



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

NOVEMBER 1, 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. Invocation by Pastor Joshua Owen of Spruce Creek Presbyterian Church
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. October 18, 2022 - Regular City Council Meeting
 - b. October 25, 2022 - City Council Workshop
7. Bid Awards and Contract Items
 - a. Approval of Task Authorization No. 17 to Zev Cohen and Assoc., Inc. for the Down Under Special Character District Master Plan
 - b. Approval of Task Authorization No. 5 under the Master Contract for Professional Engineering Services (CA7763) with Kimley Horn for Design and Bidding Assistance Services for the Water Treatment Plant Facility Plan Project
 - c. Approval of Change Order No. 2 to TEDS for additional specific design work to Task Authorization No. 9 for SJR2C Loop Trail (SUN Trail - Spruce Creek Road)
 - d. Approval of Task Authorization No. 1 to Hall & Ogle Architects Master Contract for the Parks Office Building (QPC 202)
 - e. Approval of Agreement with Florida Health Care Plans (FHCP) for Employee Health Insurance Coverage

f. Approval of Agreement with Metlife Insurance for Ancillary Insurance for Employees

g. Approval of Low-Income Home Water Assistance Program (LIHWAP) Agreement with Volusia County

8. Resolution No. 22-36 - Establishing Law Enforcement Special Detail Rates

C. HURRICANE IAN UPDATE

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

E. COUNCIL COMMENTS

9. Comments/Concerns from Council Members

F. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

10. Environmental Advisory Board Report

G. REGULAR AGENDA

11. Harbor Oaks Neighborhood Group request to paint a mural on the Port Orange Main Street Bridge

H. ADDITIONAL ITEMS

12. City Attorney

13. City Manager

I. COUNCIL COMMITTEE REPORTS

14. City Council Committee Reports

a. River to Sea TPO - Council Member Reed Foley

b. Police Pension Plan - Council Member Drew Bastian

J. 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.



Regular City Council Meeting

11/1/2022

Page 3 of 3

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
OCTOBER 18, 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 Pastor David Troxler of First Christian Church

Pastor David Troxler of First Christian Church was not present. Silent Invocation.

Pledge of Allegiance

Roll Call

Present: Council Member Reed Foley
Council Member Chase Tramont
Council Member Drew Bastian
Vice Mayor Scott Stiltner
Mayor Donald Burnette

Also Present: City Manager Wayne Clark
City Attorney Matthew Jones
Assistant City Clerk Tracee Cody

HURRICANE IAN UPDATE

4. Update from Staff on Hurricane Ian

Lynn Stevens, Public Works and Utilities Director, gave an update on debris removal and zoned approach for collection.

Mayor Don Burnette allowed for public comments/concerns at this time in regards to Hurricane Ian.

Citizens expressed their concerns relating to the preparation and cleanup from the flooding caused by Hurricane Ian.

Motion to move item #5 to be presented prior to the rest of the hurricane discussion was made by Council Member Foley and seconded by Council Member Tramont. Motion carried unanimously by voice vote.

After presenting the Proclamation for Red Ribbon Week, Susan Lovallo, Parks and Recreation Director, gave an update on the conditions of the City's parks and the Cypress Head Golf Course. She also gave an update on upcoming events and recreational sports.

Tim Burman, Community Development Director, gave an update on certain FEMA guidelines and substantial damage letters being sent out to residents.

RECOGNITION AND PROCLAMATIONS

5. Red Ribbon Week for Volusia Young Marines

Mayor Don Burnette read a Proclamation for Red Ribbon Week and presented it to the Volusia Young Marines.

6. Florida City Government Week Proclamation

Mayor Don Burnette read the Proclamation for Florida City Government Week.

CONSENT AGENDA

7. Public Comments on Consent Agenda Items Only

Robert Reinhausen, citizen, spoke regarding item D13. He recommended to Council that they wait until the full review is done before a decision is made.

8. Agenda Approval

Council Member Reed Foley asked to pull Item #12 for further discussion.

Motion to approve the agenda as amended was made by Vice Mayor Scott Stiltner and Seconded by Council Member Chase Tramont. Motion carried unanimously by voice vote.

9. Approval of Minutes

a. October 4, 2022 - Regular City Council Meeting

10. Resolution No. 22-33 - Approval of Supplemental Agreement for FDOT State Funded Grant for safety lighting design elements on the Port Orange segment of the SJR2C Loop Trail (SUN Trail on Spruce Creek Road from Selin Circle to Herbert Street)

11. Resolution No. 22-34 - Approval of the State Funded Grant Agreement for right-of-way or easement acquisition support services for Project XSG 200 -- SJR2C

Loop Trail Port Orange segment: Spruce Creek Road from Selin Circle to Herbert Street.

12. Resolution No. 22-35 - Firefighter Cancer Decontamination Equipment Grant FY22-23

13. Releasing the existing 20' radius Tree Conservation Easement at Thrive Church

14. Approval of two-month extension to the Annual Service and Trap Neuter Release (TNR) Agreement with Halifax Humane Society (HHS)

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

Item #12 - Resolution No. 22-35 - Firefighter Cancer Decontamination Equipment Grant FY22-23

Motion to approve Item #12 was made by Vice Mayor Scott Stiltner and Seconded by Council Member Drew Bastian.

Council Member Reed Foley asked the Fire Chief, Joe Wulfling, to explain what the equipment does. Joe Wulfling, Fire Chief, explained how the equipment is used to clean their fire uniforms.

Motion carried unanimously by roll call vote.

PUBLIC PARTICIPATION (Agenda)

15. Fee Waiver Request from Rick Zucchi of ZEE Goalkeeper Academy LLC

Rick Zucchi and Kristin Culbertson, owners of ZEE Goalkeeper Academy LLC, requested a price freeze on all field and lighting rental fees for the next four years. Council felt that they should ask staff cost questions before making a decision. This request will be put on the November 15 agenda for further discussion.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

There were none.

Mayor Don Burnette had the leadership class of the Port Orange/South Daytona Chamber of Commerce introduce themselves.

16. Comments/Concerns from Council Members

Mayor Don Burnette made a reminder that Family Days is coming up and is looking forward to this community event.

SPECIAL REPORTS

17. Report from KemperSports on the Cypress Head Golf

Jeff Davy introduced himself as the new General Manager with Bob Duquette's retirement. Susanne Snider, Controller, provided details from the financial reports and discussed the conditions at the golf course.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

18. Citizen Advisory Committee for TPO

Bobby Ball, CAC Member, provided a brief update from their recent meeting.

19. Golf Advisory Board Update

Lance Green, Chairman, was not present and will be rescheduled.

PUBLIC HEARING

20. Second Reading – Ordinance No. 2022-24 - Rezoning/904 Taylor Road (Case No. 22-60000005)

Mayor Don Burnette read Ordinance No. 2022-24.

ORDINANCE NO. 2022-24

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY +3.2 ACRES FROM COMMUNITY COMMERCIAL (CC) TO GOVERNMENT/PUBLIC USE (GPU); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2022-24
was made by Vice Mayor Scott Stiltner

and Seconded by Council Member Drew Bastian. Motion carried unanimously by roll call vote.

21. Second Reading - Ordinance No. 2022-25 - Revising Article VI. - Peddlers, Solicitors, and Transient Merchants

Mayor Don Burnette read Ordinance No. 2022-25.

ORDINANCE NO. 2022-25

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES CHAPTER 18, ARTICLE VI, DIVISIONS 1 AND 2 TO MODIFY THE PERMITTING PROCESS AND REGULATIONS RELATED TO PEDDLERS, SOLICITORS, AND TRANSIENT MERCHANTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2022-25 was made by Vice Mayor Scott Stiltner and Seconded by Council Member Reed Foley. Motion carried unanimously by roll call vote.

22. Second Reading - Ordinance No. 2022-27 - Sixth Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development / Case No. 21-40000002

Mayor Don Burnette read Ordinance No. 2022-27.

ORDINANCE NO. 2022-27

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE SIXTH 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. 2022-27 was made by Vice Mayor Scott Stiltner and Seconded by Council Member Reed Foley. Motion carried unanimously by roll call vote.

23. City Attorney

There was nothing further.

24. City Manager

Wayne Clark, City Manager, announced that Christine Martindale, Public Information Officer, has resigned and this will be her last meeting.

COUNCIL COMMITTEE REPORTS

Vice Mayor Scott Stiltner gave an update on the General Employees' Pension Plan.

25. City Council Committee Reports

a. First Step Shelter - Council Member Chase Tramont provided an overview of the shelter and recommended that Council continue to partner with the program.

b. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette said the event was canceled and will be rescheduled. He thanked the Chamber for communicating to businesses the resources that were available post-Hurricane Ian.

ADJOURNMENT – 9:18 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk

CITY COUNCIL WORKSHOP MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
OCTOBER 25, 2022

THE CITY COUNCIL WORKSHOP of the City of Port Orange was called to order by Mayor Donald O. Burnette at 5:30 p.m.

Silent Invocation

Pledge of Allegiance

Roll Call

Present:	Council Member Reed Foley Council Member Chase Tramont Council Member Drew Bastian (arrived at 5:32) Vice Mayor Scott Stiltner Mayor Don Burnette
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Also Present:	Wayne Clark, City Manager Matthew Jones, City Attorney Tracee Cody, Assistant City Clerk
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DISCUSSION ITEMS

4. Overview of Cost Allocations for Support Services

Henry Thomas, Vice President of Raftelis, discussed cost allocation methods as a part of the budget process. His proposed plan would include changes to allocate costs from the general fund to City enterprise funds. This system would identify costs for specific departments and reimburse them accordingly.

5. Overview of the Grants Program

Jonathan McKinney, Finance Director, provided an overview of the Grants Program. He introduced Theresa Brooks, the City's Grant contractor, and explained how she diligently works with Staff on grant opportunities.

6. City Manager Update - FEMA 50% Rule

Tim Burman, Community Development Director, provided an update on the substantial damage letters that were mailed to residents. He explained the FEMA guidelines that the City must follow.

ADJOURNMENT - 6:39 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 11/1/2022

SUBJECT: (B7a) Approval of Task Authorization No. 17 to Zev Cohen and Assoc., Inc. for the Down Under Special Character District Master Plan

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life; 4 - Economic Development

RECOMMENDED MOTION: Move to approve Task Authorization No. 17 under the Master Contract for Professional Engineering Services with Zev Cohen and Associates for the Down Under Special Character District Master Plan for an amount not to exceed \$39,000; authorizing the Mayor and City Clerk to execute all necessary documents.

SUMMARY: The requested Task Authorization is for Zev Cohen and Associates to prepare a Master Plan for infrastructure improvements to the Down Under Special Character District. The Down Under Special Character District is the commercial area located under the Dunlawton Avenue Bridge, west of South Peninsula Drive, in the Port Orange Town Center Community Redevelopment Area (CRA). The following proposed improvements to the Down Under are to build upon the recent private redevelopment in the area, improve the aesthetics and vitality of the area, and make the area a unique destination. The Master Plan will provide the city with a plan to prioritize future infrastructure improvements in this area. Funding for the design and construction of these improvements is anticipated to be a combination of City funding and grants, along with possible funding assistance from community partners and business owners in the Down Under area. The Master Plan will consider the following improvements along with cost estimates to prepare construction drawings and construction costs:

- Parking optimization, repaving, and striping of the shared parking areas
- Pedestrian access improvements
- Intersection improvements at South Peninsula Drive
- Drainage improvements
- Locations for murals and ground-mounted lighting on the concrete bridge
- Site furniture and lighting
- Native, drought-tolerant landscaping
- Master sign replacement and directional and district signage
- Living shoreline improvements
- Water taxi dockage

As part of developing the Master Plan, staff and Zev Cohen and Associates will be meeting with business owners in the Down Under area to further discuss what

infrastructure improvements they believe are needed to improve the aesthetics and vitality of the area and make it a unique destination.



PRESENTER: Tim Burman

ATTACHMENTS:

1.	Zev Cohen and Associates, Inc. Task Authorization No 17 - Down Under Special Character District Masterplan	Zev Cohen and Associates, Inc. Task Authorization No 17 - Down Under Special Character District Masterplan.pdf
2.	ZCA COI_ expires 11 21 2022	ZCA COI_ expires 11 21 2022.pdf
3.	CA5673 2022-2024 Zev Cohen Renewal	CA5673 2022-2024 Zev Cohen Renewal.pdf
4.	CA5673 2020-2022 Zev Cohen Renewal	CA5673 2020-2022 Zev Cohen Renewal.pdf
5.	CA5673 Zev Cohen Master Contract	CA5673 Zev Cohen Master Contract.pdf
6.	ZCA DRAFT TA 17 Down Under Masterplan	ZCA TA 17 Down Under Masterplan.docx

Margaret Tomlinson

Created/Initiated - 10/13/2022

Tim Burman	Approved - 10/13/2022
John McKinney	Approved - 10/17/2022
Shannon Balmer	Approved - 10/19/2022
Wayne Clark	Approved - 10/20/2022
Robin Fenwick	Final Approval - 10/20/2022

TASK AUTHORIZATION NO. 17
Master Contract for Services dated February 14, 2017
Between the City of Port Orange, Florida and Zev Cohen & Associates, Inc.

THIS Amended Task Authorization ("Task Authorization") is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **ZEV COHEN & ASSOCIATES, INC.**, a Florida corporation with its principal place of business at 300 Interchange Boulevard, Suite C, Ormond Beach, Florida 32714 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated February 14, 2017, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Community Development Director, Tim Burman, shall perform contract administration for this Task Authorization No. 17 and can be reached at (386) 506-5675.
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to the Down Under Special Character District Masterplan, and as further described in Contractor's Scope of Services dated September 16, 2022, attached hereto as Exhibit "1" and made a part hereof.
4. This Task Authorization shall become effective on the last date the Task Authorization is signed by the Parties. Work shall be completed within one hundred eighty (180) days from issuance of a written Notice to Proceed executed by the City.
5. In return for the services identified above, the City agrees to compensate Contractor in an amount not to exceed \$39,000.00. 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.
6. This Task Authorization 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 Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

ZEV COHEN & ASSOCIATES, INC.

Printed Name: _____

By: _____

M. Dwight Durant, Director

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: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Donald O. Burnette, Mayor

Printed Name: _____ Date: _____

Witnesses: ATTEST:

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

Printed Name: _____ Date: _____

[CA 5673]

Exhibit “1”

Zev Cohen & Associates, Inc.

Scope of Services

Dated September 16, 2022

Consisting of 2 Pages

Scope of Work Based on discussions with Staff, the City desires to further improve the “Down Under” District of the Port Orange Town Center CRA. This area is generally described as the area under and along the sides of the east landing of the Dunlawton Bridge crossing the Halifax River. The City and the Transportation Planning Organization have already completed a feasibility study for Peninsula Drive sidewalk modifications and wayfinding signage for the District. The City has also completed an overall survey of the District. The next step in the process is to create a comprehensive masterplan with public input, alternatives, and cost estimates. More specifically, the scope includes the following goals and objectives:

- Schematic/Conceptual Documents developed through a planning and public information process.
 - Task 1 – “Concept Plan”
 - Review existing information and previous data collected for the District.
 - Prepare an initial Conceptual Master Plan based on info gathered to date and direction from Staff regarding previous stakeholder input. This plan will also be used for internal coordination with City Departments and FDOT.
 - Task 2 – “Meetings”
 - Attend a review meeting with City Staff and stakeholders within the District to present the master plan.
 - Staff will provide a short presentation to the Port Orange Town Center CRA (which includes the City Council members) with a summary of the meetings while seeking additional input. ZCA to provide support as needed and attend the meeting.
 - The scope does not include any formal permitting at this time, but we anticipate the potential for pre-application meetings and other discussions with various review Agencies for the purpose of understanding the feasibility of certain proposed improvements and activities. Discussions are anticipated with FDOT, FDEP, FWC, etc.
 - Task 3 – “Cost Estimates/Phasing”
 - Modify and finalize the Master Plan, develop preliminary cost estimates and identify alternative/phasing options based on input from the Concept plan review meetings.
- We anticipate research into and plan components to include the potential for:
 - Wayfinding and business signage.
 - New banner and mural opportunities to advertise events, businesses, and to create a sense of place.
 - New and renovated sidewalks, boardwalks, walkways.
 - New and upgraded landscaping.
 - New and upgraded lighting opportunities to include: up-lighting, downlighting, bollard lighting, landscape lighting, etc.

- Waterfront improvements to include: mangrove planting, oyster bed renovation, docks, water taxi, etc.
- Hardscape and furniture improvements to include: benches, games, bike racks, pavers, decorative concrete, etc.
- New and improved vehicular circulation.
- New and improved parking to include: paved, unpaved, Uber/Lyft, golf carts, motorcycles, etc.
- New and modified drainage to accommodate the proposed changes.
- Items identified during Task 2.

Fee Schedule

ZCA

Task 1 – “Concept Plan”	\$17,500.00
Task 2 – “Meetings”	\$8,500.00
Task 3 – “Cost Estimates/Phasing”	\$13,000.00
<u>Total:</u>	\$39,000.00

BB/ns
20025c02 TA



ZEVCOHE-01

LHAMPTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2021

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

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

PRODUCER JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	CONTACT NAME: PHONE (A/C, No, Ext): (321) 445-1117		FAX (A/C, No): (321) 445-1076
	E-MAIL ADDRESS: certs@jcj-insurance.com		
INSURED Zev Cohen & Associates Inc. 300 Interchange Blvd. Suite C Ormond Beach, FL 32174	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Prop & Cas of Amer		25674
	INSURER B : Phoenix Insurance Co.		25623
	INSURER C : Travelers Casualty & Surety Co		19038
	INSURER D : Beazley Insurance Company, Inc		37540
	INSURER E :		
INSURER F :			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		6602P382574	11/21/2021	11/21/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X		BA1R863945	11/21/2021	11/21/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP2P385607	11/21/2021	11/21/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	UB7S340867	11/21/2021	11/21/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			V296B0200201	11/21/2021	11/21/2022	Per Claim 2,000,000
D				V296B0200201	11/21/2021	11/21/2022	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is an Additional Insureds with regards to General & Auto Liability when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Port Orange 1000 City Center Circle Port Orange, FL 32129	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 <i>Erin K. Kelley</i>



City of Port Orange

Agreement

RENEWAL FORM

*****THIS FORM IS VALID IF EXECUTED PRIOR TO THE ORIGINAL AGREEMENT/CONTRACT EXPIRATION DATE.*****

To be completed by Contractor:

YES X We desire to renew this agreement for another term at the same price, requirements, specifications, and conditions as the previous term as per the following:

- ☒ Standard Contract for Service CA No. 5673
☐ Piggyback Agreement CA No. _____
☐ Purchase Order No. _____

Term From: February 14, 2022 To: February 14, 2024

Provided to City:

☐ Updated Bond ☒ Insurance Certificate/City as additional insured and Waiver of Subrogation for WC

NO ____ We do not desire to renew this agreement for another term.

Verify your records by providing the following information:

Name of Company / Organization: Zev Cohen & Associates, Inc.

Name of Contact Person: M. Dwight DuRant, P.E., President

Mailing Address: 300 Interchange Blvd. #C, Ormond Beach, FL 32174

Email Contact Address: ddurant@zevcohen.com

Phone: 386-677-2482 Fax: 386-447-2505

IF THIS RENEWAL IS NOT SIGNED BY THE CONTRACTOR'S LEGALLY AUTHORIZED PERSON, THEN ATTACH WRITTEN AUTHORIZATION TO ENTER INTO CONTRACTS ON BEHALF OF THE CONTRACTOR FOR THE PERSON WHO SIGNS.

Contractor's Authorized Representative: [Signature] Date: 12/8/21
Signature

For City Use Only:

Department completes the following:

- ☒ Renewal Accepted by the Department ☐ Bond received by the Department
☒ Insurance Certificate received by the Department OR ☐ Insurance waived by City Manager

Agreement Expiration: February 14, 2024

Acting City Manager: [Signature] Date: 12-20-21

Please return to the City of Port Orange as follows:

Department: Community Development Telephone: 386-506-5661

Contact: Margaret Tomlinson Fax: 386-506-5699

Email: mtomlinson@port-orange.org

Original Signed Form Must Be Returned to the City Clerk

Revised 4/1/2020



City of Port Orange

Agreement

RENEWAL FORM

*****THIS FORM IS VALID IF EXECUTED PRIOR TO THE ORIGINAL AGREEMENT/CONTRACT EXPIRATION DATE.*****

To be completed by Contractor:

YES X We desire to renew this agreement for another term at the same price, requirements, specifications, and conditions as the previous term as per the following:

☒ Standard Contract for Service CA No. 5673 _____

☐ Piggyback Agreement CA No. _____

☐ Purchase Order No. _____

Term From: Feb. 15, 2020 _____

To: Feb. 14, 2022 _____

Attached:

☐ Updated Bond

☒ Insurance Certificate/City as additional insured

NO _____ We do not desire to renew this agreement for another term.

Verify your records by providing the following information:

Name of Company / Organization: Zev Cohen and Associates, Inc. _____

Name of Contact Person: M. Dwight DuRant, P.E. - President _____

Mailing Address: 300 Interchange Blvd., Suite C, Ormond Beach, FL 32174 _____

Email Contact Address: ddurant@zevcohen.com _____

Phone: (386) 677-2482 _____

Fax: (386) 677-2505 _____

IF THIS RENEWAL IS NOT SIGNED BY THE CONTRACTOR'S LEGALLY AUTHORIZED PERSON, THEN ATTACH WRITTEN AUTHORIZATION TO ENTER INTO CONTRACTS ON BEHALF OF THE CONTRACTOR FOR THE PERSON WHO SIGNS.

Contractor's Authorized Representative: _____ Date: 10-17-19
Signature

For City Use Only:

Department completes the following:

☒ Renewal Accepted ☐ Bond attached

☒ Insurance attached OR ☐ Insurance waived per Agreement

Agreement Expiration: February 14, 2022

City Manager: _____ Date: 11-1-19

Please return to the City of Port Orange as follows:

Department: Community Development Telephone: 386-506-5661

Contact: Margaret Tomlinson Fax: 386-506-5699

Email: mtomlinson@port-orange.org

Completed Form Must Be Returned to the City Clerk for Recordation



CITY OF PORT ORANGE MASTER CONTRACT FOR ENGINEERING SERVICES

This Master Contract for Engineering Services ("Contract") is entered into this 14th day of February, 2017, 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 **ZEV COHEN & ASSOCIATES, INC.** ("Contractor" or "Engineer"), a Florida corporation, whose principal address is 300 Interchange Boulevard, Suite C, Ormond Beach, Florida 321274 (collectively "the Parties").

The City and the Engineer for Ten Dollars (\$10.00) and other good and valuable consideration hereby covenant and agree as set forth below.

1. Provision of Services. These services shall be performed in accordance with Request for Statement of Qualifications No. 16-32 ("RFSQ 16-32") and Engineer's proposal in response thereto. A true and correct copy of RFSQ 16-32 and Engineer's proposal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange.

- (a) The Engineer hereby agrees to provide the following services to the City of Port Orange:
 - (i) Civil Engineering, Traffic Engineering and Transportation Planning, Landscape Architectural, Environmental and Planning Services, Geotechnical Engineering Services and related services for the City for preparation of a variety of projects administered by various departments within the City, including but not limited to paragraph 5 and the following:
 - (1) Investigation of existing structures or sites and preparation of drawings, reports, calculations, cost estimates, schedules; coordination of special services such as testing and surveying;
 - (2) Studies and planning for construction projects, preparation of drawings, reports, calculations, cost estimates, schedules; coordination of special services such as testing and surveying;
 - (3) Engineering services required to construct a variety of projects and related site work; preparation of design, construction documents, plans, specifications, calculations, cost estimates, reports and schedules; coordination of special services such as testing and surveying; preparation of required documents and services to obtain all construction permits; assisting the City project manager with bidding and construction administration, including field visits, shop drawing review, applications for payment, punch list and certification;
 - (4) Preparation of presentation boards and electronic graphic photo/realistic renderings;
 - (5) Oral presentations and PowerPoint audio visual presentations; and

- (6) Leading project meetings, preparing and distributing meeting minutes
 - (7) Projects may include City of Port Orange existing or proposed sites which require evaluation and/or site design for facilities with uses including Parks and Recreation, Fire and Police, flood control and/or stormwater treatment. Projects may also include review of development projects, traffic simulation/operations analysis models such as HCS, ARTPLAN, SYNCHRO, CUBE, and CFRPM, Traffic Impact Analysis creation and review, signal timing, traffic calming, intersection analyses, traffic improvement justification reports, Traffic Impact Analysis Methodology review, conducting traffic counts, creation and review of roadway classification and Level of Service (LOS) capacity reports.
 - (8) Plans will be drawn in AutoCAD format unless otherwise directed.
 - (9) All documents resulting from any project performed hereunder shall become the sole property of the City.
- (b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall commence on the date this Contract is signed by both of the Parties, and shall continue for a period of three (3) years thereafter or until either party provides the other party written notice of its intent to terminate this Contract.

Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for up to two (2) additional two (2) year terms. The City reserves the right to revise rates for consistency with current market trend at least annually.

Manner and Place: The Engineer shall perform the services as outlined in each project assignment, 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. Engineer shall not deliver goods or services without a fully executed task authorization and a written purchase order, signed by an authorized agent of the City of Port Orange.

Time and Essence: Engineer acknowledges that time is of the essence in the completion of the services contemplated by this contract. Engineer shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. Authorization for Services. This Contract standing alone does not authorize the performance of any work or services to be provided by the Engineer or require the City to place any orders for work or service. Authorization for performance of services by the Engineer under this Contract shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Engineer. A sample Task Authorization is attached hereto as Exhibit "1." The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders for goods or services during the life of this Contract. 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. Furthermore, the City reserves the right, at its sole discretion, to utilize the Master Contract for Engineering Services entered into between the Parties on March 17, 2015 pursuant to Request for Statement of Qualifications No. 14-23, for the scope of services set forth therein, as long as the Contract remains valid.

3. City Obligations. The City reserves the right to utilize either (i) lump sum or (ii) hourly rate compensation as set forth in Exhibit "2" attached hereto. The City's obligation to pay Engineer under this Contract is limited to the

approved Contract fees and 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. The Engineer shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer plus ten (10%) percent if approved by the City. The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.

4. Contract Administration. The Department Head requesting service ("Contract Administrator"), shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice." The work shall be reviewed by the authorized Contract Administrator, or designee, who shall have final decision authority for pay requests on all approved phases of the work, including general direction, review, and approval of the work. Neither the Contract Administrator's review, approval or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Engineer shall be and remain liable to the City for all costs of any kind which were incurred by the City as a result of the Engineer's negligent performance of the services furnished under this Contract.

5. Additional Statement of Engineering Services. The Engineer shall:

- (a) Provide all certifications ("Engineer of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
- (b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;
- (c) Verify and evaluate technical proposals furnished by the construction contractor if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications;
- (d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);
- (e) Furnish all other engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments and task authorizations for this contract:
 - (i) Site Visits/Special Permits. The Engineer shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations; except that building construction permits shall be specifically requested in a task authorization; and provide other data upon which to develop the design and preliminary sketches showing the contemplated project.

- (ii) Preliminary Sketches and Opinion of Probable Construction Costs. The preliminary sketches shall include plans, elevations and sections developed in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.
- (iii) Working Drawings and Specifications. After the preliminary sketches and opinion of probable construction costs have been approved by the Contract Administrator; the Engineer shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Engineer shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.
- (iv) Original Drawings - Final Plans. Upon approval of final plans the Engineer shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this Contract be terminated by the City, the Engineer shall deliver to the City one digital and one paper full scale set of originals as they exist at the time of termination. All plans shall be and remain the property of the City during preparation and upon delivery.
- (v) Revision of Final Drawings and Specifications. The engineer shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this Contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible.
- (vi) Bidding. The Engineer shall perform all necessary engineering services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator; coordination with the City Attorney and follow-up on contractor execution and delivery to the City Attorney of the original contract and original bond for recording in the public records.
- (vii) Bonding. The Engineer shall coordinate the delivery to the City Attorney of original bonds for recording. All construction contracts shall require two (2) original Bonds in the form approved by the City Attorney. Engineer shall not require duplicate original bond documents in the draft construction documents and agreement for the City.

6. Responsibility of the Engineer. The Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications; contract documentation and other work or materials

furnished by the Engineer under this contract. The Engineer shall without additional cost or fee to the City, correct or revise any errors or deficiencies in the Engineer's performance.

7. Reuse of Documents. The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other engineer's work produced in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including Drawings and Specifications prepared by Engineer pursuant to this Contract are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by City or others for any other project. Reuse for another project without written verification or adaption by Engineer for the specific purpose intended will be at City's risk. Any such verification or adaption performed by Engineer shall entitle Engineer to further compensation at rates to be agreed upon by City and Engineer. A reproducible electronic and paper set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Engineer.

8. Expert Witness. The Engineer shall serve as an expert witness for the City in any legal proceedings regarding this project if the City so requests. The expert witness fee for Engineer shall be negotiated at the time the Engineer is called as an expert.

9. Modifications to Scope of Work/Change Orders

(a) Change Orders. The Contract Administrator, upon written approval as required by the City's finance ordinances and policies, 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 one or more of the following: the services to be performed, the contract price 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 Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall notify the City requesting an equitable adjustment and the contract shall be modified in writing as mutually agreed by the Parties. Any change order shall include all costs and time extensions related to or incidental to such change.

(c) Any claim by the Engineer for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Engineer of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the contract. The Engineer shall proceed with the prosecution of the work as changed. Except as provided in this Contract, the Engineer shall not be entitled to payment for a charge for any extra work or material.

10. Subcontractors and Outside Associates and Consultants. Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified in the task authorization amendment. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

11. Termination

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Engineer of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Engineer shall:

- (i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
- (ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.
- (iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
- (iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Engineer under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause. If the City terminates the Engineer for failure to adhere to project time lines for completion of the Engineering work, then the City may deduct from amounts owed on the Engineer termination claim, the City's increased costs directly resulting from the failure of the Engineer to timely perform. The Engineer shall not be responsible for a delay in Engineering work that is beyond the Engineer's reasonable control.
- (vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.
 - (1) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and
 - (2) The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to the City.
- (vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

(c) After receipt of a Notice of Termination, the Engineer shall submit to the City's Contract Administrator its termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Engineer made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Engineer to submit the termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to them, the amount, if any, due to the Engineer by reason of the termination and shall thereupon pay to the Engineer the amount so determined, so long as all final documentation for the project has been delivered to the Contract Administrator.

(d) Subject to the provisions of Paragraph 11 (c), the Engineer and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Engineer by reason of the total or partial

termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the contract price for work completed that has been accepted by the Contract Administrator, as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Engineer shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Engineer, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.

(e) In the event of the failure of the Engineer and the Contract Administrator to agree as provided in Paragraph 11 (d), upon the whole amount to be paid to the Engineer by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Engineer the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon, as follows:

(i) For completed work and services accepted by the City, the price or prices specified in the contract for such work, less any payments previously made.

(ii) The total of:

(1) The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under Paragraph 11 (e)(i) hereof;

(2) The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11 (b)(v) above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11 (a) above; and

(3) A sum, as profit on Paragraph 11, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.

(iii) In the event the contract is terminated because of Engineer's default, the City may take over the work and services and complete the same by contract or otherwise, and the Engineer shall be liable to the City for any increased cost of the project.

12. Examination of Records

(a) The Engineer 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 Engineer involving transactions related to this Contract.

(b) The Engineer 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 Engineer 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.

13. Public Records Compliance. Engineer 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 Engineer does not transfer the records to the City.
- (d) Upon completion of the Contract, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer 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 Engineer does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Engineer may be subject to penalties under Section 119.10, Florida Statutes.

ENGINEER QUESTIONS RELATING TO ENGINEER'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.

14. Termination for Non-Appropriation of Funds. 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 Engineer. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination. 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.

15. Insurance

(a) Engineer shall maintain insurance during the life of this Contract. Engineer shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. The Engineer shall furnish policies and certificates of insurance to the City for review and approval on initial contract date and thereafter at least on each anniversary of the contract effective date. Failure of the Engineer to maintain a certificate of insurance in compliance or approval by the City of any policy of insurance shall not, relieve the Engineer from its responsibilities to provide the insurance coverage required herein. The certificates shall clearly indicate that the Engineer has obtained insurance of the type, amount and classification required by these provisions. No work shall be commenced until City has approved the policies. This Contract may be terminated by the City without penalty or expense, if policies requested hereunder are not provided to and approved by the City within thirty (30) days of the date hereof. The Engineer shall notify the City and to the City's designated insurance Risk Manager of any changes in or cancellations of coverage.

(b) 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. Engineer shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Engineer shall be solely responsible to provide the City written original certificate, 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 Engineer for the reasonable additional costs of increased coverage. The Engineer shall maintain the following coverages:

Required Insurance	Insurance	Standards	Comments
☒	Workers' Compensation <u>Limits:</u> <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
☒	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 the Contract work on or under Railroad rights of way or properties, the Engineer 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>Limits:</u> <u>Additional Coverage:</u>	Auto Liability Body Injury: \$100,000 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.
☒	Professional Liability (Errors & Omissions) <u>Limits:</u>	Coverage- \$1,000,000 minimum	

16. ***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.

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

18. Non-discrimination. During the performance of this Contract, Engineer agrees as follows:

(a) Engineer 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 Engineer. Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Engineer agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

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

(c) Engineer shall be solely responsible for compliance with all federal, state and local laws, rules and regulations prohibiting discrimination of its officers, agents, employees and subcontractors. Engineer shall post notices, advertisements and solicitations in accordance with federal law, rule or regulation. Engineer 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.

19. E-Verify. Engineer 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 Engineer 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.

20. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Engineer, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. 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. Pending a final determination of a properly appealed decision of the City Council, Engineer shall proceed diligently with the performance of this Contract in accordance with that decision.

21. 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.

22. 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.

23. Additional Provisions. This Contract includes all additional provisions as may have been outlined in Request for Statement of Qualifications identified herein and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof.

24. 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.

25. 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: <i>(Department Head Requesting Service)</i> 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5500
Engineer:	Zev Cohen & Associates, Inc. Attention: Dwight Durant, Director 300 Interchange Boulevard Suite C Ormond Beach, Florida 32174 (386) 677-2482 – Telephone (386) 677-2505 – Facsimile ddurant@zevcohen.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.

26. 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 except for the bond. No contract shall be formed between Engineer and the City until the City signs this Agreement.

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:

Hali Bryant
Printed Name: Hali Bryant

Cindy Pulido
Printed Name: Cindy Pulido

ZEV COHEN & ASSOCIATES, INC.

By: [Signature], President
M. Dwight Durant, Director

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: 2/7/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 7th day of February, 2017, by M. Dwight Durant, as Director of Zev Cohen & Associates, Inc., a Florida corporation, and who:

[Notary: Please select one]

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

Viviana Vargas
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

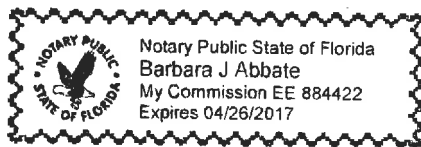
By: Donald O Burnette
Donald O. Burnette, Mayor

Barbara J Abbate
Printed Name: Barbara J. Abbate

Date: 2/14/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th day of February, 2017, 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.



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

Witnesses:

ATTEST:

Cynthia K Rivera
Printed Name: Cynthia K. Rivera

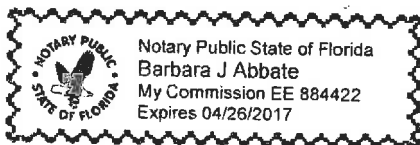
By: Robin L Fenwick
Robin L. Fenwick, CMC, City Clerk

Barbara J Abbate
Printed Name: Barbara J. Abbate

Date: 2/14/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th day of February, 2017, 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.



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

[CA 5673]

EXHIBIT “1”

(Consisting of 3 pages)

TASK AUTHORIZATION NO. ____
Standard Contract for Services dated _____
Between the City of Port Orange, Florida and Zev Cohen & Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **ZEV COHEN & ASSOCIATES, INC.**, a Florida corporation with its principal place of business at 300 Interchange Boulevard, Suite C, Ormond Beach, Florida 32714 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated _____, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Contract Administrator may be contacted as follows:
Name: _____
Address: _____
Phone: _____
Mobile: _____
E-Mail: _____
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
4. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.
5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$_____. 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.
6. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization 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 Task Authorization No. ____.

7. This Task Authorization 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 Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

ZEV COHEN & ASSOCIATES, INC.

Printed Name: _____ By: _____
M. Dwight Durant, Director

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: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Donald O. Burnette, Mayor

Printed Name: _____ Date: _____

Witnesses:

ATTEST:

Printed Name: _____ By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____ Date: _____

[CA 5673]

HOURLY RATE SCHEDULE
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
CITY OF PORT ORANGE RFSQ # 16-32

The following schedule provides a maximum direct salary hourly rate for the disciplines, which are likely to be engaged for projects associated with the contract referenced above for the City of Port Orange.

COMPANY NAME: Zev Cohen & Associates, Inc.

<u>Category of Employee</u>	<u>Hourly Rate</u>
Principal	\$180.00
Department Director	\$160.00
Senior Professional Engineer	\$150.00
Senior Registered Landscape Architect	\$150.00
Project Manager	\$150.00
Senior Planner	\$135.00
Senior Biologist/Environmental Scientist/GIS Analyst	\$135.00
Professional Engineer	\$135.00
Registered Landscape Architect	\$135.00
Environmental Scientist II/GIS Specialist II	\$105.00
Engineer II	\$105.00
Landscape Architect II	\$105.00
Planner II	\$105.00
Senior Designer	\$100.00
Environmental Scientist I/GIS Specialist I	\$ 95.00
Engineer I	\$ 95.00
Landscape Architect I	\$ 95.00
Planner I	\$ 95.00
Designer	\$ 85.00
CADD Manager	\$110.00
Senior CADD Technician	\$100.00
CADD Technician	\$ 90.00
Construction Administration Manager	\$105.00
Construction Administration Technician	\$ 85.00
IT Manager	\$ 95.00
Certified Soil Scientist	\$155.00
Certified Arborist	\$100.00
Landscape Designer	\$ 85.00
Engineering Technician	\$ 75.00
Biological Technician	\$ 65.00
Technical Assistant	\$ 65.00
Senior Clerical	\$ 60.00
Clerical	\$ 50.00

TASK AUTHORIZATION NO. 17
Master Contract for Services dated February 14, 2017 (RSQ 16-32)
Between the City of Port Orange, Florida and Zev Cohen & Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **ZEV COHEN & ASSOCIATES, INC.**, a Florida corporation with its principal place of business at 300 Interchange Boulevard, Suite C, Ormond Beach, Florida 32714 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated February 14, 2017 (RSQ 16-32), and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. Contractor shall complete the services to be provided herein within 180 days of the date of written notice by the City to the Contractor.
2. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to the Down Under Special Character District Masterplan as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$39,000.00. 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.
5. This Task Authorization 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 Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

ZEV COHEN & ASSOCIATES, INC.

Printed Name: _____

By: _____

M. Dwight Durant, Director

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: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

[CA 5673]

Exhibit “A”

Zev Cohen & Associates, Inc.

Dated September 16, 2022

Consisting of 2 Page(s)

Scope of Work Based on discussions with Staff, the City desires to further improve the “Down Under” District of the Port Orange Town Center CRA. This area is generally described as the area under and along the sides of the east landing of the Dunlawton Bridge crossing the Halifax River. The City and the Transportation Planning Organization have already completed a feasibility study for Peninsula Drive sidewalk modifications and wayfinding signage for the District. The City has also completed an overall survey of the District. The next step in the process is to create a comprehensive masterplan with public input, alternatives, and cost estimates. More specifically, the scope includes the following goals and objectives:

- Schematic/Conceptual Documents developed through a planning and public information process.
 - Task 1 – “Concept Plan”
 - Review existing information and previous data collected for the District.
 - Prepare an initial Conceptual Master Plan based on info gathered to date and direction from Staff regarding previous stakeholder input. This plan will also be used for internal coordination with City Departments and FDOT.
 - Task 2 – “Meetings”
 - Attend a review meeting with City Staff and stakeholders within the District to present the master plan.
 - Staff will provide a short presentation to the Port Orange Town Center CRA (which includes the City Council members) with a summary of the meetings while seeking additional input. ZCA to provide support as needed and attend the meeting.
 - The scope does not include any formal permitting at this time, but we anticipate the potential for pre-application meetings and other discussions with various review Agencies for the purpose of understanding the feasibility of certain proposed improvements and activities. Discussions are anticipated with FDOT, FDEP, FWC, etc.
 - Task 3 – “Cost Estimates/Phasing”
 - Modify and finalize the Master Plan, develop preliminary cost estimates and identify alternative/phasing options based on input from the Concept plan review meetings.
- We anticipate research into and plan components to include the potential for:
 - Wayfinding and business signage.
 - New banner and mural opportunities to advertise events, businesses, and to create a sense of place.
 - New and renovated sidewalks, boardwalks, walkways.
 - New and upgraded landscaping.
 - New and upgraded lighting opportunities to include: up-lighting, downlighting, bollard lighting, landscape lighting, etc.

- Waterfront improvements to include: mangrove planting, oyster bed renovation, docks, water taxi, etc.
- Hardscape and furniture improvements to include: benches, games, bike racks, pavers, decorative concrete, etc.
- New and improved vehicular circulation.
- New and improved parking to include: paved, unpaved, Uber/Lyft, golf carts, motorcycles, etc.
- New and modified drainage to accommodate the proposed changes.
- Items identified during Task 2.

Fee Schedule

ZCA

Task 1 – “Concept Plan”	\$17,500.00
Task 2 – “Meetings”	\$8,500.00
Task 3 – “Cost Estimates/Phasing”	\$13,000.00
<u>Total:</u>	\$39,000.00

BB/ns
20025c02 TA



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 11/1/2022

SUBJECT: (B7b) Approval of Task Authorization No. 5 under the Master Contract for Professional Engineering Services (CA7763) with Kimley Horn for Design and Bidding Assistance Services for the Water Treatment Plant Facility Plan Project

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 5 under the Master Contract for Professional Engineering services with Kimley Horn for Design and Bidding Assistance Services for the Water Treatment Plant Facility Plan project in the amount not to exceed \$277,151.00.

SUMMARY: The Water Treatment Plant (WTP) was originally commissioned in 1983 and has undergone numerous improvements and upgrades over the years. The WTP site consists of three treatment trains, each with a softening tank, re-carbonation basin, filter, clear well, and transfer pump station. There is a common backwash recovery tank, sludge processing system, ground storage tank and a high service pump station which sends the water to the distribution system for consumption. Additionally, the city operates three offsite storage & pumping stations in the distribution system.

The WTP Facility Plan will help the city plan and prioritize future WTP facilities and offsite improvement projects and improvements. It will identify treatment process improvements, needed maintenance and capital project improvements to both the Water Treatment Plant, the three offsite storage and pumps stations, and the wellfield. The Facility Plan also includes a wellfield analysis required by the Consumptive Use Permit (CUP) issued by St. Johns River Water Management District (SJRWMD). The well field evaluation will include an analysis of the individual wells within the well field with any recommendations. The plan will also include the facilities site evaluations for the WTP and three remote storage & pumping stations and will include improvement analysis to identify future improvements to insure continued reliable water treatment.

The Facility Master Plan will provide a Basis of Design Report (BODR) which is required for any grant funding or state revolving loan program. The previous Public Utilities Master Plan was completed in 2005. Approximately 90% of the recommendations from the 2005 report have been initiated or are in the planning stages.

PRESENTER: Lynn Stevens

ATTACHMENTS:

1.	Kimley-Horn and Associates, Inc. Task Authorization No 5 - Water Treatment Plant Facility Plan	Kimley-Horn and Associates, Inc. Task Authorization No 5 - Water Treatment Plant Facility Plan.pdf
2.	Dept Justification Memo - Kimley Horn TA5- Water Facility Plan	Dept Justification Memo - Kimley Horn TA5- Water Facility Plan.docx
3.	WTP Facility Plan Proposal_Signed	WTP Facility Plan Proposal_Signed.pdf
4.	EXECUTED Kimley-Horn RFSQ 21-03 Master Contract for Professional Engineering Services for Public Utilities and Environmental Services	EXECUTED Kimley-Horn RFSQ 21-03 Master Contract for Professional Engineering Services for Public Utilities and Environmental Services.pdf

Kelly Klausky	Created/Initiated - 10/5/2022
Julia Wiggins	Approved - 10/5/2022
Richard Colby	Approved - 10/5/2022
Junos Reed	Approved - 10/5/2022
Steve Parnell	Approved - 10/7/2022
Lynn Stevens	Approved - 10/7/2022
John McKinney	Approved - 10/17/2022
Matthew Jones	Approved - 10/19/2022
Wayne Clark	Approved - 10/20/2022
Robin Fenwick	Final Approval - 10/20/2022

TASK AUTHORIZATION NO. 5
Master Contract for Professional Engineering Services for Public Utilities and
Environmental Services dated January 18, 2022
Between the City of Port Orange, Florida and Kimley-Horn and Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **KIMLEY-HORN AND ASSOCIATES, INC.**, North Carolina corporation, registered to transact business in Florida, with its principal place of business at 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services for Public Works, Utilities and Environmental Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to Water Treatment Facility Plan, and as more particularly described in the Scope of Services, attached hereto and made a part hereof, as Task Authorization Exhibit "1."
3. Engineer shall complete the services to be provided herein, within **two (2) years** of the date of a written Notice to Proceed issued by the City to the Engineer.
4. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Exhibit "1" in an amount not to exceed **\$277,151.00**. 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.

5. *Truth-in-Negotiations*

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contractor Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

6. This Task Authorization 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 Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Engineer and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

KIMLEY-HORN AND ASSOCIATES, INC.

Printed Name: _____ By: _____
Jonathan D. Thigpen, Senior Vice President

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

Exhibit “1”

Kimley-Horn & Associates, Inc.

Scope of Services

Consisting of 6 Pages

PORT ORANGE WATER TREATMENT PLANT FACILITY PLAN

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Port Orange (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated January 18, 2022, which is incorporated herein by reference.

General Category of Services:

The scope of work presented below was prepared following discussions with the City of Port Orange staff regarding the City of Port Orange Garnsey Water Treatment Plant (WTP) and three offsite storage and pump station sites. City staff requested that Kimley-Horn provide a proposal to develop a comprehensive WTP plan for the purpose of planning and prioritizing future facility and offsite improvement projects. This scope of services describes the specific tasks to gather information and perform the necessary analyses to identify treatment process improvements, needed maintenance and capital project improvements for both the WTP and offsite storage and pump stations, develop project cost opinions, and document the project results in a facility plan. The City owns and operates three offsite storage and pump stations are Oceans PS, Cypress Head PS, and Peninsula PS.

The WTP site consists of three treatment trains each with a softening tank, recarbonation basin, filter, clearwell and transfer pump station. There is a common backwash recovery tank and sludge processing system. The finished water is sent to a common ground storage tank and sent into the distribution system by the high service pump station. Included in this evaluation is a review of the maintenance and operations buildings as well as the general site infrastructure. The repumping stations evaluations will include pumping systems, ground storage tanks, and site infrastructure.

The following is our understanding of the specific scope of work that has been requested by City staff.

Scope of Services:

Task 1 – Data Collection

A. The City will provide Kimley-Horn the following information:

Physical Data: Existing as-built/design drawings (PDF and AutoCAD) and specifications, surveys, mechanical process equipment performance data, tank configurations, operation and maintenance (O&M) manuals, and any other data or information pertinent for the evaluation.

Process Data: Operating objectives such as set-points, chemical usage, process efficiencies, process waste disposal, etc. The City will provide Kimley-Horn the last two years of daily operations and process control data in electronic format (Excel preferred).

Operating Data: Operating and maintenance costs including energy consumption and chemical costs.

Raw Water Characteristics: Historical sampling data, and the FDEP sampling results for the last 2 years in electronic format (Excel preferred). This data will be downloaded from the FDEP Oculus site. Additional sampling data may be required and Kimley-Horn will perform preliminary evaluations and then submit a list of additional parameters and sampling schedule for the City to perform.

Wellfield Data:

- Historical water quality and pumping data for the eastern well field
 - Well construction information
 - Consumptive use permit documentation
 - GIS (geographic information system) data for the well field
 - Video logs or geophysical logs for the wells
- B. Kimley-Horn will rely on the population estimates (and associated wastewater demand estimates) developed in the City's CUP as the basis for projected flows.
- C. Kimley-Horn will review, organize, and process data collected from the City. Kimley-Horn will attempt to find missing information using the FDEP Oculus system. Kimley-Horn will work with the City staff to recover critical data that is not readily available on the Oculus system.

Task 2 – Facilities Site Evaluation

- A. Kimley-Horn will conduct site visits to the WTP and offsite storage and pump stations and meet with engineering, operations, and maintenance personnel to discuss operational/maintenance issues and to identify the City's operations and treatment goals for the WTP and offsite storage and pump stations.
- B. Kimley-Horn will review as-built record drawings to determine pipe and component elevations, diameter, and tank volumes. Kimley-Horn will verify record drawing information by conducting site observations and reviewing with plant operations staff. Site survey by licensed surveyors is not included in this scope of work. If necessary, professional survey will be performed as an additional service.
- C. Kimley-Horn will evaluate the following components at the WTP:
- | | |
|--|--|
| • Stormwater collection system | • Chemical storage and injection systems |
| • Paving and sidewalks | • Hydraulic infrastructure and controls |
| • Site security and access control | • Structural components including process tanks, buildings, walkways, and stairs |
| • Operations and maintenance buildings | • Individual power and control systems |
| • Softening systems | • Emergency backup systems |
| • Recarbonation systems | • General electrical systems |
| • Filtration systems | • Process instrumentation including primary elements and transmitters |
| • Clearwell and transfer pumping systems | • Automation and control systems including current operating protocols |
| • Backwash recovery system | • Site lighting |
| • Sludge processing system | |
| • Storage and distribution pumping | |
- D. Kimley-Horn will evaluate the following components at all three offsite storage and pump stations:
- | | |
|------------------------------------|---------------------------------------|
| • Ground Storage Tank | • Pumping systems |
| • Paving and sidewalks | • Operations and Maintenance Building |
| • Site security and access control | |

- Individual power and control systems
- Emergency backup systems
- General electrical systems
- Process instrumentation including primary elements and transmitters
- Automation and control systems including current operating protocols
- Site lighting

- E. Each of the components identified above will be described and evaluated for condition, operability, and remaining useful life.
- F. Kimley-Horn will evaluate the electrical, instrumentation, SCADA, PLC, and automation systems for consistent, reliable operation and recommend updates/upgrades. The electrical evaluation will include emergency backup systems, and Kimley-Horn will recommend improvements to allow for continued operation under adverse conditions. An electrical update/upgrade schedule will be included in the facility plan.
- G. The site evaluation component will include a summary document identifying each unit process a brief description of its operation and condition coupled with annotated pictures of any degraded conditions.

Task 3 – Wellfield Analysis

The City of Port Orange is experiencing elevated chloride concentrations in its eastern well field. High chloride concentrations have been reported in Wells 10, 11, 12 and 13. However, elevated chlorides have not been detected in the other wells that constitute the eastern well field. The City is requesting an evaluation be performed to examine the eastern well field with respect to the elevated chloride concentrations and to determine the feasibility to rehabilitating or relocating the affected wells.

- A. Well Field Evaluation - Kimley-Horn will review available data to evaluate the operation of the existing well field with respect to the elevated chloride concentrations. To perform this evaluation, we will review data and information available from the City and the St Johns River Water Management District (SJRWMD) pertaining to the following:
- Historical water quality for the past 10 years
 - Historical pumping/withdrawal rates
 - Well construction
 - Aquifer performance tests
 - Geophysical logging
 - Ground water elevation/flow
 - Consumptive use permitting
 - Aquifer performance test information

Kimley-Horn will supplement this data by reviewing relevant, published reports from the SJRWMD, US Geological Survey (USGS) and Florida Geological Survey (FGS) regarding the regional and localized hydrogeology and ground water quality in the vicinity of the eastern well field.

We will review and tabulate the historical water quality and pumping rate data to discern if trends are evident with respect to the elevated chloride concentrations. Additionally, we will prepare cross-sections for the eastern well field to evaluate well construction and depth relative to the localized hydrogeology. The well field data will be evaluated relative to the published data from the USGS, FGS and SJRWMD regarding saltwater intrusion.

- B. Well Field Evaluation Report - Following Kimley-Horn's review of the data and information for the eastern well field, we will prepare a Well Field Evaluation Report. The report will include a narrative describing the localized hydrogeology of the surficial and Floridan aquifers. Included with the report will be an assessment of the historical and current water quality conditions associated with the well field. The report will include the following:

- Tabular summaries of the water quality data
- Well construction summary for the eastern well field
- Graphical representations of the historical water quality and well pumping data
- Maps and cross-sections of the well field

The report will include a comparison of the Port Orange data to the regional water quality data published by the USGS, FGS and SJRWMD. More specifically, we will review the well field data with respect to the published data regarding salt water intrusion.

The purpose of the evaluation is to quantify and identify the cause of the increased chloride concentrations in the eastern well field. This will include an analysis of the individual wells within the well field. For those wells with elevated chloride concentrations, we will attempt to identify the potential causes for the water quality degradation. For the wells that do not exhibit elevated chloride concentrations, we will attempt to determine whether there is the potential for chloride concentrations to increase in the future. Additionally, Kimley-Horn will make recommendations regarding the affected wells. The recommendations may include well rehabilitation or relocation.

Kimley-Horn will provide the report to the City in electronic format (PDF). The report will be signed and sealed by a Professional Geologist licensed by the State of Florida.

- C. Well Design and Specifications - If the results of the Wellfield Investigation (Task 3) suggest that one of more of the wells be abandoned and replaced, Kimley-Horn will prepare preliminary construction specifications for the replacement well(s). This will include a limited review of existing city-owned properties as potential well sites. Candidate properties will be evaluated relative to the known lateral and vertical extent of chloride concentrations in the upper Floridan aquifer.

The construction specifications will include:

- Casing and total depth recommendations based on the localized hydrogeology
- Water quality and hydrogeologic testing requirements
- Well development requirements
- Aquifer performance testing procedures

Kimley-Horn will also prepare a standard detail for the proposed replacement well(s).

Additionally, Kimley-Horn will prepare written specifications for the abandonment of the affected wells.

The well construction specifications and standard detail will be presented to the City in a letter report that will be signed and sealed by a Professional Geologist.

Task 4 – Improvements Analysis

- A. The information from the condition assessment and the wellfield analysis will be evaluated based on the projected needs at the facility for continued reliable treatment. This includes an evaluation of future water quality degradation, potential regulatory changes, reliability, and aesthetic considerations such as taste, color and odor.

- B. Potential improvements such as a parallel treatment train, secondary facility, additional wellfield expansion, or modifications to the existing processes will be evaluated.
- C. Each potential modification will be detailed based on capital cost, operations cost, electrical integration, and potential space/site layout.
- D. Each option will be reviewed with City staff for compatibility with existing equipment and operational strategies.

Task 5 – Facility Plan

- A. Kimley-Horn will use the data collected from site visits, engineering and operations staff discussions, and record drawings to compile a facility plan which will describe and prioritize the necessary improvements on site and at the three offsite storage and pumping stations. A summary report will be prepared to document each component of the evaluation and each recommended improvement.
- B. Unit Process descriptions – these summaries will describe each unit inspected with an associated picture(s) and a summary table of the primary design components
- C. Operations summary – This will be a high-level overview of standard operating procedures at the facility to identify the criticality of each component for risk scoring
- D. Field inspection reports – these will be highlighted in the main report with additional documentation in the Appendices as needed.
- E. Capital improvements projects –
 - This section will include each project separately defined,
 - A ranking system agreed upon with County staff,
 - A prioritization scoring table for all of the projects.
 - Detailed opinions of probable construction costs for each project will be developed and tabulated.
 - Schedules for the duration of each project will be developed for future planning purposes. This scheduling will include a review of projected equipment fabrication and delivery times to accurately depict the long lead items which may affect construction scheduling.
- F. Backup documentation will be provided in appendices to keep the report more streamlined and readable.
- G. Meetings with staff will be held for the following items, each item may not be a separate meeting and can be combined as needed:
 - Establishment of ranking criteria
 - Review of ranking of projects
 - Review of CIP projects and scopes
 - Review of costing methodology and development
 - Review of scheduling standards for project development
 - Draft report review
 - Final report review
- H. Kimley-Horn will meet with City staff to discuss draft facility plan comments prior to finalizing the facility plan document.



- I. Kimley-Horn will prepare a summary of the identified projects that will be suitable for inclusion in a future Request for Qualifications (RFQ) for professional engineering services to prepare construction documents for the projects identified in the Facility Master Plan.

Additional Services If Required:

Services requested that are not specifically included will be provided under a new and separate IPO agreement or can be performed on an hourly basis upon written authorization.

Method of Compensation:

Kimley-Horn will complete the above scope of services for a lump sum fee of \$277,151.00 inclusive of expenses. A breakdown of fee by task is as follows:

Task	Total Costs
Task 1 - Data Collection	\$21,569.00
Task 2 - Site Evaluations	\$127,417.00
Task 3 - Wellfield Analysis	\$44,675.00
Task 4 - Improvements Analysis	\$37,468.00
Task 5 - Report Preparation	\$46,024.00
Project Totals	\$277,151.00

Schedule:

Kimley-Horn will begin services within 3 days upon receipt of an executed agreement. Kimley-Horn will present the draft facility plan within 180 days of notice to proceed and a final report within 60 days of receiving draft report comments from City staff.

Other Special Terms:

Services provided under this agreement will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: See Page 4 of Task Authorization No. 5

BY: 
Jon Martin, PE

TITLE: _____

TITLE: Sr. Vice President

DATE: _____

DATE: _____



City of Port Orange Public Works and Utilities Department

TO: Wayne Clark, City Manager

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

FROM: Junos Reed P.E., Engineering and Construction Manager

DATE: October 5, 2022

SUBJECT: Kimley Horn – Task Authorization No. 5 under the Master Contract for Professional Engineering Services CA7763 for the Water Treatment Plant Facility Plan

REQUEST:

The Public Works & Utilities Department is requesting approval of Task Authorization No 5 under the Master Contract for Professional Engineering services with Kimley for the Water Treatment Plant Facility Plan in the amount not to exceed \$277,151.00.

PURPOSE:

The purpose of the Facility Plan is to assist the city with maintaining compliance with the Florida Department of Environmental Protection (FDEP) permit to operate the Water Treatment Plant and the St. Johns River Water Management District (SJRWMD) Consumptive Use Permit (CUP) to withdrawal groundwater and operate the wellfield.

CONSIDERATION:

The Water Treatment Plant (WTP) was originally commissioned in 1983 and has undergone numerous improvement and upgrades over the years. The WTP site consists of three treatment trains, each with a softening tank, re-carbonation basin, filter, clear well, and transfer pump station. There is a common backwash recovery tank, sludge processing system, ground storage tank and High service pump station which sends the water to the distribution system for consumption. Additionally, the city operates three offsite storage & pumping stations in the distribution system.

The WTP Facility Plan will help the city plan and prioritize future WTP facility and offsite improvement projects and improvements. It will identify treatment process improvements, needed maintenance and capital project improvements for both the Water Treatment Plant, the three offsite storage & pumps stations, and the wellfield. The Facility Plan also

includes a wellfield analysis required by the CUP. This was deemed necessary due to the elevated chloride concentrations in a portion of the eastern well field and will help the city quantify and identify the cause of the increased chloride concentration in the eastern well field. The well field evaluation will include an analysis of the individual wells within the well field with elevated chloride levels and recommendations of how to rehabilitate the wells or a determination that the well need to be relocated and re-drilled. The plan will also include facilities site evaluations for the WTP and three remote storage & pumping stations and will include and improvements analysis to identify future improvements to insure continued reliable water treatment.

The Facility Master Plan will provide a Basis of Design Report (BODR) which is required for any grant funding or state revolving loan program. The previous Public Utilities Master Plan was completed in 2005. Approximately 90% of the recommendation from the 2005 report have been initiated or are in the planning stages.

Funding will be handled under the first Finance Budget true up for FY23. We will request a fund balance transfer from the 401 fund.

FUNDING:

Public Utilities Master Plan – Water Reclamation Facility

Fund: 403

Fund Name: Water and Sewer R&R

Cost Center: Water and Sewer

Program: Utility Administration

Spend Category: Sewage - Capital

Actual: \$144,740

Project: MPL001

Public Utilities Master Plan – Water Reclamation Facility

Fund: 405

Fund Name: Water and Sewer Impact

Cost Center: Water and Sewer

Program: Utility Administration

Spend Category: Sewage- Capital

Actual: \$125,000

Project: MPL001

RECOMMENDATION:

The Public Utilities Department recommends approval of Task Authorization No 5 under the Master Contract for Professional Engineering services with Kimley Horn for Design and Bidding Assistance Services for Water Treatment Plant Facility Plan project in the amount not to exceed \$277,151.00.

ANTICIPATED SCHEDULE:

a) Council Approval Date:

b) The length of Task Authorization will be 2 years from the Notice to Proceed date

ATTACHMENTS:

1. Task Authorization No. 5 draft documents
2. Kimley Horn Water Treatment Plant Facility Plan proposal

PORT ORANGE WATER TREATMENT PLANT FACILITY PLAN

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Port Orange (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated January 18, 2022, which is incorporated herein by reference.

General Category of Services:

The scope of work presented below was prepared following discussions with the City of Port Orange staff regarding the City of Port Orange Garnsey Water Treatment Plant (WTP) and three offsite storage and pump station sites. City staff requested that Kimley-Horn provide a proposal to develop a comprehensive WTP plan for the purpose of planning and prioritizing future facility and offsite improvement projects. This scope of services describes the specific tasks to gather information and perform the necessary analyses to identify treatment process improvements, needed maintenance and capital project improvements for both the WTP and offsite storage and pump stations, develop project cost opinions, and document the project results in a facility plan. The City owns and operates three offsite storage and pump stations are Oceans PS, Cypress Head PS, and Peninsula PS.

The WTP site consists of three treatment trains each with a softening tank, recarbonation basin, filter, clearwell and transfer pump station. There is a common backwash recovery tank and sludge processing system. The finished water is sent to a common ground storage tank and sent into the distribution system by the high service pump station. Included in this evaluation is a review of the maintenance and operations buildings as well as the general site infrastructure. The repumping stations evaluations will include pumping systems, ground storage tanks, and site infrastructure.

The following is our understanding of the specific scope of work that has been requested by City staff.

Scope of Services:

Task 1 – Data Collection

A. The City will provide Kimley-Horn the following information:

Physical Data: Existing as-built/design drawings (PDF and AutoCAD) and specifications, surveys, mechanical process equipment performance data, tank configurations, operation and maintenance (O&M) manuals, and any other data or information pertinent for the evaluation.

Process Data: Operating objectives such as set-points, chemical usage, process efficiencies, process waste disposal, etc. The City will provide Kimley-Horn the last two years of daily operations and process control data in electronic format (Excel preferred).

Operating Data: Operating and maintenance costs including energy consumption and chemical costs.

Raw Water Characteristics: Historical sampling data, and the FDEP sampling results for the last 2 years in electronic format (Excel preferred). This data will be downloaded from the FDEP Oculus site. Additional sampling data may be required and Kimley-Horn will perform preliminary evaluations and then submit a list of additional parameters and sampling schedule for the City to perform.

Wellfield Data:

- Historical water quality and pumping data for the eastern well field
 - Well construction information
 - Consumptive use permit documentation
 - GIS (geographic information system) data for the well field
 - Video logs or geophysical logs for the wells
- B. Kimley-Horn will rely on the population estimates (and associated wastewater demand estimates) developed in the City's CUP as the basis for projected flows.
- C. Kimley-Horn will review, organize, and process data collected from the City. Kimley-Horn will attempt to find missing information using the FDEP Oculus system. Kimley-Horn will work with the City staff to recover critical data that is not readily available on the Oculus system.

Task 2 – Facilities Site Evaluation

- A. Kimley-Horn will conduct site visits to the WTP and offsite storage and pump stations and meet with engineering, operations, and maintenance personnel to discuss operational/maintenance issues and to identify the City's operations and treatment goals for the WTP and offsite storage and pump stations.
- B. Kimley-Horn will review as-built record drawings to determine pipe and component elevations, diameter, and tank volumes. Kimley-Horn will verify record drawing information by conducting site observations and reviewing with plant operations staff. Site survey by licensed surveyors is not included in this scope of work. If necessary, professional survey will be performed as an additional service.
- C. Kimley-Horn will evaluate the following components at the WTP:
- | | |
|--|--|
| • Stormwater collection system | • Chemical storage and injection systems |
| • Paving and sidewalks | • Hydraulic infrastructure and controls |
| • Site security and access control | • Structural components including process tanks, buildings, walkways, and stairs |
| • Operations and maintenance buildings | • Individual power and control systems |
| • Softening systems | • Emergency backup systems |
| • Recarbonation systems | • General electrical systems |
| • Filtration systems | • Process instrumentation including primary elements and transmitters |
| • Clearwell and transfer pumping systems | • Automation and control systems including current operating protocols |
| • Backwash recovery system | • Site lighting |
| • Sludge processing system | |
| • Storage and distribution pumping | |
- D. Kimley-Horn will evaluate the following components at all three offsite storage and pump stations:
- | | |
|------------------------------------|---------------------------------------|
| • Ground Storage Tank | • Pumping systems |
| • Paving and sidewalks | • Operations and Maintenance Building |
| • Site security and access control | |

- Individual power and control systems
- Emergency backup systems
- General electrical systems
- Process instrumentation including primary elements and transmitters
- Automation and control systems including current operating protocols
- Site lighting

- E. Each of the components identified above will be described and evaluated for condition, operability, and remaining useful life.
- F. Kimley-Horn will evaluate the electrical, instrumentation, SCADA, PLC, and automation systems for consistent, reliable operation and recommend updates/upgrades. The electrical evaluation will include emergency backup systems, and Kimley-Horn will recommend improvements to allow for continued operation under adverse conditions. An electrical update/upgrade schedule will be included in the facility plan.
- G. The site evaluation component will include a summary document identifying each unit process a brief description of its operation and condition coupled with annotated pictures of any degraded conditions.

Task 3 – Wellfield Analysis

The City of Port Orange is experiencing elevated chloride concentrations in its eastern well field. High chloride concentrations have been reported in Wells 10, 11, 12 and 13. However, elevated chlorides have not been detected in the other wells that constitute the eastern well field. The City is requesting an evaluation be performed to examine the eastern well field with respect to the elevated chloride concentrations and to determine the feasibility to rehabilitating or relocating the affected wells.

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Other Special Terms:

Services provided under this agreement will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

Jon Martin, PE

TITLE: _____

TITLE: Sr. Vice President

DATE: _____

DATE: _____



CITY OF PORT ORANGE MASTER CONTRACT PROFESSIONAL ENGINEERING SERVICES FOR PUBLIC WORKS, UTILITIES AND ENVIRONMENTAL SERVICES

This Standard Contract for Services ("Contract") is entered into this 18 day of Jan, 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 **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina corporation, registered to transact business in Florida, whose principal address is 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("Engineer"). The City and Engineer are collectively referred to herein as the "Parties."

The City and the Engineer for Ten Dollars (\$10.00) and other good and valuable consideration hereby covenant and agree as set forth below.

1. Provision of Services

(a) The Engineer hereby agrees to provide the following services to the City of Port Orange:

(i) Professional continuous utility engineering consulting services to complete a wide range of projects led by the City of Port Orange Public Works and Utilities Department in accordance with Consultants Competitive Negotiation Act, and as more specifically described in Request for Statement of Qualifications 21-03 ("RFSQ 21-03"). This Contract together with RFSQ 21-03, Addendum No. 1, Addendum No. 2, and Engineer'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 Engineer. For convenience, Section 3, Scope of Services, of RFSQ 21-03, and the Schedule of Hourly Billing Rates as submitted by Engineer in Engineer's Proposal are attached hereto as Exhibit "1." A complete copy of RFSQ 21-03 is available in the Office of the City Clerk. Engineer 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 term of this Contract shall commence on the date this Contract is signed by both of the Parties, and shall continue for a period of three (3) years, or until either party provides the other party written notice of its intent to terminate as provided in this Contract.

Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for up to two (2) additional one (1) year periods.

Manner and Place: The Engineer shall perform the services as outlined in each project assignment, 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. Engineer shall not deliver goods or services without a fully executed task authorization and a written purchase order, signed by an authorized agent of the City of Port Orange.

Time and Essence: Engineer acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. Authorization for Services This Contract standing alone does not authorize the performance of any work or services to be provided by the Engineer or require the City to place any orders for work or service. Authorization for performance of services by the Engineer under this Contract shall be in the form of written Task Authorization(s) ("Task Authorization") issued and executed by the City and signed by the Engineer. A sample Task Authorization is attached hereto as Exhibit "2."

- a. All Task Authorizations issued under this Contract shall terminate at the expiration of the term of the Task Authorization, unless amended in writing by the parties. If a Task Authorization issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion of Services under said Task Authorization, including any Amendments thereto, and after all work or services under the Task Authorization have been approved and accepted by the City's Contract Administrator. The obligations entered herein by both parties under this Contract and said Task Authorizations shall remain in full force and effect until completion of all work or services performed under this Contract and/or the Task Authorization.
- b. No new or additional Task Authorization shall be issued after the original expiration date of this Contract. The extension of this Contract to coincide with the completion of an existing Task Authorization issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the City or the Engineer to enter into a new or additional Task Authorization after the original expiration date of this Contract, unless this Contract is renewed prior to entering into a Contract for a new or additional Task Authorization.

3. City Obligations The City reserves the right to utilize lump sum or hourly rate compensation, at the hourly rate compensation as set forth in Exhibit "1." Rates may be adjusted on the anniversary of the effective date of this Contract, upon mutual written agreement of the Parties. The City's obligation to pay Engineer under this Contract is limited to an amount not to exceed the appropriated budget per 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. The Engineer shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer, plus fifteen percent (15%). The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.

4. Contract Administration The Public Works and 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 Engineer. For notice provisions, see the paragraph below entitled "Notice."

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

6. Statement of Engineering Services The Engineer shall:

- (a) Provide all certifications ("Engineer of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
- (b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;
- (c) Verify and evaluate technical proposals furnished by the construction Engineer if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.
- (d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);
- (e) Furnish all other engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this contract:
 - (i) Site Visits/Special Permits The Engineer shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
 - (ii) Preliminary Sketches and Opinion of Probable Construction Costs The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.
 - (iii) Working Drawings and Specifications After the preliminary sketches and opinion of probable construction costs have been approved, the Engineer shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Engineer shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.

- (iv) Original Drawings - Final Plans Upon approval of final plans the Engineer shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Engineer shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.
- (v) Revision of Final Drawings and Specifications The engineer shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible.
- (vi) Bidding The Engineer shall perform all necessary engineering services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator.

7. Responsibility of the Engineer The Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Engineer under this contract. The Engineer shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

8. Reuse of Documents The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other engineer's work produced in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including Drawings and Specifications prepared by Engineer pursuant to this Contract are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by City or others for any other project. Reuse for another project without written verification or adaption by Engineer for the specific purpose intended will be at City's risk. Any such verification or adaption will entitle Engineer to further compensation at rates to be agreed upon by City and Engineer. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Engineer.

9. Expert Witness The Engineer shall serve as an expert witness for the City in any legal proceedings regarding this project if the City so requests. The expert witness fee for Engineer shall be negotiated at the time the Engineer is called as an expert.

10. Modifications to Scope of Work/Change Orders

(a) Change Orders. The Contract Administrator, upon written approval 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 one or more of the following: the services to be performed, the contract price 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 Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment and the contract

shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.

(c) Any claim by the Engineer for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Engineer of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the contract. The Engineer shall proceed with the prosecution of the work as changed. Except as provided in this Contract, the Engineer shall not be entitled to payment for a charge for any extra work or material.

11. Subcontractors or Sub-Subcontractors

(a) Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified in an amendment to this Contract. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

(b) Engineer shall save and hold the City harmless from any and all claims or actions by Engineer's Subcontractors or Sub-subcontractors for payment of monies such Subcontractor or Sub-subcontractor claims to be owed by Engineer for work performed under this Contract.

(c) Nothing in this Contract shall create any obligation on the part of the City to pay directly to any Subcontractors or Sub-subcontractors or claims of a Subcontractor or Sub-subcontractors for amounts owed by Engineer to Subcontractor or Sub-subcontractor for work performed under this Contract.

(d) Engineer shall be fully responsible for all negligent acts and omissions of it Subcontractors and Sub-subcontractors and of persons directly or indirectly employed by them and of persons of whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract documents shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor to the extent practicable, evidence of amounts paid to the Engineer on account of specific work done in accordance with the schedule of values.

(e) The Engineer shall require all subcontractors or sub-subcontractors or outside associates employed in connection with the performance of this Contract to comply fully with the terms and conditions of this Contract between the City and the Engineer.

12. Termination

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Engineer of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Engineer shall:

(i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

(ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.

- (iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
 - (iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Engineer under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 - (v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.
 - (vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.
 - a. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and
 - b. The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to the City.
 - (vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- (c) After receipt of a Notice of Termination, the Engineer shall submit to the City's Contract Administrator his termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Engineer made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Engineer to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him, the amount, if any, due to the Engineer by reason of the termination and shall thereupon pay to the Engineer the amount so determined.
- (d) Subject to the provisions of Paragraph 11 (c), the Engineer and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Engineer by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Engineer shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Engineer, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.
- (e) In the event of the failure of the Engineer and the Contract Administrator to agree as provided in Paragraph 11 (d), upon the whole amount to be paid to the Engineer by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Engineer the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon, as follows:

(i) For completed work and services accepted by the City, the price or prices specified in the contract for such work, less any payments previously made.

(ii) The total of:

a. The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under Paragraph 11 (e)(i) hereof;

b. The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11 (b)(v) above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11 (a) above; and

c. A sum, as profit on Paragraph 11 (a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.

(iii) In the event the contract is terminated because of Engineer's default, the City may take over the work and services and complete the same by contract or otherwise, and the Engineer shall be liable to the City for any increased cost of the project.

13. 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 Engineer. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination. 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.

14. Engineer's Records. The design, permits and all other records prepared by the Engineer, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Engineer shall be retained by the Engineer for the requisite time set forth in Florida Administrative Code Rule 1 B-24 <http://dos.myflorida.com/library-archives/records-management/>. Engineer may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. During the term of this Contract, as amended from time to time, Engineer agrees to indemnify the City for failure to comply with the requirements of this paragraph including costs of litigation and legal fees incurred through all appeals. City reserves the right to select and approve the defense attorney. The Engineer's obligations pursuant to this paragraph shall survive the termination of this Contract, and as amended from time to time.

15. Examination of Records

(a) The Engineer 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 Engineer involving transactions related to this Contract.

(b) The Engineer 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 Engineer 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.

16. Public Records Compliance Engineer 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 Engineer does not transfer the records to the City.

(d) Upon completion of the Contract, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer 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 Engineer does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Engineer may be subject to penalties under Section 119.0701, Florida Statutes.

ENGINEER QUESTIONS RELATING TO ENGINEER'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.

17. Insurance Engineer shall maintain insurance, as required herein, during the life of this Contract. Engineer 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 Engineer shall be primary and non-contributory. All insurance coverages of the Engineer shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Engineer'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. Engineer may use leased employees if the Engineer 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 Engineer 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. Engineer 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.

Engineer 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 Engineer is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Engineer to ensure the subcontractors maintain the required coverage, shall not relieve the Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<u>Contract Amount</u> Up to \$10 million \$10 - \$20 million Contracts over \$20 million To Be Determined by the City.	<u>Limits</u> Statutory/\$500,000 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)	Limits: 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 Engineer 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 Bodily Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. Additional Coverage:	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.	
☐	Engineer 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.		

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

19. 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.

20. Liability for Loss or Damage

(a) Engineer shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Engineer, 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, to the extent caused by negligent performance of the Contract by Engineer, his/its agents, servants and employees. Engineer 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, Engineer agrees as follows:

(a) Engineer 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 Engineer. Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Engineer agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Engineer shall state in all solicitations or advertisements for employees placed by or on behalf of Engineer that Engineer 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. Engineer 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. Engineer 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 Engineer on or after the effective date of this Contract and thereafter during the remaining term of this Contract, including all subcontractors. Any subcontract entered into by Engineer with any subcontractor performing work under this Contract shall include the following language: "The Sub-Engineer 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 Engineer on or after the effective date of this Contract and thereafter during the remaining term of the Contract." The Engineer covenants and agrees that if it is found in violation of this section of the Executive Order, such violation shall be a material breach of this Contract and Engineer shall indemnify, defend and hold harmless the City from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the City.

23. Disputes The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Engineer, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. 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. Pending a final determination of a properly appealed decision of the City Council, Engineer shall proceed diligently with the performance of this Contract in accordance with that decision.

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 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.

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

28. 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.

29. 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
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Engineer: ~~Kimley-Horn and Associates, Inc.
Attention: Brian A. Good, Director
421 Fayetteville Street
Suite 600
Raleigh, North Carolina 27601~~

Attention: Jonathan D. Thigpen, Senior Vice President
189 South Orange Avenue
Suite 1000
Orlando, Florida 32801
(407) 898-1511 – Telephone
(561) 863-8175 – Facsimile

~~Wayne.White@kimley-horn.com~~ jonathan.thigpen@kimley-horn.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.

30. Truth-in-Negotiations

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract or Task Authorization.

31. Waiver of Breach and Materiality Failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Contract.

32. 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 Engineer and the City until the City signs this Agreement.

33. 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:

Nicole McConnell
Printed Name: NICOLE MCCONNELL

Tucker Hunter
Printed Name: Tucker Hunter

KIMLEY-HORN AND ASSOCIATES, INC.

By: Jonathan D. Thigpen
Jonathan D. Thigpen, Senior Vice President

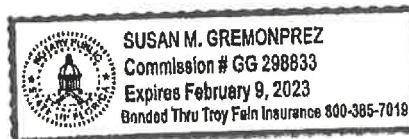
If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: January 7, 2022

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of January, 2022, by Jonathan D. Thigpen, as Senior Vice President of Kimley-Horn and Associates, Inc., a North Carolina corporation, registered to transact business in Florida. He is ☒ personally known or ☐ produced _____ as identification.

Susan M. Gremontprez
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



Witnesses:

CITY OF PORT ORANGE

Printed Name: Samie Miller

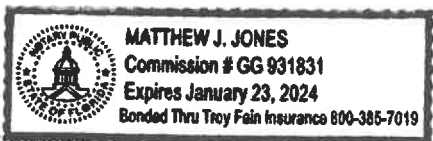
By: Donald O. Burnette
Donald O. Burnette, Mayor

Printed Name: Matt Jones

Date: 1/18/2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of Jan., 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.



Matthew J. Jones
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: Samie Miller



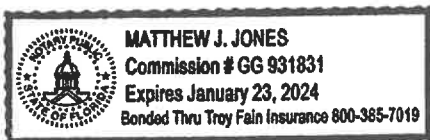
By: Robin L. Fenwick
Robin L. Fenwick, MMC, City Clerk

Printed Name: Matt Jones

Date: 1/18/2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 18 day of Jan., 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.



Matthew J. Jones
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

EXHIBIT “1”

Engineer's Schedule of Hourly Billing Rates and RFSQ 21-03 Section 3

Consisting of 2 Pages

**KIMLEY HORN AND ASSOCIATES
SCHEDULE OF HOURLY BILLING RATES**

Labor Position/Classification Level	Hourly Rate
Principal	\$300.00
Senior Project Manager	\$230.00
Project Manager	\$190.00
Senior Project Engineer	\$210.00
Project Engineer	\$170.00
Analyst 3	\$145.00
Analyst 2	\$125.00
Analyst 1	\$115.00
Senior Environmental Scientist	\$185.00
Environmental Scientist	\$130.00
GIS Analyst	\$130.00
Grants Coordinator	\$175.00
Sr CAD Designer	\$185.00
CAD Designer	\$150.00
CAD Technician	\$110.00
Administrative	\$95.00
Clerical	\$75.00

Notes:

1. Billing rates listed in the table above are for the period from FY2022 through FY2024.
2. The salary multiplier billing rates include all payroll burden, overheads, and profit.
3. Subconsultants will be billed at 115% of actual cost
- ~~4. Standard project expenses will be billed as an allocation equivalent to 5.0% of the labor fee.~~

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

SCOPE OF SERVICES

The City of Port Orange is soliciting proposals from qualified firms for professional continuous engineering consulting services to complete a wide range of needs lead by the City of Port Orange Public Works & Utilities Department. The City will select a minimum of three, and up to five firms who can provide all, some, or one of the category service disciplines outlined in the scope of services. Firms do not have to be able to provide all of the services listed in the scope of services. For instance, if a firm only provides Environmental Services then they should state that in their initial Statement and provide all of the supporting data within the submittal to support the type of services provided. Individual firms are the focus of this RFSQ process, therefore the City will not accept Statements of Qualifications submitted with multiple firms (i.e., teams). The City is seeking the most highly qualified firms in the following category service disciplines;

- **Public Utilities (Water, Wastewater, & Reclaimed Water):**
 - Analysis, survey, design, permitting, bidding assistance, engineering services during construction, and State Revolving Funds (SRF) loan assistance for the Cities water, wastewater, and reuse systems. Including but not limited to the Cities wastewater collection and treatment systems, raw water wells, raw water transmission, water treatment, and reclaimed water storage and distribution systems
- **Public Works (Stormwater, Roadways, and Sidewalls/Trails):**
 - Analysis, survey, design, permitting, bidding assistance and engineering during construction for the Cities roadways and sidewalks
 - General stormwater needs as required by the Stormwater Utility Program. The list of services shall consist of, but not be limited to, the following:
 - National Pollutant Discharge Elimination System (NPDES) program assistance and implementation,
 - Total Maximum Daily Load (TMDL) program assistance and implementation including, but not limited to, the evaluation and establishment of estuarine TMDLS and NNC, developing ecosystem goals and targets based on the requirements of the environmental and biological indicators, hydrodynamic modeling, water quality statistical analysis, natural systems analysis and habitat analysis,
 - Watershed management planning including, but not limited to, initial hydrologic and hydraulic modeling of the watersheds in Port Orange, as well as pollutant loading modeling and updates to existing Stormwater Management Master Plans of the watersheds,
 - Engineering analysis/design and permitting of capital improvement projects, and
 - Other stormwater/environmental needs that may arise.
- **Environmental Services:**
 - Provide services related to wetlands mitigation bank management, gopher tortoise mitigation bank management, potable drinking water Consumptive Use Permit (CUP) permit monitoring, reporting, and compliance assistance, hydrologic services related to potable water wellfield management and development
 - Monitoring, sampling, and reporting services as required for permits issued and regulated by various local and State agencies such as Consumptive Use Permitting and other operational permits issued to the City by St. Johns River Water Management, U.S. Army Corps of Engineers, and the Florida Department of Environmental Protection for the operation of the Cities Wetlands Mitigation Bank, Gopher Tortoise Mitigation Bank each have very specific and differing water sampling, monitoring, and reporting procedures and requirements.
- **Grant Compliance Assistance:**
 - Provide Grant Compliance assistance for local, state, and federally administered grants, including but not limited to, HUD Community Development Block Grants, FEMA Hazard Mitigation Grant Program, FDEP Legislative Appropriation grants. Services will include tasks such as; Assistance with U.S. Department of Housing and Urban Development Environmental Review Record Development for projects funded with Community Development Block Grant Funds. Reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance.

[End of Scope of Services - Remainder of this page left intentionally blank]

EXHIBIT "2"

Task Authorization Template

Consisting of 4 Pages

TASK AUTHORIZATION NO. ____

**Master Contract for Services dated _____
Between the City of Port Orange, Florida and Kimley-Horn and Associates, Inc.**

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **KIMLEY-HORN AND ASSOCIATES, INC.**, North Carolina corporation, registered to transact business in Florida, with its principal place of business at 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services for Public Works, Utilities and Environmental Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to _____, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."

3. Engineer shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Engineer.

4. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed \$_____. 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.

5. Truth-in-Negotiations

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract or Task Authorization

6. This Task Authorization 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 Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Engineer and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

KIMLEY-HORN AND ASSOCIATES, INC.

Printed Name: _____ By: _____
Jonathan D. Thigpen, Senior Vice President

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____

Donald Burnette, Mayor or
Wayne Clark, City Manager

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

By: _____

Robin L. Fenwick, MMC, City Clerk

Printed Name: _____

Date: _____



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 11/1/2022

SUBJECT: (B7c) Approval of Change Order No. 2 to TEDS for additional specific design work to Task Authorization No. 9 for SJR2C Loop Trail (SUN Trail - Spruce Creek Road)

DEPARTMENT: Community Development

GOAL: 1 - Public Safety
3 - Quality of Life

RECOMMENDED MOTION: Move to approve Change Order No. 2 to Task Authorization No. 9 to TEDS/Stamley Consultants in the amount of \$96,700, authorizing the Mayor and City Clerk to execute all necessary documents.

SUMMARY: At their October 18 meeting, the City Council approved Resolutions 22-33 and 22-34 accepting State Funded Grants totaling \$111,065 for right-of-way acquisition services and design of safety lighting for the Port Orange segment of the St. Johns River to Sea (SJR2C) Loop Trail on Spruce Creek Road from Selin Circle to Herbert Street. The St. Johns River-to-Sea Loop is a 260-mile regional trail system that runs through five Florida counties (Putnam, St. Johns, Volusia, Brevard, and Flagler), and includes the entire Palatka-to-St. Augustine State Trail and is part of the 3,000-mile East Coast Greenway.

Community Development staff have negotiated terms of a change order with the City's design consultant, Traffic Engineering Data Solutions, Inc. (TEDS), for the following: 1) design of safety lighting along a raised boardwalk through a wooded, city-owned parcel, north of Canalview Boulevard and where the trail would cross a right-of-way and; 2) acquisition services of right-of-way or an easement so the trail can be designed to extend along the east side of Spruce Creek Road from the current terminus to Oak Street and not require the two (2) mid-block crossings on Spruce Creek Road. The change order also includes an extension of time to complete the additional work in this change order (acquisition of right-of-way or an easement and safety light design) by September 30, 2023.

CHANGE ORDER NO. 2
To Construction Contract dated 2/14/2017
Task Authorization #9 (6/15/2021)
TRAFFIC ENGINEERING DATA SOLUTIONS, INC, Contractor

Project: FPN 439865-3-34-01 SUN Trail SJR2C Loop Trail
Project XSG200

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$190,317.08	Original Contract Times: Final Completion for Tasks 1-10 of Task Authorization No. 9: June 30, 2022 (NTP issued on July 6, 2021) Final Completion for Tasks 11-12 of Task Authorization No. 9: September 30, 2023 (NTP not issued yet)
Net changes from previous Change Order: No.1: \$2,000.00	Changes in contract time from previous Change Orders: No.1: 0 days
Contract Price prior to this Change Order: \$192,317.08	Contract Completion Date prior to this Change Order: Final Completion: No change
Net Increase (decrease) of this Change Order No. 2: \$96,700.00	Changes in contract time requested this Change Order No.2: (Requires Council Approval) Final Completion for Tasks 11-18 of Task Authorization No.9: September 30, 2023
Contract Price with all approved Change Orders: \$289,017.08	Contract Times with all approved Change Orders: Final Completion for Tasks 1-10 of Task Authorization No. 9: June 30, 2022 Final Completion for Tasks 11-18 of Task Authorization No. 9: September 30, 2023 (NTP not issued yet)

CHANGES ORDERED:

- I. **GENERAL:** This Change Order is necessary to cover changes in the work to be performed under the Master Contract entered into by and between the parties on February 14, 2017 and Task Authorization No. 9 dated June 15, 2021.

II. **REQUIRED CHANGES:**

To provide for additional professional services for the design of safety lighting and right-of-way or easement acquisition services.

No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.

III. **JUSTIFICATION:**

In follow up to approval of Resolutions 22-33 and 22-34 accepting State Funded Grants totaling \$111,065 in additional FDOT funding for safety lighting design (\$33,075) and right-of-way acquisition services (\$77,990), (no City match(es) required), Community Development staff have negotiated terms of a change order with Traffic Engineering Data Solutions, Inc. (TEDS) for the related design services.

The additional lighting design services covered by the proposed change order include:

- (1) The boardwalk section of the trail on the city-owned parcel from Canal View Blvd and Herbert Street,
- (2) At the proposed crosswalk across Herbert Street at 6th Street,
- (3) At the proposed crosswalk across Spruce Creek Road near Selin Circle, and
- (4) At the proposed crosswalk across Spruce Creek Road at Oak Street.

As noted in TEDS' original proposal for the design project, right-of-way and/or an easement is required across a privately-owned parcel in order to maintain the trail entirely on the east side of the Halifax Canal. In order to comply with all FDOT guidelines and US Federal Highway Administration's Uniform Act property acquisition policy process, and in view of the ROW Agent's retirement, City staff requested additional financial funding from FDOT for consultant services to assist and provide assurances of compliance.

In the event negotiations are not able to continue to facilitate the trail to be constructed completely on the east side of the Halifax Canal, the proposed change order includes "Additional Lighting Design (if required)" for the proposed crosswalks across Spruce Creek Road (Locations 3 & 4 listed above).

- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of the Contract subject to a limit not to exceed \$96,700.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

- V. This Change Order 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 Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon. This modification shall not extinguish the right of either party to bring a claim under the original contract as modified hereby.

RECOMMENDED BY:
COMMUNITY DEVELOPMENT
Department Project Manager

By: _____
Printed Name: Lisa Epstein
Title: Project Manager

Date Signed: _____

ACCEPTED BY:
TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
Contractor

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Printed Name: Tim Burman
Title: Community Development Director

Date Signed: _____

City Manager

By: _____

Printed Name: Wayne Clark

Title: City Manager

Date Signed: _____

Affirmed:

By: _____

Robin L. Fenwick, MMC, City Clerk

Date Signed: _____

If Council approval is required:

By: _____

Printed Name: Donald O. Burnette

Title: Mayor

Date Signed: _____



PROPOSAL
CHANGE ORDER No. 2
to Task Authorization No. 09

Contract: Master Contract for Engineering Services dated February 14, 2017
Task Authorization No.: 09
Project Name: SJR2C Loop Trail (Spruce Creek Rd)
from South of Selin Circle to Herbert St
(FPN 439865-3-34-01)
TEDS Project Number: 10962
Date: September 27, 2022

Traffic Engineering Data Solutions, Inc. (TEDS) is pleased to offer this proposal to the City of Port Orange (City) for providing additional design services on the above referenced project.

PROJECT UNDERSTANDING

- As of July 6, 2021, TEDS received Purchase Order #001376 to provide roadway design services for this project, which is to be constructed through the Shared Use Nonmotorized (SUN) Trail Program, with state funding allocated under FPID 439865-3-34-01 to be administered by the Florida Department of Transportation (FDOT).
- As noted in the original proposal, Right-of-Way (R/W) and/or easements are required on parcel 630901010080 (presently owned by JENZANO GROUP LLC) in order to maintain the trail entirely on the east side of the Halifax Canal.
- R/W procedures for SUNTrail projects must follow federal funding requirements.
- The City originally anticipated conducting negotiations with the property owner themselves and using their other vendor(s) to provide the associated support services. However, based on initial discussions with the FDOT, there is a possibility for the City to obtain Multi-Modal Access Funds for pursuing the necessary R/W and/or easement. Accordingly, the City has requested this proposal to provide R/W support services.
- With commencement of R/W support services mid-stream in the design process, it is anticipated that the design schedule will be extended out several additional months.
- As noted in the original proposal, the Preliminary Engineering Report (PER) conducted previously by FDOT vaguely indicated that lighting along the trails should be given consideration, and lighting improvements were also referenced in the Scope & Schedule, but per the City's request, lighting design services were previously removed from the scope of services. However, the FDOT has subsequently agreed to allocate construction funding for lighting features, and the City has therefore requested this change order include lighting design services for four (4) separate locations, as described below:
 1. Through the boardwalk section between Canal View Blvd. & Herbert Street
 2. At the proposed crosswalk across Herbert Street at 6th Street
 3. At the proposed crosswalk across Spruce Creek Road near Selin Circle
 4. At the proposed crosswalk across Spruce Creek Road at Oak Street
- The City will determine whether there is sufficient support to proceed with R/W acquisition soon after initial contact is made with JENZANO GROUP LLC (owner of parcel 630901010080) and their initial reaction to the project is ascertained. In the event R/W is pursued, the proposed crosswalks at Locations 3 & 4 above may be eliminated from the project, which in turn, would eliminate the need for the associated signal devices and lighting improvements.

SUPPLEMENTAL SERVICES

Task 13 – R/W Coordination

TEDS will complete additional project management and administrative services related to the additional R/W support services, including the following:

- Additional general coordination with the CITY to discuss project issues or provide status updates on current progress over the extended duration of design
- Additional setup of sub-consultant contract(s) and administration, including monthly invoicing

Task 14 – R/W Support Services (Phase 34)

TEDS will retain Edwin R. Barfield, LLC to provide the Phase 34 R/W support services described in the attached proposal dated March 7, 2022.

Task 15 – R/W Support Services (Phase 44)

TEDS will retain Edwin R. Barfield, LLC to provide the Phase 44 R/W support services described in the attached proposal dated March 7, 2022.

Task 16 – Lighting Design

TEDS shall conduct a lighting analysis for the following locations:

1. Through the boardwalk section between Canal View Blvd. & Herbert Street
2. At the proposed crosswalk across Herbert Street at 6th Street

TEDS will coordinate with the CITY regarding preferred lighting fixtures and coordinate with the structural engineer regarding the attachment of lighting system(s) to the proposed timber boardwalk. TEDS will also coordinate with the power company for location of electrical power service connection(s). A field visit will be conducted to gather pertinent information relative to the analysis of existing conditions and the development of improvement alternatives. TEDS will then develop one (1) lighting improvement concept based on meeting lighting criteria in FDOT's FDM. A Lighting Design Analysis Report (LDAR) will be prepared using the latest AGI software. The lighting analysis shall demonstrate that FDOT criteria is met, as best as practicable.

A CAD drawing will be prepared for the lighting improvement concept, also showing additional information such as conduit runs, power connectivity, formal pay item numbers, note sheets, etc. In developing the concept, TEDS will prepare a lighting design analysis. Following, TEDS will prepare a signed and sealed set of lighting plans for permitting, bidding and construction. The tasks involved in this process include design of the highway lighting, submission of the preliminary design for review and finalization of design plans including the incorporation of appropriate design review comments. Final plans will be prepared at a scale of 1" = 40'. Each of the design tasks is detailed below.

Task 16.1 – Data Collection

TEDS will utilize the survey from the roadway design in the development of the lighting plans. TEDS shall identify the utility companies possibly having utilities in the vicinity of the lighting locations. TEDS shall then identify the preferred location of the light poles and provide this initial information to each of the utility companies for verifying the location of their utilities and any potential conflicts.



Task 16.2 – Initial Plan Preparation

TEDS shall provide the lighting plan package to include the following:

- Key Sheet (1 sheet) identifying the PROJECT name and location, Engineer of Record, the date of the design plan preparation, appropriate standards and specifications identification, revision block and plan sheet table of contents;
- General Note Sheet (1 sheet) containing lighting design and installation notes standard to the City of Port Orange, Volusia County, and FDOT;
- Tabulation of Quantities Sheet (1 sheet) identifying the pay item descriptions and quantities of the lighting components, identifying appropriate general design notes pertaining to the lighting design;
- Pole Data and Legend (1 sheet) identifying the details for each pole including circuit, pole number, pole location, arm length, wattage, and mounting height. Also included is the legend identifying the symbols and descriptions associated with each symbol. Additionally, this sheet will identify the lighting design criteria.
- Lighting Plans (3 sheets) presenting the lighting at Locations 1 & 2 in plan view, appropriate lighting design components including FDOT Pay Item Numbers, light pole and pull box location, circuits, and service point;
- Service Point Detail Sheet (1 sheet) presenting the details of the load centers. Voltage drop calculations will be prepared in accordance with FDM.

TEDS shall provide a digital copy of the submittal to the CITY/Volusia County/FDOT for review and comment.

Task 16.3 – Final Design Plan Preparation

Upon receipt of the agency comments, TEDS shall address each comment in writing and shall discuss the appropriate revisions to the plans with the agency staff. Once the comments have been addressed, TEDS shall submit a revised draft lighting plan package for final review and comment. Once these final comments are received and R/W acquisition has been finally determined, TEDS shall address the final comments and provide signed and sealed plan sets in PDF.

Task 17 – Additional Lighting Design – (if required)

If the City determines R/W acquisition will not be pursued, TEDS shall conduct additional lighting analysis for the following locations:

3. At the proposed crosswalk across Spruce Creek Road near Selin Circle
4. At the proposed crosswalk across Spruce Creek Road at Oak Street

TEDS coordinate with the CITY regarding preferred lighting fixtures. TEDS will also coordinate with the power company for location of electrical power service connection(s). An additional field visit will be conducted to gather pertinent information relative to the analysis of existing conditions and the development of improvement alternatives. TEDS will update the LDAR and Lighting Plans prepared in Task 16 above to address these supplemental areas, and coordinate with the agencies accordingly.

Task 18 – Supplemental Structural Analysis (Lighting)

TEDS will retain Florida Bridge and Transportation, Inc. (FBT) to provide the supplemental structural analysis services for the boardwalk lighting system as described in the attached proposal for FBT Project #21-13.01 dated September 12, 2022.



FEES

TEDS shall conduct the work in the tasks described above for the lump sum fees indicated below:

<i>Task</i>	<i>Fee</i>
Task 13 – R/W Coordination	\$6,540.00
Task 14 – R/W Support Services (Phase 34)	\$3,550.00
<i>Task 14.1 – Title Search</i>	<i>\$500.00</i>
<i>Task 14.2 – Municipal Lien Search</i>	<i>\$350.00</i>
<i>Task 14.3 – Attorney Review of Title & Municipal Lien Search</i>	<i>\$1,500.00</i>
<i>Task 14.4 – Preliminary Coordination</i>	<i>\$1,200.00</i>
Task 15 – R/W Support Services (Phase 44)	\$50,990.00
<i>Task 15.1 – Document Preparation & Closing Services</i>	<i>\$10,000.00</i>
<i>Task 15.2 – Appraisal</i>	<i>\$12,000.00</i>
<i>Task 15.3 – Appraisal Review</i>	<i>\$6,000.00</i>
<i>Task 15.4 – Land Planning / Engineer Fee</i>	<i>\$8,835.00</i>
<i>Task 15.5 – Surveying</i>	<i>\$2,085.00</i>
<i>Task 15.6 – General Contractor Cost-to-Cure Bid</i>	<i>\$2,000.00</i>
<i>Task 15.7 – Subconsultant Management & Acquisition Negotiation Services</i>	<i>\$10,070.00</i>
Task 16 – Lighting Design	\$19,160.00
Task 17 – Additional Lighting Design (if required)	\$12,960.00
Task 18 – Supplemental Structural Analysis (Lighting)	\$3,500.00
Total	\$96,700.00

An estimate of man-hours and expenses is provided on the following pages.

Traffic Engineering Data Solutions, Inc.

**CITY OF PORT ORANGE
MAN-HOUR ESTIMATE**



September 27, 2022

CHANGE ORDER No.: 02 (R/W Support & Lighting)

TEDS PROJECT No.: 10962
CONTRACT DESCRIPTION: Master Contract for Engineering Services
(February 14, 2017)

TASK AUTHORIZATION No.: 09
PROJECT DESCRIPTION: SJR2C Loop Trail (Spruce Creek Rd) from South of Selin Circle to Herbert St
(FPN 439865-3-34-01)

PRIME CONSULTANT: Traffic Engineering Data Solutions, Inc.

ESTIMATE PREPARED BY: Mikal R. Hale, P.E.

ACTIVITY	Chief Engineer / Vice President		Engineer		Engineer Intern		Sr. Designer		Senior Technician		Admin. Assistant		TOTAL		
	Rate/Hr:	\$180.00	Rate/Hr:	\$115.00	Rate/Hr:	\$85.00	Rate/Hr:	\$100.00	Rate/Hr:	\$60.00	Rate/Hr:	\$65.00	Man-hours By Activity	Activity Cost	Avg. Hourly Rate
	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act			
Task 13 – R/W Coordination	28.0	5,040.00	0.0	0.00	10.0	850.00	0.0	0.00	0.0	0.00	10.0	650.00	48.0	6,540.00	136.25
General coordination / progress status updates	18.0				10.0								28.0		
Initial setup & admin of sub-contracts / monthly invoicing	10.0										10.0		20.0		
Task 16 – Lighting Design	27.0	4,860.00	20.0	2,300.00	0.0	0.00	120.0	12,000.00	0.0	0.00	0.0	0.00	167.0	19,160.00	114.73
Coordination with City & structural engineer	4.0						4.0						8.0		
Coordinate power service locations with power company	2.0						2.0						4.0		
Field meeting	4.0						4.0						8.0		
LDAR	3.0		4.0				20.0						27.0		
Initial Plans Package	10.0		12.0				70.0						92.0		
Final Plans Package	4.0		4.0				20.0						28.0		
Task 17 – Additional Lighting Design (if required)	14.0	2,520.00	16.0	1,840.00	0.0	0.00	86.0	8,600.00	0.0	0.00	0.0	0.00	116.0	12,960.00	111.72
Coordination with City & structural engineer	2.0						2.0						4.0		
Coordinate power service locations with power company	2.0						2.0						4.0		
Field meeting	2.0						2.0						4.0		
LDAR	2.0		4.0				20.0						26.0		
Initial Plans Package	2.0		8.0				40.0						50.0		
Final Plans Package	4.0		4.0				20.0						28.0		
TOTALS	69.0	12,420.00	36.0	4,140.00	10.0	850.00	206.0	20,600.00	0.0	0.00	10.0	650.00	331.0	38,660.00	116.80

TEDS LABOR **\$38,660.00**

EXPENSES *(Refer to backup provided on the following page)*

Sub-Consultant Fees

I. SUB-CONSULTANT FEES **\$58,040.00**

Direct Expenses

II. REPRODUCTION **\$0.00**

III. MILEAGE / TRAVEL **\$0.00**

IV. PERMIT REVIEW FEES **\$0.00**

V. SHIPPING / POSTAGE **\$0.00**

Sub-Total Direct Expenses **\$0.00**

SUB-TOTAL EXPENSES **\$58,040.00**

TOTAL LUMP SUM CONTRACT AMOUNT **\$96,700.00**

**CITY OF PORT ORANGE
EXPENSES
September 27, 2022**



TEDS PROJECT No.: 10962

CONTRACT DESCRIPTION: Master Contract for Engineering Services (February 14, 2017)

PRIME CONSULTANT: Traffic Engineering Data Solutions, Inc.

CHANGE ORDER No.: 02 (R/W Support & Lighting)

TASK AUTHORIZATION No.: 09

PROJECT DESCRIPTION: SJR2C Loop Trail (Spruce Creek Rd) from South of Selin Circle to Herbert St (FPN 439865-3-34-01)

ESTIMATE PREPARED BY: Mikal R. Hale, P.E.

I. SUB-CONSULTANT FEES

Sub-Consultant	Description of Services	Fee
a) Edwin R. Barfield, LLC	Task 14.1 – Title Search	\$500.00
b) Edwin R. Barfield, LLC	Task 14.2 – Municipal Lien Search	\$350.00
c) Edwin R. Barfield, LLC	Task 14.3 – Attorney Review of Title & Municipal Lien Search	\$1,500.00
d) Edwin R. Barfield, LLC	Task 14.4 – Preliminary Coordination	\$1,200.00
e) Edwin R. Barfield, LLC	Task 15.1 – Document Preparation & Closing Services	\$10,000.00
f) Edwin R. Barfield, LLC	Task 15.2 – Appraisal	\$12,000.00
g) Edwin R. Barfield, LLC	Task 15.3 – Appraisal Review	\$6,000.00
h) Edwin R. Barfield, LLC	Task 15.4 – Land Planning / Engineer Fee	\$8,835.00
i) Edwin R. Barfield, LLC	Task 15.5 – Surveying	\$2,085.00
j) Edwin R. Barfield, LLC	Task 15.6 – General Contractor Cost-to-Cure Bid	\$2,000.00
k) Edwin R. Barfield, LLC	Task 15.7 – Subconsultant Management & Acquisition Negotiation Services	\$10,070.00
l) Florida Bridge and Transportation, Inc.	Task 18 – Supplemental Structural Analysis (Lighting)	\$3,500.00
Totals		\$58,040.00



March 7, 2022

Traffic Engineering Data Solutions, Inc.
Mikal R. Hale, PE / LEED AP, VP / Sr. Project Manager
80 Spring Vista Drive
DeBary, FL 32713

RE: Right-of-Way Acquisition Support Services for the SJR2C Loop Trail Project (Spruce Creek Road) from South of Selin Circle to Herbert Street (FPN 439865-3-34-01) in the City of Port Orange, FL

Dear Mr. Hale:

As requested, I am providing this proposal letter for property acquisition services on the above referenced City of Port Orange Trail Project. The property that the City proposes to acquire a portion of that is owned by Jenzano Group LLC is identified by Tax Parcel ID No. 630901010080. The scope of services for the proposed right-of-way acquisition from this property includes the below identified tasks, as applicable:

Phase 34 – Determination of Right of Way Needs and Title Research:

1. Property/owner research and creation of parcel file.
2. Conduct meetings with the property owner (and/or their authorized representative) to:
 - a) Solicit the property owner/representative for voluntary participation in the proposed acquisition of a trail easement on their property by the City, either by voluntary donation, negotiated purchase or value in exchange.
 - b) Identify the property owner's willingness to participate in the proposed right-of-way acquisition.
 - c) Address the property owner's concerns about the project and the City's proposed easement acquisition.
 - d) Document the property owner's/representative's concerns, requests, and recommendations, and provide same to the design engineer and City representatives for their consideration.
 - e) Establish a relationship with the property owner/representative to foster the potential for obtaining a voluntary acquisition of the proposed easement.

3. Participate in field reviews, team meetings, telephone conferences, and coordination meetings with the property owner/representative, City representatives and/or the design engineer.
4. Providing the property owner (as applicable) with:
 - i. A copy of the sketch and legal description of the proposed easement area.
 - ii. A copy of the relevant project design plan sheets with the subject property and the area of the proposed easement acquisition area delineated.
 - iii. A Voluntary Property Owner Acquisition Notification Letter.
 - iv. A Property Owner / Business Survey Questionnaire.
5. Contracting with a title agent/attorney for providing title binders and a title search report (to root of title, if FDOT requires).
6. Obtain a title binder and title search report (to root of title, if FDOT requires) and title opinion from the title attorney (proposal enclosed).
7. Obtain written authorization for attorney representation of the property owner if such has not already been provided to the City.

The proposed fee for only the above-described Phase 34 right-of-way acquisition support services is \$3,550.00. This amount is allocated as \$500.00 for the title search and \$350.00 for the lien search. Review of the title and lien search by the title attorney, if needed to identify potential title issues, is \$1,500.00. Thus, the total potential title attorney fee for Phase 34 is \$2,350.00. The Phase 34 fee for preliminary coordination efforts associated with determining the potential for this property owner's willingness to voluntarily participate in the project is \$1,200.00 (at a contract billing rate of \$160.00 per hour). Monthly invoices will be submitted that will reflect those applicable services which have been completed.

Phase 44 - Right-of-Way Appraisal and Acquisition:

1. Management of the Right-of-Way acquisition process and the supporting subconsultants to include, as applicable:
 - a) Contracting with a licensed real property appraiser who is qualified to provide eminent domain appraisal services for the valuation of the proposed easement acquisition parcel in compliance with FDOT and USPAP requirements.
 - b) Coordinating and meeting (field and/or office, as applicable) with the appraiser and the supporting sub-consultants to address any questions related to the project design.
 - c) Contracting with a qualified engineering/land planning firm with specialized experience in eminent domain valuations for Cost-to-Cure engineering and

land planning support for appraisal valuation purposes. The supporting surveyor will be a subconsultant to the engineering/land planning firm.

- d) Obtain a review of the appraisal report by a licensed real property appraiser who is qualified to provide eminent domain appraisal review services in compliance with FDOT and USPAP requirements for review of the appraisal report.
 - e) Contracting with the title attorney to obtain a title insurance policy (need to be determined by the City), document preparation (legal instruments, agreements, etc.), closing services, and recording of documents in the Volusia County Public Records.
 - f) Contracting with a licensed Florida general contractor with specialized experience in eminent domain valuations for preparation of a Cost-to-Cure bid and/or an estimate of the cost new of those improvements to be acquired for acquisition of the proposed easement.
2. Providing a letter of notification to the property owner for the design engineer and/or surveyor to have access to the property to perform project related tasks.
 3. Address comments and questions the property owner/representative may have about the appraisal report and the property acquisition process.
 4. Negotiations with the property owner/representative to achieve a settlement that will be acceptable and mutually beneficial to both parties.
 5. Submittal of all conditional offer terms received from the property owner/representative to the City for consideration, counteroffer/response, and/or approval.
 6. Address questions the City may have about the appraisal report, the appraisal review statement, the statement of offer and/or counteroffers received from the property owner/representative.
 7. Provide input for the City's consideration on the reasonableness of proposed property owner/representative settlement terms and conditions.
 8. Coordination with the City on the preparation of a Memorandum of Agreement or Purchase Agreement by the subconsultant attorney for a negotiated settlement.
 9. Coordination with the City on the preparation of settlement justification if a settlement amount is above the initial offer, or for a negotiated Value in Exchange.

The above scope of services assumes:

- That FDOT LAP property acquisition requirements are applicable to this project.
- There will be only the identified property from which an easement acquisition is proposed to be acquired.
- If needed, appraisal services will be provided by Tom Riddle, MAI, a qualified appraiser with specialized experience in eminent domain valuations (proposal enclosed). Potential severance and/or cost to cure damages to the remainder property will be analyzed and assessed as part of the appraiser's valuation analysis.

- If needed, Cost-to-Cure engineering and land planning support for appraisal valuation purposes will be provided to the appraiser by Kelly, Collins and Gentry, Inc. (KCG), a qualified engineering/land planning firm with specialized experience in eminent domain valuations (proposal enclosed).
- If needed, as site-specific topographic survey of the subject property for Cost-to-Cure engineering support, and/or right-of-way staking for the appraisal inspection and the property owner's understanding of the location of the proposed easement area, will be provided by Cornerstone Land Surveying, Inc. Cornerstone will be a subconsultant to KCG (proposal enclosed).
- If needed, a Cost-to-Cure bid, and/or a cost new estimate of the improvements located within the area of the proposed easement acquisition, will be provided to the appraiser by W. D. Richardi, Inc., a State Certified Building Contractor with eminent domain experience (proposal enclosed).
- Acquisition of the proposed easement will be by voluntary property owner participation, and eminent domain will not be utilized to acquire the easement.
- An Acquisition Incentive Offer will be utilized to achieve a negotiated settlement, property owner compensation satisfaction, and acquisition cost savings for the City.
- A title insurance policy may be provided for the City, at the City's discretion and at the City's expense, by the title attorney who will be a subconsultant to the Barfield Group (proposal enclosed).
- Certificate of Title, in compliance with City requirements, to be provided for the City, at the City's discretion, by the title attorney who will be a subconsultant to the Barfield Group (proposal enclosed).
- All legal instruments and documents will be prepared and provided for the City by the title attorney who will be a subconsultant to the Barfield Group (proposal enclosed).
- The legal description and certified sketch of description for the proposed easement acquisition will be the sketch and legal description that has been provided by TEDS.
- The City will be responsible for all closing costs and recording fees.
- Responsibility for Business Owner notifications, negotiations and settlements will be by the City, if applicable.
- The City will be responsible for demolition/removal of improvements located within the easement acquisition area.
- No relocation services will be required for this project since there will not be a displacement of the occupant of this property. Therefore, compliance with the Uniform Relocation Act for relocations will not be required.
- Eminent Domain Litigation Support and Expert Witness Testimony will not be required but can be negotiated and provided for in a Supplemental Service Agreement, if needed.

The proposed fee for only the above-described Phase 44 right-of-way acquisition support services is \$50,990.00. This amount is tentatively allocated as \$10,000.00 for document preparation and closing services (assumes no extraordinary title or closing issues), \$12,000.00 for the appraisal fee, \$6,000.00 for the appraisal review fee, \$8,835.00 for the land planning/engineer fee, \$2,085 for the surveying fee, and \$2,000.00 of the general contractor's fee. Management of the subconsultants and the acquisition negotiation services fee is \$10,070 (at a contract rate of \$160.00 per hour). Monthly invoices will be submitted that will reflect those applicable services which have been completed.

Thank you in advance for your consideration of this proposal. Please let me know if there are any questions or additional information is needed.

Sincerely,



Edwin R. Barfield, SR/WA
Licensed Florida Real Estate Broker BK450961

Enclosures

**SWANN HADLEY STUMP
DIETRICH & SPEARS**
PROFESSIONAL ASSOCIATION

Pervie P. Swann (1895-1984)
Richard R. Swann (1940-2019)

Sharon B. Abner
Karen M. Brown
Stuart P. Buchanan
D. Paul Dietrich, II
Ralph V. Hadley, III
Aimee Collins-Hitchner

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Since 1924
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Benjamin C. Iseman
Paul N. Korte
Richard A. Leigh
Brian A. Mills
Douglas C. Spears
John R. Stump
Leigh A. Williams

Donald P. Dietrich
Of Counsel

SCOPE OF WORK

Phase 34

- Title Search	\$ 500.00
- Municipal Lien Search (per parcel)	350.00
- Attorney Fee for Review of title and municipal lien search	1,500.00

Note:

(a) Should the title or lien search require any curative action or additional legal analysis based on the title exceptions, the attorney fees will be based on an hourly rate of \$350.00.

(b) The above figures are based on a title policy not being issued.

Phase 44

Preparation of applicable legal documents –

purchase agreement/memorandum of agreement, easement, closing document - \$5,000.00

Title Services Fees –

(a) curative action to correct title, analysis of the title exceptions and title requirements - \$10,000.00 (See Note below)

(b) customary costs, including but not limited to the title search, municipal lien search, title premium, if applicable, courier fees, federal express, wire fees

Title Policy, if applicable –

(a) title premium will be based on value of property being insured and calculated at promulgated rates

(b) a determination would have to be made as to whether a policy can be issued for an easement interest

Recording – Based on an administrative fee of approximately \$150.00 plus the actual cost of recording the instrument, including e-recording fees

Note: The above are based on the assumption of obtaining the cooperation from the lender(s) and owner of the following: (a) lenders with regard to any joinders that may be required for the easement and (b) owner with regard to any curative action that may be required and the transfer of title, if applicable. The fees shall be increased if there are any unexpected items that come up that are outside of the customary actions taken to resolve any title, survey or other matters. If the estimated fees go beyond the \$10,000.00 referenced above, then the attorney fees will be based on an hourly rate of \$350.00. If the time goes below the fees referenced above, then the fees would be adjusted accordingly.

March 2, 2022

From: Thomas A. Riddle, MAI
State Certified General Real Estate Appraiser #RZ1451
1770 Huron Trail
Maitland, Florida 32751
(407) 325-6715

To: Edwin R. Barfield, SR/WA
Barfield Group
3165 McCrory Place, Suite 172
Orlando, Florida 32803

RE: Appraisal Scope and Fee Proposal
Project: SJR2C Loop Trail Project (Spruce Creek Road)
Owner: Jenzano Group LLC
Tax Parcel ID Nos.: 630901010080 and 631019000173
Address: 820 Oak Street, Port Orange, FL 32127
County: Volusia

Dear Mr. Barfield:

Thank you for the opportunity to provide a scope and fee proposal for the appraisal of an easement acquisition from the above identified tax parcels. It is my understanding that the City of Port Orange proposes to acquire a trail easement over that portion of the property owned by Jenzano Group LLC that is identified by Tax Parcel ID No. 630901010080 for a trail improvement project. The purpose of the appraisal is to provide a market value opinion to assist in negotiations for the potential purchase of the proposed trail easement.

According to the sketch of description prepared by Sliger & Associate, Inc., the proposed acquisition will be a 0.16-acre trail easement with a width of ± 20 -24 feet that will be located adjacent to the existing drainage canal. The Volusia County Property Appraiser records indicate that the parent tract ownership as currently improved consists of two tax parcels containing a combined ± 2.84 gross acres of land area. This property is improved with a light industrial warehouse building containing $\pm 13,942$ SF that was originally constructed in 1977. Site improvements include both paved and unpaved vehicular driveway and parking areas. I have reviewed the property tax maps, project design plans and the other information that you provided to identify the appraisal problem related to the potential impacts and issues resulting from the proposed easement acquisition.

The appraisal will include a before and after valuation to identify potential damages, if any, resulting from the acquisition of the proposed trail easement. The Appraisal Report will be prepared in a narrative format in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) and the Florida Department of Transportation Supplemental

Appraisal Standards. The Sales Comparison Approach will be utilized to value the underlying land. The Improved Sales Comparison Approach and Income Approach will be utilized to value this subject property as currently improved, if available comparable market rental and expense data are determined to be available. A Cost Approach will not be performed since the building is 45 years old and this approach is typically most reliable for valuing new or nearly new buildings.

My fee quote to provide a current market value opinion for the proposed trail easement acquisition from this subject property is \$12,000. Based upon my current work load I anticipate being able to deliver the appraisal within 45 days after receiving the engineer/land planning report, which will be prepared by KCG, Inc., and the cost to cure bid that will be provided by W.D. Richardi, Inc., a licensed Florida general contractor.

I appreciate the opportunity to submit this proposal for appraisal of the proposed trail easement acquisition from this property.

Sincerely,



Thomas A. Riddle, MAI
State-Certified General Real Estate Appraiser #RZ1451



BARFIELD
GROUP

EMINENT DOMAIN SPECIALISTS

March 2, 2022

Traffic Engineering Data Solutions, Inc.
Mikal R. Hale, PE / LEED AP, VP / Sr. Project Manager
80 Spring Vista Drive
DeBary, FL 32713

RE: Right-of-Way Appraisal Review Services Proposal for the SJR2C Loop Trail Project
(Spruce Creek Road) from South of Selin Circle to Herbert Street (FPN 439865-3-34-01)
in the City of Port Orange, FL

Dear Mr. Hale:

As requested, I am providing this Scope of Services letter for conducting a review of the appraisal to be prepared for the acquisition of a trail easement proposed to be acquired for the above referenced project from the property owned by Jenzano Group LLC. The properties owned by Jenzano Group LLC are identified by Tax Parcel Identification Numbers 631019000173 and 630901010080.

It is my understanding that the appraisal will be utilized for negotiation purposes and serve as the basis for the City of Port Orange's offer of compensation for acquisition of the proposed trail easement. The appraisal report will be reviewed for compliance with the Right of Way Manual, Section 6.1, Appraisal and Appraisal Review, Section 6.2, and USPAP. The Review Appraiser's Statement will be developed in compliance with USPAP and the FDOT Supplemental Standards of Appraisal.

The proposed fee for the above-described appraisal review services is \$6,000. An invoice will be submitted after the Review Appraiser's Statement has been accepted and approved by the City of Port Orange.

Thank you in advance for your consideration of this proposal. Please contact me if you have any questions or require additional information.

Sincerely,

Jamee S. Barfield
State Certified General Real Estate Appraiser RZ2264



February 22, 2022

Barfield Group
3165 McCrory Place, Suite 172
Orlando, Florida 32803

Attn: Edwin R. Barfield, SR/WA

Re: Spruce Creek Trail in Volusia County (Port Orange)
FP No: 4398653
Parcel No.: Jenzano Property

Land Planning / Engineering Support Services

Dear Mr. Barfield:

Enclosed please find a scope of services and fee proposal to provide land planning / engineering support services for the above referenced project. In addition, I have provided an manhour / fee proposal for Cornerstone Land Surveying to provide a parcel sketch survey of the improvements.

We appreciate the opportunity to assist you with this project. If you have any questions, or require additional information, please do not hesitate to give me a call.

Respectfully submitted,

KELLY, COLLINS & GENTRY, INC.

Hal Collins, Jr., P.E.
Principal

Enclosures

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**APPRAISAL CONSULTANT SERVICES
DETAILS OF COSTS AND FEES BY PARCEL**

PARCEL: Jenzano Property

LAND PLANNING / ENGINEERING SUPPORT SERVICES: Kelly, Collins & Gentry, Inc.

SECTION NUMBER:

FP NO. 4398653

PROJECT NAME: Spruce Creek Trail in Volusia County

DATE: February 22, 2022

TASK	PRINCIPAL / CHIEF ENGINEER	SENIOR ENGINEER	SENIOR ENGINEERING TECHNICIAN	CHIEF PLANNER	SENIOR PLANNER
Site Inspection	2	2			2
Code Research / Physical Site Characteristics					4
Local Government Coordination					
Highest and Best Use Support					2
Planning Analysis					4
Construction Plan Review	1	1			
Driveway and Access Analysis	1	1			
Parking and On-site Circulation Analysis	1	2			
Drainage Patterns/Impacts	1	1			
Utility Availability/Impacts	0.5	0.5			
Extraordinary Development Costs					
Grading & Topography	1	1			
Before Condition/ Sketch/Site Analysis					
After Condition Plan/Site Analysis		1	8		
Cured Remainder Plan	2	4	8		
Cost to Cure Quantities					
Parcel Analysis Summary	2	4			4
Meetings, Client / Team Coordination	1	1			
TOTAL MANHOURS	12.5	18.5	16	0	16

Hourly Rate	\$185.00	\$145.00	\$95.00	\$185.00	\$145.00
Job Class. Subtotal	\$2,312.50	\$2,682.50	\$1,520.00	\$0.00	\$2,320.00
ENGINEERING:	\$6,515.00				
PLANNING:	<u>\$2,320.00</u>				
TOTAL:	\$8,835.00				

**SURVEY SUPPORT SUMMARY
APPRAISAL CONSULTANT SERVICES**

SURVEY REPORT SERVICES: Cornerstone Land Surveying, Inc.

STATE PROJECT NUMBER: N/A

SECTION NUMBER:

F.P. NUMBER: 4398653

NAME OF CONSULTANT: Kelly, Collins & Gentry, Inc.

DATE: February 22, 2022

PROJECT NAME: Spruce Creek Trail in
Volusia County - Jenzano Property

PARCEL NUMBER	PRINCIPAL SURVEYOR		DRAFT ASSOCIATE		FIELD CREW		COMMENTS	TOTAL PARCEL HOURS	TOTAL PARCEL FEE
	HRS.	RATE	HRS.	RATE	HRS.	RATE			
		\$85.00		\$60.00		\$95.00		0	\$0.00
		\$85.00		\$60.00		\$95.00		0	\$0.00
Jenzano Property	1	\$85.00	8	\$60.00	16	\$95.00	Full Survey Sketch	25	\$2,085.00
		\$85.00		\$60.00		\$95.00		0	\$0.00
		\$85.00		\$60.00		\$95.00		0	\$0.00
		\$85.00		\$60.00		\$95.00		0	\$0.00
		\$85.00		\$60.00		\$95.00		0	\$0.00
		\$85.00		\$60.00		\$95.00		0	\$0.00
		\$85.00		\$60.00		\$95.00		0	\$0.00
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		\$85.00		\$60.00		\$95.00		0	\$0.00
		\$85.00		\$60.00		\$95.00		0	\$0.00
COMPARABLE SALES DATA BOOK	N/A	N/A	N/A	N/A	N/A	N/A		TOTAL THIS SHEET	\$2,085.00
								TOTAL THIS PROJECT	25

W

D

R

W. D. RICHARDI, INC.

(407) 894-6976

P.O. BOX 140631, ORLANDO, FL 32814

(407) 895-1753 (FAX)

CGC000646

E-Mail: wrichardi@cfl.rr.com

Edwin R. Barfield, LLC
Eminent Domain Specialists
Orlando, FL 32803

February 3, 2022

RE:

Parcels: Jenzano Property
Project: Spruce Creek Trail, Port Orange
County: Volusia

Dear Mr. Barfield,

This letter serves as my proposal in the amount of **\$2,000.00** to prepare a cost to cure bid on the above referenced property, to include: re-establishing affected vehicle parking in accordance with City of Port Orange Development Code (for parking improvements.)

If you have any questions, please contact my office.

Sincerely,

W. D. Richardi, Inc.

WDR

William D. Richardi, President
CGC000646



Florida Bridge and Transportation, Inc.
Structural Engineers

September 12, 2022

Mr. Mikal Hale, PE
Traffic Engineering Data Solutions, Inc. (Stanley Consultants)
80 Spring Vista Drive
DeBary, Florida 32713
386.753.0558 (o) 386.547.4535 (c)

RE: SJR2C SunTrail
Timber Boardwalk
Proposal for Structural Analysis
FBT Project #21-31.01

Dear Mikal:

Florida Bridge and Transportation, Inc. (FBT) is pleased to submit this proposal to Traffic Engineering Data Solutions, Inc. (TEDS) for engineering services for the above-referenced project. The scope of design services for this project includes the following:

- 1) FBT will provide the structural design calculations and plan sheet modifications for Light structures to be added to the pedestrian boardwalk.

We propose a lump sum fee of \$3,500.00 for the basic structural engineering services indicated above.

The scope and fee indicated above do not include the following services:

- A plan and elevation sheet showing the overall boardwalk and geometry. This will be provided on overall trail plans by others.
- Field Reviews or attendance at meetings beyond the allotment shown above
- Construction Inspection/Observation of installation and on-going construction
- Specifications - FDOT standard specifications will be referenced
- Preparation of as-built or record drawings
- Post design services

The items indicated above, or any other services not included in the basic scope of design services described above, may be provided for an additional fee. A supplemental agreement must be negotiated prior to the additional work being performed by FBT. Additional services required for this project may be provided based on an addendum to this agreement. Fees for additional services will be addressed on a case-by-case basis.

In order for FBT to perform these services, we will need the following information from others:

- Trail plans (plan and profile)
- Soil borings (SPT) with Davisson Capacity Curves, groundwater elevations, muck probing along the alignment, timber pile/post driving recommendations, vibration recommendations, and related geotechnical property recommendations
- Light structure locations, specifications, and detailed information

TEDS shall indemnify and hold harmless FBT and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorneys fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of TEDS, anyone directly or indirectly employed by TEDS (except FBT) or anyone for whose acts any of them may be liable.

This agreement is intended to benefit TEDS and FBT exclusive. Any benefit conferred upon a third party is incidental to this agreement.

This proposal will become invalid if not executed within 90 days. We are prepared to commence the structural design services upon receipt of a written notice to proceed.

We appreciate this opportunity to be of service to Traffic Engineering Data Solutions, Inc.

Very truly yours,

Florida Bridge and Transportation, Inc.



Bassel Kassem, P.E.
Vice President



CHANGE ORDER NO. 1
To Master Contract dated 2/14/2017
Task Authorization #9 (6/15/2021)
TRAFFIC ENGINEERING DATA SOLUTIONS, INC. (TEDS), Contractor

Project: FPN 439865-3-34-01 SUN Trail SJR2C Loop Trail
Project XSG200

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$190,317.08	Original Contract Times Final Completion for Tasks 1 – 10 of Task Authorization No. 9: June 30, 2022 (NTP issued on July 6, 2021) Final Completion for Tasks 11 – 12 of Task Authorization No. 9: September 30, 2023 (NTP not issued yet)
Net changes from previous Change Order: N/A	Changes in contract time from previous Change Orders: N/A
Contract Price prior to this Change Order: \$190,317.08	Contract Completion Date prior to this Change Order: Final Completion: No change
Net Increase (decrease) of this Change Order No. 1: \$2,000.00	Changes in contract time requested this Change Order No. 1: (Requires Council Approval) N/A
Contract Price with all approved Change Orders: \$192,317.08	Contract Times with all approved Change Orders: Final Completion for Tasks 1 – 10 of Task Authorization No. 9: June 30, 2022 Final Completion for Tasks 11 – 12 of Task Authorization No. 9: September 30, 2023

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Master Contract entered into by and between the parties on February 14, 2017 and Task Authorization No. 9 dated June 15, 2021.

II. REQUIRED CHANGES:

To provide for additional professional services to file for a General Permit with the Federal Department of Environmental Protection (FDEP).

No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.

III. JUSTIFICATION:

Although it was known that wetlands exist on the City-owned parcel (#6304-06-00-008A) located to the north of the intersection of Spruce Creek Road and Canalview Boulevard, it was previously anticipated that filing a No Permit Required (NPR) with the FDEP would be sufficient. However, once surveying and field verification began, a drainage ditch was revealed running along the western boundary of the City-owned parcel. This ditch connects to the Halifax Canal and, therefore, in accordance with current FDEP regulations, it is necessary to file for a General Permit with FDEP.

- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Contract subject to a limit not to exceed \$2,000.00 per TEDS change order proposal dated October 13, 2021. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

- V. This Change Order 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 Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

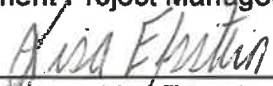
The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:
COMMUNITY DEVELOPMENT
Department Project Manager

By: 

Printed Name: Lisa Epstein

Title: Project Manager

Date Signed: 12/10/2021

ACCEPTED BY:
TRAFFIC DATA ENGINEERING SOLUTIONS, INC.
Contractor

By: 

Printed Name: Deanna F. Ferrell

Title: President

Date Signed: 12/3/2021

RECOMMENDED BY:
COMMUNITY DEVELOPMENT
Division Manager

By: 

Printed Name: Margaret Tomlinson

Title: Construction & Engineering Manager

Date Signed: 12/10/2021

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: Tim Burman
Printed Name: Tim Burman
Title: Community Development Director

Date Signed: 12-10-2021

City Manager

By: Wayne Clark
Printed Name: Wayne Clark
Title: City Manager

Date Signed: 12/15/2021

Affirmed

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

Date Signed: 12/15/2021

If Council approval is required:

By: N/A
Printed Name: Donald O. Burnette
Title: Mayor

Date Signed: _____

EXHIBIT “1”

Contractor's Quote

Consisting of 1 Page



PROPOSAL
CHANGE ORDER No. 1
to Task Authorization No. 09

Contract: Master Contract for Engineering Services dated February 14, 2017
Task Authorization No.: 09
Project Name: SJR2C Loop Trail (Spruce Creek Rd)
from South of Selin Circle to Herbert St
(FPN 439865-3-34-01)
TEDS Project Number: 10962
Date: October 13, 2021
Revised December 2, 2021

Traffic Engineering Data Solutions, Inc. (TEDS) is pleased to offer this proposal to the City of Port Orange (City) for providing additional design services on the above referenced project.

PROJECT UNDERSTANDING

- As of July 6, 2021, TEDS received Purchase Order #001376 to provide roadway design services for this project, which is to be constructed through the Shared Use Nonmotorized (SUN) Trail Program, with state funding allocated under FPID 439865-3-34-01 to be administered by the Florida Department of Transportation (FDOT).
- As referenced within the original Exhibit A – Scope of Services, based on preliminary review it was previously anticipated that the subject wetland would be non-jurisdictional under Section 404 of the Clean Water Act, such that required permitting would've only included a No Permit Required Verification Request to the Florida Department of Environmental Protection (FDEP). However, after completing their field review, Terracon Consultants, Inc. (Terracon) discovered a ditch alongside the wetlands that contained a pipe connection to the Halifax Canal, suggesting the wetlands would be jurisdictional to FDEP under the State 404 program, thereby requiring further permitting. Further the guiding jurisdictional framework (Navigable Waters Protection Rule [NWPR]) was recently vacated and remanded in federal court. Therefore, wetlands were instead evaluated under the previous jurisdictional framework known as the "Waters of the United States" (WOTUS). Based on field reviews, the wetlands within the project area meet the jurisdictional definition under WOTUS and therefore require a permit from FDEP under the State 404 program.

SUPPLEMENTAL SERVICES

Task 3 – Supplemental Environmental Services

TEDS will retain Terracon Consultants, Inc. (Terracon) to prepare and submit a Notice of Intent to Use a General Permit to FDEP.

FEES

TEDS shall conduct the work in the tasks described above for the lump sum fees indicated below:

Task	Fee
Task 3 – Supplemental Environmental Services	\$2,000.00
Net Additional Fee	\$2,000.00

TASK AUTHORIZATION NO. 9
Master Contract for Engineering Services dated February 14, 2017
Between the City of Port Orange, Florida and Traffic Engineering Data Solutions, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **TRAFFIC ENGINEERING DATA SOLUTIONS, INC.**, a Florida corporation with its principal place of business at 80 Spring Vista Drive, DeBary Florida 32713-1821 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated February 14, 2017, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Engineering Specialist, Lisa Epstein, shall perform contract administration for this Task Authorization No. 9 and can be reached at (386) 506-5667.
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to preparing design plans and permitting for two unbuilt portions of the SUNTrail St. Johns River-to-Sea Loop in Port Orange - SJR2C Loop Trail (Spruce Creek Rd) from South of Selin Circle to Herbert St. (FPN 439865-3-34-01), as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
4. Upon written Notice to Proceed from the City to the Contractor, the Contractor shall complete Task 1 through Task 10 as described in the attached Exhibit "A," no later than June 30, 2022. Upon written Notice to Proceed from the City to the Contractor, the Contractor shall complete Task 11 and Task 12 as described in the attached Exhibit "A," no later than September 30, 2023.
5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$190,317.08. 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.
6. This Task Authorization 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 Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

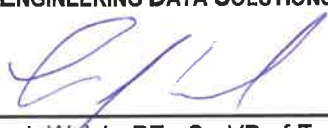
IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

TRAFFIC ENGINEERING DATA SOLUTIONS, INC.

Sandy Council
Printed Name: Sandy Council

Eileen Wright
Printed Name: Eileen Wright

By: 

Chris J. Walsh, PE Sr. VP of Engineering

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: June 7, 2021

Witnesses:

CITY OF PORT ORANGE


Printed Name: Matt Jones

By: 
Donald O. Burnette, City Mayor


Printed Name: Jamie Miller

Date: 6/15/2021

Witnesses:

ATTEST:


Printed Name: Matt Jones

By: 
Robin L. Fenwick, MMC, City Clerk


Printed Name: Jamie Miller

Date: 6/15/2021



EXHIBIT A
SCOPE OF SERVICES

Contract: Master Contract for Engineering Services dated February 14, 2017
Task Authorization No.: 09
Project Name: SJR2C Loop Trail (Spruce Creek Rd) from South of Selin Circle to Herbert St
(FPN 439865-3-34-01)
TEDS Project Number: 10962
Date: April 26, 2021
Revised May 19, 2021

Traffic Engineering Data Solutions, Inc. (TEDS) is pleased to offer this scope of services to the City of Port Orange (CITY) for providing professional engineering services for the above referenced project.

PROJECT UNDERSTANDING

- The CITY furnished a copy of the Scope & Schedule for this trail project being completed through the Shared Use Nonmotorized (SUN) Trail Program, with state funding allocated under FPID 439865-3-34-01 to be administered by the Florida Department of Transportation (FDOT). Federal funding requirements do not apply.
- The CITY also furnished a copy of the Preliminary Engineering Report (PER) for FPID 439865-1-22-01, as prepared by FDOT's consultant in conducting the preceding Project Development & Environment (PD&E) study. The PER was finalized as of April 6, 2020.
- While the PER addresses a much longer corridor spanning through other cities, this proposal is being provided for design and permitting of a shared use path over a ± 0.65 miles corridor alongside the Halifax Canal / Spruce Creek Road, extending from Selin Circle north to Herbert Street, within the City of Port Orange, Volusia County, Florida.
- The Spruce Creek Road Right-of-Way (R/W) is maintained by the CITY, though the Halifax Canal is maintained by Volusia County Public Works. There are no formal easement(s) or agreement(s) in place between the CITY and County related to maintenance of the canal. A R/W Use Permit will be required for the County's review and approval of the proposed trail improvements.
- As shown on the Concept Plans within the PER, several portions of the design segment corridor already contain existing trails (< 12' in width) that will remain in place, and no new trail facilities are required within these areas.
- FDOT is the maintenance authority for SR 421 (Dunlawton Avenue). Upgrades to the existing curb ramps may be necessary if determined to be non-compliant with current accessibility criteria, or if FDOT requires the existing shared curb ramps to be separated, thereby warranting relocation of existing crosswalks. Traffic signalization design is required for modification of the existing pedestrian signalization system. The CITY will provide copies of the plans to FDOT for review of proposed improvements, and it is anticipated that Driveway / Drainage Connection permits will not be required.
- The CITY provided copies of the Utility and Access Easement (ORB 5920, pgs 2088-2091) previously obtained over parcel Volusia County 631019000170 (presently owned by BLEDSOE & COLEMAN GENERAL) that provides the right to construct additional pedestrian facilities and perpetual use on the property. In addition, the CITY would like to explore the dedication of proposed R/W and/or easement(s) on the adjacent parcel 630901010080 (presently owned by JENZANO GROUP LLC), such that the trail could be maintained entirely on the east side of the Halifax Canal, in which case the proposed crossing of Spruce Creek Road just south of Selin Circle could be eliminated. The City will conduct all negotiations with existing private property owners required for dedication of proposed R/W and/or easements required to host the new trail, and the R/W support services included within this proposal are limited to basic surveying services intended to support the CITY's negotiations. A separate proposal will be provided for any additional R/W support services that may later be

determined to be desired, such as records research, abstracting, title opinions, legal, noticing, certified mailings, valuations, certified appraisals, assistance with negotiations, eminent domain, expert witness testimony, etc.

- FEMA FIRM Map 12127C0388J (effective September 29, 2017) indicates that that majority of the proposed trail corridor is located entirely within the Special Flood Hazard Area (SFHA) with a Base Flood Elevation (BFE) determined to be at elevation 5.00' NAVD 88 on the south of Dunlawton Ave. (SR 421), and at elevation 6.00' NAVD 88 on the north side of this roadway. Design will be based on constructing the proposed trail at or below existing grade in order to minimize impacts to existing flood plain, though compensating storage calculations will likely be required in areas where minimal amounts of fill is required.
- The proposed trail is routed across parcels 63040600008A and 630406000091, which are controlled by the CITY. The preferred alternative from the PD&E prescribes approximately 300' of boardwalk on these parcels in order to minimize impacts to existing wetlands located on these parcels. For maintenance reasons, the CITY desires the use of wood decking on boardwalks.
- Based on preliminary review, it is anticipated that the subject wetland would be non-jurisdictional under Section 404 of the Clean Water Act, such that required permitting includes only submitting a No Permit Required Verification Request to the Florida Department of Environmental Protection (FDEP). In the event the wetlands are deemed jurisdictional under this regulation, and federal authorization is necessary, a separate proposal will be provided for any such services required.
- Multi-use recreational paths less than 14' in width typically qualify for exemption from Environmental Resource Permit from the St. Johns River Water Management District (SJRWMD), unless there is work in, on, or over wetlands or other surface waters other than drainage ditches constructed in uplands, or unless they are located with previously permitted area(s). The PER did not contain any discussion of historical ERP's affected by the proposed trail construction, but under ERP Series 29869, it appears an original ERP and five (5) subsequent modifications were issued to the CITY for roadway drainage projects located within close proximity to the project, such that at least one (1) ERP modification will be required. There are numerous documents of record on file with SJRWMD which have not been fully reviewed at the time of preparation of this proposal, so the full extent of modification that may be required to the previous permit(s) is not presently known. However, given that the trail is to be constructed at existing grade in all locations other than boardwalk, it is presently anticipated that no drainage analysis will be required for this project, including but not limited to pollutant loading, treatment, attenuation, HGL analysis, spread calculations, etc.
- Based on the PER, protected species impacts are not anticipated. A review of the proposed trail corridor will be conducted with preliminary mapping of encountered protected species or habitats, but surveying, agency coordination, and/or permitting of protected species is not included in this proposal, as those services are not anticipated to be required.
- The two (2) parcels controlled by the CITY contain numerous existing trees. Tree survey information is necessary in these areas to ensure the proposed trail alignment minimizes impacts to existing trees, while at same time adhering to required design criteria as set forth in the PER. The CITY will be responsible for confirming tree species surveyed and evaluating the quality and/or health of trees as it relates to their removal or preservation.
- Given the shallow nature of excavation required for proposed trail construction, only minor adjustment of existing utilities is anticipated to be required. Obtaining Utility Work Schedule (UWS) information from the UAO's is not anticipated to be required. Subsurface Utility Engineering (SUE) including utility locates is not included in this proposal as it is not expected to be required, and the CITY will provide any such services that may later be determined to be required.
- Geotechnical and structural engineering services included in this agreement are limited to that required for the proposed trail and boardwalk. However, no other geotechnical or structural engineering design services are expected to be required for other project elements, such as retaining walls or box culverts, and therefore those services are not included in this agreement at this time.
- Pursuant to the CITY's prior coordination with FDOT, cultural resources assessment and contamination screening services are not included in this agreement, as they are not expected to be required.
- Landscape architecture, hardscape design, and irrigation design are not required in this project.

Traffic Engineering Data Solutions, Inc.

- The PER vaguely indicated that lighting along the trails should be given consideration, and lighting improvements were also referenced in the Scope & Schedule. However, lighting design services are not included in this proposal at this time.

SCOPE OF SERVICES

Task 1 – Project Management & Administration

TEDS will complete administrative procedures intended to aid in the successful management of the project, including the following services:

- Schedule, prepare for and attend a kickoff meeting with the CITY, FDOT and the County present, with preparation of meeting minutes
- Preparation of project schedule, as well as update(s) thereto
- General coordination with the CITY to discuss project issues or provide status updates on current progress
- Administration of the design contract through completion of the project, including monthly invoicing
- Initial setup of sub-consultant contracts and administration, including monthly invoicing
- Prepare for and attend a City Council meeting to address questions regarding the project design

Task 2 – Surveying

TEDS will retain PEC Surveying and Mapping, LLC (PEC) to provide the surveying services as described in their letter proposal No. PS16805r-TEDS dated April 26, 2021, a copy of which has been attached to this proposal.

Task 3 – Environmental Resources & Permitting

TEDS will retain Terracon Consultants, Inc. (Terracon) to provide the environmental services described in their letter proposal No. PEQ217222 dated May 6, 2021, a copy of which has been attached to this proposal. More specifically, this includes the work described in the following sections of the proposal:

- 2.0 ENVIRONMENTAL RESOURCES REPORT
- 3.0 ENVIRONMENTAL PERMITTING

Task 4 – Geotechnical Engineering

TEDS will retain Terracon Consultants, Inc. (Terracon) to provide the geotechnical engineering services described in their letter proposal No. PEQ217222 dated April 16, 2021, a copy of which has been attached to this proposal. More specifically, this includes the work described in the following section of the proposal:

- 4.0 GEOTECHNICAL SERVICES

Task 5 – Design Development

TEDS will provide the following services to address the critical roadway design elements for the proposed trail improvements:

- Obtain and review record plan information that may be on file with the CITY, Volusia County, or SJRWMD, and reference to project CAD files for analyses relevant to project design
- Process aerial photographs or other supporting base map files or imagery, such as GIS data, quad maps, FEMA maps, etc., such that it can be referenced to project CAD files for analyses relevant to project design
- Conduct field review of project corridor and obtain photographs of existing conditions
- Review the completed survey
- Develop an alignment for the proposed trail improvements and typical section(s) based on avoidance and/or minimization of impacts to existing elements, such as trees, utilities, etc.

Traffic Engineering-Data Solutions, Inc.

- Assess profile along centerline of trail to ensure accessible slopes (*not to be presented in plans*)
- Assess existing drainage basinology and proposed grading needed to maintain existing drainage patterns
- Assess minor adjustments to existing drainage structures that may be required
- Calculate and report earthwork by section using average end area method (*in addition to 3-D earthwork completed via grading models*)
- Assess relocation and/or modification of existing signage and pavement markings within the right of way, as well as any proposed signage / pavement markings that may be necessary

Task 6 – Roadway Plans - Approximately 0.65 mile corridor

TEDS will prepare the following roadway construction plans for the project:

- Key Sheet (1 sheet)
- Summary of Pay Items (1 sheet)
- Signature Sheet (1 sheet)
- Drainage Map (1"=200' scale) (1 sheet)
- General Notes (1 sheet)
- Project Layout (1 sheet)
- Project Control (1 sheet) – based on information provided by surveyor
- Typical Section (2 sheets)
- Roadway Plan (1"=40' scale) (6 sheets) – minor utility adjustments to be shown on these sheets
- Bridge Plan & Profile (1"=40' scale) (1 sheet)
- Cross-Sections (10 sheets) – 100' intervals with roadway borings depicted (assume 20 cross-sections)
- Construction Details (1 sheet)
- Traffic Control Plans (2 sheets) – FDOT Standard Plans only
- Stormwater Pollution Prevention Plan (SWPPP) Notes (1 sheet) – with notes to describe erosion control measures necessary for the CITY's contractor to maintain compliance with the National Pollutant Discharge Elimination System (NPDES) program during construction
- Erosion Control Plans (1"=40' scale) (3 sheets) – double plan windows
- Signing & Pavement Marking Plans (1"=40' scale) (3 sheets) – double plan windows

Design provided by TEDS will be based on the standard practices and publications utilized by the FDOT, including the FDOT Design Manual (FDM), the Florida Greenbook, Standard Plans, Standard Specifications, the Utility Accommodation Manual (UAM), etc. Preliminary roadway plans will be prepared and provided to the CITY for their initial negotiation(s) of proposed R/W and/or easements with private property owners, as necessary to maintain the trail east of the Halifax Canal. The roadway plans will be updated based on the outcome of those negotiations and will be formally prepared for progress review by the CITY and FDOT at 60%, and 90% levels of completion, along with an Engineer's Opinion of Probable Costs (EOPC).

Task 7 – Traffic Signal Design

TEDS shall prepare a signed and sealed set of traffic signal plans for the modification of the traffic signal at the intersection of SR 421 (Dunlawton Avenue) and Spruce Creek Road suitable for permitting, bidding and construction. The plans shall be prepared to Volusia County/FDOT standards. The tasks involved in this process include design of the traffic signal modifications, submission of the preliminary design for review and finalization of design plans including the incorporation of appropriate design review comments. Final plans will be prepared at a scale of 1" = 40'. It is understood that the plans will be a component set of the overall roadway plans for the trail project. The design tasks are detailed on the following page:

Task 7.1 – Data Collection

TEDS shall obtain a surveyed base plan, signed and sealed by a surveyor duly registered in the State of Florida, depicting existing and proposed conditions, including above ground and below ground utilities, suitable for preparing

Traffic Engineering Data Solutions, Inc.

the traffic signal design. Survey coverage shall include the turn lanes and tapers for the intersecting roadways but shall not be less than 150 feet along each leg of the intersection. The base plan shall be transmitted to TEDS in both hard copy and electronic format at a scale of 1" = 40'. The base plan shall indicate the edge of pavement, lane utilization including pavement markings, any medians or sidewalks within the intersection, drainage appurtenances (inlets, ditches, storm drain pipes showing size and direction of run), manholes and the presence of any known above or below ground utilities.

Task 7.2 – Initial Plan Preparation

TEDS shall prepare a traffic signalization base plan from this data. TEDS' design shall include sufficient vehicular detection modifications as required for semi-actuated control as well as pedestrian feature modifications. TEDS will also conduct one (1) field review to review existing field conditions and discuss preliminary modifications to the signal with the County.

TEDS shall provide the traffic signal plan package to include the following:

- Key Sheet (1 sheet) identifying the project name and location, Engineer of Record, the date of the design plan preparation, appropriate standards and specifications identification, revision block and plan sheet table of contents;
- General Notes Sheet (1 sheet) containing traffic signal design and installation notes standard to The COUNTY;
- Tabulation of Quantities Sheet (1 sheet) identifying the pay item descriptions and quantities of the traffic signal components, identifying appropriate general design notes pertaining to the traffic signal design;
- Traffic Signal Plans (1 sheet) presenting the intersection layout at the intersection in plan view, appropriate traffic signal design components including FDOT Pay Item Numbers, and notes pertaining to the operation of the new traffic signal and removal of the existing traffic signal items;
- Signal Details Sheet (1 sheet) presenting zoomed in view of the details in the quadrants of the intersection.

TEDS shall provide a digital copy of the submittal to the CITY/Volusia County/FDOT for review and comment.

Task 7.3 – Final Design Plan Preparation

Upon receipt of agency comments, TEDS shall address each comment in writing and shall discuss the appropriate revisions to the plans with the agency staff. Once the comments have been addressed, TEDS shall submit a revised draft traffic signal plan package for final review and comment. Once these comments are received, TEDS shall address same and shall provide to the CITY one (1) electronic plan set and five (5) signed and sealed plan sets. TEDS shall repeat the review and response to comments until final resolution with the agencies to obtain final signal plan approval.

Task 8 – Structural Engineering

TEDS will retain Florida Bridge and Transportation, Inc. (FBT) to provide the structural engineering services related to the proposed boardwalk as described in their letter proposal for FBT Project No. 21-31.01 dated April 22, 2021, a copy of which has been attached to this proposal.

Task 9 – Utility Coordination

TEDS will coordinate a Sunshine 811 design ticket for the project in an attempt to identify any Utility Agency Owner's (UAO's) that may currently be using the right of way and reach out to them to confirm the appropriate representatives. Upon completion of 60% plans, TEDS will transmit courtesy copies to the utility companies for their review and comment on the accuracy of utilities shown in the plan, conflicts that may exist between existing utilities and proposed construction, and minor relocation(s) that may be required. Minor adjustments to be designed and constructed by the UAO's will be graphically depicted on the plan sheets.

Traffic Engineering-Data Solutions, Inc.

Task 10 – Agency Permitting

At 60% and 90% levels of completion, TEDS will submit copies of the plans and other pertinent documents to the CITY for review. Once comments have been received from the CITY and FDOT, TEDS will revise the plans and respond to comments. In addition, TEDS will prepare the following permit application packages for submittal to the agencies listed below:

- A. SJRWMD – Modification for ERP Series 29869
- B. Volusia County – R/W Use Permit

Task 11 – Bid Phase Services

As Engineer of Record for the project, TEDS will provide support to the CITY during the bid phase, including the following services:

- Review of draft bid documents prepared by the CITY's Purchasing Division
- Prepare technical specifications for the project, with support from the sub-consultants as may be necessary, and provide copies for insertion into the CITY's bid documents (through FDOT Specs on the Web)
- Prepare a project description narrative
- Prepare a bid sheet
- Revise documents per comments received from the CITY and/or FDOT
- Prepare for and attend a pre-bid meeting
- Answer questions during the bid process
- Prepare bid tabulation and assist with selection of a contractor

Task 12 – Limited Post-Design Services

As Engineer of Record for the project, TEDS will provide support to the CITY in administering the construction contract through completion of the project construction, including the following limited post-design services:

- Attendance at a pre-construction meeting
- Provide review of civil-related shop drawing submittals for approval
(to be received from the contractor in one (1) single package)
- Attend up to five (5) meetings at the CITY or the project site for general coordination or to complete limited construction observation
- Review and respond to up to five (5) Requests for Information (RFI's) during construction
- Provide up to 20 hours of general construction administration assistance, such as review of change order(s)
- Review As-Built surveys provided by contractor with overlay of CAD files on design
- Prepare certification package for submittal to Volusia County for R/W Use Permit close-out
- Prepare a *MSSW/Stormwater As-Built Certification By A Registered Professional Engineer* for submittal to the SJRWMD for permit closure
- Prepare Engineer's Certification of Completion
(to serve as Exhibit C to State Funded Grant Agreement with FDOT)

Deliverables: Plans for this project will be developed in English units and formatted for printing on 11"x17" sheets at the scales noted in the individual tasks above. TEDS will provide PDF's of the plans throughout progress completion, and up to (10) sets of deliverables once they have been finalized, for bidding or construction.

Traffic Engineering Data Solutions, Inc.

FEES

TEDS shall conduct the work in the tasks described above for the lump sum fees indicated below:

<i>Description</i>	<i>Fee</i>
Task 1 – Project Management & Administration	\$9,135.00
Task 2 – Surveying	\$51,200.00
Task 2.1 – Right-of-Way Surveys	\$7,900.00
Task 2.2 – Baseline Survey	\$3,000.00
Task 2.3 – Bench Levels	\$4,000.00
Task 2.4 – Intersection Survey	\$4,500.00
Task 2.5 – Cross-Sections	\$10,300.00
Task 2.6 – City Parcels - Boundary Topographic and Tree Location Surveys	\$9,250.00
Task 2.7 – Jenzano Corridor Topographic Survey	\$4,000.00
Task 2.8 – Sketch of Legal Description of Jenzano Trail Easement	\$750.00
Task 2.9 – Jenzano Parent Parcel Eminent Domain Survey	\$7,500.00
Task 3 – Environmental Resources & Permitting	\$12,000.00
Task 4 – Geotechnical Engineering	\$14,000.00
Task 5 – Design Development	\$14,460.00
Task 6 – Roadway Plans	\$22,480.00
Task 7 – Traffic Signal Design	\$10,460.00
Task 8 – Structural Engineering	\$19,500.00
Task 9 – Utility Coordination	\$4,725.00
Task 10 – Agency Permitting	\$14,625.00
Task 11 – Bid Phase Services	\$4,575.00
Task 12 – Limited Post-Design Services	\$11,285.00
Direct Expenses	\$1,872.08
Total	\$190,317.08

An estimate of man-hours and expenses is provided on the following pages.

Traffic Engineering Data Solutions, Inc.

**CITY OF PORT ORANGE
MAN-HOUR ESTIMATE**

May 19, 2021



TEDS PROJECT No.: 10962
CONTRACT DESCRIPTION: Master Contract for Engineering Services
 (February 14, 2017)
PRIME CONSULTANT: Traffic Engineering Data Solutions, Inc.

TASK AUTHORIZATION No.: 09
PROJECT DESCRIPTION: SJR2C Loop Trail (Spruce Creek Rd) from South of Selin Circle to Herbert St
 (FPN 439865-3-34-01)
ESTIMATE PREPARED BY: Mikal R. Hale, P.E.

ACTIVITY	Chief Engineer / Vice President		Engineer		Engineer Intern		Sr. Designer		Senior Technician		Admin. Assistant		TOTAL		
	Rate/Hr:	\$180.00	Rate/Hr:	\$115.00	Rate/Hr:	\$85.00	Rate/Hr:	\$100.00	Rate/Hr:	\$60.00	Rate/Hr:	\$65.00	Man-hours By Activity	Activity Cost	Avg. Hourly Rate
	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act			
Task 1 – Project Management & Administration	40.0	7,200.00	0.0	0.00	9.0	765.00	0.0	0.00	0.0	0.00	18.0	1,170.00	67.0	9,135.00	136.34
Prepare for / attend kickoff meeting / minutes	4.0				4.0								8.0		
Prepare project schedule / updates	5.0				2.0								7.0		
General coordination / progress status updates	5.0				3.0								8.0		
Administration of design contract / monthly invoicing	12.0										6.0		18.0		
Initial setup / admin of sub-contracts / monthly invoicing	10.0										12.0		22.0		
Prepare for / attend City Council meeting	4.0												4.0		
Task 5 – Design Development	14.0	2,520.00	41.0	4,715.00	85.0	7,225.00	0.0	0.00	0.0	0.00	0.0	0.00	140.0	14,460.00	103.29
Obtain and review record plans / trace for insertion	2.0		10.0		15.0								27.0		
Process GIS data (aerials, FEMA, LIDAR, parcels, etc.)			5.0		10.0								15.0		
Conduct field review / site photos	3.0				3.0								6.0		
Review completed survey	1.0		1.0		3.0								5.0		
Develop alignment & typical sections	2.0		10.0		20.0								32.0		
Assess trail profile	2.0		5.0		10.0								17.0		
Assess drainage basinology & minor drainage structure mods	2.0		5.0		10.0								17.0		
Earthwork / average end area calcs	1.0		2.0		8.0								11.0		
Assess S&PM modifications	1.0		3.0		6.0								10.0		
Task 6 – Roadway Plans	36.0	6,480.00	50.0	5,750.00	110.0	9,350.00	9.0	900.00	0.0	0.00	0.0	0.00	205.0	22,480.00	109.66
Key Sheet (1 sheet)	1.0				3.0								4.0		
Summary of Pay Items (1 sheet)	1.0				5.0		2.0						8.0		
Signature Sheet (1 sheet)	1.0				1.0								2.0		
Drainage Map (1"=200' scale) (1 sheet)	2.0		2.0		10.0		2.0						16.0		
General Notes (1 sheet)	2.0		2.0										4.0		
Project Layout (1 sheet)					3.0								3.0		
Project Control (1 sheet)	1.0				3.0								4.0		
Typical Section (2 sheets)	2.0		2.0		2.0								6.0		
Roadway Plan (1"=40' scale) (6 sheets)	5.0		20.0		25.0								50.0		
Bridge Plan & Profile (1"=40' scale) (1 sheet)	5.0		5.0		8.0								18.0		
Cross-Sections (10 sheets)	2.0		15.0		10.0								27.0		
Construction Details (1 sheet)	1.0		1.0		2.0								4.0		
Traffic Control Plans (2 sheets) – FDOT Standard Plans			1.0		2.0								3.0		
SWPPP Notes (1 sheet)	1.0		1.0		3.0								5.0		
Erosion Control Plans (1"=40' scale) (3 sheets)			1.0		5.0								6.0		
S&PM Plans (1"=40' scale) (3 sheets)	3.0				10.0		5.0						18.0		
Engineer's Opinion of Probable Costs (60%, 90%, & Final)	3.0				18.0								21.0		
QA/QC (60%, 90%, & Final)	6.0												6.0		
Task 7 – Traffic Signal Design	16.0	2,880.00	12.0	1,380.00	0.0	0.00	62.0	6,200.00	0.0	0.00	0.0	0.00	90.0	10,460.00	116.22
Initial Plans Package	8.0		8.0				50.0						66.0		
Field Meeting	4.0						4.0						8.0		
Final Plans Package	4.0		4.0				8.0						16.0		

**CITY OF PORT ORANGE
MAN-HOUR ESTIMATE**



May 19, 2021

TEDS PROJECT No.: 10962
CONTRACT DESCRIPTION: Master Contract for Engineering Services
 (February 14, 2017)
PRIME CONSULTANT: Traffic Engineering Data Solutions, Inc.

TASK AUTHORIZATION No.: 09
PROJECT DESCRIPTION: SJR2C Loop Trail (Spruce Creek Rd) from South of Selin Circle to Herbert St
 (FPN 439865-3-34-01)
ESTIMATE PREPARED BY: Mikal R. Hale, P.E.

ACTIVITY	Chief Engineer / Vice President		Engineer		Engineer Intern		Sr. Designer		Senior Technician		Admin. Assistant		TOTAL		
	Rate/Hr:	\$180.00	Rate/Hr:	\$115.00	Rate/Hr:	\$85.00	Rate/Hr:	\$100.00	Rate/Hr:	\$60.00	Rate/Hr:	\$65.00	Man-hours By Activity	Activity Cost	Avg. Hourly Rate
	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act			
Task 9 – Utility Coordination	4.0	720.00	6.0	690.00	39.0	3,315.00	0.0	0.00	0.0	0.00	0.0	0.00	49.0	4,725.00	96.43
811 Design Ticket					1.0								1.0		
Confirm representatives					5.0								5.0		
Prepare & send notification e-mails with plans	1.0				8.0								9.0		
Adjust location of existing utilities per UAO markups	2.0		3.0		20.0								25.0		
Depict relocations by UAOs per conflicts (if applicable)	1.0		3.0		5.0								9.0		
Task 10 – Agency Permitting	16.0	2,880.00	43.0	4,945.00	80.0	6,800.00	0.0	0.00	0.0	0.00	0.0	0.00	139.0	14,625.00	105.22
Submit 60% plans to City & FDOT	1.0		2.0		2.0								5.0		
Review comments and revise plans	3.0		15.0		25.0								43.0		
Submit 90% plans to City & FDOT	1.0		2.0		2.0								5.0		
Review comments and revise plans	3.0		10.0		20.0								33.0		
Submit FINAL plans to City & FDOT	1.0		2.0		2.0								5.0		
Prepare & submit SJRWMD ERP Modification	3.0		5.0		10.0								18.0		
Review comments and revise plans	2.0		3.0		15.0								20.0		
Prepare & submit County R/W Use Permit	1.0		2.0		2.0								5.0		
Review comments and revise plans	1.0		2.0		2.0								5.0		
Task 11 – Bid Phase Services	12.0	2,160.00	21.0	2,415.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	0.00	33.0	4,575.00	138.64
Review draft bid docs (by City)	3.0		3.0										6.0		
Prepare Technical Specifications	1.0		3.0										4.0		
Prepare project description & bid sheet	1.0		2.0										3.0		
Revisions per City & FDOT	1.0		5.0										6.0		
Attend pre-bid meeting	3.0												3.0		
Answer bid questions	1.0		3.0										4.0		
Prepare bid tabulation	2.0		5.0										7.0		

**CITY OF PORT ORANGE
MAN-HOUR ESTIMATE**

FEDS

May 19, 2021

TEDS PROJECT No.: 10962
CONTRACT DESCRIPTION: Master Contract for Engineering Services
(February 14, 2017)
PRIME CONSULTANT: Traffic Engineering Data Solutions, Inc.

TASK AUTHORIZATION No.: 09
PROJECT DESCRIPTION: SJR2C Loop Trail (Spruce Creek Rd) from South of Selin Circle to Herbert St
(FPN 439865-3-34-01)
ESTIMATE PREPARED BY: Mikal R. Hale, P.E.

ACTIVITY	Chief Engineer / Vice President		Engineer		Engineer Intern		Sr. Designer		Senior Technician		Admin. Assistant		TOTAL		
	Rate/Hr:	\$180.00	Rate/Hr:	\$115.00	Rate/Hr:	\$85.00	Rate/Hr:	\$100.00	Rate/Hr:	\$60.00	Rate/Hr:	\$65.00	Man-hours By Activity	Activity Cost	Avg. Hourly Rate
	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act			
Task 12 – Limited Post-Design Services	31.0	5,580.00	40.0	4,600.00	13.0	1,105.00	0.0	0.00	0.0	0.00	0.0	0.00	84.0	11,285.00	134.35
Attend pre-con meeting	3.0												3.0		
Shop drawing review	2.0		8.0										10.0		
Attend (5) meetings at City	10.0		5.0										15.0		
Review and respond to (5) RAI's	2.0		3.0		5.0								10.0		
General construction administration	10.0		20.0										30.0		
Review As-Builts / overlay CAD files on design	1.0		1.0		2.0								4.0		
Certification package for Volusia County R/W Use	1.0		1.0		2.0								4.0		
Certification package for SJRWMD ERP Mod	1.0		1.0		2.0								4.0		
Engineer's Certification of Completion for FDOT	1.0		1.0		2.0								4.0		
TOTALS	169.0	30,420.00	213.0	24,495.00	336.0	28,560.00	71.0	7,100.00	0.0	0.00	18.0	1,170.00	586.0	91,745.00	156.56

TEDS LABOR **\$91,745.00**

EXPENSES (Refer to backup provided on the following page)

Sub-Consultant Fees	
I. SUB-CONSULTANT FEES	\$96,700.00
Direct Expenses	
II. REPRODUCTION	\$52.80
III. MILEAGE / TRAVEL	\$629.28
IV. PERMIT REVIEW FEES	\$1,190.00
V. SHIPPING / POSTAGE	\$0.00
Sub-Total Direct Expenses	\$1,872.08
SUB-TOTAL EXPENSES	\$98,572.08

TOTAL LUMP SUM CONTRACT AMOUNT **\$190,317.08**

**CITY OF PORT ORANGE
EXPENSES
May 19, 2021**



TEDS PROJECT No.: 10962		TASK AUTHORIZATION No.: 09	
CONTRACT DESCRIPTION: Master Contract for Engineering Services (February 14, 2017)		PROJECT DESCRIPTION: SJR2C Loop Trail (Spruce Creek Rd) from South of Selin Circle to Herbert St (FPN 439865-3-34-01)	
PRIME CONSULTANT: Traffic Engineering Data Solutions, Inc.		ESTIMATE PREPARED BY: Mikal R. Hale, P.E.	

I. SUB-CONSULTANT FEES			
Sub-Consultant	Description of Services	Fee	
a) PEC Surveying and Mapping, LLC	Task 2.1 – Right-of-Way Surveys	\$7,900.00	
b) PEC Surveying and Mapping, LLC	Task 2.2 – Baseline Survey	\$3,000.00	
c) PEC Surveying and Mapping, LLC	Task 2.3 – Bench Levels	\$4,000.00	
d) PEC Surveying and Mapping, LLC	Task 2.4 – Intersection Surveys	\$4,500.00	
e) PEC Surveying and Mapping, LLC	Task 2.5 – Cross-Sections	\$10,900.00	
f) PEC Surveying and Mapping, LLC	Task 2.6 – Cuts Parcels - Boundary Topographic and Tree Location Surveys	\$9,250.00	
g) PEC Surveying and Mapping, LLC	Task 2.7 – Janssaw Corridor Topographic Survey	\$4,000.00	
h) PEC Surveying and Mapping, LLC	Task 2.8 – Sketch of Legal Description of Janssaw Trail Easement	\$750.00	
i) PEC Surveying and Mapping, LLC	Task 2.9 – Janssaw Parcel Parcel Easement Domain Survey	\$7,900.00	
j) Terracon Consulting, Inc.	Task 3 – Environmental Resources & Permitting	\$12,000.00	
k) Terracon Consulting, Inc.	Task 4 – Geotechnical Engineering	\$14,000.00	
l) Florida Bridge and Transportation, Inc.	Task 8 – Structural Engineering	\$19,500.00	
Total:		\$96,700.00	

II. REPRODUCTION							
Contract Rate	Black / White:	8.5" x 11"	\$0.10 / sheet	Color:	8.5" x 11"	\$1.20 / sheet	
		11" x 17"	\$0.20 / sheet		11" x 17"	\$2.00 / sheet	
		24" x 36"	\$3.00 / sheet		24" x 36"	\$20.00 / sheet	
Job Estimate	Number of Sheets						
	Black / White			Color			
Document Description	8.5" x 11"	11" x 17"	24" x 36"	8.5" x 11"	11" x 17"	24" x 36"	Number of Sets
a) Construction Plans - FINAL Submittal	56			1			4
Total Reproduction Costs						\$52.80	

III. MILEAGE / TRAVEL			
Contract Rate	0.57 / mile (Current Federal Rate)		
Reason for Trip / Destination	Distance / Mileage (round trip)	Number of Trips	Cost
a) Kickoff meeting / City Hall	64	1	\$36.48
b) City Council / City Hall	64	1	\$36.48
c) Coordination meeting / City Hall	64	3	\$109.44
d) Field review / project site	66	1	\$75.24
e) Pre-bid meeting / City Hall	64	1	\$72.96
f) Pre-con meeting / City Hall	64	1	\$72.96
g) Construction observation / project site	66	2	\$150.48
h) Final walk-through / project site	66	1	\$75.24
Total Mileage / Travel Costs			\$629.28

IV. PERMIT REVIEW FEES	
Contract Rate	Cost
Description	Estimated Cost
a) SJRWMD Major Mod to ERP	\$1,190.00
b) Volusia County R/W Use Permit	\$0.00
Total Permit Review Fees	
\$1,190.00	

V. SHIPPING / POSTAGE	
Contract Rate	Cost
Description	Estimated Cost
a) N/A	
b)	
Total Shipping / Postage Costs	
\$0.00	



Surveying and Mapping

May 13, 2021

Transportation Engineering Data Solutions
Mr. Mikal Hale P.E., Vice President
80 Spring Vista Drive
DeBary, Florida 32713

PS16805r-TED

**Re: Port Orange Sea Loop Trail - Surveying and Mapping Services
City of Port Orange, Florida**

Dear Mr. Hale:

PEC-Surveying and Mapping (PEC) is pleased to submit our proposal for surveying and mapping services in connection with the above-referenced Project.

DESIGN SURVEY: We propose to perform a Design Survey to support the Engineering of the City of Port Orange Sea Loop Trail Segment. The Project Corridor is depicted on the attached portions of the Preliminary Engineering Report (PER) of the Florida Department of Transportation St Johns River to Sea (SJR2C) Loop Project Development and Environmental (PD&E) Study Dated April of 2020.

The Project Limits are that portion of the Corridor being the entire right-of-way width of Spruce Creek Road together with the Halifax Canal, lying east of the Road Spruce Creek Road, from Station 164 to Station 171; the Spruce Creek Road – Dunlawton Avenue Intersection, north, along Spruce Creek Road through the City Owned Parcels, to 50 feet north of the Herbert Street 6th Street Intersection, as shown in the PD&E Study. This represents a total length of approximately 2,300 feet of corridor.

Right-of-way Surveys: The right-of-way of Spruce Creek Road and the Halifax Canal shall be determined by field Survey.

Baseline: A Baseline will be established in the field and referenced for future use during construction, at 1,000-foot intervals.

Bench Levels: A 4 Mile - Closed Bench Loop will be performed incorporating two Volusia County Published Benchmarks. Elevations will be established along the Project Baseline. Elevations will be relative to the North American Vertical Datum of 1988.

Spruce Creek Road – Dunlawton Avenue Intersection Survey: The Intersection of Spruce Creek Road – Dunlawton Avenue will be Surveyed 150 feet, in all directions from the radius returns. All above ground improvements will be located relative to the roadway right-of-ways. All pavement markings will also be located. Elevations will be obtained on 50-foot cross sections.

Transportation Engineering Data Solutions - Mr. Mikal Hale P.E., Vice President
Port Orange Sea Loop Trail - Surveying and Mapping Services
PS16805r-TED
May 13, 2021
Page Two

Cross-Sections: Cross-sections will be performed of the Project Limits at 50-foot intervals.

City of Port Orange Parcels (CAD only): The Project Alignment traverses the two City owned Parcels: Volusia County Property Appraiser's Alykey Numbers 5080030 and 5578518, between the Spruce Creek Road Northern Terminus and the 6th Street – Herbert Street Intersection. A Boundary and Topographic and Tree Location Survey, of these two parcels will be performed.

Jenzano Corridor Topographic Survey: A Topographic Survey of the westerly 100 feet of the Jenzano Parcel will be performed to include the Halifax Canal.

Sketch of Legal Description of Jenzano Trail Easement: A Sketch of Legal Description for the proposed Trail corridor through the Jenzano ownership will be prepared if required.

Eminent Domain Survey – Jenzano Parent Parcel: If requested the Jenzano ownership will be Surveyed with all above ground improvements located relative to the Boundaries.

Fees: We propose to perform the work for the following Fees:

Right-of-way Surveys:	\$ 7,900.00
Baseline Survey:	\$ 3,000.00
Bench Levels (4 miles):	\$ 4,000.00
Intersection Survey: Spruce Creek Road – Dunlawton Avenue:	\$ 4,500.00
Cross Sections:	\$ 10,300.00
City Owned Parcels (2)	
Boundary Topographic and Tree Location Surveys (CAD Only): ...	\$ 9,250.00
Jenzano Corridor Topographic Survey:	\$ 4,000.00
Sketch of Legal Description of Jenzano Trail Easement:	\$ 750.00
Jenzano Parent Parcel Eminent Domain Survey:	\$ 7,500.00

Thank you for the opportunity of submitting this proposal to you. Should you have any questions or comments please advise.

Sincerely

PEC Surveying and Mapping



David A. White P.S.M.

May 6, 2021



Mr. Mikal Hale, P.E.
Traffic Engineering Data Solutions, Inc.
80 Spring Vista Drive
Debary, Florida 32713

Telephone: (386) 753-0558
E-mail: mhale@teds-fl.com

RE: Proposal for Environmental and Geotechnical Services
City of Port Orange – SUN Trail
Port Orange, Volusia County, Florida
Terracon Proposal No. PEQ217222

Dear Mr. Hale:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to Traffic Engineering Data Solutions, Inc. (Client) to provide environmental, cultural resource, and geotechnical services for the above referenced project in Port Orange, Florida. This proposal outlines our understanding of the project, our planned work scope and associated fee, and our terms and conditions associated with the performance of this work.

If this proposal meets with your approval, work may be initiated by returning a fully executed copy of the attached Agreement for Services. Please provide the land owner contact information or access information with the signed agreement. The terms, conditions, and limitations stated in the Agreement for Services and sections of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project.

We appreciate the opportunity to provide this proposal. If you have questions or comments regarding this proposal or require additional services, please give us a call.

Sincerely,
Terracon Consultants, Inc.

Brett Anderson
Senior Project Manager

Gary K. Howalt, PWS
Senior Principal/Department Manager

Attachments: Detailed Scope of Services
Agreement for Services



Terracon Consultants, Inc. 8001 Baymeadows Way, Suite 1 Jacksonville, FL 32256
P [904] 900-6494 F [904] 268-5255 terracon.com

Environmental



Facilities



Geotechnical



Materials

DETAILED SCOPE OF SERVICES

1.0 PROJECT INFORMATION

The site is located within the City of Port Orange and is part of the St. Johns River to Sea Loop Trail system. This segment, of the much larger trail system, begins south of the intersection of Spruce Creek Road and Selin Circle. The trail will extend northerly along the east side of Spruce Creek Road towards Oak Street. The trail will then continue along Spruce Creek Road from Dunlawton Avenue to Canal View Boulevard. The trail continues through a vacant parcel to Herbert Street, connection to the existing Trail Segment. The total project length is approximately 0.65 miles. If this is not accurate, or if you have additional useful information, please inform us as soon as possible.

Based on Terracon's understanding of the project, TEDS will need support to design the proposed section of trail within the City of Port Orange. Specifically, services to be provided include a natural resource review (wetlands, protected species, essential fish habitat), wetland permitting assistance, and geotechnical services. The following sections outline Terracon's scope and fees to conduct associated environmental and geotechnical services to support permitting efforts.

2.0 ENVIRONMENTAL RESOURCES REPORT

Terracon will perform a detailed natural resource review of the proposed ± 0.65 -mile section of SUNTrail proposed within the city of Port Orange, Florida. Specifically, Terracon will delineate wetlands within the trail corridor pursuant to the current methodologies of the U.S. Army Corps of Engineers [(USACE) 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Version 2.0)], Florida Department of Environmental Protection (FDEP) and St. Johns River Water Management District [(SJRWMD) Florida Unified Wetland Delineation Methodology, Chapter 62-340, F.A.C.]. Upon completion of the delineation effort, Terracon will provide the project surveyor with a flagging key map showing the approximate location of the wetland line.

In addition, Terracon will perform a protected species review of the proposed trail corridor. This investigation will survey the proposed corridor for the presence of any state or federally protected wildlife species and their habitat. If protected species or habitats are encountered, Terracon will perform preliminary mapping of the potential habitat area.

Implications to development associated with any identified wetlands and/or protected species will be addressed in an Environmental Resources Report to be provided at the completion of the field investigation efforts.

**Based on the Preliminary Engineering Report (PER) prepared by Scalar Consulting Group, Inc. (Scalar), it is anticipated that wetlands will be found within the project corridor. However, protected*

species impacts are not anticipated based on the Scalar PER. Should Terracon identify any protected species concerns, a supplemental change order may need to be requested to address any necessary surveying, agency coordination, and/or permitting efforts associated with those findings.

3.0 ENVIRONMENTAL PERMITTING

Based on the PER prepared by Scalar on behalf of FDOT, it is anticipated that wetland permitting efforts will be required to address the portion of the trail south of Herbert Street. It is Terracon's understanding that a portion of this section of trail will be an elevated boardwalk within the wetland. Terracon will acquire the necessary wetland authorization from SJRWMD to allow for the proposed wetland impact.

Based on a preliminary review, it is anticipated that the subject wetland would be non-jurisdictional under Section 404 of the Clean Water Act. Therefore, Terracon will submit a No Permit Required Verification Request to the Florida Department of Environmental Protection (jointly with the SJRWMD submittal). Should the wetland be deemed jurisdictional under Section 404 of the Clean Water Act, federal authorization may be necessary, and a supplemental change order may be required.

This fee does not include any application fees charged by the regulatory agencies or any mitigation fees associated with proposed wetland impacts.

4.0 GEOTECHNICAL SERVICES

The following summarizes our assumptions regarding the project:

- We will be granted access by our drill rig and crew to perform the required soil borings for the project elements.
- No roadway lane or shoulder closures are anticipated in order to perform the soil borings. Any necessary Maintenance of Traffic (MOT) will be performed in accordance with the Florida Department of Transportation (FDOT) Standard Plans.
- Survey support will be provided by others.

The following presents the number and depth of soil borings proposed for the project elements described above. Survey control in the field will be needed, as necessary, to assist our crews locate borings.

Boardwalk

Based on provided information, our field program includes performing a total of four Standard Penetration Test (SPT) borings to a depth of 40 feet each. Perform soil probing along the boardwalk alignment.

Following completion of the drilling services described above, the following geotechnical services are proposed for this project:

- Perform visual classification and limited laboratory testing of the soil samples obtained from the borings described above.
- Laboratory testing will include grain size analysis, organic content tests, moisture content tests, and/or Atterberg limits analysis, as appropriate, to aid visual classification of soil types. Laboratory testing will also include limited corrosion series testing.
- Engineering services will include coordination and supervision of all field and laboratory testing as well as engineering analysis of the field and laboratory test results. Specifically, geotechnical analysis and recommendations will be made for the following:
 - Boardwalk: Davisson capacity curves based on SPT boring results, observed groundwater tables, results of soil probing, timber pile driving recommendations, vibration recommendations, as needed, and soil parameters for lateral stability analysis (to be performed by others), if necessary.
- After completion of the field phase of the project, a preliminary report will be prepared for review and comment. After appropriate review, a final report will be prepared.

5.0 ADDITIONAL SERVICES NOT INCLUDED

Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you and send a supplemental proposal stating the additional services and fee. We will not proceed without your authorization.

6.0 SCOPE AND REPORT LIMITATIONS

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant

believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

The findings and conclusions presented in the final report will be based on the site's current utilization, the anticipated future use of the site, if provided to Terracon, and the information collected as discussed in this proposal. Please note that we do not warrant database or third-party information (such as from interviewees) or regulatory agency information used in the compilation of plans or reports. No warranties, express or implied, are intended or made.

7.0 SCHEDULE

Terracon is prepared to begin upon receipt of written notice to proceed. It is anticipated that preliminary efforts (desktop background research, initial planning) will begin within five business days of NTP, while initial field efforts will begin within 10 business days of NTP, weather dependent.

8.0 COMPENSATION

Task	Fees
Environmental Resources Report	\$6,000.00
Environmental Permitting	\$6,000.00
Geotechnical Services	\$14,000.00

The project will be invoiced on a percent complete basis monthly. Payments on invoices will be due in full within 30 days from the date of the invoice.

9.0 OUR COMMITMENT TO SAFETY

Safety is one of Terracon's core values and our commitment to an Incident and Injury-Free® philosophy is one of the pillars of our current Strategic Plan. Incident and Injury-Free (IIF) is about care and concern for our people. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. It is where safety is held as a core value as well as an operational priority. Working safely is an inseparable part of working correctly, just as much as other operational priorities, in particular quality, profitability and

Proposal for Environmental and Geotechnical Assessment Services

Traffic Engineering Data Solutions, Inc. ■ Port Orange, Florida

May 6, 2021 ■ Terracon Project No. PEQ217222



schedule. IIF is our commitment to our people, who we value for who they are and what they do. We strive to build health and safety into all aspects of our business and into the thinking of our employees.

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Traffic Engineering Data Solutions, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the City of Port Orange - SUN Trail project ("Project"), as described in Consultant's Proposal dated 05/06/2021 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Florida law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

PURSUANT TO SECTION 558.0035 OF FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE.

Consultant:	Terracon Consultants, Inc.	Client:	Traffic Engineering Data Solutions, Inc.
By:	Date: 5/6/2021	By:	Date:
Name/Title:	Gary K Howalt / Principal/Department Manager I	Name/Title:	Mikal R. Hale, P.E. /
Address:	8001 Baymeadows Way Ste 1 Jacksonville, FL 32256-7521	Address:	80 Spring Vista Dr Debary, FL 32713-1821
Phone:	(904) 900-6494 Fax: (904) 268-5255	Phone:	(386) 753-0558 Fax:
Email:	Gary.Howalt@terracon.com	Email:	mhale@teds-fl.com



Florida Bridge and Transportation, Inc.
Structural Engineers

April 22, 2021

Mr. Mikal Hale, PE
Traffic Engineering Data Solutions, Inc.
80 Spring Vista Drive
DeBary, Florida 32713
386.753.0558 (o) 386.547.4535 (c)

RE: SJR2C SunTrail
Timber Boardwalk
Proposal for Structural Analysis
FBT Project #21-31.01

Dear Mikal:

Florida Bridge and Transportation, Inc. (FBT) is pleased to submit this proposal to Traffic Engineering Data Solutions, Inc. (TEDS) for engineering services for the above referenced project. The scope of design services for this project includes the following:

- 1) FBT will provide the structural design calculations and plan sheets for a 12-ft wide by approximately 250-ft long timber boardwalk with wood decking as part of the SunTrail Pathway project within a wetland area. The pedestrian walkway will be designed in accordance with AASHTO's LRFD Guide Specifications for Design of Pedestrian Bridges.
- 2) Prepare drawings showing the one typical span for the pedestrian walkway in section, elevation, and plan with accompanying necessary details. The overall bridge plan and profile of the walkway will be shown on the trail plans to be prepared by others.
- 3) Gravity wall abutments will be detailed for each abutment. The gravity walls will reference FDOT design standards for design.
- 4) Respond to review comments from the client regarding the structural design of the boardwalk. This proposal has an allotment of up to eight (8) hours for responding to comments.
- 5) The final project deliverables will consist of signed and sealed calculations and plan sheets detailing the boardwalk.

We propose a lump sum fee of \$19,500.00 for the basic structural engineering services indicated above.

The scope and fee indicated above does not include the following services:

- A plan and elevation sheet showing the overall boardwalk and geometry. This will be provided on overall trail plans by others.
- Field Reviews or attendance at meetings beyond the allotment shown above
- Construction Inspection/Observation of installation and on-going construction
- Specifications - FDOT standard specifications will be referenced
- Preparation of as-built or record drawings

- Post design services

The items indicated above, or any other services not included in the basic scope of design services described above, may be provided for an additional fee. A supplemental agreement must be negotiated prior to the additional work being performed by FBT. Additional services required for this project may be provided based on an addendum to this agreement. Fees for additional services will be addressed on a case by case basis.

In order for FBT to perform these services, we will need the following information from others:

- Trail plans (plan and profile)
- Soil borings (SPT) with Davisson Capacity Curves, groundwater elevations, muck probing along the alignment, timber pile/post driving recommendations, vibration recommendations, and related geotechnical property recommendations

TEDS shall indemnify and hold harmless FBT and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of TEDS, anyone directly or indirectly employed by TEDS (except FBT) or anyone for whose acts any of them may be liable.

This agreement is intended to benefit TEDS and FBT exclusive. Any benefit conferred upon a third party is incidental to this agreement.

This proposal will become invalid if not executed within 90 days. We are prepared to commence the structural design services upon receipt of a written notice to proceed.

We appreciate this opportunity to be of service to Traffic Engineering Data Solutions, Inc.

Very truly yours,

Florida Bridge and Transportation, Inc.



Bassel Kassem, P.E.
Vice President



Traffic Engineering Data Solutions, Inc.

MEMORANDUM

DATE: January 4, 2021
SUBJECT: Signature Authority
Traffic Engineering Data Solutions, Inc.

I, Deanna F. Ferrell, as the President of Traffic Engineering Data Solutions, Inc., am the only person in the firm authorized to sign contracts. However, the following Sr. Vice Presidents, Chris J. Walsh, PE; Richard B. Morrow, PE; and P. Halley Ferrell may sign the following documents for the firm:

- Sub-consultant agreements;
- Invoices;
- Proposal forms;
- Local government contracts; and
- Private development contracts.

This authorization is effective immediately and remains in place until modified at a future date by similar memorandum signed by me, Deanna F. Ferrell.

TRAFFIC ENGINEERING DATA SOLUTIONS, INC.



Deanna F. Ferrell, MBA
President



CITY OF PORT ORANGE MASTER CONTRACT FOR ENGINEERING SERVICES

This Master Contract for Engineering Services ("Contract") is entered into this 14th day of February, 2017, 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 **TRAFFIC ENGINEERING DATA SOLUTIONS, INC.** ("Contractor" or "Engineer"), a Florida corporation, whose principal address is 80 Spring Vista Drive, DeBary, Florida 32713-1821 (collectively "the Parties").

The City and the Engineer for Ten Dollars (\$10.00) and other good and valuable consideration hereby covenant and agree as set forth below.

1. Provision of Services. These services shall be performed in accordance with Request for Statement of Qualifications No. 16-32 ("RFSQ 16-32") and Engineer's proposal in response thereto. A true and correct copy of RFSQ 16-32 and Engineer's proposal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange.

(a) The Engineer hereby agrees to provide the following services to the City of Port Orange:

- (i) Civil Engineering, Traffic Engineering and Transportation Planning, Landscape Architectural, Environmental and Planning Services, Geotechnical Engineering Services and related services for the City for preparation of a variety of projects administered by various departments within the City, including but not limited to paragraph 5 and the following:
 - (1) Investigation of existing structures or sites and preparation of drawings, reports, calculations, cost estimates, schedules; coordination of special services such as testing and surveying;
 - (2) Studies and planning for construction projects, preparation of drawings, reports, calculations, cost estimates, schedules; coordination of special services such as testing and surveying;
 - (3) Engineering services required to construct a variety of projects and related site work; preparation of design, construction documents, plans, specifications, calculations, cost estimates, reports and schedules; coordination of special services such as testing and surveying; preparation of required documents and services to obtain all construction permits; assisting the City project manager with bidding and construction administration, including field visits, shop drawing review, applications for payment, punch list and certification;
 - (4) Preparation of presentation boards and electronic graphic photo/realistic renderings;
 - (5) Oral presentations and PowerPoint audio visual presentations; and

- (6) Leading project meetings, preparing and distributing meeting minutes
 - (7) Projects may include City of Port Orange existing or proposed sites which require evaluation and/or site design for facilities with uses including Parks and Recreation, Fire and Police, flood control and/or stormwater treatment. Projects may also include review of development projects, traffic simulation/operations analysis models such as HCS, ARTPLAN, SYNCHRO, CUBE, and CFRPM, Traffic Impact Analysis creation and review, signal timing, traffic calming, intersection analyses, traffic improvement justification reports, Traffic Impact Analysis Methodology review, conducting traffic counts, creation and review of roadway classification and Level of Service (LOS) capacity reports.
 - (8) Plans will be drawn in AutoCAD format unless otherwise directed.
 - (9) All documents resulting from any project performed hereunder shall become the sole property of the City.
- (b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall commence on the date this Contract is signed by both of the Parties, and shall continue for a period of three (3) years thereafter or until either party provides the other party written notice of its intent to terminate this Contract.

Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for up to two (2) additional two (2) year terms. The City reserves the right to revise rates for consistency with current market trend at least annually.

Manner and Place: The Engineer shall perform the services as outlined in each project assignment, 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. Engineer shall not deliver goods or services without a fully executed task authorization and a written purchase order, signed by an authorized agent of the City of Port Orange.

Time and Essence: Engineer acknowledges that time is of the essence in the completion of the services contemplated by this contract. Engineer shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. Authorization for Services. This Contract standing alone does not authorize the performance of any work or services to be provided by the Engineer or require the City to place any orders for work or service. Authorization for performance of services by the Engineer under this Contract shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Engineer. A sample Task Authorization is attached hereto as Exhibit "1." The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders for goods or services during the life of this Contract. 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. Furthermore, the City reserves the right, at its sole discretion, to utilize the Master Contract for Engineering Services entered into between the Parties on March 17, 2015 pursuant to Request for Statement of Qualifications No. 14-23, for the scope of services set forth therein, as long as the Contract remains valid.

3. City Obligations. The City reserves the right to utilize either (i) lump sum or (ii) hourly rate compensation as set forth in Exhibit "2" attached hereto. The City's obligation to pay Engineer under this Contract is limited to the

approved Contract fees and 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. The Engineer shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer plus ten (10%) percent if approved by the City. The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.

4. Contract Administration. The Department Head requesting service ("Contract Administrator"), shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice." The work shall be reviewed by the authorized Contract Administrator, or designee, who shall have final decision authority for pay requests on all approved phases of the work, including general direction, review, and approval of the work. Neither the Contract Administrator's review, approval or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Engineer shall be and remain liable to the City for all costs of any kind which were incurred by the City as a result of the Engineer's negligent performance of the services furnished under this Contract.

5. Additional Statement of Engineering Services. The Engineer shall:

- (a) Provide all certifications ("Engineer of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
- (b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;
- (c) Verify and evaluate technical proposals furnished by the construction contractor if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications;
- (d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);
- (e) Furnish all other engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments and task authorizations for this contract:
 - (i) Site Visits/Special Permits. The Engineer shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations; except that building construction permits shall be specifically requested in a task authorization; and provide other data upon which to develop the design and preliminary sketches showing the contemplated project.

- (ii) Preliminary Sketches and Opinion of Probable Construction Costs. The preliminary sketches shall include plans, elevations and sections developed in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.
- (iii) Working Drawings and Specifications. After the preliminary sketches and opinion of probable construction costs have been approved by the Contract Administrator; the Engineer shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Engineer shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.
- (iv) Original Drawings - Final Plans. Upon approval of final plans the Engineer shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this Contract be terminated by the City, the Engineer shall deliver to the City one digital and one paper full scale set of originals as they exist at the time of termination. All plans shall be and remain the property of the City during preparation and upon delivery.
- (v) Revision of Final Drawings and Specifications. The engineer shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this Contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible.
- (vi) Bidding. The Engineer shall perform all necessary engineering services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator; coordination with the City Attorney and follow-up on contractor execution and delivery to the City Attorney of the original contract and original bond for recording in the public records.
- (vii) Bonding. The Engineer shall coordinate the delivery to the City Attorney of original bonds for recording. All construction contracts shall require two (2) original Bonds in the form approved by the City Attorney. Engineer shall not require duplicate original bond documents in the draft construction documents and agreement for the City.

6. Responsibility of the Engineer. The Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications; contract documentation and other work or materials

furnished by the Engineer under this contract. The Engineer shall without additional cost or fee to the City, correct or revise any errors or deficiencies in the Engineer's performance.

7. Reuse of Documents. The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other engineer's work produced in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including Drawings and Specifications prepared by Engineer pursuant to this Contract are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by City or others for any other project. Reuse for another project without written verification or adaption by Engineer for the specific purpose intended will be at City's risk. Any such verification or adaption performed by Engineer shall entitle Engineer to further compensation at rates to be agreed upon by City and Engineer. A reproducible electronic and paper set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Engineer.

8. Expert Witness. The Engineer shall serve as an expert witness for the City in any legal proceedings regarding this project if the City so requests. The expert witness fee for Engineer shall be negotiated at the time the Engineer is called as an expert.

9. Modifications to Scope of Work/Change Orders

(a) Change Orders. The Contract Administrator, upon written approval as required by the City's finance ordinances and policies, 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 one or more of the following: the services to be performed, the contract price 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 Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall notify the City requesting an equitable adjustment and the contract shall be modified in writing as mutually agreed by the Parties. Any change order shall include all costs and time extensions related to or incidental to such change.

(c) Any claim by the Engineer for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Engineer of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the contract. The Engineer shall proceed with the prosecution of the work as changed. Except as provided in this Contract, the Engineer shall not be entitled to payment for a charge for any extra work or material.

10. Subcontractors and Outside Associates and Consultants. Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified in the task authorization amendment. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

11. Termination

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Engineer of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Engineer shall:

(i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

(ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.

(iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

(iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Engineer under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause. If the City terminates the Engineer for failure to adhere to project time lines for completion of the Engineering work, then the City may deduct from amounts owed on the Engineer termination claim, the City's increased costs directly resulting from the failure of the Engineer to timely perform. The Engineer shall not be responsible for a delay in Engineering work that is beyond the Engineer's reasonable control.

(vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.

(1) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and

(2) The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to the City.

(vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

(c) After receipt of a Notice of Termination, the Engineer shall submit to the City's Contract Administrator its termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Engineer made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Engineer to submit the termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to them, the amount, if any, due to the Engineer by reason of the termination and shall thereupon pay to the Engineer the amount so determined, so long as all final documentation for the project has been delivered to the Contract Administrator.

(d) Subject to the provisions of Paragraph 11 (c), the Engineer and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Engineer by reason of the total or partial

termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the contract price for work completed that has been accepted by the Contract Administrator, as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Engineer shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Engineer, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.

(e) In the event of the failure of the Engineer and the Contract Administrator to agree as provided in Paragraph 11 (d), upon the whole amount to be paid to the Engineer by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Engineer the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon, as follows:

(i) For completed work and services accepted by the City, the price or prices specified in the contract for such work, less any payments previously made.

(ii) The total of:

(1) The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under Paragraph 11 (e)(i) hereof;

(2) The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11 (b)(v) above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11 (a) above; and

(3) A sum, as profit on Paragraph 11, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.

(iii) In the event the contract is terminated because of Engineer's default, the City may take over the work and services and complete the same by contract or otherwise, and the Engineer shall be liable to the City for any increased cost of the project.

12. Examination of Records

(a) The Engineer 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 Engineer involving transactions related to this Contract.

(b) The Engineer 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 Engineer 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.

13. Public Records Compliance. Engineer 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 Engineer does not transfer the records to the City.
- (d) Upon completion of the Contract, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer 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 Engineer does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Engineer may be subject to penalties under Section 119.10, Florida Statutes.

ENGINEER QUESTIONS RELATING TO ENGINEER'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.

14. Termination for Non-Appropriation of Funds. 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 Engineer. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination. 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.

15. Insurance

(a) Engineer shall maintain insurance during the life of this Contract. Engineer shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. The Engineer shall furnish policies and certificates of insurance to the City for review and approval on initial contract date and thereafter at least on each anniversary of the contract effective date. Failure of the Engineer to maintain a certificate of insurance in compliance or approval by the City of any policy of insurance shall not, relieve the Engineer from its responsibilities to provide the insurance coverage required herein. The certificates shall clearly indicate that the Engineer has obtained insurance of the type, amount and classification required by these provisions. No work shall be commenced until City has approved the policies. This Contract may be terminated by the City without penalty or expense, if policies requested hereunder are not provided to and approved by the City within thirty (30) days of the date hereof. The Engineer shall notify the City and to the City's designated insurance Risk Manager of any changes in or cancellations of coverage.

(b) 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. Engineer shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Engineer shall be solely responsible to provide the City written original certificate, 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 Engineer for the reasonable additional costs of increased coverage. The Engineer shall maintain the following coverages:

Required Insurance	Insurance	Standards	Comments
☒	Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
☒	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 the Contract work on or under Railroad rights of way or properties, the Engineer 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 Body Injury: \$100,000 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.
☒	Professional Liability (Errors & Omissions) <u>Limits:</u>	Coverage- \$1,000,000 minimum	

16. **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.

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

18. Non-discrimination. During the performance of this Contract, Engineer agrees as follows:

(a) Engineer 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 Engineer. Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Engineer agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

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

(c) Engineer shall be solely responsible for compliance with all federal, state and local laws, rules and regulations prohibiting discrimination of its officers, agents, employees and subcontractors. Engineer shall post notices, advertisements and solicitations in accordance with federal law, rule or regulation. Engineer 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.

19. E-Verify. Engineer 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 Engineer 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.

20. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Engineer, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. 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. Pending a final determination of a properly appealed decision of the City Council, Engineer shall proceed diligently with the performance of this Contract in accordance with that decision.

21. 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.

22. 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.

23. Additional Provisions. This Contract includes all additional provisions as may have been outlined in Request for Statement of Qualifications identified herein and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof.

24. 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.

25. 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: <i>(Department Head Requesting Service)</i> 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5500
Engineer:	Traffic Engineering Data Solutions, Inc. Attention: Deanna F. Ferrell, President 80 Spring Vista Drive DeBary, Florida 3217432713-1821 (386) 753-0558 – Telephone (386) 753-0778 – Facsimile dferrell@teds-fl.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.

26. 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 except for the bond. No contract shall be formed between Engineer and the City until the City signs this Agreement.

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:

Brooke Markham
Printed Name: Brooke Markham

Eileen Wright
Printed Name: Eileen Wright

Traffic Engineering Data Solutions, Inc.

By: Deanna F. Ferrell
Deanna F. Ferrell, President

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.

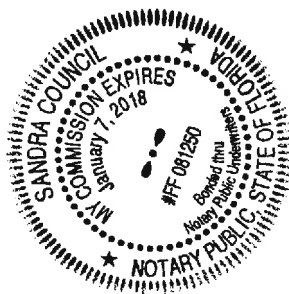
Date: FEB 9, 2017

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 9 day of FEB-, 2017, by Deanna F. Ferrell, as President of Traffic Engineering Data Solutions, Inc., a Florida corporation, and who:

(Notary: Please select one)

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



Sandra Council
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

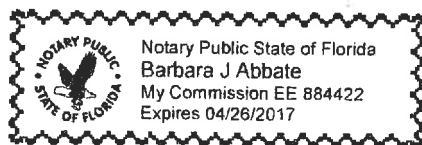
By: [Signature]
Donald O. Burnette, Mayor

Barbara J Abbate
Printed Name: Barbara J. Abbate

Date: 2/14/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th day of February, 2017, 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.



Witnesses:

Cynthia K Rivera
Printed Name: Cynthia K. Rivera

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

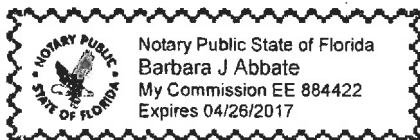
ATTEST:

Barbara J Abbate
Printed Name: Barbara J. Abbate

By: [Signature]
Robin L. Fenwick, CMC, City Clerk
Date: 2/14/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th day of February, 2017, 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.



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

[CA 5671]

EXHIBIT “1”

(Consisting of 3 pages)

TASK AUTHORIZATION NO. ____
Standard Contract for Services dated _____
Between the City of Port Orange, Florida and Traffic Engineering Data Solutions, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **TRAFFIC ENGINEERING DATA SOLUTIONS, INC.**, a Florida corporation with its principal place of business at 80 Spring Vista Drive, Debary, Florida 32713-1821 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated _____, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Contract Administrator may be contacted as follows:
Name: _____
Address: _____
Phone: _____
Mobile: _____
E-Mail: _____
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
4. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.
5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$_____. 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.
6. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization 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 Task Authorization No. ____.

7. This Task Authorization 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 Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

TRAFFIC ENGINEERING DATA SOLUTIONS, INC.

Printed Name:

By: _____
Deanna F. Ferrell, President

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: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Donald O. Burnette, Mayor

Printed Name: _____ Date: _____

Witnesses: ATTEST:

Printed Name: _____ By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____ Date: _____

[CA 5671]

HOURLY RATE SCHEDULE

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES CITY OF PORT ORANGE RFSQ # 16-32

The following schedule provides a maximum direct salary hourly rate for the disciplines, which are likely to be engaged for projects associated with the contract referenced above for the City of Port Orange.

COMPANY NAME: TRAFFIC ENGINEERING DATA SOLUTIONS, INC.

LABOR CATEGORY		HOURLY RATES	
President			\$200.00
Chief Engineer / Sr. Vice President			\$180.00
Sr. Engineer / Vice President			\$180.00
Project Engineer / Project Planner			\$125.00
Engineer / Planner			\$115.00
Engineer Intern			\$85.00
Sr. Designer			\$100.00
Designer			\$60.00
Senior Technician			\$60.00
Technician			\$55.00
Administrative Assistant			\$65.00
Secretary			\$45.00
NON-LABOR CATEGORY		RATES	
<u>Reproduction:</u>			
	<u>Black & White:</u>		
	8.5 x 11		\$0.10 / sheet
	11 x 17		\$0.20 / sheet
	24 x 36		\$3.00 / sheet
	<u>Color:</u>		
	8.5 x 11		\$1.00 / sheet
	11 x 17		\$2.00 / sheet
	24 X 36		\$20.00 / sheet
Mileage (travel to meetings and project site)		Current Federal Rate	
Shipping / Postage		Cost	



City of Port Orange

Agreement

RENEWAL FORM

*****THIS FORM IS VALID IF EXECUTED PRIOR TO THE ORIGINAL AGREEMENT/CONTRACT EXPIRATION DATE.*****

To be completed by Contractor:

YES X We desire to renew this agreement for another term at the same price, requirements, specifications, and conditions as the previous term as per the following:

- ☒ Standard Contract for Service CA No. 5671
☐ Piggyback Agreement CA No. _____
☐ Purchase Order No. _____

Term From: February 15, 2022

To: February 14, 2024

Provided to City:

- ☐ Updated Bond ☒ Insurance Certificate/City as additional insured and Waiver of Subrogation for WC

NO _____ We do not desire to renew this agreement for another term.

Verify your records by providing the following information:

Name of Company / Organization: Traffic Engineering Data Solutions, Inc.

Name of Contact Person: Deanna F. Ferrell

Mailing Address: 80 Spring Vista Drive, DeBary, FL 32713

Email Contact Address: dferrell@teds-fl.com

Phone: 386.753.0558 Fax: 386.753.0778

IF THIS RENEWAL IS NOT SIGNED BY THE CONTRACTOR'S LEGALLY AUTHORIZED PERSON, THEN ATTACH WRITTEN AUTHORIZATION TO ENTER INTO CONTRACTS ON BEHALF OF THE CONTRACTOR FOR THE PERSON WHO SIGNS.

Contractor's Authorized Representative: [Signature] Date: 12.07.21
Signature

For City Use Only:

Department completes the following:

- ☒ Renewal Accepted by the Department ☐ Bond received by the Department
☒ Insurance Certificate received by the Department OR ☐ Insurance waived by City Manager

Agreement Expiration: February 14, 2024

Acting City Manager: [Signature] Date: 12.20.21

Please return to the City of Port Orange as follows:

Department: Community Development Telephone: 386-506-5661

Contact: Margaret Tomlinson Fax: 386-506-5699

Email: mtomlinson@port-orange.org

Original Signed Form Must Be Returned to the City Clerk

Revised 4/1/2020

Client#: 1055074

TRAFFENG1

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/17/2022

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

PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	CONTACT NAME: Linda Marini PHONE (A/C, No, Ext): 813 321-7500 E-MAIL ADDRESS: linda.marini@usi.com		FAX (A/C, No): 813 321-7525
	INSURER(S) AFFORDING COVERAGE INSURER A : Travelers Property Cas. Co. of America INSURER B : Phoenix Insurance Company INSURER C : Travelers Casualty & Surety Co. of Amer INSURER D : INSURER E : INSURER F :		NAIC # 25674 25623 31194
INSURED Traffic Engineering Data Solutions, Inc 80 Spring Vista Drive Debarry, FL 32713			

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	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	6801H70658A	01/31/2022	01/31/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 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 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BA3R944058	01/31/2022	01/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB EXCESS LIAB DED ☒ RETENTION \$10000	X	X	CUP3C418899	01/31/2022	01/31/2023	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB9J775967	01/31/2022	01/31/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			106883019	01/31/2022	01/31/2023	\$2,000,000 per claim \$4,000,000 annl aggr.

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

Professional Liability coverage is written on a claims-made basis.

RE: TEDS Project #10962 TWO 9, FPN 439865-3-34-01 SUN Trail SJR2C Loop Trail, Spruce Creek Rd from South of Selin Circle to Herbert Street.

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

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

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

B. M. Carl

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DESCRIPTIONS (Continued from Page 1)

that provides Additional Insured status to Certificate Holder, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability policy contains a special endorsement with Primary and Noncontributory wording, when required by written contract. The General Liability, Automobile Liability, Workers Compensation and Professional Liability policies provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL PROPERTY K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|---|---|

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A. 1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

B. EMPLOYEE HIRED AUTOS

1. The following is added to Paragraph **A. 1., Who Is An Insured** of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee under a contract in that an "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

C. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
 - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
2. The following replaces Paragraph **A.2.a.(4)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph **C. 1.**, of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph **A. 4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage Extension

If hired "autos" are covered "autos" for Liability Coverage and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:
 - (a) \$50,000;
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- (2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".
- (5) This Coverage Extension does not apply to:
 - (a) Any "auto" that is hired, rented or borrowed with a driver; or
 - (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph **C.1.b.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D. Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.

J. PERSONAL PROPERTY

The following is added to Paragraph **A. 4. Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) owned by an "insured"; and
- (2) in or on your covered "auto";

in the event of a total theft "loss" of your covered "auto".

No deductibles apply to Personal Effects Coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A. 4. Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease/loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A. 5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 11/1/2022

SUBJECT: (B7d) Approval of Task Authorization No. 1 to Hall & Ogle Architects Master Contract for the Parks Office Building (QPC 202)

DEPARTMENT: Parks & Recreation

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Task Authorization No. 1 with Hall & Ogle Architects for the Parks and Recreation Office Building.

SUMMARY: The Parks Office Building (QPC 202) was approved in the amount of \$1,089,000 at the 5/17/22 Council Meeting. Hall and Ogle will be the architect for this project. The Task Authorization proposal is attached for review and approval.

The scope of work is to provide all necessary documents to permit and construct the approximate 2,500 S.F. building to house offices, break room, restrooms, showers/lockers, and associated ancillary spaces. It is anticipated the building will be constructed out of concrete masonry/stucco finish with wood roof trusses and fiberglass asphaltic shingle roof system.

The scope of work will include all necessary engineering including civil, structural, mechanical, plumbing, and electrical. Staff has also included allowances for a specific purpose site survey and geotechnical services as required.

The scope also includes full construction administration to include bidding assistance, answering requests for information (RFI), submittal review, review/approval of pay applications, processing change orders, observation of the work, attending owner architect, contractor meetings (OAC), substantial completion inspection, final completion inspection, and warranty inspections as required.

The work will commence upon Notice to Proceed. The deliverables for this project will include the required number of sets for review and permitting of the project and electronic files will be provided as well.

The fee proposal is as follows:

Architectural/Engineering Fee	\$ 106,000
Surveying Allowance	\$ 3,500
Geotechnical Allowance	\$ 2,500

Reimbursable items:

Printing	\$ 500
Total Fees (not to exceed)	\$ 112,500

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Hall & Ogle Architects, Inc. RFSQ 22-03 Task Authorization No 1 - Parks Office Building	Hall & Ogle Architects, Inc. RFSQ 22-03 Task Authorization No 1 -.pdf
2.	Master Contract 5 17 2022	Master Contract 5 17 2022.pdf
3.	Executed Resol No 22 - 14	Executed Resol No 22 - 14.pdf
4.	2218.Port Orange Parks Office.Proposal	2218.Port Orange Parks Office.Proposal.pdf

Sandy Woodman	Created/Initiated - 8/3/2022
Susan Lovallo	Approved - 8/10/2022
Jill Poolman	Approved - 8/10/2022
John McKinney	Approved - 8/15/2022
Matthew Jones	Approved - 10/17/2022
Wayne Clark	Approved - 10/20/2022
Robin Fenwick	Final Approval - 10/20/2022

TASK AUTHORIZATION NO. 1
Master Contract for Architectural Services dated May 17, 2022
Between the City of Port Orange, Florida and Hall & Ogle Architects, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **HALL & OGLE ARCHITECTS, INC.**, a Florida corporation with its principal place of business at 208 Magnolia Avenue, Daytona Beach, Florida 32114 ("Architect"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Architectural Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Architect shall provide services relating to the Parks Office Building, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Architect shall complete the services to be provided herein upon written Notice to Proceed issued by the City to the Architect, and shall continue through final completion of project, which shall include all substantial and final inspections, and, if required, warranty inspections.
4. In return for the services identified above, the City agrees to compensate Architect at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed \$112,500.00. 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.
5. Truth-in-Negotiations
 - (a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
 - (b) Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has

disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization

6. This Task Authorization 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 Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Architect and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

HALL & OGLE ARCHITECTS, INC.

By: _____

David D. Ogle, Vice President

Printed Name: _____

Date: _____

Printed Name: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Wayne Clark, City Manager

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

EXHIBIT “1”

Contractor's Quote

Consisting of 2 Pages



HALL & OGLE ARCHITECTS, INC.

AA-C000925

208 Magnolia Avenue
Daytona Beach, Florida 32114

PH: (386)255 -6163
FAX: (386)257-5650

July 26, 2022

Peter Ferreira, CPRP
Deputy Parks and Recreation Director
Port Orange Parks and Recreation
1395 Dunlawton Avenue
Port Orange, FL 32127

Re: Parks Office Building
Task Authorization Proposal

Dear Peter:

It is my pleasure to submit this proposal to provide architectural and engineering services for the proposed Parks Office Building to be located adjacent to the Recreation Center.

The scope of work is to provide all necessary documents to permit and construct the approximate 2,500 S.F. building to house offices, break room, restrooms, showers/lockers, and associated ancillary spaces. It is anticipated the building will be constructed out of concrete masonry/stucco finish with wood roof trusses and fiberglass asphaltic shingle roof system.

The scope of work will include all necessary engineering including civil, structural, mechanical, plumbing, and electrical. We have also included allowances for a specific purpose site survey and geotechnical services as required.

The scope also includes full Construction Administration to include bidding assistance, answering RFI's, submittal review, review/approval of pay applications, processing change orders, observation of the work, attending OAC meetings, substantial completion inspection, final completion inspection, and warranty inspections as required.

The work will commence upon Notice to Proceed. The deliverables for this project shall include the required number of sets for review and permitting of the project and electronic files will be provided as well.

The fee proposal is as follows:

Architectural/Engineering Fee	\$ 106,000
Surveying Allowance	\$ 3,500
Geotechnical Allowance	\$ 2,500
Reimbursables:	
Printing	500
Total Fees (not to exceed)	\$ <u>112,500</u>

JOHN E. HALL

DAVID D. OGLE

Let me know if you require anything further to complete the Task Authorization.

Thank you for the opportunity, we look forward to working with you on this project.

Respectfully,

A handwritten signature in black ink, appearing to read "David Ogle". The signature is fluid and cursive, with the first name "David" and last name "Ogle" clearly distinguishable.

David Ogle, Principal



CITY OF PORT ORANGE MASTER CONTRACT FOR ARCHITECTURAL SERVICES

This Master Contract for Architectural Services ("Contract") is entered into this 17 day of May, 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 **HALL & OGLE ARCHITECTS, INC.** ("Architect"), a Florida corporation whose principal address is 208 Magnolia Avenue, Daytona Beach, Florida 32114. The City and Architect are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Architect hereby agrees to provide the following services to the City of Port Orange:

(i) Professional continuous architectural design and consulting services to provide various renovation, restoration, construction and general consulting projects, and may include preparation of design and specifications, conducting and/or attending preconstruction meetings, review of shop drawings, record drawing review, cost estimating, and additional architectural services as required during the course of construction, in accordance with Consultants Competitive Negotiation Act, and as more specifically described in City of Port Orange Request for Statements of Qualifications No. 22-03 ("RFSQ 22-03") This Contract together with RFSQ 22-03, and Architect's Proposal, all of which may be referred to as the "Master Contract" and/or "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 and Requirements, and the Architect's Hourly Rate Proposal as submitted by the Architect in Architect's Response; are attached hereto as Exhibit "1." A complete copy of RFSQ 22-03 is available in the Office of the City Clerk. Architect represents that they are familiar with the documents that make up the Contract, as referenced herein above.

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

Term: The term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for a period of three (3) years (the "Initial Term").

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

Manner and Place: The Architect shall perform the services as outlined in each project assignment, in accordance with the Master Contract for Architectural Services 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. Architect shall not deliver goods or services without a fully executed task authorization and a written purchase order, signed by an authorized agent of the City of Port Orange.

Time and Essence: Architect acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. Authorization for Services. This Contract standing alone does not authorize the performance of any work or services to be provided by the Architect or require the City to place any orders for work or service. Authorization for performance of services by the Architect under this Contract shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Architect. A sample Task Authorization is attached hereto as Exhibit "2." The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders for goods or services during the life of this Contract. 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.

3. City Obligations. The City reserves the right to utilize lump sum or hourly rate compensation, at the hourly rate compensation as set forth in Exhibit "1." Rates may be adjusted on the anniversary of the effective date of this Contract, upon mutual written agreement of the Parties. The City's obligation to pay Architect under this Contract is limited to an amount not to exceed the appropriated budget per 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. The Architect shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Architect shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Architect's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Architect and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Architect. The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.

4. Contract Administration. The Purchasing Manager, Jill Poolman ("Contract Administrator"), shall perform contract administration of this Master Contract. The Department Head requesting the Task Authorization under this Master Contract, shall perform the Contract Administration for their respective Task Authorization for services. For notice provisions, see the paragraph entitled "Notice." The work shall be under the direction of the authorized Contract Administrator who shall have final decision authority for all phases of the work, including general direction, review, and approval of the work. Neither the Contract Administrator's review, approval or acceptance of, nor payment for, any of the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Architect shall be and remain liable to the City for all costs of any kind which were incurred by the City as a result of the Architect's negligent performance of the services furnished under this Contract.

5. Statement of Architectural Services. The Architect shall:

- (a) Provide all certifications ("Architect of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
- (b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval.

- (c) Verify and evaluate technical proposals furnished by the construction contractor if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.
- (d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);
- (e) Furnish all other Architectural services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this Contract:
 - (i) Site Visits/Special Permits. The Architect shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
 - (ii) Preliminary Sketches and Opinion of Probable Construction Costs. The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.
 - (iii) Working Drawings and Specifications. After the preliminary sketches and opinion of probable construction costs have been approved, the Architect shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Architect shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.
 - (iv) Original Drawings - Final Plans. Upon approval of final plans the Architect shall deliver to the City one set of original drawings in such medium and on such materials as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this Contract be terminated by the City the Architect shall deliver to the City one set of original drawings as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.
 - (v) Revision of Final Drawings and Specifications. The Architect shall, without additional fee, correct and revise the drawings, specifications, or other materials

furnished under this Contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Architect is responsible.

- (vi) Bidding. The Architect shall perform all necessary Architectural services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator.

6. Responsibility of the Architect. The Architect shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Architect under this Contract. The Architect shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

7. Reuse of Documents. The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other Architect's work produced in the performance of this Contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including drawings and specifications prepared by the Architect pursuant to this Contract are instruments of service in respect of the project. They are not intended or represented to be suitable for reuse by the City or others for any other project. Reuse for another project without written verification or adaption by Architect for the specific purpose intended will be at the City's risk. Any such verification or adaption will entitle Architect to further compensation at rates to be agreed upon by the City and Architect. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Architect.

8. Expert Witness. The Architect shall serve as an expert witness for the City in any legal proceedings regarding this Project if the City so requests. The expert witness fee for Architect shall be negotiated at the time the Architect is called as an expert.

9. Modifications to Scope of Work/Change Orders.

- (a) Change Orders. The Contract Administrator, upon written approval 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 one or more of the following: the services to be performed, the contract price of 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 Architect's cost of, or time required for performance of the work hereunder, Architect shall receive an equitable adjustment and the Contract shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.
- (c) Any claim by the Architect for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Architect of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the Contract. The Architect shall proceed with the prosecution of the work as changed. Except as provided in this Contract, the Architect shall not be entitled to payment for a charge for any extra work or material.

10. Subcontractors and Outside Associates and Consultants. Any subcontractors and outside associates or consultants required by the Architect in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified and approved in writing by the Contract Administrator. Any

substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

11. Termination.

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Architect of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Architect shall:

- (i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
- (ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.
- (iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
- (iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Architect under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (v) Settle all outstanding liabilities and claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.
- (vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.
 - a. The fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and
 - b. The completed or partially completed plans, drawings, information, and other property which, if the Contract has been completed, would have been required to be furnished by the City.
- (vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

(c) After receipt of a Notice of Termination, the Architect shall submit to the City's Contract Administrator its termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Architect made in writing such thirty (30) days period or authorized extension thereof. Upon failure of the Architect to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him,

the amount, if any, due to the Architect by reason of the termination and shall thereupon pay to the Architect the amount so determined.

(d) Subject to the provisions of Paragraph 11(c), the Architect and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Architect by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. The Contract shall be amended accordingly and the Architect shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Architect, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.

(e) In the event of the failure of the Architect and the Contract Administrator to agree as provided in Paragraph 11(d), upon the whole amount to be paid to the Architect by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Architect the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon as follows:

- (i) For completed work and services accepted by the City, the price or prices specified in the Contract for such work, less any payments previously made.:
- (ii) The total of:
 - a. The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributed to the work and services paid or to be paid for under Paragraph 11(e)(i) hereof;
 - b. The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11(b)(v) above, which are properly chargeable to the terminated portion of the Contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11(a) above; and
 - c. A sum, as profit on Paragraph 11(a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.
- (iii) In the event the Contract is terminated because of Architect's default, the City may take over the work and services and complete the same by Contract or otherwise, and the Architect shall be liable to the City for any increased cost of the project.

12. Examination of Records

(a) The Architect 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 Architect involving transactions related to this Contract.

(b) The Architect 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 Architect 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.

13. Public Records Compliance. The Architect 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 Architect does not transfer the records to the City.

(d) Upon completion of the Contract, Architect shall transfer to the City, at no cost, all public records in possession of the Architect 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 Architect does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Architect may be subject to penalties under Section 119.10, Florida Statutes.

ARCHITECT QUESTIONS RELATING TO ARCHITECT'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.

14. 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 Architect. 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.

15. Insurance Architect shall maintain insurance, as required herein, during the life of this Contract. Architect 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 Architect shall be primary and non-contributory. All insurance coverages of the Architect shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Architect'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. Architect may use leased employees if the Architect 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 Architect 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. Architect 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.

Architect 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 Architect is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Architect to ensure the subcontractors maintain the required coverage, shall not relieve the Architect 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 Architect 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 Architect 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 Architect 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 Architect using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<u>Contract Amount</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.

☒	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 Architect 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.
☒	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Architect Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☒	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 \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

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

17. 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.

18. Liability for Loss or Damage. Architect shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Architect, 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, to the extent caused by negligent performance of the Contract by Architect, his/its agents, servants and employees. Architect shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

19. Non-discrimination. During the performance of this Contract, Architect agrees as follows:

(a) Architect 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 Architect. Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Architect agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Architect shall state in all solicitations or advertisements for employees placed by or on behalf of Architect that Architect 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. Architect 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.

20. E-Verify. Architect 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 Architect during the term of this Contract and shall expressly require any subcontractors 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.

21. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Architect, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. 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. Pending a final determination of a properly appealed decision of the City Council, Architect shall proceed diligently with the performance of this Contract in accordance with that decision.

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: Jill Poolman, Purchasing Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5718

Contractor: Hall & Ogle, Architects, Inc.
Attention: David D. Ogle, Jr., Vice President
208 Magnolia Avenue
Daytona Beach, Florida 32114
(386) 255-6163 – Telephone
dogle@hoarchitects.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.

27. Truth-in-Negotiations

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification

shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

28. Waiver of Breach and Materiality Failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Contract.

29. 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 Architect and the City until the City signs this Agreement.

30. 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:

HALL & OGLE ARCHITECTS, INC.

Schyler Cergueira
Printed Name: Schyler Cergueira

Pamela Jarosz
Printed Name: Pamela Jarosz

By: David D. Ogle, Jr.

David D. Ogle, Jr., Vice President

Title:

If this Agreement 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 Agreements on behalf of the corporation.

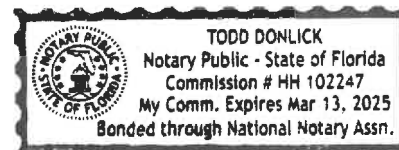
Date: 5.3.2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ✓ physical presence or online notarization, this 3rd day of May, 2022, by David D. Ogle, Jr., as Vice President of Hall & Ogle Architects, Inc., a Florida corporation. He is ✓ personally known or produced as identification.

Todd Donlick
Notary Public, State of Florida

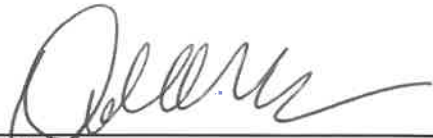
Printed, typed or stamped name, commission and expiration:



Witnesses:

CITY OF PORT ORANGE


Printed Name: Matt Jones

By: 
Donald O. Burnette, Mayor


Printed Name: Jamie Miller

Date: 5/17/2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of May, 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:

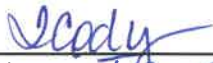
Witnesses:

ATTEST:




Printed Name: Lorie Harris

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


Printed Name: Tracee Cody

Date: 5/17/2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 17 day of May, 2022, by Shelly Field as MMC 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.



TRACEE CODY
Commission # HH 263672
Expires May 11, 2026


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

[CA 7788]

EXHIBIT “1”

RFSQ 22-03 Section 3 and Architect's Quote

Consisting of 4 Pages

Hall & Ogle Architects, Inc.

Rates are as follows:

Principal: \$200.00/hr

Sr. Project Architect \$150.00/hr

CAD Technician \$ 80.00/hr

Clerical/Support \$ 50.00/hr

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

PROJECT DESCRIPTION:

The purpose of this RFSQ is to establish a master agreement for Professional Architectural Services for various renovation, restoration, construction and general consulting projects in the City of Port Orange in accordance with Florida Statute 287.055, known as the “Consultants’ Competitive Negotiation Act” (the “CCNA”). Services for projects may include conducting and/or attending preconstruction meetings, review of shop drawings, record drawing review, cost estimating, and additional architectural services as required during the course of construction.

Authorization for Services under the contract shall be in the form of written Task Authorization issued and executed by the City and signed by the Architect. Each Task Authorization shall describe the services required, state the date of the commencement and completion of work, and establish the amount and method of payment. The City makes no covenant or promise as to the number of available projects during the life of this Contract.

GENERAL INFORMATION:

Sub-consultants

The City of Port Orange reserves the right to approve all sub-consultants for this contract. If sub-consultants are to be utilized, their names and references must be included within this initial statement. Responsibility for the performance of the contract remains with the main Consultant exclusively. Sub-consultants may be added to this contract during the contract period only with PRIOR WRITTEN PERMISSION from the City of Port Orange.

Qualifications

The proposer must have architects or other professional personnel that are registered and licensed in the State of Florida, qualified inspectors, financial advisors or other personnel as required to perform the duties necessary to complete the various services for this project.

Anticipated Services Awarded

The firms will submit a detailed scope of services for consideration during negotiations for individual Task Authorizations under the continuing service contract. The negotiated scope of services for the specified project(s) may include, but may not be limited to, the scope of work discussed above.

Compensation

After a final ranking of all statements received has been decided, the City will begin negotiations with the top ranked firms for a master contract and pricing, per the Consultant’s Competitive Negotiations Act requirements.

The City may elect to provide compensation in the Lump-Sum or Unit Cost with maximum format.

Progress payments may be requested monthly. All invoices shall include the Purchase Order Number, the City Contract Number, the name of the project, the authorized amount, the total of previous billings, the current billing amount, and the amount remaining unbilled. In addition, a narrative summary of services provided, explanation of expenses billed under the current billing amount and all back-up documentation needed to confirm the appropriateness of the Consultant’s billing shall be provided.

The City’s normal payment procedures in accordance with the Florida Prompt Payment Act will be observed. No early payments shall be approved.

No out of scope services shall be provided or compensated in the absence of prior, written authorization in the form of a supplemental Contract and issuance of an appropriate change order to the existing Purchase Order. The City will accept no obligation for any services provided which do not conform to this requirement.

ARCHITECTURAL SERVICES:

1. Provide all certifications ("Architect of Record" function) surveys, calculations, drawings, technical specifications and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
2. Prepare time scaled diagrams showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;
3. During construction bidding, provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.
4. Furnish consultation and advice as requested by the City during the construction of a project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached to the Task Authorization);
5. Furnish all other Architectural services included without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to the Master Agreement Contract:
 - (a) Site Visits/Special Permits: The Architect shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
 - (b) Preliminary Sketches and Opinion of Probable Construction Costs: The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. A preliminary opinion of probable construction costs shall be prepared based on the preliminary sketch or plan.
 - (c) Working Drawings and Specifications: After the preliminary sketches and opinion of probable construction costs have been approved, the Architect shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule provided with a Task Authorization. A typical design schedule would include 30%, 60% and 90% drawings unless otherwise indicated on the Task Authorization. Working drawings and specification shall be revised as necessary to meet the requirements of permitting and regulatory agencies and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Architect shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by permitting and regulatory agencies and the Contract Administrator.
 - (d) Original Drawings – Final Plans: Upon approval of final plans the Architect shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Architect shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.

- (e) Revision of Final Drawings and Specifications: The Architect shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Architect is responsible.
- (f) Bidding: The Architect shall perform all necessary Architectural services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by the Contract Administrator.
- (g) Reuse of Documents: The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other Architect's work produced for a project in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City.
- (h) Expert Witness: The Architect shall serve as an expert witness for the City in any legal proceedings regarding a project under this Contract if the City so requests. The expert witness fee for the Architect shall be negotiated at the time the Architect is called as an expert.

[End of Scope of Services - Remainder of this page left intentionally blank]

EXHIBIT "2"

Example Task Authorization

Consisting of 4 Pages

TASK AUTHORIZATION NO. _____
Master Contract for Architectural Services dated _____
Between the City of Port Orange, Florida and Hall & Ogle Architects, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **HALL & OGLE ARCHITECTS, INC.**, a Florida corporation with its principal place of business at 208 Magnolia Avenue, Daytona Beach, Florida 32114 ("Architect"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Architectural Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Architect shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Architect shall complete the services to be provided herein within ____ days of the date of written notice by the City to the Architect.
4. In return for the services identified above, the City agrees to compensate Architect at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed \$ _____. 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.
5. Truth-in-Negotiations
 - (a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
 - (b) Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has

disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization

6. This Task Authorization 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 Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Architect and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

HALL & OGLE ARCHITECTS, INC.

By: _____

David D. Ogle, Vice President

Printed Name: _____

Date: _____

Printed Name: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Wayne Clark, City Manager **OR** Donald O. Burnette, Mayor

Printed Name: _____ Date: _____

Witnesses:

ATTEST:

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

Printed Name: _____ Date: _____

RESOLUTION NO. 22-14

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, PERTAINING TO BUDGET ADJUSTMENTS FOR FISCAL YEAR 2021-22; PROVIDING FOR APPROVAL OF 2021-2022 BUDGET ADJUSTMENTS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 22, 2021, the City of Port Orange, adopted Resolutions 21-46, 21-47, 21-49, and 21-51, approving the City's total operating and capital budgets for Fiscal Year 2021-22; and

WHEREAS, the City of Port Orange adopted Resolutions 21-58 and 21-60, on October 19, 2021; Resolution 21-61, on November 2, 2021; Resolution 21-65, on November 16, 2021; and Resolution 21-68 and 21-69, on December 7, 2021; Resolution 22-1 on January 18, 2022; Resolution 22-6 and 22-7 on February 15, 2022, each amending the total operating budget for Fiscal Year 2020-21; and

WHEREAS, in order to recognize unanticipated revenues and expenditures, it is necessary to make adjustments to the City's 2021-22 operating budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The 2021-2022 Budget Adjustments to the City's 2021-22 Operating Budget are hereby approved and adjusted as set forth in **Exhibit "A"** attached hereto. As applicable, the transfer of funds may be made from any legally acceptable source.

Section 2. The budget items adopted in the preceding section shall govern the expenditures relating to such items for the City during the ensuing fiscal year effective October 1, 2021 through September 30, 2022.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be affected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

Section 5. This resolution shall become effective immediately upon adoption.



MAYOR DONALD O. BURNETTE

ATTEST:

Robin Fenwick, MMC, City Clerk

Adopted on the 17th day of May, 2022.

Reviewed and Approved:

Matthew J. Jones, City Attorney



Exhibit "A"

Fund	Description	Resolution 21- 46; 21-47; 21-49; 21-51	Resolution 21- 58	Resolution 21- 60	Resolution 21- 61	Resolution 21- 65	Resolution 21- 68	Resolution 21- 69	1	Resolution 22- 6	Resolution 22- 7	Resolution 22- 14	Amended Budget
001	General	45,196,872	(190,427)			922,699		(90,712)	3,951,346				49,789,778
019	Federal Disaster Funds								9,981,987				9,981,987
102	Tax Increment - Eastport	250,171											250,171
103	Tax Increment - Town Center	493,633											493,633
106	Recreational Facilities	59,500											59,500
109	Building Special Revenue	2,563,529											2,563,529
110	CDBG Special Revenue	398,763											398,763
199	Grant Special Revenue	5,087,136											5,087,136
214	Debt Svc GO	903,269											903,269
217	Debt Svc Eastport Tax Note	235,101											235,101
218	Debt Svc Town Center Bonds	402,069											402,069
220	Debt Svc Bonds	1,153,675											1,153,675
301	Capital Projects	1,747,083											1,747,083
306	Transp Cap Projects	150,250											150,250
307	Fire Impact Fee	222,782											222,782
312	Transp Impact Fee	740,150											740,150
317	General Cap Rplcmnt	1,500,500											1,500,500
401	Water / Sewer	33,872,093											33,872,093
403	W / S R&R	7,178,576											7,178,576
405	W / S Impact Fee	412,000											412,000
410	Solid Waste	8,549,436											8,549,436
412	Drainage	5,244,458											5,244,458
414	Drainage Bond Sinking	702,504											702,504
416	Wetland Mitigation	94,942											94,942
417	Water/Sewer Bond Debt Svc	4,173,388											4,173,388
418	SRF Debt Service	1,698,982											1,698,982
420	Forestry	423,382											423,382
450	Golf Course Operating	1,552,873											1,552,873
501	Information Technology	2,691,004											2,691,004
503	Vehicle Maintenance	1,210,833											1,210,833
504	Risk Management	1,958,597											1,958,597
505	Lease & Replacement	2,092,760											2,092,760
506	Building Maint	3,299,551											3,299,551
508	Loan Pool	294,885											294,885
606	Police Benefit Trust	4,900											4,900
607	Police Forfeiture	67,000											67,000
611	Recreation Impact Fee	17,700											17,700
615	Police Education Trust	7,000											7,000
621	Recreation Scholarship	27,300											27,300
625	Federal Police Forfeiture	50,000											50,000
	Grand Total:	136,728,647	55,000	80,000	40,000	(23,472)	20,041	13,486	41,208,485	37,824	673,064	13,212,735	192,045,810

Exhibit "A" DETAIL FOR RES. 2022-14
STAFF RECOMMENDED ADJUSTMENTS

FUND	ACCOUNT DESCRIPTION	PROPOSED ADJUSTMENT	Description
GENERAL FUND - 001	TRANSFER IN FROM FUND 019	778,302	ONE TIME PAYMENTS TO PUBLIC SAFETY
	FIRE - CHARGES FOR SERVICE - TRANSPORT REVENUE	125,000	FIRE TRANSPORTS ARE EXCEEDING INITIAL TRENDS
	PRIOR YEAR FUND BALANCE	5,000	TREE MITIGATION
	PRIOR YEAR FUND BALANCE	26,100	COST ALLOCATION STUDY (ZMI202)
	PRIOR YEAR FUND BALANCE	3,000	TO COVER ARPA REQUIRED REPORTING COST WITH JMCO
	PRIOR YEAR FUND BALANCE	22,244	EQUIPMENT NON CAPITAL (ZMI203)
	PRIOR YEAR FUND BALANCE	200,000	GROUNDS MAINTENANCE
	PRIOR YEAR FUND BALANCE	130,000	OTHER PROFESSIONAL SERVICES (ZMI201)
	PRIOR YEAR FUND BALANCE	142,000	BUILDING IMPROVEMENTS - INTERIOR RENOVATION (OBM200) TO FUND 317
	PRIOR YEAR FUND BALANCE	327,700	CITY HALL TUNNEL - ACRYLIC PANEL REPLACEMENTS (ORE200);
	PRIOR YEAR FUND BALANCE	40,000	FACILITIES AND IMPROVEMENTS OTHER BUILDINGS (ORE200) TO FUND 317
	PRIOR YEAR FUND BALANCE	50,000	STREET STRIPING (IMI002)
	PRIOR YEAR FUND BALANCE	13,000	PARKS OFFICE BUILDING
	PRIOR YEAR FUND BALANCE	1,089,000	POLICE DEPARTMENT GENERATOR REPLACEMENT
	PRIOR YEAR FUND BALANCE	1,000,000	
REVENUES		3,951,346	
GENERAL FUND - 001	COMMUNITY DEVELOPMENT - OTHER SUPPLIES AND EXPENSES	5,000	TREE MITIGATION
	FINANCE - CONTRACTUAL SERVICES	26,100	COST ALLOCATION STUDY (ZMI202)
	FINANCE - CONTRACTUAL SERVICES	3,000	TO COVER ARPA REQUIRED REPORTING COST WITH JMCO
	POLICE - PERSONNEL	282,500	ONE TIME PAYMENTS TO PUBLIC SAFETY - ARPA FUNDED
	FIRE - PERSONNEL	495,802	ONE TIME PAYMENTS TO PUBLIC SAFETY - ARPA FUNDED
	FIRE - PERSONNEL	125,000	INCREASED OVERTIME COST DUE TO INCREASED DEMANDS AND LIGHT DUTY PERSONNEL
	FIRE - OTHER SUPPLIES AND EXPENSES	22,244	EQUIPMENT NON CAPITAL (ZMI203)
	NON-DEPARTMENTAL - CAPITAL OUTLAY	327,700	FIRE STATION 74 CEILING AND HVAC REPLACEMENT
	PUBLIC WORKS - CONTRACTUAL SERVICES	200,000	GROUNDS MAINTENANCE
	COMMUNITY DEVELOPMENT - CONTRACTUAL SERVICES	130,000	COMPREHENSIVE PLAN UPDATE 2021 (ZMI201)
	PUBLIC WORKS - MAINTENANCE AND REPAIRS	13,000	STREET STRIPING (IMI002)
	NON-DEPARTMENTAL - CAPITAL OUTLAY	1,000,000	POLICE DEPARTMENT GENERATOR REPLACEMENT (OBM014)
	NON-DEPARTMENTAL - TRANSFER TO FUND 317	1,089,000	PARKS OFFICE BUILDING
	NON-DEPARTMENTAL - TRANSFER TO FUND 317	40,000	CITY HALL TUNNEL - ACRYLIC PANEL REPLACEMENTS (ORE200);
	BUILDING MAINTENANCE - CAPITAL OUTLAY	142,000	BUILDING IMPROVEMENTS - INTERIOR REMODEL (OMI201) TO FUND 317
	BUILDING MAINTENANCE - CAPITAL OUTLAY	50,000	FACILITIES AND IMPROVEMENTS OTHER BUILDINGS (ORE200) TO FUND 317
EXPENDITURES		3,951,346	
FEDERAL DISASTER FUNDING - 019	NON-DEPARTMENTAL - ARPA FUNDING	9,981,987	AMERICAN RESCUE PLANT ACT FUNDING FROM US TREASURY
			PER AUDITOR RECOMMENDATION, ALL ARPA MONIES SHOULD BE IN A SEPARATE FUND
			THIS AMENDMENT ACCOUNTS FOR THE CREATION OF FUND 019
RECREATIONAL FACILITIES - 106	NON-DEPARTMENTAL - TRANSFER TO GENERAL FUND	9,981,987	
	NON-DEPARTMENTAL - OTHER FINANCING USES	778,302	ONE TIME PAYMENTS TO PUBLIC SAFETY - ARPA FUNDED
		9,203,685	TO BE DETERMINED AT THE MAY 24, 2022 CIP BUDGET WORKSHOP
EXPENDITURES		9,981,987	
RECREATIONAL FACILITIES - 106		-	
		-	
		(20,000)	YMCA POOL LIGHTS
EXPENDITURES		20,000	

GRANT - FEDERAL REVENUE	(5,000,000)	AMERICAN RESCUE PLANT ACT FUNDING FROM US TREASURY PER AUDITOR RECOMMENDATION. ALL ARPA MONIES SHOULD BE IN A SEPARATE FUND THIS AMENDMENT ACCOUNTS FOR THE CREATION OF FUND 019
	REVENUES	
	(5,000,000)	
WATER & SEWER CAPITAL	(5,000,000)	HALIFAX RIVER WATER AND SEWER LINE ADDITIONS PER AUDITOR RECOMMENDATION. ALL ARPA MONIES SHOULD BE IN A SEPARATE FUND THIS AMENDMENT ACCOUNTS FOR THE CREATION OF FUND 019
	EXPENDITURES	
	(5,000,000)	
PRIOR YEAR FUND BALANCE	100,000	OTHER SUPPLIES AND EXPENSES (IM0002)
PRIOR YEAR FUND BALANCE	650	OTHER PROFESSIONAL SERVICES (PNC017)
	REVENUES	
	100,650	
PUBLIC WORKS -OTHER SUPPLIES AND EXPENSES	100,000	OTHER SUPPLIES AND EXPENSES (IM0002)
PUBLIC WORKS - CONTRACTUAL SERVICES	650	OTHER PROFESSIONAL SERVICES (PNC017)
	EXPENDITURES	
	100,650	
GENERAL CAPITAL REPLACEMENT - 317	1,089,000	PARKS OFFICE BUILDING
TRANSFER IN FUND 001	40,000	CITY HALL TUNNEL - ACRYLIC PANEL REPLACEMENTS (ORE200);
TRANSFER IN FUND 001	142,000	BUILDING IMPROVEMENT INTERIOR REMODEL (OMI201)
TRANSFER IN FUND 001	50,000	FACILITIES AND IMPROVEMENTS (OTHER THAN BUILDING) (ORE200)
TRANSFER IN FUND 611	22,540	REC CENTER REMODEL AND EXPANSION - FURNITURE (QPC082)
	REVENUES	
	1,343,540	
PARKS - CAPITAL OUTLAY	22,540	REC CENTER REMODEL AND EXPANSION - FURNITURE (QPC082)
PARKS - CAPITAL OUTLAY	1,089,000	PARKS OFFICE BUILDING
BUILDING MAINTENANCE - CAPITAL OUTLAY	40,000	CITY HALL TUNNEL - ACRYLIC PANEL REPLACEMENTS (ORE200);
BUILDING MAINTENANCE - CAPITAL OUTLAY	142,000	BUILDING IMPROVEMENT INTERIOR REMODEL (OMI201)
BUILDING MAINTENANCE - CAPITAL OUTLAY	50,000	FACILITIES AND IMPROVEMENTS (OTHER THAN BUILDING) (ORE200)
	EXPENDITURES	
	1,343,540	
PRIOR YEAR FUND BALANCE	1,500,000	ADDITIONAL FUNDING FOR UB SOFTWARE
PRIOR YEAR FUND BALANCE	206,000	WATER PLANT EXTERIOR PAINTING
PRIOR YEAR FUND BALANCE	40,453	ADDITIONAL FUNDING FOR SSP015 OPERATIONS BUILDING EXPANSION
PRIOR YEAR FUND BALANCE	98,874	WATER PRODUCTION (WW0002)
PRIOR YEAR FUND BALANCE	206,000	WATER PRODUCTION (WWP200)
PRIOR YEAR FUND BALANCE	50,000	WASTEWATER TREATMENT (SSP015)
PRIOR YEAR FUND BALANCE	50,000	UTILITY ADMINISTRATION (ZMI068)
	REVENUES	
	2,151,327	
WATER & SEWER - CAPITAL OUTLAY	1,500,000	UTILITY BILLING SOFTWARE
WATER & SEWER - CAPITAL OUTLAY	206,000	WATER PLANT EXTERIOR PAINTING
WATER & SEWER - CAPITAL OUTLAY	40,453	ADDITIONAL FUNDING FOR SSP015 OPERATIONS BUILDING EXPANSION
WATER & SEWER - CAPITAL OUTLAY	98,874	WATER PRODUCTION (WW0002)
WATER & SEWER - CAPITAL OUTLAY	206,000	WATER PRODUCTION (WWP200)
WATER & SEWER - CAPITAL OUTLAY	50,000	WASTEWATER TREATMENT (SSP015)
WATER & SEWER - CONTRACTUAL SERVICES	50,000	UTILITY ADMINISTRATION (ZMI068)
	EXPENDITURES	
	2,151,327	

PRIOR YEAR FUND BALANCE		100,000	RIDGEWOOD AVE WATERMAIN IMPROVEMENTS
	REVENUES	100,000	
WATER & SEWER - CAPITAL OUTLAY		100,000	RIDGEWOOD AVE WATERMAIN IMPROVEMENTS
	EXPENDITURES	100,000	
VEHICLE MAINTENANCE - MISCELLANEOUS REVENUE		561,345	ROYAL AUCTION GROUP - AUCTION PROCEEDS
	REVENUES	561,345	
NON-DEPARTMENTAL - OTHER FINANCING USES		561,345	TBD DURING UPCOMING BUDGET WORKSHOPS
	EXPENDITURES	561,345	
PRIOR YEAR FUND BALANCE		22,540	REC CENTER REMODEL AND EXPANSION - FURNITURE (QPC082)
	REVENUES	22,540	
TRANSFER TO FUND 317		22,540	REC CENTER REMODEL AND EXPANSION - FURNITURE (QPC082)
	EXPENDITURES	22,540	
	TOTAL ADJUSTMENT		
	REVENUES	13,212,735	
	EXPENDITURES	13,212,735	
	VARIANCE	-	

EXHIBIT "A" CONTINUED - FUND BALANCE DETAIL

Fund Fund Number	General Fund 001	Federal Disaster Funding 019	Recreational Facilities 106	Grant Fund 199	Capital Projects 301	General Capital Replacement 317	Water and Sewer 401	Water and Sewer Impact 405	Lease and Replacement 505	Recreation Impact Fees 611
Audited Fund Balance 9.30.2021	\$ 23,865,081	\$ -	\$ 676,031	\$ 1,031	\$ 2,982,535	\$ 660,015	\$ 187,098,777	\$ 10,573,751	\$ 11,002,941	\$ 2,812,711
Non-Spendable	(1,584,595)	-	-	-	-	-	(185,495,569)	(503,943)	(8,074,761)	-
FY22 Adopted Budget Appropriations	(1,608,000)	-	-	-	(37,002)	(1,498,000)	(7,157,093)	193,000	643,626	866,516
FY22 Budget Appropriation Resolutions to Date	(788,476)	-	-	-	(2,235,534)	(5,026,536)	(4,626,693)	(5,882,795)	(1,333,207)	(1,917,823)
Current Available Fund Balance	19,884,010	-	676,031	1,031	709,999	(5,864,521)	9,819,422	4,380,013	2,238,599	1,761,404
Transfers and Other Adjustments	903,302	9,981,987	-	-	-	-	-	-	-	-
Current Requests from Fund Balance	(3,008,044)	(778,302)	-	-	(100,650)	-	(2,151,327)	(901,404)	-	(22,540)
Ending Fund Balance 5.17.22	\$ 17,779,268	\$ 9,203,685	\$ 676,031	\$ 1,031	\$ 609,349	\$ (5,864,521)	\$ 7,668,095	\$ 3,478,609	\$ 2,238,599	\$ 1,738,864



HALL & OGLE ARCHITECTS, INC.

AA-C000925

208 Magnolia Avenue
Daytona Beach, Florida 32114

PH: (386)255 -6163
FAX: (386)257-5650

July 26, 2022

Peter Ferreira, CPRP
Deputy Parks and Recreation Director
Port Orange Parks and Recreation
1395 Dunlawton Avenue
Port Orange, FL 32127

Re: Parks Office Building
Task Authorization Proposal

Dear Peter:

It is my pleasure to submit this proposal to provide architectural and engineering services for the proposed Parks Office Building to be located adjacent to the Recreation Center.

The scope of work is to provide all necessary documents to permit and construct the approximate 2,500 S.F. building to house offices, break room, restrooms, showers/lockers, and associated ancillary spaces. It is anticipated the building will be constructed out of concrete masonry/stucco finish with wood roof trusses and fiberglass asphaltic shingle roof system.

The scope of work will include all necessary engineering including civil, structural, mechanical, plumbing, and electrical. We have also included allowances for a specific purpose site survey and geotechnical services as required.

The scope also includes full Construction Administration to include bidding assistance, answering RFI's, submittal review, review/approval of pay applications, processing change orders, observation of the work, attending OAC meetings, substantial completion inspection, final completion inspection, and warranty inspections as required.

The work will commence upon Notice to Proceed. The deliverables for this project shall include the required number of sets for review and permitting of the project and electronic files will be provided as well.

The fee proposal is as follows:

Architectural/Engineering Fee	\$ 106,000
Surveying Allowance	\$ 3,500
Geotechnical Allowance	\$ 2,500
Reimbursables:	
Printing	500
Total Fees (not to exceed)	\$ <u>112,500</u>

JOHN E. HALL

DAVID D. OGLE

Let me know if you require anything further to complete the Task Authorization.

Thank you for the opportunity, we look forward to working with you on this project.

Respectfully,

A handwritten signature in black ink, appearing to read "David Ogle". The signature is fluid and cursive, with the first name "David" and last name "Ogle" clearly distinguishable.

David Ogle, Principal



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 11/1/2022

SUBJECT: (B7e) Approval of Agreement with Florida Health Care Plans (FHCP) for Employee Health Insurance Coverage

DEPARTMENT: Administrative Services

GOAL: 5 - Fiscal Sustainability
6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve the renewal of Florida Health Care Plans employee group health insurance policies for the calendar year 2023; authorize expenditures for employee dependent coverage for the purpose of keeping employee obligations at 2022 rates; and authorize Mayor and City Clerk to sign all necessary documents.

SUMMARY: The City partners with Brown & Brown Inc. to broker our employee health insurance and ancillary insurance. The City works with Brown & Brown Inc. to use their knowledge and leverage in the insurance industry to survey the market when appropriate and assist the City in obtaining the best renewal possible from the carrier.

At the start of the budget season, we anticipated a 15% increase in premiums based on past claims experience. Renewals are based on a twelve-month past claims history for the same level of coverage. During the renewal process, we had a major claim that fell off our claims experience in August, providing us with a more favorable claim experience. This allowed for Brown & Brown to more aggressively negotiate a more favorable renewal from Florida Healthcare of 5.8% for calendar year 2023.

It is staff's recommendation to hold the increase to the employee for dependent coverage at a 0% increase. This has an estimated cost of \$35,316 based on current coverage and this can be covered through attrition of open positions. This would provide the employee with the same cost for dependent coverage as calendar year 2022.

This is an exempt purchase per City of Port Orange Ordinance 2-267(b)(16) Bidding Requirements, Insurance coverage.

PRESENTER: John McKinney

ATTACHMENTS:

1.	FHCP CITY OF PORT ORANGE CONTRACT PG 2023	FHCP CITY OF PORT ORANGE CONTRACT PG 2023.pdf
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Robin Fenwick	Created/Initiated - 10/12/2022
April Addison	Approved - 10/20/2022
John McKinney	Approved - 10/20/2022
Matthew Jones	Approved - 10/27/2022
Wayne Clark	Approved - 10/28/2022
Robin Fenwick	Final Approval - 10/28/2022

CONTRACT INFORMATION PAGE

Employer Name: CITY OF PORT ORANGE Group Number(s): 075
Group Plan(s): HMO'S & HDHP-HSA

Group Effective Date: 02/01/1976

Contract Anniversary Date: 01/01/2023 - 12/31/2023

Eligibility Exceptions: Terminate Dep(s) who turn 30, at End of Birth Month

of Eligible Employees

Applicable Options:

- ☐ Vision Rider
☐ Dental Rider
☒ Pharmacy Rider \$3/10/30/55
☒ COBRA Coverage
☒ WFW effective 1/1/2012 Co-pay \$10.00
☐ Wellness Services Rider effective
☒ Preferred Fitness Gym Rider 7/1/2015
☐ Religious/Moral Contraception Objection

Waiting Period: First of the month following 30 days of eligible employment.

Rate Schedule

Group Plan	HMO T10	HMO T38	HDHP-HSA T96	
Rx & Rx Code	\$3/10/30/55 RX(G4)	\$3/10/30/55 RX(G5)	RX After DED (G7)	
Single	\$751.65	\$617.33	\$508.02	
SP w/ any # Children	\$1,327.42	\$1,090.20	\$897.18	
Couple	\$1,327.42	\$1,090.20	\$897.18	
Family	\$1,628.07	\$1,337.14	\$1,100.38	

Florida Health Care Plan, Inc. (hereinafter called FHCP) agrees to provide the health care services described under the provisions of this Group Insurance Contract (herein called the Contract) and the FHCP Group Member Handbook (which by reference thereto is made a part thereof) for all Covered Employees o Employer and their covered dependents. The provision of services is subject to all of the terms on this page, those that follow, and the FHCP Group Member Handbook, including any limitations, restrictions or exclusions, as well as any amendments made a part of this Contract.

The Employer may act on behalf of all eligible employees and dependents. Every act by, agreement made with, or notice given to the Employer will be binding on all Covered Employees and Covered Dependents.

The contract is issued in consideration of the application of the Employer and payment of subscription fees in advance by the Employer at FHCP's Daytona Beach Facility. This Contract is effective on the Contract Anniversary Date shown above. The first subscription fees cover the period starting on the Contract Anniversary Date.

Signed for Florida Health Care Plan, Inc., at its facility in Daytona Beach, Florida to take effect on the Contract Anniversary Date for delivery in the State of Florida.

BY: 
David Schandel
CEO
Florida Health Care Plan, Inc.

Jenevieve Ferreira
Witness

Date: RENEWAL 2023

BY:
Name : Donald O. Burnette
Title: Mayor
Group Name: City of Port Orange

Attest:
Robin L. Fenwick, MMC, City Clerk

Date:



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 11/1/2022

SUBJECT: (B7f) Approval of Agreements with Metlife Insurance for Ancillary Insurance for Employees

DEPARTMENT: Administrative Services

GOAL: 5 - Fiscal Sustainability
6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve standard services agreements with Metlife Insurance for the provision of dental, vision, group life, and accidental death and disability insurance coverage for employees; authorize the City Manager and City Attorney to finalize the terms and conditions of said agreements; authorize the Mayor and City Clerk to sign all necessary documents.

SUMMARY: The City partners with Brown & Brown Inc. to broker our employee health insurance and ancillary insurance. The City works with Brown & Brown Inc. to use their knowledge and leverage in the insurance industry to survey the market when appropriate and assist the City in obtaining the best renewal possible from the carrier.

Metlife is our current provider for employee dental, vision, group life, and accidental death and disability (AD&D). The quote provided to the City for dental coverage holds the current premium rates for the upcoming calendar year 2023. The City has received a quote for vision coverage that includes a 10% **decrease** in the premium rate for the calendar year 2023. In addition, the City has received a quote for life and accidental death and disability (AD&D) that includes a **decrease** of 4.8% in the premium rates for the calendar year 2023. Overall, this is a 1.5% **decrease** in premium rates for the calendar year 2023. Life and dental are provided for the employee at no cost. Dependent dental, vision, and AD&D are at the cost of the employee. Metlife has guaranteed a rate lock for vision, group life, and accidental death and disability (AD&D) for a two-year period (calendar years 2023 and 2024).

There are no other recommended changes to any other lines of coverage for the upcoming year. All other ancillary coverage is optional for the employee.

This is an exempt purchase per City of Port Orange Ordinance 2-267(b)(16) Bidding Requirements, Insurance coverage.

PRESENTER: John McKinney

ATTACHMENTS:

1.	MetLife Standard Contract for Services - Vision and Life ADD Insurance for Employees	MetLife Standard Contract for Services - Vision and Life ADD Insurance for Employees.pdf
2.	MetLife Standard Contract for Services - Dental Insurance for Employees	MetLife Standard Contract for Services - Dental Insurance for Employees.pdf

Robin Fenwick	Created/Initiated - 10/27/2022
John McKinney	Approved - 10/27/2022
Matthew Jones	Approved - 10/28/2022
Wayne Clark	Approved - 10/28/2022
Robin Fenwick	Final Approval - 10/28/2022



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 **METROPOLITAN LIFE INSURANCE COMPANY** ("Contractor"), a New York corporation whose principal address is 200 Park Avenue, New York, New York 10166. 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 Vision, Life, Accidental Death and Disability insurance, as more specifically described in Exhibit "1," attached hereto.
- (b) The time, manner and place for performance of such services shall be:

Term: Notwithstanding the date of execution, this Contract shall commence on January 1, 2023 and shall continue until December 31, 2024 (the "Term").

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 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 prices set forth in Exhibit "1." The City's obligation to pay Contractor under this Contract is subject to a limit not to exceed the budget appropriation for 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. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

4. Contract Administration. The Risk Manager, Marla Callanan, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

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, by giving 60 days advance written notice to MetLife. The policy will end on the later of:

- (b) The date stated in the notice; or
- (c) The date MetLife receives the notice.
- (d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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 20 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.

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 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) Except as otherwise required by law or by Contractor's document retention standards, 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

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. Assignability of Contract. Except in the case of assignment to an affiliate or as a result of a sale of assets, 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.

12. 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.

13. 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.

14. 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 Agreement and shall expressly require any subcontractor performing services pursuant to this Agreement 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 Agreement.

15. 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. This section 21 shall not apply to disputes related to matters of dental, vision, or life insurance claims.

16. 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.

17. 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.**

18. 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.

19. Integration. This Contract and the documents incorporated herein by reference, including the group insurance policy(ies) and certificates issued by Contractor, 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.

20. 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: Marla Callanan, Risk Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5703
Contractor:	Metropolitan Life Insurance Company Attention: Barbara Dzialowy, Sr. Account Manager Barbara.dzialowy@metlife.com Jasmin.greeno@metlife.com 200 Park Avenue New York, New York 10166

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.

21. 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.

22. 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:

METROPOLITAN LIFE INSURANCE COMPANY.

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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: _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

EXHIBIT 1

Executive Summary of Group Life & AD&D Coverage

City of Port Orange

January 1, 2023 - December 31, 2023

Basic Life:	22,734,500
AD&D:	22,734,500

Current | Renewal

Vendor

Metlife

Class Definition Plan Details:		Benefit	Maximum	Guarantee Issue
Class 1:	All Other Employees	1x's Salary	\$140,000	\$140,000
Class 2:	City Council Members	1.5x's Salary	\$140,000	\$140,000
Class 3:	Directors	2x's Salary	\$250,000	\$250,000
Class 4:	Attorneys & City Managers	3x's Salary	\$300,000	\$300,000
Reduction Schedule:		50% at age 70		
Waiver of Premium:		Included		
Conversion:		Included		
Accelerated Death Benefit:		Included		
Seatbelt/Safe Driver Benefit:		Included		
Current Enrollment:		419		
Employer Contribution:		100%		
Participation Requirement:		100%		
Rate Guarantee:		2 Years (1/1/23-12/31/24)		
Plan Rates		Current	Proposed	Renewal
Basic Life		\$0.173	\$0.173	\$0.163
AD&D		\$0.034	\$0.034	\$0.034
Estimated Monthly Premiums:		\$4,706	\$4,706	\$4,479
Estimated Annual Premiums:		\$56,472	\$56,472	\$53,744
Rate Change from Current (%):		0.0%		-4.8%
Rate Change from Current (\$):		\$0		-\$2,728

Notes:

EXHIBIT 1

Executive Summary of Vision Coverage

City of Port Orange

January 1, 2023 - December 31, 2023

	Current Proposed Renewal			
Vendor	MetLife			
Network	MetLife			
Plan Name	M130D			
Copays	Network			
Exam:	\$10			
Materials:	\$25			
Contact Fitting & Follow-up:	\$60			
Frequencies				
Exams:	12 months			
Lenses:	12 months			
Frames:	24 months			
Contacts:	12 months			
Allowances				
Frames:	\$130 (20% off balance)			
Contact (Elective):	\$130			
Contact (Medically Necessary):	Covered in Full			
Non-Network Details	Non-Network			
Exam:	up to \$45			
Single Vision:	up to \$30			
Bifocal:	up to \$50			
Trifocal:	up to \$65			
Frames:	up to \$70			
Contact (Elective):	up to \$105			
Contact (Medically Necessary):	up to \$210			
Employer Contribution:	0%			
Participation Requirement:	58%			
Rate Guarantee:	2 Years (1/1/23-12/31/24)			
Plan Rates Current Enrollment	Current	Proposed	Renewal	
Employee:	197	\$6.26	\$6.26	\$5.63
Employee + 1:	66	\$9.08	\$9.08	\$8.17
Family:	63	\$16.27	\$16.27	\$14.64
Total:	326			
Estimated Monthly Premiums:	\$2,858	\$2,858	\$2,571	
Estimated Annual Premiums:	\$34,290	\$34,290	\$30,848	
Rate Change from Current (%):		0.0%	-10.0%	
Rate Change from Current (\$):		\$0	-\$3,442	

Notes:



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 **METROPOLITAN LIFE INSURANCE COMPANY** ("Contractor"), a New York corporation whose principal address is 200 Park Avenue, New York, New York 10166. 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 dental insurance, as more specifically described in Exhibit "1," attached hereto.
- (b) The time, manner and place for performance of such services shall be:

Term: Notwithstanding the date of execution, this Contract shall commence on January 1, 2023 and shall continue until December 31, 2023 (the "Term").

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 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 prices set forth in Exhibit "1." The City's obligation to pay Contractor under this Contract is subject to a limit not to exceed the budget appropriation for 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. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

4. Contract Administration. The Risk Manager, Marla Callanan, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

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, by giving 60 days advance written notice to MetLife. The policy will end on the later of:

- (b) The date stated in the notice; or
- (c) The date MetLife receives the notice.
- (d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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 20 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.

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 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) Except as otherwise required by law or by Contractor's document retention standards, 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

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. Assignability of Contract. Except in the case of assignment to an affiliate or as a result of a sale of assets, 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.

12. 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.

13. 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.

14. 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 Agreement and shall expressly require any subcontractor performing services pursuant to this Agreement 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 Agreement.

15. 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. This section 21 shall not apply to disputes related to matters of dental, vision, or life insurance claims.

16. 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.

17. 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.**

18. 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.

19. Integration. This Contract and the documents incorporated herein by reference, including the group insurance policy(ies) and certificates issued by Contractor, 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.

20. 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: Marla Callanan, Risk Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5703
Contractor:	Metropolitan Life Insurance Company Attention: Barbara Dzialowy, Sr. Account Manager Barbara.dzialowy@metlife.com Jasmin.greeno@metlife.com 200 Park Avenue New York, New York 10166

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.

21. 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.

22. 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:

METROPOLITAN LIFE INSURANCE COMPANY.

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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: _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

EXHIBIT 1

Executive Summary of Dental Coverage
City of Port Orange
January 1, 2023 - December 31, 2023

		Current Proposed Renewal			
Vendor		Metlife			
Network:		Metlife			
Plan Name:		PPO			
		Network			
Plan Details		Single		Family	
Coinsurance Percentage (Preventive Basic Major Ortho):		100% 100% 50% 50%			
Deductible (Family Maximum):		\$25		\$75	
Deductible Waived for Preventive:		Yes			
Calendar Year Maximum:		\$2,500			
Orthodontic Lifetime Maximum:		\$1,000			
Included Adult Ortho:		Yes			
Dental Services		Benefit Level		Frequency	
Routine Exam & Cleaning:		Preventive		2 per year	
Fluoride Treatment:		Preventive		1 per year, under 14	
X-Ray (Bitewings):		Preventive		1 per year	
X-Ray (Full Mouth):		Preventive		1 per 3 years	
Sealants:		Preventive		1 per 5 years, under 17	
Fillings:		Basic			
Oral Surgery (Simple):		Basic			
Oral Surgery (Complex):		Basic			
Root Canal Therapy:		Basic			
Periodontal Scaling:		Basic		1 per 2 years	
Periodontal Surgery:		Major		1 per 3 years	
Crowns:		Major		1 per 5 years	
Bridges:		Major		1 per 5 years	
Dentures:		Major		1 per 5 years	
Implants:		Major		1 per tooth per 5 years	
Non-Network Details		Non-Network			
Coinsurance Percentage (Preventive Basic Major Ortho):		100% 90% 50% 50%			
Deductible (Family Maximum):		\$25		\$75	
Deductible Waived for Preventive:		Yes			
Calendar Year Maximum:		\$1,500			
Percent of UCR:		90th			
Waiting Periods:		None			
Late Entrant Penalties:		Not permitted			
Allows Annual Open Enrollment:		Yes			
Included Rollover:		No			
Employer Contribution:		100%			
Participation Requirement:		100%			
Rate Guarantee:		1 Year (1/1/23-12/31/23)			
Plan Rates Current Enrollment		Current	Proposed	Renewal	
Employee:	289	\$32.22	\$34.15	\$32.22	
Family:	187	\$87.41	\$92.65	\$87.41	
Total:	476				
Estimated Monthly Premiums:		\$25,657	\$27,195	\$25,657	
Estimated Annual Premiums:		\$307,887	\$326,339	\$307,887	
PEPY		\$647	\$686	\$647	
Rate Change from Current (%):			6.0%	0.0%	
Rate Change from Current (\$):			\$18,452	\$0	
Notes:		2nd year rate cap 5%			



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 11/1/2022

SUBJECT: (B7g) Approval of Low-Income Home Water Assistance Program (LIHWAP) Agreement with Volusia County

DEPARTMENT: Finance

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the Low-Income Home Water Assistance Program Agreement with Volusia County, authorize the City Manager and City Attorney to finalize the terms and conditions of said agreement; and authorize the Mayor and City Clerk to execute all necessary documents.

SUMMARY: The County of Volusia has received funds from the Florida Department of Economic Opportunity (DEO) to administer the Low-Income Home Water Assistance Program (LIHWAP). LIHWAP is a federally funded program designed to provide financial relief to income-qualified residents from high water and wastewater costs. The primary goal of LIHWAP is to maintain water services for low-income households in Volusia County, prevent disconnections, and restore water services to disconnected households.

The County of Volusia has started administering LIHWAP to eligible households; however, DEO requires the County of Volusia to have an executed agreement with a water provider by November 30, 2022. If an executed agreement between the County of Volusia and a water provider is not in effect on December 1, 2022, the County of Volusia will not be authorized to provide LIHWAP assistance to that water provider's clients.

This is a standard agreement provided by DEO for all LIHWAP grantees in Florida.

PRESENTER: John McKinney

ATTACHMENTS:

1.	Port Orange Utilities- LIHWAP MOU	Port Orange Utilities- LIHWAP MOU.pdf
2.	LIHWAP Terms and Conditions for States	LIHWAP Terms and Conditions for States.pdf

John McKinney

Created/Initiated - 10/3/2022

John McKinney	Approved - 10/3/2022
Matthew Jones	Approved - 10/19/2022
Wayne Clark	Approved - 10/21/2022
Robin Fenwick	Final Approval - 10/21/2022

LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM

VENDOR PAYMENT AGREEMENT

WITH

AGENCY

COUNTY OF VOLUSIA- COMMUNITY ASSISTANCE DIVISION

123 W. INDIANA AVE.

DELAND, FL 32720

(386) 736-5956

&

VENDOR

CITY OF PORT ORANGE UTILITIES

1000 CITY CENTER CIR.

PORT ORANGE, FL 32129

(386) 506-5720

This Low-Income Household Water Assistance Program Vendor Payment Agreement (“Agreement”) is entered into by the water utility provider, VENDOR (“Vendor”), and AGENCY (“Agency”) (each individually a “Party” and collectively the “Parties”).

WHEREAS, the parties hereby agree to and enter into this Agreement to receive vendor payments from the Low-Income Household Water Assistance Program (LIHWAP).

NOW, THEREFORE, in consideration of the foregoing recital which is incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by the Vendor and Agency, the parties agree and stipulate as follows:

1. Purpose

This Agreement shall govern the purchase of water services from the Vendor on behalf of households eligible for the Low-Income Household Water Assistance Program (LIHWAP). As set by Term Eleven in the supplemental terms and conditions, Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic, with the public health focus of ensuring that low-income households have access to drinking water and wastewater services. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection or prevention of disconnection of service, and rate reduction to eligible households for such services. This

Agreement is a contract between the Agency, and the Vendor for the provision of water bill payments to assist low-income households with water and wastewater reconnection and ongoing services.

The parties acknowledge that this Agreement and the services provided by the Vendor are governed by and subject to federal and state laws and regulations in accordance with the Low-Income Household Water Assistance Program [supplemental terms and conditions](#), incorporated herein by reference.

2. Term of Agreement

This Agreement will begin October 1, 2021 and end on September 30, 2023. The Agreement will be reviewed/renewed no later than September 30, 2023.

3. Modifications of Agreement

Any and all modifications to this Agreement shall be in writing and agreed upon by both parties.

4. Termination of Agreement

This Agreement will terminate effective immediately upon determination by the Agency that the Vendor is not in compliance with the terms of this Agreement. The Vendor will be notified within 15 calendar days of the termination.

Either the Agency or the Vendor may terminate this Agreement with or without cause and without cost by giving the other party at least 60 calendar days written notice. Termination by either party shall not discharge any obligation owed by either party on behalf of a household that has been awarded a LIHWAP benefit.

5. Agency Responsibilities

The Agency will:

- a. Provide outreach activities in an equitable manner to ensure notification of program is given to the potentially eligible households.
- b. Screen for low-income households—particularly those with the lowest incomes—that pay a high proportion of household income for drinking water and wastewater services.
- c. Based on established criteria, determine household eligibility for LIHWAP based on the State/Territory or Tribal approved Grantee Plan in a timely manner.
- d. Accept referrals for LIHWAP benefits by the Vendor.
- e. Provide authorization for approved and services.
- f. Review invoice(s) submitted by the Vendor. The AGENCY may request additional documentation and/or clarification of charges as needed. No payment will be made without all required documentation/clarification of charges.

- g. Provide payment to the Vendor after receipt of proper invoices, and any additional required documentation or clarification, for services rendered pursuant to this Agreement, upon full compliance by the Vendor with the terms herein.
- h. Payment Set up: Agency will record approved water assistance services per eligible household in the Department of Economic Opportunity's ("Department") approved case manager application according to the LIHWAP field manual distributed to the Agency upon implementation of the program for that fiscal year. Agency will obligate funds according to subrecipient grant award and submit requests for reimbursement to the Department.
- i. Comply with all relevant state and federal laws and regulations in its implementation of the LIHWAP. Follow all supplemental terms and conditions as set forth by the Administration for Children and Families. The Agency shall provide notice of any changes or amendments to policies or guidelines for the LIHWAP. Such notice may be distributed by email.

The Agency will be responsible to collect and retain the following program data indicators from the households set forth in Terms Ten and Eleven of the supplemental terms and conditions:

- i. The amount, cost, and type of water assistance provided for households eligible for assistance under this award;
- ii. The type of water assistance used by various income groups;
- iii. The number and income levels of households assisted by this award;
- iv. The number of households that received such assistance and include one or more individuals who are 60 years or older, include a household member with a disability, or include young children (ages 5 and younger);
- v. The impact of each grantee's LIHWAP program on recipient and eligible households (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff); and
- vi. Administrative information regarding local providers (if applicable), agreements with water utilities, recommendations, accomplishments, unmet needs and lessons learned.
- j. Be responsible for planning and prioritizing funds for households in communities throughout their jurisdiction with the exception of households within tribal jurisdictions for which the Office of Community Services (OCS) has reserved a portion of LIHWAP funds.

6. Vendor Responsibilities

The Vendor shall:

- a. Provide the AGENCY a copy of the Employer Identification Number document or Social Security card which was issued to the Vendor and which displays the number used by the IRS as the Vendor's tax identification number.

- b. Provide the AGENCY with at least one designated contact person who shall be available to respond by telephone and electronic mail to all reasonable inquiries regarding LIHWAP household accounts, including but not limited to bills, payments, and services.
- c. Notify the AGENCY immediately when the tax identification number is changed. A new W-9 form will be completed and returned to the AGENCY.
- d. Notify the AGENCY within 10 days when the name of the company, ownership of the company, contact person, contact/billing information, services to be provided, or service coverage area changes.
- e. Notify the AGENCY if the business owner or other key employee is employed by the AGENCY as well as if a member of his/her immediate family is employed by the AGENCY. ("Immediate family" means either a spouse or any other person who resides in the same household as the owner and who is a dependent of the owner.) [Applies to privately owned Water Companies]

The AGENCY will evaluate the relationship to determine if there is a conflict of interest that will preclude the Vendor from providing LIHWAP services to a designated locality(s). (Conflict of Interest is defined as a situation that has the potential to undermine the impartiality of a person in an official position because of the possibility of a clash between the person's self-interest and professional interest or public interest.)

- f. Not serve as the vendor for a household in which s/he is a current recipient of assistance from the LIHWAP. (For these purposes, current will be defined as during the present federal fiscal year.) [Applies to privately owned Water Companies]
- g. Not serve as the vendor for a dwelling/property that s/he owns. [Applies to privately owned Water Companies]

Financial Information/Billing:

- h. Provide water and/or wastewater services to each eligible and approved residential households for which payment is provided under LIHWAP.
- i. Charge LIHWAP households using the Vendor's normal billing process.
- j. Restore water services upon payment [OCS DOES NOT RECOMMEND PAYMENT IF IT WILL NOT RESULT IN WATER RESTORATION]
- k. After receiving LIHWAP payment for restoration of water services, maintain services for at least 90 days
- l. Charge all LIHWAP eligible households the same price charged for home drinking water and/or wastewater services billed to non-eligible households, as determined by the approved rate setting process.
- m. Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds.

- n. Not apply LIHWAP payments to commercial accounts. LIHWAP payments should only be applied to residential accounts.
- o. Not discriminate against a LIHWAP eligible household with respect to terms, deferred payment plans, credit, conditions of sale, or discounts offered to other customers.
- p. Post all payments to customer accounts within 3-5 business days. Note: LIHWAP payments may be used to pay past due and/or outstanding balances for customers whose accounts are currently open/active and the household is approved for LIHWAP assistance.
- q. Clearly enter, on LIHWAP households' bill, the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from the LIHWAP.
- r. Provide a statement to LIHWAP households clearly indicating the cost of home drinking water and/or wastewater services provided.
- s. Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to the AGENCY, in compliance with LIHWAP Vendor Refund Policies, no later than 45 days following the end of the program year 2023.
- t. Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.
- u. Cooperate with any Federal, State, or local investigation, audit, or program review. The Vendor shall allow AGENCY representatives access to all books and records relating to LIHWAP households for the purpose of compliance verification with this Agreement.
- v. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.
- w. Take corrective action in the time frame specified by the AGENCY if violations of this Agreement are discovered. Corrective action may include, but is not limited to, providing detailed documentation of changes made and detailed plans for future changes that will bring the Vendor into compliance.
- x. Understand that failure to implement corrective actions may result in the immediate disqualification from participation in the LIHWAP.

Data Collection:

The data must be provided within a time frame specified by the AGENCY and must be provided in the format requested by the AGENCY. The data must be provided to the AGENCY (or an authorized agent for the AGENCY) for the purposes of verification, research, evaluation, analysis, and reporting. The household's signed LIHWAP application will authorize the Vendor to release this information to the AGENCY.

- y. Provide, at no cost to the AGENCY or the household, the data requested below by or on behalf of the AGENCY, as set forth in the supplemental terms and conditions;
- Provide written information to the Agency on an applicant household's home drinking water and/or wastewater costs, bill payment history, and/or arrearage history for no more than the previous 12 monthly billing periods even when it may be from a prior occupant household.
 - Provide the itemized amount, cost, and type of water assistance and services provided for households approved for assistance under this award.
 - Provide the type of water assistance used by household, i.e., drinking water, wastewater etc.
 - Identify the impact of each grantee's LIHWAP program on recipient and eligible households (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff).
 - Notify the Agency of any household situation that threatens life, health, or safety.

7. Joint Duties

Both the Vendor and the Agency agree to meet with designated staff bi-annually to review any recommendations, accomplishments, unmet needs and lessons learned as specified in the supplemental terms and conditions.

8. General Conditions

- a. **AUTHORITIES:** Nothing herein shall be construed as authority for either party to make commitments that will bind the other party beyond the scope of services contained herein.
- b. **DISCRIMINATION:** The Vendor shall not discriminate against any household because of race, religion, color, sex, national origin, age, disability, political beliefs, sexual orientation, gender identity, or any other basis prohibited by state or federal law relating to discrimination.
- c. **CONFIDENTIALITY:** The Vendor and the AGENCY agree that any information and data obtained as to personal facts and circumstances related to households shall be collected and held confidential, during and following the term of this Agreement, and shall not be disclosed without the individual's and AGENCY's written consent and only in accordance with federal or state law. Vendors who utilize, access, or store personally identifiable information as part of the performance of this Agreement are required to safeguard this information and immediately notify the AGENCY of any breach or suspected breach in the security of such information. The Vendor shall allow the AGENCY to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.
- d. **SUBCONTRACTS:** The AGENCY reserves the right to require the Vendor to obtain permission to subcontract any portion of the work. If requested by the AGENCY, the Vendor

shall furnish the AGENCY the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Agreement.

- e. FRAUD: The Vendor will be permanently disqualified from participating in the LIHWAP upon the first finding of LIHWAP fraud. Fraud includes, but is not limited to, intentionally providing false information to the AGENCY or knowingly allowing others to do so; intentional failure to notify the AGENCY of a change in circumstances that affects payments received by the Vendor; intentionally accepting payments that the Vendor knows, or by reasonable diligence would know, the Vendor is not entitled to by virtue of an overpayment or otherwise; or intentionally making a claim for a payment to which the Vendor is not entitled pursuant to the terms of this Agreement and all applicable rules, regulations, laws and statutes. Repayment must be made unless contrary to a court order.
- f. NON-FRAUD OVERPAYMENTS: For overpayments received by the Vendor that are not the result of intent to defraud, the Vendor shall be required to repay the full amount to the AGENCY.
- g. BINDING ON HEIRS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the respective successors and assign of each party, but does not otherwise create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- h. DUE AUTHORIZATION. The persons executing this Agreement on behalf of a party represent and warrant to the other party that he or she has been duly authorized by such party to so execute this Agreement.
- i. SEVERABILITY. If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid, the invalidity shall not affect other provisions of this Agreement, which shall be given effect without regard to the invalid provision or application.

The parties to this Agreement acknowledge the responsibilities, specified above, and will provide the accomplishment of this service in a mutually acceptable and efficient manner.

SUBGRANTEE

VENDOR

COUNTY OF VOLUSIA
COMMUNITY ASSISTANCE DIVISION
123 W. INDIANA AVE.
DELAND, FL 32720

CITY OF PORT ORANGE UTILITIES
1000 CITY CENTER CIR.
PORT ORANGE, FL 32129

BY: _____

BY: _____

Carmen Hall

(Printed Name)

(Printed Name)

Community Assistance Director

(Position/Title)

(Position/Title)

(Date)

(Date)



ADMINISTRATION FOR
CHILDREN & FAMILIES

330 C Street, S.W., Washington, DC 20201 | www.acf.hhs.gov

SUPPLEMENTAL TERMS and CONDITIONS

The **General Terms and Conditions** apply to all mandatory grant programs. These Supplemental Terms and Conditions are additional requirements applicable to the program named below.

By acceptance of awards for this program, the grantee agrees to comply with the requirements included in both the General and Supplemental Terms and Conditions for this program.

Office of Community Services (OCS)

LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)

Assistance Listing No. 93.568(B) (with modifications based on P.L. 116-260)

APPLICABLE LEGISLATION, STATUTE, REGULATIONS

1. The administration of this program is authorized under Section 533 Title V of Division H of the Consolidated Appropriations Act, 2021, Public Law No: 116-260. Consistent with legislative instructions, program requirements use existing processes, procedures, and policies currently in place to provide assistance to low-income households. In particular, OCS has closely modeled the Low Income Household Water Assistance Program's (LIHWAP) terms and conditions on assurances and requirements outlined in the Low Income Household Energy Assistance Act, 42 U.S.C. 8621 *et seq.*
2. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards is located under [45 CFR Part 75](#). In accordance with 45 CFR 75.101 applicability, this program must comply with 45 CFR Part 75 in its entirety. No exceptions have been identified.
3. Additional applicable regulations and requirements can be found in the [General Terms and Conditions for Mandatory: Formula, Block and Entitlement Grants](#).

COST SHARING OR MATCHING (NON-FEDERAL SHARE) OF PROGRAM FUNDING

4. The federal financial participation rate (FFP) is 100 percent for this program. The federal award provides funds for 100 percent of allowable, legitimate program costs.
5. There is no non-federal cost share/matching required for this program. Program funds for this program are awarded with a 100 percent FFP rate for program costs.

FINANCIAL REPORTING AND REQUIREMENTS

6. The OMB approved Financial Reporting form for this program is the SF-425 Federal Financial Report [SF-425 Federal Financial Report](#). Grantees must track and report on LIHWAP funds separately from appropriated LIHEAP funds.

- a. This report is submitted annually and must be submitted no later than December 30, which is 90 days following the end of each federal fiscal year (FFY).
 - b. A first interim report is due 90 days following the end of FFY 2021.
 - c. A second interim report interim report is due 90 days following the end of FFY 2022.
 - d. A final report (cumulative, covering the entire project period) is due 3 months following the end of FFY 2023.
7. **Project Period.** The project period for this award is synonymous with the obligation period, as follows: from the date of the award through the end of FFY 2023 (September 30, 2023). Any federal funds not obligated by the end of the obligation period will be recouped by this Department.
8. **Liquidation Deadline.** All obligated federal funds awarded under this grant must be liquidated no later than 3 months after the end of the project period (i.e., December 31, 2023). Any funds from this award not liquidated by this date will be recouped by this Department.
9. The following are the grant/fiscal requirements based on modifications of existing LIHEAP policies and requirements:
 - a. The grantees may use up to 15 percent of grant funds for planning and administering the funds under this award. The grantee will pay from non-federal sources the remaining costs of planning and administering the program under this award and will not use federal funds for such remaining cost. Administrative costs of the owners or operators of public water systems or treatment works that may be charged to this award, if any, are subject to this limitation and must be included together with the grantee's costs of planning and administration when calculating compliance.
 - b. The grantee will ensure that fiscal control and fund accounting procedures will be established as may be necessary to assure the proper disbursement of and accounting for federal funds paid to the state under this award, including procedures for monitoring the assistance provided under this award, and provide that the grantee will comply with the provisions of chapter 75 of title 31, United States Code (commonly known as the "[Single Audit Act](#)").
 - c. The grantee may expend funds for immediate expenses necessary for planning and administering the use of funds upon receipt of the award. However, prior to the expenditure of grant funds for any payments to owners or operators of public water systems or treatment works on behalf of low-income households, the grantee must submit an implementation plan for OCS review and acceptance in a format provided by OCS that will (a) include the eligibility requirements to be used by the state for each type of assistance to be provided under this grant, (2) describe the benefit levels to be used by the state, territory, or tribe for LIHWAP assistance, (3) describe any steps that will be taken to target assistance to households with high home water burdens, and (4) provide a plan of administration including a plan of oversight and monitoring of any subrecipient organizations comparable to the processes and procedures for comparable grant programs. Not later than May 30, 2021, OCS will make available a Model State and Tribal Implementation Plan format to be used in developing and submitting the implementation plan for review.

PROGRAM REPORTING AND REQUIREMENTS

10. Grantees must track and report on LIHWAP program activities under this award separately from LIHEAP. The grantee must report annually on the following data elements, using an OMB-approved reporting format to be provided by OCS:
 - a. the amount, cost, and type of water assistance provided for households eligible for assistance under this award;
 - b. the type of water assistance used by various income groups;

- c. the number and income levels of households assisted by this award;
 - d. the number of households that received such assistance and include one or more individuals who are 60 years or older, include a household member with a disability, or include young children (ages 5 and younger);
 - e. the impact of each grantee's LIHWAP program on recipient and eligible households (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff); and
 - f. administrative information regarding local providers (if applicable), agreements with water utilities, recommendations, accomplishments, unmet needs and lessons learned.
11. The following are the program requirements, consistent with instructions in [P.L. 116-260, Section 533](#) and consistent with existing program requirements for Low-Income Home Energy Assistance Program (LIHEAP) and other closely related programs:
- a. Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the coronavirus, with the public health focus of ensuring that low-income households have access to safe and clean drinking water and wastewater services.
 - b. Funds will be used to provide assistance to low-income households—particularly those with the lowest incomes—that pay a high proportion of household income for drinking water and wastewater services. Assistance to households will be accomplished by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services. Grantees may use LIHWAP funding to cover arrearages arising at any time, including prior to this award.
 - c. Grantees shall, in carrying out programs funded with this grant, as appropriate and to the extent practicable, use existing processes, procedures, policies, and systems in place to provide assistance to low-income households, including by using existing programs and program announcements, application and approval processes.
 - i. Grant resources may be used to make payments only with respect to households in which one or more individuals are receiving the following:
 - 1. assistance under the State program funded under part A of title IV of the Social Security Act;
 - 2. supplemental security income payments under title XVI of the Social Security Act;
 - 3. food stamps under the Food Stamp Act of 1977;
 - 4. payments under section 415, 521, 541, or 542 of title 38, United States Code, or under section 306 of the Veterans' and Survivors' Pension Improvement Act of 1978; or
 - 5. payments under the Low Income Home Energy Assistance Program (LIHEAP);

or
 - ii. households with incomes that do not exceed the greater of the following:
 - 1. an amount equal to 150 percent of the poverty level for such state; or
 - 2. an amount equal to 60 percent of the state median income;
 - 3. except that a state, territory, or tribe may not exclude a household from eligibility in a fiscal year solely on the basis of household income if such income is less than 110 percent of the poverty level for the state; but, the state, territory, or tribe may give priority to those households with the highest home water costs or needs in relation to household income.
 - d. The grantee will establish criteria and procedures for determining income eligibility comparable to established procedures and requirements for LIHEAP. The grantee will conduct outreach activities designed to ensure that eligible households, especially those with the lowest incomes,

that pay a high proportion of household income for drinking water and wastewater services, are made aware of the assistance available under this title and any similar assistance available under the Community Services Block Grant program or through other emergency relief such as the [Pandemic Emergency Assistance Fund](#) and the U.S. Department of Treasury's [Emergency Rental Assistance Program](#).

- e. The grantee will coordinate its activities under this title with similar and related programs administered by the Federal Government and such state, territory, or tribe, particularly low-income utility support programs such as LIHEAP, the Community Services Block Grant (CSBG), Supplemental Security Income (SSI), Temporary Assistance for Needy Families (TANF), the Social Service Block Grant, and the [Emergency Rental Assistance Program](#).
- f. The grantee will provide, in a timely manner, that the highest level of assistance will be furnished to those households that have the lowest incomes and the highest water costs or needs in relation to income, taking into account family size, except that the state, territory, or tribe may not differentiate in implementing this section between the households described in condition 11(c)(i) and 11(c)(ii) (above).
- g. The grantee will establish policies, procedures, and benefit levels on behalf of households that prioritize continuity of water services, including prevention of disconnection and restoration water services to households for which water services were previously disconnected.
- h. The grantee will provide funds to owners or operators of public water systems or treatment works ("owners or operators") to reduce arrearages of and rates charged to eligible households for such services. For all payments to owners or operators on behalf of individual households, the grantee must establish procedures to:
 - i. notify, or require the owner or operator to notify, each participating household of the amount of assistance paid on its behalf;
 - ii. ensure that the owner or operator will charge the eligible household, in the normal billing process, the difference between the actual amount due and the amount of the payment made by the LIHWAP grant;
 - iii. ensure that any agreement the grantee enters into with an owner or operator under this paragraph will contain provisions to ensure that no household receiving assistance under this grant will be treated adversely because of such assistance under applicable provisions of state, territorial or tribal law or public regulatory requirements;
 - iv. ensure that the provision of payments to the owner or operator remains at the option of the grantee, in consultation with local subgrantees; and
 - v. ensure that the owner or operator provides written reconciliation and confirmation on a regular basis that benefits have been credited appropriately to households and their services have been restored on a timely basis or disconnection status has been removed if applicable.
- i. The amount of any home water assistance benefits provided under this program for the benefit of an eligible household shall not be considered income or resources of such household (or any member thereof) for any purpose under any State, Territorial, or Tribal law, including any law relating to taxation, public assistance, or welfare programs.
- j. The grantee will not exclude income-eligible households (described above in condition 11(c)(ii)) from receiving home water assistance benefits.
- k. The grantee will establish procedures to treat owners and renters equitably under the program assistance provided with these grant resources.

- l. The grantee will provide for timely and meaningful public participation in the development of a state, territory or tribe's LIHWAP implementation plan, such as publication and acceptance of comments via the grantee's website.
- m. The grantee will provide an opportunity for a fair administrative hearing to individuals whose claims for assistance under a LIHWAP plan are denied or are not acted upon with reasonable promptness. Administrative hearing opportunities will be comparable to and may utilize existing processes, procedures, and systems currently in place for the state, territory, or tribe's Low Income Home Energy Assistance grant.
- n. The grantee will be responsible for planning and prioritizing funds for households in communities throughout the state with the exception of households within tribal jurisdictions for which OCS has reserved a portion of LIHWAP funds. If the governing organization of any eligible tribal government or organization located within the state declines or is not able to successfully apply for available LIHWAP funds, the state grantee will then be responsible for including eligible households within the tribe's jurisdiction in its outreach and service coverage.
- o. LIHWAP grant funds may not be used by the grantee, or by any other person with which the grantee makes arrangements to carry out the purposes of this grant, for the purchase or improvement of land or the purchase, construction, or permanent improvement of any building or other facility.
- p. The grantee will permit and cooperate with federal investigations undertaken in accordance with the following procedures:
 - i. OCS shall, after adequate notice and an opportunity for a hearing conducted within the affected state, territory, or tribe, withhold funds from any grantee that does not utilize its allotment substantially in accordance with the terms and conditions.
 - ii. OCS shall review and respond in writing in no more than 60 days to matters raised in complaints of a substantial or serious nature that a grantee (or any person with which the grantee makes arrangements to carry out the purposes of the grant) has failed to use funds in accordance with these terms and conditions. Any violation of any one of the terms and conditions that constitutes a disregard of such assurance shall be considered a serious complaint.
 - iii. If OCS determines that there is a pattern of complaints from any state, territory, or tribe during the grant period, OCS shall conduct an investigation of the use of funds received under this award by the grantee in order to ensure compliance with terms and conditions.
 - iv. The HHS Office of the Inspector General (OIG) may conduct an investigation of the use of funds received under this title by a state, territory, or tribe in order to ensure compliance with the provisions of this title.
 - v. In the event of an investigation conducted by OCS, OIG, or another federal entity designated by OCS, the grantee shall make appropriate books, documents, papers, and records available to the Secretary or the Comptroller General of the United States, or any of their duly authorized representatives, for examination, copying, or mechanical reproduction on or off the premises of the appropriate entity upon a reasonable request thereof.
 - vi. In conducting any investigation under the procedures described above, OCS will not request any information not readily available to such state, territory, or tribe, or require that any information be compiled, collected, or transmitted in any new form not already available.

REAL PROPERTY REPORTING

12. Real Property Reports (SF-429s). The SF-429 Real Property forms are not applicable to this program. Purchase, construction, and major renovation are not an allowable activity or expenditure under this grant.

EFFECTIVE PERIOD

13. These program-specific Supplemental Terms and Conditions are effective on the date shown at the bottom of the pages of this document and will remain in effect until updated. They will be updated and reissued only as needed whenever a new program-specific statute, regulation, or other requirement is enacted or whenever any of the applicable existing federal statutes, regulations, policies, procedures, or restrictions are amended, revised, altered, or repealed.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 11/1/2022

SUBJECT: (B8) Resolution No. 22-36 - Establishing Law Enforcement Special Detail Rates

DEPARTMENT: Police Services

GOAL: 1 - Public Safety and 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 22-36 - Establishing Law Enforcement Special Detail Rates.

SUMMARY: To remain competitive with surrounding agency special detail rates, the Port Orange Police Department is proposing an increase to the special detail rates charged to vendors utilizing law enforcement services. The rates were last adjusted in 2020. Since then, the Volusia County Sheriff's Office (VCSO) rates have increased significantly. This rate change would match the rates currently charged by VCSO for special details. The new special detail rate will take effect January 1, 2023, which will allow all current special detail contracts at the current rate to expire. Effective January 1, 2023, the special detail rates will increase from \$48.00 per hour to a rate of \$62.00 per hour, and \$72.00 per hour for holidays.

PRESENTER: William Proctor

ATTACHMENTS:

1.	Reso. No. 22-36 - Special Detail Rates	Reso. No. 22-36 - Special Detail Rates.docx
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William Proctor	Created/Initiated - 10/12/2022
Manuel Marino	Approved - 10/13/2022
John McKinney	Approved - 10/17/2022
Matthew Jones	Approved - 10/21/2022
Wayne Clark	Approved - 10/21/2022
Robin Fenwick	Final Approval - 10/21/2022

RESOLUTION NO. 22-36

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ESTABLISHING THE SPECIAL DETAIL RATES TO BE CHARGED BY THE POLICE DEPARTMENT FOR OFF-DUTY DETAILS FOR LAW ENFORCEMENT SERVICES; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange Police Department contracts with various private organizations and businesses to provide law enforcement officers for extra duty activities such as traffic and pedestrian control, crowd control and to provide routine law enforcement services; and

WHEREAS, the extra duty details are billed to the contracting agency or business at the rate established by City Council; and

WHEREAS, the City staff has reviewed the current special detail rate being charged by surrounding law enforcement agencies; and

WHEREAS, City staff recommend and City Council concurs that an increase in the special detail rate is needed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port Orange, Florida:

SECTION 1. The City Council of the City of Port Orange hereby adopts the special detail rate of \$62.00 per hour and \$72.00 per hour for holidays. Any special detail engagement requires a minimum of three hours. Special detail duties may include traffic and pedestrian control, crowd control and other routine law enforcement services.

SECTION 2. All resolution or parts of resolution in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict. Resolution No. 20-58 is hereby expressly superseded by this Resolution.

SECTION 3. This Resolution shall become effective on January 1, 2023.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed and adopted on the ____ day of November, 2022.

Reviewed and Approved: _____
Matthew J. Jones, City Attorney



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 11/1/2022

SUBJECT: (G11) Harbor Oaks Neighborhood Group request to paint a mural on the Port Orange Main Street Bridge

DEPARTMENT: Community Development

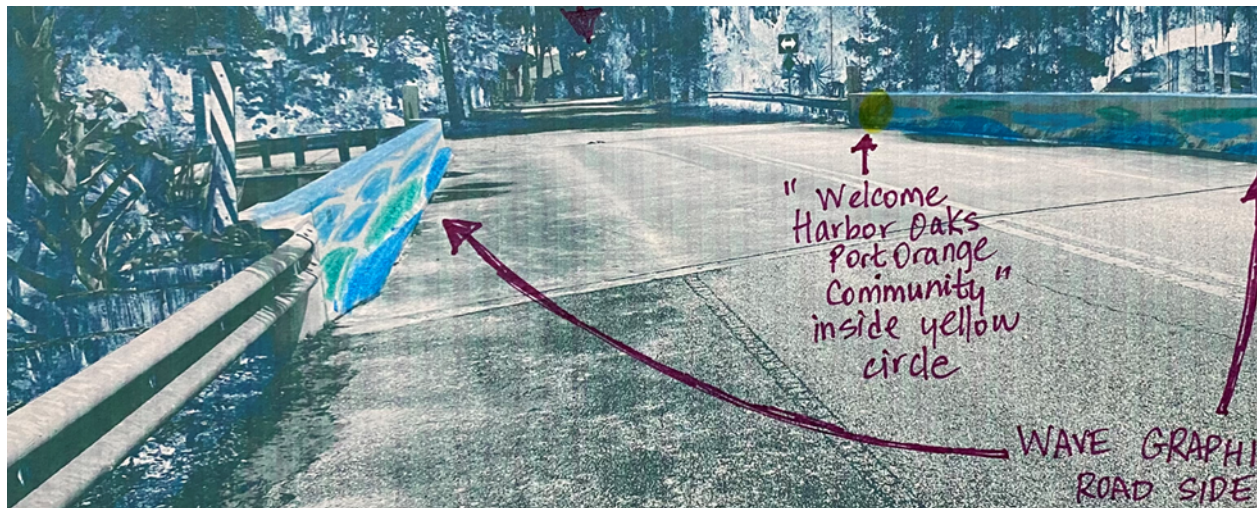
GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the request to paint a mural on the Port Orange Main Street Bridge, subject to the conditions recommended by staff.

SUMMARY: Marias Rodriguez, on behalf of the Harbor Oaks neighborhood group, is requesting City Council approval to allow members of the Harbor Oaks neighborhood group to paint a mural on the Main Street Bridge. If approved, Ms. Rodriguez anticipates work occurring in mid-November 2022. Prior to starting the mural project, the Harbor Oaks Neighborhood group will need to submit a Maintenance of Traffic (MOT) plan to the City for approval to ensure proper traffic maintenance and roadway closure road devices are set up during the anticipated 2-3 day road closure, during daylight only, to allow the residents to paint the mural on the bridge safely. During this time, all other access points into this area from adjacent roadways will remain open for continued traffic and emergency access (Bayshore Dr., Seminole Ave., Cedar St., Oak St., and Riverside Dr.). The Harbor Oaks group has consulted with a local mural artist to ensure the appropriate paint for the application on concrete, exposure to the sun, water, and salt air is used to prevent the mural from fading, chipping, and peeling, and allows for the removal of graffiti or grime. The Harbor Oaks Neighborhood group will be responsible for paying for materials, labor, equipment, and MOT plans and will present the City with the insurance required by the City's Risk Manager (listing the City as an additional insured) if a contractor, vendor, company, organization or the like is used to assist in painting the mural.

According to Ms. Rodriguez, the Harbor Oaks neighborhood group would like to paint a blue/green wave graphic on the roadway sides of the bridge, a "Welcome Harbour Oaks Port Orange Community" at the southeast corner of the bridge, and paint the structural components of the bridge a light blue. Below are the proposed graphics submitted by Ms. Rodriguez for the bridge mural and structural components of the bridge to be painted. If the Council approves this request by the neighborhood group, all participants will need to sign the participant Release, Waiver of Liability, and Indemnity Agreement as prepared by the City Attorney's office in a substantially similar form to the document attached, prior to working on the mural.

Staff recommends that if this item is approved that it is subject to the following conditions: approval of a Maintenance of Traffic (MOT) plan, all participants signing the Release, Waiver of Liability, and Indemnity Agreement prepared by the City Attorney's Office, and providing any insurance required by the City's Risk Manager including listing the City as an additional insured.

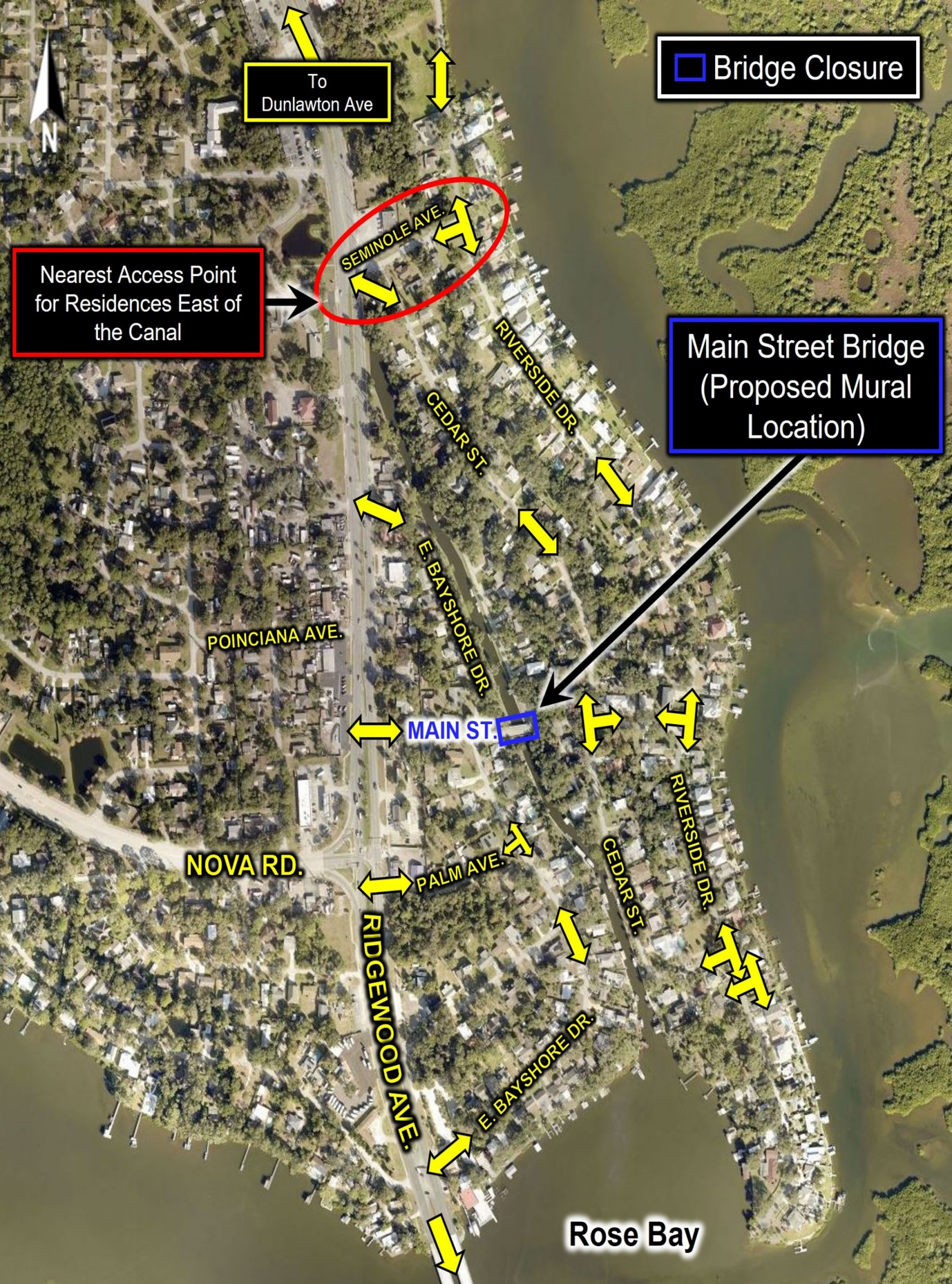


PRESENTER: Tim Burman

ATTACHMENTS:

1.	Harbor Oaks Mural Location & Roadway Access Map	Harbor Oaks Mural Location & Roadway Access Map.jpg
2.	Mural Painting Waiver	Mural Painting Waiver.pdf

Penelope Cruz	Created/Initiated - 10/13/2022
Tim Burman	Approved - 10/17/2022
Marla Callanan	Approved - 10/19/2022
Manuel Marino	Approved - 10/19/2022
Ronny Buttrum	Approved - 10/20/2022
Carly Meek	Approved - 10/20/2022
Wayne Clark	Approved - 10/21/2022
Robin Fenwick	Final Approval - 10/21/2022



To
Dunlawton Ave

Bridge Closure

Nearest Access Point
for Residences East of
the Canal

Main Street Bridge
(Proposed Mural
Location)

Rose Bay



CITY OF PORT ORANGE

COMMUNITY DEVELOPMENT
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE (386) 506-5600

READ COMPLETELY AND CAREFULLY BEFORE SIGNING

CITY OF PORT ORANGE-ADULT PARTICIPANT-MURAL PAINTING RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

ASSUMPTION OF THE RISK, INDEMNITY, RELEASE AND WAIVER OF LIABILITY: I, the undersigned PARTICIPANT_____, understand that there are risks associated with using, occupying and/or enjoying the City Right-of-Way (“ROW”) and/or traveling to or from, preparing for, and/or participating in mural painting of the Port Orange Main Street Bridge over water and next to a roadway (“Activity”) taking place in and/or near the ROW. I understand that this Activity is actually organized, directed, controlled and presented solely by the residents of Harbor Oaks. I understand that this Activity is **not** for or on behalf of the City of Port Orange, its officers, employees, representatives, volunteers, successors, assigns, and agents (“Released Parties”) and not something the Released Parties would have undertaken or have undertaken. I understand that this Activity is something that the other participants and I are doing on our own accord and purely and solely for the benefit of the Harbor Oaks neighborhood. I also understand that the Released Parties are not liable to any participant of this event (including me) for any reason whatsoever.

I recognize that the Activity has inherent risks and that inherent risks mean those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the Activity and which are not eliminated even if the activity provider acts with due care and includes failure by the provider to warn me of an inherent risk or the risk that I or another participant (or participants) in the Activity may act in a negligent or intentional manner and contribute to the injury or death of me and/or loss (including theft) or damage to my property. As consideration for and as a condition of being allowed to participate and/or use, occupy or enjoy the ROW, I agree to take full responsibility for any and all risks that exist, whether open and obvious or otherwise, including the risk of death or injury or loss or damage to my property. I understand that there may be risks that the Released Parties and/or the activity provider

cannot predict or foresee, and I also assume full responsibility for those risks. I understand and am willing to assume any and all known and unknown risks on behalf of myself and my heirs, assigns, personal representatives and next of kin

As additional consideration for and as a condition of being allowed to participate and/or use, occupy or enjoy the ROW I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, agree to release, waive, indemnify, and hold harmless, the Released Parties, from and against any and all liability, claims, actions, damages, costs, expenses, fees, attorney's fees and costs, interest, fines, penalties, damages, injuries (including death) and/or losses to person or property which I may sustain as a result of, arising out of, or in any way connected with traveling to or from, awaiting, or participating in the above described Activity and/or connected in any way to the use, occupation, and/or enjoyment of the ROW, whether suffered before, during or after the Activity. Further, I, for and on behalf of my heirs or representatives, forever release waive, discharge and covenant not to sue the Released Parties for any damage, loss, injury or death caused by their negligence, action or inaction, or other acts or omissions. Additionally, nothing contained in this Agreement shall be construed as a waiver of any immunity from or limitation of liability the Released Parties may have under the doctrine of sovereign immunity or Section 768.28 Florida Statutes.

ROW INSPECTION: As further consideration, I hereby agree to inspect and immediately advise the activity provider and other participants of any unsafe condition that I observe. I will refuse to participate in the Activity and/or use, occupy or enjoy the ROW until all unsafe conditions observed by me have been remedied.

RELEASED PARTIES' RESERVATION OF RIGHTS FOR MURAL PAINTING: The Released Parties have the absolute right, but not the obligation, to change, modify, destroy, remove, move, replace, repair, or restore the mural in part or in whole, in the Released Parties' sole discretion at any time without notice. I understand and agree that the Released Parties shall not be responsible for reimbursement, payments, or any other remuneration of any kind whatsoever.

GOVERNING LAW: I acknowledge and agree that this document shall be governed by the laws of the State of Florida, and any legal action relating to or arising out of this Agreement will be commenced in Volusia County, Florida.

BROAD APPLICATION/SEVERABILITY: I expressly agree this Agreement is intended to be as broad and inclusive as is permitted by the laws of Florida and that if any portion thereof is held invalid or unenforceable, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

CERTIFICATION: By signing below, I certify that I am over 18 years of age and have carefully read this document, understand its contents and am fully informed about the subject and related circumstances. I sign it knowingly, freely and voluntarily and I agree to abide the terms.

WITNESSES

Signature

Print Name

Signature

Print name

PARTICIPANT

Signature

Print name

Date:_____