memo - Scotty Boys Extension Request - Facilities CA6626.pdf

Julia Wiggins	Created/Initiated - 8/11/2022
Kelly Klausky	Approved - 8/11/2022
Julia Wiggins	Approved - 8/11/2022
Tom DiEulio	Approved - 8/16/2022
Ronny Buttrum	Approved - 8/16/2022
Lynn Stevens	Approved - 8/16/2022
John McKinney	Approved - 8/19/2022
Matthew Jones	Approved - 8/24/2022
Wayne Clark	Approved - 8/24/2022
Robin Fenwick	Final Approval - 8/25/2022

**AMENDMENT NO. 4 AND SIX-MONTH EXTENSION
TO STANDARD CONTRACT FOR SERVICES DATED AUGUST 24, 2018**

THIS AMENDMENT NO. 4 AND SIX-MONTH EXTENSION ("2022 Amendment and Extension") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **SCOTTY BOY LANDSCAPING AND MAINTENANCE, LLC** ("Contractor"), a Florida limited liability corporation, whose principal address is 1303 Dexter Drive West, Port Orange, Florida 32129. The City and the Contractor are collectively referred to herein as the "Parties."

WHEREAS, on the 24th day of August 2018, Contractor entered into Contract ("Contract"), pursuant to Intent to Bid Number 18-18 ("ITB 18-18") City Facility Landscape Maintenance Services, for an initial term of two (2) years, subject to issuance of a bond for the first year and a continuation for the second year; and

WHEREAS, the Contract provides for two (2) one-year renewals upon written agreement of the Parties, and subject to issuance of bond continuation for each renewal period and review and approval by the City Manager; and

WHEREAS, on the 7th day of August 2018, the Port Orange City Council approved Contractor's reimbursement for a Combination Payment and Performance Bond that shall not exceed 2% of the total cost of the Contract; and

WHEREAS, on the 10th day of October 2018, the Parties executed Amendment No. 1, amending the contract to provide for Contractor reimbursement for a Combination Payment and Performance Bond that shall not exceed 2% of the total cost of the Contract; and

WHEREAS, on the 23rd day of October 2020, the Parties executed Renewal and Amendment No. 2, utilizing the first one-year renewal option for a period commencing on October 1, 2020 and continuing for a period of one-year, notwithstanding the date of execution, and amending the contract to increase the amount by \$1,463.00 from \$304,917.83 per fiscal year, to an amended amount not to exceed Three Hundred Six Thousand Three Hundred Eighty and 83/100 Dollars (\$306,380.83) each fiscal year, which does not exceed an increase of 10% which would constitute a change in scope; and

WHEREAS, on the 11th day of May 2021, the Parties executed Change Order No. 1 to revise Area #7, City Hall Access Rights of Way, to include the landscaped area at the corner of Dunlawton Avenue and City Center Parkway, and increase the Contract by an amount of \$1,675.00, amending the contract amount from \$306,380.83 to \$308,055.83; and

WHEREAS, on the 26th day of October 2022, the Parties executed the second and last one-year renewal option, notwithstanding the date of execution, to commence on October 1, 2021 and continue until September 30, 2022, and amend the Contract to increase the amount by \$14,898.45 a 15% increase in cost for mulch application, herbicide, pesticide and fertilizer applications, from \$308,055.83 to \$322,954.28; and

WHEREAS, the Parties desire to amend the Contract to allow for a six (6) month extension, notwithstanding the date of execution, to commence on October 1, 2022 and continue until March 31, 2023, allowing for revised bid specifications by the Department; and

WHEREAS, the Parties desire to amend the Contract to increase the amount by \$7,722.26 a 2.4% increase due to labor expenses, from \$322,954.28 to \$330,676.54; and

WHEREAS, the Port Orange City Mayor has determined that the execution of this 2022 Amendment and Extension is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

The foregoing recitals are true and correct and incorporated herein.

1. Term. The Term of this Contract as amended is hereby renewed. Notwithstanding the date of execution, the Contract shall renew on October 1, 2022 and continuing until March 31, 2023.

2. Amount of Contract Obligations. The City agrees to increase the Contract amount by \$7,722.26, a 2.4% increase due to labor expenses, from \$322,954.28 to \$330,676.54.

3. Counterparts. This 2022 Amendment and Extension may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this 2022 Amendment and Extension shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this 2022 Amendment and Extension.

4. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this 2022 Amendment and Extension on the day and year stated hereinafter.

Witnesses:

SCOTTY BOY LANDSCAPING AND MAINTENANCE, LLC

Printed Name: _____

By: _____

Stephanie E. Mims, Managing Member

If this Contract is signed by an individual not identified as officer or authorized person of the entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the entity.

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by Stephanie E. Mims, as Managing Member of Scotty Boy Landscaping and Maintenance, LLC, a Florida limited liability corporation. She is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida
*Printed, typed or stamped name, commission
and expiration:*

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by Donald O. Burnette, Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

By: _____
Robin L. Fenwick, MMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

SCOTTY BOY LANDSCAPING AND MAINTENANCE, LLC

July 20, 2022

Julia Wiggins
City of Port Orange
Business Manager

Re: ITB 18-18 Facilities Landscape Maintenance six (6) month extension

Dear Ms. Wiggins,

Scotty Boy Landscaping and Maintenance appreciates the opportunity to continue working with the City of Port Orange for City facility landscape maintenance services for an additional 6-month extension.

Regarding the contract extension, we would like to request an increase of 10% for mowing services, which would be a total increase of \$7,722.26 (\$551.59 x 14 mows through March 31, 2023).

We hope this adjustment is received with understanding and approved.

Thank you,

Scott Mims

Scotty Boy Landscaping and Maintenance LLC

SCOTTY BOY LANDSCAPING AND MAINTENANCE, LLC
LICENSED & INSURED

386-871-0290 | scottyboylandscaping@gmail.com | 1303 Dexter Dr. W, Port Orange, FL 32129

**RENEWAL AND AMENDMENT NO. 2
TO STANDARD CONTRACT FOR SERVICES DATED AUGUST 24, 2018**

THIS RENEWAL AND AMENDMENT NO. 2 ("Amendment") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **SCOTTY BOY LANDSCAPING AND MAINTENANCE, LLC** ("Contractor"), a Florida limited liability corporation, whose principal address is 1303 Dexter Drive West, Port Orange, Florida 32129. The City and the Contractor are collectively referred to herein as the "Parties."

WHEREAS, on the 24th day of August 2018, Contractor entered into Contract ("Contract"), pursuant to Intent to Bid Number 18-18 ("ITB 18-18") City Facility Landscape Maintenance Services, for an initial term of two (2) years, subject to issuance of a bond for the first year and a continuation for the second year; and

WHEREAS, the Contract provides for two (2) one-year renewals upon written agreement of the Parties, and subject to issuance of bond continuation for each renewal period and review and approval by the City Manager; and

WHEREAS, on the 7th day of August 2018, the Port Orange City Council approved Contractor's reimbursement for a Combination Payment and Performance Bond that shall not exceed 2% of the total cost of the Contract; and

WHEREAS, on the 10th day of October 2018, the Parties amended the contract to provide for Contractor reimbursement for a Combination Payment and Performance Bond that shall not exceed 2% of the total cost of the Contract; and

WHEREAS, the Parties desire to utilize the first of two (2) one-year renewals, notwithstanding the date of execution, shall commence on October 1, 2020 and continue for a period of one-year; and

WHEREAS, the Parties desire to amend the Contract to increase the amount by \$1,463.00 from \$304,917.83 per fiscal year, to an amended amount not to exceed Three Hundred Six Thousand Three Hundred Eighty and 83/100 Dollars (\$306,380.83) each fiscal year, which does not exceed an increase of 10% which would constitute a change in scope; and

WHEREAS, the Port Orange City Manager has determined that the execution of this Contract is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

The foregoing recitals are true and correct and incorporated herein.

1. Term. The Term of this Contract as amended is hereby renewed. Notwithstanding the date of execution, the Contract shall renew on October 1, 2020 and continue for a period of one-year.

2. Contract Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "1," in an amount not to exceed Three Hundred

Six Thousand Three Hundred Eighty and 83/100 Dollars (\$306,380.83) each fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

4. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Agreement on the day and year stated hereinafter.

Witnesses:

Kelly Klausky
Printed Name: Kelly Klausky

Kimberly Hall
Printed Name: Kimberly Hall

SCOTTY BOY LANDSCAPING AND MAINTENANCE, LLC

By: Stephanie Mims
Stephanie E. Mims, Managing Member

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

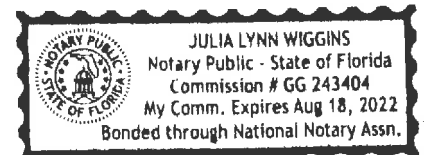
Date: 10/19/2020

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or _____ online notarization, this 19th day of October, 2020, by Stephanie E. Mims, as Managing Member of Scotty Boy Landscaping and Maintenance, LLC, a Florida limited liability corporation. She is _____ personally known or ☒ produced FIDC as identification.

#m520-785-76-864-0

Julia Lynn Wiggins
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



Witnesses:

CITY OF PORT ORANGE

Shelly Field
Printed Name: Shelly Field

By: Jamie L. Miller
Jamie L. Miller, Acting City Manager

Ruth E. Thayne
Printed Name: RUTH E. THAYNE

Date: 10-23-2020

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 23rd day of October, 2020, by Jamie L. Miller, Acting City Manager of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is X personally known or _____ produced _____ as identification.



Ruth E. Thayne
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:
RUTH E. THAYNE

Witnesses:

Shelly Field
Printed Name: Shelly Field



ATTEST:

By: Robin L. Fenwick
Robin L. Fenwick, MMC, City Clerk

Ruth E. Thayne
Printed Name: RUTH E. THAYNE

Date: 10/23/2020

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of X physical presence or _____ online notarization, this 23rd day of October, 2020, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is X personally known or _____ produced _____ as identification.



Ruth E. Thayne
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:
RUTH E. THAYNE

**AMENDMENT NO. 3 AND RENEWAL
TO STANDARD CONTRACT FOR SERVICES DATED AUGUST 24, 2018**

THIS AMENDMENT NO. 3 AND RENEWAL ("2022 Amendment No. 3 and Renewal") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **SCOTTY BOY LANDSCAPING AND MAINTENANCE, LLC** ("Contractor"), a Florida limited liability corporation, whose principal address is 1303 Dexter Drive West, Port Orange, Florida 32129. The City and the Contractor are collectively referred to herein as the "Parties."

WHEREAS, on the 24th day of August 2018, Contractor entered into Contract ("Contract"), pursuant to Intent to Bid Number 18-18 ("ITB 18-18") City Facility Landscape Maintenance Services, for an initial term of two (2) years, subject to issuance of a bond for the first year and a continuation for the second year; and

WHEREAS, the Contract provides for two (2) one-year renewals upon written agreement of the Parties, and subject to issuance of bond continuation for each renewal period and review and approval by the City Manager; and

WHEREAS, on the 7th day of August 2018, the Port Orange City Council approved Contractor's reimbursement for a Combination Payment and Performance Bond that shall not exceed 2% of the total cost of the Contract; and

WHEREAS, on the 10th day of October 2018, the Parties executed Amendment No. 1, amending the contract to provide for Contractor reimbursement for a Combination Payment and Performance Bond that shall not exceed 2% of the total cost of the Contract; and

WHEREAS, on the 23rd day of October 2020, the Parties executed Renewal and Amendment No. 2, utilizing the first one-year renewal option for a period commencing on October 1, 2020 and continuing for a period of one-year, notwithstanding the date of execution, and amending the contract to increase the amount by \$1,463.00 from \$304,917.83 per fiscal year, to an amended amount not to exceed Three Hundred Six Thousand Three Hundred Eighty and 83/100 Dollars (\$306,380.83) each fiscal year, which does not exceed an increase of 10% which would constitute a change in scope; and

WHEREAS, on the 11th day of May 2021, the Parties executed Change Order No. 1 to revise Area #7, City Hall Access Rights of Way, to include the landscaped area at the corner of Dunlawton Avenue and City Center Parkway, and increase the Contract by an amount of \$1,675.00, amending the contract amount from \$306,380.83 to \$308,055.83, which does not exceed an increase of 10% which would constitute a change in scope; and

WHEREAS, the Parties desire to utilize the second and last one-year renewal option, notwithstanding the date of execution, to commence on October 1, 2021 and continue until September 30, 2022; and

WHEREAS, the Parties desire to amend the Contract to increase the amount by \$14,898.45 for mulch application, herbicide, pesticide and fertilizer applications, from \$308,055.83 to \$322,954.28; and

WHEREAS, the Port Orange City Manager has determined that the execution of this Contract is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

The foregoing recitals are true and correct and incorporated herein.

1. Term. The Term of this Contract as amended is hereby renewed. Notwithstanding the date of execution, the Contract shall renew on October 1, 2021 and continuing until September 30, 2022.

2. Amount of Contract Obligations. The City agrees to increase the Contract amount by \$14,898.45 for mulch application, herbicide, pesticide, and fertilizer applications, from \$308,055.83 to \$322,954.28.

3. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

4. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Agreement on the day and year stated hereinafter.

Witnesses:

SCOTTY BOY LANDSCAPING AND MAINTENANCE, LLC

By: Stephanie E. Mims
Stephanie E. Mims, Managing Member

If this Contract is signed by an individual not identified as officer or authorized person of the entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the entity.

Printed Name: _____

Date: 10/12/2021

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this 12th day of October, 2021, by Stephanie E. Mims, as Managing Member of Scotty Boy Landscaping and Maintenance, LLC, a Florida limited liability corporation. She is ____ personally known or ☒ produced M520-785-76-864 as identification.



Sandra A. Largent
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

Cynthia K Betts
Printed Name: Cynthia K. Betts

Lorie Harris
Printed Name: Lorie Harris

CITY OF PORT ORANGE

By: [Signature]
Wayne Clark, City Manager

Date: 10/26/2021

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or _____ online notarization, this 26 day of October, 2021, by Wayne Miller, City Manager of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ☒ personally known or _____ produced _____ as identification.


LORIE HARRIS
Commission # HH 140839
Expires June 10, 2025
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Lorie Harris

Witnesses:

Cynthia K Betts
Printed Name: Cynthia K. Betts

Lorie Harris
Printed Name: Lorie Harris

ATTEST:

By: [Signature]
Robin L. Fenwick, MMC, City Clerk

Date: 10/26/2021

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or _____ online notarization, this 26 day of October, 2021, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ☒ personally known or _____ produced _____ as identification.


LORIE HARRIS
Commission # HH 140839
Expires June 10, 2025
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Lorie Harris

AMENDMENT NO. 1 TO STANDARD CONTRACT FOR SERVICES DATED AUGUST 24, 2018

THIS AMENDMENT NO. 1 ("Amendment") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **SCOTTY BOY LANDSCAPING AND MAINTENANCE, LLC** ("Contractor"), a Florida limited liability corporation, whose principal address is 1303 Dexter Drive West, Port Orange, Florida 32129. The City and the Contractor are collectively referred to herein as the "Parties."

WHEREAS, on the 24th day of August 2018, Contractor entered into Contract, pursuant to Intent to Bid Number 18-18 ("ITB 18-18") City Facility Landscape Maintenance Services, for an initial term of two (2) years, subject to issuance of a bond for the first year and a continuation for the second year; and

WHEREAS, the Contract provides for two (2) one-year renewals upon written agreement of the Parties, and subject to issuance of bond continuation for each renewal period and review and approval by the City Manager; and

WHEREAS, on the 7th day of August 2018, the Port Orange City Council approved Contractor's reimbursement for a Combination Payment and Performance Bond that shall not exceed 2% of the total cost of the Contract; and

WHEREAS, the Parties desire to amend the contract provide for Contractor reimbursement for a Combination Payment and Performance Bond that shall not exceed 2% of the total cost of the Contract; and

WHEREAS, the Port Orange City Council has determined that the execution of this Contract is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Contract Documents. The Combination Payment and Performance Bond shall be at the City's expense, not to exceed \$6,100.00 annually.

2. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

3. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Agreement on the day and year stated hereinafter.

Witnesses:

Sophie Zuppe
Printed Name: Sophie Zuppe

Kimberlee H. Everson
Printed Name: Kimberlee Everson

SCOTTY BOY LANDSCAPING AND MAINTENANCE, LLC

By: Stephanie E. Mims
Stephanie E. Mims, Managing Member

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

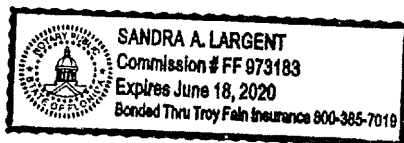
Date: 10/5/18

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 5th day of October, 2018, by Stephanie E. Mims, as Managing Member of Scotty Boy Landscaping and Maintenance, LLC, a Florida limited liability corporation, and who:

[Notary: Please select one]

☒ is personally known to me; or
☐ has produced _____ as identification.



Sandra A. Largent
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Cynthia K. Rivera
Printed Name: Cynthia K. Rivera

By: M.H. Johansson
M.H. Johansson, City Manager

Savannah Sharp
Printed Name: Savannah Sharp

Date: 10.10.18

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 10 day of Oct., 2018, by M.H. Johansson, as City Manager of the City of Port Orange, a Florida municipal corporation, on behalf of the City, and who is personally known to me.



SAVANNAH SHARP
Commission # GG 263616
Expires October 1, 2022
Bonded Thru Budget Notary Services

Savannah Sharp
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Savannah Sharp
Printed Name: Savannah Sharp

By: Robin L. Fenwick
Robin L. Fenwick, CMC, City Clerk

Deanna Massey
Printed Name: Deanna Massey

Date: 10/10/18

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 10 day of Oct., 2018, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the City, and who is personally known to me.



SAVANNAH SHARP
Commission # GG 263616
Expires October 1, 2022
Bonded Thru Budget Notary Services

Savannah Sharp
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

CERTIFICATE FOR FILING IN PUBLIC RECORDS**CERTIFIED COPY OF BOND CONTINUATION CERTIFICATE (BOND)**

(Public Works)

In Compliance with Section 255.05(1)(a) Florida Statutes

Bond No. 63773861 as recorded in book 7596, page 2673 of the Official Public Records of Volusia County

The Owner, **CITY OF PORT ORANGE, FLORIDA**, by and through its undersigned representative, does hereby certify that the attached:**Bond No. 63773861 Continuation Certificate**

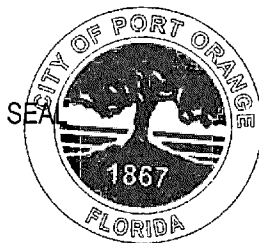
is a true and correct copy of the fully executed Bond Continuation Certificate delivered to:

THE CITY OF PORT ORANGE, FLORIDA

pursuant to Section 255.05, Florida Statutes; as City Clerk of the City of Port Orange, Florida, I hereby certify that the attached Bond Continuation Certificate is a true and correct copy of the records of the City of Port Orange and; and Owner's interest in the subject property held in trust for the public, for the public project known as:

CITY OF PORT ORANGE ITB 18-18 LANDSCAPING AND LAWN MAINTENANCE WITH SCOTTY BOY LANDSCAPING AND MAINTENANCE, LLC

located in Port Orange, Volusia County, Florida, and identified by the City of Port Orange as Case No. CA6626.

All claimants are called upon to take notice of the notice requirements and time limitations prescribed by Sections 255.05(2), (8) and (10), Florida Statutes.

City of Port Orange:

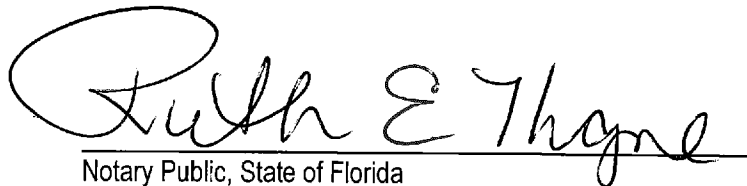
By: 

Robin L. Fenwick, MMC, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIAThe foregoing Certificate for filing was acknowledged before me this 9th day of September, 2020, by Robin L. Fenwick, MMC, as City Clerk of the City of Port Orange, Florida, the Owner named in the attached **Bond Continuation Certificate No. 63773861**.

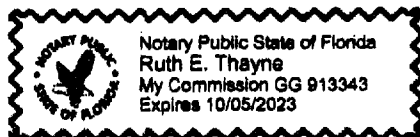
Notary, please check one:

- ☒ Physical presence
☐ Online Notarization
☐ Personally known to me
☐ Produced identification



Notary Public, State of Florida

Printed Name, Commission & Term Expiration Date:



RUTH E. THAYNE

(Capital Projects)
[MTR/sal 03-13-2015]

Western Surety Company

CONTINUATION CERTIFICATE

WESTERN SURETY COMPANY

hereby continues in force Bond No. 63773861 briefly described
as Landscaping and Lawn Maintenance

for Scotty Boy Landscaping & Maintenance LLC

_____, as Principal,
City of Port Orange, as Obligee,

in the sum of Three Hundred Six Thousand Four Hundred Thirty and 83/100 Dollars, for the term

beginning August 27, 2020, and ending August 27, 2021,

subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of _____

WESTERN SURETY COMPANY

under said Bond and this and all continuations thereof shall not be cumulative and shall in no event
exceed the total sum above written.

Dated this 24th day of August, 2020.



Scotty Boy Landscaping & Maintenance LLC

By

T. Scott Minin

WESTERN SURETY COMPANY

By

Paul T. Bruhat

Paul T. Bruhat, Vice President

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

Form

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 63773861

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Paul T. Bruflat

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

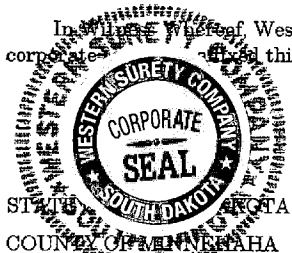
Principal: Scotty Boy Landscaping & Maintenance LLCObligee: City of Port OrangeAmount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 63773861 is not issued on or before midnight of August 27, 2021, all authority conferred in this Power of Attorney shall expire and terminate.

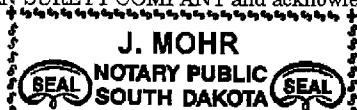
In witness whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its Secretary, J. Mohr, on this 24th day of August, 2020.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

On this 24th day of August, in the year 2020, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 24th day of August, 2020.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 63773861

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Paul T. Bruflat

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Scotty Boy Landscaping & Maintenance LLCObligee: City of Port OrangeAmount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 63773861 is not issued on or before midnight of August 27, 2021, all authority conferred in this Power of Attorney shall expire and terminate.

In witness whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its Secretary, J. Mohr, on this 24th day of August, 2020.

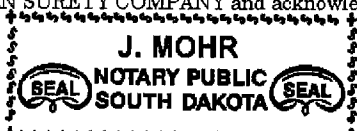


WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On this 24th day of August, in the year 2020, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 24th day of August, 2020.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



FL

Western Surety Company

RIDER INCREASING OR DECREASING PENALTY OF BOND

To be attached to and form part of Landscaping and Lawn Maintenance
(Description of Bond)

Bond No. 63773861 issued on behalf of Scotty Boy Landscaping & Maintenance LLC
as principal in favor of City of Port Orange

Obligee.

WESTERN SURETY COMPANY, (hereinafter called the Company) hereby increases
the penalty from Three Hundred Four Thousand Nine Hundred
Seventeen and 83/100 DOLLARS (\$304,917.83),
to Three Hundred Six Thousand Four Hundred Thirty and
83/100 DOLLARS (\$306,430.83),

subject to the covenants and conditions of said bond, except as herein stated.

This rider becomes effective on the 27th day of August, 2020, at
twelve and one minute o'clock AM standard time.

Signed and dated this 24th day of August, 2020.



Scotty Boy Landscaping & Maintenance
LLC

Principal

By T. Scotty Quinn

ACCEPTED

WESTERN SURETY COMPANY

By Paul T. Buflat

Paul T. Buflat, Vice President

City of Port Orange
Obligee

By [Signature]

By [Signature]





CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this **24th day of August, 2018**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **SCOTTY BOY LANDSCAPING AND MAINTENANCE, LLC** ("Contractor"), a Florida limited liability corporation, whose principal address is 1303 Dexter Drive West, Port Orange, Florida 32129. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide the City of Port Orange with City Facility Landscape Maintenance Services, as more specially described in Intent to Bid No. 18-18 ("ITB 18-18"), all Addendums, and Contractor's proposal, attached hereto as Exhibit "1." Complete copies of the ITB 18-18 may be obtained from the Office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129.

(b) The time, manner and place for performance of such services shall be:

Term: The initial term of this Contract shall commence upon issuance of a written Notice to Proceed and continue for a period of two (2) years (the "Initial Term"), subject to issuance of a bond continuation for the second year.

Renewals: Upon written agreement of the Parties this Contract may be renewed for two (2) one-year renewals, subject to issuance of a bond continuation for each renewal period and review and approval by the City Manager.

Manner and Place: The work shall be performed as outlined in Exhibit "1" and in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a written Purchase Order issued and executed by the City. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "1," in an amount not to exceed Three Hundred Four Thousand Nine Hundred Seventeen and 83/100 Dollars (\$304,917.83), per fiscal year. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents The following forms are attached as Exhibit "2" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

- a. Front Page for Bond (F.S. § 255.05)
- b. Combination Payment and Performance Bond (F.S. §255.05)

4. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. Contract Administration. The Public Work & Utilities Director, Lynn Stevens, shall perform contract administration of this Contract. The City may change the contract administration, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

6. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

- (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 21 of this contract concerning disputes.

7. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

8. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

9. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

10. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(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 Section 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 for the duration of the Contract term.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor 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.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506-5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG

11. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

12. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	<u>Limits:</u> Auto Liability Bodily Injury: \$200,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage

Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000 minimum.	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$ <u>1,000,000.00.</u>	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000.00 minimum.	
☒	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	Department Head waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, Department Head waives Insurance for work described as follows: (check at least one) ☐ under \$25,000.00 ☐ including goods F.O.B. the place of destination		

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

(a) **Change Orders.** The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. **Sovereign Immunity.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. **Warranties.** Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. **Additional Warranties.** Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. **Additional Bond Security** If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

19. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

20. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. E-Verify. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall expressly require any subcontractor performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.

23. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, CMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

24. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

25. Controlling Law. **THIS CONTRACT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE CONTRACT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

26. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

27. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

28. Notice. For purposes of this Contract, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Lynn Stevens, Public Works & Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: Scotty Boy Landscaping and Maintenance, LLC
Stephanie E. Mims, Managing Member
1303 Dexter Drive West
Port Orange, FL 32129
(386) 871-0290 – Telephone
scottyboylandscaping@gmail.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

29. Contract Construction

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Contract shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Contract.

30. Authority to Sign. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

[Remainder of this page intentionally left blank]

Witnesses:

SCOTTY BOY LANDSCAPING AND MAINTENANCE, LLC

By: Stephanie E. Mims

Stephanie E. Mims, Managing Member

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: 8/29/18

Julie Gunnlaugsson
Printed Name: Julie Gunnlaugsson

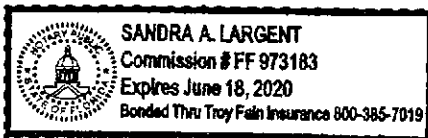
Tracy M. London
Printed Name: Tracy M. London

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 29th day of August, 2018, by Stephanie E. Mims, as Managing Member of Scotty Boy Landscaping and Maintenance, LLC, a Florida limited liability corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or
☒ has produced A1520-785-76-864-0 as identification.



Sandra A. Largent
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

D. Massey
Printed Name: Deanna Massey

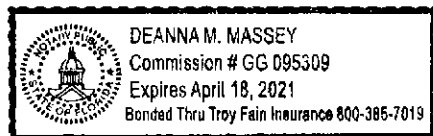
By: [Signature]
Donald O. Burnette, Mayor

[Signature]
Printed Name: Savannah Sharp

Date: 8/24/18

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 24 day of August, 2018, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



D. Massey
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Cynthia K Rivera
Printed Name: Cynthia K. Rivera

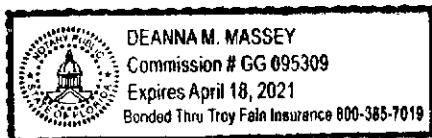
By: [Signature]
Alan Rosen, as Acting City Clerk

D. Massey
Printed Name: Deanna Massey

Date: 8/24/18

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 24 day of August, 2018, by Alan Rosen, as Acting City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



D. Massey
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

ATTACHMENT 1 - SCHEDULE OF UNIT PRICING BID FORM

CITY FACILITY LANDSCAPE MAINTENANCE SERVICES

311 4th Poplpy Sq Bldg — 2nd fl 1000px=1000

Completed Attachment 1 forms must be included with our submission. Instruction to save Attachment from website: Perform "File Save As" and save spreadsheet to your computer.

...in pricing in highlighted cells, preferably electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated. Put in pricing in highlighted cells, preferably electronically.

NAME OF BUSINESS:
CONTACT PERSON:
EMAIL ADDRESS:
AUTHORIZED

a. Country/Region: United States of America
 b. Post Office: Minnis
 c. Post Office: Minnis
 d. Post Office: Minnis
 e. Post Office: Minnis
 f. Post Office: Minnis
 g. Post Office: Minnis
 h. Post Office: Minnis
 i. Post Office: Minnis
 j. Post Office: Minnis
 k. Post Office: Minnis
 l. Post Office: Minnis
 m. Post Office: Minnis
 n. Post Office: Minnis
 o. Post Office: Minnis
 p. Post Office: Minnis
 q. Post Office: Minnis
 r. Post Office: Minnis
 s. Post Office: Minnis
 t. Post Office: Minnis
 u. Post Office: Minnis
 v. Post Office: Minnis
 w. Post Office: Minnis
 x. Post Office: Minnis
 y. Post Office: Minnis
 z. Post Office: Minnis

FACILITIES MAINTENANCE LEVELS

[illegible]

When viewed in its entirety due to the fact that the Council would not be able to make a decision on the matter, the Council would not be able to make a decision on the matter.

100

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

See Specifications for Deep Cleaning definition.

SECTION 3 – SCOPE OF WORK

STATEMENT OF RESPONSIBILITIES: The Contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures and all incidentals necessary to provide and perform grounds maintenance services at City facilities/buildings as described herein. Please indicate the number of vehicles and personnel the company will dedicate to the project on the supplied equipment list form.

MAINTENANCE CLASSES: Because each location requires different levels of service, three classifications of service have been developed. Each classification and number of service visits are listed in the Attachment 1. Bid form.

Each class provides a general representation of the frequency of turf grass mowings /cuts and other landscape related maintenance tasks. Debris cleanup, edging, blowing, string trimming, weeding, removing or adjusting tree stake kits, and other tasks must be performed with each scheduled visit.

Please note, while the City has provided the square footage and acre measurements on each area covered under this contract, these measurements are APPROXIMATE only. Contractor awarded bid shall be responsible for all maintenance required in each respective area. The non-mandatory pre-bid meeting will include site visits to each area. It is highly recommended that each bidder attends the non-mandatory meeting. Maps showing each area to be serviced are included in the link at the bottom of this scope.

Class "A" Maintenance - Number of Site Visits: A total of thirty-nine (39) maintenance visits shall be provided each calendar year. During the peak growing season (April 1 through October 31) each class "A" location shall be serviced weekly (29 visits). The remaining months each location will be serviced twice per month (10 visits.)

Class "B" Maintenance – Number of Site Visits: A total of thirty-six (36) maintenance visits shall be provided each calendar year. During the peak growing season (April 1 through October 31) each class "B" location shall be serviced twenty-six (26) times. The remaining months each location will be serviced twice per month (10 visits).

Class "C" Maintenance-Number of Site Visits: A total of thirty-two (32) maintenance visits shall be provided each calendar year. During the peak growing season (April 1 through October 31) each class "C" location shall be serviced twenty-three (23) times. The remaining months each location will be serviced twice per month (9 visits).

Because the growing season can be unpredictable, the City reserves the right to require additional site services upon request. The City understands that this additional service would be at the City's expense. The price for additional service will be consistent with this contract price for the service class level and location.

Minimum Level of Service Required for Each Site:

TRASH / DEBRIS CLEANUP: The Contractor shall be responsible for removing all litter and debris prior to mowing, regardless of its source or the size, from all turf grass areas, parking areas, sidewalks, mulch landscape areas, and shorelines. This includes, but is not limited to; excessive leaves, acorns, blooms, paper, bottles, cans, palm fronds and tree limbs from all sites covered in this bid document. The Contractor is responsible for disposal of trash and debris in accordance with all federal, state, and local laws, rules and regulations.

DEEP CLEANING: In addition to the regularly scheduled maintenance, the below-listed areas will receive a deep cleaning once (1) per month between February 1st and May 31st, not to exceed 4 cleanings. Deep cleaning must be performed during weekend hours (7 a.m. to 7 p.m. on Saturday, 10 a.m. to 6 p.m. on Sunday). The City will determine the service dates so cleaning does not interfere with community events. Deep cleaning includes ALL leaves, sticks, branches, etc. to be picked up and removed from designated areas. See below description.

- City Hall Building- Sidewalk around the pond, ALL turf areas, ALL parking lots (excluding Volusia County's Library parking areas), plant beds, A, pedestrian tunnel, and stairs.
- City Hall Rights of Way- All turf areas, all roadside gutters/catch basins along City Center corridors (Drive, Circle, Parkway, and Boulevard).
- Fire Station 73 – Parking Lot, ALL turf areas, and plant beds.
- City Hall Annex - Parking Lot, ALL turf areas, and plant beds.

MOWING OF TURF GRASS AREAS: All turf grass areas within specified facilities, parks, rights-of-way (medians and shoulders) including adjacent curb gutters shall be cleaned of all trash and/or debris prior to mowing. Mowing of trash and debris to shred into smaller pieces is not allowed.

All turf grass areas shall be mowed as specified in this document. The grass shall not be cut so low as to damage or stress the grass and shall not be allowed to reach a height of six (6) inches or more unless otherwise requested by the City. The minimum turf grass mowing heights shall be as follows:

- St. Augustine – 2.5 inches
- Argentine Bahia – 3 inches

Areas, where large mowers are impractical, shall be serviced using small push mowers or string trimmers. Examples include but not limited to the narrow median tips along Dunlawton Avenue, US1 (Ridgewood Avenue) and Nova Road. Mowing of wet turf grass shall be avoided unless permission is authorized by the City. The Contractor shall leave surrounding areas in a clean condition free of accumulated debris, including but not limited to grass clippings, after each mowing. Large clumps of clippings will be distributed by mechanical blowing or collected and removed. Materials removed from grounds shall be disposed of off-site by the Contractor in a lawful manner.

EDGING OF TURF GRASS: The contractor shall edge all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, fences, plant beds and tree wells, so that no grass, ground covers or weeds are left extending beyond or over the surface being edged. This includes edging between adjoining beds of dissimilar ground cover types. Edging should not be more than 3 inches from the mulch of plant beds and tree wells. Chemical edging of plant beds and tree wells is not permitted. Contractor shall leave surrounding areas in a clean condition free of accumulated debris, including but not limited to grass, after edging.

STRING TRIMMING OF TURF GRASS: Final string trimming around permanent objects such as metal posts and concrete curbing shall be accomplished with suitable mechanical equipment and at the same cutting heights as the rest of the turf areas. String trimming around tree trunks with mechanical devices is prohibited. Non-mechanical means must be utilized where string trimming may damage wooden posts, decorative light poles or other City property. Ponds/lakes MUST be string trimmed to the water line.

BLOWING OF DEBRIS AND TURF GRASS CUTTINGS: The Contractor shall blow all appropriate surfaces with suitable mechanical equipment including but not limited to roadways, driveways, curbs, parking areas, walkways, turf grass areas, plant beds and tree wells as required to leave the area clean

and free of debris. Grass clippings and other organic debris shall not be blown into the roadway, ponds, lakes, or storm drains.

ENCROACHMENT: Sites will be marked with stakes to identify required maintenance area. The contractor will be responsible to maintain the pushback of the bushes, weeds, wood lines, etc. that could be considered "encroachment" to said stakes.

ADJUSTING AND REMOVING TREE STAKE KITS: The Contractor is required to maintain all newly planted trees in a straight vertical position by adjusting tree stake kits as needed. The contractor shall also be responsible to completely remove all stake kits approximately six (6) months to one (1) year after initial planting. The contractor shall notify the City representative to advise of a defective stake kit for immediate replacement.

PRUNING OF ORNAMENTAL SHRUBS AND GROUNDCOVERS: Contractor shall prune and shape all ornamental shrubs and ground cover to maintain the natural form of the plant material and maintain its growth within the limitations of the plant bed, to eliminate damaged or diseased wood, and to provide sight distance requirements. Pruning shall be performed monthly or as needed.

All pruning shall be performed in accordance with the latest approved ANSI-A300 pruning standards.

CREPE MYRTLE TREES: Crepe Myrtle trees shall not be pruned, cut back, or tipped. However, at each visit, the Contractor shall be responsible to remove all crisscross, dead, or broken branches. The Contractor shall remove all sucker growth between the root ball and bottom of the tree canopy to maintain a minimum clear trunk height of 7 feet 6 inches where applicable.

TREES: The contractor shall maintain all trees trimmed and lifted to 7 feet 6 inches where applicable and trim young trees to promote healthy growth patterns. All unwanted growth should be removed at each scheduled site visit to include but NOT limited to sucker branches, moss, ferns, and vines.

WEEDING OF LANDSCAPE PLANTING BEDS: Weeds, grasses, and other unwanted plant growth shall be removed from all mulched planting areas by hand pulling to remove the entire root system or by herbicide spraying to effectively kill the entire root system. Herbicide shall not be applied in close proximity to existing ornamental shrubs, groundcovers or near the root system of any palm tree, with no exceptions. Herbicides shall not be applied on windy days as the drift will likely kill untargeted plant materials or turf grasses. Use of Herbicides shall be performed per manufacturer's recommendations. The contractor shall remove subsequent dead plant material as needed. Weeding of all planting beds shall take place during each and every scheduled service to ensure the overall aesthetics of the landscape is not adversely affected by weed growth. This includes but not limited to pavement, curbs, gutters, concrete medians, sidewalk joints, driveway joints, driveway aprons, mulch beds, rock beds, etc.

- **HERBICIDES:** Herbicide(s) shall be used only with the prior written approval of the City and only in those areas authorized by the City. Pre-emergence herbicide shall be applied for control of winter annual weeds and herbicide shall be applied when night-time temperatures drop to fifty-five to sixty degrees Fahrenheit for several consecutive days from late October 20th to early November 7th. Contractor shall be responsible for the identification of weeds and recommendations of appropriate selective herbicides. Selective herbicides shall be used to manage weed outbreaks throughout the growing season. All herbicide applicators must be licensed by the State of Florida to apply herbicides, and a copy of the State license shall be provided to the City.

REMOVING DEAD PLANT MATERIAL: The contractor shall remove and dispose of all dead ornamental trees, shrubs, and ground cover during each scheduled visit. The contractor is responsible to notify the City to determine if a replacement is necessary. The City will determine type/size of replacement. The contractor is only responsible to remove dead ornamental plants as directed by the City.

FERTILIZATION, DISEASE AND INSECT CONTROLS: All landscaped areas shall be treated as outlined below to maintain all trees, palms, shrubs, groundcovers, and turf grass in good, healthy appearance and color. An application schedule along with the specified products must be submitted and approved by the City prior to applications.

- **TURF GRASS FERTILIZATION:** St. Augustine turf grass and Argentine Bahia grass shall receive two (2) pounds of nitrogen per 1,000 square feet during the growing season. Turf grass shall be fertilized two (2) times per year and no more than one (1) pound of nitrogen per 1,000 square feet shall be applied during each scheduled visit. In addition, a complete fertilizer shall be granular in composition and contain thirty to fifty percent (30% - 50%) or more of the nitrogen in a slow-release form. The ratio of nitrogen to potash shall be 1:1 or 2:1. A complete fertilizer shall be applied twice per year in March and October.
- **PALM TREE FERTILIZATION:** All mature palms in the landscape shall receive a complete granular fertilizer formulated for palms ("palm special") two (2) times per year at a rate of eight (8) pounds per application. Fertilizer shall be applied in March and October. Fertilizer shall be broadcast under the canopy of the palm but not up against the trunk where newly emerging roots may be injured.
- **SHRUB AND GROUNDCOVER FERTILIZATION:** All shrubs and ground covers plantings shall be fertilized one (1) time per year in March with a heavy application of a balanced, slow release fertilizer. Each planting bed shall receive one (1) pound of nitrogen per 1,000 square feet of bed area. The mulch is to be pulled back and the fertilizer shall be applied directly near the root ball of each plant. Broadcasting fertilizer on top of mulch is not allowed unless approved by the City.
- **DISEASE & INSECT CONTROL:** The Contractor shall be responsible for the immediate control and identification of any insect or disease-causing organisms that may arise in any landscape area. Root drench and bud drench all Medjool Palms with City approved fungicide/insecticide at the rate recommended by the manufacturer up to two (2) times per year. Upon confirmation of a specific problem requiring treatment, pesticides shall be applied as needed on a spot treatment basis, whenever possible using the least toxic, effective pesticide. All applications of pesticides and fertilization shall be performed when temperatures are below 90 degrees and wind drift is negligible. All applicators shall have a State licensed, certified, operator on staff or use a City approved subcontractor that is licensed and certified for pest control.

Records shall be kept on pests identified and treatment(s) rendered for control, shall be submitted to the City. All service costs related to pest control are to be included in the "total cost", as listed in the Bid Schedule. The Contractor or subcontractor shall be in strict accordance with all state and local regulations concerning licensing and safety requirements and be registered with the City of Port Orange.

LANDSCAPE MULCHING: All mulched areas shall be replenished once a year between the winter months of November to March. The Contractor shall remove all existing/old mulch and properly prepare all planting beds by cutting new bed edges, adjusting tree ring sizes, digging new edges along concrete curbs and sidewalks, and removing all weeds and dead plant materials prior to top coating mulch areas with the same type of mulch. Mulch for plant beds should not span more than a foot from the edge of existing plants unless specified by the City inspector/representative. Areas **MUST** be inspected by City Inspector/representative before new mulch is installed. The depth of mulch shall be a minimum of 3 inches and a maximum of 4 inches. The City inspector/representative decides the type of mulch to be replenished per site.

IRRIGATION SYSTEMS: The Contractor will use caution around sprinkler heads to minimize damage. The contractor shall be required to repair/replace any irrigation parts that are damaged during contractor activities. The City will be responsible for the costs to replace any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. All non-functional irrigation heads shall be reported to the City after each mow.

EROSION: If there is noticeable erosion at any site the Contractor shall immediately notify the City of its location. The Contractor shall be responsible for any erosion damage caused by contractor's equipment or performance of duties.

EQUIPMENT: The Contractor shall have on hand at all times and in good working order such equipment to permit the Contractor to adequately and efficiently perform its contractual duties. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. All equipment shall be cleaned of any debris after each site use and prior to moving to another site to prevent transfer of unwanted weeds, grasses, and/or fungus.

All vehicles shall have the name of the Contractor, business telephone number and the vehicle identification number not less than three (3) inches high on each side of the vehicle. The contractor may also place its corporate logo on the vehicles. No offensive or political stickers shall be affixed to any equipment utilized on City property. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties and shall keep the list current.

All equipment shall be kept in good safe operating condition with sharp blades and no leaking of oil and gasoline.

EQUIPMENT STORAGE: The Contractor shall be responsible for storing all equipment and supplies off-site. The City will not provide any storage space for the Contractor.

EQUIPMENT FUELING AND LUBRICATING: Mowers and power equipment shall be fueled and lubricated using proper tools and equipment. Any fuel or oil spills are the sole responsibility of the Contractor to clean up and/or remove at the Contractor's expense. Any damage to median plant material by such fuel or oil spills shall be replaced within three (3) days by Contractor at the Contractor's expense.

CONTRACTOR SCHEDULE: The Contractor shall submit a calendar schedule of all work, including a fertilizer timetable, specifying fertilizer manufacturer and formulary, to be performed for one (1) year. A copy of the yearly calendar shall be submitted to the City. The Contractor shall update the schedule on a monthly basis as needed. The use of noise making equipment is

restricted to the hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday and from 10:00 a.m. to 6:00 p.m. on Sundays.

FREEZE DAMAGE: Any freeze-damaged plant material shall have dead growth removed as soon as it is deemed safe by the Contractor through appropriate means.

REPLACEMENT OF PLANT MATERIALS: The City will be responsible to replace all plant materials that are frozen, stolen, vandalized, or otherwise destroyed by unforeseen or unpreventable circumstances. However, if the City determines that the poor condition of plant materials is due to improper maintenance, the Contractor shall be responsible for replacing such plant material at the Contractor's sole expense. The City shall be notified of plants or areas in distress. These areas need to be evaluated for a plan of action and monitored by Contractor. No dead plant material shall remain in landscaping. All replacements shall be done within one (1) week of notification. The City inspector/representative shall approve all plant replacements, sizes and specifications.

TRAFFIC REGULATION: The Contractor shall conform to Florida Department of Transportation Manual on Traffic Controls and Safe Practices for street and highway construction, maintenance, and utility operations. The Contractor shall provide and maintain adequate barricades, construction signs, flashers, guards, and flaggers as required on pedestrian and vehicular traffic areas. Lane closure to traffic is not permitted. Upon completion of work, the contractor shall remove all debris, excess materials and barricades leaving medians and roadways clear of all obstructions.

SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT): During mowing/maintenance operations, "MOWING" or "CAUTION MOWING OPERATIONS" signs must be placed on or near affected walkways and other traffic areas. All highway equipment used on right-of-way's must be properly signed and equipped with working safety lights. The Contractor is responsible for being in compliance with all FDOT and OSHA rules and regulations at all times. Within DOT rights-of-way, Maintenance of Traffic Plan (MOT) shall be prepared and implemented by the Contractor when required. All work shall be performed according to FDOT safety and signage recommendations as outlined in their Utility Accommodation Guide, Document Number 710-020-001-b.

EXTRAORDINARY OCCURRENCES: It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person to perform work herein provided, where such stoppages or delays resulting from inclement weather, drought or excessive rain, acts of God, fire, or any other cause not within the control of the City and/or the Contractor.

CONTRACT PERFORMANCE: It is the intent of the City to ensure that the Contractor provides a quality level of landscape and ground maintenance services. All complaints will be reported to, and promptly resolved by the Contractor. The Contractor shall have twenty-four (24) hours to resolve any such complaints. The City may levy administrative charges for infractions by the Contractor at \$100.00 per day per incident. Such infractions shall include, but not be limited to:

- (a) Failure to resolve complaints within twenty-four (24) hour period.
- (b) Failure to provide safe equipment.
- (c) Failure to provide required documentation in a timely and accurate manner.
- (d) Failure to report damage to irrigation system(s).
- (e) Failure to report property damage or personal injury.
- (f) Failure to remove all trash from site(s).

- (g) Failure to perform scheduled service.
- (h) Landscape employees not adhering to uniform/protective clothing requirements.

For the purpose of this section, the City may deduct any charges from payments due to the Contractor. The City shall notify the Contractor in writing of any action to be taken. In the event the Contractor wishes to contest such assessment, the contractor shall submit a written protest within five (5) days after receiving such notice for an opportunity to be heard by the City and present a defense to such assessment. The City will notify the Contractor in writing of any action taken with respect to Contractor's claims. The decision of the City shall be final.

Based on limited funds, the City may eliminate certain contracted areas or groups in order to stay within the budget. The City may, at its discretion, add, trade or substitute similar sized areas for other areas as a result of construction or unanticipated impacts. Therefore, the City reserves the right to reject any and all the bids, eliminate areas from the contract and/or reduce maintenance to any given area when it is in the City's best interest.

Contract Time and Renewal and CPI Rate Adjustment: Contract will be for two (2) years from the date of Notice to Proceed. The contract will be renewable for up to 2 - one-year renewal periods, upon agreement of both parties. Renewal will be approved by the City Manager and the budget will be approved by City Council.

SUPERVISION: The Contractor shall be responsible for all personnel and supervision required in performing work in accordance with these specifications. Supervision will be required for all working hours of the contract.

The Contractor shall comply with all City regulations.

Contractor shall notify the City (via fax, e-mail or in person) when the specified scheduled services are fully completed. This is to allow the City to inspect for contract compliance and authorization for scheduled payments. The City approved representatives of the Contractor shall be available to meet with the City as required to accomplish the City's objectives. All meetings with the City will be at no charge.

CONTACT PERSON: The Contractor shall provide the name and telephone number of a contact person in case of an emergency. The Contractor shall provide the name and telephone number of a representative to meet periodically with the City. The City reserves the right to accept or reject any employee of the Contractor.

All personnel must be visible as Contractor's employee(s) by uniform while on City property. The Contractor's workforce shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

Mowing Maps may be found using the link provided below.

<https://portorange.sharepoint.com/pw/admin/Shared%20Documents/Forms/AllItems.aspx?srld=399d589e-306a-5000-214d-97270746c0de&RootFolder=%2Fpw%2Fadmin%2FShared%20Documents%2FFacilities%20Mow%20Maps&FolderCTID=0x012000E64D8FAC2DBE3E44B14A73A7C0FEB076>



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711
purchdiv@port-orange.org

ADDENDUM NO. # 1

April 17, 2018

ITB #18-18 CITY FACILITY LANDSCAPE MAINTENANCE SERVICES

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated May 4, 2018 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS

Page 18 of ITB 18-18 had the wrong link to the mowing maps. Please see the corrected link below.

https://portorange.sharepoint.com/:f/g/pw/admin/EkfaQYI-6BZBh4p_5MBIHLsBK0YISn1pS9513s4CK7Augg

In all other respects, except as specifically stated herein, the subject ITB remains unchanged.

END OF ADDENDUM NO. #1

EXHIBIT "1"



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711
purchdiv@port-orange.org

ADDENDUM NO. # 2

April 27, 2018

ITB #18-18 CITY FACILITY LANDSCAPE MAINTENANCE SERVICES

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated April 12, 2018 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS

1. On the link that provides the map locations, please take note that the City Hall Annex is labeled the old police station in your bid form "cost sheet". The City Hall Annex used to be the old police station and is in the process of being converted to office space.
2. All sites should be up to standard before Notice to Proceed is issued.

B. QUESTIONS AND ANSWERS

1. The Annex /Old Police station is under construction will we be still servicing this area?
Answer: Yes
2. In the right -aways there is trash pickup. If there is trash left behind will the expectation be to pick it up?
Answer: Yes.
3. On the sites, we inspected mulch and seen hardwood is there intent to have any pine bark anywhere?
Answer: Yes, with the old PD and Annex they may go with pine bark mulch. We like to go with what is existing in specific areas. Please refer to the specifications on page 16 of the Bid packet.

EXHIBIT "1"

4. Is there any irrigation specification?

Answer: Only the damage that your crews do.

5. On the concrete Preservation? There's approximately how many sites that need to be maintained can you elaborate on square footage?

Answer: The concrete areas are at each listed site. Concrete areas as defined in the specifications include but may not be limited to: sidewalks, curbing, driveway joints, medians, gutters, and where the pavement meets the concrete, etc.

6. Is the acreage and square footage approximate to the whole site please explain?

Answer: Yes. The whole site is approximate due to ongoing renovations to City facilities.

7. What is your budget?

Answer: \$337,000

8. Is the city happy with the current provider, if not, what would like to see changed?

Answer: The specifications/scope have changed since the previous contract. The City expectations go along with the new specifications.

9. What was the winning cost the last time it was put out to bid?

Answer: \$337,846

10. Can you explain page 30 number 32. Determination of lowest and best responsible bidder/proposer?

Answer: These are factors also taken into consideration when we award to the lowest bidder. They are considerations of the bid deeming the bidder responsive and responsible.

11. In the scope it says all palms will be fertilized. Just to be clear is this including Sabal palms?

Answer: Yes

12. Are any of the sports fields included in the contract?

Answer: No.

In all other respects, except as specifically stated herein, the subject ITB remains unchanged.

END OF ADDENDUM NO. #2



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711
purchdiv@port-orange.org

ADDENDUM NO. # 3

April 30, 2018

ITB #18-18 CITY FACILITY LANDSCAPE MAINTENANCE SERVICES

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated April 12, 2018 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. QUESTIONS AND ANSWERS

1. Is St Augustine grass to be cut at 2.5"?

Answer: Yes, this is in the Scope of Work under Mowing of turf grass areas Page 13.

2. Is all mulch to be removed in all areas?

Answer: Yes, once a year- This is on page 16 Landscaping Mulching in The Scope of Work.

3. Who is responsible for removing palmettos, vines etc. from encroaching the cut areas? Example: Bushman Park?

Answer: Sites will be marked with stakes to identify required maintenance area. This is under Encroachment page 14 in the Scope of Work. Furthermore, all sidewalk turf areas must be maintained and kept free of ANY encroachment including, but not limited to; vines, sticks/twigs, and any other growth impeding towards the area to be serviced. Open areas around ponds and fields should be maintained to a clean/neat appearance.

In all other respects, except as specifically stated herein, the subject ITB remains unchanged.

END OF ADDENDUM NO. #3

EXHIBIT "1"

EXHIBIT “2”

(Consisting of 3 pages)

FRONT PAGE FOR BOND

PAYMENT AND PERFORMANCE BOND

(Public Works)

BOND NO. _____

PRINCIPAL:

Contractor: Scotty Boy Landscaping and Maintenance, LLC
Principal Business Address: 1303 Dexter Drive West
Port Orange, Florida 32129
Contact Person: Stephanie E. Mims, Managing Member
Phone Number: (386) 871-0290

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

Amount: \$304,917.83

City Case/ ITB 18-18 City Facility Landscape Maintenance Services

Description of Work: ITB 18-18 City Facility Landscape Maintenance Services

Project Location: Various locations in and around Port Orange, Volusia County, Florida

Legal Description: Locations within City of Port Orange, Florida for all public works identified in
ITB No. 18-18

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

Scotty Boy Landscaping and Maintenance, LLC

ITB 18-18 City Facility Landscape Maintenance Services

Bond No. _____

COMBINATION PAYMENT AND PERFORMANCE BOND

Guaranty for Performance of Public Work

BY THIS BOND, We, **Scotty Boy Landscaping and Maintenance, LLC**, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **THREE HUNDRED FOUR THOUSAND NINE HUNDRED SEVENTEEN AND 83/100 DOLLARS (\$304,917.83)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services, having an effective date of August 7, 2018, entered into by and between the Principal and the City, for City Facility Landscape Maintenance Services, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 2018.

Attest:

SCOTTY BOY LANDSCAPING AND MAINTENANCE, LLC
(Principal)

(As to Corporate Principal) Secretary

By: _____
Stephanie E. Mims, Managing, Member

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____
Name: _____
(Attorney-in-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended), be authorized to transact business in the State of Florida, and have an AM Best rating of A or better.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Coverages Inc 1000 Pelican Bay Drive Daytona Beach FL 32119	CONTACT NAME:		
	PHONE (A/C, No, Ext): 386-756-8551	FAX (A/C, No): 386-756-2344	
INSURED SCOTTY BOY LANDSCAPING & MAINTENANCE LLC 1303 DEXTER DRIVE W PORT ORANGE, FL 32129	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Frank Winston Crum Insurance C		
	INSURER B: ASCENDANT COMMERCIAL INSURANCE		
	INSURER C:		
	INSURER D:		
	INSURER E: Frank Winston Crum Insurance C		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR	X	X	FGFL0010148108	08/12/22	08/12/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						
B	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						
	☐ ALL OWNED AUTOS			CA-57138-0	04/04/22	04/04/23	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 250,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 100,000
	☐ HIRED AUTOS	☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					
	UMBRELLA LIAB						
	☐ EXCESS LIAB						
	☐ OCCUR						EACH OCCURRENCE \$ AGGREGATE \$
	☐ CLAIMS-MADE						
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			FCWC10448604	06/13/22	06/13/23	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						

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

Certificate holder is also listed as Additional Insured. Waiver of subrogation is included on the General Liability and Worker comp policies.

2005 Chevrolet 1500 1GCEC14VX5Z108654
2012 FORD F150 1FTFW1CFXCFB96061

CERTIFICATE HOLDER**CANCELLATION**

City of Port Orange
1000 City Center Cir
Port Orange, FL 32129

Email: kklausky@port-orange.org

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

All persons and organizations qualified
under the terms of FCG 1001

Location(s) Of Covered Operations

All per written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location And Description Of Completed Operations

All persons and organizations qualified
under the terms of FCG 1001

All per Written Contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

FRANK WINSTON CRUM INSURANCE COMPANY

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS AUTOMATIC WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU AUTOMATIC WAIVER OF SUBROGATION PROVISION

Automatic Additional Insured Status - 20 10 Additional Insured Form

It is hereby understood and agreed that "**Section II - Who is an Insured**" is amended to provide automatic coverage as an Additional Insured in conformance with the terms and conditions of the CG 20 10 07 04 endorsement, a copy of which is attached hereto and incorporated by reference. Automatic coverage as Additional Insured provided by this paragraph is only provided if you and the person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured under your policy and only if such contract or agreement is executed by each party prior to the start of your work for such person or organization.

Automatic Additional Insured Status - 20 37 Additional Insured Form

It is hereby understood and agreed that "**Section II - Who is an Insured**" is amended to provide automatic coverage as an Additional Insured in conformance with the terms and conditions of the CG 20 37 07 04 endorsement, a copy of which is attached hereto and incorporated by reference. Automatic coverage as Additional Insured provided by this paragraph is only provided if you and the person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured under your policy and only if such contract or agreement is executed by each party prior to the start of your work for such person or organization.

Primary and Noncontributory Provision

Insurance afforded to the Additional insured hereunder will be Primary Insurance and Noncontributory, but only for such claims. "suits" and/or damages which arise out of the work performed by the Named insured.

Automatic Waiver of subrogation Provision

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against those persons or organizations who are added as Additional Insureds under this policy because of payments we make for injury or damage arising out of your ongoing operations or "your work" performed under a written contract with them. This waiver shall not apply to claims, "suits" and/or damages arising in whole or in part out of the acts, omissions, and/or negligence of those added as Additional Insureds by this endorsement.

All other terms and conditions remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

City of Port Orange 1000 City Center Circle
Port Orange, FL 32129

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

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

Endorsement Effective 06/13/2022 Policy No. FWFL0010448604 Endorsement No.
Insured Scotty Boy Landscaping & Maintenance LLC Premium

Insurance Company Frank Winston Crum Insurance Company

Countersigned by _____





City of Port Orange Public Works & Utilities Department

TO: Wayne Clark, City Manager

THRU: Lynn Stevens, Director, Public Works & Utilities
Julia Wiggins, Business Manager, Public Works & Utilities

FROM: Ronny Buttrum, Deputy Director, Public Works & Utilities

DATE: August 5, 2022

SUBJECT: Amendment No 4 & Extension – Scotty Boy Landscaping and Maintenance LLC, CA6626, ITB 18-18 Facilities Landscape Maintenance Services

REQUEST:

The Public Works & Utilities Department requests City Council approve Amendment No 4 & Extension to the Standard Contract for Services (CA6626) with Scotty Boy Landscaping and Maintenance, LLC for a six (6) month extension and pricing increase.

PURPOSE:

The purpose of this request is to provide landscape maintenance services for various City Facilities as outlined under ITB 18-18).

CONSIDERATION:

On July 16, 2018, Council awarded a contract to Scotty Boy Landscaping and Maintenance LLC pursuant to ITB #18-18, Facility Landscaping Services. The initial term of the contract is August 2, 2018 to August 1, 2020 with the option to renew up to two, one-year terms upon agreement of the Parties and approval by the City Manager.

The current term of this contract is 10/1/2021 through 9/30/2022 (dates revised through previous amendment). The City has exhausted all the renewal options. Staff is currently working on revised bid specifications. The service dates will begin in the winter months in the event there is any change in vendor. In order to continue mowing the facilities, we have asked the current vendor to approve a six (6) month extension. The vendor has agreed to the request, but it will require an increase due to labor expenses. The current contract is \$322,954.28. The vendor has requested an additional \$7,722.26 (2.4%), for a revised contract amount of \$330,676.54. The original contract was bid prior to voters passing the \$15 per hour law. This has significantly impacted the vendors expenses. The six (6) month extension will provide coverage until March 31, 2023.

FUNDING:

Fund: 001
Fund Name: General Fund
Cost Center: Public Works
Program: Grounds Maintenance
Spend Category: Grounds maintenance services
Budget as of 8/5/2022: \$126,7016

RECOMMENDATION:

The Public Works and Utilities Department recommends Council to approve Amendment No 4 & Extension to the Standard Contract for Services (CA6626) with Scotty Boy Landscaping and Maintenance, LLC for a six (6) month extension and pricing increase.

ANTICIPATED SCHEDULE:

- 1.) Upload to Civiclerk: June 1, 2022
- 2.) Executed Renewal Form: on or before August 1, 2022

ATTACHMENTS:

- 1.) Contract CA6969 with Scotty Boy Landscape & Maintenance
- 2.) Renewal Form signed by vendor
- 3.) COI for Scotty Boy Landscape



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/6/2022

SUBJECT: (B7d) Approval of Additional Time Contingency for the REC Center Project

DEPARTMENT: Parks & Recreation

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve up to 30 additional days to be used in contingency for the REC project and authorize the City Manager and City Clerk to execute the associated documents.

SUMMARY: The REC Center project has been delayed because of a variety of factors discussed at the June 21, 2022 Council meeting. Staff is requesting that the City Manager be given the authority to approve up to an additional 30 days for change orders requesting additional time on the project. The city's current policy and procedure require staff to take any time extension past the project's initial allotment to the Council for approval, which requires at least three weeks of lead time to prepare agenda materials. The project is nearing completion and any days that might be required would be minimal but necessary for the building or site. This time contingency would provide more efficiency for the project. The change order process will otherwise remain the same.

PRESENTER: Susan Lovallo

ATTACHMENTS:

Susan Lovallo	Created/Initiated - 8/10/2022
Susan Lovallo	Approved - 8/10/2022
John McKinney	Approved - 8/15/2022
Matthew Jones	Approved - 8/19/2022
Wayne Clark	Approved - 8/24/2022
Robin Fenwick	Final Approval - 8/24/2022



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/6/2022

SUBJECT: (B7e) Approval of Contracts for RFP #22-12 - Building Inspection and Plan Review Services with ECS Florida, LLC and Universal Engineering Sciences, Inc.

DEPARTMENT: Community Development

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve the Building Inspection and Plan Review Services contract award to ECS Florida, LLC, and Universal Engineering Sciences, Inc. and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: On June 28, 2022, Purchasing received four proposals for RFP #22-12 - Building Inspection and Plan Review Services. Statements were reviewed by an Evaluation Committee and scored at a properly noticed public meeting on July 15, 2022. City Staff has made a recommendation to award contracts to ECS Florida, LLC and Universal Engineering Sciences, Inc.

The objective of the RFP was to secure experienced professional firms that can provide building plan review and inspection services to support the Building Division during increased workload periods and staff turnover. On September 30, 2022, the Building Division's current contract with Universal Engineering Sciences for plan review and inspection services will expire.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	ECS Florida, LLC Standard Contract for Services for RFP 22-12 Building Inspection and Plan Review Services	ECS Florida, LLC Standard Contract for Services for RFP 22-12 Building Inspection and Plan Review Services.pdf
2.	Universal Engineering Sciences, LLC Standard Contract for Services for RFP 22-12 Building Inspection and Plan Review Services	Universal Engineering Sciences, LLC Standard Contract for Services for RFP 22-12 Building Inspection and Plan Review Services.pdf
3.	ECS Florida - redacted	ECS Florida - redacted.pdf
4.	ECS Florida pricing	ECS Florida pricing.pdf
5.	UES - redacted	UES - redacted.pdf
6.	UES pricing	UES pricing.pdf

7.	RFP 22-12 BUILDING INSPECTION AND PLAN REVIEW SERVICES FINAL 6.1	RFP 22-12 BUILDING INSPECTION AND PLAN REVIEW SERVICES FINAL 6.1.pdf
8.	RFP 22-12 Notice of Intent to Award	RFP 22-12 Notice of Intent to Award.pdf
9.	RFP 22-12 Evaluation Summary	RFP 22-12 Evaluation Summary.pdf
10.	RFP 22-12 Building Inspection and Plan Review Services Addendum 1	RFP 22-12 Building Inspection and Plan Review Services Addendum 1.PDF

Tim Burman	Created/Initiated - 8/16/2022
Tim Burman	Approved - 8/16/2022
John McKinney	Approved - 8/19/2022
Jill Poolman	Approved - 8/19/2022
Matthew Jones	Approved - 8/24/2022
Wayne Clark	Approved - 8/24/2022
Robin Fenwick	Final Approval - 8/24/2022



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2022, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **ECS FLORIDA, LLC** ("Contractor"), a Virginia limited liability corporation whose principal address is 14026 Thunderbolt Place, Suite 600, Chantilly, Virginia 20151. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide building inspections and plan review services on an as needed basis, pursuant to Request for Proposal 22-12 ("RFP 22-12"). This Contract together with RFP 22-12, Addendum No. 1, and Contractor's Schedule of Unit Pricing, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference, shall constitute the formal written contract between the City and Contractor. For convenience, Section 3, Scope of Services, from RFP 22-12, and the Contractor's Schedule of Unit Pricing, are attached hereto as **Exhibit "1"**. A complete copy of RFP 22-12, Addendum No. 1, and Contractor's Schedule of Unit Pricing are available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(b) The time, manner and place for performance of such services shall be:

Term: Notwithstanding the date of execution, the initial term of this Contract shall become effective on October 1, 2022 ("Effective Date") and shall continue for a period of three (3) years ("Initial Term").

Renewals: Upon written agreement of the Parties, this Contract may be renewed for two (2) additional two-year terms, upon review and approval of the City Manager and budget appropriation.

Manner and Place: The work shall be performed in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a Notice to Proceed and a written Purchase Order issued by the City and executed by the City Manager. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in Exhibit "1," attached hereto, in an amount not to exceed the appropriated budget. All payments shall be governed by the Local Government Prompt Payment Act set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The Community Development Director, Tim Burman, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

4. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

6. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

10. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

11. Insurance. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other

insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements									
	Insurance	Standards	Additional Requirements						
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr></table> Contracts over \$20 million To Be Determined by the City.	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
<u>Contract Amount</u>	<u>Limits</u>								
Up to \$10 million	Statutory/\$500,000								
\$10 - \$20 million	Statutory/\$1,000,000								
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.						
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Bodily Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate							
Additional Insurance Requirements									

☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☒	Professional Liability/Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage – \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$100,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods.		

12. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature

for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. Additional Bond Security. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

19. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

20. Liability for Loss or Damage.

(a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

21. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

23. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

24. Controlling Law. THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

25. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

26. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

27. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Tim Burman, Community Development Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5615

Contractor: ECS Florida, LLC
Attention: David Bearce, Vice President
14026 Thunderbolt Place
Suite 600
Chantilly, Virginia 20151
(386) 944-9588 – Telephone
(386) 944-9589 – Facsimile
DBearce@ecslimited.com

Notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

28. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of

an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

29. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

ECS FLORIDA, LLC

By: _____
David Bearce, Vice President

Printed Name: _____

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Printed Name: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _physical presence or _____ online notarization, this _____ day of _____, 2022, by David Bearce, as Vice President of ECS Florida, LLC, a Virginia limited liability corporation. He is _____ personally known or has produced _____ as identification.

Notary Public, State of _____
Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2022, by Donald O. Burnette, as Mayor of the City of PortOrange, a Florida municipal corporation, on behalf of the city. He is personally known or produced _____ as identification.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

By: _____
Robin L. Fenwick, MMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 2022, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is personally known or produced _____ as identification.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

EXHIBIT “1”

Contractor's Schedule of Unit Pricing and RFP 22-12 Section 3

Consisting of 3 Pages

TAB E - PRICING SHEET



**ATTACHMENT 1
RFP #22-10 SCHEDULE OF UNIT PRICING**

**CITY OF PORT ORANGE
BUILDING INSPECTION AND PLAN REVIEW SERVICES**

Completed Attachment 1 Bid Proposal form **MUST** be included with Bid Submission
Bidders are required to complete all fields shaded in green.

NAME OF BUSINESS:	ECS Florida, LLC		
CONTACT PERSON:	David Bearce, PE, SI/Victor Faltas, PE		
EMAIL ADDRESS:	dbearce@ecslimited.com / vfaltas@ecslimited.com		
AUTHORIZED SIGNATURE:			
DESCRIPTION	APPROXIMATE YEARLY HOURS	WEEKDAY HOURLY RATE	TOTAL
A. FIELD INSPECTION - BUILDINGS	5,200	\$125.00	\$650,000.00
B. PLAN REVIEW SERVICES	1,040	\$225.00	\$234,000.00
GRAND TOTAL			\$884,000.00

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

Provide building inspections and plan review services, included but not limited to the following:

SCOPE OF SERVICES:

A. Building Inspections

Provide building, mechanical, electrical and plumbing inspection services on an as needed basis. Inspect structures for verification of compliance with the current Florida Building Code.

Provide approximately 5,200 hours per year of building inspections working under the direction of the Director of Community Development or designee on an as needed basis.

The minimum requirement is at least one inspector licensed in the State of Florida in each of the following categories: Building, Plumbing, Mechanical, Electrical as a Building Inspector with a minimum of 4 (four) years of experience. The person(s) performing the inspections shall hold State of Florida licenses and/or certifications in those disciplines for which he/she is performing inspections. The required certification will be specified at the time of the service request.

Inspectors are expected to provide daily inspections using electronic logs that will be uploaded to SmartGov. Inspectors are expected to interact with homeowners, contractors, engineers, community development, public utilities and public works personnel to ensure that inspection services are completed on time and in a manner that promotes community service and support, while in compliance with Florida Building Code and City Codes and Ordinances. To complete roof inspections, inspectors are expected to get on the roof to inspect and verify compliance with current codes. If the roof slope is greater than 5/12 the inspectors can verify the re-roof inspection is in compliance with current codes by spot checking the roof with a ladder on the eaves. Inspectors are expected to have the knowledge and ability to relay information to the Building Official or Community Development Director or designee.

B. Plan Review.

Review plans for compliance with the minimum standard of the current Florida Building Code. Provide approximately 1,040 hours per year under the direction of the Director of Community Development or designee on an as needed basis.

Plan reviewers are expected to review plans that are required by Florida Statutes, with electronic log of reviews completed each day and uploaded to SmartGov. Reviewers are expected to communicate requirements to architects, engineers, contractors, project managers and homeowners and interact with other departments to complete reviews in an electronic form. The plan reviews must be in done in a reasonable amount of time in relation to the scope of the project and at the direction of the Director of Community Development or designee. Reviewers may be required to complete a site visit to ensure compliance with Florida Statutes and Building Code requirements. Reviewers should be capable of relaying information to the Building Official or designee.

The minimum requirement is at least one inspector licensed in the State of Florida in each of the following categories: Building, Plumbing, Mechanical, Electrical as a Plan reviewer and a minimum of 4 (four) years of experience. The person(s) performing the plan reviews shall hold State of Florida licenses and/or certifications in those disciplines for which he/she is performing plan review. The required certification will be specified at the time of the service request.

Supplementary Conditions

1. Invoices are to be submitted monthly on the same week of every month.
2. A weekly work log and time sheet shall be submitted to the Director of Community Development or designee.
3. Inspectors will possess required equipment, safety gear and vehicles to complete the tasks. Inspectors will also have laptops or tablets for access to SmartGov.
4. The City reserves the right to request the replacement of any inspector or plan reviewer if it is in the City's best interest.
5. The City is currently in the process of implementing SmartGov. Awarded supplier will be expected to utilize SmartGov to streamline workflows.
6. The City will provide SmartGov training to the selected firm(s).
7. The City reserves the right to award this solicitation to one or multiple firms.
8. No bonds will be associated with the RFP or work resulting from the RFP.
9. Plan Review services may be provided remotely.
10. All proposers must be able to provide all services in this RFP (Section 3 – Scope of Work).

[END OF SPECIFICATIONS]

[Remainder of page left intentionally blank]



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2022, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **UNIVERSAL ENGINEERING SCIENCES, LLC** ("Contractor"), a Florida limited liability corporation whose principal address is 4205 Vineland Road, Suite L1, Orlando, Florida 32811. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide building inspections and plan review services on an as needed basis, pursuant to Request for Proposal 22-12 ("RFP 22-12"). This Contract together with RFP 22-12, Addendum No. 1, and Contractor's Schedule of Unit Pricing, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference, shall constitute the formal written contract between the City and Contractor. For convenience, Section 3, Scope of Services, from RFP 22-12, and the Contractor's Schedule of Unit Pricing, are attached hereto as **Exhibit "1"**. A complete copy of RFP 22-12, Addendum No. 1, and Contractor's Schedule of Unit Pricing are available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(b) The time, manner and place for performance of such services shall be:

Term: Notwithstanding the date of execution, the initial term of this Contract shall become effective on October 1, 2022 ("Effective Date") and shall continue for a period of three (3) years ("Initial Term").

Renewals: Upon written agreement of the Parties, this Contract may be renewed for two (2) additional two-year terms, upon review and approval of the City Manager and budget appropriation.

Manner and Place: The work shall be performed in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a Notice to Proceed and a written Purchase Order issued by the City and executed by the City Manager. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in Exhibit "1," attached hereto, in an amount not to exceed the appropriated budget. All payments shall be governed by the Local Government Prompt Payment Act set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The Community Development Director, Tim Burman, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

4. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

6. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

10. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

11. Insurance. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other

insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements									
	Insurance	Standards	Additional Requirements						
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr></table> Contracts over \$20 million To Be Determined by the City.	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
<u>Contract Amount</u>	<u>Limits</u>								
Up to \$10 million	Statutory/\$500,000								
\$10 - \$20 million	Statutory/\$1,000,000								
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.						
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Bodily Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate							
Additional Insurance Requirements									

☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☒	Professional Liability/Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$100,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods.		

12. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature

for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. Additional Bond Security. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

19. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

20. Liability for Loss or Damage.

(a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

21. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

23. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

24. Controlling Law. THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

25. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

26. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

27. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Tim Burman, Community Development Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5615

Contractor: Universal Engineering Sciences, LLC
Attention: Dave Witsken, CEO
4205 Vineland Road
Suite L1
Orlando, Florida 32811
(386) 756-1105 – Telephone
(386) 760-4067 – Facsimile
bphol@universalengineering.com

Notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

28. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of

an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

29. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

UNIVERSAL ENGINEERING SCIENCES, LLC

By: _____
Dave Witsken, CEO

Printed Name: _____

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Printed Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or __online notarization, this ____ day of _____, 2022, by Dave Witsken, as CEO of Universal Engineering Sciences, LLC, a Florida limited liability corporation. He is __ personally known or has produced _____ as identification.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2022, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is personally known or produced _____ as identification.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

By: _____
Robin L. Fenwick, MMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 2022, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is personally known or produced _____ as identification.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

EXHIBIT “1”

Contractor's Schedule of Unit Pricing and RFP 22-12 Section 3

Consisting of 3 Pages



ATTACHMENT 1
RFP #22-10 SCHEDULE OF UNIT PRICING

CITY OF PORT ORANGE
BUILDING INSPECTION AND PLAN REVIEW SERVICES

Completed Attachment 1 Bid Proposal form **MUST** be included with Bid Submission
 Bidders are required to complete all fields shaded in green.

NAME OF BUSINESS:	Universal Engineering Sciences		
CONTACT PERSON:	Brian Pohl, PE, Branch Manager		
EMAIL ADDRESS:	bpohl@universalengineering.com		
AUTHORIZED SIGNATURE:			
DESCRIPTION	APPROXIMATE YEARLY HOURS	WEEKDAY HOURLY RATE	TOTAL
A. FIELD INSPECTION - BUILDINGS	5,200	\$85.00	\$442,000.00
B. PLAN REVIEW SERVICES	1,040	\$125.00	\$130,000.00
GRAND TOTAL			\$572,000.00

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

Provide building inspections and plan review services, included but not limited to the following:

SCOPE OF SERVICES:

A. Building Inspections

Provide building, mechanical, electrical and plumbing inspection services on an as needed basis. Inspect structures for verification of compliance with the current Florida Building Code.

Provide approximately 5,200 hours per year of building inspections working under the direction of the Director of Community Development or designee on an as needed basis.

The minimum requirement is at least one inspector licensed in the State of Florida in each of the following categories: Building, Plumbing, Mechanical, Electrical as a Building Inspector with a minimum of 4 (four) years of experience. The person(s) performing the inspections shall hold State of Florida licenses and/or certifications in those disciplines for which he/she is performing inspections. The required certification will be specified at the time of the service request.

Inspectors are expected to provide daily inspections using electronic logs that will be uploaded to SmartGov. Inspectors are expected to interact with homeowners, contractors, engineers, community development, public utilities and public works personnel to ensure that inspection services are completed on time and in a manner that promotes community service and support, while in compliance with Florida Building Code and City Codes and Ordinances. To complete roof inspections, inspectors are expected to get on the roof to inspect and verify compliance with current codes. If the roof slope is greater than 5/12 the inspectors can verify the re-roof inspection is in compliance with current codes by spot checking the roof with a ladder on the eaves. Inspectors are expected to have the knowledge and ability to relay information to the Building Official or Community Development Director or designee.

B. Plan Review.

Review plans for compliance with the minimum standard of the current Florida Building Code. Provide approximately 1,040 hours per year under the direction of the Director of Community Development or designee on an as needed basis.

Plan reviewers are expected to review plans that are required by Florida Statutes, with electronic log of reviews completed each day and uploaded to SmartGov. Reviewers are expected to communicate requirements to architects, engineers, contractors, project managers and homeowners and interact with other departments to complete reviews in an electronic form. The plan reviews must be in done in a reasonable amount of time in relation to the scope of the project and at the direction of the Director of Community Development or designee. Reviewers may be required to complete a site visit to ensure compliance with Florida Statutes and Building Code requirements. Reviewers should be capable of relaying information to the Building Official or designee.

The minimum requirement is at least one inspector licensed in the State of Florida in each of the following categories: Building, Plumbing, Mechanical, Electrical as a Plan reviewer and a minimum of 4 (four) years of experience. The person(s) performing the plan reviews shall hold State of Florida licenses and/or certifications in those disciplines for which he/she is performing plan review. The required certification will be specified at the time of the service request.

Supplementary Conditions

1. Invoices are to be submitted monthly on the same week of every month.
2. A weekly work log and time sheet shall be submitted to the Director of Community Development or designee.
3. Inspectors will possess required equipment, safety gear and vehicles to complete the tasks. Inspectors will also have laptops or tablets for access to SmartGov.
4. The City reserves the right to request the replacement of any inspector or plan reviewer if it is in the City's best interest.
5. The City is currently in the process of implementing SmartGov. Awarded supplier will be expected to utilize SmartGov to streamline workflows.
6. The City will provide SmartGov training to the selected firm(s).
7. The City reserves the right to award this solicitation to one or multiple firms.
8. No bonds will be associated with the RFP or work resulting from the RFP.
9. Plan Review services may be provided remotely.
10. All proposers must be able to provide all services in this RFP (Section 3 – Scope of Work).

[END OF SPECIFICATIONS]

[Remainder of page left intentionally blank]

Jennifer Cox
City of Port Orange
City Clerk's Office
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129

COPY

City of Port Orange

Building Inspection and Plan Review Services

Solicitation Number: RFP 21-12

June 28, 2022 2:30 pm





Jennifer Cox
City of Port Orange City Clerk's Office
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129

June 28, 2022

RE: Request for Proposal - Building Inspection and Plan Review Services

ECS aims to set our services apart by employing staff who are not just code consultants, but engineers, architects, and code professionals who spend time in the field investigating how the codes work in the real world.

ECS has pulled together a team with experience in commercial and residential construction, research facilities, academic buildings, commercial restaurants and a wide range of mixed-use structures. In our work at ECS, each of our code consultants has continued to apply and build on this experience.

Whether your concern is to simply achieve compliance in one area such as accessibility, energy conservation or specialty ventilation systems such as the research or medical fields as examples; or if you are looking for a review of the entire package for a third-party review to expedite your permit, our staff has the background and the experience to assist.

Whether you are working on a new construction project using the most current code in your state or jurisdiction; or if you are working on an existing building with unique and maybe even antique construction issues, ECS can bring our experience to the table to provide consultation in the application of the existing building codes and our experience in vintage construction.

ECS has a diverse background of Code Compliance Plan Review and Inspection experience ranging from governmental (school boards, municipal support, and annexed governmental entities) to the private sector including multiple high-rise developments, commercial centers, retail outlets and single-family residential construction. ECS' team contains 25+ years of veteran team members charged with mentoring a growing team of Professional Engineering and Tradesmen fortifying a quick response mechanism for your projects. ECS' variety of completed projects in the broad range of construction types makes ECS a perfect fit to provide municipal support in a region with all types of construction activities.

Our mission is to be a leader in developing the people, systems, expertise and services to focus on our clients' needs and goals. Our commitment is to provide high-quality and innovative service. It is our goal to be the firm of choice in the markets we serve. From the birth and then throughout the life of a building.

We look forward to the opportunity to serve your project. Please call or email if there are any comments or questions.

Respectfully submitted,
ECS FLORIDA, LLC

Victor Faltas, PE
Branch Manager/Point of Contact
386.232.9146
vfaltas@ecslimited.com

David C. Bearce, PE, SI
Subsidiary Regional Manager/VP/Senior Code Compliance Qualifier
813.302.1644
dbearce@ecslimited.com



“We challenge ECS and love the way they react to that. Giving us different options is really important to us and our business.”

- Chris Urquhart
VP, Design & Construction, KDC

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TAB A

Required Documents

TAB A - REQUIRED DOCUMENTS

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

- ☒ Form 9.2 – Proposer’s Acknowledgement
- ☒ Form 9.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 9.4 – Drug Free Preference Statement
- ☒ Form 9.5 – Public Entity Crimes Statement
- ☒ Form 9.6 – Anti-Collusion Form
- ☒ Form 9.7 – Statement of Qualifications
- ☒ Form 9.8 – Professional References for Previous Experience
- ☒ Form 9.9 – Local Business Affidavit of Eligibility
- ☒ Form 9.10 – E-Verify Affidavit
- ☒ Form 9.11 – Debarment, Suspension and Other Responsibility Matters
- ☒ Form 9.12 – Non-Disclosure Agreement for Confidential Material
- ☒ Exhibit “A” Description of Confidential Material
- ☒ Form 9.13 – No Submittal Request Form
- ☒ Attachment 1 - Services Costs/Fees Proposal Form
- ☒ Copy of License (Contractor, Sunbiz, etc.)
- ☒ Submission of one (1) original marked “ORIGINAL”, three (3) copies and one (1) digital (USB flash drive) version in PDF format.

BY: ECS Florida, LLC
Name of Business


Authorized Signature

06/28/2022
Date

This document must be completed and returned with your Submittal

TAB A - REQUIRED DOCUMENTS

FORM 9.2 – PROPOSER'S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Proposals (RFP), Instructions to Proposers, General and/ or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Statement of Qualifications at the prices or rates as finally negotiated. I agree that my Proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed Proposal. Furthermore, I agree to Proposal by all conditions of the Requestor Proposals.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Proposal on behalf of the Proposer/Contractor as its act and deed and that the Proposer/Contractor is ready, willing, and able to perform if awarded the contract.

I further certify that this Proposal is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Proposer interested in said RFP; and that the undersigned executed this Proposer's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

ECS Florida, LLC

NAME OF BUSINESS

[Signature]

AUTHORIZED SIGNATURE

David Bearce, PE, Subsidiary Regional Vice President

NAME, TITLE, TYPED

20-1067793

FEDERAL IDENTIFICATION #

STATE OF Florida COUNTY OF Duval

2330 South Nova Road, Suite A

MAILING ADDRESS

South Daytona, FL 32119

CITY, STATE & ZIP CODE

386.944.9588 / 386.944.9589

TELEPHONE NUMBER / FAXNUMBER

DBearce@ecslimited.com

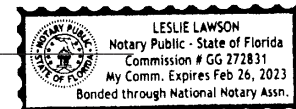
E-MAIL ADDRESS

The foregoing instrument was acknowledged before me this day of June 27, 2022 by

David Bearce, PE, SI, who is personally known to me or who has produced identification and who did take an oath.

My Commission Expires: February 26, 2023

Notary Public



This document must be completed and returned with your Submittal

TAB A - REQUIRED DOCUMENTS

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Proposals (RFP), Instructions to Proposers, General and/ or Special Conditions, Specifications, and any other documents accompanying or made a part of this Proposal.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the Proposal form.

Addendum # 1 Date: 5/5/2022 Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the above statement regarding Change Orders to the awarded Contract:

ECS Florida, LLC

Name of Business

By: [Signature]

Printed Name: David Bearce, PE, SI

Title: Subsidiary Regional Vice President

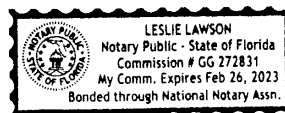
STATE OF: Florida

COUNTY OF: Duval

Sworn to (or affirmed) and subscribed before me this 27 day of June, 20 22,
by David Bearce, PE, SI and who:

☒ Is personally known to me; or
☐ Has produced _____ as identification.
Notary Public, State of: _____

Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your Submittal

TAB A - REQUIRED DOCUMENTS

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, 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 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

STATE OF Florida
COUNTY OF Duval

ECS Florida, LLC
Name of Business

By: [Signature]
Printed Name: David Bearce, PE, SI
Title: Subsidiary Regional Vice President

Sworn to (or affirmed) and subscribed before me this 27 day of June, 2022, by
David Bearce, PE, SI, as Vice President of
(NAME) (TITLE)

ECS Florida, LLC and who:
(NAME OF ORGANIZATION)

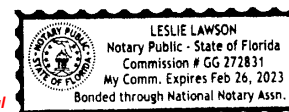
[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed, or stamped name, commission, and expiration:



This document must be completed and returned with your Submittal

TAB A - REQUIRED DOCUMENTS

FORM 9.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant David Bearce, PE, SI, who, being by me first duly sworn, made the following statement:

1. The business address of 2330 South Nova Road, Suite A, South Daytona, FL 32119 (name of Offeror or business) is ECS Florida, LLC.
2. My relationship to ECS Florida, LLC (name of Offeror or business) is Vice President (relationship such as sole proprietor, partner, president, vice-president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean 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 guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member, or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted Proposer list. The name of the convicted person or affiliate is _____.~~ A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

ECS Florida, LLC

Name of Business

By: David Bearce

Printed Name: David Bearce, PE, SI

Title: Subsidiary Regional Vice President

STATE OF Florida

COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me this 27 day of June, 2022, by David Bearce, PE, SI, as Vice President of ECS Florida, LLC and who:

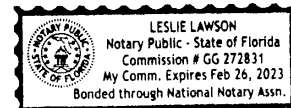
[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification. Notary Public, State of Florida

Printed, typed, or stamped name, commission, and expiration:

This document must be completed and returned with your Submittal



TAB A - REQUIRED DOCUMENTS

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

By signing this form, the Proposer agrees that this Proposal is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a Proposal for the same purpose and that the Proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Proposals will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED PROPOSER THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE PROPOSER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PROPOSERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: ECS Florida, LLC

SIGNED BY: 
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED NAME OF SIGNATORY: David Bearce, PE, SI

TITLE: Subsidiary Regional Vice President

ADDRESS: 2330 South Nova Road, Suite A

CITY: South Daytona STATE: FL ZIP CODE: 32119

TELEPHONE: 386.944.9588 FAX: 386.944.9589

F.E.I.N. NUMBER: 20-1067793

NO Proposal may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

This document must be completed and returned with your Submittal

TAB A - REQUIRED DOCUMENTS

FORM 9.7 – STATEMENT OF BIDDER'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.7 is complete, true, and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Bidder: ECS Florida, LLC
- B. Permanent main office address: 2330 South Nova Road, Suite A, South Daytona, FL 32119
- C. Date organized: August 13, 2004
- D. If a corporation, where incorporated: Chantilly, VA
- E. How many years have you been engaged in the business under your present firm or trade name? 18
- F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- G. General character of work performed by your company: Engineering Consulting
- H. Have you ever failed to complete any work awarded to you? If so, where and why? No
- I. Have you ever defaulted on a contract? If so, where and why? No
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- K. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- L. Experience in work similar to this type of project: Yes
- M. Background and experience of the principal members of your organization, including the officers: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- N. Credit currently available: \$ 12,000,000.00
- O. Give bank name, contact name and phone number: Edward Byrne, Wells Fargo Bank | 1753 Pinnacle Dr | Mclean, VA 22102, Cell: 571-318-8506 | Tel: 571-341-2925 | Fax: 866-235-3268 | edward.byrne@wellsfargo.com
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? YES ☒ NO ☐

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

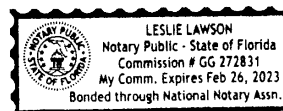
ECS Florida, LLC
Name of Business
By: [Signature]
Printed Name: David Bearce, PE, SI
Title: Subsidiary Regional Vice President

STATE OF: Florida
COUNTY OF: Duval

Sworn to (or affirmed) and subscribed before me this 27 day of June, 2022,
by David Bearce, PE, SI and who:

[Notary: Please select one]

- ☒ Is personally known to me; or
☐ Has produced _____ as identification.
Notary Public, State of: Florida



Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

TAB A - REQUIRED DOCUMENTS

FORM 9.7 #F: ECS DAYTONA - CONTRACTS ON HAND

PROJECT NAME	START DATE	END DATE	SERVICE LINE(S)	CONTRACT AMOUNT	LOCATION
Beachwalk Palm Coast	06-20-2022	06-30-2023	CMT, PPI, Plan Review	\$10,000.00	Flagler County
Cirrus Apartments - Threshold	06-29-2021	06-22-2023	CMT, PPI, Plan Review	\$49,100.00	Brevard County
Auterra at Viera	06-22-2022	06-01-2023	CMT, PPI, Plan Review	\$63,235.00	Brevard County
Hawk's Mill Apartments	05-28-2022	05-31-2023	CMT, PPI, Plan Review	\$72,931.00	Volusia County
Personnel Recovery Flight Simulator	05-31-2022	05-25-2023	CMT, PPI, Plan Review	\$30,445.00	Brevard County
Circle K - Pierson	05-24-2022	05-24-2023	CMT, PPI, Plan Review	\$20,000.00	Volusia County
Plantation Bay Golf & Country Club	04-21-2022	04-28-2023	CMT, PPI, Plan Review	\$20,000.00	Volusia County
FDOT E5Y66: 437755-1-52-01: DESIGN BUILD BUSHBUTTON - PROGRAM	04-01-2022	04-01-2023	CMT, PPI, Plan Review	Pending	Volusia County
Napier Apartments - Phase 2	03-18-2022	03-31-2023	CMT, PPI, Plan Review	\$38,060.00	Volusia County
Integra Myst Deltona-CMT	03-31-2022	03-31-2023	CMT, PPI, Plan Review	\$52,406.00	Volusia County
Watermark at Daytona	03-01-2022	03-31-2023	CMT, PPI, Plan Review	\$69,448.00	Volusia County
FDOT E57A1 443433-1-52-01: SR 600 FROM N ALABAMA AVE TO EAST	03-01-2022	03-01-2023	CMT, PPI, Plan Review	Pending	Volusia County
FDOT T5727 443813-1-52-01: SR 5/ US 1 FROM BREVARD/ VOLUSIA	03-01-2022	03-01-2023	CMT, PPI, Plan Review	Pending	Volusia County
O'Reilly, Deltona, FL (DL3)	03-23-2022	12-31-2022	CMT, PPI, Plan Review	\$8,875.00	Volusia County
The Trails	06-06-2022	12-30-2022	CMT, PPI, Plan Review	\$40,000.00	Flagler County
Rebuild Facilities Station Port Canaveral and Waterfron	12-10-2021	12-15-2022	CMT, PPI, Plan Review	\$10,200.00	Brevard County
Spring Lake Ponds - Cut Off Wall Observation	05-04-2022	10-28-2022	CMT, PPI, Plan Review	\$7,900.00	Flagler County
Clean Machine Car Wash	01-11-2022	10-27-2022	CMT, PPI, Plan Review	\$5,645.00	Volusia County
Daytona Beach VA CBOC	10-13-2021	10-20-2022	CMT, PPI, Plan Review	\$86,708.00	Volusia County
Publix Store # 0229	02-28-2022	09-23-2022	CMT, PPI, Plan Review	\$1,000.00	Volusia County
25 Flemington Lane	06-23-2022	08-05-2022	Geotechnical	\$600.00	Flagler County
27 Reidsville Dr	06-23-2022	08-05-2022	Geotechnical	\$600.00	Flagler County
46 Prince Eric Lane	06-23-2022	08-05-2022	Geotechnical	\$600.00	Flagler County
48 Raemoor Dr	06-23-2022	08-05-2022	Geotechnical	\$600.00	Flagler County
Integra Myst Deltona - PPI	07-01-2021	07-29-2022	CMT, PPI, Plan Review	\$79,560.00	Volusia County
Wawa - Merritt Island	06-20-2022	07-28-2022	Geotechnical	\$13,100.00	Brevard County
Turie T. Small Elementary School	06-20-2022	07-28-2022	Geotechnical	\$15,700.00	Volusia County
Integra Cocoa Apartments - CMT	08-31-2020	07-28-2022	CMT, PPI, Plan Review	\$42,589.00	Brevard County
10 Lewisdale Place	06-16-2022	07-27-2022	Geotechnical	\$600.00	Flagler County
42 Barrington Dr	06-16-2022	07-27-2022	Geotechnical	\$600.00	Flagler County

TAB A - REQUIRED DOCUMENTS

FORM 9.7 #F: ECS DAYTONA - CONTRACTS ON HAND

PROJECT NAME	START DATE	END DATE	SERVICE LINE(S)	CONTRACT AMOUNT	LOCATION
6 Pinetree Dr	06-16-2022	07-27-2022	Geotechnical	\$600.00	Flagler County
8 Pinetree Dr	06-16-2022	07-27-2022	Geotechnical	\$600.00	Flagler County
128 Fenimore Lane	06-16-2022	07-27-2022	Geotechnical	\$600.00	Flagler County
23 Burning Wick Place	06-16-2022	07-27-2022	Geotechnical	\$600.00	Flagler County
34 Porcupine Dr	06-16-2022	07-27-2022	Geotechnical	\$600.00	Flagler County
66 Ponce Deleon Dr	06-16-2022	07-27-2022	Geotechnical	\$600.00	Flagler County
65 Ramblewood Dr	06-16-2022	07-27-2022	Geotechnical	\$600.00	Flagler County
44 Barrington Dr	06-16-2022	07-27-2022	Geotechnical	\$600.00	Flagler County
22 Lamar Lane	06-16-2022	07-27-2022	Geotechnical	\$600.00	Flagler County
Halifax Crossing - Boring Location	06-13-2022	07-22-2022	Geotechnical	\$35,800.00	Volusia County
United Methodist Church	06-13-2022	07-18-2022	CMT, PPI, Plan Review	\$33,318.00	Flagler County
Verona Road - Preliminary Alignment	06-06-2022	07-15-2022	Geotechnical	\$5,600.00	Brevard County
DHI Multifamily	06-06-2022	07-15-2022	Geotechnical	\$8,200.00	Flagler County
Townhomes & Commercial Out-parcel	06-03-2022	07-15-2022	Geotechnical	\$9,900.00	Flagler County
7Brew Daytona Beach	06-06-2022	07-11-2022	Geotechnical	\$4,600.00	Volusia County
Proposed 7 Brew Drive-Thru Coffee	06-06-2022	07-11-2022	Geotechnical	\$4,600.00	Volusia County
Light Industrial Park - Preliminary - Phase III	05-16-2022	07-08-2022	Geotechnical	\$56,400.00	Brevard County
71 Panorama Dr	06-09-2022	07-07-2022	Geotechnical	\$600.00	Flagler County
34 Bannerwood Lane	06-09-2022	07-06-2022	Geotechnical	\$600.00	Flagler County
18 Riddle Dr	06-09-2022	07-06-2022	Geotechnical	\$600.00	Flagler County
9 Raintree Pl	06-09-2022	07-06-2022	Geotechnical	\$600.00	Flagler County
54 Kankakee Trail	06-09-2022	07-06-2022	Geotechnical	\$600.00	Flagler County
63 Royal Oak Dr	06-09-2022	07-06-2022	Geotechnical	\$600.00	Flagler County
30 Royal Oak Dr	06-09-2022	07-06-2022	Geotechnical	\$600.00	Flagler County
7 Raintree Pl	06-09-2022	07-06-2022	Geotechnical	\$600.00	Flagler County
10 Becker Lane	06-09-2022	07-06-2022	Geotechnical	\$600.00	Flagler County
16 Riddle Dr	06-09-2022	07-06-2022	Geotechnical	\$600.00	Flagler County
32 Royal Oak Dr	06-09-2022	07-06-2022	Geotechnical	\$600.00	Flagler County
Halifax (Oasis) Multifamily - Daytona Beach	06-08-2022	07-06-2022	Geotechnical	\$43,400.00	Volusia County

TAB A - REQUIRED DOCUMENTS

FORM 9.7 #J: ECS DAYTONA - RECENTLY COMPLETED IMPORTANT PROJECTS

PROJECT NAME	START DATE	END DATE	CONTRACT AMOUNT	MARKET SECTOR	LOCATION
Brevard County Sheriff Office - Fleet Maintenance	01-17-2022	03-17-2022	\$6,400.00	Government (State and Local)	Brevard County
Deltona Middle School	03-31-2020	03-02-2022	\$237,475.00	Institutional	Volusia County
Flagler Beach Humane Society - Generator	02-02-2022	02-23-2022	\$1,000.00	Commercial	Flagler County
DeLand Plaza Commercial Development	04-12-2022	06-24-2022	\$4,600.00	Commercial	Volusia County
Palm Coast Town Center - 18A	05-18-2022	06-22-2022	\$5,900.00	Commercial	Flagler County
Scenic Cove Subdivision	04-28-2022	06-17-2022	\$6,600.00	Residential	Flagler County
Silver Sands Middle - Cracked cinder blocks in B6-611	11-02-2021	06-16-2022	\$2,000.00	Institutional	Volusia County
Venetian Bay Regional Lift Station #79	03-25-2022	04-15-2022	\$2,700.00	Utilities	Volusia County
The Tribute at Palm Coast	04-01-2022	05-31-2022	\$17,300.00	Residential	Flagler County
Lakeview Estates	04-04-2022	05-31-2022	\$10,800.00	Residential	Volusia County
FDOT E54A6: 437755-2-52-01: Design Build Pushbutton	01-01-2022	03-31-2022	\$1,000.00	Government (State and Local)	Volusia
FDOT E57A4: 441132-1-52-01 & 441132-1-52-02: SR 442/INDIAN R	01-25-2022	03-31-2022	\$1,000.00	Government (State and Local)	Volusia County
FDOT E56A2: 441134-1-52-01: SR 15A/N SPRING GARDEN AVE	02-01-2022	03-31-2022	\$1,000.00	Government (State and Local)	Volusia County
FDOT Boylston Avenue Beach	02-24-2022	03-31-2022	\$1,000.00	Government (State and Local)	Volusia County
Deltona Middle School - Phase 2	06-04-2021	12-31-2021	\$49,295.00	Institutional	Volusia County
Daytona State College - Parking Lot	11-11-2020	12-15-2020	\$4,000.00	Institutional	Volusia County
ERAU Student Housing Phase 3	12-20-2019	12-04-2020	\$58,200.00	Institutional	Volusia County
Grand Reserve Phase 3 - Drawdown Analysis	05-04-2022	05-31-2022	\$9,900.00	Residential	Flagler County
USCG Station Ponce De Leon - Water-front Structures	08-05-2021	12-31-2021	\$10,000.00	Government (Federal)	Volusia County
The Blake at LPGA	05-21-2021	12-24-2021	\$22,573.00	Healthcare	Volusia County
Sunrise Park Pedestrian Bridge Replacement	09-23-2021	11-26-2021	\$1,000.00	Leisure & Entertainment	Volusia County
16 Regent Lane	11-08-2021	11-26-2021	\$600.00	Residential	Flagler County
FDOT E56A0: 440816-1-52-01	10-14-2021	11-25-2021	\$1,000.00	Government (State and Local)	Volusia County
FDOT E53A8: 436325-2-52-01 - Event Management Extension Ph2	07-01-2021	11-25-2021	\$1,000.00	Government (State and Local)	Flagler County
Grand Landings - Drawdown Analyses	09-13-2021	11-18-2021	\$18,000.00	Residential	Flagler County
Retreat at Cocoa	09-28-2021	11-18-2021	\$7,800.00	Residential	Brevard County
FDOT T5700:442932-1-52-01: SR 44 From Southbound I-95 T Mem	10-12-2021	10-28-2021	\$1,000.00	Government (State and Local)	Volusia County
Flagler County Library - Administrative Headquarters	10-10-2021	10-26-2021	\$2,200.00	Institutional	Flagler County
Sunrise Park Holly Hill Bulkhead	07-23-2021	10-20-2021	\$13,304.00	Leisure & Entertainment	Volusia County

TAB A - REQUIRED DOCUMENTS

FORM 9.7 #J: ECS DAYTONA - RECENTLY COMPLETED IMPORTANT PROJECTS

PROJECT NAME	START DATE	END DATE	CONTRACT AMOUNT	MARKET SECTOR	LOCATION
ICO Headquarters and CUP Buildings	06-22-2021	10-15-2021	\$8,900.00	Government (Federal)	Brevard County
Armed Forces Reserve Center - Palm Coast	09-01-2021	10-15-2021	\$7,800.00	Government (State and Local)	Flagler County
Marineland Acres	01-07-2021	09-30-2021	\$55,000.00	Government (State and Local)	Flagler County
Buena Vista Park	08-05-2021	08-31-2021	\$1,000.00	Government (State and Local)	Volusia County
Beach Street Apartments	07-16-2021	08-27-2021	\$26,400.00	Commercial	Volusia County
Integra Space Coast - Threshold	08-17-2020	08-25-2021	\$128,255.00	Residential	Brevard County
Space view Park Concrete Walkway	06-16-2021	08-13-2021	\$27,800.00	Government (State and Local)	Brevard County
Treasure Island - Daytona	07-01-2021	07-31-2021	\$16,100.00	Residential	Volusia County
Daytona State College Dormitory	07-01-2020	07-21-2021	\$25,013.00	Institutional	Volusia County
Rebuild STA Port Canaveral and Water-front - WT	04-21-2021	06-16-2021	\$21,300.00	Government (State and Local)	Brevard County
Volusia County Jail - Deland	11-26-2020	01-15-2021	\$1,850.00	Government (State and Local)	Volusia County
Dolphin Beach Club-Seawall	12-30-2020	01-15-2021	\$1,700.00	Leisure & Entertainment	Volusia County
Marina Del Palma - Boat House	06-17-2020	12-31-2020	\$10,000.00	Leisure & Entertainment	Flagler County
DSC Palm Coast Building 1 Remodel	12-01-2020	12-31-2020	\$3,600.00	Institutional	Flagler County
ERAU Worldwide Building 4 - Parking Repairs	11-18-2020	12-31-2020	\$3,010.00	Institutional	Volusia County
VA Building - Daytona Beach	11-04-2020	12-04-2020	\$2,500.00	Healthcare	Volusia County
Proposed 7 Brew Drive-Thru Coffee	06-06-2022	07-11-2022	Geotechnical	\$4,600.00	Volusia County
Light Industrial Park - Preliminary - Phase III	05-16-2022	07-08-2022	Geotechnical	\$56,400.00	Brevard County
71 Panorama Dr	06-09-2022	07-07-2022	Geotechnical	\$600.00	Flagler County
34 Bannerwood Lane	06-09-2022	07-06-2022	Geotechnical	\$600.00	Flagler County
18 Riddle Dr	06-09-2022	07-06-2022	Geotechnical	\$600.00	Flagler County
9 Raintree Pl	06-09-2022	07-06-2022	Geotechnical	\$600.00	Flagler County
54 Kankakee Trail	06-09-2022	07-06-2022	Geotechnical	\$600.00	Flagler County
63 Royal Oak Dr	06-09-2022	07-06-2022	Geotechnical	\$600.00	Flagler County
30 Royal Oak Dr	06-09-2022	07-06-2022	Geotechnical	\$600.00	Flagler County
7 Raintree Pl	06-09-2022	07-06-2022	Geotechnical	\$600.00	Flagler County
10 Becker Lane	06-09-2022	07-06-2022	Geotechnical	\$600.00	Flagler County
16 Riddle Dr	06-09-2022	07-06-2022	Geotechnical	\$600.00	Flagler County
32 Royal Oak Dr	06-09-2022	07-06-2022	Geotechnical	\$600.00	Flagler County
Halifax (Oasis) Multifamily - Daytona Beach	06-08-2022	07-06-2022	Geotechnical	\$43,400.00	Volusia County

TAB A - REQUIRED DOCUMENTS

FORM 9.7 #K: ECS IN-HOUSE GEOTECH AND CONCRETE LABORATORY EQUIPMENT

Equipment Type	Brand Name (s)	Model	Quantity - Size
Laboratory Balances	Adam Equipment / AND / OHOUS	HCB1002 / GP-20K / EJ-2000 / CPW plus75 / EP – 22001 / T31P / AV812C / GBK35a / ARC 120 / HP-20K / EP-6000	15
Laboratory Oven 7.8cf	Despatch / Quincy Lab Inc.	LBB2-18-1 / LBB2-12-1 / 21-250 / LBB2-27-1 / AF Model 40	5
Muffle / Ignition Furnace 120V	Thermo Scientific / Barnstead International / Orton / Cress	F47915 / 1400 / TNFQ11A / C601/PM3T	4
Thermometers	Traceable / DIGI-SENSE / Vee Gee / Control Company	86460-05 / 90260-26 / 4353 / 81125 / PT-100 58-752F	17
Glass Stirring Rods	Grainger	GSR006	7
Sieves	Forney / Dual Manufacturing / Humboldt / Gilson	Various	162
Mechanical Sieve Shaker	Forney / Gilson / Humboldt	LA-0441 / TS-1 / H-4325 / H-4330	14
Sample Splitter Device	Gilson / Humboldt	SP-2 / H-3962	4
Jaw Crusher / Pulverizing Apparatus	Leeson	C184C17FB12C	4
Auger Hand Set	Durham Geo Slope Indicator	S-11010	12
Flow Meter	Forney	LA-4350	1
Masonry Saw	Husqvarna	MS360	1
Asphalt Oven	Thermolyne	NCAT	1
Cylinder Grinder	Utest	21-00241	1

Soil Chemistry Test Equipment:

Equipment Type	Brand Name (s)	Model	Quantity
Corrosivity / Resistivity	Nilsson / McMiller / Hach	400 / Pocket Colorimeter II	2
pH	Hanna Instruments / Fisher Scientific	HI-98128 / HI-99121 / AB150	4
Colorimetric Kit	Gilson	HM-815	1
Resistivity Meter	Nilsson	400	1

Specific Gravity Apparatus:

Equipment Type	Brand Name (s)	Model	Quantity
Specific Gravity Cone and Tamper	Forney / Dean Carter Group	LA-0524-02 / LA-0524-01 / 2009	5
Specific Gravity Flask	Pyrex / Humboldt	01813024 / H-3387	13

Specific Gravity Apparatus Continued:

Equipment Type	Brand Name (s)	Model	Quantity
Pycnometer	Generic Mason Jar / Humboldt	H-3381	4

TAB A - REQUIRED DOCUMENTS

FORM 9.7 #K: ECS IN-HOUSE GEOTECH AND CONCRETE LABORATORY EQUIPMENT

Hydrometer Bulb	Gilson / Humboldt	SA-1 / H4241 / H4242 / 152H	7
Hydrometer Jar	HSTI / Humboldt	CE-CYG1000 / H-4244	6
Hydrometer Sedimentation Tub	Humboldt	1000mL	9

Lab Strength Tests:

Equipment Type	Brand Name (s)	Model	Quantity
Liquid Limit Device	Houghton / Humboldt	HM-303 / H-4253.1 / H-4230 / H4226	4
Grooving Tools	Humboldt	H-4229P / H-4906 / H-2946DR / H-4229.2	28
Molds	DGSI / Dean Carter Group / CETEC / Rainhart	Various	4" = 8 6" = 7 4" Split = 3 LBR = 118
Manual Compaction Hammers	Forney / Dean Carter Group / Humboldt	LA-3105 / LA-3100 / H-4325 / H-3772	5.5lbs = 5 10lbs = 4
Mechanical Compaction Hammers	Ploog Engineering / Humboldt / Rainhart	M100-205122517 / H-4169	5
Soil Strength Soak Tank	Behlen Country / Rubbermaid	N/A	4
Digital Soil Consolidation Load Device With Penetration Piston	Humboldt / Durham Geo Slope Indicator	HM-2800 / HM-2325A / H-3000 3F / H-2300.100P / S-611	4
Slump Cone Set	Test Mark / Dean Carter Group / Humboldt	CA-0361-S / 30	31
Moisture Curing Room	Bush	N/A	4
Compression Testing Machine	Forney / Test Mark Industries	F-502F / CM500P	4
LBR Penetrating Machines	Durham Geo / Humboldt	Duram Geo 1210AF-10KB / Humboldt HM-2300.100	2

PDA:

Equipment Type	Brand Name (s)	Model	Quantity
Pile Driving Analyzer	Pile Dynamics	PAX	1
Pile Driving Analyzer	Pile Dynamics	8G	1
Pile Load Tests	PowerTeam	Various Pumps & Rams	7

Drilling:

Equipment Type	Brand Name (s)	Model	Quantity
Drill Rigs	CME / BK / Diedrich / Geoprobe / Deeprack	BK81 / CME45 / D50 Truck Mounted Rig / D50C with Auto Hammers / DH100 Auto Hammer (Geoprobe) / DP-20	9
Boat / Skiffs	Pontoon Boat	24' Suntracker	1
Drilling and Sampling	Acker	N Thread	1000'

TAB A - REQUIRED DOCUMENTS

FORM 9.7 #M: ECS FLORIDA: BACKGROUND AND EXPERIENCE OF PRINCIPAL MEMBERS

NAME AND TITLE	YEARS OF EXPERIENCE	PROFESSIONAL PROFILE	EDUCATION	REGISTRATIONS/ AFFILIATIONS
JOE CHAMPION, PE Subsidiary President	18+	Joe Champion is the Subsidiary President for ECS Florida, LLC. He has 18 years of experience as a Geotechnical and Construction Materials Testing and Inspection Engineer. Champion specializes in public sector contract management, with the management of several Florida Department of Transportation (FDOT), City of Jacksonville, Jacksonville Transportation Authority, Jacksonville Port Authority, U.S. Army Corps of Engineers, and local municipality contracts. He has managed or provided engineering services for 16 FDOT VT/Geotechnical contracts.	Bachelor of Science, 2003, Civil Engineering, University of North Florida, Jacksonville, FL	Professional Engineer: FL, GA, NC UNF Civil Engineering Advisory Committee American Concrete Institute – Past President American Society of Highway Engineers Florida Institute of Consulting Engineers Transportation DBE/SBE Committee Florida Engineering Society / Florida Institute of Consulting Engineers
JOHN HICKS, PE Subsidiary Regional Manager	18+	Mr. John Hicks is the Subsidiary Regional Manager, Senior Vice President and Principal Engineer for ECS Florida, LLC. A member of the ECS team for over 18 years, he was previously ECS Mid-Atlantic LLC's Group Manager for the Southern Maryland Region. Mr. Hicks is responsible for the financial management, technical quality, and business development for the Orlando, Tampa, and Ft. Myer's offices as well as the Facilities Regional Group.	Bachelor of Science, 2004, Civil Engineering, Virginia Military Institute, Lexington, VA	Professional Engineer: FL, MD, VA, DC
JOEY BROUSSARD, PE Subsidiary Regional Manager/Branch Manager of Jacksonville	30+	Mr. Joey Broussard, PE has over 30 years of geotechnical engineering experience and has assisted in geotechnical explorations for buildings, bridges, industrial facilities, roadways, parks, and airports. He has experience with a wide variety of projects and has done extensive work in the private sector. Broussard is experienced in shallow and deep foundation analysis including the design of ground modification procedures for problematic sites. In addition to his private sector clients, Broussard has assisted in geotechnical studies for several municipalities including Duval, St. Johns, Nassau and Clay Counties.	Bachelor of Science, 1990, Civil Engineering, University of Southwestern Louisiana, Lafayette, LA	Professional Engineer: FL, GA American Society of Civil Engineers (ASCE) Florida Engineering Society (FES)

TAB A - REQUIRED DOCUMENTS

FORM 9.7 #M: ECS FLORIDA: BACKGROUND AND EXPERIENCE OF PRINCIPAL MEMBERS

NAME AND TITLE	YEARS OF EXPERIENCE	PROFESSIONAL PROFILE	EDUCATION	REGISTRATIONS/ AFFILIATIONS
DAVE BEARCE, PE, SI Subsidiary Regional Manager	23+	Mr. Dave Bearce, PE, SI is the Subsidiary Regional Manager for the ECS Florida South-west region. He has over 23 years of experience of environmental, geotechnical and materials testing and consulting experience on private and public sector projects with a focus on landfill reclamation and commercial construction project management. His specific experience includes the execution of construction materials inspection regimen and oversight, geotechnical subsurface investigation, and threshold inspection including report preparation. Bearce has prepared geotechnical investigation reports for commercial chain outlets as well as multifamily/ mixed use facilities. In addition, he has also authored supporting documentation reports for the application of Director's Authorization for local regulatory agencies for the purposes of securing construction permits related to large scale landfill reclamation projects.	Bachelor of Science, 2001, Mechanical Engineering, University of South Florida, Tampa, FL	Professional Engineer: FL Special Inspector (Threshold): FL
CLIFF HENDRICKSON, PG Subsidiary Regional Manager	28+	Mr. Cliff Hendrickson, PG is Subsidiary Regional Manager and Senior Vice President for the Florida Subsidiary and Principal Geologist in the Orlando office. He is responsible for ECS Florida Environmental and Facilities operations and is involved in principal review of various environmental projects. He is also responsible for the financial management and technical quality of a full service office providing environmental assessments and consulting, contamination studies, hazardous material surveys and remediation projects.	Master of Science, 1997, Geology, Florida State University, Tallahassee, FL Bachelor of Science, 1994, Geology, Florida State University, Tallahassee, FL	Professional Geologist: FL Certified Microbial Consultant ASTM Phase I ESA Environmental Professional

TAB A - REQUIRED DOCUMENTS

(Form 9.8 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The Proposer proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide or have in the past provided Incident Response Management System or similar to those required under the City's contract and as outlined in this Proposal package. A minimum of three (3) projects shall be listed below in order to Proposal on this contract. The Owner reserves the right to check references and confirm information provided herein.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1	Duncan Williams	312.525.0245	Y	2	In June of 2021, ECS began Third Party Code Compliance Plan Review and Inspection Services for Rasmussen University in Orlando, Florida. To be completed in 2022, the project consists of a level two alteration of levels 1 and 2 of the existing building. Alterations will cover 16,735 of the total 34,851 sf of space on these levels.
2	Brooke May	727.204.7618	Y	2	Beginning in 2018, ECS was selected to provide Construction Materials Testing and Inspection Services at Block C of the Water Street Tampa project in Tampa, Florida. The project consisted of the construction of a 27-story building with rooftop amenities. In 2020, ECS also provided a third-party code plan review for compliance with the 2018 Florida Building Code for the continued construction of the proposed building.
3	Mark Knott	312.525.0245	Y	2	Starting in 2020 and ending in 2022, ECS has begun providing quality assurance services, plan review and private party inspection services, and structural inspection services for the Seminole County Justice Center in Sanford, Florida. The project consists of the construction of additions to the Seminole County Justice Center located in Sanford, Seminole County, Florida. The additions will include a four-story Courthouse Annex building, a single-story central energy plant, and a five-level parking garage.

This document must be completed and returned with your Submittal.

TAB A - REQUIRED DOCUMENTS

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Proposer proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: CORE Construction Services of Florida, LLC
Contact Person: Jim Rock, Project Superintendent
City, State: University Park, FL
Telephone Number: 941.356.7592
Email Address: jimrock@COREconstruction.com
Description of goods or
Services provided: Plan Review and Inspections, CMT, Threshold Inspections
Contract Amount: \$58,975.00
Start/End Date of Contract: 02/12/2018 - 11/04/2020
2. Company Name: Strategic Property Partners, LLC
Contact Person: Brooke May, VP of Construction
City, State: Tampa, FL
Telephone Number: 727.204.7618
Email Address: bmay@belpointe.com
Description of goods or
Services provided: Plan Review and Inspections, CMT, Threshold Inspections
Contract Amount: Several projects totalling \$1,925,220.98
Start/End Date of Contract: 2018-2022
3. Company Name: Interstruct Tampa
Contact Person: Alex Dworkin
City, State: Tampa, FL
Telephone Number: 727.512.6426
Email Address: alex@interstructinc.com
Description of goods or
Services provided: Plan Review and Inspections, CMT
Contract Amount: \$14,525.00
Start/End Date of Contract: 12/14/2020 - 08/02/2021

This document must be completed and returned with your Submittal.

TAB A - REQUIRED DOCUMENTS

FORM 9.9 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws of the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT #(as applicable): 21-12

BUSINESS NAME: ECS Florida, LLC CONTACT PERSON/TITLE: Dave Bearce MAILING ADDRESS: 2330 South Nova Road, Suite A,
CITY-STATE-ZIP: South Daytona, FL 32119 Length of Time at Address Provided: 7

Physical Presence of Business: ☐ Headquarters and/or ☒ Principal Place of Business

And within Legal Boundaries: ☐ City of Port Orange ☒ Volusia County ☒ State of Florida

FEIN (Federal Employer Identification Number): 20-1067793

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____

PHONE NUMBER: 386.232.9146

FAX: 386.944.9589

EMAIL: vfaltas@ecslimited.com

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters and/or principal place of business located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Proposers shall attach to this affidavit of eligibility with bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A Proposer who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

ECS Florida, LLC

Name of Business

By: [Signature]

Printed Name: David Bearce, PE, SI

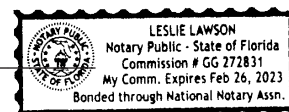
Title: Subsidiary Regional Vice President

STATE OF Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or x online notarization, this 27 day of June, 20 22, by David Bearce, PE, SI, as Vice President of ECS Florida, LLC, a LL Corporation. He or she is x personally known or produced as identification.

Notary Public, State of Printed, typed, or stated name, commission, and expiration:



This document must be completed and returned with your Submitta



TAB A - REQUIRED DOCUMENTS

FORM 9.10 E-VERIFY AFFIDAVIT



CITY OF PORT ORANGE

CONTRACTOR E-VERIFY AFFIDAVIT

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: Building Inspection and Plan Review Services

Solicitation Number: 22-12

I, the undersigned, hereby certify that ECS Florida, LLC [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

Further, I certify all employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system. I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of ECS Florida, LLC [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

David Bearce, PE, SI

(Print or Type Name, Title)

(Signature of Affiant)

20-1067793

(Federal Employer ID Number – FEIN)

1200580

(E-Verify Number)

STATE OF FLORIDA

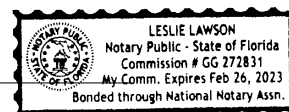
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 27 day of June, 2022, by David Bearce, PE, SI as Vice President of ECS Florida, LLC on behalf of the company. He/she is personally known to me or has produced _____ (TYPE OF ID) as identification.

Notary Public, State of Florida at Large

Printed, typed or stamped name, commission and expiration of commission term

This document must be completed and returned with your Submittal



TAB A - REQUIRED DOCUMENTS



Company ID Number: 1200580

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Engineering Consulting Services LTD
Company Facility Address	14026 Thunderbolt Place Suite 300 Chantilly, VA 20151
Company Alternate Address	
County or Parish	FAIRFAX
Employer Identification Number	541439291
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	39

TAB A - REQUIRED DOCUMENTS



Company ID Number: 1200580

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

DIST OF COL	1 site(s)
FLORIDA	4 site(s)
GEORGIA	2 site(s)
ILLINOIS	2 site(s)
MARYLAND	3 site(s)
NORTH CAROLINA	6 site(s)
NEW JERSEY	1 site(s)
PENNSYLVANIA	2 site(s)
SOUTH CAROLINA	3 site(s)
TENNESSEE	2 site(s)
TEXAS	3 site(s)
VIRGINIA	9 site(s)
WISCONSIN	1 site(s)

TAB A - REQUIRED DOCUMENTS

FORM 9.11 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

PRIMARY COVERED TRANSACTIONS (TO BE COMPLETED BY PRIME CONTRACTOR)

1. The prospective primary participant certifies 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 judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification;
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ECS Florida, LLC
Organization Name

22-12 Building Inspection and Plan Review Services
Bid Number or Project Name

David Bearce, PE, SI, Subsidiary Regional Vice President
Name(s) and Title(s) of Authorized Representatives


Signature

06/28/2022
Date

This document must be completed and returned with your Submittal



TAB A - REQUIRED DOCUMENTS

FORM 9.12 NON-DISCLOSURE AGREEMENT

For

CONFIDENTIAL MATERIALS

Reference # 21-12

RETURN THIS FORM *ONLY* IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE BID DOCUMENT TO DETERMINE IF THIS APPLIES.

Respondent: ECS Florida, LLC

Address: 2330 South Nova, Suite A, South Daytona, FL 32119

This Agreement is entered into as of the date of the last signature set forth below between the City of Port Orange, a political subdivision of the State of Florida (hereinafter the "City"), and the above named Respondent (hereinafter the "Respondent"). The City and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent asserts that it possesses certain confidential trade secret materials that it wishes to disclose to the City for the purpose of responding to a solicitation or otherwise conducting business with the City; and

WHEREAS, the City desires to review such materials in order to evaluate the City's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Respondent agree as follows:

1. **Confidential Materials.** The Respondent warrants and represents to the City that the materials described in the attached **Exhibit A** (Description of "Confidential Material") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the City for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the City agrees not to disclose such Confidential Materials to third parties.
2. **Additional Materials.** During the course of the review or the business relationship with the City, the Respondent may disclose additional confidential or trade secret information to the City in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the City, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the City acknowledging receipt of such materials.
3. **Exclusions.** For purposes of this Agreement, the term "Confidential Materials" does not include the following:
 - (a) Information already known or independently developed by the City;
 - (b) Information in the public domain through no wrongful act of the City;
 - (c) Information received by the City from a third party who was legally free to disclose it;
 - (d) Information disclosed by the Respondent to a third party without restriction on disclosure;
 - (e) Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
 - (f) Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.



TAB A - REQUIRED DOCUMENTS

4. Non-Disclosure by Respondent. In the event that the City discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the City's prior written consent. Further, upon conclusion of discussions or business transactions between the City and the Respondent, or at any time upon request of the City, Respondent agrees to return such information (including any copies) to the City.
5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.
6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the City's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the City may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.
7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the City to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the City in defending the denial of the records request, and shall hold the City harmless from any claim for statutory costs and attorney's fees arising from the City's refusal to disclose such materials.
8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the City be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the City designates the following address for such notice:

The City of Port Orange, Florida
Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129
11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida, or the Federal City Court for the Middle City of Florida, Jacksonville Division.
12. Respondent and the City hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.

TAB A - REQUIRED DOCUMENTS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The City of Port Orange, Florida

Respondent

BY: _____

BY: 203

NAME: _____

NAME: David Bearce, PE, SI

TITLE: Purchasing Manager

TITLE: Vice President

DATE: _____

DATE: June 28, 2022

ATTEST:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

TAB A - REQUIRED DOCUMENTS

EXHIBIT A - DESCRIPTION OF CONFIDENTIAL MATERIAL

Financial Statement

TAB A - REQUIRED DOCUMENTS

N/A

9.13 NO SUBMITTAL RESPONSE FORM

If your company will not be submitting a proposal in response to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

City of Port Orange
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129
purchdiv@port-orange.org

This information will assist the Purchasing Division in the preparation of future solicitations.

Solicitation: RFP #22-12 Building Inspection and Plan Review Services

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Please check reason for a "no response".

- ☐ Specifications "too tight" or geared toward one brand or manufacturer (please explain below)
- ☐ Insufficient time to respond
- ☐ Specifications unclear (please explain below)
- ☐ We do not offer this product/service or an equivalent
- ☐ Our product schedule does not permit us to perform within stated timeline for the project
- ☐ Unable to meet specifications
- ☐ Unable to meet bond requirements
- ☐ Unable to hold prices firm throughout the term of the contract period
- ☐ Unable to meet insurance requirements
- ☐ Other: _____

Print Name: _____

Signature: _____ Date: _____

Additional Information:

If submitting this form, only this form needs to be returned. It is not necessary to return the entire solicitation package.

TAB A - REQUIRED DOCUMENTS



ATTACHMENT 1 RFP #22-10 SCHEDULE OF UNIT PRICING

CITY OF PORT ORANGE BUILDING INSPECTION AND PLAN REVIEW SERVICES

Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission
Bidders are required to complete all fields shaded in green.

NAME OF BUSINESS:	ECS Florida, LLC		
CONTACT PERSON:	David Bearce, PE, SI/Victor Faltas, PE		
EMAIL ADDRESS:	dbearce@ecslimited.com / vfaltas@ecslimited.com		
AUTHORIZED SIGNATURE:			
DESCRIPTION	APPROXIMATE YEARLY HOURS	WEEKDAY HOURLY RATE	TOTAL
A. FIELD INSPECTION - BUILDINGS	5,200	\$125.00	\$650,000.00
B. PLAN REVIEW SERVICES	1,040	\$225.00	\$234,000.00
GRAND TOTAL			\$884,000.00



TAB B

Qualifications and Related Experience

TAB B - QUALIFICATIONS AND RELATED EXPERIENCE



“What I like most about ECS are the people. They are experts with a wide-range of knowledge. I never hesitate using ECS on projects.”

— Crystal Morphis, Founder and CEO
Creative Economic Development Consulting, LLC

ABOUT OUR COMPANY

2,200+
employees

80+
branch locations

30+
years' experience

Local: ECS Florida, LLC is one of the operating entities of the ECS Group of Companies with office locations in Jacksonville, Orlando, Tampa, West Palm Beach, Ft. Myers, Daytona, Gainesville and Tallahassee. ECS Florida, LLC has more than 225 employees and over 30 years of experience. ECS is equipped to help projects from conception through completion for both the private and public sectors.

Company: Engineering Consulting Services (ECS) is one of the largest and most rapidly growing engineering and consulting companies in the US. Founded in 1988, ECS is a leader in geotechnical, environmental, construction materials and facilities engineering. We are currently ranked 64 in *Engineering News-Record's* Top 500 Design Firms (April 2022) and 38 in Zweig Group's 2021 Hot Firms (June 2022). Corporate Headquarters is located in Chantilly, VA.

OUR VALUE

ECS embodies its philosophy of “Helping you build while helping you save” by using technology and experience to assist clients in the development of cost-effective and practical solutions. For nearly three decades, our value engineering consulting has resulted in our clients saving millions of dollars on projects.

ECS SAFETY

Our employees are committed to making safety an integral part of everyday operations. We conduct team safe behaviors that include observation and feedback using a Behavior Based Safety process we call STAR. We also hold monthly safety meetings, train employees to help lead those efforts as an office Safety Officer and talk about safe practices at the beginning of any ECS meeting. At ECS, safety is not just a priority; it is a core value that defines how we do business.

For more information visit www.ecslimited.com.

TAB B - QUALIFICATIONS AND RELATED EXPERIENCE

State of Florida Department of State

I certify from the records of this office that ECS FLORIDA, LLC is a Virginia limited liability company authorized to transact business in the State of Florida, qualified on August 13, 2004.

The document number of this limited liability company is M04000003289.

I further certify that said limited liability company has paid all fees due this office through December 31, 2022, that its most recent annual report was filed on January 6, 2022, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.



Given under my hand and
the Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixth day of January, 2022

Randy R. ...
Secretary of State

Tracking Number: 5318195960CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

2021 / 2022

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085



Account #: 201505120005 Expires: September 30, 2022
Business Location: 2330 NOVA RD STE A
Business Name: ECS FLORIDA LLC
Owner Name: ECS FLORIDA LLC
Mailing Address: 2330 S NOVA RD STE A
SOUTH DAYTONA, FL 32119

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Architect or Engineer	26152	461AE	5	\$30.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Treasury and Billing for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Volusia County Business Tax Receipt

Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

DATE PAID: 07/23/2021
RECEIPT #: 442400
TOTAL TAX: \$30.00
PENALTY: \$0.00
TOTAL PAID: \$30.00

Business Name: ECS FLORIDA LLC
Owner Name: ECS FLORIDA LLC
Mailing Address: 2330 S NOVA RD STE A
SOUTH DAYTONA, FL 32119

Account #: 201505120005 Expires: September 30, 2022
Business Location: 2330 NOVA RD STE A

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS.



Log On

Search for a Licensee
Apply for a License
View Application Status
Find Exam Information
File a Complaint
AB&T Delinquent
Invoice & Activity
List Search

Licensee Details

Licensee Information

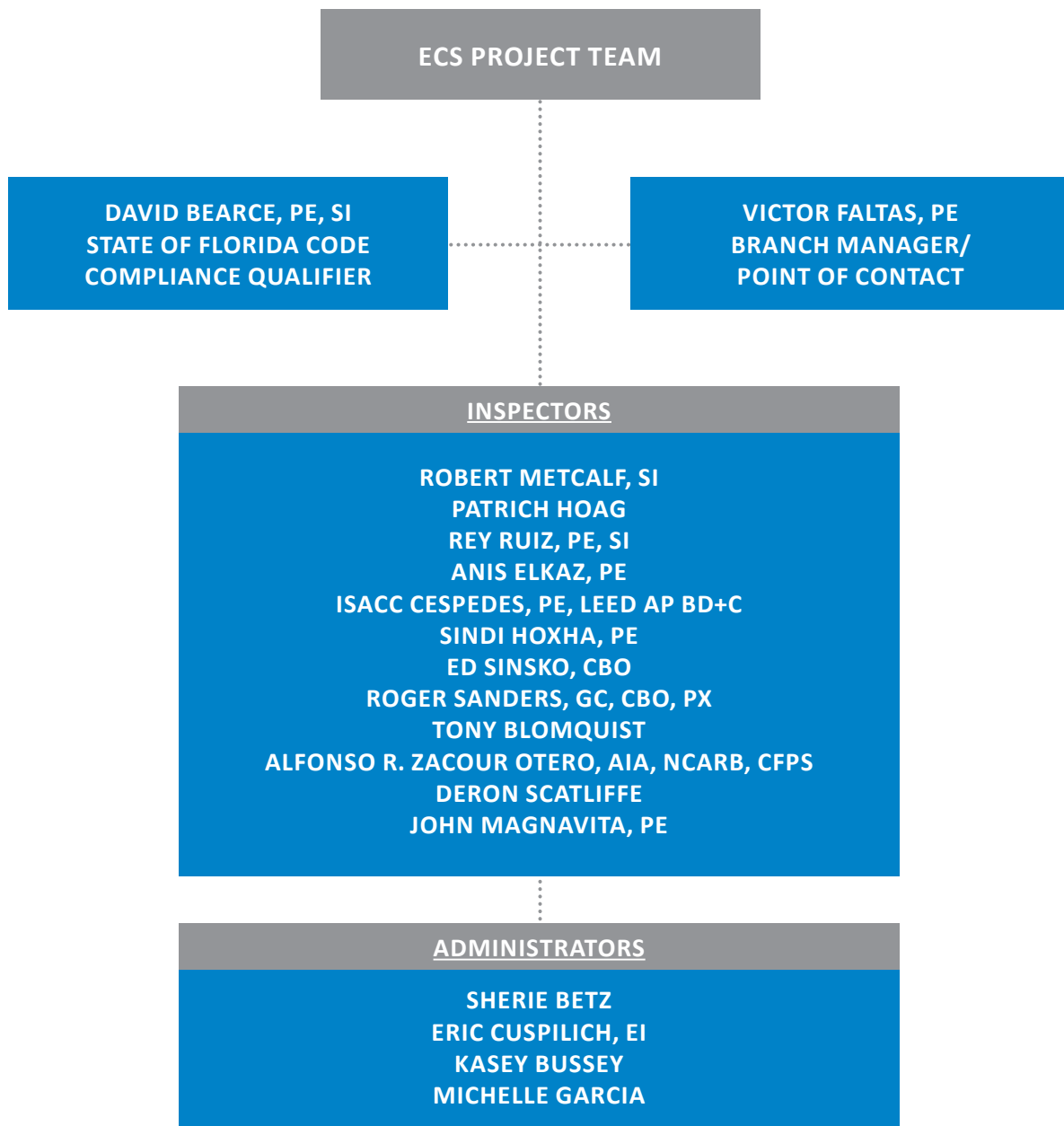
Name: ECS FLORIDA, LLC (Primary Name)
Main Address: 14026 THUNDERBOLT PLACE
SUITE 600
CHANTILLY Virginia 20151
OUT OF STATE
County:
License Mailing: 14026 THUNDERBOLT PLACE
SUITE 300
CHANTILLY VA 20151
LicenseLocation:

License Information

License Type: Registry
Rank: Registry
License Number: 26152
Status: Current
Licensure Date: 10/14/2004
Expires:



TAB B - QUALIFICATIONS AND RELATED EXPERIENCE



TAB B - QUALIFICATIONS AND RELATED EXPERIENCE

VICTOR FALTAS, PE

BRANCH MANAGER/POINT OF CONTACT



REGISTRATIONS

Professional Engineering: FL, TX

CERTIFICATIONS

Radiation Safety Officer, APNGA
Soils Special Inspector,
International Code Council
Radiation Safety for NUKE

EDUCATION

Bachelor of Science, 2010,
Architectural Engineering-Structural,
Oklahoma State University,
Stillwater, Oklahoma

EXPERIENCE

Industry: 9 Years
ECS: 9 Years

Mr. Victor Faltas, PE serves as the Branch Manager for the Daytona office. Faltas has a wide array of knowledge of the testing procedures and construction practices and he is responsible for training of lab and field personnel and overseeing project activities. Faltas has overseen the testing on numerous construction projects as well as numerous in-lab testing projects including numerous capital improvement projects for local municipalities, warehouse/technical centers, churches and materials producers.

RECENT PROJECT EXPERIENCE

George W. Marks Elementary School, Deland, FL, 2019-2020, \$57,733

Contact: Volusia County Schools, Paul Martino, pmartino@volusia.k12.fl.us

Role: Project Manager

This project consisted of the construction of a two-story, 76,000 sf tilt panel wall school building, remodeling of an additional space with 5,400 sf and site pavement (fire lanes, dumpster enclosure and parking areas).

Our materials testing and threshold services included: monitoring of the earthwork testing and lab testing, sampling of fresh concrete, and testing of hardened concrete. Steel structural inspection, floor flatness and floor levelness testing.

ERAU Student Housing Phase 3, Daytona, FL, 2019-2020, \$58,200

Contact: Embry-Riddle Aeronautical University, Chris Hardesty, 386.566.1990

Role: Project Manager

The project consisted of the construction of a new seven story student housing building with associated pavements and utilities. The building consisted of slab-on-grade and elevated slab-on-deck with a structural steel frame supported by conventional shallow foundation systems.

Our construction materials observation included testing and Threshold observation services scope.

AdventHealth Fish Memorial Hospital, Daytona, FL, 2018-2020, \$58,200

Contact: AdventHealth, Dave Walker, 407.303.1151

Role: Project Manager

This project consisted of the construction of a 4-story addition tower. The construction consist of approximately 123,200 square feet four-story expansion that abuts the south-east side of the existing hospital with a roof top mechanical penthouse, a four-bank elevator core, two stair towers, a one-story in-fill area with roof top service connector between the existing second floor and new second floor of the bed tower expansion.

Our integrated services included the testing of building work associated with the planned development.

TAB B - QUALIFICATIONS AND RELATED EXPERIENCE

DAVID BEARCE, PE, SI

PRINCIPAL, QUALIFIER AND SPECIAL INSPECTOR



REGISTRATIONS

Professional Engineer: FL

Special Inspector: FL

CERTIFICATIONS

State of Florida Certified
Building Contractor

OSHA 40 HR

HAZWOPER

SKILLS

Threshold Inspection

Geotechnical Engineering

Environmental Engineering

Construction Materials Testing

EDUCATION

Bachelor of Science, 2001,
Mechanical Engineering,
University of South
Florida, Tampa, FL

EXPERIENCE

Industry: 22 Years

ECS: 6 Years

Mr. Dave Bearce, PE is a Subsidiary Regional Manager, Qualifier and Special Inspector for ECS Florida, LLC. He has over 21 years of experience of environmental, geotechnical and materials testing and consulting experience on private and public sector projects with a focus on landfill reclamation and commercial construction project management. His specific experience includes the execution of construction materials inspection regimen and oversight, geotechnical subsurface investigation, and threshold inspection including report preparation. Mr. Bearce has prepared geotechnical investigation reports for commercial chain outlets as well as multifamily/mixed use facilities. In addition, he has also authored supporting documentation reports for the application of Director's Authorization for local regulatory agencies for the purposes of securing construction permits related to large scale landfill reclamation projects.

RECENT PROJECT EXPERIENCE

Block C, Tampa, FL, 2018-2020, \$397,067

Contact: Strategic Property Partners, LLC, Brooke May, 727.204.7618

Role: State of Florida Qualifier for ECS Florida

ECS provided Construction Materials Testing and Inspection Services at Block C of the Water Street Tampa project in Tampa, FL. ECS also provided a Third-Party Code Compliance Plan Review for compliance with the 2018 Florida Building Code for the continued construction of the proposed building. These inspection services include a review of Building, Structural, Accessibility, Mechanical, Electrical, and plumbing design documents for the issuance of related construction permits.

Rasmussen College, Brandon, FL, 2020-2021, \$18,762

Contact: Rasmussen College, Duncan Williams, 312.525.0245

Role: State of Florida Qualifier for ECS Florida

ECS provided a Third-Party Code Compliance Plan Review at Rasmussen College in Brandon, FL. ECS' review is provided to the design team to support expedited construction. In summary, those services include a review of Building, Structural, Accessibility, Mechanical, Electrical, and Plumbing design documents for the issuance of related construction permits.

Palma Sola Bay Club, Bradenton, FL, 2021-2022, \$9,450

Contact: Bradenton Cove, Freddy Demers, 305.927.6807

Role: State of Florida Qualifier for ECS Florida

ECS performed Private Party Code Compliance Inspection Services on Palma Sola Bay Club Buildings 1, 7, 9 and 19.

TAB B - QUALIFICATIONS AND RELATED EXPERIENCE

ROBERT S. METCALF, SI

SENIOR BUILDING AND CODE INSPECTOR



REGISTRATIONS

Certified Building Code Official: FL
Certified Building Official: FL
Standard Plans Examiner: FL
Standard Inspector: FL
Certified Contractor: FL
Certified Roofing Contractor: FL
First Coast Chapter of the BOAF

SKILLS

Continuing Education Educator

EDUCATION

Associate of Arts, 1996, Building
Construction, Hillsborough
Community College, Tampa, FL

EXPERIENCE

Industry: 29 Years
ECS: 4 Years

Mr. Robert Metcalf is a Florida Licensed Inspector and Contractor with ECS Florida, LLC. With over 28 years of experience. He first learned to build homes in High School. This work eventually led him to become a Florida Licensed contractor. At a young age, he saw a wide array of construction practices, materials and designs; working on everything from small homes to high-rise buildings. Metcalf started inspecting buildings in 1998 when he was hired by the City of Jacksonville Building Department. As an inspector he has inspected large commercial buildings to single family homes. Metcalf spent over 20 years with the City of Jacksonville Building Inspection division. He started as a field inspector and retired as the Building Inspections Supervisor.

RECENT PROJECT EXPERIENCE

Ashley Square, Jacksonville, FL, 2020-2021, \$29,800

Contact: Ashley Square, Krystian Rozanski , 813.591.4136

Role: Senior Building and Code Inspector

ECS provided r Construction Materials Testing, Threshold Inspection Services and Fire Stopping Inspection Services for the Ashley Square project located in Jacksonville, Florida. For threshold inspections, ECS visited the site three times per week for a duration of ten months. We also performed inspections of fire penetrations and joints at the subject project.

LISTED PROJECT EXPERIENCE

- SJCS High School III - Fire Stopping, St. Augustine, FL
- K-8 School MM - Fire Stopping, St. Augustine, FL
- Ascend Durbin Creek Crossing - Fire Stopping & PPI, St. Johns, FL
- Integra Cocoa Apartments - PPI, Cocoa, FL
- Novo Kendall Town - Fire Stopping & PPI, Jacksonville, FL
- Ashley Square - Fire Stopping & PPI, Jacksonville, FL
- FIS Headquarters - Fire Stopping & PPI, Jacksonville, FL
- Terrabella - PPI, Jacksonville, FL
- JTA Apartments - PPI, Jacksonville, FL
- Exchange at Orange Park - Fire Stopping & PPI, , Jacksonville, FL
- State Road 207 Shopping Center, St Augustine, FL
- Strand Buildings S-3 & S-5 PPI Inspections, Jacksonville, FL
- Longleaf and Greenbriar Shopping Center - Drawdown, St. Johns, FL
- Bentley of Jacksonville - PPI, Jacksonville, FL
- Tom Bush Mazda Renovation - PPI, Jacksonville, FL

TAB B - QUALIFICATIONS AND RELATED EXPERIENCE

REYNALDO “REY” RUIZ, PE, SI

ASSISTANT BRANCH MANAGER AND CODE COMPLIANCE INSPECTOR (BMEP)



Mr. Rey Ruiz, PE is the Assistant Branch Manager and a Code Compliance Inspector for the ECS Tampa office. His responsibilities include report and proposal preparation, project management, threshold inspections, client development and marketing. Ruiz has experience managing construction materials testing projects such as residential high-rises, multi-family apartments, commercial warehouses, retail and roadwork. His experience includes threshold observations regarding wood framing components, post-tension slabs, masonry construction, structural steel framing, slabs on grade, and light gauge metal framing; observing debris and muck removal, soils and concrete testing.

REGISTRATIONS

Professional Engineer: FL

Special Inspector: FL

CERTIFICATIONS

ACI Concrete Field Testing
Technician Level I

CTQP Earthwork Construction
Inspection Level I

Portable Nuclear Gauge
Safety Certification

Level 2 Unbonded PT Inspector

EDUCATION

Bachelor of Science, 2013,
Civil Engineering, Clarkson
University, Potsdam, NY

EXPERIENCE

Industry: 8 Years
ECS: 8 Years

RECENT PROJECT EXPERIENCE

Block C, Tampa, FL, 2018-2020, \$397,067

Contact: Strategic Property Partners, LLC, Brooke May, 727.204.7618

Role: Code Compliance Inspector (BMEP)

ECS provided Construction Materials Testing and Inspection Services at Block C of the Water Street Tampa project in Tampa, FL. ECS also provided a Third-Party Code Compliance Plan Review for compliance with the 2018 Florida Building Code for the continued construction of the proposed building. These inspection services include a review of Building, Structural, Accessibility, Mechanical, Electrical, and plumbing design documents for the issuance of related construction permits.

Water Street Greenwise Publix, Tampa, FL, 2020-2021, \$34,918

Contact: Strategic Property Partners, LLC, Brooke May, 727.204.7618

Role: Code Compliance Inspector (BMEP)

ECS provided Private Provider Inspection services and Threshold Inspection services for the Publix Greenwise Market-Interior Finish at Block C in Tampa, Florida. The scope of these services included all materials, labor, supervision, engineering, equipment, permits and the interior finish includes mechanical, electrical, and plumbing installations within the first level of the completed building shell.

In late 2021, ECS also performed construction materials testing for the current project. This includes earthwork, cast-in-place concrete, masonry and structural steel.

Palma Sola Bay Club, Bradenton, FL, 2021-2022, \$9,450

Contact: Bradenton Cove, Freddy Demers, 305.927.6807

Role: Code Compliance Inspector (BMEP)

ECS performed Private Party Code Compliance Inspection Services on Palma Sola Bay Club Buildings 1, 7, 9 and 19.

TAB B - QUALIFICATIONS AND RELATED EXPERIENCE

PATRICH HOAG

CODE COMPLIANCE PROJECT MANAGER

REGISTRATIONS

Building Code Administrators
& Inspector: FL
Certified Structural
Masonry Inspector
Construction Specification
Institute (CSI), Construction
Documents Technician (CDT-1997)
DBPR Standard Building Inspector
No. BN5148 (Commercial Building,
Plumbing and Mechanical)
International Code Council (ICC)
Commercial Building Inspector
No. 5269707-B2, Commercial
Plumbing Inspector No. 5269707-
P2, Commercial Mechanical
Inspector No. 5269707-M2
Florida Department of
Environmental Protection,
NPDES Inspector #18687
U.S. Army Corps of Engineers,
CQMC Certification #784,
2 Feb 2016-2021
OSHA 30-HR Certificate 4
EM385-1-1 Competent Person-
Fall Prevention & Protection

EDUCATION

1995, General Studies, Fire
Science Technology, Daytona
Beach State College, Daytona, FL
1997, Architecture, CADD and
Project Management, Seminole
State College, Sanford, FL

EXPERIENCE

Industry: 22 Years
ECS: 6 Years

Mr. Hoag is a Code Compliance Inspector with ECS Florida, LLC. He has a background in Inspections, Quality Assurance, Site Safety and Construction Management. His responsibilities include Code Compliance Inspection of in progress construction. Having the combination of code compliance Florida Licenses and Certifications, Mr. Hoag has inspected all facets of a building, capable of identifying field conflicts with interdisciplinary awareness, and significant experience to identify potential conflicts within a construction schedule.

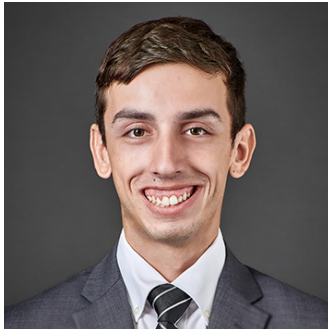
LISTED PROJECT EXPERIENCE

- VQ renovations, MacDill AFB, Tampa, FL
- JCSE Rework of Offices and COM Lab, MacDill AFB, Tampa, FL
- FL-ANG component (JCSS), MacDill AFB, Tampa, FL
- Training Facilities and KC-135 Beddown Flight
SIM, MacDill AFB, Tampa, FL
- H5 conversion to a Fuel Maintenance Cell, MacDill AFB, Tampa, FL
- Several DoD Renovation/New Construction Projects
for USACE, AFCEC, ANG, Huntsville, AL
- MacDill AFB, 6th Civil Engineering Squadron, Tampa, FL
- FA3002-D-0014-TG01 DLA/AFCEE Vance AFB, Enid, OK
- W912DY-15-D-0011-0026 Huntsville Corp of
Engineers USARC, Brainerd, MN
- FA3002-08-D-0014-9F01/SATOC, Selfridge ANGB, Chesterfield, MI
- FA3002-08-D-0014-TG05 DLA/SATOC- Altus Air Force Base, Altus, OK
- FA3002-08-D-0014-TG03 DLA/SATOC Wright-Patterson AFB, Dayton, OH
- W912QR-18-C-0004/Wright-Patterson Air Force Base, Dayton, OH

TAB B - QUALIFICATIONS AND RELATED EXPERIENCE

ANIS ELKAZ, PE

CODE COMPLIANCE FIELD INSPECTOR (BMEP)



REGISTRATIONS

Professional Engineer: FL

CERTIFICATIONS

ACI Concrete Field
Testing Technician

OSHA 10 Hour

Hazmat

Nuclear Safety

Level 1 Unbonded PT
– Field Installation

F-Number Measurement

EDUCATION

Bachelor of Science, 2015,
Civil Engineering, University of
North Florida, Jacksonville, FL

EXPERIENCE

Industry: 6 Years

ECS: 6 Years

Mr. Anis Elkaz, PE joined ECS in 2016 as a Staff Project Manager in our Construction Materials Testing Department. Elkaz worked in the soils and concrete labs. After a few months of pile inspection for Project LTF, Elkaz was promoted to a Staff Project Manager in March 2017 and currently manages a number of different projects across the city Jacksonville, St. Johns County, Clay County, Nassau County and Fernandina Beach. Elkaz's experience includes a variety of specialty CMT services which includes floor flatness/F-number measurement, pull testing, unbonded post-tension inspection, threshold inspections, pile driving analysis and inspection, and special inspections. Elkaz also has some experience in geotechnical work. Elkaz has compiling geotechnical recommendations for soil suitability, classifying soil samples, monitoring test pit excavations and drilling operations, performing underdrain analysis and demuck site observation.

RECENT PROJECT EXPERIENCE

School III, St. Johns, FL, 2019-2022, \$15,100

Contact: St. Johns County Schools, Dennis Ramharry, 904.547.8157

Role: CMT/Inspections

ECS Florida, LLC. (ECS) has provided Geotechnical Engineering, Construction Materials Testing, Threshold and Inspections on this project. High School III in northeast St. Johns County will be located off Beachwalk Boulevard within the Beachwalk development. This school was designed by utilizing a reuse of a middle/high school from another school district that was adapted to the best practices of the St. Johns County School District. It is comprised of five separate buildings surrounding a secure courtyard. These five buildings comprise the following; Administration/Media Center, Auditorium, Gymnasium, Cafeteria and a Classroom Building. Classrooms exist in all buildings except the Cafeteria, but the majority are housed in the three-story classroom building. This building houses general education classes, ESE classes and science labs, along with a collaborative course on each floor. These collaborative areas will provide a space for project-based learning, small group instruction and flexible groupings.

LISTED PROJECT EXPERIENCE

- Aberdeen K-8 School LL, St. Johns, FL
- Aspire at Amelia Island, Amelia Island, FL
- Crosswater Villages Phases 3 and 4, Ponte Vedra Beach, FL
- Duval Fulfillment Center, Jacksonville, FL
- Elementary School "Y" Oakleaf Plantation Threshold, Orange Park, FL
- Gateway, St. Augustine, FL
- Grand Living at Tamaya, Jacksonville, FL

TAB B - QUALIFICATIONS AND RELATED EXPERIENCE

SIDNI HOXHA, PE

CODE COMPLIANCE PROGRAM MANAGER (BUILDING)

REGISTRATIONS

Professional Engineer: FL
B2 - Building Inspector
P2 - Plumbing Inspector
M2 - Mechanical Inspector

SKILLS

PPI Inspection
Building Inspections
Materials Testing
Senior Reviewer

EDUCATION

Bachelor of Science, Civil
Engineering, 2015, Old Dominion
University, Norfolk, VA

EXPERIENCE

Industry: 6 Years
ECS: 2 Years

Mr. Sidni Hoxha, PE is a Project Engineer for ECS Florida, LLC with over five years of experience in geotechnical engineering, materials testing, threshold inspections, and private provider inspections/project management. His responsibilities include private provider project management and inspections. Mr. Hoxha has also served as Principal-in-Charge on several Private Provider projects.

RECENT PROJECT EXPERIENCE

Block C, Tampa, FL, 2018-2020, \$397,067

Contact: Strategic Property Partners, LLC, Brooke May, 727.204.7618

Role: Code Compliance Field Inspector (BMEP)

ECS provided Construction Materials Testing and Inspection Services at Block C of the Water Street Tampa project in Tampa, FL. ECS also provided a Third-Party Code Compliance Plan Review for compliance with the 2018 Florida Building Code for the continued construction of the proposed building. These inspection services include a review of Building, Structural, Accessibility, Mechanical, Electrical, and plumbing design documents for the issuance of related construction permits.

Block F1, Tampa, FL, 2019-2022, \$209,791

Contact: Strategic Property Partners, LLC, Brooke May, 727.204.7618

Role: Code Compliance Field Inspector (BMEP)

ECS has conducted Construction Materials Testing services as well as a Third-Party Code Compliance Plan Review at Block F1 of the Water Street Tampa project in Tampa, FL.

Block B, Tampa, FL, 2018-2019, \$206,841

Contact: Strategic Property Partners, LLC, Brooke May, 727.204.7618

Role: Code Compliance Field Inspector (BMEP)

ECS conducted Third-Party Code Compliance Plan Review and Inspection services at Block B of the Water Street Tampa project in Tampa, FL. This was a 26-story high rise project for JW Marriott.

Martha B King Middle School, Bradenton, FL, 2021-2021, \$3,454

Contact: School Board of Manatee County, John Williams, 941.708.8800 ext.44182

Role: Code Compliance Field Inspector (BMEP)

ECS conducted Third-Party Code Compliance Plan Review and Inspection services at Martha B King Middle School in Bradenton, FL. The project consisted of the construction of two independent canopy systems along the car line areas.

TAB B - QUALIFICATIONS AND RELATED EXPERIENCE

EDMUND SINSCO, JR, CBO

SENIOR CODE COMPLIANCE FIELD INSPECTOR (BMEP)

REGISTRATIONS

Standard Commercial
Building Inspector, FL
Commercial Electrical Code
Compliance Inspector, FL
Commercial Mechanical Code
Compliance Inspector, FL
Commercial Plumbing Code
Compliance Inspector, FL

Mr. Sinsko is a Senior Code Compliance Inspector with ECS Florida, LLC. His responsibilities include Code Compliance Inspection of in progress construction pertaining specifically to high rise, medical facility, and governmental facility construction. Having the combination of code compliance Florida Licenses, Mr. Sinsko has inspected all facets of a building, capable of identifying field conflicts with interdisciplinary awareness, and significant experience to identify potential conflicts within a construction schedule.

EXPERIENCE

Industry: 37 Years
ECS: 11 Years

RECENT PROJECT EXPERIENCE

Block C, Tampa, FL, 2018-2020, \$397,067

Contact: Strategic Property Partners, LLC, Brooke May, 727.204.7618

Role: Senior Code Compliance Field Inspector (BMEP)

ECS provided Construction Materials Testing and Inspection Services at Block C of the Water Street Tampa project in Tampa, FL. ECS also provided a Third-Party Code Compliance Plan Review for compliance with the 2018 Florida Building Code for the continued construction of the proposed building. These inspection services include a review of Building, Structural, Accessibility, Mechanical, Electrical, and plumbing design documents for the issuance of related construction permits.

Block F1, Tampa, FL, 2019-2022, \$209,791

Contact: Strategic Property Partners, LLC, Brooke May, 727.204.7618

Role: Senior Code Compliance Field Inspector (BMEP)

ECS has conducted Construction Materials Testing services as well as a Third-Party Code Compliance Plan Review at Block F1 of the Water Street Tampa project in Tampa, FL.

Block B, Tampa, FL, 2018-2019, \$206,841

Contact: Strategic Property Partners, LLC, Brooke May, 727.204.7618

Role: Senior Code Compliance Field Inspector (BMEP)

ECS conducted Third-Party Code Compliance Plan Review and Inspection services at Block B of the Water Street Tampa project in Tampa, FL. This was a 26-story high rise project for JW Marriott.

TAB B - QUALIFICATIONS AND RELATED EXPERIENCE

ROGER SANDERS, GC, CBO, PX

SENIOR CODE COMPLIANCE PLANS EXAMINER (BMEP)

REGISTRATIONS

Standard Commercial
Building Inspector, FL
Commercial Electrical Code
Compliance Inspector, FL
Commercial Mechanical Code
Compliance Inspector, FL
Commercial Plumbing Code
Compliance Inspector, FL

EXPERIENCE

Industry: 33 Years
ECS: 3 Years

Mr. Sanders is a Chief Building Official, Senior Plans Examiner, and a Senior Code Compliance Inspector with ECS Florida, LLC. His responsibilities include Code Compliance Plans Review primarily while also offering support for Code Compliance Inspection of in progress construction pertaining specifically to high rise, medical facility, and governmental facility construction. Mr. Sanders has significant experience with plans examination on commercial, residential, industrial, and governmental facilities.

RECENT PROJECT EXPERIENCE

Block F1, Tampa, FL, 2019-2022, \$209,791

Contact: Strategic Property Partners, LLC, Brooke May, 727.204.7618

Role: Senior Code Compliance Plans Examiner

ECS has conducted Construction Materials Testing services as well as a Third-Party Code Compliance Plan Review at Block F1 of the Water Street Tampa project in Tampa, FL.

Rasmussen College, Brandon, FL, 2020-2021, \$18,762

Contact: Rasmussen College, Duncan Williams, 312.525.0245

Role: Senior Code Compliance Plans Examiner

ECS provided a Third-Party Code Compliance Plan Review at Rasmussen College in Brandon, FL. ECS' review is provided to the design team to support expedited construction. In summary, those services include a review of Building, Structural, Accessibility, Mechanical, Electrical, and Plumbing design documents for the issuance of related construction permits.

Palma Sola Bay Club, Bradenton, FL, 2021-2022, \$9,450

Contact: Bradenton Cove, Freddy Demers, 305.927.6807

Role: Senior Code Compliance Plans Examiner

ECS performed Private Party Code Compliance Inspection Services on Palma Sola Bay Club Buildings 1, 7, 9 and 19 in Bradenton, Florida.

Rasmussen College, Orlando, FL, 2021-2022, \$4,140

Contact: Rasmussen College, Duncan Williams, 312.525.0245

Role: Senior Code Compliance Plans Examiner

ECS provided Third Party Code Compliance Plan Review and Inspection Services for Rasmussen University in Orlando, FL. The project is scheduled to be completed in 2022. Our services included a review of Building, Structural, Accessibility, Mechanical, Electrical, and Plumbing design documents for the issuance of related construction permits.

TAB B - QUALIFICATIONS AND RELATED EXPERIENCE

ANTHONY BLOMQUIST

CODE COMPLIANCE PROJECT MANAGER/INSPECTOR

REGISTRATIONS

- Combination Inspector
- Plumbing Insp General
- Electrical Insp Commercial
- Mechanical Insp General
- Commercial Energy Insp
- Fire Inspector 1

SKILLS

- PPI Inspection
- Building Inspections

EXPERIENCE

- Industry: 15 Years
- ECS: 8 Years

Mr. Anthony Blomquist is a Code Compliance Inspector for ECS. He has a background in Inspections, Quality Assurance, Site Safety with residential and commercial building inspections for over 16 years. Blomquist joined ECS in 2014. His responsibilities include Code Compliance Inspection of in progress construction. Having the combination of code compliance Licenses and Certifications, Mr. Blomquist has inspected all facets of a building, capable of identifying field conflicts with interdisciplinary awareness, and significant experience to identify potential conflicts within a construction schedule.

RECENT PROJECT EXPERIENCE

WATER STREET GREENWISE PUBLIX, TAMPA, FL, 2020-2021, \$34,918
Contact: Strategic Property Partners, LLC, Brooke May, 727.204.7618
Role: Code Compliance Project Manager/Inspector

ECS provided Private Provider Inspection services and Threshold Inspection services for the Publix Greenwise Market-Interior Finish at Block C in Tampa, Florida. The scope of these services included all materials, labor, supervision, engineering, equipment, permits and the interior finish includes mechanical, electrical, and plumbing installations within the first level of the completed building shell.

In late 2021, ECS also performed construction materials testing for the current project. This includes earthwork, cast-in-place concrete, masonry and structural steel.

Rasmussen College, Orlando, FL, 2021-2022, \$4,140
Contact: Rasmussen College, Duncan Williams, 312.525.0245
Role: Code Compliance Project Manager/Inspector

ECS provided Third Party Code Compliance Plan Review and Inspection Services for Rasmussen University in Orlando, FL. The project is scheduled to be completed in 2022. Our services included a review of Building, Structural, Accessibility, Mechanical, Electrical, and Plumbing design documents for the issuance of related construction permits.

Rasmussen College, Brandon, FL, 2020-2021, \$18,762
Contact: Rasmussen College, Duncan Williams, 312.525.0245
Role: Code Compliance Project Manager/Inspector

ECS provided a Third-Party Code Compliance Plan Review at Rasmussen College in Brandon, FL. ECS' review is provided to the design team to support expedited construction. In summary, those services include a review of Building, Structural, Accessibility, Mechanical, Electrical, and Plumbing design documents for the issuance of related construction permits.



TAB B - QUALIFICATIONS AND RELATED EXPERIENCE

ALFONSO R. ZACOUR OTERO, AIA, NCARB, CFPS

SENIOR ARCHITECT, CODE COMPLIANCE PLANS EXAMINER (BMEP) AND INSPECTOR



REGISTRATIONS

Registered Architect: FL, PR

ASSOCIATIONS

American Institute of
Architects, AIA

National Council of Architectural
Registration Boards, NCARB

National Fire Protection
Association, NFPA

EDUCATION

Master in Architecture, 1998
School of Architecture
University of Puerto Rico

Bachelor of Education, 1996
School of Architecture
University of Puerto Rico

EXPERIENCE

Industry: 19 Years
ECS: 1 Year

Mr. Zacour is a Private Provider Plan Reviewer, Building Code Inspector and Threshold Inspector with ECS Florida, LLC. His responsibilities include plan review and code-compliance inspections of a diverse range of buildings of multiple occupancy types. He has a broad range of experience managing the structural evaluation, inspection, and assessment of existing buildings across Central Florida.

He has been involved in various forensic jobs requiring thorough knowledge of roof and waterproofing systems. Mr. Zacour has performed as a Private Provider for various counties and cities in Central Florida such as Volusia, Seminole and Marion County. Cities include Fort Pierce, Saint Cloud, Winter Springs and Oviedo.

RECENT PROJECT EXPERIENCE

Rasmussen College, Orlando, FL, 2021-2022, \$4,140

Contact: Rasmussen College, Duncan Williams, 312.525.0245

Role: Code Compliance Project Manager/Inspector

ECS provided Third Party Code Compliance Plan Review and Inspection Services for Rasmussen University in Orlando, FL. The project is scheduled to be completed in 2022. Our services included a review of Building, Structural, Accessibility, Mechanical, Electrical, and Plumbing design documents for the issuance of related construction permits.

Block C, Tampa, FL, 2018-2020, \$397,067

Contact: Strategic Property Partners, LLC, Brooke May, 727.204.7618

Role: Senior Code Compliance Field Inspector (BMEP)

ECS provided Construction Materials Testing and Inspection Services at Block C of the Water Street Tampa project in Tampa, FL. ECS also provided a Third-Party Code Compliance Plan Review for compliance with the 2018 Florida Building Code for the continued construction of the proposed building. These inspection services include a review of Building, Structural, Accessibility, Mechanical, Electrical, and plumbing design documents for the issuance of related construction permits.



TAB C

Approach and Value-Added Services Within The Request of Services

TAB C - APPROACH AND VALUE-ADDED SERVICES

ECS' APPROACH TO ACHIEVING THE IDENTIFIED TASKS

Third Party Code Compliance Inspection services will be provided on a part-time basis and on an as-needed basis. Typically the third party inspections begin shortly after demolition of existing structures is complete, rough-in work begins, and continues until the completion of the project at such time our recommendation for a certificate of occupancy to the Authority Having Jurisdiction (AHJ). ECS bases the anticipated number of inspections on a given construction schedule in order to gain the best understanding the contractor's intensity and inspection frequency required. The inspectors assigned to the project are capable of providing combination Building and MEP Code Compliance inspections during the same visits. The general contractor is encouraged take advantage of our combination inspection capability by scheduling combination trade inspections wherever possible because there is no additional charge for performing more than one discipline during the same field visit.

Prior to the first inspection occurring, the owner is required to fill out a Third Party Notice to Building Official form (NTBO) in order to designate ECS as the Third Party Code Compliance Inspection Agency to the AHJ. In addition, **ECS requires a copy of all the building and trade permits on file in order to register the inspections with AHJ.** A preconstruction meeting traditionally occurs between the ECS code compliance department, the general contractor, and the owner/design team in order to establish points of contact, discuss the inspection process, and develop reporting distribution lists.

Inspection scheduling is conducted by the general contractor's designated representative submitting a request to <http://schedule.ecslimited.com/>, email to _56Scheduling@ecslimited.com (please note the first "underscore" at the beginning of the email address), or by calling our 24 hour scheduling line at 813-416-2807. **PLEASE NOTE: ECS highly recommends the scheduling of individual trades with the AHJ be done by the general contractor's designated representative so as to maintain control over the scheduling process and simply informing ECS of what was scheduled.** ECS assists in establishing best practices with on-site personnel to this end. We recommend the scheduling request be submitted to ECS and the AHJ 24 hours prior to the date requested so ECS can accommodate the request. Upon receiving the inspection request, the scheduling admin schedules an inspection time and assign an appropriate ECS Code Compliance Field Inspector based on the trades requiring inspection.

Upon completion of the inspection, the field inspector submits an electronic field report to the ECS Project Manager for review. The project manager submits the report to the ECS Professional in Charge for certification. Reports are then automatically emailed to the distribution list established during the pre-construction meeting. The reporting process takes 24 to 48 hours from completion of the inspection to report distribution. Final certifications to the AHJ typically require 2-3 business days to process prior to submittal. ECS anticipates there will be 1 close out submittal per permit to the AHJ for Final Occupancy.

The AHJ reserves the right to conduct oversight inspections for the project at any point during the project prior to the issuance of a certificate of occupancy. The AHJ has the final determination in any and all code interpretations.

PROJECT OPPORTUNITIES AND CHALLENGES/RECOMMENDATIONS/ VALUE-ADDED SERVICES

There are several advantages and project opportunities in the utilization of Third Party Code Compliance Inspection Services. Such advantages and opportunities include timely inspections (i.e. ECS inspectors arrive when scheduled at specific times as opposed to vague timeframes), after hours inspections at no additional cost, weekend and bank holiday inspections at no additional costs, and of course multi-certified code compliance inspectors capable of reviewing multiple trades in one visit to keep projects moving forward.

Challenges are certainly expected during construction in the form of code interpretations, field modifications to submitted and approved plans, and overall construction schedule. ECS has extensive experience addressing these challenges given the common nature of such occurrences. ECS maintains close communication between offices throughout the State of Florida as well as internally between our support staff, project management staff and inspection staff. Close collaboration coupled with experience sharing allows ECS the ability to respond quickly to a project challenge with the right answer.

TAB C - APPROACH AND VALUE-ADDED SERVICES

PROJECT EXPERIENCE - CODE CONSULTING AND PLAN REVIEW PROJECTS



PARK PLACE TAMPA

Tampa, FL
Third Party Plan Review and Code Compliance

TERRABELLA APARTMENTS

Jacksonville, FL
Third Party Plan Review and Code Compliance

DPR CONSTRUCTION NEW OFFICE BUILD OUT

Tampa, FL
Third Party Plan Review and Code Compliance

FREE THE CORK WINE AND SPIRITS INTERIOR BUILD OUT

Tampa, FL
Third Party Plan Review and Code Compliance

CIRCLE K CONVENIENCE STORE

Pasco County, FL
Third Party Plan Review and Code Compliance

PROJECT D

St. Pete, FL
Third Party Plan Review and Code Compliance

WILLIS TOWER WATSON

Tampa, FL
Third Party Plan Review and Code Compliance

JOTORO MEXICAN PROVISIONS RESTAURANT

Downtown Tampa, FL
Third Party Plan Review and Code Compliance

EDITION HOTEL (BLOCK F1)

Downtown Tampa, FL
Third Party Plan Review and Code Compliance

BLOCK F2 PLAN REVIEW

Downtown Tampa, FL
Third Party Plan Review and Code Compliance

WATER STREET WHITE BOX SUITE 115B

Downtown Tampa FL
Third Party Plan Review and Code Compliance

GLOBAL OUTREACH RENOVATION PROJECT

Jacksonville, FL
Third Party Plan Review and Code Compliance

DOUGLAS GRANDE AT TELECOM PARK - 14

Temple Terrace, FL
Third Party Plan Review and Code Compliance

WATER STREET WHITE BOX SUITE 119 (JOYFUL NOTIONS)

Downtown Tampa, FL
Third Party Plan Review and Code Compliance

HOLIDAY INN EXPRESS

Tampa, FL
Third Party Plan Review and Code Compliance

ASBURY APARTMENTS

Riverview, FL
Third Party Plan Review and Code Compliance

SANCTUARY DISTILLERY COMMERCIAL BUILD OUT

Orlando, FL
Third Party Plan Review and Code Compliance

PHILLIPSON RESIDENCE

Clearwater FL
Third Party Plan Review and Code Compliance

SUNCOAST CROSSINGS

Pasco County, FL
Third Party Plan Review

ENSUREM CALL CENTER

St. Petersburg, FL
Third Party Plan Review

SANCTUARY MEDICINALS

Ft. Pierce, FL
Tampa, FL
Jupiter, FL
West Palm Beach, FL
Third Party Plan Review and Code Compliance

TAB C - APPROACH AND VALUE-ADDED SERVICES

EXPERIENCE AND EXPERTISE OF THE FIRM



TERRABELLA

FIRE PENETRATION AND JOINTS INSPECTION

ECS provided code compliance plan review services to support the City of Jacksonville with supplemental work load. ECS was able to provide plan review comments to the project owner within 4 business days. Working closely with the design team, ECS was able to provide continuous support to the project in bringing the full set of plans into compliance with current Florida Building Code and National Electric Code. As a result of ECS' involvement, the plans proceeded through the permitting process efficiently with an estimated 2 month overall timeline reduction.



GLOBAL OUTREACH RENOVATION PROJECT

THIRD PARTY PLAN REVIEW

ECS was able to provide this project with specific consulting pertaining to the type of construction alterations proposed and bringing them across the finish line in compliance with the current building code. Further, as a result of ECS' combination plan review approach, MEP trade equipment conflicts were recognized early prior to construction documents being issued preventing significant cost increases and delays in project completion.



UF HEALTH C1-272 INTERIOR BUILD-OUT (MEDICAL FACILITY)

THIRD PARTY PLAN REVIEW

ECS provided support to the local municipality by providing MEP plan review services issuing plan review comments within 2 business days for all trades reviewed. Accelerating the project toward compliance with current building code, ECS was able to save the project several months thus resulting in a construction date adhering to the budgetary requirements. By accelerating the code compliance plan review, the project was reset to its initial timeline saving significant money to the project owner.

TAB C - APPROACH AND VALUE-ADDED SERVICES

EXPERIENCE AND EXPERTISE OF THE FIRM



AMERICAN UNIVERSITY HALL OF SCIENCE THIRD PARTY PLAN REVIEW

ECS performed a Third Party Review of the architectural, structural, mechanical, electrical, plumbing and fire protection drawings for the construction of a new three story, 125, 000 square foot science research laboratory building with 1447 occupants located on the campus of the American University. The building design included a vivarium and building automation systems for the air handling and hot water systems. As a research facility, it also incorporated surgery and laboratory spaces as well as offices, storage and classrooms on each floor. The review conducted by ECS identified a number of corrections required and following those corrections, the construction permits for construction were issued by the Authority Having Jurisdiction.



MASSACHUSETTS PLACE APARTMENTS BUILDING AND MECHANICAL RENOVATIONS THIRD PARTY PLAN REVIEW

ECS performed a Third Party Review of the architectural, structural, mechanical, electrical, plumbing, energy compliance documents and fire protection drawings for the renovation of the ten story, 135, 784 square foot apartment building in Washington DC. Renovations included replacement of the central heating and cooling plant, lighting, public spaces and accessible units. The review conducted by ECS identified a number of corrections required and following those corrections, the construction permits for construction were issued by the Authority Having Jurisdiction.



4209 9TH STREET, NW ACCESSIBILITY DESIGN COMPLIANCE REVIEW

ECS performed a peer review of architectural drawings for the renovation of a three-story building in downtown Washington, for their compliance with the District of Columbia's accessibility codes. The renovation was specifically for the build-out of the District Court's Balanced and Restorative Justice Drop-in Center. ECS' evaluation took into consideration the public accommodations provisions of 2009 ANSI A117.1 Accessibility Code for an institutional occupancy. The metric used emphasized approach and entrance, access to goods and services, toilet rooms and means of egress. As construction was underway at the time of the peer review, ECS included a site visit which revealed further compliance issues not identified in the drawings under review. The final report listed the non-compliances and the relevant code sections in an Excel spreadsheet.

TAB C - APPROACH AND VALUE-ADDED SERVICES

EXPERIENCE AND EXPERTISE OF THE FIRM



THE HIGHLINE AT UNION MARKET

THIRD PARTY PLAN REVIEW

ECS performed the third party plan review of the construction documents for a new 227,000 SF mixed use development in the Union Market neighborhood of Washington, DC. The development, currently under construction, includes 318 apartments, ground-story retail and a two-level underground garage. ECS' review was in strict conformance with the Third Party Plan Review Agency Program Standards set by the District of Columbia's Department of Consumer and Regulatory Affairs.



1772 CHURCH STREET, NW

THIRD PARTY PLAN REVIEW

ECS performed the third party plan review of the construction documents for a new 66,000 SF mixed use development in the Dupont Circle neighborhood. The development, now under construction, incorporates the ruins of an 1800's church into a new 55-unit, multifamily residential building, a two-level garage and an adjacent new 18,000 SF building that combines spaces for worship, learning, and community engagement for the St. Thomas Episcopal Parish. ECS' review was in strict conformance with the Third Party Plan Review Agency Program Standards set by the District of Columbia's Department of Consumer and Regulatory Affairs.



CHRISTIANSBURG VALVOLINE INSTANT OIL CHANGE

THIRD PARTY PLAN REVIEW

ECS performed the third party plan review of the construction documents for a new 3,336, one story oil change shop in Christiansburg, Virginia. Our review included building, structural, mechanical, electrical, plumbing and energy documents. ECS also reviewed oil volatile and waste design parameters for conformance with the building codes. ECS' review was in strict conformance with the Third Party Plan Review Agency Program Standards set by the Town of Christiansburg and resulted in issuance of the construction permits.



TAB D

Financial History



TAB E

Pricing Sheet

TAB E - PRICING SHEET



**ATTACHMENT 1
RFP #22-10 SCHEDULE OF UNIT PRICING**

**CITY OF PORT ORANGE
BUILDING INSPECTION AND PLAN REVIEW SERVICES**

Completed Attachment 1 Bid Proposal form **MUST** be included with Bid Submission
Bidders are required to complete all fields shaded in green.

NAME OF BUSINESS:	ECS Florida, LLC		
CONTACT PERSON:	David Bearce, PE, SI/Victor Faltas, PE		
EMAIL ADDRESS:	dbearce@ecslimited.com / vfaltas@ecslimited.com		
AUTHORIZED SIGNATURE:			
DESCRIPTION	APPROXIMATE YEARLY HOURS	WEEKDAY HOURLY RATE	TOTAL
A. FIELD INSPECTION - BUILDINGS	5,200	\$125.00	\$650,000.00
B. PLAN REVIEW SERVICES	1,040	\$225.00	\$234,000.00
GRAND TOTAL			\$884,000.00

TAB E - PRICING SHEET



**ATTACHMENT 1
RFP #22-10 SCHEDULE OF UNIT PRICING**

**CITY OF PORT ORANGE
BUILDING INSPECTION AND PLAN REVIEW SERVICES**

Completed Attachment 1 Bid Proposal form **MUST** be included with Bid Submission
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NAME OF BUSINESS:	ECS Florida, LLC		
CONTACT PERSON:	David Bearce, PE, SI/Victor Faltas, PE		
EMAIL ADDRESS:	dbearce@ecslimited.com / vfaltas@ecslimited.com		
AUTHORIZED SIGNATURE:			
DESCRIPTION	APPROXIMATE YEARLY HOURS	WEEKDAY HOURLY RATE	TOTAL
A. FIELD INSPECTION - BUILDINGS	5,200	\$125.00	\$650,000.00
B. PLAN REVIEW SERVICES	1,040	\$225.00	\$234,000.00
GRAND TOTAL			\$884,000.00

RFP 22-12
**BUILDING
INSPECTION AND
PLAN REVIEW
SERVICES -
CITY OF PORT
ORANGE, FL**

Submittal Due Date:

Tuesday, June 28, 2022

Submittal Due Time:

2:30 PM

Submit Request To:

City of Port Orange
City Clerk's Office
Attn: Jennifer Cox
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129



911 Beville Road Suite 3
South Daytona, FL 32119
P. (386) 756-1105

universalengineering.com



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Statement of Interest

Date: June 28, 2022

Attention: Ms. Jennifer Cox
Purchasing Agent
phone. 386.506.5740
email. jcox@port-orange.org; purchdiv@port-orange.org

Reference: RFP 22-01 Building Inspection and Plan Review Services,
City of Port Orange, Florida

Dear Ms. Cox and Committee Members:

Universal Engineering Sciences (UES), a privately held company, is pleased to present our response to RFP 22-12 Building Inspection and Plan Review Services for the city of Port Orange. The professional project team, located in Daytona Beach, can provide the City with a quality of service unmatched within the geotechnical and materials testing industry. Not only will this proposal clearly illustrate our team's vast resources, excellent responsiveness, and dedication to excellence, but we will also describe our successes with identical scopes and outline our comprehensive and cost-effective approach to the needs of the city of Port Orange.

Having celebrated 57 years of geotechnical and materials testing excellence, UES has established itself as a cultural and technological pioneer and has evolved into one of the industry's most respected and successful privately-owned companies. UES has experienced tremendous growth in the last two years due to extensive strategic mergers. The firm has also welcomed CEO Dave Witsken. Our corporate structure includes Brian Kirkpatrick as President, and several Regional Presidents influencing their respective divisions.

UES has 67 fully operational and fully staffed branches spanning the U.S. These strategically located offices meet the needs of our clients by providing local expert knowledge and solutions unique to each region. The wide distribution of our resources also means that we can rapidly respond to the needs of our clients with an immediate allocation of equipment and manpower.

Our Daytona project team is located at 911 Beville Road Suite 3, South Daytona, Florida 32119. The Daytona office is staffed with dedicated professionals familiar with the region's geographic conditions and state, county, and city regulations and who have developed strong working relationships with local specialized sub-consultants and vendors.

UES' professional engineers, geologists, field technicians, and inspectors are registered throughout the southeastern United States. Most hold advanced degrees in their specialized fields and professional accreditations such as NICET, ACI certification, and State Departments of Transportation (FDOT and GDOT).

Our world-class inspections team works in public and private sectors throughout the U.S., including public and private educational facilities, municipalities, theme parks, hospitality, transportation, residential, higher education, healthcare, and retail. UES' specialists will be supported by a comprehensive set of resources, including one of the largest fleets of energy-efficient, propane-powered vehicles, modern high-capacity drill rigs, and state-of-the-art laboratories capable of performing AASHTO, ASTM, FM, and USACE accredited testing on soils, rock cores, and water samples.

Our mission is to provide the City of Port Orange with cost-effective, efficient, and accurate Inspections and Plan Review services. Integrity is the keystone of our business relationship with all of our clients.

Not only are our employees committed to fulfilling your needs, but the principal management team is also readily available to be of service, anywhere at any time.

Contract Manager

Mike Navarra, Daytona Beach Building Inspections Department Manager, will serve as Customer Contract Manager for this effort. Mike will serve as the main point of contact for all issues related to services performed under this RFP. He will assign personnel as projects are awarded and will oversee each project personally. He will be involved in defining the scope of services and in developing the budget for each. He may be reached at the office address listed, or by phone or email.

911 Beville Road Suite 3
South Daytona, FL 32119
p. 386.756.1105
e. mnavarra@universalengineering.com

Our Principals have thoroughly reviewed and understood this RFP, its related documents, and the anticipated scope of work. This Request for Proposal package has been made without collusion with any other person or entity submitting a proposal pursuant to this RFP. UES attests that the information provided in this RFP response is complete, current, and factual.

Our team is ready to serve as an extension of your staff, and we will represent the City of Port Orange in the best possible way. UES' reputation, facilities, and culture attract some of the industry's most experienced and knowledgeable professionals. Many of our staff have been with the company for ten years or more. No matter the scope of services, our unmistakable passion for excellence is ever-present, as is a camaraderie and eagerness to teach, learn, and contribute to our clients' success.

On behalf of our entire team, we would like to thank you for this opportunity, your time, and consideration. We look forward to working with the City of Port Orange and providing reliable inspections and plan review solutions throughout this contract and beyond. Should the City need to contact us for any reason, please contact the undersigned.

Respectfully,
Universal Engineering Sciences



Brian Pohl, PE, Branch Manager
(386) 756-1105 ext. 10412
bpohl@universalengineering.com
911 Beville Road Suite 3
South Daytona, FL 32119



Mike Navarra, Building Inspections Department Manager/
Customer Contract Manager
(386) 756-1105
mnavarra@universalengineering.com
911 Beville Road Suite 3
South Daytona, FL 32119



TAB A

Required Documents

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

- X Form 9.2 – Proposer’s Acknowledgement
- X Form 9.3 – Addendum and Change Order Procedure Acknowledgement
- X Form 9.4 – Drug Free Preference Statement
- X Form 9.5 – Public Entity Crimes Statement
- X Form 9.6 – Anti-Collusion Form
- X Form 9.7 – Statement of Qualifications
- X Form 9.8 – Professional References for Previous Experience
- X Form 9.9 – Local Business Affidavit of Eligibility
- X Form 9.10 – E-Verify Affidavit
- X Form 9.11 – Debarment, Suspension and Other Responsibility Matters
- X Form 9.12 – Non-Disclosure Agreement for Confidential Material
- X Exhibit “A” Description of Confidential Material
- X Form 9.13 – No Submittal Request Form
- X Attachment 1 - Services Costs/Fees Proposal Form
- X Copy of License (Contractor, Sunbiz, etc.)
- X Submission of one (1) original marked “ORIGINAL”, three (3) copies and one (1) digital (USB flash drive) version in PDF format.

BY: Universal Engineering Sciences
 Name of Business

 Authorized Signature
June 28, 2022
 Date

This document must be completed and returned with your Submittal

FORM 9.2 – PROPOSER’S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Proposals (RFP), Instructions to Proposers, General and/ or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Statement of Qualifications at the prices or rates as finally negotiated. I agree that my Proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed Proposal. Furthermore, I agree to Proposal by all conditions of the Requestor Proposals.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Proposal on behalf of the Proposer/Contractor as its act and deed and that the Proposer/Contractor is ready, willing, and able to perform if awarded the contract.

I further certify that this Proposal is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Proposer interested in said RFP; and that the undersigned executed this Proposer’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

Universal Engineering Sciences

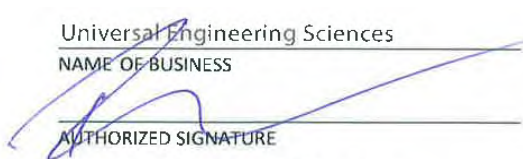
NAME OF BUSINESS

911 Beville Road Suite 3

MAILING ADDRESS

South Daytona, FL 32119

CITY, STATE & ZIP CODE


 AUTHORIZED SIGNATURE

Brian Pohl, PE, Branch Manager

NAME, TITLE, TYPED

Ph: 386-756-1105 Fax: 386-760-4067

TELEPHONE NUMBER / FAXNUMBER

59-1117804

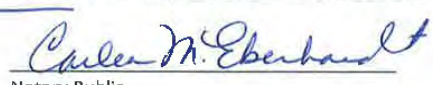
FEDERAL IDENTIFICATION #

bpohl@universalengineering.com

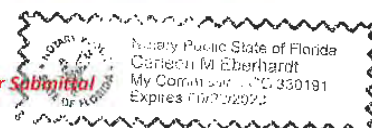
E-MAIL ADDRESS

 STATE OF Florida COUNTY OF Volusia

The foregoing instrument was acknowledged before me this day of 10th June, 2022 by Brian Pohl, who is personally known to me or who has produced ad identification and who did take an oath.

 My Commission Expires: 6/22/23

 Notary Public

This document must be completed and returned with your Submittal



FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT
ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Proposals (RFP), Instructions to Proposers, General and/ or Special Conditions, Specifications, and any other documents accompanying or made a part of this Proposal.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the Proposal form.

Addendum # 1 Date: 6/6/2022 Addendum # _____ Date: _____
 Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the above statement regarding Change Orders to the awarded Contract:

Universal Engineering Sciences

Name of Business

By: _____

Printed Name: Brian Pohl, PE

Title: Branch Manager

STATE OF: Florida

COUNTY OF: Volusia

Sworn to (or affirmed) and subscribed before me this 10th day of June, 2022,
 by Brian Pohl and who:

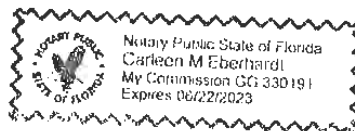
[Notary: Please select one]

☒ Is personally known to me; or

☐ Has produced _____ as identification.

Notary Public, State of: Florida Carleen M. Eberhardt

Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your Submittal

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, 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 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

 STATE OF Florida
 COUNTY OF Volusia
Universal Engineering Sciences

Name of Business

By:

 Printed Name: Brian Pohl, PE

 Title: Branch Manager

 Sworn to (or affirmed) and subscribed before me this 10th day of June, 2022, by
Brian Pohl (NAME), as Branch Manager (TITLE) of
Universal Engineering Sciences, LLC (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

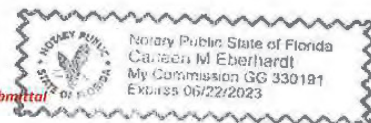
☒ is personally known to me; or

☐ has produced _____ as identification.

Carla M. Eberhardt
 Notary Public, State of Florida

Printed, typed, or stamped name, commission, and expiration:

This document must be completed and returned with your Submittal



FORM 9.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Brian Pohl, PE, who, being by me first duly sworn, made the following statement:

1. The business address of Universal Engineering Sciences (name of Offeror or business) is 911 Beville Road Suite 3 South Daytona, FL 32119.
2. My relationship to Universal Engineering Sciences (name of Offeror or business) is Branch Manager (relationship such as sole proprietor, partner, president, vice-president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean 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 guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member, or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted Proposer list. The name of the convicted person or affiliate is _____.~~ A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

Universal Engineering Sciences

Name of Business

By: [Signature]

Printed Name: Brian Pohl, PE

Title: Branch Manager

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 10th day of June, 2022, by Brian Pohl as Branch Manager of Universal Engineering Sciences, LLC and who:

(Notary, Please select one)

☒ Is personally known to me; or

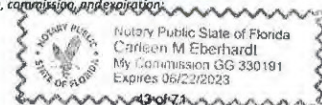
☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed, or stamped name, commission, and expiration:

This document must be completed and returned with your Submittal

RFP #22-12 Building Inspection and Plan Review Services



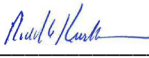
FORM 9.6 – ANTI-COLLUSION FORM**ANTI-COLLUSION STATEMENT PROPOSAL FORM:**

By signing this form, the Proposer agrees that this Proposal is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a Proposal for the same purpose and that the Proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Proposals will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED PROPOSER THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE PROPOSER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PROPOSERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Universal Engineering Sciences

SIGNED BY: 
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED NAME OF SIGNATORY: Rick G. Kushner, PE

TITLE: President - North Florida Division

ADDRESS: 911 Beville Road Suite 3

CITY: South Daytona STATE: FL ZIP CODE: 32119

TELEPHONE: 386-756-1105 FAX: 386-760-4067

F.E.I.N. NUMBER: 59-1117804

NO Proposal may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

This document must be completed and returned with your Submittal

FORM 9.7 – STATEMENT OF BIDDER'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.7 is complete, true, and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Bidder: Universal Engineering Sciences
- B. Permanent main office address: 4205 Vineland Road Suite L1 Orlando, FL 32811
- C. Date organized: April 29, 1966
- D. If a corporation, where incorporated: Florida
- E. How many years have you been engaged in the business under your present firm or trade name? 57
- F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- G. General character of work performed by your company: Please see Part G response following this sheet.
- H. Have you ever failed to complete any work awarded to you? If so, where and why? No
- I. Have you ever defaulted on a contract? If so, where and why? No
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- K. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- L. Experience in work similar to this type of project: Please see Part L response following this sheet.
- M. Background and experience of the principal members of your organization, including the officers: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- N. Credit currently available: \$67M
- O. Give bank name, contact name and phone number: JP Morgan Chase | Edyn Hengst | (407) 236-7512
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? YES ☒ NO ☐

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Universal Engineering Sciences, LLC

Name of Business

By: [Signature]

Printed Name: Brian Pehl

Title: Branch Manager

STATE OF: Florida

COUNTY OF: Volusia

Sworn to (or affirmed) and subscribed before me this 10th day of June, 2022,
by Brian Pehl and who:

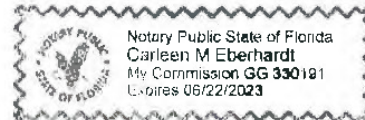
[Notary: Please select one]

☒ Is personally known to me; or

☐ Has produced _____ as identification.

Notary Public, State of: Florida

Printed, typed or stamped name, commission and expiration: Carleen M Eberhardt



This document must be completed and returned with your Submittal

F. CONTRACTS ON HAND

Project Name / Scope	Approximate Contract Amount	Estimated Completion Date (Month and Year)
Inspections & Plan Review - DB BID/ Municipal Support/Inspections & Plan Review	\$9,000	Ongoing
Volusia County Subcontracted Inspections & Plan Review (14-B-194JD) - BID/ Municipal Support: Inspection & Plan Review	\$690,285.50	Ongoing (two year continuing contract with two 12-month renewals)
Building Inspection Services - Volusia County School Board/Municipal Support/Inspections & Plan Review	\$5,000	Ongoing
FY 2016-17 Inspections/Plan Review, City of DeLand - DB BID/Municipal Support/Inspections & Plan Review	\$80,000	Ongoing
NSP & SHIP Inspection Services 2016-2017, City of Deltona/Municipal Support/Inspections & Plan Review	\$10,000	Ongoing
City of Port Orange Building Inspection Services/ Municipal Support: Inspection & Plan Review	\$56,889.00	Ongoing
FY 2018-2019 Building Inspection Services, City of Holly Hill/ Municipal Support: Inspection & Plan Review	\$31,892.00	Ongoing
FY 2019-20 Building Inspection and Plans Reviewer - City of Palm Coast/Municipal Support: Inspection & Plan Review	\$30,000	Ongoing
FY 2019-2020 Inspections/Plan Review, City of DeLand - DB BID/Municipal Support: Inspection & Plan Review	\$25,000	Ongoing
FY 2019-2020 Building Inspection, Plan Review and CBO Services, City of Port Orange/ Municipal Support: Inspection & Plan Review	\$129,563	Ongoing
FY 2020-2021 Building Inspection Services, City of Holly Hill/Municipal Support: Inspection & Plan Review	\$464	Ongoing
FY 2021-2022 Building Inspection Services, City of Holly Hill/ Municipal Support: Inspection & Plan Review	\$500	Ongoing

G. GENERAL CHARACTER OF WORK PERFORMED BY COMPANY

UES provides the following services:

- Geotechnical Engineering
- Construction Materials Testing
- Code Compliance And Inspections
- Environmental
- Occupational Health And Safety
- Building Envelope

J. MORE IMPORTANT PROJECTS RECENTLY COMPLETED BY COMPANY

Project Name	Approximate Contract Amount	Completion Date (Month and Year)
Wyeth, O&M, DeLand NPL Site	\$2,863,432.18	March 2022
GOAA WS-111 STC Phase 1 (STC-1), South Terminal Complex, Orlando Int'l Airport, Threshold	\$2,665,085.25	March 2022
Site 19-AAA High School, Materials Testing/ Threshold Inspection	\$158,582.89	November 2021

K. EQUIPMENT CURRENTLY OWNED OR LEASED

Manufacturer	Model	ID	Description
Thermo Scientific	Thermolyne	1.14662E+15	Thermolyne
Ohaus	AX4202	B612246824	Balance - Lab
AND	HP-20K	13002254	Balance - Lab
ADAM	CPW plus-75	AE40126971	Balance
AND	FG 60K	H3805250	Balance
ADAM	CPW plus-75	AE40127939	Balance - Lab
Forney	F-502F-F97	Lower	Bearing Faces
Forney	F-502F-F96	Upper	Bearing Faces
Forney	N/A	3T & 3B	Bearing Faces
Fowler	54-100-312-0	AD71111-3	Calipers
Pittsburg	42260	MINI001	Calipers
N/A	N/A	CP1	Capping Plates
N/A	N/A	CP4	Capping Plates
N/A	N/A	DL-1	CBR/LBR Surcharge Weight
N/A	N/A	DL-2	CBR/LBR Surcharge Weight
N/A	N/A	DL-3	CBR/LBR Surcharge Weight
Forney	F-502F	97160	Concrete Compression Machine
EP	4x8		Cylinder Molds
Durham Geo	S-611	1316	LBR Machine
Durham Geo	N/A		LBR Penetration Piston
Humbolt	N/A	GT-1	Liquid Limit Device and Grooving Tool
Humbolt	H2210	LL-1	Liquid Limit Device and Grooving Tool
Humbolt	N/A	GT-2	Liquid Limit Device and Grooving Tool
Durham Geo	E-311	353	LVDT/Dial Gauge
Rainhart	N/A	S102	Manual Standard Proctor Hammer
Rainhart	N/A	M101	Manual Standard Proctor Hammer
BICO	Chipmunk	71029	Mechanical Jaw Crusher
N/A	N/A	PHO1	Mechanical Rammer Soil Compactor

Manufacturer	Model	ID	Description
N/A	N/A	PHO2	Mechanical Rammer Soil Compactor
Rainhart	Maryanne	MS1	Mechanical Shaker Timers
Rainhart	662	PH01	Modified Mechanical-Rammer Soil Compactor
Rainhart	662	PH02	Modified Mechanical-Rammer Soil Compactor
SUPCO	CR87B	CR87B	Moisture Room / Storage Tanks
Quincy Lab	21-250	609174	Oven A
Quincy Lab	21-250	297358	Oven B
N/A	ca-0200	3A	Retainer Ring
N/A	ca-0201	3B	Retainer Ring
N/A	ca-0202	2A	Retainer Ring
N/A	ca-0203	2B	Retainer Ring
Durham Geo	N/A	6RRA	Retainer Ring
Durham Geo	N/A	6RRB	Retainer Ring
Ohaus	CS200	AOSC3519-2	Scale - Justins Speedie
Ashworth	D2	11480	Speedy Moisture Meter
Ashworth	D2	UNIV915B	Speedy Moisture Meter
XP2	N/A	442193	Speedy Tester
Sportline	M154	2787	Timer
Formey	N/A	UM2	Unit Weight Measures
Control Co	4029[150]	192235088	Thermometer Digital Dual
Thermolyne	62700 Fur	Oven C	Organics Oven

L. EXPERIENCE IN SIMILAR WORK

Project Name	Client	Scope
FY 2020-2021 Inspection, Plan Review, CBO Services - City of Lake Helen	City of Lake Helen	Municipal Support: Code Compliance Inspections & Plan Review
FY 2020-2021 Inspection / Plan Review Services, City of New Smyrna Beach	City of New Smyrna Beach	Municipal Support: Code Compliance Inspections & Plan Review
FY 2020-2021 Inspection / Plan Review Services - City of Ormond Beach	City of Ormond Beach	Municipal Support: Code Compliance Inspections & Plan Review
FY 2020-2021 Building Department Services, Pierson, FL, Volusia, Town of Pierson - Inspections, Plan Review, CBO	Town of Pierson, FL	Municipal Support: Code Compliance Inspections & Plan Review
FY 2020-2021 Building Inspection, Plan Review and CBO Services, City of Port Orange	City of Port Orange	Municipal Support: Inspections & Plan Review
FY 2020-2021 Building Inspection Services, City of Holly Hill	City of Holly Hill	Municipal Support: Inspections & Plan Review
2021 Building Inspection & Plan Review Services, City of South Daytona		Municipal Support: Code Compliance Inspections & Plan Review
FY 2021-2022 Building Inspection, Plan Review and CBO Services, City of Port Orange	City of Port Orange	Municipal Support: Code Compliance Inspections & Plan Review
FY 2021-2022 Building Inspection, Plan Review and CBO Services, City of Ormond Beach	City of Ormond Beach	Municipal Support: Code Compliance Inspections & Plan Review
FY 2021-2022 Building Inspection Services, City of Edgewater	City of Edgewater	Municipal Support: Code Compliance Inspections & Plan Review
FY 2021-2022 Inspection, Plan Review, CBO Services - City of Lake Helen	City of Lake Helen	Municipal Support: Code Compliance Inspections & Plan Review
FY 2021-2022 Building Department Services, Pierson, FL, Volusia, Town of Pierson - Inspections, Plan Review, CBO	Town of Pierson, FL	Municipal Support: Code Compliance Inspections & Plan Review
FY 2021-2022 Building Inspections & Plan Review (14-B-194JD) - County of Volusia	Volusia County, FL	Municipal Support: Inspections & Plan Review
FY 2021-2022 Inspection / Plan Review Services, City of New Smyrna Beach	City of New Smyrna Beach	Municipal Support: Code Compliance Inspections & Plan Review
FY 2021-2022 Building Inspection Services, City of Holly Hill	City of Holly Hill	Municipal Support: Inspections & Plan Review

M. BACKGROUND/EXPERIENCE OF ORGANIZATION PRINCIPALS, INCLUDING OFFICERS



Education

MS, Civil Engineering,
University of Texas at Austin
BS, Civil Engineering,
University of Massachusetts
at Amherst

Years of Experience

36

Licenses & Certifications

- Professional Engineer, FL,
NC, SC, GA, AL, MI, TN, AR,
CT, MA
- Special Threshold
Inspection

Rick Kushner, PE

President, North Florida Division

Rick Kushner has utilized his 36 years of engineering experience as Vice President and Regional Manager of UES' Jacksonville, Florida office since 1994. The projects that Rick is responsible for throughout Duval, Clay, Nassau, and St. Johns Counties consist of soil and foundation investigations, forensic evaluations, construction testing and inspection, building condition surveys and Florida Special Threshold Inspections. Rick also oversees our fully-accredited laboratory in Jacksonville which conducts tests on soil, concrete, masonry, asphalt, fireproofing, structural steel, reinforcing steel, and more.

PROJECT EXPERIENCE

Walmart Stores, Inc.

Various Locations - Florida, Georgia

Rick has served as Project Manager for more than 300 geotechnical evaluations, pavement evaluations, construction testing and inspections and environmental assessments throughout Florida and Georgia since 2003.

Plantation at Ponte Vedra - Pavement Evaluation Environmental Drilling

Ponte Verde, FL

Pavement evaluations were performed in 2002, 2011, and 2018 for 11 miles of roadway within a gated residential community. Evaluation included Geotechnical Engineering, Geotechnical laboratory testing and Engineering evaluation for asphalt pavement, concrete pavement and concrete paver sections. Evaluation was also performed for distress at manholes curbing and pervious pavements. Final analysis included remedial repair recommendations, phasing recommendations, a repair cost analysis and remaining life expectancies of pavements.

FDEP IDIQ

Northeast Florida

Project Manager for various assignments from the Florida Department of Environmental Protection within the Northeast Florida region. Assignments include geotechnical and environmental drilling, groundwater well monitoring installation, field sampling, chemical laboratory analysis and geotechnical and environmental engineering services.

FSCJ IDIQ

Jacksonville, FL

This continuing contract with the Florida State College of Jacksonville encompasses all Jacksonville campuses. Services include forensic evaluations, emergency repair response, and geotechnical as well as construction testing services. Sample projects included evaluation of parking lot light poles, water intrusion, concrete slab buckling and various new construction inspections.



Education

BS, Civil Engineering,
University of Central
Florida, 1998

Years of Experience

24

Licenses

- Professional Engineer-FL
#

Brian Pohl, PE

Branch Manager

Brian Pohl coordinates and directs geotechnical explorations and testing and inspection services for buildings, bridges, residential, and industrial facilities and small to large roadways. He has experience in shallow and deep foundation and testing services analysis, including spread footing and pile foundations. Mr. Pohl has conducted geotechnical studies for roadway, airport and bridge projects, and land development. He has experience in design and monitoring of ground modification procedures for problematic soil conditions and in pond design recommendations. Mr. Pohl has experience with various pavements, rigid and flexible design. He has also provided earthwork recommendations for underground utilities within problematic soil conditions. Mr. Pohl has also performed WEAP analyses and pile driving analyses for Florida Department of Transportation (FDOT) and commercial projects.

PROJECT EXPERIENCE

Inspections and Plan Review

City of DeLand, FL

Mr. Pohl served as Branch/Department Manager and provided oversight of UES' plan review services for the city of DeLand.

Inspections and Plan Review - VCSB

Volusia County, FL

Mr. Pohl served as Branch/Department Manager and provided oversight of UES' building inspection and plan review services for the Volusia County School Board.

Inspections and Plan Review - 2015

City of DeLand, FL

Mr. Pohl served as Branch Manager for UES' plan review services for the city of DeLand.

Inspections and Plan Review

Volusia County, FL

Mr. Pohl served as Branch/Department Manager and provided oversight of UES' inspection and plan review services for Volusia County.

Inspections and Plan Review - VCSB

Volusia County, FL

Mr. Pohl served as Branch/Department Manager and provided oversight of UES' building inspection services for the Volusia County School Board.

Inspections and Plan Review

City of DeLand, FL

Mr. Pohl served as Branch/Department Manager and provided oversight of UES' plan review services for the city of DeLand (2016).

Inspections and Plan Review

City of DeLand, FL

Mr. Pohl served as Branch/Department Manager and provided oversight of UES' plan review services for the city of DeLand (2017).

Building Inspection Services - City of Holly Hill

City of Holly Hill, FL

Mr. Pohl served as Branch/Department Manager and provided oversight of UES' building inspections for the city of Holly Hill.

Building Inspection Services - City of Port Orange

City of Port Orange, FL

Mr. Pohl served as Branch/Department Manager and provided oversight of UES' building inspection department services for the city of Port Orange.

Plan Review FY 2017-2018

City of DeLand, FL

Mr. Pohl served as Branch/Department Manager and provided oversight of UES' plan review services for the city of DeLand (FY 2017-2018).

**Building Inspection Services - City of Port Orange
FY2017-2018**

City of Port Orange, FL

Mr. Pohl served as Branch/Department Manager and provided oversight of UES' building inspection department services for the city of Port Orange (FY 2017-2018).

Building Inspection Services - City of Holly Hill FY 2018-2019

City of Holly Hill, FL

Mr. Pohl served as Branch/Department Manager and provided oversight of UES' building inspections for the city of Holly Hill (FY 2018-2019).

**Building Inspection Services - City of Port Orange
FY2018-2019**

City of Port Orange, FL

Mr. Pohl served as Branch/Department Manager and provided oversight of UES' building inspection department services for the city of Port Orange (FY 2018-2019).

Inspections and Plan Review

Volusia County, FL

Mr. Pohl served as Branch/Department Manager and provided oversight of UES' building inspection and plan review services for Volusia County (FY2018-2019).

Inspections and Plan Review - VCSB (FY2019-2021)

Volusia County, FL

Mr. Pohl served as Branch/Department Manager and provided oversight of UES' building inspection services for the Volusia County School Board (FY 2019-2021).

Plan Review FY 2018-2019

City of DeLand, FL

Mr. Pohl served as Branch/Department Manager and provided oversight of UES' plan review services for the city of DeLand (FY 2018-2019).

Plan Review FY 2019-2020

City of DeLand, FL

Mr. Pohl served as Branch/Department Manager and provided oversight of UES' plan review services for the city of DeLand (FY 2019-2020).

**Building Inspection Services - City of Port Orange
FY2019-2020**

City of Port Orange, FL

Mr. Pohl served as Branch/Department Manager and provided oversight of UES' building inspection department services for the city of Port Orange (FY 2019-2020).

**Building Inspection and Plan Review - Brigadoon
Seafood Market**

Volusia County, FL

As subcontractor to Allen Green Construction, UES provided inspections and plan reviews for a seafood market property. Mr. Pohl served as Branch/Department Manager.

Plan Review FY 2020-2021

City of DeLand, FL

Mr. Pohl served as Branch/Department Manager and provided oversight of UES' plan review services for the city of DeLand (FY 2020-2021).

**Building Inspection Services - City of Port Orange
FY2020-2021**

City of Port Orange, FL

Mr. Pohl served as Branch/Department Manager and provided oversight of UES' building inspection department services for the city of Port Orange (FY 2020-2021).

Building Inspection Services - City of Holly Hill FY 2020-2021

City of Holly Hill, FL

Mr. Pohl served as Branch/Department Manager and provided oversight of UES' building inspections for the city of Holly Hill (FY 2020-2021).

Inspections and Plan Review FY2021-2022

Volusia County, FL

Mr. Pohl served as Branch/Department Manager and provided oversight of UES' inspection and plan review services for Volusia County (FY2021-2022).

Building Inspection Services - City of Holly Hill FY 2021-2022

City of Holly Hill, FL

Mr. Pohl served as Branch/Department Manager and provided oversight of UES' building inspections for the city of Holly Hill (FY 2021-2022).

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Proposer proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: City of Ormond Beach
 Contact Person: Thomas Griffith, Chief Building Official
 City, State: Ormond Beach, FL
 Telephone Number: (386) 676-3350
 Email Address: tom.griffith@ormondbeach.org
 Description of goods or
 Services provided: Building inspections and plan review
 Contract Amount: \$20,000 annually
 Start/End Date of Contract: Ongoing (2007 - present)

2. Company Name: City of Edgewater
 Contact Person: Mike Garrett, Building Official
 City, State: Edgewater, FL
 Telephone Number: (386) 424-2400 ext. 1511
 Email Address: mgarrett@cityofedgewater.org
 Description of goods or
 Services provided: Code compliance inspection and plan review
 Contract Amount: \$20,000 annually
 Start/End Date of Contract: Ongoing (2017 - present)

3. Company Name: Volusia County, Florida
 Contact Person: Clay Ervin, Director of Growth and Resource Management
 City, State: Volusia County, FL
 Telephone Number: (386) 822-5013
 Email Address: cervin@volusia.org
 Description of goods or
 Services provided: Building inspections and plan review
 Contract Amount: \$360,000 annually
 Start/End Date of Contract: Ongoing (2002 - present)

This document must be completed and returned with your Submittal.

(Form 9.8 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The Proposer proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide or have in the past provided Incident Response Management System or similar to those required under the City's contract and as outlined in this Proposal package. A minimum of three (3) projects shall be listed below in order to Proposal on this contract. The Owner reserves the right to check references and confirm information provided herein.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1	Thomas Griffith, Chief Building Official City of Ormond Beach	(386) 676- 3350	Yes	Ongoing (2007- present)	Building inspections and plan review
2	Mike Garrett, Building Official City of Edgewater	(386) 424-2400 ext. 1511	Yes	Ongoing (2017- present)	Code compliance inspections and plan review
3	Clay Ervin, Director of Growth and Resource Management Volusia County, FL	(386) 822- 5013	Yes	Ongoing (2002- present)	Building inspections and plan review

This document must be completed and returned with your Submittal.

FORM 9.9 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida
THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

 RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): REP 22-12

 BUSINESS NAME: Universal Engineering Sciences CONTACT PERSON/TITLE: Brian Pohl, PE MAILING ADDRESS: 911 Beville Road Suite 3
 CITY-STATE-ZIP: South Daytona, FL 32119 Length of Time at Address Provided: 44 yrs

 Physical Presence of Business: ☐ Headquarters and/or ☒ Principal Place of Business

 And within Legal Boundaries: ☐ City of Port Orange ☒ Volusia County ☐ State of Florida

 FEIN (Federal Employer Identification Number): 59-1117804

 BUSINESS STRUCTURE: ☐ Corporation ☒ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____

 PHONE NUMBER: 386-756-1105 FAX: 386-760-4067

 EMAIL: bpohl@universalengineering.com
****Please attach a valid business tax receipt, or other such documentation****
ATTESTATION – I understand that:

- In accordance with City of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters and/or principal place of business located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Proposers shall attach to this affidavit of eligibility with bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A Proposer who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Universal Engineering Sciences

Name of Business

 By: 

 Printed Name: Brian Pohl, PE

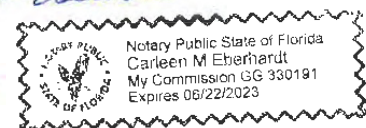
 Title: Branch Manager

 STATE OF Florida
 COUNTY OF Volusia

 The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of June, 2022, by Brian Pohl as Branch Manager of Universal Engineering Sciences a LLC. He or she is personally known or produced as identification.

 Notary Public, State of Printed, typed, or stated name, commission, and expiration: Carleen M. Eberhardt

This document must be completed and returned with your Submitta



BUSINESS TAX RECEIPTS

2021 / 2022
Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
 Volusia County Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085



Account #: 198503110099 Expires: September 30, 2022
 Business Location: 911 BEVILLE RD STE 3
 Business Name: UNI ENGINEERING SCIENCES INC
 Owner Name: ENGINEERING SCIENCES UNIVERSAL
 Mailing Address: 911 BEVILLE RD STE 3
 SOUTH DAYTONA, FL 32119

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Well Drilling Contractor	7190	301WD	5	\$18.00

▪ This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
 ▪ The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
 ▪ The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Treasury and Billing for instructions on making changes to your account.

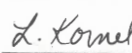
**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
 POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

DO NOT ACCEPT UNLESS THIS DOCUMENT IS PRINTED WITH A COLOR BACKGROUND, CONTAINS A VOID PANTOGRAPH AND A MICROPRINT BORDER



CITY OF SOUTH DAYTONA
LOCAL BUSINESS TAX RECEIPT
 VALID PERIOD: 10/01/2021 - 9/30/2022

SUBJECT TO
 LOCAL BUSINESS
 TAX RECEIPT ORDINANCE

BUSINESS CLASSIFICATION PROFESSIONAL FIRMS ENGINEER CONSULTING ENGINEERS & MATS TESTING #EB0000549	ACCOUNT ID 117	RECEIPT NUMBER 113
LOCATION 911 BEVILLE ROAD #3 ISSUED TO ISREAL, SEYMOUR 911 BEVILLE ROAD #3 SOUTH DAYTONA, FL 32119	AMOUNT DUE: \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	IF PAID BY: SEPT. 30 10/01/2021 11/01/2021 12/01/2021 01/03/2022  BUSINESS TAX ADMINISTRATOR

SUNBIZ

8/20/2021

Detail by Entity Name

DIVISION OF CORPORATIONS


[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
 UNIVERSAL ENGINEERING SCIENCES, LLC

Filing Information

Document Number	L20000003595
FEI/EIN Number	59-1117804
Date Filed	01/06/2020
Effective Date	04/29/1966
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	02/21/2020
Event Effective Date	NONE

Principal Address

3532 MAGGIE BLVD
 ORLANDO, FL 32811

Mailing Address

3532 MAGGIE BLVD
 ORLANDO, FL 32811

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
 1201 HAYS ST
 TALLAHASSEE, FL 32301

Name Changed: 01/27/2020

Address Changed: 01/27/2020

Authorized Person(s) Detail

Name & Address

Title AMBR

OBSIDIAN GROUP ACQUISITIONS, INC.
 525 S FLAGLER DR
 C/O PALM BEACH CAPITAL
 STE 201
 WEST PALM BEACH, FL 33401

search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=UNIVERSALEN... 1/2

FORM 9.10 E-VERIFY AFFIDAVIT

CITY OF PORT ORANGE
CONTRACTOR E-VERIFY AFFIDAVIT

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

 Project Name: Building Inspection and Plan Review Services

 Solicitation Number: RFP 22-12

I, the undersigned, hereby certify that Universal Engineering Sciences [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

Further, I certify all employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system. I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of Universal Engineering Sciences [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

Brian Pohl, PE, Branch Manager

(Print or Type Name, Title)

(Signature of Affiant)

59-1117804

(Federal Employer ID Number – FEIN)

47965

(E-Verify Number)

STATE OF FLORIDA

 COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of June, 2022

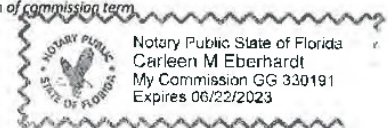
, by Brian Pohl as Branch Manager of Universal Engineering Sciences on behalf of the company. He/she is personally known to me or has produced _____ (TYPE OF ID) as identification.



Notary Public, State of Florida at Large

Printed, typed or stamped name, commission and expiration of commission term

This document must be completed and returned with your Submittal



RFP #22-12 Building Inspection and Plan Review Services

49 of 71

EmployerWizard

Page 1 of 1

E-Verify

Employment Eligibility Verification

Welcome [Redacted]
 User ID [Redacted]
 Last Login [Redacted]



[Home](#)
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[New Case](#)
[View Cases](#)
[My Profile](#)
[Edit Profile](#)
[Change Password](#)
[Change Security Questions](#)
[My Company](#)
[Edit Company Profile](#)
[Add New User](#)
[View Existing Users](#)
[Close Company Account](#)
[My Reports](#)
[View Reports](#)
[My Resources](#)
[View Essential Resources](#)
[Take Tutorial](#)
[View User Manual](#)
[Contact Us](#)

Company Information

Company Name: Universal Engineering Sciences, Inc

[View / Edit](#)

Company ID Number: 47965

Doing Business As (DBA) Name:

DUNS Number:

Physical Location:

Address 1: 3532 Maggie Blvd.

Address 2:

City: Orlando

State: FL

Zip Code: 32811

County: ORANGE

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 591117804

Total Number of Employees: 500 to 999

Parent Organization:

Administrator:

Organization Designation:

Employer Category:

NAICS Code: 541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES

[View / Edit](#)

Total Hiring Sites: 17

[View / Edit](#)

Total Points of Contact: 2

[View / Edit](#)
[View HiOU](#)

U.S. Department of Homeland Security - www.dhs.gov U.S. Citizenship and Immigration Services - www.uscis.gov

[Accessibility](#) [Download Viewers](#)

<https://e-verify.uscis.gov/emp/EmployerWizard.aspx>

7/30/2010

FORM 9.11 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**PRIMARY COVERED TRANSACTIONS
(TO BE COMPLETED BY PRIME CONTRACTOR)**

1. The prospective primary participant certifies 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 judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification;
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Universal Engineering Sciences

Organization Name

RFP 22-12 Building Inspection and Plan Review Services

Bid Number or Project Name

Brian Pohl, PE, Branch Manager

Name(s) and Title(s) of Authorized Representatives



Signature

June 9, 2022

Date

This document must be completed and returned with your Submittal

FORM 9.12 NON-DISCLOSURE AGREEMENT

For

CONFIDENTIAL MATERIALSReference # 22-12

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE BID DOCUMENT TO DETERMINE IF THIS APPLIES.

Respondent: Universal Engineering SciencesAddress: 911 Beville Road Suite 3 South Daytona, FL 32119

This Agreement is entered into as of the date of the last signature set forth below between the City of Port Orange, a political subdivision of the State of Florida (hereinafter the "City"), and the above named Respondent (hereinafter the "Respondent"). The City and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent asserts that it possesses certain confidential trade secret materials that it wishes to disclose to the City for the purpose of responding to a solicitation or otherwise conducting business with the City; and

WHEREAS, the City desires to review such materials in order to evaluate the City's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Respondent agree as follows:

1. **Confidential Materials.** The Respondent warrants and represents to the City that the materials described in the attached Exhibit A (Description of "Confidential Material") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the City for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the City agrees not to disclose such Confidential Materials to third parties.
2. **Additional Materials.** During the course of the review or the business relationship with the City, the Respondent may disclose additional confidential or trade secret information to the City in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the City, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the City acknowledging receipt of such materials.
3. **Exclusions.** For purposes of this Agreement, the term "Confidential Materials" does not include the following:
 - (a) Information already known or independently developed by the City;
 - (b) Information in the public domain through no wrongful act of the City;
 - (c) Information received by the City from a third party who was legally free to disclose it;
 - (d) Information disclosed by the Respondent to a third party without restriction on disclosure;
 - (e) Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
 - (f) Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. **Non-Disclosure by Respondent.** In the event that the City discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the City's prior written consent. Further, upon conclusion of discussions or business transactions between the City and the Respondent, or at any time upon request of the City, Respondent agrees to return such information (including any copies) to the City.
5. **Duty of Care.** Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.
6. **Limitations of Florida Law.** Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the City's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the City may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.
7. **Indemnification by Respondent.** In the event of any litigation instituted by a third party to compel the City to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the City in defending the denial of the records request, and shall hold the City harmless from any claim for statutory costs and attorney's fees arising from the City's refusal to disclose such materials.
8. **No Additional Obligations.** This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
9. **Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the City be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
10. **Notice.** Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the City designates the following address for such notice:

The City of Port Orange, Florida
Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129
11. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida, or the Federal City Court for the Middle City of Florida, Jacksonville Division.
12. Respondent and the City hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The City of Port Orange, Florida

Respondent

BY: _____

BY: Brian Pohl

NAME: _____

NAME: Brian Pohl, PE

TITLE: Purchasing Manager

TITLE: Branch Manager

DATE: _____

DATE: June 16, 2022

ATTEST:

BY: Jane Terrell

NAME: Jane Terrell

TITLE: Business Development Representative

DATE: June 16, 2022

EXHIBIT A - DESCRIPTION OF CONFIDENTIAL MATERIAL

Per RFP requirements, Universal Engineering Sciences has provided financial history, to include financial statements for the most recent fiscal year available.

9.13 NO SUBMITTAL RESPONSE FORM

If your company will not be submitting a proposal in response to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

City of Port Orange
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129
purchdiv@port-orange.org

This information will assist the Purchasing Division in the preparation of future solicitations.

Solicitation: RFP #22-12 Building Inspection and Plan Review Services

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Please check reason for a "no response".

- ☐ Specifications "too tight" or geared toward one brand or manufacturer (please explain below)
- ☐ Insufficient time to respond
- ☐ Specifications unclear (please explain below)
- ☐ We do not offer this product/service or an equivalent
- ☐ Our product schedule does not permit us to perform within stated timeline for the project
- ☐ Unable to meet specifications
- ☐ Unable to meet bond requirements
- ☐ Unable to hold prices firm throughout the term of the contract period
- ☐ Unable to meet insurance requirements
- ☐ Other: _____

Print Name: _____

Signature: _____ Date: _____

Additional Information:

If submitting this form, only this form needs to be returned. It is not necessary to return the entire solicitation package.

Please note: this form is not applicable



TAB B

Qualifications and Related Experience

CORPORATE HEADQUARTERS

Universal Engineering Sciences, LLC
4205 Vineland Rd., Suite L1
Orlando, FL 32811

OFFICE IN CHARGE

911 Beville Road Suite 3
South Daytona, FL 32119

ESTABLISHED

Corporation, 1964, Florida

AUTHORIZED IN FLORIDA

1964

OFFICERS

CEO: Dave Witsken
President: Brian Kirkpatrick
President - North Florida Division: Rick
Kushner, PE

FEIN

59-1117804

DUNS

06-481-7562

BRANCH OFFICES

67

COMPANY BIOGRAPHY

For nearly six decades, Universal Engineering Sciences (UES) has provided essential engineering services throughout the United States, including Geotechnical Engineering, Construction Materials Testing & Inspection, Code Compliance, Environmental, Occupational Health & Safety, and Building Envelope.

Experienced and proven, UES is considered a pioneer of the industry and stands at the forefront of emerging technology, best practices, and influential legislature.

Our work includes both public and private clients and consists of projects ranging from transportation and healthcare to commercial and education.

Our team of professional Engineers, Geologists, Environmental Professionals, Certified Industrial Hygienists, Abatement project designers, project monitors, AHERA Accredited Asbestos Inspectors, management planners, and technical staff have the experience, education, and equipment necessary to provide all of the assessment and monitoring services required for this clients.

OUR VISION

Become the most sought after, respected, and successful engineering firm in the country, by making notable contributions to our industry and the communities in which we live and work. Pioneer groundbreaking solutions, attract the best talent, and foster enriching opportunities for career growth.

OUR MISSION

Provide the highest quality engineering services, built on our strong foundation of deep industry expertise, trusted relationships, superior customer service and agility, and our reputation for safety and quality, in order to ensure the success of our clients and the national growth of our business.

With over 3,100 full-time engineers, geologists, laboratory specialists, drillers, project managers, inspectors, plan reviewers, and administrative staff, UES provides expert solutions and superior services to clients based on several decades of experience, in-depth industry knowledge, and a relentless dedication to excellence.

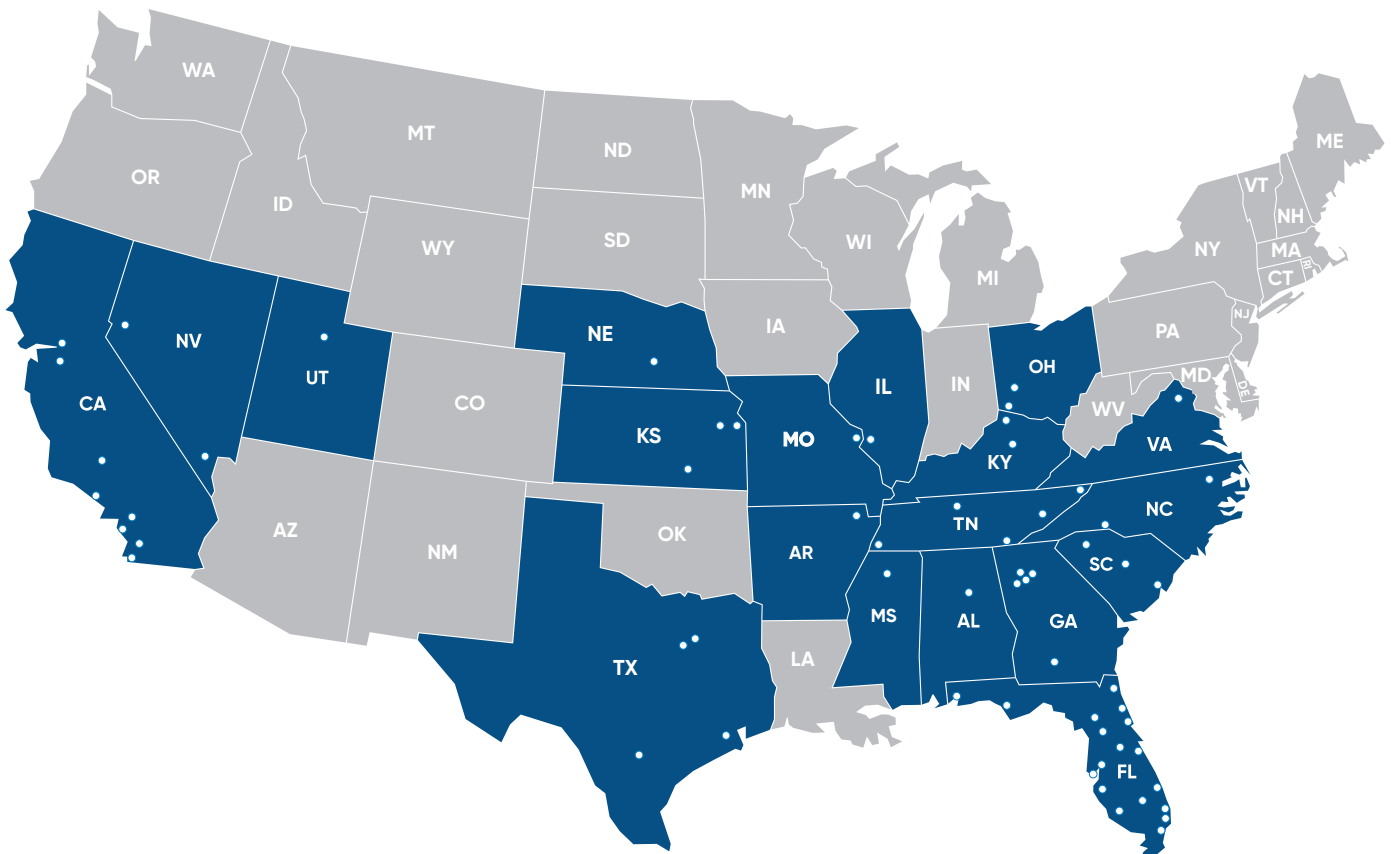
Our professional engineers, field technicians, and geologists are registered throughout the United States and many hold advanced degrees in their respective professions. Furthermore, we encourage our technicians to better serve our clients by developing professional accreditation such as NICET, ACI certification, and State Departments of Transportation.

Our staff is supported by a comprehensive set of resources, including one of the largest fleets of propane-fueled energy-efficient field vehicles, modern high-capacity drill rigs, and innovative laboratories capable of performing AASHTO, ASTM, FM, and USACE accredited testing on soils, rock cores, and water samples.

UES has 67 fully operational and fully staffed branches ranging from California to the DC Metro area to Miami.

These strategically located offices meet the needs of our clients by providing local expert knowledge and solutions that are unique to a region's regulatory and geological identity. Our extensive distribution of resources also empowers us to rapidly respond to the needs of our clients by immediately allocating equipment and manpower.

67 OFFICE LOCATIONS, COAST TO COAST



UES BUSINESS LICENSE/REGISTRY - STATE OF FLORIDA

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS &
 PROFESSIONAL REGULATION



Florida
Department of Business
& Professional Regulation

[HOME](#) [CONTACT US](#) [MY ACCOUNT](#)

ONLINE SERVICES

[Apply for a License](#)

[Verify a Licensee](#)

[View Food & Lodging Inspections](#)

[File a Complaint](#)

[Continuing Education Course Search](#)

[View Application Status](#)

[Find Exam Information](#)

[Unlicensed Activity Search](#)

[AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS 2:20:09 PM 4/4/2022

Licensee Information

Name:	UNIVERSAL ENGINEERING SCIENCES, LLC (Primary Name)
Main Address:	3532 MAGGIE BOULEVARD ORLANDO Florida 328116697
County:	ORANGE

License Information

License Type:	Registry
Rank:	Registry
License Number:	549
Status:	Current
Licensure Date:	04/27/1983
Expires:	

Special Qualifications

Qualification Effective

Alternate Names

[View Related License Information](#)

[View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.

https://www.myfloridalicense.com/LicenseDetail.asp?SID=&id=E88B8B17A3814601DDF9E878B46BEB3D
1/2

PERSONNEL RESUMES - BUILDING INSPECTION STAFF



Years of Experience

24

Licenses & Certifications

- Standard Inspector-FL 3977
- Standard Plans Examiner- FL 1865
- Standard I & II Family Plans Examiner-FL 184

Michael Navarra

Building Inspector/Plans Examiner

Michael Navarra has 24 years of experience in building inspection and all phases of construction including project manager. Michael has performed inspections, reviewed drawings and product data sheets for conformance to job specifications. He has supervised day-to-day operations, held and chaired project coordination meetings, and interacted with owner's agents and all construction representatives associated with the projects.

PROJECT EXPERIENCE

Volusia County Municipal Support-Building Inspector

Volusia County, FL

Michael is currently serving as a building inspector for the Volusia County Building Department. These inspections include all structural elements, plumbing, mechanical and residential inspections.

City of Daytona Beach-Building Inspector

Volusia County, FL

Michael is currently serving as a building inspector for the City of Daytona Beach, Florida. These inspections include all structural elements, plumbing, mechanical and residential inspections.

Picerne Real-Estate

Orange City, FL

Michael served as a building inspector for this large re-developmental community consisting of numerous multi-story apartment and town homes. His main responsibility was to oversee all phases of structural inspections as required by the Florida statutes.

Florida Look

DeLand, FL

Michael served as a building inspector and plans examiner for this large residential community consisting of one- and two-story, single-family homes ranging from 2,100 to 3,500 square feet. Each home consists of two (2) to four (4) bedrooms and a two (2) car garage.

His main responsibility was to oversee all phases of structural, mechanical and plumbing inspection as required by the Florida statutes.

Destination Daytona Project

Ormond Beach, FL

Michael served as a building inspector and plans examiner for this large commercial development consisting of retail spaces and condominiums. His main responsibility was to oversee all phases of structural, mechanical and plumbing inspection as required by the Florida statutes.

Masterpiece Homes (Orleans Homebuilders)

DeLand, FL

Michael served as a building inspector and a plans examiner for this master planned community featuring over 150 single-family homes. His main responsibility was to oversee all phases of structural, mechanical and plumbing inspection as required by the Florida statutes.

Daytona Housing Rehabilitation Services

Daytona Beach, Volusia County, FL

Michael served as a building inspector for the City of Daytona Beach Community Development District. These inspections included all structural elements, plumbing, mechanical and residential inspections.



Years of Experience

33

Licenses & Certifications

- Standard Inspector-FL BN4769
- Standard Plans Examiner- FL PX2448
- Building Code Administrator-FL BU1534
- NYCMA Certified QC/QA Technician for HMA
- NYSHMA Density Testing Inspector by the AGC of NYS
- NETTCP
- Nuclear Density Gauge Safety
- OSHA 10-Hour

Mark Criswell, BN, PX, BU

Building Inspector, Code Administrator, Plans Examiner

Mark Criswell has 33 years of experience in building inspections, plan examiner, duties of a Building Official and all phases of construction including project manager. Mark has performed inspections, reviewed drawings and product data sheets for conformance to job specifications. He has supervised day-to-day operations, held and chaired project coordination meetings, and interacted with owner's agents and all construction representatives associated with the projects.

PROJECT EXPERIENCE

City of Ormond Beach Municipal Support - Building Inspector

Volusia County, FL

Mark is currently serving as a building inspector for the City of Ormond Beach, Florida. These inspections include all structural elements, plumbing, mechanical and electrical residential inspections.

Volusia County Municipal Support - Building Inspector

Volusia County, FL

Mark is currently serving as a building inspector for the Volusia County, Florida, Building Department. These inspections include all structural elements, plumbing, mechanical and electrical residential inspections.

City of Port Orange Municipal Support - Building Inspector

Volusia County, FL

Mark is currently serving as a building inspector for the City of Port Orange, Florida. These inspections include all structural elements, plumbing, mechanical and electrical residential inspections.

One Daytona RD & E Complex

Daytona Beach, FL

Mark served as a threshold / special inspections agent for the One Daytona retail and entertainment complex located in Daytona Beach, FL. These inspections include all structural elements of the project.

Integra Sands Apartments

Daytona Beach, FL

Mark served as a Private Provider inspector providing building inspections to assure all work meets or exceeds the requirements of the Florida Building Code for the Integra Sands Apartment complex located in Daytona Beach, FL.

Bethune-Cookman University Dormitories

Daytona Beach, FL

Mark served as a threshold / special inspections agent for the Bethune-Cookman Dormitories project located in Daytona Beach, FL. These inspections include all structural elements of the project.



Years of Experience

27

Licenses & Certifications

- Standard Inspector-FL BN4320
- AWS Certified Weld Inspector
- KC Certified Building Code Inspector
- ACI Certified Concrete Technician
- Nuclear Density Technician
- FDOT Certified Prestressed Inspector
- FDOT ECI Level I
- Post Tension Institute Level I & II

Robert Waldrop, BN, CWI

Senior Engineering Technician

Robert has 27 years of experience in construction, materials testing and soils testing. His areas of expertise include building code compliance inspection, concrete and soils testing, post tensioning inspection, masonry inspection, welding inspection and threshold inspection (representative). His project experience includes commercial construction, residential construction and roadway construction.

PROJECT EXPERIENCE

International Speedway Renovations

Daytona Beach, FL

Mr. Waldrop served as Building Inspector during this effort.

Daytona Beach Housing Rehabilitation Inspection Services

Daytona Beach (Volusia County), FL

Mr. Waldrop is currently serving as a housing inspector for the Daytona Housing Authority. These inspections include all structural elements for residential inspections in compliance with the State Housing Initiative Partnership (SHIP) program regulations.

City of Deltona Neighborhood Stabilization Program Housing Inspections

Deltona, FL

Mr. Waldrop is currently serving as a housing inspector for the City of Deltona Housing Authority. These inspections include all structural elements for residential inspections in compliance with the State Housing Initiative Partnership (SHIP) program regulations.

Volusia Professional Housing Inspections, Building Inspector

Daytona Beach, FL

Mr. Waldrop is currently serving as a housing inspector for Volusia County, Florida. These inspections include all structural elements for residential inspections in compliance with the State Housing Initiative Partnership (SHIP) program regulations.

City of Daytona Beach - Building Inspector

Daytona Beach, FL

Mr. Waldrop is currently serving as a building inspector for the City of Daytona Beach, Florida. These inspections include all structural elements for residential and commercial inspections.

Picerne Real Estate

Orange City, FL

Mr. Waldrop served as a building inspector for this large re-developmental community consisting of numerous multi-story apartment and town homes. His responsibility was to inspect all phases of construction to ensure structural integrity as required by the Florida statutes.

Florida Look

DeLand, FL

Mr. Waldrop served as a building inspector for this large residential community consisting of one- and two-story, single-family homes ranging from 2,100 to 3,500 square feet. Each home consists of two (2) to four (4) bedrooms and a two (2) car garage. His main responsibility was to inspect all phases of construction to ensure structural integrity as required by the Florida statutes.

Threshold Inspection Services, Comfort Inn & Suites

Ormond Beach, Volusia County, FL

This project consisted of the construction of a four-story hotel with 47 guest suites. Mr. Waldrop provided threshold inspection services for the project.



Years of Experience

26

Licenses & Certifications

- Building Inspector
- ICC Residential Electrical Certificate
- ICC Residential Mechanical Certificate
- TWIC – Transportation Worker Identification Credential / Dept. Homeland Security Clearance
- Pinellas Vocational Technical Institute - Electrical Mechanical Certification
- Hammond Technical – Welding and Metallurgy
- Plumber and Pipefitter Local 325 – Pipefitter Apprentice

Robert Hofferth

Building Inspector I

Robert offers more than 25 years' experience in the construction industry. He is also experienced in inspections, including six years' experience as a municipal building inspector, monitoring and inspecting construction code requirements. He is a licensed building inspector in the state of Florida.

PROJECT EXPERIENCE

Building Inspection Services - City of Port Orange FY2020-2021

City of Port Orange, FL

Mr. Hofferth served as Building Inspector I, and provided inspection services for the city of Port Orange (FY 2020-2021).

Building Inspections and Plan Review - Volusia County

Volusia County, FL

Mr. Hofferth served as Building Inspector I, and provided inspection services for Volusia County.

Building Inspection Services - City of Holly Hill (FY2021-2022)

City of Holly Hill, FL

Mr. Hofferth served as Building Inspector I, and provided inspections during UES' scope for the city of Holly Hill.

Municipal Support - City of South Daytona

South Daytona, FL

Robert is serving as UES' building inspector for the city of South Daytona.

SR40 Asphalt Widening

Ormond Beach, FL

Project scope involved testing of concrete, asphalt, and soils.

I95 Improvements

Ormond Beach, FL

Project scope involved concrete, soils testing, asphalt, and drilled shafts.

Volusia County School Board (Various Projects)

Volusia County, FL

Project scope involved concrete, asphalt, and soils testing.

Daytona International Airport Taxiway Improvements

Daytona Beach, FL

Project scope involved concrete, asphalt, and soils testing.

Veterans Memorial Bridge

Daytona Beach, FL

Project scope involved FDOT concrete.

New Smyrna Beach Airport and Taxiway Improvements

New Smyrna Beach, FL

Project scope involved concrete and soils testing.

US92

DeLand and Daytona Beach, FL

Project scope involved various sign replacement/drilled shafts, concrete and soils testing.

Drilled Shafts - A1A and Dunlawton

Daytona Beach, FL

Project scope involved concrete and soils testing.



Years of Experience

46

Licenses & Certifications

- Standard Inspector-FL
BN8436

John M. Lowe, BN

Building Inspector

John Lowe is a licensed Standard Inspector with over 40 years of experience in construction and inspections. He currently serves UES' Daytona office as an inspector. John's additional expertise includes safety and compliance measures, building codes, and scheduling.

PROJECT EXPERIENCE

Volusia County Municipal Support - Building Inspector

Volusia County, FL

John is currently serving as a building inspector for the Volusia County, Florida, Building Department. These inspections include all structural elements, plumbing, mechanical and electrical residential inspections.

City of Edgewater Municipal Support - Building Inspector

Edgewater, FL

John serves as a building inspector for the City of Edgewater, Florida. These inspections include all structural elements, plumbing, mechanical and electrical residential inspections.

City of Port Orange Municipal Support - Building Inspector

Port Orange, FL

John is currently serving as a building inspector for the City of Port Orange, Florida. These inspections include all structural elements, plumbing, mechanical and electrical residential inspections.

City of Ormond Beach Municipal Support - Building Inspector

Ormond Beach, FL

John is currently serving as a building inspector for the City of Port Orange, Florida. These inspections include all structural elements, plumbing, mechanical and electrical residential inspections.



Years of Experience

36

Licenses & Certifications

- Standard Inspector-FL
BN8043

Michael Jon Morgan, Jr., BN

Building Inspector

Michael is a licensed Standard Inspector with over 30 years of experience in construction and inspections. He currently serves UES' Daytona office as an inspector. Michael's additional expertise includes two years' tenure with the City of Orlando, performing residential and commercial building inspections.

PROJECT EXPERIENCE

City of South Daytona Municipal Support - Building Inspector

South Daytona, FL

Michael is serving as a building inspector for the city of South Daytona Building Department. These inspections include all structural elements, plumbing, mechanical and electrical residential inspections.

Volusia County Municipal Support - Building Inspector

Volusia County, FL

Michael is currently serving as a building inspector for the Volusia County, Florida, Building Department. These inspections include all structural elements, plumbing, mechanical and electrical residential inspections.

City of Edgewater Municipal Support - Building Inspector

Edgewater, FL

Michael serves as a building inspector for the City of Edgewater, Florida. These inspections include all structural elements, plumbing, mechanical and electrical residential inspections.

City of Oak Hill Municipal Support - Building Inspector

Oak Hill, FL

Michael is serving as a building inspector for the city of Oak Hill Building Department. These inspections include all structural elements, plumbing, mechanical and electrical residential inspections.

City of Port Orange Municipal Support - Building Inspector

Port Orange, FL

Michael is currently serving as a building inspector for the City of Port Orange, Florida. These inspections include all structural elements, plumbing, mechanical and electrical residential inspections.

City of Ormond Beach Municipal Support - Building Inspector

Ormond Beach, FL

Michael is currently serving as a building inspector for the City of Port Orange, Florida. These inspections include all structural elements, plumbing, mechanical and electrical residential inspections.

City of New Smyrna Beach Municipal Support - Building Inspector

Ormond Beach, FL

Michael is currently serving as a building inspector for the City of New Smyrna Beach, Florida. These inspections include all structural elements, plumbing, mechanical and electrical residential inspections.

Town of Ponce Inlet Municipal Support - Building Inspector

Ponce Inlet, FL

Michael is currently serving as a building inspector for the Town of Ponce Inlet, Florida. These inspections include all structural elements, plumbing, mechanical and electrical residential inspections.



Years of Experience

14

Licenses & Certifications

- Building Inspector-FL
BN4957
- Standard Plans Examiner-
FL PX3622

Robert Marvel, BN, PX

Inspector

Mr. Marvel is a licensed Standard Inspector and Plans Examiner. He has 14 years of experience in building inspections and plan reviews. Currently he serves UES' Daytona location as an inspector, performing local commercial inspections. His previous experience includes 12 years of employment with St. Johns County, Florida.

PROJECT EXPERIENCE

Olea at Nocatee

St. Johns County, FL

Commercial building inspections

E-Town Apartments

Jacksonville, FL

Commercial building inspections

Sentosa Apartments

St. Johns County, FL

Commercial building inspections

Renaissance Hotel

St. Augustine, FL

Commercial building inspections

Comfort Inn

Jacksonville, FL

Commercial building inspections

Home2 Suites

Clay County, FL

Commercial building inspections

Cadence at Nocatee

St. Augustine, FL

Commercial building inspections

Hilton Garden Inn

St. Augustine, FL

Commercial building inspections



Years of Experience

29

Licenses & Certifications

- Standard Inspector, FL
Standard Plans Examiner, FL
- Standard I & II Family
Plans Examiner, FL
- Building Contractor, IN
- NYCMA Certified QC/QA
Technician for HMA
- NYSHMA Density Testing
Inspector by the AGC of
NYS
- NETTCP
- Nuclear Density Gauge
Safety
- OSHA 10-Hour

Eric Reinertsen, BN, PX, SFP

Building Inspector, Plans Examiner

Eric Reinertsen has 29 years of experience in building inspections, plan examiner and all phases of construction including project manager. Eric has performed inspections, reviewed drawings and product data sheets for conformance to job specifications. He has supervised day-to-day operations, held and chaired project coordination meetings, and interacted with owner's agents and all construction representatives associated with the projects.

PROJECT EXPERIENCE

City of Ormond Beach Municipal Support, Building Inspector

Volusia County, FL

Eric is currently serving as a building inspector for the City of Ormond Beach, Florida. These inspections include all structural elements, plumbing, mechanical and electrical residential inspections.

Volusia County Municipal Support, Building Inspector

Volusia County, FL

Eric is currently serving as a building inspector for the Volusia County Building Department. These inspections include all structural elements, plumbing, mechanical and electrical residential inspections.

City of Port Orange Municipal Support, Building Inspector

Volusia County, FL

Eric is currently serving as a building inspector for the Volusia County Building Department. These inspections include all structural elements, plumbing, mechanical and electrical residential inspections.

St. John's County, Building Inspector and Plans Examiner

St. John's County, FL

Eric previously served as a building inspector and plans examiner for St. John's County, Florida. These inspections include all structural elements, plumbing, mechanical and electrical residential inspections. Served as structural, plumbing, mechanical and electrical residential plans examiner and structural commercial plans examiner as well.



Years of Experience

38

Expertise

- Building Inspection
- Coastal Construction

Licenses & Certifications

- Standard Inspector- FL6842
- Florida State Certified Contractor- #18887

Michael Dove, BN, CRC

Building Inspector

Michael Dove has 38 years of experience in building inspections, plan examiner and all phases of construction including project manager. Michael has performed inspections, reviewed drawings and product data sheets for conformance to job specifications. He has supervised day-to-day operations, held and chaired project coordination meetings, and interacted with owner's agents and all construction representatives associated with the projects.

PROJECT EXPERIENCE

City of Ormond Beach Municipal Support, Building Inspector

Volusia County, FL

Michael is currently serving as a building inspector for the City of Ormond Beach, Florida. These inspections include all structural elements, plumbing, mechanical and electrical residential inspections.

City of New Smyrna Beach Municipal Support, Building Inspector

Volusia County, FL

Michael is currently serving as a building inspector for the City of New Smyrna Beach, Florida. These inspections include all structural elements, plumbing, mechanical and electrical residential inspections.

Volusia County Municipal Support, Building Inspector

Volusia County, FL

Michael is currently serving as a building inspector for the Volusia County Building Department. These inspections include all structural elements, plumbing, mechanical and electrical residential inspections.

City of Port Orange Municipal Support, Building Inspector

Volusia County, FL

Michael is currently serving as a building inspector for the Volusia County Building Department. These inspections include all structural elements, plumbing, mechanical and electrical residential inspections.

St. John's County, Building Inspector

Volusia County, FL

Michael is currently serving as a building inspector for St. John's County, Florida. These inspections include all structural elements, plumbing, mechanical and electrical residential inspections. Served as structural, plumbing, mechanical and electrical residential plans examiner and structural commercial plans examiner as well.

New St. John's Water Treatment Facility

St. Augustine, FL

Michael served as a building inspector on the above project located in St. Augustine, FL. These inspections included much of the structural elements of the project performed on behalf of St. John's County.



Years of Experience

44

Expertise

- Commercial and Residential Coast
- Metal Buildings, Restaurants, Gas Stations, Condo Conversions, Churches

Licenses & Certifications

- Standard Inspector-FL BN7462

Sam Thompson, BN, CGC

Building Inspector

Sam Thompson has 44 years of experience in building inspections, plan examiner and all phases of construction including project manager. Sam has performed inspections, reviewed drawings and product data sheets for conformance to job specifications. He has supervised day-to-day operations, held and chaired project coordination meetings, and interacted with owner's agents and all construction representatives associated with the projects.

PROJECT EXPERIENCE

City of Ormond Beach Municipal Support, Building Inspector

Volusia County, FL

Sam is currently serving as a building inspector for the City of Ormond Beach, Florida. These inspections include all structural elements, plumbing, mechanical and electrical residential inspections.

City of New Smyrna Beach Municipal Support, Building Inspector

Volusia County, FL

Sam is currently serving as a building inspector for the City of New Smyrna Beach, Florida. These inspections include all structural elements, plumbing, mechanical and electrical residential inspections.

Volusia County Municipal Support, Building Inspector

Volusia County, FL

Sam is currently serving as a building inspector for the Volusia County Building Department. These inspections include all structural elements, plumbing, mechanical and electrical residential inspections.

City of Port Orange Municipal Support, Building Inspector

Volusia County, FL

Sam is currently serving as a building inspector for the Volusia County Building Department. These inspections include all structural elements, plumbing, mechanical and electrical residential inspections.

St. John's County, Building Inspector

Volusia County, FL

Sam is currently serving as a building inspector for St. John's County, Florida. These inspections include all structural elements, plumbing, mechanical and electrical residential inspections. Served as structural, plumbing, mechanical and electrical residential plans examiner and structural commercial plans examiner as well.

Flagler Hospital Addition

St. Augustine, FL

Sam served as a building inspector on the Flagler Hospital Addition project located in St. Augustine, FL. These inspections included much of the structural elements of the project performed on behalf of St. John's County.

New St. John's Water Treatment Facility

St. Augustine, FL

Sam served as a building inspector on the above project located in St. Augustine, FL. These inspections included much of the structural elements of the project performed on behalf of St. John's County.

PERSONNEL RESUMES - PLANS REVIEW STAFF



Education

MS, Organizational Leadership

BS, Bible and Christian Leadership

Years of Experience

25

Licenses & Certifications

- Building Code Administrator -FL BU 1988
- Standard Inspector- FL BN 7340
- Standard 1 & 2 Family Plans Examiner- FL SFP 290
- Standard Plans Examiner- FL PX 4220
- Housing Code Official #MD0612
- International Code Council (ICC) Certifications ICC #5174330
- New Jersey UCC Licenses #4220

Associations

- Association of State Floodplain Managers
- Building Officials Association of Florida
- International Code Council (ICC)

Duane J. Wallace

Senior Plans Examiner

Daune Wallace has over 25 years of experience as a Plans Examiner, Building Official, and Building Inspector. He has extensive experience and training in construction codes, Florida Standards, ICC Public Safety, and zoning and code enforcement. He is well-versed in interacting with the public, private sectors, and various safety and compliance organizations. His management experience includes project scheduling and budgeting, as well as supervising others for safety, code enforcement, and inspection.

PROJECT EXPERIENCE

Building Official

Safety Harbor, FL

As a Building Official, Mr. Wallace's responsibilities included plans reviews and inspection duties as needed in accordance with the Florida Building Code.

Development Inspector IV/ Plans Examiner

Tarpon Springs, FL

Mr. Wallace's responsibilities included multi-licensed inspections and plans reviews of residential and commercial projects in accordance with the Florida Building Code.

Standards Inspector/1 & 2 Family Plans Examiner

Tampa, FL

Mr. Wallace responsibilities included multi-licensed residential and commercial inspections and 1 & 2 family plans examination for private provider's services in Tampa, Largo, and St. Petersburg in accordance with the Florida Building Code.

Building Subcode Official

Delran Township, NJ

Mr. Wallace was responsible for performing plan review duties in compliance with the New Jersey Uniform Construction Code in the Electrical and Fire Subcode discipline. He also utilized additional licensure to provide support

and coverage for Building and Plumbing disciplines.

Construction Official and Building, Electrical and Plumbing Subcode Official

Lawnside, NJ

Mr. Wallace was responsible for performing plan review duties in compliance with the New Jersey Uniform Construction Code in the Building discipline. He also utilized additional licensure to provide support to other disciplines and perform construction inspections and local code enforcement.

Construction Official/Director of Inspections/Zoning Officer

Willingboro, NJ

Mr. Wallace had management and supervisory responsibility for all code enforcement personnel, Uniform Construction Code personnel, and Fire Official and Zoning Official personnel including budgeting, employee evaluation, scheduling and training. As a Safety Officer, he was responsible for ensuring compliance with OSHA/PEOSHA guideline along with other federal and state requirements. He also performed plans review and approvals on all levels of construction projects and miscellaneous field inspections as needed. His additional associated titles included Building and Electrical Subcode Official.



Experience

Electrician and Communications Degree, US Navy "A" School

Years of Experience

56

Licenses & Certifications

- Registered Electrical Contractor, FL
- Standard Building Code Administrator, FL
- Standard Inspector, FL
- Standard Plans Examiner, FL
- Certified Building Official
- Chief Electrical Inspector
- Department Director by the Building Officials Association of Florida
- Master Electrician

Affiliations

- International Association of Electrical Inspectors
- ECF Orlando
- Central Florida Advisory Board

Edward Fox, Jr.

Electrical Plans Examiner / Inspector

Edward Fox has 56 years of experience, and currently serves UES' Daytona location. His expertise includes service in the US Navy Seabees as an Electrician and Communications Specialist. He served for three years, with two tours in Vietnam. Edward has been a member of the International Association of Electrical Inspectors for three decades and a board member in the ECF Orlando division for seven years. He has served as a member (and as President) of the Central Florida Advisory Board for 15 years, consisting of all chiefs from surrounding jurisdictions in Central Florida. He received the Edison Award in 2008 from the Electric Industry, recognizing his outstanding commitment to improving the community and the electrical industry in Central Florida.

Upon being discharged from his military service, Mr. Fox relocated to Florida and began his career in the electrical field. His experience includes residential projects performed for Palmer Electric, as well as employment by the Orange County Commissioners as an Inspector. There he was promoted to Deputy Chief Electrical Inspector and again to Chief Electrical Inspector (directing a team of 21 inspectors) during his tenure.

Throughout his career, Mr. Fox has worked as a Communications Specialist, Electrician, Journeyman Electrician, Master Electrician, Electrical Inspector, Electrical Plans Examiner, and Chief Electrical Inspector.

PROJECT EXPERIENCE

City of Belle Isle Professional Building Department Services Continuing Contract

Belle Isle, FL

Under a continuing contract with the City of Belle Isle for professional building department services, Mr. Fox has provided plan review services on various residential and commercial structures.

City of Lakeland Professional Building Department Services Continuing Contract

Lakeland, FL

Under a continuing contract with the City of Lakeland for professional building department services, Mr. Fox has provided plan review services on various residential and commercial structures.

City of Casselberry Building Division, Professional Building Department Services

Casselberry, FL

Under a continuing contract with the City of Casselberry for professional building department services, Mr. Fox has provided plan review services on various residential and commercial structures.



Years of Experience

19

Licenses & Certifications

- AHRI
- Air Conditioning Contractors Apprenticeship (ACCA)
- BCAL P&P (State Mechanical Inspector's License BN4028 and PX2061)
- Commercial and Residential Building Inspector (ICC)
- Fire Safety Inspector Certification
- Light Commercial Air Conditioning/Heating and Commercial Refrigeration Certification

John R. Brooks

Building Inspector/Plans Examiner

With 19 years of experience, John R. Brooks is a customer-oriented inspection professional with strong commercial and residential construction experience. He excels in providing plan review and inspection.

PROJECT EXPERIENCE

Chief Mechanical Inspector

Universal Engineering Sciences

Mr. Brooks' responsibilities include performing commercial and residential inspections and plan reviews in various central Florida municipalities. He has also reviewed mechanical plans remotely for Osceola and Seminole Counties.

Mechanical Inspector/Plans Examiner

Seminole County Government

Job duties include commercial and residential inspection and plan review of mechanical systems within Seminole County.

Quality Assurance and Control Manager

Bernhard MCC

Mr. Brooks' responsibilities involved the development of QA/QC programs for projects assigned to the Orlando Business Unit. Projects included new hospitals, hotels, and theme park attractions.

Mr. Brooks routinely performed field surveys during installations of plumbing, mechanical, and medical gas installations, in addition to supervising and directing corrective actions. He also developed electronic forms and procedures for inspection tracking/record keeping, expediting, corrective issues, equipment commissioning, and start up.

Mechanical/Fire Inspector and Plans Examiner

Reedy Creek Improvement District Building and Safety

Mr. Brooks' duties included all mechanical and fire sprinkler plan reviews and inspections within the Reedy Creek Improvement District related to new

construction, renovations, and repairs.

He served as a regular participant in early design review and planning meetings with owners, engineers, and contractors.

Mr. Brooks worked daily with the Reedy Creek Fire Department in joint plan review and inspection processes for all fire sprinkler/suppression systems property wide. He served continuously in all RCID Annual Emergency Power Tests (AEPTs) for facilities property wide and took part in the result reporting process to the owner. The AEPT process consisted of overnight shifts, coordination with Disney engineering, third party participants, animal keepers, Reedy Creek Energy Services, Reedy Creek Fire Department, emergency generator contractors, and Disney World safety staff. All required emergency power systems such as egress illumination, exit signage, fire pumps, elevators, rolling fire doors, smoke evacuation systems, and transfer switches were tested in all buildings on District property each year. Code compliance surveys were also completed on existing buildings when required.

The department was part of the Emergency Response Team for any occurrence that warrants safety determinations on the property, such as hurricane damage. Other duties included participation in performance-based testing of rides for signal 25 testing (amusement attraction safety and evacuation protocol); smoke evacuation system initial acceptance testing and annual follow up testing; inspecting existing kitchen hood systems for code compliance; and working closely with various Disney groups involved with

refurbishing existing facilities to comply with current codes. Mr. Brooks received daily calls from contractors, owner's agents, and engineers with questions pertaining to the intent of the code(s) and compliance of designs. He had also worked exclusively on assembling the next edition of the Epcot Mechanical Code, submitted code changes, and created policy documentation.

Owner/CEO

Little Feet Safety Systems, LLC

Mr. Brooks was the inventor of a wireless proximity machinery accident prevention system and is the holder of two U.S. Utility Patents regarding the MAP System technology. He was active in his efforts to bring families of injured children together in a closed support group.

Foreman / Commercial and Residential Service Technician / Project Manager

Apple Air Conditioning & Heating Inc.

Mr. Brooks worked on various commercial and residential mechanical installations in the central Florida area.

Commercial Refrigeration Service Mechanic and Installer

Mechanical Air Services Corporation

Mr. Brooks performed preventative maintenance and serviced commercial refrigeration equipment, and ice machines, mainly in restaurants and malls.

Junior Mechanic and Foreman

Energy Air, Inc

Mr. Brooks was responsible for organizing job sites, training, coordinating with other trades and superintendents, handling scheduling, ordering materials, scheduling inspections, and general supervision of jobs from start to finish. He also supervised the piping and wiring crew for multiple projects.

Warehouse Manager

All Seasons/Schroeder Services Heating and Cooling

Work involved residential and commercial change outs and light refrigeration.

**Experience**

BS, Building Construction,
Auburn University

Years of Experience

28

**Licenses &
Certifications**

- ICC Building Code Official
- ICC Building Inspector
General Contractor, FL
- ICC Building Plans
Examiner
- ICC Commercial
Combination Inspector
- ICC Electrical Code
Official
- ICC Housing Code Official
- ICC Master Code
Professional
- ICC Mechanical Code
Official
- ICC Mechanical Inspector
- ICC Mechanical Plans
Examiner
- ICC Plumbing Code
Official
- ICC Plumbing Inspector
- ICC Plumbing Plans
Examiner
- ICC Property Maintenance
& Housing Inspector
- ICC Residential
Combination Inspector
- ICC Standard Coastal
Construction Inspector

John Jackson, BU**Building Code Administrator**

John Jackson has 28 years of experience as a Building Code Administrator. He is well-versed in working with municipal or county governments for various requirements. His expertise includes permitting and compliance with building, plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility, and other construction codes.

PROJECT EXPERIENCE**Building Inspector/Plans Examiner**

Universal Engineering Sciences

Mr. Jackson's responsibilities include performing inspections and plan reviews in various central Florida municipalities.

**City of Belle Isle Professional Building
Department Services
Continuing Contract**

Belle Isle, FL

Under a continuing contract with the City of Belle Isle to provide professional building department services, Mr. Jackson provided plan review services on various residential and commercial structures.

**City of Lakeland Professional Building
Department Services Continuing
Contract**

Lakeland, FL

Under a continuing contract with the City of Lakeland to provide professional building department services, Mr. Jackson provided plan review services on various residential and commercial structures.

**City of Casselberry Building Division,
Professional Building Department
Services**

Casselberry, FL

Under a continuing contract with the City of Casselberry to provide professional building department services, Mr. Jackson provided plan review services on various residential and commercial structures.

CERTIFICATIONS (CONTINUED)

ICC Combination Inspector
ICC Commercial Electrical Inspector
ICC Electrical Plans Examiner
SBCCI Building Inspector
SBCCI Building Plan Examiner
SBCCI Chief Building Code Analyst
SBCCI Chief Mechanical Code Analyst
SBCCI Coastal Construction
SBCCI Code Enforcement and Administration
Professional, Building Official – Department Director
SBCCI Commercial Combination Inspector
SBCCI Housing Rehabilitation Code Enforcement
Officer
SBCCI Housing Rehabilitation Inspector
SBCCI International Property Maintenance and
Housing Inspector
SBCCI Mechanical Inspector
SBCCI Mechanical Plan Examiner
SBCCI One and Two Dwelling Inspector
SBCCI Zoning and Property Standards Inspector



Years of Experience

25

Licenses & Certifications

- 1 & 2 Family Plans Examiner-FL RPX 279
- Building Code Administrator - FL BU 1975
- Building Inspector-FL BN 6614
- Standard Plans Examiner-FL PX 3717
- Certified Floodplain Manager
- FEMA IS200.b, IS100.b, IS800.b, and IS700.a
- Notary Public

Luke Curtis, BN, BU, PX

Building Inspector/Plans Examiner

Luke Curtis has over 25 years of experience in the construction and inspection of residential and commercial developments. Throughout his career, he has successfully developed skills and knowledge that allow him to handle the complexities of code compliance in a professional manner. His areas of expertise include quality assurance, building inspection, mechanical, residential, project management, and plans examination.

EMPLOYMENT HISTORY/PROJECT EXPERIENCE

Building Inspector/Plans Examiner

Universal Engineering Sciences

Mr. Curtis serves UES as a Building Inspector and Plans Examiner. He is responsible for performing inspections and plan reviews in various central Florida municipalities.

Building Official and Floodplain Manager, City of Anna Maria

Anna Maria, FL

Mr. Curtis assisted in preparing and managing the budget for the Building Inspections Division. He was responsible for training new employees such as Building Inspectors, Plan Examiners, and Building Technicians.

Plans Examiner, City of Largo

Largo, FL

Mr. Curtis was responsible for reviewing all plans and specifications for commercial, industrial, and residential projects to ensure compliance of the city, state, and federal law regulations. He also worked alongside the City Floodplain Manager in dealing with CRS and other flood-related duties.

Building Inspector, City of Largo

Largo, FL

Mr. Curtis was responsible for inspecting residential, commercial, and industrial buildings for compliance with the established codes. His responsibilities included quality control of construction projects and ensuring they adhered to the approved plans and specifications.



Experience

Electrician and Communications Degree, US Navy "A" School

Years of Experience

23

Licenses & Certifications

- Standard Plans Examiner - FL PX1482
- Standard Inspector - FL BN3283

Thomas D. Timmins, BN, PX

Building Inspector/Plans Examiner

Tom serves UES as a licensed building inspector with over 23 years of experience. His experience includes tenure serving Orange County as a Plumbing and Gas Inspector as well as Commercial Plumbing/Gas Plans Examiner. He is familiar with both rolled plans and E-plans submitted through the Dox system.

EMPLOYMENT HISTORY/PROJECT EXPERIENCE

Building Inspector/Plans Examiner

Universal Engineering Sciences

Mr. Timmins serves UES as a Building Inspector and Plans Examiner. He is responsible for performing inspections and plan reviews in various central Florida municipalities.

Avery Valencia College Lane Apartments

Orlando, FL

UES provided alternative plan review, inspection and fire stopping services to expedite construction and occupancy. The project consisted of a five, 4-story multi-family residential buildings with 200 units and included a swimming pool, maintenance building, monument sign, mail kiosk, and trash compactor.

Galileo School, Skyway Campus

Orlando, FL

UES provided alternative plan review, inspection and fire stopping services to expedite construction and occupancy. The project consisted of a two, 2-story school buildings.

Orange County Government

Orange County, FL

Tom was the plumbing and gas inspector for Orange County. He was responsible for plumbing and gas inspections on all commercial, industrial, institutional and residential in Orange County. Tom served as the County plumbing and gas commercial plans examiner for the past year.

**Years of Experience**

40

**Licenses &
Certifications**

- Standard Inspector (Electrical)
- Standard Plans Examiner
- Standard Voluntary Electrical Inspector
- BOAF - 1 & 2 Family
- Master Electrician
- OSHA 10-Hour

William Dasher, BN, PX**Building Inspector/Plans Examiner**

William Dasher has over 40 years of experience as an Electrical Inspector/Contractor, Plans Examiner, and Certified Master Electrician. He has worked for the Cities of Orlando, Maitland, Apopka, Altamonte Springs, Casselberry, Eustis, Lady Lake, Ocala, Tampa, Lakeland, as well as multiple counties including Hillsborough and Polk. His background encompasses theme parks, powerhouses, residential, commercial, industrial, water parks, hospitals, airports, universities, colleges, and high rises. He is also knowledgeable in the NFPA 70 National Electrical Code and with different programs used by municipalities and private providers for inspection submissions daily.

EMPLOYMENT HISTORY/PROJECT EXPERIENCE**Building Inspector/Plans Examiner**

Universal Engineering Sciences

Mr. Dasher serves UES as a Building Inspector and Plans Examiner. He is responsible for performing inspections and plan reviews in various central Florida municipalities.

Nova Engineering and Environmental, LLC - Electrical Inspector / Plans Examiner

Tampa, FL

Mr. Dasher served as the Electrical Inspector and Electrical Plans Examiner for various municipalities and private contractor clientele across the state. He performed a variety of inspections including residential, commercial, high rise, colleges, water parks, and theme parks.

Aim Electrical Contracting, LLC - Owner

Ocala, FL

Mr. Dasher provided services for new construction, residential, commercial, and industrial projects with two service trucks running full time. He contracted with the local airport to provide runway, taxiway lighting, hangar work, and beacon lighting; designed the entry access and security camera systems; and rewired and re-lamped a 1930s era Wind Tee for night use.

Reedy Creek Improvement District - Electrical Inspector / Plans Examiner

Lake Buena Vista, FL

Mr. Dasher executed electrical inspections and plan reviews for the attractions and surrounding hotels and businesses. He designed a system to clear out expired permits by getting them to final inspection or reissues status. While working with EPCOT codes, he was able to see new ideas and the latest innovations put in place before they made it to mainstream America. He also provided input, along with other members of the building department, on new ideas presented by Disney "Imagineers" and contractors.

Bureau Veritas, State of Florida - Electrical Inspector / Plans Examiner

Orlando, FL

As an Electrical Inspector and Plans Examiner for a private provider of building services, Mr. Dasher served various municipalities in need of additional assistance. He performed quality control for water intrusion repairs using infrared testing equipment and provided quality control services to ensure that the standard operating procedures and plans were followed as outlined.

City of Ocala - Electrical Inspector / Plans Examiner

Ocala, FL

While working with the City of Ocala, Mr. Dasher acquired his commercial and residential Electrical Inspector and Electrical Plans Examiner licenses within his first six months. Along with inspections, plan reviews, and change of occupancy inspections, he was also trained in the functionality of all aspects of the building departments operations.

IBEW - Inside Wireman

Gainesville, FL

Mr. Dasher traveled throughout the United States visiting Co-Gen nuclear, coal, and gas fired power generating plants doing fast-paced short call electrical work, maintenance, repairs, and improvements of electrical equipment at power plants and industrial sites.

Benson Electric - Service Truck Operator

Miami, FL

Mr. Dasher operated a service truck, and when needed, a bucket truck to provide commercial and residential service work, including neon sign repair and water treatment plant service work.

Montenay Power - A-1 Electrician

Miami, FL

Mr. Dasher performed preventative maintenance on motors, overhead cranes, conveyor belts, control room and MCC room electrical work, PLC, thermocouple unites, and batteries at a trash burning and recycling power generating plant.

Anchor Industrial Maintenance - Service Department Manager

Miami, FL

William scheduled and dispatched crews for job sites on a 24/7 work schedule. He acquired new clients, gave bid proposals, and retained clientele new and old with excellent customer service. He assisted in growing the company from five to 20 employees and from one bay to four bays in the warehouse with an addition of a retail maintenance supply store. William also operated a service and a bucket truck and performed all the scheduled maintenance and repairs for the entire service fleet.

AAR Landing Gear Center - Plant Electrician

Medley, FL

Mr. Dasher designed and built an over current protection system for a degaussing coil and designed the controls for an automated ID grinder. He performed all new construction, repairs, and maintenance needed to keep the plant operational. Due to the age of some of the equipment in the plant (some dating back to the 1930s), parts were no longer available. In this situation, he would fabricate new parts. One common item he rebuilt on a regular basis was the solenoids; he would have to rewind the coils to match the original resistance reading.

REFERENCES FORM 9.8**FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE**

The Proposer proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: City of Ormond Beach
Contact Person: Thomas Griffith, Chief Building Official
City, State: Ormond Beach, FL
Telephone Number: (386) 676-3350
Email Address: tom.griffith@ormondbeach.org
Description of goods or
Services provided: Building inspections and plan review
Contract Amount: \$20,000 annually
Start/End Date of Contract: Ongoing (2007 - present)
2. Company Name: City of Edgewater
Contact Person: Mike Garrett, Building Official
City, State: Edgewater, FL
Telephone Number: (386) 424-2400 ext. 1511
Email Address: mgarrett@cityofedgewater.org
Description of goods or
Services provided: Code compliance inspection and plan review
Contract Amount: \$20,000 annually
Start/End Date of Contract: Ongoing (2017 - present)
3. Company Name: Volusia County, Florida
Contact Person: Clay Ervin, Director of Growth and Resource Management
City, State: DeLand, FL
Telephone Number: (386) 822-5013
Email Address: cervin@volusia.org
Description of goods or
Services provided: Building inspections and plan review
Contract Amount: \$360,000 annually
Start/End Date of Contract: Ongoing (2002 - present)

This document must be completed and returned with your Submittal.

(Form 9.8 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The Proposer proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide or have in the past provided Incident Response Management System or similar to those required under the City's contract and as outlined in this Proposal package. A minimum of three (3) projects shall be listed below in order to Proposal on this contract. The Owner reserves the right to check references and confirm information provided herein.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1	Thomas Griffith Chief Building Official City of Ormond Beach	(386) 676-3350	Y	15 years (2007-present)	Building inspections and plans review
2	Mike Garrett Building Official City of Edgewater	(386) 424-2400 ext. 1511	Y	5 years (2017-present)	Code compliance inspections and plans review
3	Clay Ervin Director of Growth and Resource Management Volusia County, FL	(386) 822-5013	Y	20 years (2002-present)	Building inspections and plans review

This document must be completed and returned with your Submittal.



TAB C

**Approach and
Value-Added
Services Within the
Request of Services**

APPROACH TO ACHIEVING IDENTIFIED TASKS

UES' Building Inspections Department offers capable, qualified personnel boasting decades of expertise in inspections and plans reviews. This department provides tremendous benefits to our clients, such as improved efficiency in building maintenance programs, reductions in repairs, and mitigation of excessive and uninformed budgets.

Our Contract Manager, Mike Navarra, is a 26-year veteran of these specialized, vital services, including 16 years with UES. As a licensed Building Inspector, Mr. Navarra leads UES' Daytona Beach team in their efforts to provide superior inspections and review services.

Our specialists know past and present construction techniques, local and national codes and regulations, and current A/E design practices. Their extensive knowledge enables them to provide thorough assessments in many areas, including structural, civil, mechanical/electrical/plumbing (MEP), roofing, paving, health/life safety, and coatings and finishes. UES is also experienced in providing basic visual assessment of select ADA provisions of project sites.

UNDERSTANDING OF SCOPE

UES recognizes the scope of services for this specific contract will encompass the following:

A. Building Inspections.

Provide building, mechanical, electrical and plumbing inspection services on an as needed basis, including inspecting structures for verification of compliance with the current Florida Building Code.

UES understands that the building inspections scope involves performing up to 5,200 hours each year, and our personnel will perform work under the Director of Community Development or his/her designee.

Our firm is prepared to provide at least one inspector (with a minimum four years' experience and a state of Florida Building Inspector license) for inspections including

- Building
- Plumbing
- Mechanical
- Electrical

Further, UES recognizes the person(s) performing the inspections shall be licensed or certified in the state of Florida, for those disciplines in which he/she is performing inspections. The required certification will be specified at the time of the service request.

Our project team understands that inspectors are expected to provide daily inspections using electronic logs that will be uploaded to SmartGov.

UES inspectors will be prepared to attend pre-construction meetings, final inspections, and monthly staff meetings with City staff.

Additionally, our inspectors recognize this contract will involve interacting with homeowners, contractors, engineers, community development, public utilities and public works personnel to ensure that inspection services are completed on time and in a manner that promotes community service and support, while in compliance with Florida Building Code and City Codes and Ordinances.

UES inspectors are well-versed in performing inspections for municipalities; our team has the knowledge and ability to relay information to the Building Official, Community Development Director, or his/her designee.

B. Plan Review.

UES personnel are prepared to review plans for compliance with the minimum standard of the current Florida Building Code. Our project team is prepared to perform up to 1,040 hours per year, directed by the Director of Community Development or designee. UES' plan reviewers understand the contract requirement to review plans that are required by Florida Statutes, with electronic review logs of completed daily and uploaded to SmartGov.

UES' staff understand the need for communication, including relaying requirements to architects, engineers, contractors, project managers and homeowners and interacting with other departments to complete reviews electronically and in a timely fashion.

Further, UES recognizes our reviewers may be required to complete a site visit to ensure compliance with Florida Statutes and Building Code requirements. Additionally, UES reviewers understand the requirement to attend monthly staff meetings with City staff. Our reviewers will be capable of relaying information to the Building Official or related City office.

UES will provide at least one inspector with at least four years' experience, licensed as a Plan Reviewer in the State of Florida for the following categories:

- Building
- Plumbing
- Mechanical
- Electrical

Further, we recognize the person(s) performing the plan reviews shall hold State of Florida licenses and/or certifications in those disciplines for which he/she is performing plan review. The required certification will be specified at the time of the service request.

METHODOLOGY AND LOGISTICS

UES strives to maintain focus on the following objectives for each project. First, we establish an explicit knowledge of a client's needs, goals, and contractual requirements. Then, we strive to understand the client's work philosophy and preferred operational procedures.

Our inspectors and plans reviewers have performed numerous similar projects and contracts; they are infinitely knowledgeable in understanding what to look for in assessing each property/building. We have developed a set of procedures and documents which our assessors utilize and follow to streamline inspections and review efforts and ensure timely project completion.

To ensure uniformity, we will use the same template for each report as we use in all inspections we prepare.

For the City of Port Orange, we will engage our reporting templates with the following methodology:

First, we systematically observe the exterior site and building conditions. Then, our assessors move to the roof, followed by interior spaces. All the while, our personnel observe MEP system conditions.

Delivery of the reports can occur within 30 days after our individual site inspections. UES accomplishes our quick turnaround through the use of multiple assessors. Each of these personnel are capable of performing assessments for 3-5 sites per week.

Since a typical evaluation is conducted quickly, UES' availability is virtually constant. Our prompt project completion time allows our personnel to be in front of a client or on a project site within a very short amount of time.

UES would request various data points from the City of Port Orange to inform our assessments, including:

- any historical data on each building prior to our site inspection.
- a key contact for each building who is knowledgeable about the building's functions.
- understanding of the city's specific intent to use the data.

The understanding of the City's intent for this data allows UES staff to tailor our information directly to the City's needs. For example, UES personnel may create and provide a joint needs spreadsheet, including summaries of all building sites, with tasks requiring cost repairs. During a project, these reports are available in hard copy or electronic format (PDF, Microsoft Word, or Excel files).



PROJECT OPPORTUNITIES AND CHALLENGES

HOW WE PROVIDE COST EFFECTIVE SOLUTIONS

As a seasoned engineering firm, UES understands that addressing challenges and developing cost effective solutions (for any project) begins with good communication. This City of Port Orange contract will be no exception.

First, utilizing a clear scope of work, UES develops the site strategy, inspection plan and cost estimate. Then, our team communicates this information to the client. In this step, any questions or concerns are resolved to ensure the approach, regulations, and guidelines to be used are addressed before work begins, saving time and money.

Regardless of a contract's size or complexity, UES works with clients to select the best approach for any given situation.

Additionally, we avoid unnecessary costs by monitoring trips to project sites, communicating expectations before work begins, and establishing inspections and plan review criteria in advance, minimizing confusion and frustration.

FAST-TRACKED PROJECT EXPERIENCE

UES is no stranger to performing projects with quick response times and short durations. We understand our clients' desires for fast, accurate inspection results. We recognize the execution of these services can dramatically impact the project schedule and budget.

UES understands the City's needs and recognizes that suitable staffing for this contract may be a concern. UES has a local group of 11 building inspectors and a company-wide pool of 150. Our robust staff allows us to handle various daily inspection requests. Our local (Daytona Beach) office is situated to serve the City's inspection requests as efficiently as possible.

Several of our inspectors also reside in the City of Port Orange, which allows them to respond quickly, and maintain familiarity with the City and its facilities. UES' inspection team can also accommodate requests with varying timetables, whether services are needed before 7:00 am or after 5:00 pm. Further, our team is equipped to handle special occasions or last-minute requests. UES can rapidly staff inspections the City may be unable to complete.

VALUE METHODOLOGY APPLICABILITY

UES applies Value Methodology to improve monetary aspects and other critical factors such as productivity, quality, time, energy, environmental impact, and durability. This approach can be applied to virtually all areas of construction to effectively manage costs.

Throughout the contract, UES communicates potential areas for improvement with the client. Our staff resources can be called upon by the UES-appointed Deputy Building Official at any time to provide additional staff for Plan Review and Inspections. This enables us to respond to workload increases without adding full-time staff, resulting in significant savings for our clients.

COST SAVING APPROACH

UES is very familiar with the many challenges that building departments face, including budget constraints, safety issues, and environmental impact. We apply value methodology (also known as value engineering, value analysis or value management) to projects to save our clients a significant amount of time and money. Our approach benefits UES clients and taxpayers by:

- Reducing project costs
- Reducing paperwork
- Simplifying procedures
- Improving project schedules
- Reducing waste
- Increasing efficiency
- Using resources more effectively
- Developing innovative solutions



TAB D

Financial History



TAB E

**Proposed Fees as
Completed on
Attachment 1 -
Services Costs/Fees
Proposal**



ATTACHMENT 1
RFP #22-10 SCHEDULE OF UNIT PRICING

CITY OF PORT ORANGE
BUILDING INSPECTION AND PLAN REVIEW SERVICES

Completed Attachment 1 Bid Proposal form **MUST** be included with Bid Submission
 Bidders are required to complete all fields shaded in green.

NAME OF BUSINESS:	Universal Engineering Sciences		
CONTACT PERSON:	Brian Pohl, PE, Branch Manager		
EMAIL ADDRESS:	bpohl@universalengineering.com		
AUTHORIZED SIGNATURE:			
DESCRIPTION	APPROXIMATE YEARLY HOURS	WEEKDAY HOURLY RATE	TOTAL
A. FIELD INSPECTION - BUILDINGS	5,200	\$85.00	\$442,000.00
B. PLAN REVIEW SERVICES	1,040	\$125.00	\$130,000.00
GRAND TOTAL			\$572,000.00



universalengineering.com



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GRAND TOTAL			\$572,000.00

CITY OF PORT ORANGE, FLORIDA

REQUEST FOR PROPOSAL

RFP #22-12

BUILDING INSPECTION AND PLAN REVIEW SERVICES



City of Port Orange Purchasing Division

Prepared by Jennifer Cox, Purchasing Agent

Release Date: June 2, 2022

Proposal Due Date and Time:
June 28, 2022

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5740

purchdiv@port-orange.org
www.port-orange.org



Legal Notice to Proposers

RFP #22-12 BUILDING INSPECTION AND PLAN REVIEW SERVICES

Notice is hereby given that the City of Port Orange is soliciting proposals for RFP #22-12 Building Inspection and Plan Review Services. Proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on June 28, 2022**, which may be amended by addendum issued by the City. All untimely proposals will not be considered and will be returned to the Proposer unopened. All proposals will be evaluated to ensure they contain all the required forms in order to deem the Proposer responsive or non-responsive. **Proposals will be opened, and proposers names will be read aloud at 2:30 P.M. in the Council Chambers located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida, 32129.**

DESCRIPTION: *The City of Port Orange is soliciting sealed Proposals for building inspection and plan review services on an as needed basis.*

Proposers must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein. Proposers must be properly registered and licensed to provide the services identified in the scope of work, by all applicable state and local agencies.

All Requests for Proposals are solicited and will be evaluated on the criteria outlined in the RFP. An Evaluation Committee primarily comprised of City staff has been appointed to evaluate and rank the proposals received in accordance with the Policies and Procedures as set forth in the City's Purchasing Manual.

Copies of the proposal documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange Purchasing web page at www.port-orange.org/bids.aspx and DemandStar via their website at www.demandstar.com. All questions must be directed **in writing** to the Purchasing Agent, Jennifer Cox, jcox@port-orange.org and purchdiv@port-orange.org and reference **"Questions on RFP #22-12 "BUILDING INSPECTION AND PLAN REVIEW SERVICES"** in the subject line. Last day for questions will be **June 14, 2022 at 5:00 P.M.**

[Remainder of this page left intentionally blank]

Cut along the outer border and affix this label to the outside of your sealed bid envelope/package to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.



SEALED PROPOSAL – DO NOT OPEN

SEALED PROPOSAL NO.: RFP #22-12

PROPOSAL TITLE: BUILDING INSPECTION AND PLAN REVIEW SERVICES

DUE DATE/TIME: June 28, 2022 @ 2:30 P.M.

SUBMITTED BY: _____
(Name of Company)

ADDRESS: _____

DELIVER TO: City of Port Orange City Clerk's Office
Attn: Jennifer Cox
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129

DATE/TIME RECEIVED: _____
(To be stamped by Clerk's office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Request for Proposal (RFP) is to solicit competitive sealed proposals for the provision of providing building, mechanical, electrical and plumbing inspection and related plans examination services on an as needed basis as described herein.

It is the intent and purpose of the City of Port Orange (City) that this Request for Proposal promotes competitive selection. It shall be the Proposer's responsibility to advise the Purchasing Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO PROPOSERS

Firms or companies (Proposer) desiring to provide services, as described herein shall submit sealed proposals, including one (1) original, three (3) copies and one (1) identical digital version in PDF format on USB flash/thumb drive, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution	June 2, 2022
Deadline for Questions:	June 14, 2022 by 5:00 P.M.
Final Addendum Posting:	June 21, 2022 by 5:00P.M.
Proposals Due:	June 28, 2022 by 2:30 P.M.
Evaluation Period	To Be Determined
Evaluation Committee Meeting.....	To Be Determined
City Council Meeting for Approval of Recommendation of Award.....	To Be Determined

Proposals must be delivered in a sealed envelope/package and delivered to:

City of Port Orange City Clerk's Office
Attn: Jennifer Cox, Purchasing Agent
1000 City Center Circle
Port Orange, FL, 32129

Sealed Proposals must be delivered **no later** than the date and time listed in the Timeline above. All times referenced are local time.

Proposals shall be sealed, and Proposers **must** indicate on the outside of their proposal the following:

- a) Request for Proposal (RFP) Number and Title
- b) Date of Opening
- c) Name of Proposer
- d) Address of Proposer

Due to the timing of mail service, the City cautions Proposers to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Carrier and hand deliveries of proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Proposals received after the established deadline shall not be considered.

Offers by telephone or email will not be accepted. Also, Proposers are instructed **NOT** to fax their proposal package. **Faxed proposals shall be rejected as non-responsive regardless of where or when the fax is received.**

All proposals will be opened publicly, and the names of all Proposers shall be read aloud. All conferences and meetings regarding this RFP are recorded electronically (audio only). The City of Port Orange reserves the right to reject any or all proposals or parts of proposals, if it is in the best interest of the City.

QUESTIONS REGARDING THIS RFP:

All questions must reference “**Questions on RFP #22-12 BUILDING INSPECTION AND PLAN REVIEW SERVICES**” in the subject line. All questions concerning this RFP shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Jennifer Cox, Purchasing Agent
1000 City Center Circle
Port Orange, FL, 32129
jcox@port-orange.org
and
purchdiv@port-orange.org

ADDENDA REGARDING THE REQUEST FOR PROPOSALS:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Addenda will be provided via the City of Port Orange Purchasing web page at www.port-orange.org/bids.aspx and Demand Star website at www.demandstar.com. Proposers should not rely on any representations, statements, or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the Proposer's responsibility to be sure all issued addenda have been received and reviewed. Proposers should acknowledge the correct number of addenda received as part of their proposals by completing Form 9.3 contained herein.

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Proposer or third party have any standing to sue or cause of action arising therefrom.

CLARIFICATIONS:

It is the Proposer's responsibility to become familiar with and fully informed regarding the terms, conditions, and specifications of this RFP. Lack of understanding and/or misinterpretation of any portions of this RFP shall not be cause for withdrawal of your proposal after opening or for subsequent protest of award. Proposers must contact the Purchasing Representative, at the email provided, should clarification be required. Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MINIMUM QUALIFICATIONS:

Proposers must be commercially licensed to do business in the State of Florida and appropriately qualified in the areas specified in the scope of work and to perform the services identified herein. Proposers must be properly registered and licensed to engage in the scope of work pertaining to this RFP, by all applicable state and local agencies.

Proposers must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this RFP following the requirements in Section 7. Failure to provide verifiable references may affect the Proposer's score for this criterion. **The City of Port Orange is not to be used as a reference.**

NO LOBBYING:

All Proposers are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this RFP. During the entire procurement process, all Proposers and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not

to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted proposals for this project. Any Proposer contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this RFP.

EXCEPTIONS TO SPECIFICATIONS:

If taking exception to any portion of the RFP specifications, the Proposer must indicate those exceptions as stated on the Proposer's Acknowledgement Form 9.2.

PROPOSAL SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Proposer shall use the forms supplied by the Purchasing Division. Proposals, once opened, become the property of the City, cannot be withdrawn and will not be returned to the Proposers. Upon opening, proposals become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

CORRECTION OF PROPOSALS:

Correction of inadvertently erroneous proposals shall be permitted up to the time of RFP opening. Proposers shall not be allowed to modify their proposals after the opening time and date.

WITHDRAWAL OF PROPOSALS:

NO proposal shall be withdrawn for a period of ninety (90) days subsequent to the proposal opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Proposer in preparing the proposal confers no right of withdrawal or modification after the proposal has been opened at the appointed time and place by the City of Port Orange. Any such withdrawn proposal shall not be resubmitted.

OPENING OF PROPOSALS:

Proposals will be received until the date and time stated in this RFP and will be publicly opened and read at the place, time and date stated. The Purchasing Division bears no responsibility for the premature opening of a proposal not properly addressed and identified.

REJECTION OF PROPOSALS:

The City reserves the right to reject any and/or all proposals when such rejection is in the best interest of the City.

PROPOSALS MAY BE REJECTED AND/OR PROPOSER(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- (a) Failure to update the information on file including address, product, service, or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state antitrust law based on the submission of proposals, or the awarding of contracts.
- (e) Evidence that the proposer has attempted to give a City of Port Orange employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the City of Port Orange purchasing activity.
- (f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of Port Orange. The Proposer must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Proposer upon termination of this Agreement 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.

AMERICANS WITH DISABILITIES ACT (ADA):

If you need special services provided under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

[Remainder of page left intentionally blank]

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

Provide building inspections and plan review services, included but not limited to the following:

SCOPE OF SERVICES:

A. Building Inspections

Provide building, mechanical, electrical and plumbing inspection services on an as needed basis. Inspect structures for verification of compliance with the current Florida Building Code.

Provide approximately 5,200 hours per year of building inspections working under the direction of the Director of Community Development or designee on an as needed basis.

The minimum requirement is at least one inspector licensed in the State of Florida in each of the following categories: Building, Plumbing, Mechanical, Electrical as a Building Inspector with a minimum of 4 (four) years of experience. The person(s) performing the inspections shall hold State of Florida licenses and/or certifications in those disciplines for which he/she is performing inspections. The required certification will be specified at the time of the service request.

Inspectors are expected to provide daily inspections using electronic logs that will be uploaded to SmartGov. Inspectors are expected to interact with homeowners, contractors, engineers, community development, public utilities and public works personnel to ensure that inspection services are completed on time and in a manner that promotes community service and support, while in compliance with Florida Building Code and City Codes and Ordinances. To complete roof inspections, inspectors are expected to get on the roof to inspect and verify compliance with current codes. If the roof slope is greater than 5/12 the inspectors can verify the re-roof inspection is in compliance with current codes by spot checking the roof with a ladder on the eaves. Inspectors are expected to have the knowledge and ability to relay information to the Building Official or Community Development Director or designee.

B. Plan Review.

Review plans for compliance with the minimum standard of the current Florida Building Code. Provide approximately 1,040 hours per year under the direction of the Director of Community Development or designee on an as needed basis.

Plan reviewers are expected to review plans that are required by Florida Statutes, with electronic log of reviews completed each day and uploaded to SmartGov. Reviewers are expected to communicate requirements to architects, engineers, contractors, project managers and homeowners and interact with other departments to complete reviews in an electronic form. The plan reviews must be in done in a reasonable amount of time in relation to the scope of the project and at the direction of the Director of Community Development or designee. Reviewers may be required to complete a site visit to ensure compliance with Florida Statutes and Building Code requirements. Reviewers should be capable of relaying information to the Building Official or designee.

The minimum requirement is at least one inspector licensed in the State of Florida in each of the following categories: Building, Plumbing, Mechanical, Electrical as a Plan reviewer and a minimum of 4 (four) years of experience. The person(s) performing the plan reviews shall hold State of Florida licenses and/or certifications in those disciplines for which he/she is performing plan review. The required certification will be specified at the time of the service request.

Supplementary Conditions

1. Invoices are to be submitted monthly on the same week of every month.
2. A weekly work log and time sheet shall be submitted to the Director of Community Development or designee.
3. Inspectors will possess required equipment, safety gear and vehicles to complete the tasks. Inspectors will also have laptops or tablets for access to SmartGov.
4. The City reserves the right to request the replacement of any inspector or plan reviewer if it is in the City's best interest.
5. The City is currently in the process of implementing SmartGov. Awarded supplier will be expected to utilize SmartGov to streamline workflows.
6. The City will provide SmartGov training to the selected firm(s).
7. The City reserves the right to award this solicitation to one or multiple firms.
8. No bonds will be associated with the RFP or work resulting from the RFP.
9. Plan Review services may be provided remotely.
10. All proposers must be able to provide all services in this RFP (Section 3 – Scope of Work).

[END OF SPECIFICATIONS]

[Remainder of page left intentionally blank]

SECTION 4 – STANDARD PURCHASE DEFINITIONS

The City will use the following definitions in instructions to proposers, terms and conditions, special provisions, technical specifications, and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
3. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
4. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
5. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
6. **Bidder or Proposer** is a person, firm, or entity that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
7. **City** means the City of Port Orange.
8. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
9. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive Proposers in accordance with the terms of a competitive process, regardless of the method of procurement.
10. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
11. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
12. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
13. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
14. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
15. **DemandStar** is the official online repository for all City competitive solicitations.
16. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
17. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
18. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of proposals as part of a Request for Proposals (RFP) or competitive grant process.
19. **Evaluator** is a member of the evaluation committee/team.
20. **Intent to Award** is a document that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
21. **Issues** means points, matters, or concerns to be addressed during negotiations.
22. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
23. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
24. **Outlier** is a proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
25. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Proposers to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.

26. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
27. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
28. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
29. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
30. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Proposer to perform the resultant Contract.
31. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Proposer, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
32. **Request for Proposal (RFP)** means a formal request to prospective Proposers requesting qualifications of the Proposer and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
33. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
34. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.
35. **Responsible (Proposer)** is a Proposer who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
36. **Responsive (Proposer)** is a Proposer that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
37. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
38. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a Proposer must execute in terms of delivering specific commodities or in performance of contractual services.
39. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
40. **Solicitation** means a formal request, as applicable, for prospective Proposers to submit responses to a Request for Proposal.
41. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to §287.057, Florida Statutes.
42. **Stakeholder** means an individual, who is not likely to become a Proposer, who has an interest in the commodities/contractual services needed.
43. **Subcontractor** means a person, firm or entity providing goods or services to a Proposer to be used in the performance of the Proposer's obligations under the Contract.
44. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.

SECTION 5 – GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. ADDENDUM

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Proposers should acknowledge all addenda by completing Form 9.3 contained herein. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Proposer to ensure all addenda have been received prior to submitting a proposal. All Addenda shall be posted by the City on www.demandstar.com and City of Port Orange Purchasing Web page at www.port-orange.org/bids.aspx. The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

2. ANTI-COLLUSION STATEMENT

By submitting this Response to a Formal Solicitation, the Proposer affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this Response is in all respects fair, and without collusion or fraud. Additionally, Proposer agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Proposer. In submitting a Response to the City of Port Orange, the Proposer offers and agrees that if the Response is accepted, the Proposer shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

3. APPLICABLE LAWS

In connection with the furnishing of supplies or performance of work under the Contract, the Proposer agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations, and executive orders to the extent that the same may be applicable.

4. ASSIGNMENT

The successful Proposer shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Proposer from all contractual obligations.

5. AUTHORITY TO CONDUCT BUSINESS IN FLORIDA

A Florida corporation or partnership is required to provide evidence with its response that the Proposer is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with the response from the successful Proposer, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Proposer is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with the response from the successful Proposer, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement. A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from the request of the Purchasing Manager.

6. AWARDS

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, proposal, or quote for purchase of services and goods by the City of Port Orange.

7. AWARD AND EXECUTION OF CONTRACT

The Proposer(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified.

8. PROPOSAL RETURNS

Proposers shall return all completed Responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Proposers unopened.

9. PROTEST

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or

award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy the City has established is as follows:

- a. As soon as possible after receipt, the Purchasing Manager shall provide written protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
- b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he/she may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

10. PROPOSAL EVALUATION

Proposers who wish to receive a copy of the proposal evaluation may obtain it via www.demandstar.com or on the City of Port Orange Purchasing web page at www.port-orange.org/bids.aspx.

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Proposer may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Proposer's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Proposer's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Proposers are entitled to the return of their surety when the Purchasing Manager has required such. A successful Proposer shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Proposer to enter into a contract within the time specified after the award of bid.

11. CERTIFICATE OF INSURANCE

If required upon notice of intent to award contract resulting from this solicitation, the selected Proposer will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

12. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing

by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

13. CHANGE ORDER REQUEST NOTIFICATION

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes to time and/or scope of the awarded Contract. The Contractor **shall not** continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

14. CLEAN UP

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged. If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

15. CONDUCT OF PROPOSERS

All Proposers or individuals acting on behalf of a Proposer are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Proposer. All Proposers or individuals acting on behalf of a Proposer are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Proposer. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

16. CONE OF SILENCE

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time Proposers, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any Proposer who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer.
- All communications occurring at Pre-Proposal Conferences.
- Oral presentations before publicly noticed committee meetings.
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

17. CONFLICT OF INTEREST

For purposes of determining any possible conflict of interest, all Proposers must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Proposers business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

18. CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions contained herein, the Special Terms and Conditions shall govern.

19. CONTRACT

Any acquisition above the \$25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to \$25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

20. CONTRACT OBLIGATION

The City of Port Orange City Council shall approve the contract if greater than \$25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Proposer. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

21. CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between the City of Port Orange and the Proposer. Any price escalations are limited to those stated by the Proposer on the original Response.

22. COOPERATIVE PURCHASING

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5.6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

23. COPYRIGHT AND PATENT RIGHTS

Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Proposer agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

24. COST INCURRED BY PROPOSER

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Proposer. No payment shall be made for any response received, nor for any other effort required of or made by the Proposer prior to commencement of work as defined by the contract approved by the City Council.

25. DEBARMENT HISTORY

The City will consider a Proposer's debarment history information in its review and determination of responsibility. All Proposers are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Proposer, any parent or subsidiary of the Proposer or any predecessor organization. If the Proposer is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Proposer's debarment history is an issue of responsibility, the failure to provide debarment history on Form 9.11 as required in the RFP may result in a recommendation of non-responsive by the Purchasing Manager.

26. DEFAULT PROVISIONS

In the event of default by the Proposer the City reserves the right to procure the item(s) solicited from other sources and hold the Proposer responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Proposer for a period of 36 months from the date of default.

27. DISCLOSURE OF CONFLICTS

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Proposers must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Proposers must disclose the name of any employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches. The Proposer shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Proposer. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

28. EXCEPTIONS TO REQUIREMENTS

For purposes of evaluation, the Proposer must indicate any exception to the requirements, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Proposer that are required to be signed by the City. If exceptions are not stated by the Proposer, in his/her proposal, it will be understood that the item(s)/services fully comply with the requirements, terms and/or conditions stated by the City. Exceptions are to be listed by the Proposer on Form 9.2 contained herein and if necessary, listing exceptions on an attachment included with the proposal. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

29. E-VERIFY

Proposers shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Proposer during the term of contract and shall expressly require any subcontractor performing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the

employment eligibility of all new employees hired by the subcontractor during the term of contract. Proposers shall complete Form 9.10 E-Verify Affidavit and include it in the returned Response package. Failure to include the affidavit may result in rejection of the Response.

30. FACILITIES

The City reserves the right to inspect the Proposer's facilities at any time.

31. FAILURE TO RESPOND

If the Proposer elects not to submit a proposal, propose, please return the enclosed "Proposer's Acknowledgement Form" by the proposal due date and state the reason(s) for not proposing. Failure to respond, either by submitting a proposal, or by submitting a "Statement of No Proposal", three (3) times, shall result in the Proposer's name being removed from the City's mailing list.

32. FINANCIAL STABILITY

Proposers shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

33. FORCE MAJEURE

Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission, or failure to exercise reasonable due diligence.

34. GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

35. GOVERNING LAW

Proposers shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com. The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers, and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services, and other professional services.

Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug-Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

36. GRANT FUNDING

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the Proposer/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

37. HIPAA COMPLIANCE

The Proposer agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Proposer uses, discloses or has access to protected health information as defined by HIPAA.

38. INDEMNIFICATION/HOLD HARMLESS

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

39. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful Proposer as an independent Contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful Proposer under this contract and that the successful Proposer has no authority to bind the City.

The Proposer represents itself to be an independent Contractor offering such services to the public and shall not represent himself or his employees to be an employee of the City. Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Proposer shall further understand that the City cannot save and hold harmless and or indemnify the Proposer and/or the Proposer's employees against any liability incurred or arising as a result of any activity of the Proposer or any activity of the Proposer's employees performed in connection with the Contract.

40. INSPECTIONS AND TESTING

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Proposer cannot furnish a sample of a Response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Response as inadequate and non-responsive.

41. INSURANCE

If required upon execution of a contract, the Proposer shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

42. INSURANCE CANCELLATION

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Proposer to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

43. INSURANCE REQUIREMENTS

Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation.

IMPORTANT: The City does not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts. The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with and does not waive the insurance required by this.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

[Remainder of page left intentionally blank]

Standard Insurance Requirements									
	Insurance	Standards	Additional Requirements						
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Exhibit Form..	<table border="0"> <tr> <td><u>Contract Amount</u></td> <td><u>Limits</u></td> </tr> <tr> <td>Up to \$10 million</td> <td>Statutory/\$500,000</td> </tr> <tr> <td>\$10 - \$20 million</td> <td>Statutory/\$1,000,000</td> </tr> </table> Contracts over \$20 million To Be Determined by the City.	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
<u>Contract Amount</u>	<u>Limits</u>								
Up to \$10 million	Statutory/\$500,000								
\$10 - \$20 million	Statutory/\$1,000,000								
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.						
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Bodily Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate							
Additional Insurance Requirements									
☐	Property Insurance Builders Risk <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.						
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined</u>							
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000							
☒	Professional Liability/ Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000							
☐	Umbrella Policy	<u>Limits:</u> Coverage - \$ <u>To be determined</u>							
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.							
☐	City Manager waives Payment and Performance Bond for work under \$100,000.00.								
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods.								

44. INVOICES AND PAYMENTS

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Proposer offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Proposers should state any payment discount in the space provided on the proposal form for construction services. If the awarded firm would like to receive payment via ACH, this can be accommodated after the contract is fully executed.

45. IRREVOCABILITY OF RESPONSES

Each Proposer agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Proposer.

46. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered. Letters of withdrawal received after the Response Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

47. LEGAL REQUIREMENTS

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof. Upon execution of a contract, the successful Proposer shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

48. LICENSES, PERMITS AND TAXES

The Proposer shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Proposer shall abide by all ordinances and laws pertaining to his/her operations and shall secure, at his/her expense, all licenses and permits necessary for construction and operation.

49. LITERATURE (if applicable)

If no brand, model or make is specified, Proposers shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services he/she proposes to furnish.

50. **LOCAL PREFERENCE**

In accordance with City of Port Orange City Code 2-275, except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses in the following manner:

- A. Request for proposals, qualifications, or other qualitative submittal(s). In any ranking conducted pursuant to a request for proposals, qualifications, or other qualitative submittal(s) where the Proposers are rated by a point system, local businesses shall be granted the following preference:
 - 1. Port Orange business shall be granted up to eight (8) percent of the available points.
 - 2. Volusia County business shall be granted up to five (5) percent of the available points.
 - 3. Florida business shall be granted up to three (3) percent of the available points.
 - 4. Tied bid preference. In case of a tie between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.
- B. Misrepresentation penalty. Any business that misrepresents the local preference status of its firm in a proposal or bid submitted to the city shall lose the privilege to claim preference status and shall lose eligibility to claim local preference status for a period of one year.
- C. Local preference not required. This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local business where such award is in the public interest.
- D. Definitions. The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Port Orange Business means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

Volusia County Business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

Florida Business means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.

51. NON-DISCRIMINATION

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

52. NON-EXCLUSIVITY OF CONTRACT

The selected Proposer understands and agrees that any resulting contractual relationship is non-exclusive, and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

53. NON-PERFORMANCE

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default. In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

54. NOTICE TO CONTRACTOR

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

55. OPTIONAL CONTRACT USAGE

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

56. PRE-PROPOSAL CONFERENCE

The Purchasing Manager shall determine if a pre-proposal conference is required and details of the conference shall appear in the Solicitation legal advertisement and Solicitation requirements. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow unless stated in the advertisement or this solicitation as mandatory, attendance to the pre-proposal conference is not mandatory. The representative of each Proposer shall be an authorized employee of the Proposer and shall sign in accordingly.

57. POSTPONEMENT/CANCELLATION /WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

58. PROPRIETARY INFORMATION

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions of Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Proposer to submit in order to prequalify for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution. Proposer must complete Form 9.12 Non-Disclosure Agreement for confidential materials.

59. PROTECTION

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Proposer during the term of contract, and the Proposer shall be held responsible for any damage to the property occurring by reason of his/her operation on the property.

60. PUBLIC ENTITY CRIMES

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted Proposer list following a conviction for a 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 a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted Proposer list.

61. PUBLIC RECORDS COMPLIANCE

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- 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 Section 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 on retaining public records and transfer to the City, at no cost, 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.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

62. PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Proposer to submit in order to prequalify for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is

earlier. This means that Proposers will not be able to procure a copy of their competitor's proposals until an intended decision is reached, or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a Proposer, or where a Proposer answers questions. In other words, neither Proposers, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Proposers, but the new law limits public attendance to portions of such meetings.

63. QUESTIONS, INTERPRETATIONS

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

64. RECORDS/AUDIT

The Proposer shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

65. REQUEST FOR ADDITIONAL INFORMATION

Prior to the final selection for award, Proposers may be required to submit additional information which the City may deem necessary to further evaluate the Proposer's qualifications to perform under the terms of the Solicitation and subsequent Contract.

66. REVIEW OF RESPONSES/SUBMISSIONS

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Proposal non-responsive.

67. RIGHT OF NEGOTIATION RFP

The City reserves the right to negotiate with the selected Proposer the exact terms and conditions of the Contract.

68. RIGHT OF WITHDRAWAL

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

69. RIGHTS TO SOLICITATION SUBMITTED MATERIAL

All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Proposers shall become the property of the City when received.

70. RULES, REGULATIONS AND LICENSING REQUIREMENT

The Proposers shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all federal, state, and local laws, ordinances, codes, and regulations that may in any way affect the services offered.

71. SEPARATION AND DISTRIBUTION

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

72. SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

73. SIGNATURE REQUIRED

All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

74. SIGNED RESPONSE CONSIDERED AN OFFER

The signed Response is considered an offer on the part of the Proposer, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Proposer, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Proposer after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

75. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES

Unless otherwise specified, Proposer shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Proposer's authorized representative. Responses containing erasures or corrections must be initialed by the Proposer in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: JOSEPH CASTRO, Buyer, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 P.M. on the

date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/ package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. Proposals (Envelope/Package) shall contain one (1) original and one (1) digital (flash drive) PDF version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the project name, proposal number, name and address of the Proposer.

76. STATE LICENSING REQUIREMENTS

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Proposer shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Proposer shall provide follow-up evidence that the Proposer maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Proposer/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

77. SUBCONTRACTING

The Proposer will not sub-contract or enter into any subcontracting agreements pertaining to this contract, without obtaining written approval from the City of Port Orange.

78. TAXES

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

79. TERMINATION

The City of Port Orange reserves the right to terminate the contract for default if the Proposer breaches any of the terms therein, including warranties of the Proposer or if the Proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Proposer with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Proposer.

80. TERMINATION NOTICE

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the Proposer notice thirty (30) days prior to the date of cancellation of the contract. The Proposer shall be required to give the City written notice sixty (60) days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

81. USE OF SOLICITATION FORMS

The Proposer shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A." Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response. If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated. The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted shall contain an original signature on the Proposer's Acknowledgement Form contained in each Solicitation.

82. VARIANCES

For purposes of Response evaluation, Proposers must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Proposer will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions, and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

83. WAIVER OF IRREGULARITIES

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Proposals received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Proposals will be considered. However, the City reserves the right to waive formalities or informalities in Proposals, to reject, with or without cause, any or all Proposals or portions of Proposals, or to interview or not interview individual Proposers, and to accept any Proposals or portions of Proposals deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

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SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY

Proposals offered in this RFP must remain firm for a period of ninety (90) Days from the RFP opening date.

CONTRACT TERM

The awarded proposer will be required to enter into a contract for a period of three (3) years, with two (2) 2-year renewal periods. The City of Port Orange reserves the right to extend this agreement or enter into a competitive proposal process at the end of each term.

ELIGIBILITY OF PROPOSER

To be eligible to respond to this RFP, the Proposer must have prior experience working with the services described in this RFP. Please provide eligibility experience with your submittal.

NOTICE

The City reserves the right to consider cooperative contracts, federal, state municipal etc., in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

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SECTION 7 – PROPOSAL SUBMITTAL & REQUIREMENTS

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluation of the proposal. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited.

Submittal of a proposal shall constitute the Proposer's agreement and intent to follow and adhere to all statements, offerings and monetary incentives contained within this proposal.

The sections of the submitted Proposals that will be scored during the evaluation process are identified with the maximum attainable points in "Section 8 – Evaluation of Proposals. Additional areas used for awarding evaluation points are also addressed in "Section 8 – Evaluation of Proposals."

In conjunction with other material and information requested in the RFP, all Proposers responding to this solicitation shall provide one (1) original, three (3) copies and one (1) identical digital version in PDF format on USB flash/thumb drive. The digital version **must** be an identical copy of the fully signed original submission. All required attachments are to be in 8 ½" by 11" format, clearly legible, tabbed and bound in the following order:

TABLE OF CONTENTS

The Table of Contents should outline in sequential order the areas of submittal. All pages, including enclosures, must be clearly and consecutively labeled and/or numbered and correspond to the Table of Contents.

STATEMENT OF INTEREST

The responding firm will provide a letter, on firm's letterhead, not exceeding two (2) pages which serves as a statement of interest and introduction to the submittal. The Statement of Interest shall show the RFP number and title. This letter must be signed by the person authorized to bind the firm, company, or corporate entity. The Statement of Interest should also include the name and contact information of a customer contract manager who will serve as the main point of contact for all issues related to the services performed under the scope of this RFP.

TAB A – REQUIRED DOCUMENTS

Include all required City of Port Orange forms. **FAILURE TO PROVIDE ALL INFORMATION** listed on each form may result in the rejection of your proposal, or a reduction in evaluation points. Required forms include:

- Form 9.1 Proposal Submittal Checklist
- Form 9.2 Proposer's Acknowledgement Form
- Form 9.3 Addendum & Change Order Procedure Acknowledgement Form
- Form 9.4 Drug Free Preference Statement
- Form 9.5 Sworn Statement on Public Entity Crimes
- Form 9.6 Anti-Collusion Form
- Form 9.7 Statement of Qualifications
- Form 9.8 Professional References for Previous Experience
- Form 9.9 Local Business Affidavit of Eligibility
- Form 9.10 E-VERIFY Affidavit
- Form 9.11 Debarment, Suspension, and Other Responsibility Matters
- Form 9.12 Non-Disclosure of Confidential Materials
- Form 9.13 No Submittal Response Form
- Attachment 1 - Services Costs/Fees Proposal

TAB B – QUALIFICATIONS AND RELATED EXPERIENCE

1. Provide a brief company biography, two (2) pages maximum. Include general information on the company, number of years the company has been in business, the location of corporate headquarters, and the number of branch offices.
2. Provide a copy of your current State of Florida business license; pending licenses will not be accepted. If applicable, provide a copy of the county business license of primary business operations. If not applicable, please provide a statement that a business license is not required and provide the city, county and state of your primary business operations.
3. For all employees that will be working with the City of Port Orange, provide a summary of relevant experience and qualifications including all current licenses and certifications under the heading of their expertise (inspections and/or plan review). Detailed resumes should be submitted.
4. Complete the Professional References Form (9.8) of this document. Provide a list of professional references (other than the City of Port Orange) in which you have provided similar services proposed in this RFP within the last five (5) years. References must be from at least three (3) different entities. Contact information for references must be accurate and reference contacts must be responsive. If listed references are not reachable or otherwise non-responsive, scoring for this criterion could be adversely affected.

TAB C – APPROACH AND VALUE-ADDED SERVICES WITHIN THE REQUEST OF SERVICES

1. Provide your firm's approach to achieving the identified tasks
2. Identify project opportunities and challenges and how you would recommend that challenges be addressed along with value added services your firm can provide

TAB D – FINANCIAL HISTORY

All Respondents shall provide a financial statement with their proposal, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

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SECTION 8 – EVALUATION OF PROPOSALS

RFP EVALUATION SCHEDULE

Refer to the Timeline in Section 2 of the RFP document regarding proposed evaluation date(s) and time(s).
The City reserves the right to alter dates as needed.

EVALUATION PROCEDURE OF WRITTEN PROPOSALS

The Evaluation Committee comprised of City staff will evaluate, and rank proposals based on a total score point formula. Services Fees Costs/Fees Criterion will not be evaluated by the Proposal Evaluation Committee. It will be scored by the Purchasing Agent as follows: The firm submitting the lowest total cost shall receive the maximum number of points for this criterion. All other respondents will receive points based on the following formula:

$(N/X)*C=Z$, where: N= Lowest total cost submitted X = Respondent's total cost
C = Total number of available points Z = Points awarded

All interested professionals are hereby cautioned **not** to contact any staff or Council member of the City of Port Orange, or any member of the Evaluation Committee. Any and all questions should be made through the Purchasing Agent noted in this RFP and any attempts to lobby or persuade through any other channels may result in disqualification.

All proposals will be subject to a review and evaluation process. It is the intent of the City that all Proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process. The committee may choose to conduct an oral interview with each short-listed firm.

The City's evaluation criteria, for written proposals will include consideration of, but will not be limited to the following:

1. Responsiveness of the proposal related to the Scope of Services.
2. The ability, capability, and skill of the Proposer to perform the contract, including the range of services offered.
3. Whether the provider can perform the contract within the time specified without delay or interference.
4. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
5. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.
6. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill.
7. The quality of performance of previous contracts.
8. The number and scope of conditions attached to the bid or proposal.
9. Responsiveness of client references.
10. Net costs; and
11. Local preference policy (if applicable)

WRITTEN PROPOSALS EVALUATION CRITERIA

Written proposals will be evaluated and scored based upon the following criteria:

EVALUATION CRITERIA for WRITTEN PROPOSALS

CATEGORY SCORE

TAB B. QUALIFICATIONS AND RELATED EXPERIENCE: (Max 40 points)

Company History, Qualifications, Ability and Capacity (Key Principle) (10 points)

Experience with Related Scope of Work Required with this RFP.....(10 points)

Support Documentation (licenses, Sunbiz, etc.)(10 points)

Professional References.....(10 points)

References will be scored as follows (total 10 points): 1 point for each reference provided on Form 9.8, up to 3 points. Two (2) points for each verified reference, if all three (3) references are verified then the extra point is applied for up to seven (7) points.

TAB C. STRENGTH OF PROPOSAL, APPROACH AND VALUE-ADDED SERVICES: (Max 20 points)

Clarity/Completeness of Proposal.....(10 points)

Understanding of Scope of Services.....(10 points)

TAB D. FINANCIAL HISTORY: (Max 10 points)

Firms financial strength as it relates to their ability to perform all services as outlined in this RFP(10 points)

PROPOSED FEES AS COMPLETED ON ATTACHMENT 1 – SERVICES COSTS/FEES PROPOSAL: (Max 30 points)

Total Proposed Fee.....(30 points)

Services Costs/Fees Criterion will not be evaluated by the Proposal Evaluation Committee. It will be scored by the Purchasing Agent as follows: The firm submitting the lowest total cost shall receive the maximum number of points for this criterion. All other respondents will receive points based on the following formula:

$(N/X)*C=Z$, where: N= Lowest total cost submitted X = Respondent's total cost
C = Total number of available points Z = Points awarded

Total Maximum Points

(100 points)

BONUS POINTS: Local Preference per Ordinance Sec. 2-275

- Port Orange Business eight percent of available points (8 points)
- Volusia County Business five percent of available points (5 points)
- Florida Business three percent of available points (3 points)

Please note that prices may be negotiated in the best interest of the City after the scoring is completed.

[Remainder of this page left intentionally blank]

FORMAL ORAL INTERVIEWS/PRESENTATIONS In Person (If Required)

Upon completion of the technical criteria evaluation of written proposals, rating and ranking, the City of Port Orange may conduct oral interviews and/or presentations with short listed firms. Evaluation criteria and scoring for the oral interviews and/or presentations are to be determined. Please note that bonus points for local preference will only be awarded once during the written evaluation phase.

If the City chooses to allow oral interviews and/or presentations, such interviews and/or presentations will not be open to the public pursuant to the conditions set forth in Florida Statute § 286.0113. If oral presentations or interviews are held the following guidelines will be used:

The City's Purchasing Division will establish the schedule and Proposers will be notified via DemandStar at www.demandstar.com and the City of Port Orange Purchasing web page at www.port-orange.org/bids.aspx at least seven (7) calendar days in advance of the date, time and place of the oral interviews and/or presentations. The specific interview/presentation format will be provided to Proposers with the notifications.

The City will allot equal time for each Proposer and may divide into two sequential parts: formal presentations and questions and answers. The times allotted are maximums and no Proposer will be penalized for using less than the allotted time.

FINAL RANKING AND RECOMMENDATION FOR AWARD

After oral presentations are completed, the Evaluation Committee will score the oral interviews and or/presentations. A final ranking is determined of the short-listed Proposers considered to be most capable of performing the required project in the best interest of the City.

The Evaluation Committee's final ranking will be provided to the Purchasing Manager to read aloud. The Intent to Award will be posted on www.demandstar.com and the City of Port Orange Purchasing web page at www.port-orange.org/bids.aspx. The City project manager will create an agenda item recommending award to the City Council. City Council's decision will be final.

[Remainder of this page left intentionally blank]

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

- _____ Form 9.2 – Proposer’s Acknowledgement
- _____ Form 9.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 9.4 – Drug Free Preference Statement
- _____ Form 9.5 – Public Entity Crimes Statement
- _____ Form 9.6 – Anti-Collusion Form
- _____ Form 9.7 – Statement of Qualifications
- _____ Form 9.8 – Professional References for Previous Experience
- _____ Form 9.9 – Local Business Affidavit of Eligibility
- _____ Form 9.10 – E-Verify Affidavit
- _____ Form 9.11 – Debarment, Suspension and Other Responsibility Matters
- _____ Form 9.12 – Non-Disclosure Agreement for Confidential Material
- _____ Exhibit “A” Description of Confidential Material
- _____ Form 9.13 – No Submittal Request Form
- _____ Attachment 1 - Services Costs/Fees Proposal Form
- _____ Copy of License (Contractor, Sunbiz, etc.)
- _____ Submission of one (1) original marked “ORIGINAL”, three (3) copies and one (1) digital (USB flash drive) version in PDF format.

BY:

Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 9.2 – PROPOSER’S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Proposals (RFP), Instructions to Proposers, General and/ or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Statement of Qualifications at the prices or rates as finally negotiated. I agree that my Proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed Proposal. Furthermore, I agree to Proposal by all conditions of the Requestor Proposals.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Proposal on behalf of the Proposer/Contractor as its act and deed and that the Proposer/Contractor is ready, willing, and able to perform if awarded the contract.

I further certify that this Proposal is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Proposer interested in said RFP; and that the undersigned executed this Proposer’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

Please check one: ☐ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAXNUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Proposals (RFP), Instructions to Proposers, General and/ or Special Conditions, Specifications, and any other documents accompanying or made a part of this Proposal.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the Proposal form.

Addendum # _____ Date: _____ Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the above statement regarding Change Orders to the awarded Contract:

Name of Business
By: _____
Printed Name: _____
Title: _____

STATE OF: _____
COUNTY OF: _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____,
by _____ and who:

[Notary: Please select one]

- ☐ Is personally known to me; or
☐ Has produced _____ as identification.

Notary Public, State of: _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, 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 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

STATE OF _____
COUNTY OF _____

Name of Business

By: _____

Printed Name: _____

Title: _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by
_____, as _____ of
(NAME) (TITLE)

_____, and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed, or stamped name, commission, and expiration:

This document must be completed and returned with your Submittal

FORM 9.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice-president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean 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 guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member, or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted Proposer list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____, as _____ of _____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification. Notary Public, State of _____
Printed, typed, or stamped name, commission, and expiration:

This document must be completed and returned with your Submittal

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

By signing this form, the Proposer agrees that this Proposal is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a Proposal for the same purpose and that the Proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Proposals will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED PROPOSER THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE PROPOSER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PROPOSERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED NAME OF SIGNATORY: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

F.E.I.N. NUMBER: _____

NO Proposal may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

This document must be completed and returned with your Submittal

FORM 9.7 – STATEMENT OF BIDDER’S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.7 is complete, true, and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Bidder: _____
- B. Permanent main office address: _____
- C. Date organized: _____
- D. If a corporation, where incorporated: _____
- E. How many years have you been engaged in the business under your present firm or trade name? _____
- F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- G. General character of work performed by your company: _____
- H. Have you ever failed to complete any work awarded to you? If so, where and why? _____
- I. Have you ever defaulted on a contract? If so, where and why? _____
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- K. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- L. Experience in work similar to this type of project: _____
- M. Background and experience of the principal members of your organization, including the officers: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- N. Credit currently available: \$_____
- O. Give bank name, contact name and phone number: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? YES ☐ NO ☐

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF: _____

COUNTY OF: _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20_____,
by _____ and who:

[Notary: Please select one]

☐ Is personally known to me; or

☐ Has produced _____ as identification.

Notary Public, State of: _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Proposer proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____

Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The Proposer proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide or have in the past provided Incident Response Management System or similar to those required under the City's contract and as outlined in this Proposal package. A minimum of three (3) projects shall be listed below in order to Proposal on this contract. The Owner reserves the right to check references and confirm information provided herein.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1					
2					
3					

This document must be completed and returned with your Submittal.

FORM 9.9 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT #(as applicable): _____

BUSINESS NAME: _____ CONTACT PERSON/TITLE: _____ MAILING ADDRESS: _____

CITY-STATE-ZIP: _____ Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters and/or ☐ Principal Place of Business

And within Legal Boundaries: ☐ City of Port Orange ☐ Volusia County ☐ State of Florida

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship

☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters and/or principal place of business located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Proposers shall attach to this affidavit of eligibility with bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A Proposer who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20____, by _____, as _____ of _____, a _____. He or she is _____ personally known or _____ produced _____ as identification.

Notary Public, State of *Printed, typed, or stated name, commission, and expiration:* _____

This document must be completed and returned with your Submitta

FORM 9.10 E-VERIFY AFFIDAVIT



CITY OF PORT ORANGE

CONTRACTOR E-VERIFY AFFIDAVIT

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: _____

Solicitation Number: _____

I, the undersigned, hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

Further, I certify all employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system. I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

(Print or Type Name, Title)

(Signature of Affiant)

(Federal Employer ID Number – FEIN)

(E-Verify Number)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ as _____ of _____ on behalf of the company. He/she is personally known to me or has produced _____ (TYPE OF ID) as identification.

Notary Public, State of Florida at Large

Printed, typed or stamped name, commission and expiration of commission term

This document must be completed and returned with your Submittal

FORM 9.11 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

**PRIMARY COVERED TRANSACTIONS
(TO BE COMPLETED BY PRIME CONTRACTOR)**

1. The prospective primary participant certifies 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 judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification;
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Bid Number or Project Name

Name(s) and Title(s) of Authorized Representatives

Signature

Date

This document must be completed and returned with your Submittal

FORM 9.12 NON-DISCLOSURE AGREEMENT

For

CONFIDENTIAL MATERIALS

Reference # _____

RETURN THIS FORM *ONLY* IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE BID DOCUMENT TO DETERMINE IF THIS APPLIES.

Respondent: _____

Address: _____

This Agreement is entered into as of the date of the last signature set forth below between the City of Port Orange, a political subdivision of the State of Florida (hereinafter the "City"), and the above named Respondent (hereinafter the "Respondent"). The City and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent asserts that it possesses certain confidential trade secret materials that it wishes to disclose to the City for the purpose of responding to a solicitation or otherwise conducting business with the City; and

WHEREAS, the City desires to review such materials in order to evaluate the City's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the City that the materials described in the attached Exhibit A (Description of "Confidential Material") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the City for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the City agrees not to disclose such Confidential Materials to third parties.
2. Additional Materials. During the course of the review or the business relationship with the City, the Respondent may disclose additional confidential or trade secret information to the City in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the City, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the City acknowledging receipt of such materials.
3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:
 - (a) Information already known or independently developed by the City;
 - (b) Information in the public domain through no wrongful act of the City;
 - (c) Information received by the City from a third party who was legally free to disclose it;
 - (d) Information disclosed by the Respondent to a third party without restriction on disclosure;
 - (e) Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
 - (f) Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non-Disclosure by Respondent. In the event that the City discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the City's prior written consent. Further, upon conclusion of discussions or business transactions between the City and the Respondent, or at any time upon request of the City, Respondent agrees to return such information (including any copies) to the City.
5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.
6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the City's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the City may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.
7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the City to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the City in defending the denial of the records request, and shall hold the City harmless from any claim for statutory costs and attorney's fees arising from the City's refusal to disclose such materials.
8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the City be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the City designates the following address for such notice:

The City of Port Orange, Florida
Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129
11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida, or the Federal City Court for the Middle City of Florida, Jacksonville Division.
12. Respondent and the City hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The City of Port Orange, Florida

Respondent

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: Purchasing Manager

TITLE: _____

DATE: _____

DATE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

EXHIBIT A - DESCRIPTION OF CONFIDENTIAL MATERIAL

9.13 NO SUBMITTAL RESPONSE FORM

If your company will not be submitting a proposal in response to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

City of Port Orange
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129
purchdiv@port-orange.org

This information will assist the Purchasing Division in the preparation of future solicitations.

Solicitation: RFP #22-12 Building Inspection and Plan Review Services

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Please check reason for a "no response".

- ☐ Specifications "too tight" or geared toward one brand or manufacturer (please explain below)
- ☐ Insufficient time to respond
- ☐ Specifications unclear (please explain below)
- ☐ We do not offer this product/service or an equivalent
- ☐ Our product schedule does not permit us to perform within stated timeline for the project
- ☐ Unable to meet specifications
- ☐ Unable to meet bond requirements
- ☐ Unable to hold prices firm throughout the term of the contract period
- ☐ Unable to meet insurance requirements
- ☐ Other: _____

Print Name: _____

Signature: _____ Date: _____

Additional Information:

If submitting this form, only this form needs to be returned. It is not necessary to return the entire solicitation package.

ATTACHMENT 1
SERVICES COSTS/FEES PROPOSAL

(Complete, sign and date, and insert this document under Tab A in proposal)

Services Costs/Fees Criterion will not be evaluated by the Proposal Evaluation Committee. It will be scored by the Purchasing Agent as follows: The firm submitting the lowest total cost shall receive the maximum number of points for this criterion. All other respondents will receive points based on the following formula:

(N/X)*C=Z, where: N= Lowest total cost submitted X = Respondent's total cost
C = Total number of available points Z = Points awarded

NAME OF BUSINESS:			
CONTACT PERSON:			
EMAIL ADDRESS:			
AUTHORIZED SIGNATURE:			
	ESTIMATED HOURS PER YEAR	WEEKDAY HOURLY RATE	TOTAL
BUILDING INSPECTION SERVICES	5,200		
PLAN REVIEW SERVICES	1,040		
		TOTAL	\$0.00

[Remainder of page intentionally left blank]

AFFIDAVIT REGARDING WORKERS' COMPENSATION

IMPORTANT

This certificate must be completed and returned by the Awarded Proposer, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

State of _____ County of _____

I, _____, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the _____ Company, under the terms of Policy Number _____ for a period from _____, 20__ to _____, 20__.

WITNESS:

CONTRACTOR:

By: _____ Name: _____

Company: _____ By: _____

Name/Title: _____

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20__,

by _____, as _____ of _____, a _____.

He or she is _____ personally known or _____ produced _____ as identification.

Notary Public, State of _____
Printed, typed, or stamped name, commission,
and expiration:

This certificate must be completed and returned by the Awarded Proposer, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

LEASED EMPLOYEE AFFIDAVIT
EXHIBIT CONTRACT # _____

☐ I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.

OR

☐ I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors, or casual laborexposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any Cityjobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2022, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a _____ corporation whose principal address is _____ ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide building inspections and plan review services on an as needed basis, pursuant to Request for Proposal 22-12 ("RFP 22-12"). This Contract together with RFP 22-12, Addenda, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference, shall constitute the formal written contract between the City and Contractor. For convenience, Section 3, Scope of Services, from RFP 22-12, and the Bid Tabulation as submitted by Contractor in Contractor's Proposal, are attached hereto as **Exhibit "1"**. A complete copy of RFP 22-12, Addenda, and Contractor's Proposal are available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(b) The time, manner and place for performance of such services shall be:

Term: The initial term of this Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date") and continue for a period of three (3) years ("Initial Term").

Renewals: Upon written agreement of the Parties, this Contract may be renewed for two (2) additional two-year terms, upon review and approval of the City Manager and budget appropriation.

Manner and Place: The work shall be performed in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a Notice to Proceed and a written Purchase Order issued by the City and executed by the City Manager. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in Exhibit "1," attached hereto, in an amount not to exceed the appropriated budget. All payments shall be governed by the Local Government Prompt Payment Act set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The Community Development Director, Tim Burman, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

4. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

6. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

10. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

11. Insurance. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other

insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements											
	Insurance	Standards	Additional Requirements								
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	Contracts over \$20 million To Be Determined by the City.		☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
<u>Contract Amount</u>	<u>Limits</u>										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million To Be Determined by the City.											
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.								
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Bodily Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate									
Additional Insurance Requirements											

☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☒	Professional Liability/Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$100,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods.		

12. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature

for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. Additional Bond Security. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractor's expense.

19. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

20. Liability for Loss or Damage.

(a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

21. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

23. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

24. Controlling Law. THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

25. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

26. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

27. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Tim Burman, Community Development Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5615

Contractor: _____
Attention: _____

() - - Telephone
@ .com

Notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

28. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall

be formed between Contractor and the City until the City signs this Agreement.

29. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

By: _____

Printed Name: _____

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Printed Name: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 2022, by _____, as _____ of _____, a _____ corporation. He/She is _____ personally known or _____ produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Wayne Clark, City Manager

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2022, by Wayne Clark, as City Manager of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is personally known or produced _____ as identification.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

By: _____
Robin L. Fenwick, MMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 2022, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is personally known or produced _____ as identification.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



End of Solicitation Documents



NOTICE OF INTENT TO AWARD

RFP #22-12

Building Inspection and Plan Review Services

July 18, 2022

On June 28, 2022 Purchasing received four (4) proposals for RFP #22-12 Building Inspection and Plan Review Services.

After review of the responses, City Staff has made a recommendation to award to the following firms:

**Universal Engineering Sciences
ECS Florida, LLC**

Respectfully Submitted,

Jennifer Cox
Purchasing Agent

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes or failure to post the bond or other security required by law within the time allowed, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes." The 72 hour posting requirement will elapse on July 21, 2022 at 9:00 a.m. E.S.T.



Evaluation Ranking Summary

Date: July 18, 2022

RFP #22-12 Building Inspection and Plan Review Services

Firm Name	Total Score (Maximum 300)
Universal Engineering Sciences	292
ECS Florida, LLC	248
Bureau Veritas North America, Inc.	239
Willdan Engineering	234

Comments

On July 15, 2022 a Proposal Evaluation Committee scored proposals received from the 4 firms listed above. The committee agreed by consensus to recommend for award the following firms: Universal Engineering Sciences and ECS Florida, LLC

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes." The 72 hour posting requirement will elapse on July 21, 2022 at 9:00 a.m. E.S.T.



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5740
purchdiv@port-orange.org

ADDENDUM NO. # 1

June 6, 2022

RFP 22-12 Building Inspection and Plan Review Services

To All Bidders:

The following changes, clarifications and additions are hereby made part of the RFP for the above referenced project dated June 2, 2022 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of the Bidder to confirm that all addenda have been received prior to submitting a bid and acknowledge such in the Bidder's submitted RFP documents.

A. CHANGES TO SPECIFICATIONS:

1. Page 35 – the following is hereby added:

TAB E – PROPOSED FEES AS COMPLETED ON ATTACHMENT 1 – SERVICES COSTS/FEES PROPOSAL

Proposer's must complete Attachment 1 - Schedule of Unit Pricing and include in Tab E.

Services Costs/Fees Criterion will not be evaluated by the Proposal Evaluation Committee. It will be scored by the Purchasing Agent as follows: The firm submitting the lowest total cost shall receive the maximum number of points for this criterion. All other respondents will receive points base on the following formula:

$$(N/X)*C=Z, \text{ where: } \begin{array}{ll} N = \text{Lowest total cost submitted} & X = \text{Respondent's total cost} \\ C = \text{Total number of available points} & Z = \text{Points Awarded} \end{array}$$

2. Page 37 of the RFP document, the title **PROPOSED FEES AS COMPLETED ON ATTACHMENT 1 - SERVICES COST/FEES PROPOSAL** is hereby changed to read: **TAB E. PROPOSED FEES AS COMPLETED ON ATTACHMENT 1 – SERVICES COSTS/FEES PROPOSAL**

B. CLARIFICATIONS

C. QUESTIONS AND ANSWERS:

Jen Cox, Purchasing Agent
jcox@port-orange.org

In all other respects, except as specifically stated herein, the subject RFP #22-12 Building Inspection and Plan Review Services remains unchanged.

END OF ADDENDUM NO. #1



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/6/2022

SUBJECT: (B8a) Approval of Statement of Work (SOW) #4 for Workday Lean On Services with Collaborative Solutions, LLC

DEPARTMENT: Administrative Services

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Statement of Work (SOW) #4 for Workday Lean On Services with Collaborative Solutions, LLC.

SUMMARY: Statement of Work (SOW) #4 with Collaborative Solutions, LLC will extend the 12/18/18 Master Services Agreement for Workday On-Demand services support for up to 213 hours (Max of \$38,355) to be used by IT, HR, and Finance. Funding is available for this work under contractual services. The SOW is compensated on a time and materials basis.

PRESENTER: Melonie Donnally

ATTACHMENTS:

1.	Collaborative Statement of Work (SOW) # 4 - Lean-on Services Renewal	SOW 4 Lean on Renewal 22-23.pdf
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Melonie Donnally	Created/Initiated - 8/8/2022
Jill Poolman	Approved - 8/8/2022
John McKinney	Approved - 8/8/2022
Matthew Jones	Approved - 8/24/2022
Wayne Clark	Approved - 8/24/2022
Robin Fenwick	Final Approval - 8/24/2022

Prepared For:
City of Port Orange

Statement of Work No. 4

Workday Lean-On Services Support



**COLLABORATIVE
SOLUTIONS**
A Cognizant Company

Preparation Date: August 22, 2022

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**STATEMENT OF WORK NO. 4
FOR
WORKDAY LEAN-ON SERVICES SUPPORT**

This Statement of Work No. 4 (“SOW”) is made effective on the 6th day of September 2022 (the “SOW Effective Date”) by and between City of Port Orange (“Client” or the “City”), having its principal place of business at 1000 City Center Circle, Port Orange, FL 32129 and Collaborative Solutions, LLC, a limited liability company (“CSLLC”), having its principal place of business at 11190 Sunrise Valley Drive, Suite 110, Reston, VA 20191 for Services scheduled to begin on September 6, 2022 (“Start Date”) and expected to end on September 30, 2023.

This SOW, together with the Agreement, sets out the terms pursuant to which CSLLC will provide certain Services, as further described below. This SOW extends the term of the Master Services Agreement between CSLLC and Client dated December 18, 2018 (the “Agreement”) until September 30, 2023 to expire the same date as this SOW. This SOW is being entered into in connection with and subject to the terms and conditions contained in the Agreement. All capitalized terms used herein that are not otherwise defined shall have the same meaning as ascribed to such terms in the Agreement.

1.0 Scope of Work (“Scope”)

1.1 Functionality Scope: Workday On-Demand Services Support

CSLLC will provide support or advisory Services for both planned and unplanned tasks, such as the representative activities listed in the table below, on behalf of the Client and covering the generally available Workday functionality license.

Activity	Functionality Scope/Support Activity Detail
Workday Support and Troubleshooting	Assistance with support activities may include, but is not limited to, troubleshooting issues, guidance and other day-to-day activities including assisting the team with support requests.
New Functionality Review	CSLLC reviews new features and functions not yet implemented. CSLLC assists with new functionality reviews, which may include, but are not limited to, support and guidance for making decisions regarding the implementation of new functionality, such as employee/manager self-service, benefits, performance and absence management. CSLLC can also provide sample testing scenarios, if available, or can help support Client in creating new sample test scenarios on an as-requested basis.
Reporting and Integrations	Based on Client requirements, CSLLC may provide technical support including integrations, custom reporting, and business form layouts via the Business Intelligence Reporting Tools (BIRT) framework. Integration assistance may include the configuration and supports the testing of Workday packaged integrations and the development of Client integrations.
Workday Solution Optimization	CSLLC is able to help improve the utilization of Client’s Workday solution, as well as the Client’s experience. Such optimization may include, but is not limited to, updating business processes, revising

Activity	Functionality Scope/Support Activity Detail
	organization structures, or modifying rules for security, business process, and organization for the full Workday platform.
Knowledge Transfer	As agreed to by Client and CSLLC, CSLLC on-demand support may include knowledge transfer pertaining to the resolution of an issue and providing insight on how Client may troubleshoot similar issues in the future and advisory support services including guidance on new feature sets, impact considerations, and solution guidance.
Organizational Change & Training Post-Production Services	CSLLC offers in-production Workday customers Services related to Organizational Change Management, Communications, and Training. If requested, this can be a part of the Lean-On Service.

1.2 Project Associate

Client will be assigned a CSLLC Project Associate (CSLLC PA). The CSLLC PA will collaborate with Client to provide the following:

- Project Management Activities: manage tickets, projects, and workstreams
- Financials and Status Reporting: mutually agreed upon meeting cadence to discuss current work, upcoming priorities, issues, risks, and financials
- Resource Planning: managing current resource forecasts and upcoming resource needs
- Contact for issue resolution and escalation

2.0 Support Process

2.1 Ticketing System

Client's primary contacts will submit all service requests via CSLLC's ticketing system, which will enable involvement by CSLLC support. CSLLC shall respond with proposed resources to complete discovery, level of effort estimate, and estimated dates to commence and complete the requested Services. If Client approves such proposed Services, CSLLC will commence delivering the Services.

Requests will be managed depending upon the type as outlined below.

2.2 Issue Resolution Support for Existing Configuration: As issue requests are received, CSLLC will:

- Provide Tier Zero (0), Tier One (1) & Two (2) support, which will be provided by CSLLC's Global Delivery Center (GDC) located in India and Manila, Philippines. Tier Three (3) and Tier Four (4) support will be provided either regionally in Europe, the Middle East and Africa (EMEA), North America, and Asia-Pacific (APAC) or by CSLLC's GDC located in India and Manila, Philippines on an as needed basis. Appendix A provides details on the tier support levels.
- Acknowledge the request within twenty-four (24) hours of the Client's normal business hours. Definition of normal business hours will be mutually agreed upon between the Client and the CSLLC Project Associate ("CSLLC PA"). If Severity One (1) emergency assistance is needed, Client will log a case with Workday. Examples of emergency assistance include a system down issue or business critical function such as payroll not processing correctly. In non-emergency cases where urgent assistance is required, Client will submit a request via the ticketing system indicating the nature of the urgent request and contact the CSLLC PA. The CSLLC PA will work with Client to outline a plan of action to address the urgent issue in a

timely manner. This may involve after hours support for Tier Three (3) or Tier Four (4) support, if mutually agreed upon between both parties. Support ticket requests initiated outside of standard hours of operation (i.e., Saturday and Sunday) will receive an initial response when the window of standard hours of operation becomes available.

- c. Request details on the configuration impacted, if not already provided.
- d. Within forty-eight (48) hours of standard issue requests, determine a plan of action to support resolution of the issue.
- e. Review configuration changes required with Client and request Client's approval to apply fix.
- f. If Client submits a request for assistance outside of the CSLLC ticketing system via any communication mechanism such as email, voice mail, text, or instant message, CSLLC is not subject to standard response times.

2.3 New Configuration Enhancement Requests: As new modification requests are received, CSLLC will:

- a. Receive the modification request in the ticketing system.
- b. Gather information on the requirements and systems involved.
- c. Estimate the Scope of effort.
- d. Request approval from Client, through ticketing system, to begin work via the ticket.
 - If level of effort is expected to exhaust available hours or is estimated to take more than forty (40) hours, a separate Change Order or SOW may be prepared.
 - The CSLLC PA will request resource(s) upon signature of the Change Order and can take up to ten (10) business days from date of signature. Schedule the work with Client as determined between Client's Project Manager and the CSLLC PA.
- e. Complete configuration and unit testing.
- f. Provide the change for user acceptance testing in Client's sandbox or implementation tenant. CSLLC can assist with providing testing guidance, if requested.

3.0 Services and Responsibilities

This section identifies the Services to be performed by CSLLC and the Client.

Stage	CSLLC Services	Client Responsibilities
Support Services	- Manage the work plan for support requests as identified in Section 1.1 - Update the Client roadmap for planned support needs - Participate in project status meeting in a time agreed upon by CSLLC PA and Client - Conduct weekly workstream meetings between CSLLC functional/technical consultants and Client Subject Matter Experts ("SMEs"), on an as-needed basis	- Manage the Tenant Management Strategy - Inform CSLLC of changes to the Tenant Management Strategy - Inform CSLLC of tenant refreshes two (2) weeks prior to scheduled date - Provide input to the work plan - Provide input into the Client roadmap - Participate in weekly project and workstream meetings - Provide SMEs for support requests

Stage	CSLLC Services	Client Responsibilities
	- Provide knowledge transfer documents, on an as-requested basis - Prepare, reconcile, and provide financial summaries to the Client - Support Client's project manager with issue resolution, and additional resourcing requests for unplanned needs - Provide engagement artifacts - Providing guidance in developing high level deployment plan(s), as requested - Provide sign-off documents, as required for support requests	- Provide requirements for any support request - Review and sign off on initial functional or technical design changes - Define and document test plan and test scenarios (end-to-end, user acceptance, and regression) - Create/Maintain defect tracking log - Execution of all test scenarios (end-to-end, user acceptance and regression) - Manage and sign off on all test results (end-to-end, user acceptance and regression) - Conduct sandbox and production migrations of configuration, unless requested in writing in advance per Section 2.2 - Conduct change management - Sign off on any support request

4.0 Schedule

Timeline	CSLLC Services
Estimated Start Date	September 6, 2022
Estimated End Date	September 30, 2023

5.0 Assumptions & Dependencies

The Services, Labor Estimates, and Project Pricing presented in this SOW are dependent on the following assumptions being true:

- Client timely completes each item listed as a Client Responsibility in Section 3.0.
- The Client will provide applicable SMEs in Client's business processes, functional leads, and technical lead resources with whom to collaborate during the engagement.
- The Client will have the necessary project and executive management support to review and make timely decisions as well as coordinate the activities of this project with other Client projects which may be occurring simultaneously.
- Services will be provided during the normal business hours agreed upon between the Client and CSLLC PA and will be as closely aligned to the Client's time zone as possible. Off hours support can be provided and pre-scheduled in advance.
- CSLLC resources will provide their own laptops.
- Unless otherwise agreed by CSLLC's internal security organization, the Client shall use CSLLC's secure transfer site for the secure exchange of sensitive employee data with the CSLLC support personnel. Client will agree to limit use for data conversion or production support purposes only for the

duration of the activities required. CSLLC will inactivate the secure transfer site within thirty (30) days after the support activities are completed. Client will not use CSLLC's site for the transmission of any integration files for third-party vendors. To the extent applicable to the Services, CSLLC will reasonably work with the Client to assist Client with Client's compliance obligations under Florida Public Records Law. In the event CSLLC utilizes its internal "Daytona" tool for data conversion ("Daytona"), Daytona and all of its components must be installed on the CSLLC secure cloud server and utilized solely within CSLLC's secure transfer site. Further, Daytona IP addresses must be added to the tenant whitelist. Daytona uses its own implementer account that must be excluded from multi-factor authentication.

- g. If needed, CSLLC can provide Client access to its SharePoint site to maintain non-sensitive project artifact data for project or engagement support activities only. The CSLLC PA will provide access to assigned project team members employed by CSLLC.
- h. If a data migration requires iLoad support by CSLLC, Client agrees that a tenant lockout will be performed.
- i. Client will provide CSLLC consultants with implementer access in Production, Sandbox, and Implementation tenants in a timely manner. Any Client delays will impact issue resolution times as identified in Section 2.2.
- j. Client will be responsible for testing and any move-to-production activities, which shall include configuration, business processes, data, reports and integrations. Client will provide written acceptance of test results to CSLLC prior to any move-to-production.
- k. In the event CSLLC is required to assist Client with move-to-production activities, Client will provide written approval if CSLLC's assistance is required during Client's move-to-production activities. Upon completion of move-to-production activities, Client will verify production results and shall be solely responsible for production accuracy. Client shall provide written acceptance to CSLLC after such move-to-production activities have been completed.

6.0 Term and Termination

- a. This SOW shall commence on the Start Date identified above and shall continue through September 30, 2023 (the "Term"), unless terminated sooner pursuant to the Agreement.
- b. This SOW may also be terminated by providing CSLLC thirty (30) days written notice.

7.0 Pricing

- a. CSLLC will invoice and Client shall compensate CSLLC on a Time and Materials Basis ("T&M Basis") based upon the hourly rates set forth in the table below for Services rendered and expenses incurred on a monthly basis. The total fees estimate below is for budget purposes only and not an agreement to pay the total amount. The Client will only pay for its actual usage consistent with this

SOW. Invoices will be paid subject to the terms and conditions of the Agreement. Total estimated cost of the engagement is listed in the table below:

CSLLC T&M Basis	Hourly Rate	Hours	Total Cost
Project Associate	\$160	45	\$7,200
CVS Consultant	\$220	123	\$27,060
CVS Consultant - Global	\$91	45	\$4,095
Total		213	\$38,355
Estimated Expenses			\$0
Grand Total			\$38,355

- b. The total fees payable pursuant to this SOW, including all costs and disbursements, shall not exceed the sum of thirty-eight thousand three hundred fifty-five United States Dollars ("USD") (\$38,355.00 USD) (the "NTE Amount"). If at any time CSLLC anticipates that the fees will exceed this amount, CSLLC will notify Client in writing. In such event, CSLLC and Client agree to meet and confer in good faith to reasonably: (a) adjust the Scope, approach, resources, or timeline through a Change Order; (b) amend the cost under this SOW through a Change Order; or (c) enter into a new SOW to complete the work under the Agreement. In the event the foregoing process and good faith negotiations do not result in an agreed upon Change Order or new SOW, CSLLC may suspend the Services once the estimated total amount is reached. The Client will not be responsible for any amounts above the NTE Amount unless expressly authorized in writing and approved by the City Council and/or City Manager. Work will resume once a mutually accepted Change Order or new SOW has been executed by the parties in writing.
- c. Any disputes on an invoice from the City, the disputed amount will be moved to the next billing cycle until the issue is resolved. The remainder of the bill will be paid by the City in a timely manner in accordance with the Agreement.
- d. CSLLC will assign Client to a team support model comprised of CSLLC cross-functional and technical consultants with a built-in redundancy/backup. The team will support the areas outlined in this SOW.
- e. Any Services provided beyond the Scope of this SOW must be approved by Client pursuant to a Change Order.
- f. Any and all fees associated with Client's e-invoicing, portal, or payment solution will be the responsibility of Client. CSLLC will provide all necessary documents or invoices to confirm the fees, if such fees are incurred.
- g. Invoices will be emailed to the following address(es): apbilling@port-orange.org; ltruitt@port-orange.org.

Any other mailed correspondence will be delivered as follows:

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
Attention: Wayne Clark, City Manager
wclark@port-orange.org

And copy to:

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
Attention: Matthew J. Jones, City Attorney
MJones@port-orange.org

h. A new PO# will be required and assigned after SOW signature.

8.0 Expenses

It is expected Services will be provided on a remote basis. Any travel related to the performance of this SOW will be mutually agreed upon by the parties in writing.

9.0 Signatures

IN WITNESS WHEREOF, the parties have duly executed this SOW by their respective authorized representatives as of the SOW Effective Date.

Collaborative Solutions, LLC

City of Port Orange

Authorized Signature

Authorized Signature

Name

Name

Job Title

Job Title

Date

Date

Appendix A – Support Levels and Location

Tier Requests/Examples			
Tier	Group Responsible	Definition	Examples
0	Global Delivery Center (GDC)	Ticket Monitoring	- Ticket Intake Monitoring - Ticket Triaging
1 - 2	Global Delivery Center (GDC)	How-To's Transactions	- How to Reassign a Task - How to Create a Settlement Run - How to Print Checks - Enterprise Interface Builder (EIB) Loads - Create/update/inactivate project/cost center/worktag/etc. - Running Integrations - Integration issue investigation
3	Global Squad	Advanced Requests	- Change to Business Process (BP) configuration, alerts, routing, roles - New configuration/Configuration changes - Update of existing integration for additional use cases - Annual Event support
4	Global Squad	Scope and/or Financial Impact	- Scoping forty or more (40+) hour Client requests - Level of Effort requests - SOW requests - Demos 

Note: The location of support using CSLLC's GDC or Global Squad will be determined by the level of complexity of the issue based upon the assessment of the CSLLC consultant in charge of triaging and servicing the ticket regardless of Tier Level.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/6/2022

SUBJECT: (B8b) Approval of Statement of Work (SOW) #5 for Workday Staff Augmentation with Collaborative Solutions, LLC

DEPARTMENT: Administrative Services

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Statement of Work (SOW) #5 Workday Staff Augmentation with Collaborative Solutions.

SUMMARY: Statement of Work SOW #5 with Collaborative Solutions, LLC will assist HR with Open Enrollment setup and processing for up to 267 hours (Max of \$57,720). Funding is available for this work under contractual services. The SOW is compensated on a time and materials basis.

PRESENTER: Melonie Donnally

ATTACHMENTS:

1.	Collaborative Statement of Work (SOW) # 5 - Open Enrollment Staff Augmentation	SOW 5 Staff Aug.pdf
----	--	---------------------

Robin Fenwick	Created/Initiated - 8/19/2022
Melonie Donnally	Approved - 8/19/2022
John McKinney	Approved - 8/19/2022
Matthew Jones	Approved - 8/24/2022
Wayne Clark	Approved - 8/24/2022
Robin Fenwick	Final Approval - 8/24/2022

Prepared For:
City of Port Orange

Statement of Work No. 5

Workday Staff Augmentation



**COLLABORATIVE
SOLUTIONS**
A Cognizant Company

Preparation Date: August 18, 2022

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**STATEMENT OF WORK NO. 5
FOR
WORKDAY STAFF AUGMENTATION**

This Statement of Work No. 5 (“SOW”) is made effective on the 6th day of September 2022 (the “SOW Effective Date”) by and between City of Port Orange (“Client” or “City”), having its principal place of business at 1000 City Center Circle, Port Orange, FL 32129 and Collaborative Solutions, LLC, a limited liability company (“CSLLC”), having its principal place of business at 11190 Sunrise Valley Drive, Suite 110, Reston, VA 20191 for Services scheduled to begin on September 6, 2022 (“Start Date”) and expected to end on January 31, 2023.

This SOW, together with the Agreement, sets out the terms pursuant to which CSLLC will provide certain Services, as further described below. This SOW extends the term of the Master Services Agreement between CSLLC and Client dated December 18, 2018 (the “Agreement”) until January 31, 2023 to expire the same date as this SOW. This SOW is being entered into in connection with and subject to the terms and conditions contained in the Agreement. All capitalized terms used herein that are not otherwise defined shall have the same meaning as ascribed to such terms in the Agreement.

1.0 Scope of Work: (“Scope”)

1.1 Functionality Scope: Workday Staff Augmentation

CSLLC will provide up to two hundred sixty-seven (267) hours to provide Workday Staff Augmentation. CSLLC Consultant(s) may assist the Client’s team with the following activities:

- Supporting Current day-to-day operations including planned and unplanned issues
- In Scope modules to support, in order of priority include:
 - Benefits – a CSLLC Resource is needed to deploy Open Enrollment

Client’s primary contacts will determine a pre-defined schedule of support needs in coordination with the CSLLC Project Associate (“CSLLC PA”). Once agreed upon, Client will engage identified CSLLC resources directly and will work under the direction of the Client. If the agreed upon timeline or expected support requires adjustment by the Client, CSLLC will review availability of resources and will provide notice to Client if an alternative resource will be required.

CSLLC will provide the following Services for Client’s Open Enrollment Launch scheduled for November 1, 2022:

- Assistance with deploying Open Enrollment
- Assistance with Knowledge Transfer

Issue Resolution Support for Existing Configuration: As issue requests are received, CSLLC will:

- a. Acknowledge the request.
- b. Request details on the configuration impacted, if not already provided.
- c. Determine a plan of action to resolve the issue.
- d. Review configuration changes required with Client and request Client’s approval to apply fix.

New Configuration Enhancement Requests: As new modification requests are received, CSLLC will:

- a. Gather information on the requirements and systems involved.
- b. Estimate the Scope of effort.
- c. Schedule the work with Client as determined between Client's Project Manager and the CSLLC PA.
- d. Complete configuration and unit testing.
- e. Provide the change for user acceptance testing in Client's sandbox or implementation tenant. CSLLC will assist with testing activities, if requested.

If additional support and/or resources are needed outside of the Scope, Client will contact the CSLLC PA.

2.0 Assumptions & Dependencies

The Services, Labor Estimates, and Project Pricing presented in this SOW are dependent on the following assumptions being true:

- a. Client will provide applicable Subject Matter Experts, functional leads, and technical leads with whom to collaborate during the performance of Services. Resources will be empowered and capable of making decisions on behalf of the Client unless City Council or Manager approval is required for the issue.
- b. Unless otherwise agreed by CSLLC's internal security organization, the Client shall use CSLLC's secure transfer site for the secure exchange of sensitive employee data with the CSLLC support personnel. Client will agree to limit use for data conversion or production support purposes only for the duration of the activities required. CSLLC will inactivate the secure transfer site within thirty (30) days after the support activities are completed. Client will not use CSLLC's site for the transmission of any integration files for third-party vendors. To the extent applicable to the Services, CSLLC will reasonably work with the Client to assist Client with Client's compliance obligations under Florida Public Records Law. In the event CSLLC utilizes its internal "Daytona" tool for data conversion ("Daytona"), Daytona and all of its components must be installed on the CSLLC secure cloud server and utilized solely within CSLLC's secure transfer site. Further, Daytona IP addresses must be added to the tenant whitelist. Daytona uses its own implementer account that must be excluded from multi-factor authentication.
- c. Client will provide a central repository to maintain non-sensitive project artifact data. Access will be provided to assigned project team members including CSLLC's resources. If Client cannot provide access to a central repository, CSLLC can provide access to its SharePoint solution.
- d. Client will have the necessary project and executive management support to review and make timely decisions as well as coordinate the activities of this project with other Client projects which may be occurring simultaneously.
- e. CSLLC provides a full Workday service offering. Any Services (e.g., change management, training, etc.) outside of that which is described in this SOW will be provided through a separate SOW.
- f. CSLLC will identify the CSLLC project team within two (2) weeks following execution of this SOW by both parties.
- g. Services will be provided during the normal business hours agreed upon between the Client and CSLLC PA and will be as closely aligned to the Client's time zone as possible. Off-hours support can be provided and pre-scheduled in advance.
- h. Requests for service under the SOW are provided with lead time for assignment to CSLLC resource(s) and not time sensitive in nature.

- i. CSLLC consultants will have security rights and passwords where required in order to provide support.
- j. CSLLC resources will provide their own laptops.
- k. Client will lead the coordination with any Client's third-party vendor involvement required to complete the Services. Client understands that some of their third-party vendors may charge fees for the completion of Services and such fees are the sole responsibility of Client. Client will only be responsible for the fees if in writing approved by the City Council or Manager.
- l. Client will be responsible for testing and any move-to-production activities, which shall include configuration, business processes, data, reports and integrations. Client will provide written acceptance of test results to CSLLC prior to any move-to-production.
- m. In the event CSLLC is required to assist Client with move-to-production activities, Client will provide written approval if CSLLC's assistance is required during Client's move-to-production activities. Upon completion of move-to-production activities, Client will verify production results and shall be solely responsible for production accuracy. Client shall provide written acceptance to CSLLC after such move-to-production activities have been completed.

3.0 Term and Termination

- a. This SOW shall commence on the Start Date identified above and shall continue through January 31, 2023 (the "Term"), unless terminated sooner pursuant to the Agreement.
- b. This SOW may also be terminated by providing CSLLC thirty (30) days' prior written notice.

4.0 Pricing

- a. CSLLC will invoice and Client shall compensate CSLLC on a Time and Materials Basis ("T&M Basis") based on the hourly rates set forth in the table below for Services rendered and expenses incurred on a monthly basis. Invoices will be paid subject to the terms and conditions of the Agreement. Total estimated cost of the engagement is listed in the table below:

CSLLC T&M Basis	Hourly Rate	Hours	Total Cost
Project Associate	\$160	17	\$2,720
Benefits Consultant	\$220	250	\$55,000
Total		267	\$57,720
Estimated Expenses			\$0
Grand Total			<u>\$57,720</u>

Note: The CSLLC PA maintains the Workday Client scorecard and supports Client with developing estimates, planning work, and ensuring issue resolution.

- b. It is estimated that the Client will be billed the hours set forth in the Weekly Staffing Chart below or less, by resource. The Client will be billed the actual hours worked by that resource in that week at the hourly rate listed in the Pricing schedule identified above. The CSLLC PA will notify the Client in advance when actual hours per week exceed the estimate below. The total fees and hours estimate above and below are for budget purposes only and not an agreement to pay the total amount. The Client will only pay for its actual usage consistent with this SOW.

Weekly Staffing Chart		September 6, 2022	September 13, 2022	September 20, 2022	September 27, 2022	October 4, 2022	October 11, 2022	October 18, 2022	October 25, 2022	November 1, 2022	November 8, 2022	November 15, 2022	November 22, 2022	November 29, 2022	December 6, 2022	December 13, 2022	December 20, 2022	December 27, 2022	January 3, 2023	January 10, 2023	January 17, 2023	January 24, 2023	January 31, 2023
Resources	Total Hours																						
Project Associate	17	1	1	1	1	1	1	1	1	1	1	1	1	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
Benefits Consultant	250	15	15	15	15	15	15	15	15	15	15	15	15	10	10	10	10	10	5	5	5	3	2
Total Estimated Hours	267	16	16	16	16	16	16	16	16	16	16	16	16	10.5	10.5	10.5	10.5	10.5	5.5	5.5	5.5	3.5	2.5

- c. Any and all fees associated with Client's e-invoicing, portal, or payment solution will be the responsibility of Client. CSLLC will provide all necessary documents or invoices to confirm the fees, if such fees are incurred.
- d. The total fees payable pursuant to this SOW, including all costs and disbursements, shall not exceed the sum of fifty-seven thousand seven hundred twenty United States Dollars ("USD") (\$57,720.00 USD) (the "NTE Amount"). If at anytime CSLLC anticipates that the fees will exceed this amount, CSLLC will notify the Client in writing. In such event CSLLC and Client agree to meet and confer in good faith to reasonably: (a) adjust the Scope, approach, resources, or timeline through a Change Order; (b) amend the cost under this SOW through a Change Order; or (c) enter into a new SOW to complete the work under the Agreement. In the event the foregoing process and good faith negotiations do not result in an agreed upon Change Order or new SOW, CSLLC may suspend the Services once the estimated total is reached. The client will not be responsible for any amounts above the NTE Amount unless expressly authorized in writing and approved by the City Council and/or City Manager. Work will resume once a mutually accepted Change Order or new SOW has been executed by the parties in writing
- e. Any disputes on an invoice from the City, the disputed amount will be moved to the next billing cycle until the issues are resolved. The remainder of the bill will be paid by the City in a timely manner in accordance with the Agreement.
- f. Any Services provided beyond the Scope of this SOW must be approved by Client pursuant to a Change Order.
- g. Invoices will be emailed to the following addresses: apbilling@port-orange.org; ltruitt@port-orange.org. Any other mailed correspondence will be delivered as follows below:

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
Attention: Wayne Clark, City Manager
wclark@port-orange.org

And copy to:

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
Attention: Matthew J. Jones, City Attorney
MJones@port-orange.org

- h. CSLLC will partner with Client and will provide weekly hours utilization.
- i. A new PO# will be required and assigned after SOW signature.

5.0 Expenses

It is expected Services will be provided on a remote basis. Any travel related to the performance of this SOW will be mutually agreed upon by the parties in writing.

6.0 Signatures

IN WITNESS WHEREOF, the parties have duly executed this SOW by their respective authorized representatives as of the SOW Effective Date.

Collaborative Solutions, LLC

City of Port Orange

Authorized Signature

Authorized Signature

Name

Name

Job Title

Job Title

Date

Date



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/6/2022

SUBJECT: (B9) Resolution No. 22-4 - Approving the grant agreement and accepting the award in the amount of \$383,834 from the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) for Program Year 2020 (PY20).

DEPARTMENT: Finance

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Resolution No. 22-4 accepting \$383,834 grant funding and approving the grant agreement between the City of Port Orange and the U.S. Department of Housing and Urban Development; and authorize the Mayor and City Clerk to execute all necessary documents.

SUMMARY: The City of Port Orange has been awarded a grant in the amount of \$383,834.00 from the U.S. Department of Housing and Urban Development Community Development Block Grant Program. This award represents Year 5, the final year of the 5-Year Consolidated Plan 2016-2020. The PY20 Annual Action Plan outlined the use of these funds for Planning and Administrative Costs (\$76,766.80) and the City Center Sidewalk Project (\$307,067.20).

The grant period is from 10/1/20 – 09/30/21. The grant period reflects the federal year of that specific funding allocation. Due to program extensions and various waivers due to Covid, the funds are available for expenditure into the next year.

PRESENTER: John McKinney

ATTACHMENTS:

1.	Resolution No. 22-4	Resolution No. 22-4.pdf
2.	Port Orange Transmittal Letter FY20 CDBG Grant	Port Orange Transmittal Letter FY20 CDBG Grant .pdf
3.	Port Orange FY20 CDBG Grant Agreement	Port Orange FY20 CDBG Grant Agreement.pdf
4.	CDBG FY20 Special Conditions	CDBG FY20 Special Conditions.pdf

Robin Fenwick

Created/Initiated - 8/15/2022

John McKinney	Approved - 8/15/2022
Matthew Jones	Approved - 8/25/2022
Wayne Clark	Approved - 8/30/2022
Robin Fenwick	Final Approval - 8/30/2022

RESOLUTION NO. 22-4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA;
ACCEPTANCE OF \$383,834.00 GRANT FUNDS FROM THE
U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK
GRANT; AUTHORIZING THE MAYOR AND CITY CLERK TO
EXECUTE AGREEMENTS AND CONTRACTS; PROVIDING
FOR AN EFFECTIVE DATE.

WHEREAS, the City has been approved to receive a \$383,834.00 grant from the
U.S. Department of Housing and Urban Development for PY2020 Administrative and
Planning Costs (\$76,766.80) and the City Center Sidewalk Project: (\$307,067.20) and

WHEREAS, the City Council of the City of Port Orange desires to accept the grant
funding from the U.S. Department of Housing and Urban Development.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA as follows:

Section 1. The City Council of the City of Port Orange hereby
accepts the PY20 grant funding in the amount of \$383,834.00.

Section 2. The Mayor and City Clerk shall be authorized to execute any and
all documents, agreements or contracts necessary to implement this Resolution.

Section 3. This Resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the ____ day of _____, 2022

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney



U. S. Department of Housing and Urban Development
 Jacksonville Field Office
 CPD Division, 4HD
 Charles Bennett Federal Building
 400 West Bay Street, Suite 1015
 Jacksonville, Florida 32202-4410

Mr. Wayne Clark
 City of Port Orange
 1000 City Center Circle
 Port Orange, FL 32129

Dear City Manager Clark:

SUBJECT: FY20 CDBG Grant Agreement.

The Jacksonville Florida Field Office would like to thank you for your continued partnership in providing quality affordable housing, a suitable living environment, and expanding economic opportunities for low-and moderate-income persons through HUD programs. Enclosed is the Grant Agreement for the following program:

Community Development Block Grant Program (CDBG)	\$383,834
--	-----------

Transmittal of these Grant Agreement does not constitute approval of the activities described in your Consolidated Plan. You are reminded that you, as grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. An executed Grant Agreement is a legally binding agreement between the Department of Housing and Urban Development and the city of Port Orange

To establish a Line of Credit for Fiscal Year 2020 grant/s, it will be necessary for your agency to sign, execute and return one (1) copy of the Grant Agreement. If there is a need to add or remove individuals authorized to access the Integrated Disbursement Information System (IDIS), please submit an IDIS Online Access Request Form (HUD 27055). Also, please ensure the IDIS Online Access Request Form is notarized and returned to this office with your Grant Agreement. Additionally, if there is a need to establish or change the depository account where these funds are to be wired, a Direct Deposit Sign-Up form (SF-1199A) must be completed by your financial institution and returned to this office with a copy of a voided check.

Please note the special condition in your CDBG Funding Approval/Agreement.

You are reminded that certain activities are subject to the provisions of 24 CFR Part 58 (**Environmental Review Procedures**). Funds for such activities may not be obligated or expended until HUD has approved the release of funds in writing. A request for release of funds (RROF) must be accompanied by an environmental certification, and until the RROF is approved and notification is received, no HUD funds should be committed. If the project or activity is exempt per 24 CFR 58.34 or categorically excluded (except in extraordinary circumstances), no RROF is required.

HUD's mission is to increase homeownership, support community development and increase access to affordable housing free from discrimination.

www.hud.gov

espanol.hud.gov

Please execute two (2) copies of the CDBG Funding Approval/Agreement with electronic signature. In response to COVID-19, HUD authorizes you to electronically execute the grant agreement with your electronic signature. Return one (1) of each of the agreement to this office to the attention of Lisa A. Johnson, Acting Director, Community Planning and Development. Please ensure the Chief Elected Official and/or authorized designee electronically signs the CDBG grant agreement in the box directly across from the HUD CPD Director's signature. The CDBG Funding Approval/Agreement should **not** be electronically signed in box 12c. Maintain a copy of each of the agreement/s with your original signature/s on site in your program files.

For additional information and guidance on grant-based accounting, please refer to the HUD Exchange at: <https://www.hudexchange.info/manage-a-program/grant-based-accounting/>.

HUD congratulates the city of Port Orange on its grant award, and we look forward to assisting you in accomplishing your programs goals. If you have any questions or need further information of assistance, please contact your CPD Representative.

Sincerely,

DocuSigned by:
 8/24/2022
B22778810DA54AE...

Lisa A. Johnson, Acting Director
Office of Community Planning and
Development

Enclosures
FY20 CDBG Grant Agreement
FY20 CDBG Special Conditions

Funding Approval/Agreement

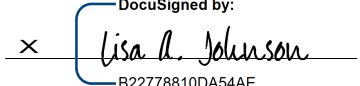
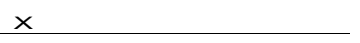
Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

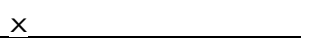
OMB Approval No. 2506-0193
exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) Port Orange	3a. Grantee's 9-digit Tax ID Number 596000412	3b. Grantee's 9-digit DUNS Number LV8Z D1LY F3H4 (UEI)
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 1000 City Center Circle Port Orange, FL 32129-	4. Date use of funds may begin 10/1/2020	Previously Approved \$383,849.00
	5a. Project/Grant No. 1 B-20-MC-12-0053	6a. Amount Approved -\$15.00 (by this action)
	5b. Project/Grant No. 2	6b. Amount Approved \$383,834.00 (Total Obligated)

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Lisa A. Johnson		Grantee Name (Contractual Organization) Port Orange (City Of Port Orange)	
Title CPD Acting Director		Title	
Signature  DocuSigned by: B22778810DA54AE...	Date (mm/dd/yyyy) 8/24/2022	Signature 	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) ☐ None ☒ Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 11/12/2021	10. check one ☐ a. Orig. Funding Approval ☒ b. Amendment Amendment Number 2
		9b. Date Grantee Notified (mm/dd/yyyy) 8/24/2022	
		9c. Date of Start of Program Year (10/01/2020)	
11. Amount of Community Development Block Grant			
a. Funds Reserved for this Grantee	FY (2020)	FY (2019)	
b. Funds now being Approved		-\$15.00	
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency City Of Port Orange 1000 City Center Circle Port Orange, FL 32129-
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature 

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	1 5 3											
	1 7 6											
			Y					Project Number		Amount		
			Y					Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)		Date Entered LOCCS (mm/dd/yyyy)		Batch Number		Transaction Code		Entered By		Verified By		

8. Special Conditions.

- (a) The period of performance for the funding assistance specified in the Funding Approval (“Funding Assistance”) shall begin on the date specified in item 4 and shall end on September 1, 2027. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2027.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or

highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/6/2022

SUBJECT: (B10) Resolution No. 22-24 - Parks and Recreation Fees at the REC

DEPARTMENT: Parks & Recreation

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Resolution No. 22-24 and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: The Parks and Recreation Department requests approval of modifications to the fee schedule to accommodate the REC community center. New and adjusted fees are highlighted in the attached resolution.

The established REC fees are being presented as ranges. The fee for each program, class, special event, etc. at the REC will be determined based on the council's direction of a 30% cost-recovery of the program. Staff will complete a program analysis prior to setting a fee for a particular program. The attached memo outlines the fees.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Resolution No. 22-24 with exhibits	9-6 Reso No 22-24 FY22 Parks and Recreation Department Fees.pdf
2.	Department Fee Memo	Department Fee Memo.pdf
3.	FY22 Department Fees showing edits	FY22 Department Fees - Edits.doc

Peter Ferreira
Susan Lovallo
Shannon Balmer
Wayne Clark
Robin Fenwick

Created/Initiated - 8/16/2022
Approved - 8/17/2022
Approved - 8/24/2022
Approved - 8/24/2022
Final Approval - 8/24/2022

RESOLUTION NO. 22-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING REVISED FEES FOR PARKS AND RECREATION FACILITY USE, ATHLETIC PROGRAMS, SENIOR PROGRAMS, AND MISCELLANEOUS SERVICES; SUPERSEDING PRIOR RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange Recreation Department offers youth and adult athletic programs, playground programs, adult and senior programs and classes; and

WHEREAS, the City of Port Orange incurs administrative expenses to organize these programs and activities, register participants and provide supervision; and

WHEREAS, additional costs are incurred in providing uniforms, supplies, equipment, and officials for the athletic programs which are defrayed, in part, by sponsor fees and registration fees; and

WHEREAS, the City Council desires to have such costs borne by persons participating in designated programs and activities, and by team sponsors; and

WHEREAS, Chapter 50 of the Code of Ordinances, City of Port Orange, Florida, authorizes the City Council to establish by resolution fees for recreation activities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The fees, rates, and charges set forth in **Exhibits A-D**, attached hereto and incorporated herein by reference, are hereby established pursuant to the authority set forth in Chapter 50 of the Code of Ordinances.

Section 2. The City Council hereby authorizes the Parks and Recreation Director to adjust those fees within the approved range, as provided herein, based on costs incurred by the City for those particular services and programming that are affected by market conditions and supply chain issues.

Section 3. This resolution shall supersede Resolution No. 22-9 and any conflicting resolutions.

Section 4. The fees established in this resolution shall become effective October 1, 2022.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City

Clerk Adopted on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

Exhibit A**YOUTH AND ADULT PROGRAM REGISTRATION FEES**

Youth Sports	Range \$25-\$90	
Summer Rec Elem.	\$500	
Elem. Trip Package	\$175	
Teen Camp	\$600	
Camp T- Rec	Fee Set by Ormond Beach	Joint program with Ormond Beach
Registration Late Fee	\$10	

Child= person under 18 years of age by May 1
Student= person over 18 as of May 1 with valid student ID.

ADULT PROGRAMS

Adult Sports	Range \$30-\$100 PP
--------------	---------------------

PT- per team, PP- per person

SENIOR PROGRAMS

Senior Team Sport			Range \$30-\$100 PP
Senior Games	\$15	\$5 each addt'l. event	Golf fee set by CHGC
Registration fee			Team fee \$50

PT- per team, PP- per person, Senior = 50 as of December 31 of current year

SPECIAL PROGRAMS

Parade entry fee	Range \$20-\$50 (NP,NC)	Range \$45-\$100 (FP, C)
Get Fit	\$50	
Mayor's Golf Tournament Fee	Range \$65-\$100	
General Parks & Recreation Program	Range \$0-\$150	

(NP) – Non profit, (NC)- non commercial, (FP)- for profit, (C)- commercial

PARK & RECREATION PARTNERS PROGRAMS

Youth Sport (Half year program)	\$3,433 per year	
Youth Sport (Full year program)	\$6,866 per year	
Adult Center Annual Club Fee (indoors)	\$200 ½ building	\$400 whole

Exhibit B**SPONSOR FEES**

Banner sponsor	\$500 per year	\$350 renewal
Scoreboard sponsor	\$3,000 for 3 years	
Youth team sponsor	\$350 per team	
Youth league Sponsor	\$1500 per league	(min. 6 teams per league)

ATHLETIC FACILITIES

Gym (1 court) per hour	\$50	
Gym Tournament (per court)		\$600 per day
Ball Fields (1-bb or 1 soccer)		\$30 per hour
Ball Fields Tournament (per field)		\$200 per day
Light Fee per field	\$15 per hour	\$35 Tournament per day
Hard Court with lights		\$20 per hour PC
Hard Court Tournament		\$200.00 per day (per facility)
Skate Park Tournament		\$200 per day
Class	\$25 per hour	

PC = per court**ATHLETIC SERVICES**

Tournament Prep (initial chalk, lines, paper products, base painting)	\$35 Per Field Per Day
Rental Field Prep Per Field	Range \$20 - \$500
Athletic Concessionaire (food, decals, photos, etc.) BLDG	\$500 per season
Athletic Concessionaire (food, decals, photos, etc.) Cart	\$200 per season
Concession Stand (nonprofit)	\$100 per day
Temporary Fence Rental per field	\$75
Extra Uniform	Range \$10 - \$30 PP

Exhibit C**LAKESIDE CENTER**

Weekday Rate per hour	\$80 Whole	\$35 Lakeview	\$55 Community Room
Weekend Rate per hour	\$125		
Conference Rate (8:30- 5:30 weekdays only)	\$400		
Wedding Package	\$1500		
Lakeside Lawn per hour	\$17.50		
Lakeside Concession Per day	\$200 per day		
Deposit	\$100 or 50% up to \$100		

ADULT CENTER

A/C Weekday rate per hour	\$35 ½ building	\$70 Whole
A/C weekend rate per hour	\$125	
A/C Class Rental Per Hr.	\$25 ½ building	\$50 whole
Deposit	\$100	

SPECIAL EVENT FACILITIES

Amphitheater per hour	\$100	
City Center Complex per hour per section	\$50	
Riverwalk Park per hour per section	\$50	

The REC Fees**MEMBERSHIPS**

	Youth	Senior/Students	Adult
Daily Pass	\$1-\$5	\$2-\$10	\$3-\$15
Monthly Membership	\$5-15	\$10-\$20	\$15-\$25
Annual Membership	\$45-\$60	\$55-\$70	\$65-\$80
New Card Fee	\$2		

Age at time of purchase: Youth= age 2-17, Adult= age 18-54, Senior= age 55+

Student requires valid college ID

Children under 2 are free

RENTALS

	Hourly
Mini-Gym (Whole)	\$45-\$60
Mini-Gym (1/2)	\$25-\$40
Court 1	\$55-\$70
Courts 2 & 3	\$95-\$110
Game Room	\$25-\$40
Teen Lounge	\$15-\$30
Multi-Purpose Room	\$15-\$30

Exhibit C cont'd**CLASSES (Instructor Hourly Rental Rate)**

Large Class (10 people +)	\$25
Small Class (<10 people)	\$15

ADDITIONAL FEES

Services Supplied by the City	Fee
Locker padlock - Purchase	\$5
Merchandise (shirts, stickers, drinkware, etc.)	\$1-\$50
Deposit	50%

ADDITIONAL VENUES

Picnic Pavilion per 3 hours Sm/Lg.	\$50 Sm	\$75 Lg.
Concessionaire Fee per day (based on event)	\$25-\$500	
Exhibitor Fee per day (based on event)	\$15- \$250	

Exhibit D**ADDITIONAL FEES**

Services Supplied by the City	Fee
Electrical Fee for Pedestals	\$50.00 @
Trash Cans (Rental Includes Two)	\$2.00 @
Barricades	\$2.00 @
VIPS (volunteers in police services)	N/A
Parks, Public Works/ Public Utilities Staff	\$25.00 per hr.
Water Hook Up	\$25.00
Deposit	\$100.00
Additional Part Time staff	\$15 per hr.
Cones	\$1.00 per cone
Electronic sign board	\$65.00 per day
Alcohol Fee	\$75
Memorial Tree, Bricks and Benches	Range \$35 to \$2500

MEMORANDUM

To: Wayne Clark, City Manager
From: Susan L. Lovallo, Parks & Recreation Director
Date: August 16, 2022
Subj.: Fees

With the upcoming opening of the new community center (The REC), the Parks and Recreation Department needs to modify the fee schedule to accommodate the new facility. We have also reviewed other fees in the schedule for recommended changes. Each addition and change is detailed below. Please let me know if you have any questions or concerns.

Exhibit A

Open Gym Youth: Removed and transferred to the new REC section.

Open Gym Student: Removed and transferred to the new REC section.

Specialty Camps: Removed and transferred to the Special Programs Section – General Parks & Recreation Program

Open Gym Adult: Remove and transferred to the new REC section.

Open Gym Senior: Remove daily and annual fees. Already have a range established.

Parade Entry Fee: Clean-up.

General Parks and Recreation: Add a fee range of \$0-\$150. This fee could be charged for any Parks and Recreation sponsored program.

Exhibit B

No Changes

Exhibit C

The REC Fees – New Section. All fees associated with the new community center (The REC) will be as follows:

MEMBERSHIPS	Youth	Senior/Students	Adult
Daily Pass	\$1-\$5	\$2-\$10	\$3-\$15
Monthly Membership	\$5-15	\$10-\$20	\$15-\$25
Annual Membership	\$45-\$60	\$55-\$70	\$65-\$80
New Card Fee	\$2		

RENTALS

	Hourly
Mini-Gym (Whole)	\$45-\$60
Mini-Gym (1/2)	\$25-\$40
Court 1	\$55-\$70
Courts 2 & 3	\$95-\$110
Game Room	\$25-\$40
Teen Lounge	\$15-\$30
Multi-Purpose Room	\$15-\$30

CLASSES (Instructor Hourly Rental Rate)

Large Class (10 people +)	\$25
Small Class (<10 people)	\$15

ADDITIONAL FEES

Services Supplied by the City	Fee
Locker padlock - Purchase	\$5
Merchandise (shirts, stickers, drinkware, etc.)	\$1-\$50
Deposit	50%

Exhibit D

No Changes

Exhibit A

YOUTH AND ADULT PROGRAM REGISTRATION FEES

Youth Sports	Range \$25-\$90	
Open Gym youth	Range \$1-\$5 daily \$45-\$60 annually	
Open Gym Student	Range \$2-\$10 daily \$55-\$70 annually	
Specialty Camps	Range \$10-30 pp	
Summer Rec Elem.	\$500	
Elem. Trip Package	\$175	
Teen Camp	\$600	
Camp T- Rec	\$ Fee Set by Ormond Beach	Joint program with Ormond Beach
Registration Late Fee	\$10	

*Child= **child person** under 18 years of age by May 1*
Student= person over 18 as of May 1 with valid student ID.

ADULT PROGRAMS

Open Gym Adult	Range \$3-\$15 daily \$65-\$80 annually
Adult Sports	Range \$30-\$100 PP

PT- per team, PP- per person

SENIOR PROGRAMS

Open Gym Senior			Range \$2-\$10 daily \$55-\$70 annually
Senior Team Sport			Range \$30-\$100 PP
Senior Games Registration fee	\$15	\$5 each addtl. event	Golf fee set by CHGC Team fee \$50

PT- per team, PP- per person, Senior = 50 as of December 31 of current year

SPECIAL PROGRAMS

Parade entry fee	Range \$20-\$50 (NP, NC)	Range \$45-\$100 (FP, C)
Get Fit	\$50	
Mayor's Golf Tournament Fee	Range \$65-\$100	
General Parks & Recreation Program	Range \$0-\$150	

(NP) – Non profit, (NC)- non commercial, (FP)- for profit, (C)- commercial

PARK & RECREATION PARTNERS PROGRAMS

Youth Sport (Half year program)	\$3,433 per year	
Youth Sport (Full year program)	\$6,866 per year	
Adult Center Annual Club Fee (indoors)	\$200 ½ building	\$400 whole

Exhibit B

SPONSOR FEES

Banner sponsor	\$500 per year	\$350 renewal
Scoreboard sponsor	\$3,000 for 3 years	
Youth team sponsor	\$350 per team	
Youth league Sponsor	\$1500 per league	(min. 6 teams per league)

ATHLETIC FACILITIES

Gym (1 court) per hour	\$50	
Gym Tournament (per court)		\$600 per day
Ball Fields (1-bb or 1 soccer)		\$30 per hour
Ball Fields Tournament (per field)		\$200 per day
Light Fee per field	\$15 per hour	\$35 Tournament per day
Hard Court with lights		\$20 per hour PC
Hard Court Tournament		\$200.00 per day (per facility)
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A/C Class Rental Per Hr.	\$25 ½ building	\$50 whole
Deposit	\$100	

SPECIAL EVENT FACILITIES

Amphitheater per hour	\$100	
City Center Complex per hour per section	\$50	
Riverwalk Park per hour per section	\$50	

The REC Fees**MEMBERSHIPS**

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CLASSES (Instructor Hourly Rental Rate)

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ADDITIONAL FEES

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Merchandise (shirts, stickers, drinkware, etc.)	\$1-\$50
Deposit	50%

ADDITIONAL VENUES

Picnic Pavilion per 3 hours Sm/Lg.	\$50 Sm	\$75 Lg.
Concessionaire Fee per day (based on event)	\$25-\$500	
Exhibitor Fee per day (based on event)	\$15- \$250	

Exhibit D**ADDITIONAL FEES**

Services Supplied by the City	Fee
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Trash Cans (Rental Includes Two)	\$2.00 @
Barricades	\$2.00 @
VIPS (volunteers in police services)	N/A
Parks, Public Works/ Public Utilities Staff	\$25.00 per hr.
Water Hook Up	\$25.00
Deposit	\$100.00
Additional Part Time staff	\$15 per hr.
Cones	\$1.00 per cone
Electronic sign board	\$65.00 per day
Alcohol Fee	\$75
Memorial Tree, Bricks and Benches	Range \$35 to \$2500



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/6/2022

SUBJECT: (B11) Approval of Interlocal Agreement with Volusia County for Traffic Signal Maintenance

DEPARTMENT: Public Works

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve the Interlocal Agreement with Volusia County for Traffic Signal Maintenance and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: The City of Port Orange is responsible for the maintenance and operation of traffic control devices within its boundaries. Currently, the city is responsible for 19 traffic signals and three emergency fire department signals. Work on these devices is intermittent and does not require a full-time crew to maintain them. The devices have historically been maintained by Volusia County through an interlocal agreement to maintain the operation and maintenance of devices. The current 3-year interlocal agreement expires on September 30, 2022.

The maintenance activities include 19 traffic signals with mast arms and the Opticom system for the fire department, as well as three emergency signals at the fire stations. The cost for service is based on the county staff's time and materials cost. The terms, conditions, and payment are consistent with the previous agreements. The new agreement term is three years.

PRESENTER: Lynn Stevens

ATTACHMENTS:

1.	Interlocal Agreement for Traffic Signal Maintenance Oct 1 2022 - Sept 30 2025	Traffic Signal Interlocal Agreement Sept 2022.pdf
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Lynn Stevens	Created/Initiated - 8/3/2022
Julia Wiggins	Approved - 8/3/2022
Kelly Klausky	Approved - 8/3/2022
Ronny Buttrum	Approved - 8/3/2022
Lynn Stevens	Approved - 8/3/2022
John McKinney	Approved - 8/8/2022

Matthew Jones
Wayne Clark
Robin Fenwick

Approved - 8/19/2022
Approved - 8/24/2022
Final Approval - 8/24/2022

**COUNTY OF VOLUSIA INTERLOCAL
AGREEMENT FOR PROVISION OF MUNICIPAL
SERVICES TO THE CITY OF PORT ORANGE, FLORIDA**

THIS AGREEMENT is entered into by and between the County of Volusia, a political subdivision of the State of Florida, with administrative offices at 123 West Indiana Avenue, DeLand, Florida 32720-4613, hereinafter referred to as **COUNTY**, and the City of Port Orange, a municipal corporation duly incorporated pursuant to the laws of the State of Florida, with administrative offices at 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as **CITY**.

RECITALS

1. The COUNTY is authorized by Section 125.01(1)(p), Florida Statutes, to enter into agreements with other governmental agencies within or outside the boundaries of the county for the joint performance, or performance by one unit on behalf of the other, of any of either agency's authorized functions.
2. Public agencies (including COUNTY and CITY) are authorized by Section 163.01(14), Florida Statutes, to enter into contracts for the performance of service functions of such public agencies, but shall not be deemed to authorize the delegation of the constitutional or statutory duties of county or city officers. The parties expressly deny any intent, expressed or implied, in this Agreement to provide for a delegation by CITY of such constitutional or statutory duties to COUNTY.
3. The foregoing authorization for such agreements is granted to counties and cities for the purpose of permitting local governments to make the *most efficient use* of their powers by enabling them to cooperate with the other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities as set forth in Section 163.01(2), Florida Statutes.
4. Pursuant to Section 768.28, Florida Statutes, neither the COUNTY nor the CITY waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence, or to assume any liability for the other party's negligence.
5. The City Council of CITY, after evaluation of options for the provision to its residents of the municipal services enumerated herein, has made a legislative determination that the interests of its residents will be best served by contracting with COUNTY for provision of such services, which services will be performed by COUNTY personnel.

6. COUNTY certifies that it has qualified personnel or subcontractors to perform the services enumerated herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

PART I. GENERAL PROVISIONS

7. The foregoing representations are hereby adopted as a material part of this Agreement.

8. **PURPOSE.** The purpose of this Agreement is for the COUNTY to provide specified *municipal* services and equipment to the CITY (hereinafter, the Contract Services), at an agreed upon level of service (LOS) herein specified, in lieu of the CITY using its own personnel and equipment therefor.

9. **COUNTY DEPARTMENTS.** COUNTY shall manage the delivery of the Contract Services by allocating service task responsibilities along the organization lines of the COUNTY'S DEPARTMENTS (hereinafter, Departments). The Director of the applicable Department (or his or her designee) shall be the COUNTY'S liaison to CITY for purposes of performance, interpretation and implementation of this Agreement.

10. **MUNICIPAL SERVICES.** The Contract Services purchased by CITY herein are *municipal* level of services as described in the attached Addendum. Such Contract Services shall be provided by COUNTY resources distinct from the level of services that are funded by county-wide ad valorem and other county-wide revenues (hereinafter, "County Services"), which services COUNTY would provide irrespective of this Agreement, and which services COUNTY will continue to provide notwithstanding this Agreement. The CITY government shall pay COUNTY for the Contract Services provided for herein.

11. **NO PLEDGE OF AD VALOREM TAXES.** The parties agree that this Agreement does not constitute a general indebtedness of the CITY within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that the COUNTY shall not have the right to require or compel the exercise of ad valorem taxing power of CITY, or taxation of any real or personal property therein for payment of any monetary obligations due under the terms of this Agreement. It is further agreed that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of CITY, any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the CITY and the COUNTY.

12. **DIVISION OF MANAGEMENT RESPONSIBILITIES.** The Contract Services specified in this Agreement reflect the general managerial and policy decisions of the CITY. The CITY may identify specific tasks within the Services described in Article 21 of this Agreement to be performed by COUNTY, and the portion of the relevant budget to be allocated thereto, including, but not limited to the location, and nature of specific projects. Except as set forth below,

the COUNTY shall have the responsibility for the operational management of the provision of the actual service. It is the intent of the CITY that the CITY'S general management decisions referenced above are to be the exercise of a legislative, planning level function of the CITY, and that the CITY shall not undertake to exercise specific operational control over the provision of the Contract Services except as set forth below in this Article 12 or specifically set forth in the Addendum referenced in Article 21. Should the CITY direct or exercise operational control in fact and there be liability to third parties and/or to the COUNTY that flows therefrom, then the CITY shall have responsibility for all liability arising therefrom subject to the provisions in recital number 4 and Article 13 of this Agreement. For all other services provided by the COUNTY where specific professional standards are applicable to the performance of service tasks, the COUNTY'S designated officer in charge (OIC), or his or her designee, shall have the authority for decision making within that realm. The relevant COUNTY Department Director, or the OIC, shall be available on a regular basis to the City Manager to provide consultation and recommendations to the City Manager in his or her general management decisions as contemplated herein. The CITY shall make no claim against the COUNTY predicated upon the theory that the failure to provide services at a given time caused damages to the CITY or a third party complainant.

13. **SOVEREIGN IMMUNITY.** Each party to this Agreement expressly retains all rights, benefits and immunities of sovereign immunity that they presently enjoy under the Constitution and Statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes. Notwithstanding anything set forth in any article of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of either party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted or may be adopted by the Florida Legislature, and any liability of either party for damages shall not exceed the statutory limits of liability for tort, regardless of the number or nature of any claim which may arise, including but not limited to, a claim sounding in tort, equity, or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any party, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

14. **PERSONNEL MATTERS.** COUNTY shall allocate manpower and equipment for the performance of the Contract Services on an as needed basis. This Agreement shall not require any particular COUNTY employee to be dedicated full time to the Contract Services. All COUNTY personnel assigned to perform Contract Services shall remain subject to the COUNTY Merit System of Rules and Regulations for all purposes contemplated thereunder, including, but not limited to initial appointment and probation, training and assignment, promotions, merit and cost-of-living raises, annual leave and sick leave, and disciplinary actions. Any claim of a disciplinary nature by CITY regarding a COUNTY employee shall be referred to the Department Director, who shall remain the appointment authority for such employee, for all purposes designated under the COUNTY Merit System of Rules and Regulations. Such COUNTY employees shall have no right to elect or choose any procedures available to CITY employees.

15. **TERM.** This Agreement shall commence on **October 1st, 2022** and shall terminate at midnight on **September 30th, 2025** unless terminated pursuant to the provisions of Article 16.

16. **TERMINATION.** Either party may terminate this Agreement without cause or further liability to the other, upon written notice to the party representative specified in Article 17, given no less than **90** days prior to the requested termination date. Such notice shall be delivered by certified mail, return receipt requested, and the date of the notice shall be the date the receipt therefor is signed by an employee, official, or representative of the other party.

17. **NOTICE.** Notice as required to be given in this Agreement shall be provided to the following persons:

- a. **COUNTY:** County Manager, George Recktenwald, Thomas C. Kelly Administration Center, 123 W. Indiana Avenue, DeLand, Florida 32720.
- b. **CITY:** City Manager, Wayne Clark, 1000 City Center Circle, Port Orange, Florida 32129.

18. **THIRD PARTIES.** In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligations and responsibilities of the parties herein or for any other reason.

19. **DISPUTE RESOLUTION.** Any disputes concerning non-performance, or other aspects of this agreement for which either party initiates litigation to enforce its rights hereunder, shall be subject to the provisions of Chapter 164, Florida Statutes, the “Florida Governmental Conflict Resolution Act.”

20. **SEVERABILITY.** If any provision of this Agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a court of competent jurisdiction, such judgment shall not invalidate the remainder of this Agreement, unless such judgment renders the purpose or performance of this Agreement no longer practical for either party.

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PART II. SPECIFIC SERVICES

21. **LEVEL OF SERVICE.** COUNTY agrees to provide the personnel and equipment at the level of service specified in the *The Delivery of Municipal Services to the City of Port Orange Fiscal Years 2022-23, 2023-24 and 2024-25* which is hereby attached as the twelve page Addendum to this Agreement and is incorporated in this Agreement by this reference. Should the CITY desire the COUNTY provide services either different in kind, or at a service level different than that contemplated herein, the City Manager shall make written request therefor to the County Manager or his designee and such notice shall be sent in accordance with Article 17. Any mutually agreed-upon modification to the kind of service and/or level of service to be provided by the COUNTY shall be reduced to writing and approved by the appropriate officials of both parties. Any reduction in level of service desired by the CITY shall only be effective at the beginning of a new contract year unless both parties agree otherwise. Upon the written agreement of the COUNTY to provide a change to services which increases the level of service, the new level of service shall commence within sixty days following the date of execution of the written agreement by the COUNTY or the beginning of a new contract year whichever shall first occur. The foregoing shall not be construed as requiring the COUNTY to agree to make a change to the kind of service and/or increase to the level of service to be provided by the COUNTY. Upon a change in kind of service and/or increase in the level of service to be provided by the COUNTY compensation to the COUNTY shall be immediately adjusted to conform to the new service provided.

22. **COMPENSATION.** CITY shall pay the COUNTY in accordance with the compensation set forth in the Addendum. CITY shall pay the sum invoiced within thirty (30) days of receipt of the bill from COUNTY.

23. **ENTIRE AGREEMENT.** This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by all the parties, with the same formalities as this Agreement.

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IN WITNESS WHEREOF, the parties to this County of Volusia Interlocal Agreement for Provision of Municipal Services to the City of Port Orange have caused the same to be signed by their duly authorized representatives on the dates indicated below.

ATTEST:

COUNTY OF VOLUSIA

By: _____
Name: George Recktenwald
Title: County Manager
Dated: _____

By: _____
Name: Jeffrey S. Brower
Title: County Chair
Dated: _____

ATTEST:

CITY OF PORT ORANGE

By: _____
Name: Robin Fenwick
Title: City Clerk
Dated: _____

By: _____
Name: Donald O. Burnette
Title: Mayor
Dated: _____

By: _____
Name: Wayne Clark
Title: City Manager
Dated: _____

ADDENDUM

COUNTY OF VOLUSIA, FLORIDA

The Delivery of Municipal Services to the City of Port Orange

Fiscal Years 2022-23, 2023-24 and 2024-25

**DEPARTMENT OF PUBLIC WORKS SERVICES
CITY OF PORT ORANGE
FY 2022-23, 2023-24 AND 2024-25**

<u>Services</u>	<u>Annual Cost</u>
Road and Bridge	As Needed
Traffic Engineering	As Needed

Public Works Services Overview

The City of Port Orange (CITY) contracts with the County of Volusia (COUNTY) to provide services from the Department of Public Works Divisions of Road & Bridge and Traffic Engineering.

Compensation

Compensation will account for actual services provided and will be charged in accordance with the following unless otherwise specified in the below description of services:

- a. **Labor (First 40 hrs of work week)**: Work hours x current hourly wage rate x current overhead rate at the time of service. Labor will be charged to the nearest one-quarter hour.
- b. **Overtime Labor (Hours over 40 for work week)**: Work hours x current hourly wage rate at time of service x 1.5 x current overtime overhead rate at the time of service. Overtime labor will be charged to the nearest one-quarter hour.
- c. **Parts, Materials and Chemicals**: All parts, materials and chemicals that are used will be billed at actual cost.
- d. **Equipment**: All equipment will be billed at the Public Works equipment rate at the time of service.

After hours work shall be work that was performed during those hours other than regular time and shall include holidays. Holidays are defined as those days officially designated as holidays by the Volusia County Council. After hours work shall be compensated based on both work time and travel time. There is a minimum two (2) hour after-hours call-out charge.

Billing

The COUNTY shall send the CITY a monthly invoice with documentation. The CITY shall pay all charges made in accordance with this Agreement within 30 days of receipt of the invoice, regardless of whether one or multiple CITY departments/divisions received services under this agreement.

Road and Bridge Division

The COUNTY may perform general maintenance and repair work on an “as available” basis for CITY maintained roadway and drainage infrastructure. For all requested work, the COUNTY will provide the CITY with a written cost estimate. The CITY manager or designee must then provide the COUNTY written authorization prior to commencement of the work, with the COUNTY’s cost estimate as an attachment referenced in the authorization.

All Road and Bridge services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY.

Traffic Engineering Division

A. Maintenance and Operation of Traffic Control Devices

The CITY is responsible for the maintenance and operation of the Traffic Control Devices identified in Exhibit “A”. The COUNTY, at the request of the CITY, shall maintain and operate these traffic control devices to ensure uniform traffic control of the road network. The coordination of the CITY’S traffic control devices with the COUNTY will promote an integrated and balanced traffic network in Volusia County to the benefit of all residents.

The COUNTY shall also maintain and operate auxiliary equipment such as overhead internally illuminated street name signs, fire preemption devices, transit priority devices, audible pedestrian signals, high intensity LED signs, and other devices associated with those identified in Exhibit “A” as requested by the CITY. The CITY will reimburse the COUNTY for all operational work performed on auxiliary equipment at the CITY’s request regardless of whether the signal is a City, County or State signal.

The CITY and COUNTY may modify Exhibit “A” throughout the life of this Agreement to account for new or removed Traffic Control Devices by written notification between the CITY’S Public Works Director and the Volusia County Traffic Engineering Director. CITY is aware that the Florida Department of Transportation (FDOT) is revising their signal maintenance agreements so that FDOT signals in the CITY currently required to be maintained by the CITY shall become the COUNTY’s responsibility per FDOT requirements beginning in either July 2023 or 2024. As such, those signals identified as FDOT ownership in Exhibit “A” will transition to the COUNTY and be removed from this agreement in July 2023 or 2024.

Service requests for the maintenance and operation of traffic control devices covered by this agreement shall be satisfied by the COUNTY when personnel and equipment are available.

1. Preventative (Routine) Maintenance

Preventive (routine) maintenance is a program to inspect and perform a set of standard actions to reduce the chance of a traffic control device failure. This maintenance also includes the repair and/or replacement of components as necessary to ensure continued proper operation of the devices.

a. Traffic Signal Preventive Maintenance

The COUNTY shall perform a minimum of two (2) preventive maintenances per year on each Traffic Signal, Traffic Signal with Pedestrian Features, and Emergency Traffic Signal as identified in Exhibit “A”. The preventive maintenance will be done to current COUNTY standards, which are consistent with Florida DOT standards. The COUNTY’s current standard for mast arms is galvanized steel. If the CITY requests painted mast arms, the CITY shall be responsible for maintaining the paint and will notify the COUNTY at least one week prior to performing preventative painting maintenance.

b. Traffic Signal Rebuild

Traffic Signal overheads should be rebuilt every 5 – 10 years due to the impact of the environment on the electronic components. The COUNTY will recommend a traffic signal rebuild when multiple failures requiring immediate repair occur in the same year. The COUNTY will submit a recommendation and a cost estimate to the CITY for the rebuild and the work will not be completed without the written approval of the CITY.

c. Flasher Inspection and Timing (School Flashers, RRFBs, Warning Flashers, etc.)

- i. The COUNTY shall perform a minimum of one (1) flasher inspection per year, including the verification or new programming of each school flasher timing.
- ii. The COUNTY shall perform an initial (one-time) assessment and inventory of all school flashers, if none is available. This is a separate task from the annual inspection.

d. Painted Mast Arm Structures

Maintenance of the paint finish for mast arm structures that were painted at the direction of the CITY is not included as part of this agreement. Paint maintenance shall be the responsibility of the CITY and shall be performed in accordance with FDOT specifications. Any mast arm paint finish agreements executed between the CITY and FDOT will continue to govern painted mast arm structures in the event that Exhibit “A” is modified.

2. Response (Emergency) Maintenance

Response (emergency) maintenance is the immediate repair of a failed traffic control device to restore the device to normal operation. Response maintenance repairs can be either a Final Repair or a Temporary Repair as defined below:

Final Repair – The traffic control device is returned to normal operation.

Temporary Repair – The traffic control device is set into a mode of safe operation (such as on flash) until a final repair can be made. If the device is not able to be placed into a mode of safe operation, alternative traffic control methods (i.e. stop signs) will be implemented by the City.

During business hours (7:00AM - 3:30 PM, Monday through Friday), the CITY shall contact Volusia County Traffic Engineering (386-736-5968) to request response maintenance repairs. At all other times, the CITY shall contact the County Central Dispatch Center (Sheriff Operations Center) (386-736-5999).

The CITY shall identify three (3) City employees and provide contact information for each to the COUNTY for the purpose of providing emergency follow up information. Any call for response maintenance repairs from either the CITY or from the County Central Dispatch Center (Sheriff's Office Dispatch) will be responded to by the COUNTY and the services performed will be paid for by the CITY.

The COUNTY shall establish the priority of each response maintenance call based on the number of calls, the resources available and the nature of each call.

If response maintenance repairs are significant in nature (signal pole knock-down, traffic control device rebuild) the COUNTY will begin work on a Temporary Repair while contacting the CITY for authorization to complete the Final Repair. The Temporary Repair will be kept in place and maintained by the CITY until the COUNTY receives written authorization from the CITY for the Final Repair. Upon request, the COUNTY will provide the CITY with a cost estimate for the Final Repair. It is the CITY'S responsibility to collect insurance or other compensation from the parties that damaged the city equipment.

If COUNTY personnel cannot complete a response maintenance repair, COUNTY personnel will complete a Temporary Repair. The COUNTY will contact the CITY for written authorization to issue a Notice to Proceed to one of the COUNTY'S contractors to complete the repair. Upon request, the COUNTY will provide the CITY a cost estimate from the Contractor.

3. Operational Maintenance – Traffic Signal Timing

Traffic signal retiming may be required every few years due to changes in traffic flow. Controllers will be inventoried and brought up to COUNTY standards.

Requests received by the COUNTY from the Public or the CITY regarding traffic signal malfunctioning, signals not operating correctly or signals needing retiming shall be handled as Response Maintenance to ensure all equipment and controller timings are functioning correctly.

The CITY can request that the COUNTY complete a study to retime an intersection. Upon request, the COUNTY will provide the CITY with a cost estimate. If CITY approves the retiming effort, then the COUNTY will conduct the study and implement any necessary retiming.

4. Design Modifications

Design modifications are changes to the approved design and operation of an existing traffic control device/signal. Design modifications can include changes in signal locations, configuration or displays among other design aspects.

The COUNTY will not begin work on any design modifications without an engineering study signed and sealed by a Professional Engineer licensed in the State of Florida. The COUNTY can provide the CITY with a cost estimate to complete the modification upon request.

The COUNTY can provide the CITY left-turn warrants and left-turn display (protected versus protected-permitted or Flashing Yellow Arrow conversion) studies upon request. If the study recommends a change, which is approved by the CITY, the COUNTY can then implement the modification. Cost estimates for the COUNTY to complete the above work can be provided to the CITY as requested.

5. Maintenance of Traffic

During preventive maintenance, the COUNTY or its contractor shall be responsible for maintaining safe traffic flow. During response (emergency) maintenance when law enforcement personnel are necessary to maintain safe traffic flow or worker safety, the COUNTY or its contractor shall notify local police to arrange for law enforcement.

In case of an Act of God emergency situation (e.g., hurricane, summer thunder or winter storm, tornado) that causes the loss of power to multiple traffic signals or major damage to traffic signals, the CITY shall arrange for any necessary law enforcement or placement of temporary traffic control devices (e.g., stop signs) at all appropriate traffic signal locations. Where the CITY has made previous modifications for emergency service generator hook-ups, the COUNTY will coordinate with the CITY on the need to place said generators. It will be the CITY'S responsibility to ensure the emergency service generator(s) are fueled and operational.

6. Equipment and Stock

The COUNTY will provide all equipment, parts and materials for work done for the CITY. The COUNTY shall maintain standard signal equipment in stock. The COUNTY may not stock auxiliary items such as emergency preemption devices, audible pedestrian signals and transit priority devices, but will order on an as-needed basis.

7. Electrical and Communication Costs

The CITY shall retain the responsibility to pay all related traffic control device power and communication costs. The CITY shall be responsible for the installation of any necessary communication devices in any master cabinet and shall pay the monthly charges for such communications.

8. Red Light Running Cameras and License Tag Readers

Red Light Running Cameras and License Tag Readers are typically maintained and operated through a separate agreement between the CITY and a Vendor. The COUNTY will not provide any services related to Red Light Running Cameras or License Tag Readers. If the CITY desires to install Red Light Running Cameras or License Tag Readers on Traffic Control Devices maintained by the COUNTY along state or county roads, the CITY agrees to (1) install and pay for any separate power service hook-ups, (2) reimburse the COUNTY for any power or lightning damage repairs if any device is installed within the controller cabinet to monitor the red indication output, and (3) the CITY will hold harmless the COUNTY for any power or lightning damage emanating from the COUNTY Traffic Control Device infrastructure and power service.

9. Emergency Vehicle Preemption

Emergency vehicle preemption devices on CITY (or COUNTY) emergency vehicles improve the safety of first responders and motorists on Volusia County's roadways while also reducing response times to life-threatening emergencies. The following Standard Operating Procedure shall be implemented on all CITY emergency vehicles to ensure that this technology is used effectively and efficiently:

a. Use of only Opticom GPS vehicle kits

Commitment to Opticom GPS ensures that an emergency vehicle that comes to a stop on approach to an intersection will not lock up the intersection in an extended preemption. The CITY will upgrade any Opticom Infrared vehicle kits within 12 months. If the CITY requires more than 12 months to complete the upgrades, the CITY will notify the COUNTY and provided an estimated completion date.

b. Use of Opticom GPS only when traveling in the emergency mode

The CITY shall establish a directive that allows for the use of Opticom emergency vehicle preemption equipment only when responding or transporting in the emergency mode. The CITY shall ensure Opticom GPS units will not be used when the vehicle's emergency lighting is not activated.

c. Passive installation design

Opticom GPS vehicle kits will be wired to only activate when the vehicle's primary emergency lighting is activated. This design will prevent the potential for inappropriate use of the emergency vehicle preemption system.

d. Information sharing with employees

The CITY shall disseminate a directive to its employees explaining the functions and limitations of emergency vehicle preemption. This document will specifically instruct employees not to presume that a green light will be guaranteed and clearly asserts that Opticom preemption devices will only be used in the emergency mode.

e. Potential for Future Requirements from the Florida Department of Transportation

The Florida Department of Transportation (DOT) required each local jurisdiction in Seminole, Orange and Osceola counties to activate the license key and enter into an annual maintenance agreement with Opticom, to assign a unique identity number for each vehicle, and to monitor the usage of emergency vehicles to minimize any potential misuse of Opticom. If the Florida DOT requires this in Volusia County, the local jurisdictions will need to budget for the additional expense. The license key is approximately \$750 per intersection and there will be an ongoing annual maintenance agreement fee with Opticom.

10. Florida DOT Requirements for State Roads

If the CITY has entered into the Florida DOT Signal Maintenance Agreement (750-010-22 4/15), the COUNTY shall also maintain the following devices identified in Exhibit "A": emergency fire signal, pedestrian flashing beacon, speed activated warning displays, traffic warning beacons, travel time detector, UPSW/battery backup and traffic signal interconnected and maintained (TSIM) locations.

a. Preventative (Routine) Maintenance

This maintenance includes locates and preventative maintenance of all electronic signal equipment with the exception that the COUNTY will not structurally maintain any mast arms. Furthermore, for new mast arms, or mast arm structures subject to a separate agreement with the Florida DOT regarding painted mast arm structures, the COUNTY is unable to perform Periodic Maintenance and recommends that the CITY procure the services of a Traffic Signal Contractor to perform periodic maintenance.

b. Response (Emergency) Maintenance

If restoration of services is delayed and stop signs or other methods to maintain traffic (e.g., law enforcement personnel) are required, the COUNTY shall notify the CITY to provide the appropriate response. In addition, the COUNTY shall coordinate with the CITY on how to respond to critical detection device malfunctions. The COUNTY shall notify the CITY if 8% of all critical detection devices are malfunctioning at any one time.

c. Performance Measures and Reporting

The County shall submit to the Florida DOT an Annual Report prior to June 30 of each year detailing critical detection device malfunctions, traffic signal preventative maintenance inspections, annual conflict monitoring testing, and personnel (and location) overseeing interconnected signals. The COUNTY will identify the number of critical detection devices for each location on Exhibit "A."

d. Retainage

The CITY shall indemnify and hold harmless the COUNTY for any retainage held back by the Florida DOT due to the CITY's failure to comply with the requirements of the Florida DOT Agreement based upon the CITY's failure to act once notified by the Florida DOT or COUNTY.

e. Florida DOT Agreement Cancellation

If the CITY notifies the Florida DOT of the CITY's intent to cancel the Florida DOT Agreement, the CITY shall also notify the COUNTY. If COUNTY notifies the Florida DOT of COUNTY's intent to cancel the Florida DOT Agreement, the COUNTY shall also notify the CITY.

B. Other Services

Other traffic engineering services not identified in this agreement can be requested by the CITY in writing. The services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY. These services include:

1. Administrative Services

Administrative Services involving new or replacement signal design or COUNTY staff appearance or attendance before CITY meetings per CITY Staff request.

2. Traffic Counts and Studies

Traffic Counts and Studies involving annual daily traffic counts on city roads and unique traffic studies responding to and resolving traffic related complaints from the public or elected officials. Such studies could include, but not limited to: Spot Speed, Multi-Way Stop, Signal Warrant, Vehicle Classification and Turning Movement Count.

3. Other Services

Other services include, but are not limited to, additional on-call personnel, traffic control for special events (parades, festivals), house moving, etc.

Natural and Manmade Disaster Emergency Response Services Department of Public Works

The COUNTY can provide Emergency Response Services for state and federally declared disasters as requested by the CITY for the above listed services. The emergency response services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY. Emergency services provided by the COUNTY will be billed to the CITY in accordance with this Agreement.

EXHIBIT A

CITY OF PORT ORANGE - TRAFFIC CONTROL DEVICES

As of 5/13/2022

WITHIN COASTAL ZONE
FDOT ADDENDUM APPLICABLE

☒ YES ☐ NO
☒ YES ☐ NO

Asset #	Location	TS	IMTS	ICB	PFB	FDS	SAWD BOS	TWB	UPS	OPT	Mast Arm	Painted	Ownership
153	SR 5A/NOVA RD @ MADELINE AV		✓							F	✓	✓	FDOT
155	SR 5A/NOVA RD @ HERBERT ST		✓							F	✓	✓	FDOT
172	US 1/RIDGEWOOD AV @ HERBERT ST		✓							F	✓		FDOT
193	SR 5A/NOVA RD @ VILLAGE TRL		✓							F	✓	✓	FDOT
212	SR 421/DUNLAWTON AV @ SPRUCE CREEK RD		✓							F	✓	✓	FDOT
245	SR 421/DUNLAWTON AV @ VILLAGE TRL		✓							F	✓	✓	FDOT
251	SR 421/DUNLAWTON AV @ CITY CENTER PKWY		✓							F	✓	✓	FDOT
361	SR 421/DUNLAWTON AV @ YORKTOWN BL		✓							F	✓	✓	FDOT
374	SPRUCE CREEK RD @ EASTPORT PKWY	✓								F	✓	✓	CITY
389	US 1/RIDGEWOOD AV @ MEEKER PL/FIRE STATION					✓				F	✓	✓	FDOT
399	CR 4009/WILLIAMSON BL @ MADELINE AV	✓								F	✓	✓	CITY
403	CR 4009/WILLIAMSON BL @ WILLOW RUN BL	✓								F	✓	✓	CITY
409	CR 421/TAYLOR RD @ SUMMER TREES RD		✓							F	✓	✓	CITY
417	SR421/TAYLOR RD @ I-95 NB RAMP		✓							F	✓	✓	FDOT
428	CR 4009/S WILLIAMSON BLVD @ SUMMER TREES RD/PAVILLION		✓							F	✓	✓	CITY
429	FIRE STATION TOWN WEST BL OFF WILLIAMSON BL					✓				F			CITY
430	SPRUCE CREEK RD @ CENTRAL PARK BL					✓				F			CITY
431	TAYLOR RD @ DEVON ST	✓								F	✓	✓	CITY
432	CR 4009/S WILLIAMSON BLVD @ TOWN WEST BLVD		✓							F	✓	✓	CITY
435	CR 4009/S WILLIAMSON BLVD @ MCGINNIS AV		✓							F	✓	✓	CITY

436	TAYLOR RD @ BOGGS FORD RD	✓								F			CITY
449	TAYLOR RD @ CRANE LAKES BLVD		✓							F			CITY

TS – Traffic Signal

IMTS – Traffic Signal Interconnected & Monitored

ICB – Intersection Control Beacon

FDS – Emergency Fire Dept Signal

PFB – Pedestrian Flashing Beacon (SZ) – School Zones & (RRFB) – Rectangular Rapid Flashing Beacon

SAWD/BOS – Speed Activated Warning Display or Blank Out Sign

TWB – Traffic Warning Beacon (LE LED) – Leading Edge LED

UPS – Uninterruptible Power Supply/Battery Backup

OPT – Opticom (F) – Fire (B) – Bus Priority



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/6/2022

SUBJECT: (B12) Amended Grant Award Agreement with Florida Communities Trust (FCT) for a portion of Riverwalk Park Property and the accompanying Release of Grant Award Agreement for the Marcantonio Property

DEPARTMENT: City Attorney

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve the Amended Grant Award Agreement with Florida Communities Trust (FCT) for a portion of the Riverwalk Park Property and Release of the Grant Award Agreement for the Marcantonio Property, and authorize the Mayor and City Clerk to sign all necessary documents.

SUMMARY: In June 2004, the City of Port Orange was awarded a Florida Communities Trust (FCT) grant in the amount of \$133,217 to partially fund the acquisition of a +/- 0.74-acre property, known as “Marcantonio Property”, to create public recreational open space. The Marcantonio Property is located along Halifax Drive, south of Herbert Street, and is in the Port Orange Town Center CRA .



In early 2021, the City began discussions with FCT about transferring the Marcantonio

Property grant obligations to the already established Riverwalk Park property. After further consultation with FCT staff, it was determined the City could submit a 'Consideration of Recipient's Request for Land Exchanges' application per Rule 62-818.016 F.A.C. in order to receive approval from the FCT for relocation of the Marcantonio Property grant obligations to the Riverwalk Park Property. The Riverwalk Park Property is developed with public recreational open space that exceeds the Marcantonio Property grant obligations. Based on the size difference between the Riverwalk Park Property and the Marcantonio Property, the amount of public open space and recreational opportunities provided on the Riverwalk Park Property are much greater than what could be developed on the Marcantonio Property.

In October 2021, the City Council approved Resolution No. 21-64 which stated that the council had reviewed the proposal and that the council conceptually approved the proposed exchange of land that would be subject to the grant obligations. Upon Council's approval, the 'Consideration of Recipient's Request for Land Exchanges' application, was submitted to FCT for full consideration by the Florida Communities Trust Board during their scheduled February 16, 2022 meeting. The FCT Board voted unanimously to approve the land exchange. Over the subsequent months, FCT Staff and City Staff have worked to finalize the necessary documents to complete the transfer of the grant obligations from the Marcantonio Property to a portion of the Riverwalk Park Property in conjunction with the release of the Marcantonio Property from said grant obligations. The staff is requesting the City Council approve and accept the transfer of the grant obligations from the Marcantonio Property to a portion of the Riverwalk Park Property and the accompanying release of said grant obligations on the Marcantonio property.

PRESENTER: Matthew Jones

ATTACHMENTS:

1.	Amended Grant Award Agreement	Port Orange Grant Agreement.pdf
2.	Release of Grant Award Agreement	Release of Grant Award Agreement.pdf
3.	Resolution No. 21-64	Reso 21-64 - executed.pdf

Robin Fenwick	Created/Initiated - 8/22/2022
Shannon Balmer	Approved - 8/24/2022
Wayne Clark	Approved - 8/24/2022
Robin Fenwick	Final Approval - 8/24/2022

Prepared by and Return to:
William McMahon, FCCM
Florida Department of Environmental Protection
8800 Baymeadows Way West
Jacksonville, FL 32256

FLORIDA COMMUNITIES TRUST
FF2 AWARD #02-094-FF2
FCT CONTRACT #04-CT-8L-02-F2-J1-094
RIVERWALK PARK
F/K/A MARCANTONIO TOWN CENTER

AMENDED GRANT AWARD AGREEMENT

THIS AMENDED GRANT AWARD AGREEMENT is entered into this ____ day of _____, 2022, by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and the CITY OF PORT ORANGE, a political subdivision of the State of Florida ("Recipient").

WHEREAS, the Recipient acquired a parcel of property pursuant to a grant from the FCT; and

WHEREAS, the Recipient subsequently submitted a request to the FCT to exchange the Grant Parcel for additional property adjacent to other parcels acquired through FCT funding and governed by similar covenants and restrictions; and

WHEREAS, the FCT Governing Board approved the requested land exchange at a regularly scheduled meeting held February 16, 2022; and

WHEREAS, the Recipient has met all conditions and requirements of the proposed land exchange pursuant to Rule 62-818.016, F.A.C.;

NOW THEREFORE, the FCT and the Recipient hereby agree to place the following covenants and restrictions on the parcel(s) of property described in particularity in Exhibit "A" (the "Project Site").

I. GENERAL CONDITIONS

1. Upon execution and delivery by the parties hereto, the Recipient shall cause this Agreement to be recorded and filed in the official records of Volusia County, Florida, and in such manner and in such other places as FCT may reasonably request, and shall pay all fees and charges incurred in connection therewith.

2. The Recipient and FCT agree that the State of Florida Department of Environmental Protection may forward this Agreement to the Department of Environmental Protection Bond Counsel for review. In the event Bond Counsel opines that an amendment is required to this Agreement so that the tax-exempt status of the Florida Forever Bonds is not jeopardized, FCT and Recipient shall amend the Agreement accordingly.

3. This Agreement may be amended at any time. Any amendment must be set forth in a written instrument and agreed to by both the Recipient and FCT.

4. This Agreement and the covenants and restrictions contained herein shall run with the Project Site herein described and shall bind, and the benefits shall inure to, respectively, the FCT and the Recipient and their respective successors and assigns.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with respect to both substantive rights and with respect to procedures and remedies.

6. Any notice required to be given hereunder shall be given by personal delivery, by registered mail or by registered expedited service at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto, and any such notice shall be deemed received on the date of delivery if by personal delivery or expedited delivery service, or upon actual receipt if sent by registered mail.

FCT: Florida Communities Trust
Florida Department of Environmental Protection
3900 Commonwealth Blvd, MS115
Tallahassee, FL 32399-3000

Recipient: City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
Attn: Shannon Balmer, City Attorney's Office

7. If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be in any way affected or impaired.

II. PROJECT SITE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375, AND CHAPTER 380, PART III, FLORIDA STATUTES

1. If any essential term or condition of this Agreement is violated by the Recipient or by some third party with the knowledge of the Recipient and the Recipient does not correct the violation within 30 days of notice of the violation, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal

Improvement Trust Fund. The FCT shall treat such property in accordance with Section 380.508(4)(e), Florida Statutes.

2. Any transfer of the Project Site shall be subject to the approval of FCT and FCT shall enter into a new agreement with the transferee, containing such covenants, clauses, or other restrictions as are sufficient to protect the interest of the people of Florida.

3. The interest, if any, acquired by the Recipient in the Project Site will not serve as security for any debt of the Recipient unless FCT approves the transaction.

4. If the existence of the Recipient terminates for any reason, title to all interest in real property it has acquired with the FCT award shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund, unless FCT negotiates an agreement with another local government or nonprofit organization that agrees to accept title to all interest in and to manage the Project Site.

5. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of the eminent domain, the Recipient shall deposit with the FCT any insurance proceeds or any condemnation award, and shall promptly commence to rebuild, replace, repair, or restore the Project Site in such manner as is consistent with the Agreement. The FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the Recipient fails to commence or to complete the rebuilding, repair, replacement, or restoration of the Project Site after notice from the FCT, the FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild, or replace the Project Site so as to prevent the occurrence of a default hereunder.

Notwithstanding any of the foregoing, FCT will have the right to seek specific performance of any of the covenants and restrictions of this Agreement concerning the construction and operation of the Project Site.

III. PROJECT SITE OBLIGATIONS IMPOSED BY FCT ON THE RECIPIENT

1. The Project Site shall be managed only for the conservation, protection, and enhancement of natural and historical resources and for passive, natural resource-based public outdoor recreation that is compatible with the conservation, protection, and enhancement of the Project Site, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site are specifically designated in the Project Plan as approved by FCT.

2. The Recipient shall prepare and submit to FCT an annual stewardship report as required by Rule 62-818.013, F.A.C.

3. The Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses as appropriate. If an amendment to the Recipient's comprehensive plan is required to comply with this paragraph, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the Recipient.

4. Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the adopted and approved comprehensive plan for the jurisdiction as applicable. Evidence shall be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction.

5. The Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the FCT approved project plan.

6. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

7. All buildings, structures, improvements, and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and/or major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. The approval by FCT of the Recipient's management plan addressing the items mentioned herein shall be considered written approval from FCT.

8. If archaeological and historic sites are located on the Project Site, the Recipient shall comply with Chapter 267, Florida Statutes. The collection of artifacts from the Project Site or the disturbance of archaeological and historic sites on the Project Site will be prohibited unless prior written authorization has been obtained from the Department of State, Division of Historical Resources.

9. The Recipient shall ensure that the Project Site is identified as being publicly owned and operated as a passive, natural resource-based public outdoor recreational site in all signs, literature, and advertising regarding the Project Site. The Recipient shall erect a sign(s) identifying the Project Site as being open to the public and as having been purchased with funds from FCT and Recipient.

IV. OBLIGATIONS INCURRED BY RECIPIENT AS A RESULT OF BOND PROCEEDS BEING UTILIZED TO PURCHASE THE PROJECT SITE.

1. If the Project Site is to remain subject, after its acquisition by the State and the Recipient, to any of the below listed activities or interests, the Recipient shall

provide at least 60 days written notice of any such activity or interest to FCT prior to the activity taking place, and shall provide to FCT such information with respect thereto as FCT reasonably requests in order to evaluate the legal and tax consequences of such activity or interest:

- a. any lease of any interest in the Project Site to a non-governmental person or organization;
- b. the operation of any concession on the Project Site to a non-governmental person or organization;
- c. any sales contract or option to buy things attached to the Project Site to be severed from the Project Site, with a non-governmental person or organization;
- d. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;
- e. a management contract of the Project Site with a non-governmental person or organization; and
- f. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

2. Recipient agrees and acknowledges that the following transaction, events, and circumstances may not be permitted on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law:

- a. a sale of the Project Site or a lease of the Project Site to a non-governmental person or organization;
- b. the operation of a concession on the Project Site by a non-governmental person or organization;
- c. a sale of things attached to the Project Site to be severed from the Project Site to a non-governmental person or organization;
- d. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of bonds from which the disbursement is to be made; ·
- e. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;
- f. a management contract of the Project Site with a non-governmental person or organization; and
- g. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NOT FOR PROFIT ENTITIES, OR NONGOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY

V. CONDITIONS THAT ARE PARTICULAR TO THE PROJECT SITE AS A RESULT OF THE FCT APPROVED MANAGEMENT PLAN.

1. Two or more user-based outdoor recreational facilities, including a playground and splash pad, shall be provided at the Project Site. The facilities shall be designed and located with minimal impact to natural resources on the Project Site.
2. A permanent recognition sign shall be maintained in the entrance area of the Project Site. The sign shall acknowledge that the Project Site is open to the public and was purchased with funds from the Florida Communities Trust and the City of Port Orange.
3. Interpretive signage shall be provided to educate visitors about the natural resources and unique history of the Project Site.
4. A stormwater management program shall be developed and implemented for the Project Site to protect the quality of water entering the Halifax River. The development of a storm water program for the Project Site shall be done in coordination with the St. Johns River Water Management District.
5. Any proposed stormwater facility for the Project Site shall be designed to provide recreational open space or wildlife habitat.
6. Native trees and shrubs on the Project Site shall be preserved, where feasible, and appropriately managed to ensure the long-term viability of the native vegetation on the Project Site.
7. Areas around proposed recreational facilities shall be landscaped with native plant species to enhance the function and appearance of the Project Site.
8. No motorized boating facilities shall be provided at the Project Site. The Management Plan shall include provisions to protect seagrasses, manatees, and listed wading bird habitat.
9. An ongoing monitoring and control program for invasive vegetation including exotic (nonnative) and nuisance native plant species shall be implemented at the Project Site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The Management Plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the Project Site.

10. A feral animal removal program shall be developed and implemented, as necessary, for dogs, cats, muskovy ducks and other non-native wildlife that may be found on the Project Site.
11. Management of the Project Site shall be coordinated with management of the adjacent city-owned parcel.
12. Prior to the commencement of any proposed development activities, measures shall be taken to determine the presence of any archaeological sites. All planned activities involving known archaeological sites or potential site areas shall be closely coordinated with the Department of State, Division of Historical Resources in order to prevent the disturbance of significant sites.
13. The location and design of the parking and other site improvements shall have minimal impact on natural resources. The parking area shall incorporate pervious material wherever feasible.
14. Pedestrian and bicycle access to the Project Site shall be promoted through the provision of pedestrian oriented walkways and bicycle facilities that link the Project Site with adjacent residential neighborhoods. Bike parking stands shall be installed at the Project Site to provide an alternative to automobile transportation to the Project Site.
15. The Project Site shall be developed and managed as destination point along the Port Orange Pathway (POP) multi-use recreational trail system.
16. Site improvements shall be designed and located to minimize or eliminate the long-term risk of storm damage or flooding in conjunction with appropriate hazard mitigation agencies or experts.
17. The requirements imposed by other grant program funds that may be sought for activities associated with the Project Site shall not conflict with the terms and conditions of this Agreement.

This Agreement including Exhibit "A" embodies the entire agreement between the parties.

[Remainder of page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement.

Witnesses:

FLORIDA COMMUNITIES TRUST

Signature – 1st Witness

By: _____
Mara Gambinieri, Chair

Printed Name – 1st Witness

Signature – 2nd Witness

Approved for Form and Sufficiency:

Printed Name – 2nd Witness

By: _____
Lois La Seur, Trust Counsel

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 2022, by Mara Gambinieri, as Chair of the Florida Communities Trust, on behalf of Florida Communities Trust. She is personally known to me.

[Notary Seal]

Notary Public

Print Notary Name
Commission Expiration: _____
Commission Number: _____

Witnesses:

CITY OF PORT ORANGE

Signature – 1st Witness

By: _____
Donald O. Burnette, Mayor

Printed Name – 1st Witness

Signature – 2nd Witness

Printed Name – 2nd Witness

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of []physical presence or []online notarization, this _____ day of _____, 2022, by Donald O. Burnette, as Mayor for and on behalf of the City of Port Orange. He is personally known to me.

[Notary Seal]

Notary Public

Print Notary Name

Commission Expiration: _____

Commission Number: _____

EXHIBIT "A"

SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

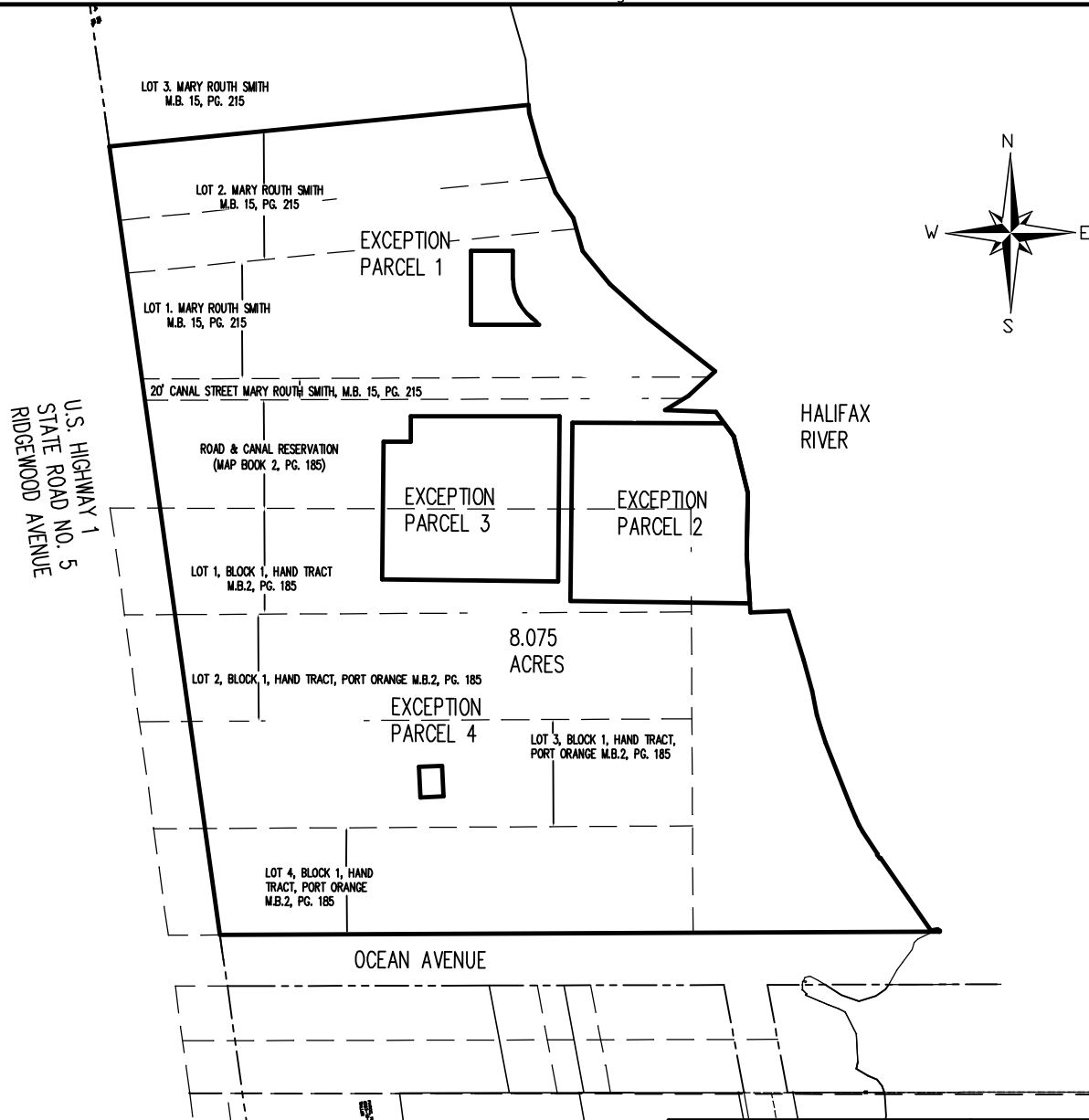
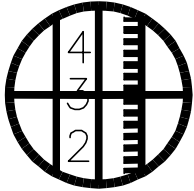
3921 NOVA ROAD

PORT ORANGE, FL. 32127

(386) 761-5385

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SKETCH OF DESCRIPTION
NOT A BOUNDARY SURVEY

FOR: THE CITY OF PORT ORANGE, FLORIDA
DESCRIPTION: PORT ORANGE RIVERWALK PARK

JOB #21-1418

SCALE: 1"=150'

FIELD BOOK:

PAGE:

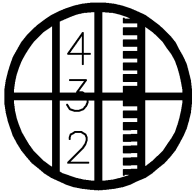
ABBREVIATIONS

(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
CL	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETTIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETTIC SURVEY

SHEET 1 OF 6

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

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POINT OF BEGINNING
POINT OF
COMMENCEMENT
EXCEPTION PARCELS

LOT 3. MARY ROUTH SMITH
M.B. 15, PG. 215

NORTHERLY LINE LOT 2

N69°24'06"E
394.35'

N69°24'06"E
366.51'

LOT 2. MARY ROUTH SMITH
M.B. 15, PG. 215

CURVE TABLE

C1	Δ=50°52'25"
	R=47.00'
	A=41.73'
C2	Δ=7°20'38"
	R=74.55'
	A=9.55'
	CB=S62°09'53"E

20' CANAL STREET MARY ROUTH SMITH, M.B. 15, PG. 215

ROAD & CANAL RESERVATION
(MAP BOOK 2, PG. 185)

LOT 1, BLOCK 1, HAND TRACT
M.B.2, PG. 185

LOT 2, BLOCK 1, HAND TRACT, PORT ORANGE M.B.2, PG. 185

POINT OF BEGINNING
EXCEPTION PARCEL 4

SKETCH OF DESCRIPTION
NOT A BOUNDARY SURVEY

S18°16'14"E
7.86'

S31°08'49"E
40.61'

S35°47'14"E
38.01'

S49°44'44"E
29.15'

S31°19'01"E
32.11'

S54°28'15"E
40.23'

S62°36'26"E
47.43'

S66°33'17"E
80.29'

S32°56'04"W
33.64'

S42°34'37"W
25.36'

S51°04'17"E
13.28'

N75°15'13"E 142.34'

S51°04'17"E
15.13'

S29°01'49"E
54.28'

S13°28'05"E
58.59'

S19°17'22"E
54.05'

S75°54'48"W 168.23'

S19°17'22"E
45.44'

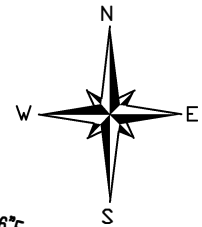
N72°22'38"E
35.41'

S30°05'29"E
13.04'

S36°18'59"E
62.12'

S44°17'22"E

MEAN HIGH WATER LINE
HALIFAX RIVER



U.S. HIGHWAY 1
STATE ROAD NO. 5
RIDGEWOOD AVENUE

EASTERLY R/W LINE
N22°54'23"W
746.19'

N75°03'35"E
25.72'

N14°56'25"W
23.80'

N14°19'33"W
128.86'

S14°19'33"E
164.53'

S75°40'27"W
164.89'

S75°40'27"W
12.02'

N14°19'33"W
18.17'

8.075 ACRES

N72°29'34"E
21.59'

N72°29'34"E
207.40'

ABBREVIATIONS

(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
CL	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
A	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 2 OF 6

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION

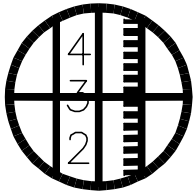
FOR: THE CITY OF PORT ORANGE, FLORIDA
DESCRIPTION: PORT ORANGE RIVERWALK PARK

JOB #21-1418

SCALE: 1"=100'

FIELD BOOK:

PAGE:



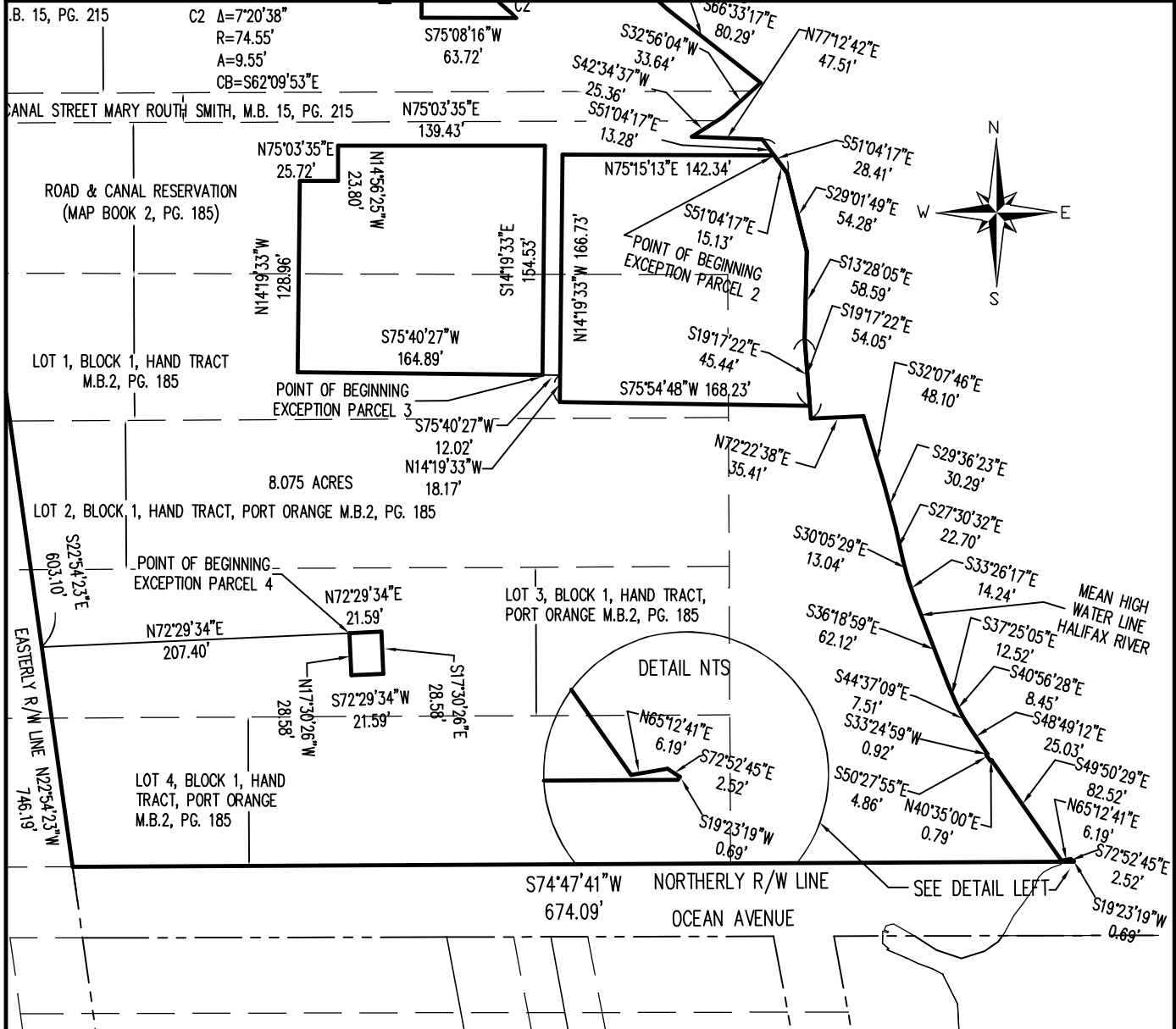
SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

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FOR: THE CITY OF PORT ORANGE, FLORIDA
DESCRIPTION: PORT ORANGE RIVERWALK PARK

JOB #21-1418

SCALE: 1"=100'

FIELD BOOK:

PAGE:

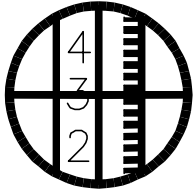
ABBREVIATIONS

(P)	PLATTED DIMENSION
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U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 3 OF 6

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION



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DESCRIPTION: (BY SLIGER & ASSOCIATES, INC.)

A PORTION OF LOTS 1, 2, 3 AND 4 BLOCK 1, HENRY P. HAND SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 185 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH ANY RIPARIAN RIGHTS THAT MAY EXIST, EXCEPTING THAT PART NOW WITHIN THE 100 FOOT RIGHT OF WAY OF U.S. HIGHWAY #1 (RIDGEWOOD AVENUE).

AND

A PORTION OF THAT PART OF THE 100' RESERVATION FOR CANAL AND ROAD, HENRY P. HAND SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 185 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING EASTERLY OF U.S. HIGHWAY #1 (RIDGEWOOD AVENUE), A 100' RIGHT OF WAY, TOGETHER WITH ANY RIPARIAN RIGHTS THAT MAY EXIST.

AND

A PORTION OF LOTS 1 AND 2, AND THE 20' WIDE CANAL SOUTHERLY OF THE SOUTH LINE OF SAID LOT 1, MARY ROUTH SMITH SUBDIVISION, AS RECORDED IN MAP BOOK 6, PAGE 53 (MAP BOOK 15, PAGE 215), PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH ANY RIPARIAN RIGHTS THAT MAY EXIST, EXCEPTING THAT PART NOW WITHIN THE 100 FOOT RIGHT OF WAY OF U.S. HIGHWAY #1 (RIDGEWOOD AVENUE),

ALL OF THE ABOVE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT 2, MARY ROUTH SMITH SUBDIVISION WITH THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD 5, RIDGEWOOD AVENUE) THENCE RUN N69°24'06"E ALONG SAID NORTHERLY LINE, 394.35 FEET TO THE MEAN HIGH WATER LINE OF THE WESTERLY BANK OF THE HALIFAX RIVER; THENCE THE FOLLOWING COURSES ALONG SAID MEAN HIGH WATER LINE: S18°16'14"E, 7.86 FEET; THENCE S31°08'49"E, 40.61 FEET; THENCE S35°47'14"E, 38.01 FEET; THENCE S49°44'44"E, 29.15 FEET; THENCE S31°19'01"E, 32.11 FEET; THENCE S54°28'15"E, 40.23 FEET; THENCE S62°36'26"E, 47.43 FEET; THENCE S66°33'17"E, 80.29 FEET; THENCE S32°56'04"W, 33.64 FEET; THENCE S42°34'37"W, 25.36 FEET; THENCE N77°12'42"E, 47.51 FEET; THENCE S51°04'17"E, 28.41 FEET; THENCE S29°01'49"E, 54.28 FEET; THENCE S13°28'05"E, 58.59 FEET; THENCE S19°17'22"E, 54.05 FEET; THENCE N72°22'38"E, 35.41 FEET; THENCE S32°07'46"E, 48.10 FEET; THENCE S29°36'23"E, 30.29 FEET; THENCE S27°30'32"E, 22.70 FEET; THENCE S30°05'29"E, 13.04 FEET; THENCE S33°26'17"E, 14.24 FEET; THENCE S36°18'59"E, 62.12 FEET; THENCE S37°25'05"E, 12.52 FEET; THENCE S40°56'28"E, 8.45 FEET; THENCE S44°37'09"E, 7.51 FEET; THENCE S48°49'12"E, 25.03 FEET; THENCE S33°24'59"W, 0.92 FEET; ; THENCE S50°27'55"E, 4.86 FEET; THENCE N40°35'00"E, 0.79 FEET; THENCE S49°50'29"E, 82.52 FEET; THENCE N65°12'41"E, 6.19 FEET; THENCE S72°52'45"E, 2.52 FEET; THENCE S19°23'19"W, 0.69 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF OCEAN AVENUE; THENCE DEPART SAID MEAN HIGH WATER LINE S74°47'41"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 674.09 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 1; THENCE N22°54'23"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 746.19 FEET TO THE POINT OF BEGINNING;

LESS AND EXCEPT

(EXCEPTION PARCEL 1)

A PORTION OF LOT 1, MARY ROUTH SMITH SUBDIVISION, AS RECORDED IN MAP BOOK 6, PAGE 53 (MAP BOOK 15, PAGE 215), PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF LOT 2, SAID MARY ROUTH SMITH SUBDIVISION WITH THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD 5, RIDGEWOOD AVENUE) THENCE RUN N69°24'06"E ALONG SAID NORTHERLY LINE, 366.51 FEET; THENCE DEPART SAID NORTHERLY LINE S20°35'54"E, 134.83 FEET TO THE POINT OF BEGINNING; THENCE S14°57'47"E, 26.28 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 47.00 FEET AND A CENTRAL ANGLE OF 50°52'25"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 41.73 FEET TO THE A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 74.55 FEET AND A CENTRAL ANGLE OF 07°20'38"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 9.55 FEET; THENCE S75°08'16"W, 63.72 FEET; THENCE N14°51'44"W, 69.19 FEET; THENCE N75°08'16"E, 39.25 FEET TO THE POINT OF BEGINNING;

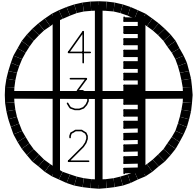
(DESCRIPTION CONTINUED ON SHEET 5)

FOR: THE CITY OF PORT ORANGE, FLORIDA

DESCRIPTION: PORT ORANGE RIVERWALK PARK

JOB #21-1418

SHEET 4 OF 6



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

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(DESCRIPTION CONTINUED FROM SHEET 4)

AND EXCEPT (EXCEPTION PARCEL 2)

A PORTION OF LOT 1, BLOCK 1, AND THE ROAD AND CANAL RESERVATION, HENRY P. HAND SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 185 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF LOT 2, SAID MARY ROUTH SMITH SUBDIVISION WITH THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD 5, RIDGEWOOD AVENUE) THENCE RUN N69°24'06"E ALONG SAID NORTHERLY LINE, 394.35 FEET TO THE MEAN HIGH WATER LINE OF THE WESTERLY BANK OF THE HALIFAX RIVER; THENCE THE FOLLOWING COURSES ALONG SAID MEAN HIGH WATER LINE: S18°16'14"E, 7.86 FEET; THENCE S31°08'49"E, 40.61 FEET; THENCE S35°47'14"E, 38.01 FEET; THENCE S49°44'44"E, 29.15 FEET; THENCE S31°19'01"E, 32.11 FEET; THENCE S54°28'15"E, 40.23 FEET; THENCE S62°36'26"E, 47.43 FEET; THENCE S66°33'17"E, 80.29 FEET; THENCE S32°56'04"W, 33.64 FEET; THENCE S42°34'37"W, 25.36 FEET; THENCE N77°12'42"E, 47.51 FEET; THENCE S51°04'17"E, 13.28 FEET TO THE POINT OF BEGINNING; THENCE THENCE S51°04'17"E, 15.13 FEET; THENCE S29°01'49"E, 54.28 FEET; THENCE S13°28'05"E, 58.59 FEET; THENCE S19°17'22"E, 45.44 FEET; THENCE DEPART SAID MEAN HIGH WATER LINE S75°54'48"W, 168.23 FEET; THENCE N14°19'33"W, 166.73 FEET; THENCE N75°15'13"E, 142.34 FEET TO THE POINT OF BEGINNING;

AND EXCEPT (EXCEPTION PARCEL 3)

A PORTION OF LOT 1, BLOCK 1, AND THE ROAD AND CANAL RESERVATION, HENRY P. HAND SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 185 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF LOT 2, SAID MARY ROUTH SMITH SUBDIVISION WITH THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD 5, RIDGEWOOD AVENUE) THENCE RUN N69°24'06"E ALONG SAID NORTHERLY LINE, 394.35 FEET TO THE MEAN HIGH WATER LINE OF THE WESTERLY BANK OF THE HALIFAX RIVER; THENCE THE FOLLOWING COURSES ALONG SAID MEAN HIGH WATER LINE: S18°16'14"E, 7.86 FEET; THENCE S31°08'49"E, 40.61 FEET; THENCE S35°47'14"E, 38.01 FEET; THENCE S49°44'44"E, 29.15 FEET; THENCE S31°19'01"E, 32.11 FEET; THENCE S54°28'15"E, 40.23 FEET; THENCE S62°36'26"E, 47.43 FEET; THENCE S66°33'17"E, 80.29 FEET; THENCE S32°56'04"W, 33.64 FEET; THENCE S42°34'37"W, 25.36 FEET; THENCE N77°12'42"E, 47.51 FEET; THENCE S51°04'17"E, 28.41 FEET; THENCE S29°01'49"E, 54.28 FEET; THENCE S13°28'05"E, 58.59 FEET; THENCE S19°17'22"E, 45.44 FEET; THENCE DEPART SAID MEAN HIGH WATER LINE S75°54'48"W, 168.23 FEET; THENCE N14°19'33"W, 18.17 FEET; THENCE S75°40'27"W, 12.02 FEET TO THE POINT OF BEGINNING; THENCE S75°40'27"W, 164.89 FEET; THENCE N14°19'33"W, 128.96 FEET; THENCE N75°03'35"E, 25.72 FEET; THENCE N14°56'25"W, 23.80 FEET; THENCE N75°03'35"E, 139.43 FEET; THENCE S14°19'33"E, 154.53 FEET TO THE THE POINT OF BEGINNING;

AND EXCEPT (EXCEPTION PARCEL 4)

A PORTION OF LOT 3, BLOCK 1, HENRY P. HAND SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 185 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF LOT 2, SAID MARY ROUTH SMITH SUBDIVISION WITH THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD 5, RIDGEWOOD AVENUE) THENCE RUN S22°54'23"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 603.10 FEET; THENCE DEPART SAID EASTERLY RIGHT OF WAY LINE N72°29'34"E, 207.40 FEET TO THE POINT OF BEGINNING; THENCE N72°29'34"E, 21.59 FEET; THENCE S17°30'26"E, 28.58 FEET; THENCE S72°29'34"W, 21.59 FEET; THENCE N17°30'26"W, 28.58 FEET TO THE POINT OF BEGINNING.

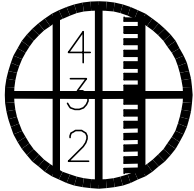
THE NET AREA OF THE ABOVE BEING 8.075 ACRES, MORE OR LESS.

FOR: THE CITY OF PORT ORANGE, FLORIDA

DESCRIPTION: PORT ORANGE RIVERWALK PARK

JOB #21-1418

SHEET 5 OF 6



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

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SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.

2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

3. BEARING STRUCTURE ASSUMED NORTH WITH THE BEARING ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 BEING N22°54'23"W.

4. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

5. DESCRIPTION PREPARED BY SLIGER & ASSOCIATES, INC. 8/25/2021

REFERENCE: PORT ORANGE RIVERWALK PARK

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF DESCRIPTION	CITY OF PORT ORANGE, FLORIDA	AUGUST 26, 2021	21-1418
NOT CERTIFIED	TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE		

SHEET 6 OF 6

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: CITY OF PORT ORANGE, FLORIDA

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	AUGUST 26, 2021	21-1418		JZ	DH
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Joseph E Zapert
Digitally signed by Joseph E Zapert
Date: 2021.08.30 09:39:39 -0400

J.E. ZAPERT, P.L.S. NO. 4046

Prepared by and Return to:
William McMahon, FCCM
Florida Department of Environmental Protection
8800 Baymeadows Way West
Jacksonville, FL 32256

RELEASE OF GRANT AWARD AGREEMENT

THIS RELEASE OF GRANT AWARD AGREEMENT is executed this _____ day of _____, 2022, by the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Environmental Protection, in order to release terms, conditions, and restrictions on the use of property described in the Grant Award Agreement dated May 10, 2004, Award #02-094-FF2, contract #04-CT-8L-02-F2-J1-094, said property also being known as the Marcantonio Town Center ("Grant Parcel").

WHEREAS, the City of Port Orange ("Recipient") applied for and received a grant award to purchase the Grant Parcel; and

WHEREAS, the Grant Parcel is subject to certain covenants and restrictions imposed by the Grant Award Agreement recorded in the public records of Volusia County at Official Records Book 5325, Page 1309 *et seq.*; and

WHEREAS, the Recipient subsequently submitted a request to the FCT to exchange the Grant Parcel for additional property adjacent to other parcels acquired through FCT funding and governed by similar covenants and restrictions; and

WHEREAS, the FCT Governing Board approved the requested land exchange at a regularly scheduled meeting held February 16, 2022; and

WHEREAS, the Recipient has met all conditions and requirements of the proposed land exchange pursuant to Rule 62-818.016, F.A.C.;

NOW THEREFORE, the FCT hereby releases Parcel Number 6303-11-02-0070 from the covenants and restrictions placed upon it by Grant Award Agreement recorded in the public records of Volusia County at Official Records Book 5325, Page 1309 *et seq.* Parcel Number 6303-11-02-0070 is more particularly described as follows:

Lots 7 and 8, except the West 292 feet thereof and riparian rights, Block B, Wilson's Port Orange, according to the plat thereof, recorded in Map Book 1, Page 154 of the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the FCT has caused these presents to be executed in its name by its Chair, the date first above written.

Witnesses:

FLORIDA COMMUNITIES TRUST

Signature – 1st Witness

By: _____
Mara Gambinieri, Chair

Printed Name – 1st Witness

Signature – 2nd Witness

Approved for Form and Sufficiency:

Printed Name – 2nd Witness

By: _____
Lois La Seur, Trust Counsel

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 2022, by Mara Gambinieri, as Chair of the Florida Communities Trust, on behalf of Florida Communities Trust. She is personally known to me.

[Notary Seal]

Notary Public

Print Notary Name

Commission Expiration: _____

Commission Number: _____

RESOLUTION NO. 21-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ENDORSING AND CONCEPTUALLY APPROVING THE PROPOSAL OF THE CITY OF PORT ORANGE, FLORIDA, PURSUANT TO RULE 62-818.016, FLORIDA ADMINISTRATIVE CODE, FOR A LAND EXCHANGE AND RELOCATION OF THE GRANT BENEFITS AND OBLIGATIONS FROM THE MARCANTONIO PROPERTY (3814 HALIFAX DRIVE) TO A PORTION OF THE RIVERWALK PARK PROPERTY WHICH IS CONTIGUOUS TO THE HOFFMEISTER/WILSON PROPERTY, A TRUST PROJECT SITE; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SAME; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, in June of 2004, the City of Port Orange, Florida ("City") was awarded a Florida Communities Trust (FCT) grant in the amount of \$133,217 to partially fund the acquisition of a +/- 0.74-acre property, known as "Marcantonio Property", in furtherance of creating public recreational open space in the Port Orange Town Center Community Redevelopment Area "(CRA)"; and

WHEREAS, subsequent to the acquisition of the Marcantonio Property, development of public recreational open space along the Halifax River was achieved with the completion of the public park parcel consisting of +/- 8.075 acres, known as Riverwalk Park, north of the Marcantonio Property, within the Port Orange Town Center Community Redevelopment Area; and

WHEREAS, the Riverwalk Park property provides premier waterfront public recreational open space that exceeds the Marcantonio Property grant obligations in that the amount of public open space and recreational and educational opportunities provided with the Riverwalk Park property are much greater than what could be developed on the Marcantonio property; and

WHEREAS, the Riverwalk Park property, as developed, includes the property known as "Hoffmeister/Wilson Property" that is subject to an FCT Grant Award Agreement. Said property is

the Trust Project Site that is contiguous to the proposed exchange parcel, said parcel being a portion of the Riverwalk Park property; and

WHEREAS, the purposes contained in the Amended and Restated Riverwalk Park Management Plan (*FKA Management Plan for Town Center Hoffmeister/Wilson Properties 01-129-FF1 & Marcantonio House 02-094-FF2*), ensures that the Riverwalk Park property will be developed and maintained in accordance with the FCT Grant Award Agreement and continue to further the intended redevelopment goals of the Town Center Redevelopment Area by increasing the recreational and educational opportunities for the citizens and visitors of the City; and

WHEREAS, Part 2(a) of Rule 62-818.016, F.A.C. requires "a written statement from the Recipient's governing council that it has reviewed the proposal and that the governing body conceptually approves the proposed land exchange by an affirmative vote of at least 3/4 of its members or the local requirement, whichever is higher".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. Acknowledgement of Recitals. The foregoing recitals are hereby acknowledged as being true and correct and are incorporated herein.

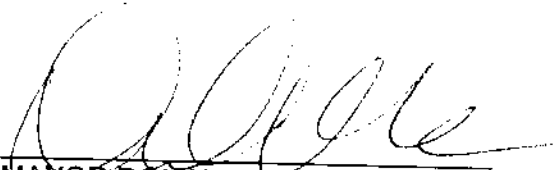
Section 2. Purpose. The City Council, as the governing council of the city of Port Orange, Florida, declares it has reviewed the proposal to relocate the FCT Grant benefits and obligations from the Marcantonio Property to the Riverwalk Park property, and the City Council conceptually approves the proposed land exchange.

Section 3. Applicable Law. The City shall comply with all applicable law in regard to the public availability of records of official acts by public entities such as the City, including making this Resolution available for public inspection.

Section 4. Compliance. It is the intent of the City that the purpose of this Resolution is to meet the requirements of Rule 62-818.016, F.A.C., and to be a declaration of official intent and conceptual approval of the relocation of the FCT Grant benefits and obligations from the Marcantonio Property to the Riverwalk Park Property under such Rule.

Section 5. Severability. In the event that any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Resolution which shall remain in full force and effect.

Section 6. Effective Date. This Resolution shall become effective immediately upon adoption.


MAYOR DONALD O. BURNETTE

ATTEST:


Robin L. Fenwick, MMC, City Clerk

Passed and adopted on the 19 day of October, 2021.

Reviewed and Approved: 
Shannon K. Balmer, Assistant City Attorney





CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/6/2022

SUBJECT: (E14) Second Reading - Ordinance No. 2022-21 - Eighth Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development (Case No. 22-40000002)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life
4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2022-21, approving the Eighth amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development; authorize Mayor and City Clerk to sign all necessary documents.

SUMMARY: Planning Commission Action (7/21/2022): Recommended Approval (6-0)

The proposed 8th Amendment to the Master Development Agreement (MDA) for the Crystal Lake Planned Unit Development (PUD) is to add the uses allowed in the Commercial Industrial (CI) zoning district to the list of uses allowed on Lot 17 of the Crystal Lake PUD. Lot 17 of the Crystal Lake PUD is located on the south side of Reed Canal Road, west of Nova Road.



The subject property is currently regulated by the Crystal Lake MDA, as amended, and the Land Development Code (LDC). According to the applicant, the requested 8th Amendment is to allow additional industrial-type uses that could be developed on Lot 17, specifically the mini-warehouse use. If the amendment is approved, the applicant intends to develop Lot 17 with a mini-warehouse/office development like the mini-warehouse/office project developed by the applicant on Commercial Industrial (CI) zoned property along Oak Street in Port Orange. The mini-warehouse/office use would allow for the development of multi-unit buildings that would primarily be used for individual self-contained storage of business and household goods, or for contractor's supplies without an office use. The units in these buildings are typically unfinished, but a tenant could build out the unit to locate a small business or can leave it unfinished for self-storage. The proposed amendment does not change any of the permitted uses or other development requirements for any other properties within the Crystal Lake PUD.

The Crystal Lake MDA was approved by the City Council in 2000 and established a mixed-use development with various tracts, each with a common purpose and design theme. Lot 17 is currently designated with a Future Land Use of Warehouse/Industrial as this area is adjacent to existing commercial/industrial areas within the City of South Daytona and provides the opportunity for light industrial businesses to locate within Port Orange.

In the Crystal Lake MDA, the permitted uses for Lot 17 currently include offices, office/warehouses, and the uses listed in the Light Industrial (LI) zoning district. According to the LDC, the uses allowed in the LI zoning district are typically manufacturing-type uses for industrial operations engaged in the fabrication or processing of products into finished goods.

While the office/warehouse facility use is already a permitted use on Lot 17, according to the LDC, it is defined as an office building with an attached warehouse to accommodate the office use and the building housing these two uses must be designed so it appears from the street as a typical professional office building, and any associated truck loading areas not being visible from that street. Because the applicant's proposed buildings could be used for the individual self-contained storage of household or business goods without an office use, and the proposed building design does not appear as a typical office building, the applicant proposed the amendment to allow the uses in the CI zoning district on Lot 17, which tend to be less intense storage, repair, services, and limited manufacturing uses so the property can be developed as a mini-warehouse/office facility.

Prior to development on Lot 17, a site plan will be required to be submitted to the city and approved by the Staff Development Review Committee (SDRC). Any development on Lot 17 will be required to meet the standard commercial site requirements (landscape buffers, screening, tree preservation, architecture, traffic concurrency, drainage and other infrastructure, parking, etc.) in the City's Land Development Code.

The staff report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ord. No. 2022-21 with Exhibit	8-16 Ord for Eighth Amendment to Crystal Lake.pdf
2.	Staff Report	CC Staff Report Crystal Lake 8th MDA Amendment.pdf

Robin FenwickCreated/Initiated - 8/18/2022

ORDINANCE NO. 2022-21

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROVING THE EIGHTH
AMENDMENT TO THE MASTER DEVELOPMENT
AGREEMENT FOR CRYSTAL LAKE PLANNED UNIT
DEVELOPMENT (PUD); PROVIDING FOR THE REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY OF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the Eighth Amendment to the Master Development Agreement for Crystal Lake Planned Unit Development (PUD) ("MDA"); (hereinafter referred to as the "Eighth Amendment"); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the Eighth Amendment; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by majority vote recommended approval of the proposed Eighth Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the approval of the Eighth Amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby approve the Eighth Amendment (attached hereto as **Exhibit "1"**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said Eighth Amendment.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____, 2022

Passed and adopted on second and final reading on the day of _____,
2022

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

Exhibit "1"

EIGHTH AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE CRYSTAL LAKE PLANNED UNIT DEVELOPMENT (PUD)

THIS EIGHTH AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE CRYSTAL LAKE PLANNED UNIT DEVELOPMENT (PUD) (the "**Eighth Amendment**") is made this _____ day of _____, 2022, by and among the City of Port Orange, a political subdivision of the State of Florida ("**City**") whose address is 1000 City Center Circle, Port Orange, Florida 32129 and Quest Design Group, a Florida limited liability company whose address is 2758 Peninsula Drive, Daytona Beach, FL 32118 ("**Property Owner**").

WHEREAS, the City, John T. Self (together with John T. Self's wife, Barbara W. Self, who is now deceased), Robert Beatty, III, Rebecca Joyce Beatty Perkins, Elizabeth Ann Beatty Hayes and RSIII, Inc., a Florida corporation ("**RSIII, Inc.**") (as the contract purchaser of the subject property), previously entered into an agreement and covenant to bind their successors and assigns to the terms and provisions of a development agreement entitled "Master Development Agreement For the Crystal Lake Planned Unit Development (PUD)", recorded in Official Records Book 4517, Page 1749, public records of Volusia County, Florida (the "**Master Development Agreement**"), relating to property described therein; and

WHEREAS, the Master Development Agreement was amended by that certain First Amendment to the Crystal Lake PUD Development Agreement recorded in Official Records Book 4612, at Page 4011 (the "**First Amendment**"); and that certain Second Amendment to Crystal Lake PUD Development Agreement recorded in Official Records Book 4704, at Page 417 (the "**Second Amendment**"); and that certain Third Amendment to Master Development Agreement for Crystal Lake Planned Unit Development ("PUD") recorded in Official Records Book 4876 at Page 1749 (the "**Third Amendment**"); and that certain Fourth Amendment to Master Development Agreement for Crystal Lake Planned Unit Development ("PUD") recorded in Official Records Book 5078 at Page 2022 (the "**Fourth Amendment**"); and that certain Fifth Amendment to Master Development for Crystal Lake Planned Unit Development ("PUD") recorded in Official Records Book 5204 at Page 3392 ("**Fifth Amendment**"); and that certain Sixth Amendment to Master Development for Crystal Lake Planned Unit Development ("PUD") recorded in Official Records Book _____ at Page _____ ("**Sixth Amendment**"); and that certain Seventh Amendment to Master Development for Crystal Lake Planned Unit Development ("PUD") recorded in Official Records Book _____ at Page _____ ("**Seventh Amendment**"). The Master Development Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, and the Seventh Amendment is now hereinafter collectively referred to as the "Master Development Agreement".

WHEREAS, the Property Owner is the owner of the property more particularly described in **Exhibit "A" ("Property")**, which is the only property impacted by this Eighth Amendment.

WHEREAS, the City and Property Owner wish to further amend the Master Development Agreement as applies to the Property for the purposes as set forth herein below.

NOW, THEREFORE, the parties, in consideration of the mutual premises and covenants contained herein, and with the intent to be legally bound and to bind their successors and assigns, due hereby agree as follows:

1. The recitals and premises set forth above are true and correct, form a material part of this Eighth Amendment and are incorporated herein by reference.

2. Paragraph 2. **DEVELOPMENT PLAN**, Section 2(d)(4) of the Master Development Agreement is hereby amended, as follows:

(4) In regard to Tract 4, the development placed on Lot 15 will maintain a vegetative buffer on its northern edge to aid screening the view of the auto salvage yard. Lot 16 is located on the south side of Reed Canal Road and it is adjacent to the Atlantic High School campus. Lot 16 may be acquired by the City under a separate agreement for recreational use, potentially through integration into the Atlantic High School site. If Lot 16 is not acquired by the City on or before December 15, 2001, then Lot 16 may be developed for office, office/warehouse, or uses allowed by the light industrial (LI) zoning classification, in the same fashion as Lot 17. Lot 17 which is south of Reed Canal Road and east of Lot 16 is to be developed for office, office/warehouse, or other uses allowed by the light industrial (LI) zoning classification and uses allowed by commercial industrial (CI) zoning classification. The uses placed on Lot 17 shall utilize architectural facades to minimize the visual impact to Reed Canal Road.

3. Paragraph 5. **DEVELOPMENT CONCEPT**, Section 5 of the Master Development Agreement as previously amended, is hereby further amended as follows:

[Unchanged].

Lot 17 which is south of Reed Canal Road and east of Lot 16 will be developed for office, office/warehouse, commercial industrial, or light industrial use. The uses placed on Lot 17 shall utilize architectural facades to minimize the visual impact to Reed Canal Road.

4. Exhibit C. **PERMITTED USES AND DIMENSIONAL REQUIREMENTS**, Section 1(d)-PERMITTED USES Tract 4 of the Master Development Agreement as previously amended, is hereby further amended as follows:

[Unchanged].

Lot 17: Offices
 Office/warehouse facilities
 All other uses permitted under the Light Industrial (LI) classification*
 All other uses permitted under the Commercial Industrial (CI) classification*

*Subject to special development requirements or special exception criteria, if applicable.

5. This Eighth Amendment shall be effective as of the date it is executed by all parties.

6. This Eighth Amendment shall be recorded in the public records of Volusia County, Florida, at the Developer's expense.

7. The Master Development Agreement, as previously enacted and amended by the First, Second, Third, Fourth, Fifth, Sixth, and Seventh Amendments thereto, shall remain in full force and effect except with respect to those matters specifically amended by this Eighth Amendment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Eighth Amendment, by and through their duly authorized representatives, on the respective dates below:

WITNESSES:

CITY:

CITY OF PORT ORANGE, a Florida municipal Corporation

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

By: _____
MAYOR DONALD O. BURNETTE

Attest: _____
Robin L. Fenwick, MMC, City Clerk

Date: _____

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____ 2022, by Donald O. Burnette, Mayor of the City of Port Orange, Florida, and by Robin L. Fenwick, City Clerk of the City of Port Orange, Florida a Florida Municipal Corporation, on behalf of the City. They are personally known to me and did not take an oath.

Print Name:
Notary Public, State of Florida
My commission expires:

IN WITNESS WHEREOF, the party has executed this Eighth Amendment, by and through its duly authorized representative, on the date below:

Quest Design Group LLC:

Quest Design Group LLC, a Florida limited liability company

Print Name: _____

By: _____
John T. Hinton, Jr., Managing Member

Date: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2022, by John T. Hinton, Jr., Managing Member of Quest Design Group, a Florida limited liability company who is personally known to me and did not take an oath.

Print Name:
Notary Public, State of Florida
My commission expires:

EXHIBIT A
LEGAL DESCRIPTION
CRYSTAL LAKE MDA 8th AMENDMENT

THE LEGAL DESCRIPTION AS SHOWN HEREON WAS TAKEN VERBATIM FROM OFFICIAL RECORDS BOOK 5168, PAGE 3929, AS RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THAT PORTION LYING SOUTH OF REED CANAL ROAD AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED, ALL BEING A PORTION FRACTIONAL SECTION 32, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF FRACTIONAL SECTION 32, TOWNSHIP 15 SOUTH, RANGE 33 EAST, COUNTY OF VOLUSIA, FLORIDA, RUN THENCE NORTH 89 DEGREES 43 MINUTES 25 SECONDS EAST ALONG THE SOUTH LINE OF SAID FRACTIONAL SECTION 32, A DISTANCE OF 311.43 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF REED CANAL ROAD (A 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), SAID POINT ALSO BEING ON A CURVE CONCAVE NORTHWESTERLY AND TO THE LEFT, SAID CURVE HAVING A RADIUS 1203.32 FEET, A CENTRAL ANGLE OF 34 DEGREES 51 MINUTES 52 SECONDS, A CHORD BEARING OF NORTH 57 DEGREES 28 MINUTES 33 SECONDS EAST, A CHORD DISTANCE OF 720.97 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 732.22 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N 40 DEGREES 02 MINUTES 37 SECONDS EAST ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF REED CANAL ROAD A DISTANCE OF 470.45 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 40 DEGREES 02 MINUTES 37 SECONDS EAST ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF REED CANAL ROAD A DISTANCE OF 89.86 FEET THE POINT OF CURVE CONCAVE SOUTHEAST AND TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1658.07 FEET, A CENTRAL ANGLE OF 20 DEGREES 09 MINUTES 02 SECONDS, A CHORD BEARING OF NORTH 50 DEGREES 07 MINUTES 08 SECONDS EAST, A CHORD DISTANCE OF 580.13 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 583.14 FEET TO THE WEST LINE OF LOT 1, BLOCK 1, MAP OF DUNLAWTON AS RECORDED IN DEED BOOK "M", PAGE 187, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 25 DEGREES 05 MINUTES 15 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 615.90 FEET TO THE NORTH WEST CORNER OF LOT 4, BLOCK 1, OF SAID MAP OF DUNLAWTON; THENCE SOUTH 26 DEGREES 48 MINUTES 56 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 4 A DISTANCE OF 329.93 FEET TO THE NORTH LINE OF THE SOUTH ONE-HALF OF AFOREMENTIONED LOT 4; THENCE SOUTH 80 DEGREES 04 MINUTES 56 SECONDS WEST ALONG THE NORTH LINE OF LOT 1, MAGNOLIA GROVE AS RECORDED IN MAP BOOK 2, PAGE 69 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 522.99 FEET; THENCE SOUTH 88 DEGREES 04 MINUTES 26 SECONDS WEST ALONG THE SAID NORTH LINE OF LOT 1, MAGNOLIA GROVE, A DISTANCE OF 151.01 FEET; THENCE NORTH 01 DEGREES 55 MINUTES 34 SECONDS WEST A DISTANCE OF 308.03 FEET; THENCE NORTH 49 DEGREES 57 MINUTES 23 SECONDS WEST A DISTANCE OF 308.95 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 10.714 ACRES MORE OR LESS.

Prepared by:
Kuhar Surveying and Mapping, LLC
1501 Ridgewood Ave
Daytona Beach, FL 32117
March 22, 2022



STAFF REPORT

8th Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development Case No. 22-40000002

REQUEST:	To approve the 8 th Amendment to the Master Development Agreement (MDA) for the Crystal Lake Planned Unit Development (PUD) to add the uses allowed in the Commercial Industrial (CI) zoning district to the list of uses allowed on Lot 17 of the Crystal Lake PUD.
LOCATION:	1101 Reed Canal Road
APPLICANT:	Chad Cowart, Cowart & Sons Development, LLC
PROPERTY OWNER:	Quest Design Group, LLC
STAFF CONTACT:	Gwen Perney, Principal Planner (386) 506-5673
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 6-0 (July 21, 2022)
CITY COUNCIL:	August 16, 2022

DEVELOPMENT PROPOSAL

The proposed 8th Amendment to the Crystal Lake Master Development Agreement (MDA) is to add the uses allowed in the Commercial Industrial (CI) zoning district to the list of permitted uses for Lot 17 of the Crystal Lake PUD. Lot 17 of the Crystal Lake PUD is located on the south side of Reed Canal Road, west of Nova Road.

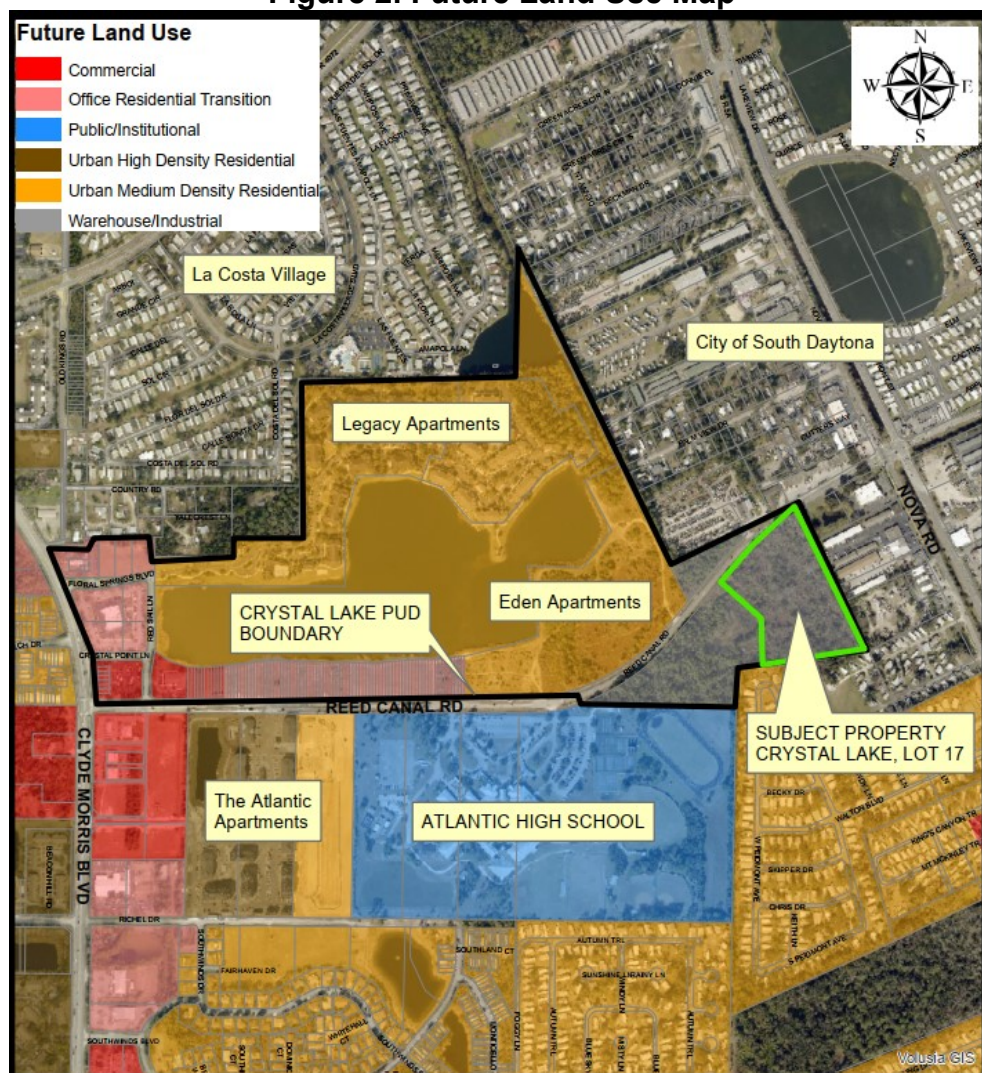
Figure 1. Location Map



The subject property is currently regulated by the Crystal Lake MDA, as amended, and the Land Development Code (LDC). According to the applicant, the requested 8th Amendment is to allow additional industrial-type uses that could be developed on Lot 17, specifically the mini-warehouse use. If the amendment is approved, the applicant intends to develop Lot 17 with a mini-warehouse/office development like the mini-warehouse/office development built by the applicant on Commercial Industrial (CI) zoned property along Oak Street in Port Orange. The proposed amendment does not change any of the permitted uses or other development requirements for any other properties within the Crystal Lake PUD area.

The Crystal Lake MDA was approved by the City Council in 2000 and established a mixed-use development with various tracts, each with a common purpose and design theme. The properties on the eastern end of the PUD (Lots 15, 16, and 17) were designated with a Future Land Use of *Warehouse/Industrial* as this area is adjacent to existing commercial/industrial areas within the City of South Daytona and provides the opportunity for light industrial businesses to locate within Port Orange (Figure 2 – Future Land Use Map).

Figure 2. Future Land Use Map



In the Crystal Lake MDA, the permitted uses for Lot 17 currently include offices, office/warehouses, and the uses listed in the Light Industrial (LI) zoning district. According to the LDC, the uses allowed in the LI zoning district are typically manufacturing-type uses for industrial operations engaged in the fabrication or processing of products into finished goods, while the uses listed in the CI zoning district (Exhibit 1 – CI zoning uses) tend to be less intense storage, repair, services, and limited manufacturing uses.

According to the applicant, the request to add the uses allowed in the CI zoning district on Lot 17 is primarily to allow mini-warehouse as a permitted use, so a mini-warehouse/office development like other projects the applicant has constructed can be built on Lot 17. The applicant's typical mini-warehouse/office development is considered a mini-warehouse use since the buildings provide individual self-contained units of varying sizes that are typically used for the storage of business and household goods, or for contractor's supplies. The applicant states that their typical buildings have garage doors in the front of the building along with a standard door for access (Figure 3). The units in these buildings are typically unfinished but a tenant could build out the unit to locate a small business or can leave it unfinished and use it for self-storage.

Figure 3. Typical building in the applicant's existing mini-warehouse/office facility development



While the office/warehouse facility use is already a permitted use on Lot 17, according to the LDC, it is defined as an office building with an attached warehouse to accommodate the office use and the building housing these two uses must be designed so it appears from the street as a typical professional office building, and any associated truck loading areas not being visible from that street. Because the applicant's proposed buildings could be used for the individual self-contained storage of household goods without an office use, and the design of the buildings is not designed to appear as a typical office building,

the applicant proposed the amendment to allow the uses in the CI zoning district on Lot 17 so the property can be developed as a mini-warehouse/office facility.

Prior to development on Lot 17, a site plan will be required to be submitted to the city and approved by the Staff Development Review Committee (SDRC). Any development on Lot 17 will be required to meet the standard commercial site requirements (landscape buffers, screening, tree preservation, architecture, traffic concurrency, drainage and other infrastructure, parking, etc.) in the City's Land Development Code.

The proposed amendment has been reviewed by the Staff Development Review Committee (Police, Fire, Community Development, Public Utilities, Public Works, and City Attorney's Office).

CONSISTENCY WITH COMPREHENSIVE PLAN

Lot 17 is designated *Warehouse/Industrial* on the City's Future Land Use (FLU) Map. The original MDA was found to be consistent with the Comprehensive Plan when it was approved in 2000. The proposed 8th Amendment does not change the FLU designation for the subject property and is consistent with the general intent of the City's Comprehensive Plan.

RECOMMENDATION

Staff recommends approval of the 8th Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development, subject to review and approval by the City Attorney's Office for legal form and content.

ATTACHMENT

- Exhibit 1: List of Permitted Uses for the CI zoning district
- Exhibit 2: 8th Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development (see Ordinance Exhibit)

Exhibit 1
List of Permitted Uses for the CI zoning district

Permitted uses.

- (1) Adult/vocational education.
- (2) Antennas.
- (3) Appliance/electronic repair shops.
- (4) Boat repair, engine.
- (5) Business services.
- (6) Commercial/industrial equipment and supplies.
- (7) Commercial/industrial services.
- (8) Commercial/industrial warehouses.
- (9) Construction and home improvement contractor.
- (10) Fleet-based services.
- (11) Greenhouses and nurseries (wholesale and retail).
- (12) Infrastructure construction contractor's yard.
- (13) Laboratory, research and development.
- (14) Laundry and dry cleaning plants.
- (15) Maintenance contractors.
- (16) Manufacturing: craftsman shops.
- (17) Manufacturing: fabrication.
- (18) Manufacturing: limited.
- (19) Mini-warehouses.
- (20) Motor vehicle and boat storage facilities.
- (21) Motor vehicle repair facilities.
- (22) Motor vehicle service stations.
- (23) Motor vehicle towing and impoundment.
- (24) Offices.
- (25) Taxidermy.
- (26) Transportation services.
- (27) Truck/trailer/automobile rental.
- (28) Wholesalers and distributors.

Permitted uses with special development requirements (chapter 18, section 4).

- (1) Brewery (subsection 3.7).
- (2) Kennels (subsection 8).
- (3) Health/exercise club (subsection 6).
- (4) Motor vehicle sales (subsection 9.75).

Special exception uses (chapter 18, section 3).

- (1) Adult entertainment (subsection 1).
- (2) Used motor vehicle parts yards (subsection 23).



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/6/2022

SUBJECT: (E15) Second Reading - Ordinance No. 2022-22 - LDC
Amendment/Chapter 2 & Chapter 5 (Case No. 22-25000005)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life
4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2022-22, amending Chapters 2 and 5 of the Land Development Code.

SUMMARY: Planning Commission Action (7/21/2022): Recommended Approval (Vote 6-0)

The proposed amendment to Chapters 2 and 5 of the Land Development Code (LDC) adds definitions for a speculative home and model home, updates the name of the agencies required to approve state-issued permits for water and sewer, adds requirements to allow a limited number of speculative homes to be built within a subdivision prior to the recording of a subdivision plat, and adds requirements for the development of speculative homes. The proposed amendment is to assist in the delivery of new homes by allowing the construction of speculative homes to begin prior to the recording of a subdivision plat and allowing for more timely delivery of homes soon after a subdivision is completed and accepted. Due to delays in delivery of materials, supply chain issues, and shortages of workers, construction timeframes for homes have lengthened from previous years. According to home builders in Port Orange, a typical single-family home that took 4-6 months to complete in 2020 now takes 6-10 months to complete.

A speculative home cannot be sold until the subdivision plat has been recorded and a Certificate of Occupancy will not be issued for a speculative home until the subdivision plat has been recorded and all subdivision infrastructure has been completed and approved.

Language has been proposed to differentiate between model homes and speculative homes by providing a clear definition of each, with the main distinction being that a model home is used for demonstration and sales purposes, is not occupied as a dwelling unit, and is open to the public for tours, and negotiation or execution of sales contracts. A speculative home is a new residential dwelling that a home builder builds on the speculation that it will sell, and it is not used for demonstration and sales

purposes or open to the public.

Similar to the current requirements in the LDC for the construction of model homes prior to the recording of a subdivision plat, the proposed amendment includes requirements for the construction of speculative homes prior to the recording of a subdivision plat. The following requirements would apply to the construction of a speculative home prior to the recording of a subdivision plat:

- a. No more than ten percent (10%), rounded to the nearest whole number, of the lots in a subdivision or subdivision phase may be constructed as speculative homes. The number of speculative homes permitted does not affect the number of model homes allowed in a subdivision or subdivision phase.
- b. Speculative homes shall be constructed on lots in clusters of two or more homes within the same subdivision or subdivision phase.
- c. Permanent sewer connections shall not be made until the sanitary sewer system has been completed and certified to the Florida Department of Environmental Protection (FDEP).
- d. Construction of access roads to speculative home sites prior to building permit issuance, to the extent necessary to allow sufficient access by city inspection and public safety vehicles.
- e. Provision for fire protection, including testing and approval of the water system by the Florida Department of Health (FDOH), if on-site hydrants are required to service the area where the proposed speculative homes will be constructed.

The staff report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2022-22	8-16 Ord. No. 2022-22 LDC Amendment Ch 2 and 5.pdf
2.	Staff Report	Final Staff Report_Spec Homes LDC Amendments.pdf

Robin Fenwick

Created/Initiated - 8/18/2022

ORDINANCE NO. 2022-22

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA AMENDING THE LAND
DEVELOPMENT CODE CHAPTERS 2 AND 5 TO PROVIDE
DEFINITIONS FOR SPECULATIVE AND MODEL HOMES;
UPDATE REQUIREMENTS FOR MODEL HOMES;
CREATE PROVISIONS FOR THE DEVELOPMENT OF
SPECULATIVE HOMES IN ORDER TO ALLOW THE
CONSTRUCTION THEREOF PRIOR TO PLATTING IN AID
OF MORE TIMELY DELIVERY OF HOMES AFTER
PLATTING IS COMPLETE; PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning Commission has recommended amendments to the
Land Development Code; and

WHEREAS, the proposed amendments are necessary to improve the content of
the existing Land Development Code ("Code") as part of an ongoing maintenance effort
to make the Code and the development review process more efficient and consistent in
its application.

WHEREAS, for purposes of this ordinance words with underlined (underlined)
type shall constitute additions to the original text and words with strikethrough
(~~strikethrough~~) type shall constitute deletions from the original text.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY
OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1: The City Council of the City of Port Orange hereby amends
Chapter 2 of the Land Development Code, to add the following definitions:

Chapter 2 - DEFINITIONS AND INTERPRETATIONS

Model home. A residential building used for demonstration and sales purposes, not occupied as a dwelling unit, and open to the public for inspection, tours and negotiation or execution of sales contracts for the sale of that builder's homes or products.

Speculative home. A new residential dwelling that a home builder builds on the speculation that it will sell and shall not be used for demonstration and sales purposes or open to the public.

SECTION 2: The City Council of the City of Port Orange hereby amends Chapter 5 of the Land Development Code, to read as follows:

Chapter 5 – SUBDIVISIONS

[No changes to Sections 1 thru 8]

Section 9: - Model homes.

Model home construction prior to plat recording shall only be allowed upon compliance with the following requirements:

- (a) Subdivisions without a recorded plat shall be allowed up to a total of 6 model homes subject to the following requirements:
 - ~~(1) Water meters for the model homes shall not be installed until the subdivision improvements have been accepted by the city.~~
 - (12) Permanent sewer connections shall not be made until the sanitary sewer system has been completed and certified to Florida Department of Environmental Protection (FDEP).
- ~~(b) Model home construction prior to plat recording shall only be allowed upon compliance with the following requirements:~~
 - (21) Provision for fire protection, including testing and approval of the water system by the Florida Department of Health Environmental Protection (FDOHEP), if on-site hydrants are required to service the area where the proposed models will be constructed.
 - (32) Construction of access roads to the model home sites prior to building permit issuance, to the extent necessary to allow sufficient access by city inspection vehicles.
 - (43) Temporary parking for model home sites may be constructed of gravel or other pervious or semi-pervious material; however, required handicap accessible parking spaces shall be constructed in accordance with the city's standard construction details.

Additional requirements, restrictions, and conditions may be imposed by the administrative official to address specific site or project concerns.

Section 9.5: - Speculative homes.

Speculative home construction prior to plat recording shall only be allowed upon compliance with the following requirements:

- (a) No more than ten percent (10%), rounded to the nearest whole number, of the lots in a subdivision or subdivision phase may be constructed as speculative homes. The number of speculative homes permitted does not affect the number of model homes allowed in a subdivision or subdivision phase.
- (b) Speculative homes shall be constructed in clusters of two or more homes within the same subdivision or subdivision phase.
- (c) Permanent sewer connections shall not be made until the sanitary sewer system has been completed and certified to Florida Department of Environmental Protection (FDEP).
- (d) Construction of access roads to the speculative home sites prior to building permit issuance, to the extent necessary to allow sufficient access by city inspection vehicles.
- (e) Provision for fire protection, including testing and approval of the water system by the Florida Department of Health (FDOH), if on-site hydrants are required to service the area where the proposed speculative homes will be constructed.

[No changes to the Section 10]

SECTION 3: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 4: The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 5: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6: This Ordinance shall take effect immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney



STAFF REPORT

CASE NO. 22-25000005

LDC Amendment/Chapter 2 & Chapter 5

REQUEST:	To amend the Land Development Code (LDC) to update requirements for model homes to reflect current procedures and reporting agencies and add definitions for model homes and speculative homes and establish regulations for the construction of speculative homes prior to subdivision plat recording.
APPLICANT:	City of Port Orange
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 6-0 (July 21, 2022)
CITY COUNCIL DATE:	August 16, 2022

INTRODUCTION

Staff has been updating the Land Development Code (LDC) in phases over the past several years. Prior amendments included updates to sign regulations, the “green” building initiative, erosion control, floodplain management, updates to Building Code references, county-wide Traffic Impact Analysis standards, school concurrency, Construction Standards modifications, site plan, and subdivision regulations, removal of select uses from the Ridgewood Corridor zoning district, zero lot line homes in the R-2D zoning district, microbreweries, architecture requirements, economic development – Ridgewood targeted businesses, tree preservation, redevelopment related amendments to the Riverwalk Overlay District and the Planned Commercial-Riverwalk (PC-R) zoning district, and others.

PROPOSED AMENDMENT

The proposed amendment to Chapters 2 and 5 of the Land Development Code (LDC) updates requirements for model homes to reflect current procedures and reporting agencies and adds requirements to allow a limited number of speculative homes to be built prior to the recording of a subdivision plat in order to assist in the delivery of new attached and detached single-family homes. Due to delays in delivery of materials, supply chain issues, and shortage of workers; construction timeframes for homes have lengthened. Allowing the construction of speculative homes to begin prior to the recording of a subdivision plat will allow for more timely delivery of homes soon after a subdivision is completed and accepted.

Language has been proposed to differentiate between model homes and speculative homes by providing a clear definition of each, with the main distinction being that a model home is used for demonstration and sales purposes, is not occupied as a dwelling unit, and open to the public for tours, and negotiation or execution of sales contracts. A speculative home is a new residential dwelling that a home builder builds on the

speculation that it will sell, and it is not used for demonstration and sales purposes or open to the public.

Similar to the current requirements in the LDC for the construction of model homes prior recording of a subdivision plat, the proposed amendment includes the following regulations for speculative homes built prior to recording of a subdivision plat:

- a) No more than ten percent (10%), rounded to the nearest whole number, of the lots in a subdivision or subdivision phase may be constructed as speculative homes. The number of speculative homes permitted does not affect the number of model homes allowed in a subdivision or subdivision phase.
- (b) Speculative homes shall be constructed on lots in clusters of two or more homes within the same subdivision or subdivision phase.
- (c) Permanent sewer connections shall not be made until the sanitary sewer system has been completed and certified to Florida Department of Environmental Protection (FDEP).
- (d) Construction of access roads to the speculative home sites prior to building permit issuance, to the extent necessary to allow sufficient access by city inspection vehicles.
- (e) Provision for fire protection, including testing and approval of the water system by the Florida Department of Health (FDOH), if on-site hydrants are required to service the area where the proposed speculative homes will be constructed.

RECOMMENDATION

Staff recommends approval of the amendments to Chapters 2 and 5 of the Land Development Code (LDC).

ATTACHMENT

Exhibit 1: Proposed LDC Amendment to Chapters 2 and 5 (see Ordinance Exhibit)



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/6/2022

SUBJECT: (F16) First Reading - Ordinance No. 2022-23 - Prohibiting Smoking in City Parks

DEPARTMENT: Parks & Recreation

GOAL: 3 - Quality of Life 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Ordinance No. 2022-23 and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: The Florida Legislature passed legislation to allow municipalities to write an ordinance against smoking in parks and beaches. The legislation will allow us to ban smoking of all materials except for unfiltered cigars. The staff is recommending that we ban smoking at publicly owned parks and youth athletic activities. Appropriate signage will be installed in various locations in the parks.

The Parks & Recreation Advisory Board discussed this item on July 19, 2022 and recommended approval.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Ord. No. 2022-23 - Smoking in Parks	Ord. No. 2022-23 - Smoking in Parks.pdf
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Susan Lovallo	Created/Initiated - 8/15/2022
Susan Lovallo	Approved - 8/15/2022
John McKinney	Approved - 8/15/2022
Matthew Jones	Approved - 8/31/2022
Wayne Clark	Approved - 8/31/2022
Robin Fenwick	Final Approval - 9/1/2022

ORDINANCE NO. 2022-23

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 50
OF THE CODE OF ORDINANCES, TO ESTABLISH
SECTION 50-40, PROHIBITING SMOKING OF TOBACCO
IN PARKS; PROVIDING FOR EXCEPTIONS; PROVIDING
FOR CODIFICATION; PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 386.209 of the Florida Statutes (2022) expressly authorizes municipalities to adopt and enforce restrictions as to smoking within the boundaries of any public parks that the municipality owns, and to further restrict smoking within the boundaries of public parks that are within the municipality's jurisdiction but are owned by the county, unless such restriction conflicts with a county ordinance; and

WHEREAS, Section 386.209 of the Florida Statutes (2022) preempts municipalities from further restricting unfiltered cigars beyond those restrictions established by State Law; and

WHEREAS, the City Council of the City of Port Orange desires to restrict the smoking of tobacco at its parks within the City of Port Orange; and

WHEREAS, the City Council of the City of Port Orange finds that the provisions of this Ordinance are in the best interests of the citizens of and visitors to the City of Port Orange, and that such restrictions are necessary for the health, safety and welfare of the citizens of and visitors to the City of Port Orange; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. Section 50-40 of the Code of Ordinances, City of Port Orange, Florida, is hereby established as shall read as follows:

Sec. 50-40. - Prohibiting smoking tobacco at publicly owned parks and youth athletic activities; exception.

- (a) *Definitions.* For purposes of this section the terms listed shall have the following meaning:

Youth athletic activity shall mean any event, game or other activity held within a public park owned by the city or Volusia County with participants who are less than 17 years of age and shall include 15 minutes before and after such activity.

Public property shall mean all public parks owned by the city or Volusia County including those facilities and buildings located therein which shall include, but not be limited to the following: bleachers, seating, gymnasiums, courts, fields, buildings, restrooms, parking lots, and playground areas.

- (b) It shall be unlawful for any person to possess any ignited tobacco product or to consume by smoking any tobacco product, except for unfiltered cigars, on any portion of the public property in the city described as follows:
- (1) Kenneth W. Parker Amphitheater - City Center Circle.
 - (2) Spruce Creek Road Park, including All Children's Park, pavilion and picnic facilities.
 - (3) Airport Road Park.
 - (4) City of Port Orange Skate Park.
 - (5) Port Orange REC, and all property and parking facilities within 300 feet.
 - (6) Riverwalk Park splash pad, playground and concession areas.
 - (7) Bushman Park Playground
 - (8) Volusia County Recreational Facilities.

- (c) It shall be unlawful for any person at a youth athletic activity to possess any ignited tobacco product or to consume by smoking any tobacco product, except for unfiltered cigars, on any portion of the public property described as follows:
 - (1) City Center Sports Complex.
 - (2) Southwinds Soccer Complex.
 - (3) Willow Run Park Facilities.
 - (4) Spruce Creek Road Park Fields and Courts.
 - (5) Coraci Sports Park.
- (d) The City Manager, or designee, is hereby authorized to display one or more signs prohibiting smoking at the parks and youth athletic activities as specified in this section.

Section 2. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provision of this ordinance are declared severable.

Section 5. This Ordinance shall be become effective upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Matthew J. Jones, City Attorney



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/6/2022

SUBJECT: (F17) Accept the Donation of a Caboose for Depot Park

DEPARTMENT: Parks & Recreation

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve and accept the donation of the caboose for Depot Park, subject to a donation agreement reviewed and approved by the City Manager and City Attorney, and authorize the City Manager and City Clerk to execute said agreement; and to authorize the City Manager and City Clerk to execute a license agreement on behalf of the City for the purpose of allowing the railway society to perform restoration work on city property.

SUMMARY: Mr. Larry Powers, who is the current president of the Railway Society, is requesting the city to accept the donation of a caboose to be placed in Depot Park, allow the railroad society's volunteers to perform restoration work, and raise money for these efforts. The railroad society is also requesting support from the city for some site work including light grading and providing electrical power to the site.

Mr. Powers and the Railroad Society plan to purchase the caboose and pay for the restoration. This work is estimated at \$70,000.

Attached is the email from Mr. Powers describing the caboose and what it will take to bring it here and what future ideas they have for the car and park. He will also attend the meeting to answer any specific questions.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Larry Powers Letter	Larry Powers Letter.pdf
2.	IMG_3850 (21)	IMG_3850 (21).JPG
3.	803	803.jpg

Peter Ferreira
Susan Lovallo
Shannon Balmer

Created/Initiated - 8/10/2022
Approved - 8/10/2022
Approved - 8/24/2022

Wayne Clark
Robin Fenwick

Approved - 8/24/2022
Final Approval - 8/25/2022

Hey Peter, I am writing this email at your request. The 806 was the last caboose used by the Florida East Coast Railway (FEC). It sat in the New Smyrna Yard for many years. It was part of the wreck train that serviced the FEC. It was originally a fast freight box car that could be attached to passenger trains.

The 806 is currently at the U.S. Sugar Yard on the south end of Lake Okeechobee near Clewiston. We know that the car rolled on rails as recently as three years ago when it was brought there from Ft. Pierce. We have two options for moving the 806. First, we could move it by rail to the New Smyrna yard. We would use a crane to remove the body from the wheel sets (trucks) and ship the trucks and body separately to the Depot. The Caboose would be reassembled on site. We might restore the Caboose and paint the 806 at the FEC yard. It would depend whether the FEC would allow the 806 to go to their yard and through their shop. The other option would be to move the 806 by truck the entire distance to the Depot. In that case, we would do the restoration on site. The advantage of using the FEC Shop is that they have the facilities. The advantage of restoring on site is that we would need several volunteers. This would help to broaden support for the entire Depot Project. Either way, we would have professional supervision. We estimate that the cost of moving the 806 would be \$35,000.00. This would include the purchase price, repairs and insurance. Our Society would provide the money. We estimate that it will take another \$35,000.00 to restore the 806 which we will fund through donations.

The Caboose would initially need a fifty foot section of track to set on while the it was being restored. We would need some type of roof over the Caboose. Even if the FEC was able to paint the 806, we would do some interior restoration on site. Eventually, we would need an additional hundred feet of track to move the 806 from a shed on the north end to the east side of the Depot. The track would run along the east side platform keeping it out of the railroad right of way. The City Public Works Department could help with the preparation of the track bed. We would need a professional rail crew to lay the ties and rails. We would need power at the site. We would look to acquire a "Critter", a ten foot long twenty ton locomotive, to pull the 806. We would build a fifty foot long shed to house the Critter and the 806. The architecture should be consistent with the Depot.

Port Orange would be starting with a rare historic building, by adding the 806 and placing a museum in the Depot we would create a destination. Once wheels are turning, we would have an experience. Port Orange would have two very rare pieces of railroad history, the Depot and the 806. There are several advantages to having a rolling exhibit. First, it will better allow us to illustrate railroad history and operation. It would allow us to teach and emphasize railroad safety. It will generate longer term interest because of the need for members to maintain and operate the equipment. The Caboose would be kept in a higher state of preservation because of the need to maintain things like brakes and wheel bearings. The Caboose would be better protected from the elements and vandalism by storing it inside. It would allow for better photography because we could move it into the open. Port Orange would have a facility that would set it apart from hundreds of other static displays. We would have a very short, short-line insular railway.

I hope this email has answered your questions. Let me know if you need any more information. If you have any technical questions you can call Mark Frazier. He is President of Florida Adventures in Railroading. Mark is advising me. He ran a museum in Indiana that had operating equipment. He has move seven cabooses and is moving one now from California. His number is (904) 687-8158. This is a rare car. Time is of the essence. Once the City gives approval, we will make an offer on the 806. Thank you for all your help.

Larry Powers
President
PORS



