

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • OCTOBER 8, 2019

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448



City Commission Chamber
City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. **CALL TO ORDER**
 - a. Roll Call
 - b. Invocation
 - c. Pledge of Allegiance
2. **POSITIVITY AWARD - NONE**
3. **PUBLIC COMMENTS**
4. **APPROVAL OF MINUTES - NONE**
5. **CONSENT AGENDA - ITEMS (1 - 9)**

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items. Is there anyone in the audience who wishes to speak on any item on the Consent Agenda?

1. Resolution -2019-R-62 A Resolution of the City of Holly Hill Recognizing Florida City Government Week, October 21 - 27, 2019, and Encouraging All Citizens to Support the Celebration and Corresponding Activities.
(Requested by Valerie Manning, City Clerk)
2. Resolution -2019-R-63 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Price Agreements for the Purchase of the Fiscal Year 2019-2020 Supply of Water Treatment Chemicals for the Public Works Department and Authorize the City Manager to Execute Any Necessary Price Agreements; and Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)
3. Resolution -2019-R-64 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Professional Services to Facilitate the Replacement of the WWTP Sludge Holding Tank Walkway Not to Exceed \$27,722.00, and Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)
4. Resolution -2019-R-65 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Professional Services for the Project Updating of Public Works Department Standard Construction Details Not to Exceed \$13,870.00; Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)

5. Resolution -2019-R-66 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into a Three (3) Year Contract with the Option of Two (2) One Year Renewals with H & H Liquid Sludge Disposal, Inc., to Provide Sludge Removal, Hauling and Disposal Services; Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)
6. Resolution -2019-R-67 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Professional Services for the Project Lift Station #9 Rehabilitation Not to Exceed \$45,496.00; Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)
7. Resolution -2019-R-68 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Professional Services for the Project Lift Station #10 Rehabilitation Not to Exceed \$33,160.00; Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)
8. Approval Purchase of Spare Lift Station Pumps
(Requested by Antoine Khoury, Public Works)
9. Fully Insured Group Insurance and Ancillary Lines of Coverage 2020
(Requested by Valerie Manning, City Clerk)

6. REGULAR AGENDA

1. Resolution -2019-R-69 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Piggy-Back Lake County Contract #16-0214 with Leesburg Concrete Company, Inc., to Provide and Install Pre-Cast Restrooms at Ross Point Park; Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)

7. PUBLIC HEARINGS

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant and supporters will be heard first. Those in opposition to the request will be heard next. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that speakers keep their comments brief and try to limit these comments to information not previously discussed. Speakers should state their name and address clearly for the record. The City Clerk's office is required to retain any documents, photographs, drawings, etc. that are shown to the City Commissioners in support of a position. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

1. Ordinance -2019-O-3022 SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit "A" from MPUD (Mixed-Use Planned Unit Development) to MPUD (Mixed-Use Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Brian Walker, City Planner)

8. COMMUNICATIONS

- A. City Manager & Staff Comments
- B. City Attorney Comments
- C. City Commission Comments
- D. Mayor's Comments

9. ADJOURNMENT

Website Address – www.hollyhillfl.org (City Clerk)

NOTICE – If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and, for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not prepare or provide such a record.



For special accommodations, please notify the City Clerk's Office at least 72 hours in advance. (386) 248-9441



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Commission proceedings should contact the City Clerk's Office no later than three (3) days prior to the proceedings.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

5.1

**City Commission
Resolution**

MEETING DATE: October 8, 2019
FROM: Valerie Manning
SUBJECT: A Resolution of the City of Holly Hill Recognizing Florida City Government Week, October 21 - 27, 2019, and Encouraging All Citizens to Support the Celebration and Corresponding Activities.
NUMBER: 2019-R-62
APPLICANT:
PLANNER:

DISCUSSION:

On October 21-27, 2019, Florida's cities will join in celebrating Florida City Government Week. This year, Holly Hill will be celebrating "Government Day" with the students from United Brethren in Christ (UBIC) Academy and HHK-8 students.

When our "Government Day" is over, the City Clerk will share photos and a summary of the activities taken place with the Florida League of Cities and the information will be included in the *Quality Cities* magazine, which will be shared with the HHK-8 participants and UBIC Academy.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve Resolution as submitted by staff.

COMMISSION GOAL:

N/A

MOTION:

APPROVE RECOGNIZING FLORIDA CITY GOVERNMENT WEEK, OCTOBER 21 - 27, 2019, AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

Resolution No. 2019-62**A RESOLUTION OF THE CITY OF HOLLY HILL RECOGNIZING FLORIDA CITY GOVERNMENT WEEK, OCTOBER 21 - 27, 2019, AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.**

A RESOLUTION OF THE CITY OF HOLLY HILL RECOGNIZING FLORIDA CITY GOVERNMENT WEEK, OCTOBER 21 - 27, 2019, AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

WHEREAS, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and

WHEREAS, Florida City Government Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of activities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City of Holly Hill encourages all citizens, city government officials and employees to participate in events that recognize and celebrate Florida City Government Week.

SECTION 2. That the City of Holly Hill encourages educational partnerships between city government and schools, as well as civic groups and others organizations.

SECTION 3. That the City of Holly Hill supports and encourages all Florida city governments to actively promote and sponsor Florida City Government Week.

APPROVED AND AUTHENTICATED on this 8th day of OCTOBER, 2019.



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

5.2

MEETING DATE: October 8, 2019
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Price Agreements for the Purchase of the Fiscal Year 2019-2020 Supply of Water Treatment Chemicals for the Public Works Department and Authorize the City Manager to Execute Any Necessary Price Agreements; and Providing for Severability; and Providing for an Effective Date.
NUMBER: 2019-R-63
APPLICANT:
PLANNER:

DISCUSSION:

The City's Public Works Department utilizes various chemicals for the treatment of water and purchases the chemicals through various procurement methods.

Piggyback Agreements

The City of Stuart, FL holds an agreement with a vendor to provide their annual supply of ammonia. This vendor has offered to provide this product to Holly Hill under the same competitively bid price agreement, Bid #2019-100, they have with the City of Stuart. The City of Winter Haven is another entity that holds an agreement with a vendor to provide their annual supply of hydrofluorosilicic Acid (Fluoride) 23% who has offered to provide this chemical to Holly Hill under their same agreement, Bid #ITB-18-54, they have with the City of Winter Haven. These chemicals are recommended to be purchased under agreements as follows:

Chemical	Vendor	Price
Liquid Anhydrous Ammonia	Tanner Industries, Inc.	\$0.77/pound
Hydrofluorosilicic Acid	Hawkins, Inc.	\$3.10/gallon

Sole Source Suppliers

In some cases, standardization is in the best interest of the City due to additional costs for product testing, product storage, availability or other factors. This is the case with Aqua Gold, a blended phosphate product utilized in the water treatment plant. Therefore, the following chemical is recommended as sole source pricing agreements:

Chemical	Vendor	Price
----------	--------	-------

Aqua Gold

Dave Symonds & Associates Inc.

\$692/drum

Current City of Holly Hill Purchasing Manual**Policy 2.39 Other Government Entities' Contracts.**

The City may utilize (piggy-back) any other government entity's open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, GSA Contracts. When another entity's contracts is to be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

SECTION F - SOLE SOURCE AND STANDARDIZATION***PROCUREMENT POLICY 2.25 EXEMPTION FROM******BIDDING PROCEDURE***

Sole source or Standardization procurement is exempt from bidding procedures. The using department must submit to the Finance Department in writing for his/her approval the attempts made, or the data collected to substantiate declaring a product or service "sole source". The City Commission must approve the award of the contract if the dollar amount exceeds \$25,000.

SOLE SOURCE

The following criteria must be met in order to satisfy the sole source or proprietary source requirement:

- It is the only item that will produce the desired results (or fulfill the specific need)
...or
- The item is available from only one source of supply ... or
- The item is available from more than one vendor but due to extreme circumstances, only one vendor is suited to provide the goods or services.

Sole source and proprietary source purchases are exempt from competitive requirements.

However, all sole source requisitions exceeding \$10,000 in value will be electronically advertised for a period of at least 5 business days. The steps to follow for sole source and proprietary source purchases are as follows:

- a. The User Department/Department and the Finance Department shall attempt to locate competition. Staff will also check for piggyback contracts. If no other sources are found, the User Department/Department shall submit to the Finance Department a completed sole source/proprietary source form, indicating the requisition number.
- b. A sole source or proprietary source form shall be used to justify and document the requirement. The form shall state why only one source can produce the desired results (or fulfill the specific need).
- c. The Finance Department will electronically post on the City website a description of all requisitions meeting the requirements for competitive pricing per Florida Statute for a period of at least seven (7) business days after the receipt of a completed sole source form from the department.
- d. The Finance Director shall review and approve or disapprove, in writing; sole source/proprietary source designation.
- e. The User Department/Department shall be notified of disapproved requests and the purchase shall be made in accordance with standard procedures.
- f. When the Finance Director approves a sole or proprietary source, staff shall conduct negotiations on price, delivery, and terms. The price must be determined fair and reasonable.
- g. The Finance Department shall keep a log of sole/proprietary source purchases, which includes the vendor name, the amount, item description, justification, and the purchase order number.
- h. For those instance that services are needed involving multiple years (i.e. maintenance of equipment, warranty, etc.) the request must be combined to capture the project, as a whole, and the proper approval must be obtained.

STANDARDIZATION

Standardization is the process of examining characteristics and needs for items of similar end usage and developing a single specification that will satisfy the need for most or all purchases for that purpose. Proprietary purchases (usually components) maintain a degree of continuity to the original or existing decor, equipment, or programs.

Where standardization is determined to be desirable by the City, the purchase of materials, supplies and equipment and certain contractual services may be made by negotiation. Compatibility to existing equipment will be an acceptable justification for waiver of bidding procedures provided the item meets

the other criteria within the definition of sole source item (i.e.; available from only one source and only item that will produce the desired results).

FISCAL ANALYSIS:

The expenditures related to the purchase of chemicals are fully budgeted in the utilities budget covering the water division. The actual amount of expenditures for the above chemicals will vary with use throughout the year as required by the treatment process. Funds are budgeted through the respective operating supplies account for the water division.

STAFF RECOMMENDATION:

Approve price agreements for the purchase of Fiscal Year 2019-2020 supply of water treatment chemicals for the Public Works Department and authorize City Manager to execute necessary price agreements.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2019-2020 SUPPLY OF WATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS.

ATTACHMENTS:

- City of Stuart ITB 2019-100(PDF)
- City of Winter Haven Bid #ITB-18-54 (PDF)
- Symonds and Assoc sole source letter (PDF)

Resolution No. 2019-63

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2019-2020 SUPPLY OF WATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2019-2020 SUPPLY OF WATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is in need of chemicals for water treatment;
and

WHEREAS, the City has secured pricing agreements utilizing various procurement methods permitted under the City's purchasing guidelines; and

WHEREAS, By section 30-71 of the Holly Hill Code of Ordinances; "Where there is a single source, where standardization is determined to be in the best interest of the city, or where solicitation of bids is otherwise deemed to be inappropriate, the purchase of supplies, equipment and contractual services may be made by negotiation without regard to the cost. Negotiated contracts with a cost in excess of \$25,000.00 must be approved by the City Commission prior to execution by the city"; and

WHEREAS, the City Commission approves the price agreements for the purchase of Fiscal Year 2019-20 supply of water treatment chemicals for the Public Works Department.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission does hereby approve price agreements for the purchase of the Fiscal Year 2020 supply of water treatment chemicals for the Public Works Department and authorizes City Manager to execute any necessary price agreements.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of OCTOBER, 2019.



M E M O R A N D U M

To: David Dyess, Interim City Manager
From: Alaina Knofla, Procurement Specialist
Date: July 18, 2019
Subject: Renewal of ITB #2019-100: Chemicals for the WTP/WRF

The initial year of ITB #2019-100: Contract for Chemicals for the WTP/WRF expires September 30, 2019. This agreement has provisions for two (2) one (1) year renewal options; this would represent the first renewal. The vendors listed below have agreed to the renewal under the original terms, conditions, pricing and specifications. Thereby the Public Works Director Dave Peters recommends approval of the first-year renewal.

Item	Vendor	Chemical	Amount
1	Allied Universal Corporation	Sodium Hypochlorite	\$62,280.00
	Odyssey Manufacturing Company	Sodium Hypochlorite as the secondary vendor	\$66,000.00
2	Tanner Industries, Inc.	Anhydrous Ammonia	\$14,052.50
3	Carus Corporation	Sodium Hexametphosphate	\$19,190.00
4	Hawkins, Inc.	Hydrofluorosilicic acid	\$ 8,070.00
5	Hawkins, Inc.	Hydrochloric Acid	\$ 2,706.00
6	Hawkins, Inc.	Anionic Dry Polymer	\$ 6,110.00
7	Hawkins, Inc.	Cationic Liquid Polymer	\$18,218.20
Overall Total			\$130,626.70

If approved, this renewal will be effective for the period October 1, 2019 and ending September 30, 2020. If you have any questions, or if I might be of further assistance please contact me at ext. 5320 or contact me by email at purchasing@ci.stuart.fl.us.

- ☒ Approve renewal of ITB #2019-100: Chemicals for the WTP/WRF
☐ Recommended this ITB not be renewed


David Dyess, City Manager

7-25-19
Date





City of Stuart

Procurement & Contracting Division
121 SW Flagler Ave. Stuart FL 34994
Phone: 772.288.5320

June 20, 2019

Tanner Industries, Inc.
Attn: Mr. Greg W. Tanner, VP
735 Davisville Road
Southampton, PA 18966

Subject: Renewal for ITB# 2019-100, Chemicals for the Water Treatment Plant and Water Reclamation Facility

Dear Mr. Tanner,

This is official notification to your firm that the City of Stuart wishes to extend your current contract for the above mentioned subject, for the period beginning October 1, 2019 and ending on September 30, 2020, which represents the first year of two (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract.

Please complete the bottom portion of this letter if your firm will agree to the requested renewal. Your response must be received no later than 4:00 p.m., July 3, 2019. You may fax your response to (772) 600-1202 or send by email to purchasing@ci.stuart.fl.us. Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5320, if you should have any questions.

Best Regards,

Alaina Knofla
Alaina Knofla

Procurement Specialist

cc: File

☒ I hereby attest, by signature, to Florida Statutes (F.S.) 287.135-Scrutinized Companies that Boycott Israel list, F.S. 215.4725-Engaging in commerce with Cuba or Syria, and F.S. 215.473-Scrutinized Companies with activities in the Iran Petroleum Energy Sector List; and agree to the contract renewal as specified of the subject Agreement.

☐ I am unable to agree to the contract renewal as specified of the subject Agreement

[Signature]
(Signature)

6/28/19
Date

Matt Tanner
Printed Name

Sales Administrator
Title

Attachment: City of Stuart ITB 2019-100 (2019-R-63 : Annual Renewal FY19-20 Water Treatment Chemicals)



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement and Contracting Services Division

Lenora Darden, CPPB
Procurement Manager
purchasing@ci.stuart.fl.us

Telephone (772) 288-5320
Fax: (772) 600-0134

August 30, 2018

Via: Email transmission, sales@tannerind.com

Tanner Industries, Inc.
Attn: Mr. Greg W. Tanner, VP
735 Davisville Road
Southampton, PA 18966

Subject: Notice of Award
ITB No. 2019-100, Chemicals for the Water Treatment Plant (WTP) and Water Reclamation Facility (WRF)

Dear Mr. Tanner:

The Stuart City Manager awarded ITB No. 2019-100, Chemicals for the WTP/WRF, to your firm on August 28, 2018, for Anhydrous Ammonia, at the unit price of \$0.77 per pound for the estimated annual amount of \$14,052.50. Please consider this your formal notice of award. The City of Stuart requests that you provide all necessary insurance requirements by September 10, 2018 as listed below:

A "Certificate of Insurance" which reflects all types and levels of coverage as noted in the Request for Proposal. The insurance certificate must also have printed in the "Remarks" box, words to the effect: **"The City of Stuart is an additional insured"**. The City requests that the insurance certificate lists the **project number and the project name**, ITB No. 2019-100 Chemicals for the WTP/WRF.

Orders from the City of Stuart will be placed throughout the contract period through the issuance of a Blanket Purchase Order to 1002 Palm Beach Rd, Stuart, FL 34994, which will serve as your contract and notice to proceed. All services shall be coordinated with the City Project Manager, Mike Woodside, Team Leader II, at 772-288-5343 ext. 5444.

The initial contract period will be for one year, effective October 1, 2018 through September 30, 2019, with two one-year renewal options. The City reserves the right to exercise the option to renew annually, if mutually agreed upon in writing by both parties subject to the same terms and conditions of the original agreement. Annual renewals shall be subject to the appropriation of funds, vendor's satisfactory performance and determination that the contract renewal is in the best interest of the City.

The City of Stuart looks forward to a mutually beneficial business relationship. If you have any questions, please feel free to contact me by email at purchasing@ci.stuart.fl.us or call me at (772) 288-5320.

Sincerely yours,

Lenora Darden
Procurement Manager

ec: Dave Peters, Public Works Director
Mike Woodside, Team Leader II
2019-100 ITB File

Attachment: City of Stuart ITB 2019-100 (2019-R-63 : Annual Renewal FY19-20 Water Treatment Chemicals)



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement & Contracting Services Division

Lenora Darden, CPPB
Procurement Manager
ldarden@ci.stuart.fl.us

Telephone (772) 288-5308
Fax: (772) 600-0134
www.cityofstuart.us

MEMORANDUM

To: David Dyess, Interim City Manager
From: Lenora Darden, Procurement Manager
Date: August 21, 2018
Subject: Award of ITB #2019-100: Chemicals for the WTP/WRF

Attached are the bid tabulation and the department/purchasing recommendation for the above referenced project. In accordance with the City of Stuart Code of Ordinances, you have authority to award solicitations where the funds for the project have been appropriated by the City Commission through the annual budgeting process and where the vendor was selected in accordance with the City Procurement Ordinance.

The subject bid was legally advertised in the Palm Beach Post and the Stuart News on July 20, 2018. The Procurement Office sent complete bid packages to seventeen (17) suggested vendors. This solicitation was disseminated by DemandStar on-line, who notified Two hundred and Sixty-one (261) interested vendors. Out of Thirty (30) planholders, seven (7) bids were received by 2:30 pm on the ITB opening date of August 8, 2018.

Fort Bend has been deemed non-responsive for failure to include their bid prices on the bid schedule. Therefore their signature does not attest to their pricing as submitted. Staff has checked references, reviewed the technical specifications for compliance, and thereby recommends award to the following firms:

Item	Vendor	Chemical	Amount
1	Allied Universal Corporation	Sodium Hypochlorite	\$62,280.00
	Odyssey Manufacturing Company	Sodium Hypochlorite as the secondary vendor	\$66,000.00
2	Tanner Industries, Inc.	Anhydrous Ammonia	\$14,052.50
3	Carus Corporation	Sodium Hexametphosphate	\$19,190.00
4	Hawkins, Inc.	Hydrofluorosilicic acid	\$ 8,070.00
5	Hawkins, Inc.	Hydrochloric Acid	\$ 2,706.00
6	Hawkins, Inc.	Anionic Dry Polymer	\$ 6,110.00
7	Hawkins, Inc.	Cationic Liquid Polymer	\$18,218.20
Overall Total			\$130,626.70

Please review the attached documentation and signify below your determination of award, request for further information or recommended rejection of all bids.

DATE (MM/DD/YYYY)
9/4/2018

CERTIFICATE OF LIABILITY INSURANCE

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 Commercial Lines - (610) 205-6120 USI Insurance Services National, Inc. 1018 W. 9th Avenue, Suite 100 King of Prussia, PA 19406	CONTACT NAME: Patricia King PHONE (A/C, No, Ext): 484.754.1505 E-MAIL ADDRESS: patricia.king@usi.com FAX (A/C, No): 610-537-2230																					
INSURED Tanner Industries, Inc. 735 Davisville Road Third Floor Southampton PA 18966-3200	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Nautilus Insurance Company</td><td>17370</td></tr><tr><td>INSURER B:</td><td>Starr Indemnity and Liability Company</td><td>38318</td></tr><tr><td>INSURER C:</td><td>Aspen Specialty Insurance Co</td><td>10717</td></tr><tr><td>INSURER D:</td><td>Philadelphia Indemnity Insurance Company</td><td>18058</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Nautilus Insurance Company	17370	INSURER B:	Starr Indemnity and Liability Company	38318	INSURER C:	Aspen Specialty Insurance Co	10717	INSURER D:	Philadelphia Indemnity Insurance Company	18058	INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Nautilus Insurance Company	17370																				
INSURER B:	Starr Indemnity and Liability Company	38318																				
INSURER C:	Aspen Specialty Insurance Co	10717																				
INSURER D:	Philadelphia Indemnity Insurance Company	18058																				
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: 13395788

REVISION NUMBER: See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☒ OTHER: Retroactive Date is 5/15/1986	X	X	GLP2011827-15	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 1,000,00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,00 MED EXP (Any one person) \$ 10,00 PERSONAL & ADV INJURY \$ 1,000,00 GENERAL AGGREGATE \$ 2,000,00 PRODUCTS - COMP/OP AGG \$ 2,000,00
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	SISIPCA08332618	06/01/2018	06/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	X	X	EXACJ4J18	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 16,000,00 AGGREGATE \$ 16,000,00
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	X N/A	100 0001758	06/01/2018	06/01/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,00 E.L. DISEASE - POLICY LIMIT \$ 1,000,00
D	Pollution Coverage			PHPK1829459	06/01/2018	06/01/2021	\$15,000,000 Each Incident \$15,000,000 Aggregate

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

Project: ITB No. 2019-100 Chemicals for the WTP/WRF.

City of Stuart is listed as Additional Insured for General Liability where required by written contract.
General Liability coverage includes Waiver of Transfer of Rights of Recovery where required by written contract.
General Liability coverage is Primary and Noncontributory Insurance where required by written contract.
City of Stuart is listed as Additional Insured for Auto Liability where required by written contract.
Auto coverage includes Waiver of Transfer of Rights where required by written contract.

CERTIFICATE HOLDER

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

(This certificate replaces certificate# 13395543 issued on 9/4/2018)

Packet Pg. 18

Attachment: City of Stuart ITB 2019-100 (2019-R-63 : Annual Renewal FY19-20 Water Treatment Chemicals)



City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994
Department of Financial Services

Lenora Darden
Procurement Manager

Procurement & Contracting Services Division
772.288.5320 PHONE

772.600.0134 FAX
purchasing@ci.stuart.fl.us

INVITATION TO BID

FOR: CHEMICALS FOR THE WATER TREATMENT PLANT/WATER
RECLAMATION FACILITY

DATE: July 20, 2018

DEPT: Public Works

BID NUMBER: 2019-100

THIS IS NOT AN ORDER

Bids will be opened and publicly read aloud at City Hall, 121 S.W. Flagler Ave., Stuart, FL at **2:30 pm on Wednesday, the 8th day of August, 2018.** Bids must be SUBMITTED ON THE desired.

Please attach this completed form as the top sheet for all bids submitted. Bid bonds, if required, may be in the form of a Surety Bond, Cashier's Check or Certified Check (checks payable to The City of Stuart).

Bidder's Name	<u>Matt Tanner</u>
Company Name	<u>Tanner Industries, Inc.</u>
Street Address	<u>735 Davisville Rd.</u>
City, State, Zip	<u>Southampton, PA 18966</u>
Total Amount of Bid	<u>\$14,052.50</u>

It is the intent and purpose of the City of Stuart that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Procurement Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Procurement Division not later than seven (7) days prior to the bid opening date.

Hand Deliver Mail/Express Bids to:
Stuart City Hall
Procurement & Contracting Services Office
121 S.W. Flagler Avenue
Stuart, Florida 34994

A1 INSTRUCTIONS TO BIDDER

- A1.1 Each bidder shall furnish the information required on the bid schedule and each accompanying sheet thereof on which he makes an entry. Offers submitted on any other format are subject to disqualification.
- A1.2 **All bids must be submitted in a sealed envelope plainly marked on the outside with the invitation to bid number, date and time of opening.**
- A1.3 **All Bids Must Be Submitted in Triplicate. This includes specifically the bid cover page, the bid signature section (A2), any section on which annotations are required or exceptions are taken, the bid schedule (F), and any supporting documentation or literature being submitted with your bid.**
- A1.4 It is the bidder's responsibility to assure that Bids are received in the City of Stuart Procurement & Contracting Services Office, 121 SW Flagler Avenue, Stuart, Florida 34994, not later than **2:30 p.m., on the day and date shown above**. Any received after this date and time will not be accepted or considered, and will be retained unopened to the bidder. No telegraphic or facsimile offers will be considered.
- A1.5 Bids will be publicly opened and read aloud at the designated location at City Hall on the above appointed date at 2:30 p.m. or as soon as possible thereafter.
- A1.6 Bids may not be withdrawn for a period of 30 days after the public opening date.
- A1.7 Bidder's attention is specifically called to the terms and conditions of this solicitation.
- A1.8 Please check your prices before submitting your bid, as no change in prices will be allowed after the opening. All prices and notations must be in ink or typewritten. Be sure your bid is signed.
- A1.9 All items quoted must be in compliance with the specifications. Alternate bids will not be considered unless they are specifically called for in this solicitation.
- A1.10 Any actual or prospective bidder who protests the reasonableness, necessity or competitiveness of the terms and/or conditions of the invitation to bid, selection or award recommendation shall file such protest in writing to the Stuart City Manager with a copy to the City Procurement & Contracting Services Manager.
- A1.11 Questions relative to interpretation of specifications or the solicitation process shall be addressed to the Procurement Division at purchasing@ci.stuart.fl.us, in writing, in ample time before the period set for the receipt of bids. Any interpretations, clarifications or changes made will be in the form of written addenda issued by the Procurement Office. Oral answers will not be authoritative.
- A1.12 Bidders must register with DemandStar in order to receive all required documents and notification of addenda. Register for FREE at <http://www.onvia.com/demandstar-subscriptions>, "FREE AGENCY".

A2 BID SIGNATURE SECTION

- A2.1 This sheet must be signed by a person authorized to sign for your firm and returned with your bid. Failure to comply will result in disqualification of submittal.
- A2.2 Delivery shall be a factor in award. Failure to perform within delivery deadline(s) set forth in the specifications or any other contract document shall constitute default.
- A2.3 Section Not Used
- A2.4 The City reserves the right to reject any or all bids, without recourse, to waive technicalities or to accept the bid which in its sole judgment best serves the interest of the City. Cost of submittal of this bid is considered an operational cost of the bidder and shall not be passed on to or be borne by the City.
- A2.5 Goods, services, supplies or equipment covered in the specifications shall be delivered F.O.B. Destination.
- A2.6 The City may accept any item or group of items on any bid unless the offeror qualifies his bid by specific limitations.
- A2.7 Bidders are requested not to contact the City Commission, requesting/evaluating Departments or Divisions from the time of the issuance of the solicitation or advertisement until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier. Any questions from bidders or evaluating Departments or Divisions will be answered through the Procurement Division.
- A2.8 If not bidding any or all items, please so state on Attachment E.
- A2.9 Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.
- A2.10 **Failure to comply with these instructions may result in disqualification of your bid.**

Tanner Industries, Inc.

Firm Name

8/6/18

Date

sales@tannerind.com

Email Address

Authorized Signature
(Manual)(215) 322-1238

Telephone Number

Matt Tanner / Sales Administrator

Name/Title (Please Print)

(215) 322-7791

Facsimile Number

Any questions regarding this Invitation to Bid should be addressed to the Procurement & Contracting Services Office, City of Stuart, Florida. Contact Purchasing: Email: purchasing@ci.stuart.fl.us, and Fax # (772) 600-0134.

B. GENERAL PROVISIONS

- B1. **Payment/Invoicing:** No payment will be made for materials ordered without proper purchase order authorization. Payment cannot be made until materials, goods or services have been received and accepted by the City in the quality and quantity ordered. Payment will be accomplished by submission of invoice, in duplicate, with Purchase Order Number referenced thereon and mailed to: Financial Services Department, 121 S.W. Flagler Avenue, Stuart, FL 34994. Payment in advance of receipt of goods or services by the City of Stuart cannot be made.
- B2. **Purchasing Card Program:**
- A. Preferred method of payment is by means of the City of Stuart Purchasing Card (VISA). The selected Bidder(s) can take advantage of this program and in consideration receive payment within ten (10) days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI).
 - B. Bidders are requested to acknowledge acceptance of purchasing VISA card on the Bid Schedule. In the event of failure on the part of the Bidder to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI.
 - C. The City of Stuart offers bidders who commit to accepting the Purchasing Card as payment, a one percent (1%) reduction in their bid price for evaluation purposes only. When evaluating prices submitted by bidders in response to this solicitation, the total offered price of a bidder committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other bidders' offered price. If the committed bidder is awarded the contract, the award will be at the original bid price. City shall not pay any service charges or fees for Pcard transactions.
- B3. **Fund Availability:** Any contract resulting from this solicitation is deemed effective only to the extent of appropriations available.
- B4. **Permits/Licenses/Fees:** Any permits, licenses or fees required will be the responsibility of the successful bidder, no separate payment will be made. Adherence to all applicable code regulations (Federal, State, County, City), are the responsibility of the successful bidder. Confined space permit may be required from the City of Stuart. Please see Section B23. **Safety Standards.**
- B5. **Taxes:** The City of Stuart does not pay Federal excise or State sales taxes. Our tax exemption number is 85-8012740159C-6.
- B6. **Warranty:** The bidder shall state the warranty offered against defective workmanship and material, if required, as specified in Section C-Special Provisions.
- B7. **Independent Pricing:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other offeror or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena.
- B. Unless otherwise required by law, the prices, which have been quoted in this bid, have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any offeror or to any competitor.
- C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or to not submit a bid for the purpose of restricting competition, or in any other way influencing the competitive arena.

B8. **Inspection/Acceptance Title:** Inspection and acceptance will be at the City of Stuart's ordering department/division unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the vendor until accepted by the using department of the City, unless loss or damage results from negligence by the City or it's using Department.

B9. **Changes:** the City of Stuart reserves the right to order, in writing, changes in the work within the scope of the contract such as change in quantity or delivery schedule. The contractor has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the contractor.

Please see attached exception
 B10. **Liability:** The vendor shall act as an independent contractor and not as an employee of the City of Stuart. The successful bidder is required to indemnify, defend, and hold and save harmless the City, its officers, agents, and employees, from damages arising from the vendor's performance of, or failure to perform, any task or duty required to be performed by the vendor.

B11. **Conflict of Interest:** All offerors must disclose with their offer the name of any officer, director, or agent who is also an officer or employee of the City of Stuart. Further, all bidders must disclose the name of any City officer or employee who owns, directly or indirectly an interest of ten percent (10%) or more of the bidder's firm or any of its branches.

B12. **Termination for Convenience:** The City of Stuart reserves the right to terminate the Agreement in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination notice from the City, the vendor shall only provide those services specifically approved or directed by the City. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the City of Stuart shall continue to be responsible to the vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the vendor.

Upon termination, vendor shall bill the City of Stuart for all amounts not previously billed and due the vendor at that time. The vendor shall not be entitled to a professional fee nor to expenses for any work commenced or expenses incurred after the vendor received the notice of termination, unless specifically approved or requested by the City. The vendor shall however, be entitled to payment for services commenced and approved by the City prior to the receipt of notice, or with the express written consent of the City, prior to the effective date of termination.

- B13. **Termination for Default:** The performance of the Agreement may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the contractor has failed to meet performance requirement(s) of the Agreement.
- B14. **Venue:** Any contractual arrangement between the City of Stuart and the vendor shall be consistent with, and be governed by, the ordinances of Martin County, the City of Stuart, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Martin County, Florida.
- B15. **Contract Modifications:** In addition to changes made under the changes clause, any contract resulting from this solicitation may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the City of Stuart.
- B16. **The Contract:** Notice of award by the City of Stuart will constitute acceptance of the Bid. This bid package, including all terms, conditions and specifications, signed by the successful bidder along with the documentation included in the bidders submittal as required by this Invitation to Bid and other additional materials submitted by the bidder and accepted by the City shall constitute the contract. After notice of award, a valid certificate of insurance shall be issued to the City within 10 days. A purchase order will serve as the contract with an effective date of October 1, 2018.
- B17. **Force Majeure:** Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without the fault or negligence of the party. The delivery schedule, if applicable, shall be extended by a period of time equal to the time lost due to such delay.
- B18. **Proposal as Public Domain:** All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. The bid will become part of the public domain upon opening. **Vendors shall not submit pages marked "proprietary" or otherwise restricted"**

- B19. **Equal Opportunity:** The City of Stuart recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. The City requests minority and women owned business enterprises submit evidence of certification with submittals.
- B20. **Assignment & Subcontracting:** The successful bidder will not be permitted to assign its contract with the City, or to subcontract any of the work requirements to be performed without obtaining prior written approval of the City of Stuart.
- B21. **Insurance:** The contractor shall, during the entire period of performance of any contract resulting from this solicitation, procure and maintain at least the minimum types of insurance as stipulated in the insurance attachment to this solicitation. Proof of such insurance must be provided to the City prior to beginning any contract performance.
- B22. **Additional Terms and Conditions:** No additional terms and conditions included with the bid response shall be evaluated or considered; any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bid signature section attests to this.
- B23. **Safety Standards:** All contractors and sub-contractors shall adhere to all Federal, State, County and City safety regulations and requirements. The City of Stuart safety manual is available for use by any vendor contracted to provide services, supplies and/or equipment to the City of Stuart.
- B24. **Public Entity Crimes:** Pursuant to the requirements of Section 287, Florida Statutes, all vendors are subject to those provisions pertaining to Public Entity Crimes and the Convicted Vendor List.
- B.25 **Scrutinized Companies List:** Pursuant to Sections 287.135, 215.4725, and 215.473, of the Florida Statutes which prohibits agencies from contracting with any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, participation in the Boycott of Israel, the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and is not engaged in business operations in Cuba or Syria are prohibited from contracting for goods or services in any amount at the time of submitting to this ITB through the term of this contract, including renewals or extensions. If firm is found negligent, contract shall be terminated; and submission of a false certification may subject firm to civil penalties, attorney's fees, and/or costs; may not transact business with any public entity for a period of 36 months. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440

B26 Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action

Note: If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or PublicRecordsRequest@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, FL 34994 per F.S. 119.12.

In compliance with F.S. 119.0701 the Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 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 and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- E. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- F. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- G. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.

- H. If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- I. A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- J. A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

C. SPECIAL PROVISIONS

- C1. **Intent:** The City of Stuart is seeking qualified and experienced vendors to furnish and deliver the specified chemicals on an "as needed" basis, in full accordance with the specifications, terms, and conditions contained in this Invitation to Bid (ITB).
- C2. **Minimum Requirements:** The bidder should submit the following information with their bid package to be considered responsive in order for the City to fully evaluate the firm's qualifications. Failure to fully submit the requested information may result in the bid being considered non-responsive.
- A. Bidders are to provide a minimum of three (3) satisfactory references within the past five (5) years of similar accounts and size on the City provided form. Bidder is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being obtained or considered.
 - B. Bidder must be an authorized agent, dealer, seller, or distributor for the sale and distribution of product.
 - C. Completion and submission of Questionnaire attached herein.
- C3. **References:** As part of the evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Bidder's submission of bid constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Bidder's qualifications.

- C4. **Qualification of Bidders:** This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the work specified. Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service. Bids will be considered only from firms which are regularly engaged in the business as described in this bid package; with a record of performance of not less than five (5) years, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded an Agreement under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practice in the industry and as solely determined by the City.
- C5. **Quality:** The City will make the sole determination as to the suitability of goods when quality is a question or concern.
- C6. **Minimum Payment Terms:** Minimum payment terms shall be Net 30 days, unless payment by Visa Purchasing Card net 10 days.
- C7. **F.O.B. Point:** F.O.B. point is **destination** for all deliveries. (See Section E5).
- C8. **Firm Prices:** The prices offered shall remain firm for the period of any agreement reached as a result of this invitation to bid.
- C9. **Other Entity Use:** The successful bidder(s) may be requested to convey their bid prices, contract terms and conditions, to municipalities or other governmental agencies within the State of Florida.
- C10. **Silence of Specifications:** The apparent silence of these specifications and any addenda hereto, as to any details; or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that the service provided shall be complete and without additional requirement to the utilizing public entity. All interpretations of these specifications shall be made upon the basis of this statement.
- C11. **Attachments:** There are six (6) attachments to this Invitation to Bid. The successful bidder must comply with attachments as follows:
- | | |
|--------------|---|
| Attachment A | Insurance Requirements ~Proof of ability to obtain insurance to be submitted with bid document. |
| Attachment B | Qualifications/Experience of Bidder |
| Attachment C | References |
| Attachment D | Bidder's Checklist |
| Attachment E | Statement of No Bid |
| Attachment F | Request for Information |

D. AWARD OR REJECTION OF BIDS

- D1. **Award of Contract:** The City of Stuart intends to award to the most responsive responsible bidder with the lowest bid. The purchase order will serve as the notice to proceed and the contract.

- D2. **Method of Award:** The City intends to award this bid to a Primary bidder. Award of the primary will be determined in order of responsiveness, delivery, acceptance of purchasing card program, materials and service proposed, along with bidder's qualifications, adequate organization, and personnel to ensure prompt and efficient performance of work to the City. After the bid has been awarded, the Primary bidder will be used in every instance of ordering products as long as their firm is capable of delivering the product/material in question within the time specified in this bid. If the Primary bidder is not able to deliver the product in question within the specified time, the City reserves the right to contact the secondary bidder with the subsequent lowest responsive responsible bid accordingly.
- D3. **Modifications:** This bid shall be awarded only to a responsive and responsible bidder. Bidder hereby certifies that the terms and conditions, including but not limited to, the scope of work have not been altered or modified in any manner. Any modification to this solicitation by the bidder will result in Bidder's response being found non-responsive and thereby disqualified.
- D4. **Best Prices:** Award will be made without further negotiation based upon competitive bids; therefore your best price should be submitted in response to this invitation to bid.
- D5. **Rejection of Bids:** The City of Stuart reserves the right to reject any or all bids with or without cause when such rejection is in the best interests of the City, at the City's sole determination. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or whom investigation shows is not in a position to perform the contract.
- D6. **Determining Responsibility:** In determining responsibility, the following qualifications will be considered by the Procurement & Contracting Services Manager:
- A. The bidder's ability, capacity and skill to perform the contract or provide the service within the time specified.
 - B. The reputation, judgment and experience of the bidder.
 - C. The quality of performance of previous contracts or services including previous performance with the City.
 - D. Previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
 - E. Financial resources of the bidder to perform the contract or provide the service.
 - F. Ability to provide future maintenance and service for the use of the subject of the contract.
 - G. Whether the bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.

- D7. **Contract Terms:** At all times during the term of the contract, the successful Contractor shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.
- A. **Contract Period:** This contract shall be awarded for an initial term of one (1) year subsequent to approval by the City Commission effective October 1, 2018. The contract may be renewed for two (2) additional one year periods provided both the successful bidder and the City agree and all terms and conditions remain the same. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the City and the successful bidder. Extension of the contract for additional thirty (30) day periods, not to exceed 6 months, for the convenience of either party shall be permissible at the mutual consent of both parties.
 - B. **Option to Extend:** The performance period of any contract resulting from this solicitation may be extended upon mutual agreement between the contractor and the City of Stuart with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for two (2) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed three (3) years. Prior to each annual renewal, the City may consider price adjustment(s) only when a written request is received a minimum of ninety (90) days prior to the renewal date for review and approval by the City. Any price increases must be reasonable with justification, documented and approved by the City of Stuart. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.
 - C. **Contract Amendment:** The City may require additional items of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services, and shall provide the City prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items/services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this bid at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.
 - D. **Non Exclusive Contract:** Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.
- D8. **Method of Ordering:** A blanket purchase order shall be issued for the term of the award. The department(s) will order requirement(s) on an "as needed" basis. All terms, conditions and prices of the bid are applicable. Only awarded bid items may be purchased. Vendor is to take all necessary steps to insure this requirement. Invoices must reference Purchase Order.

D9. **Quantities:** The quantities specified are based on annual estimates. The City of Stuart makes no guarantee regarding the quantity to be purchased and reserves the right to increase or decrease the total quantities, as necessary, to meet actual requirements.

D10. **Performance:** The City heavily monitors the quality and performance of work performed and/or supplies furnished by the awarded vendor for future consideration and/or reference purposes. The City may return, for full credit, any item(s) received which fail to meet the City's performance standards.

E. SCOPE OF SERVICE

E1. **General Information:** The purpose of this bid is to purchase various chemicals on an "as needed" basis delivered to the City of Stuart locations as designated on the purchase order shall include all labor, materials, supplies, transportation, and related services. Chemical will be ordered on an "as needed" basis for the term of the agreement.

E2. **Material Safety Data Sheet and Certificate of Analysis:** In compliance with Florida's Occupational Safety and Health Statute (Chapter 442) any commodity delivery as a result of this bid must be accompanied by a current MSDS and Certificate of Analysis (COA) with bid package submittal and with each receipt of order.

Note: It is incumbent upon all bidders to include information sufficient in detail to allow for an informed decision process.

E3. **Codes & Regulations:** Goods must be in accordance with the following:

- National Science Foundation (NSF)
- American Water Works Association(AWWA)
- Conformance with any other applicable local codes and standards

★ E4. **Contractor Responsibility:**

Please see
attached exception

- A. The bidder shall be responsible for the protection of property in the areas appointed for delivery against spills. Contractor is responsible for clean-up of any spills.
- B. It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood or Act of God that the municipal government, through the City of Stuart, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety.

E5. **Delivery Requirements:**

- A. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims). The successful bidder shall be fully responsible for any and all travel expenses and/or

delivery/transport charges to and from destination. Exact delivery points will be indicated on the purchase order. All bid prices shall be delivered price. The City will not be responsible for separate delivery fees.

- B. Delivery is requested within 72 hours after receipt of purchase order. Delivery coordination shall be made in advance with the City's Project Manager. No deliveries will be accepted before 7:00am or after 3:00pm. The City will not be responsible for separate delivery fees. Back-orders shall be made known to the City at time of order placement. Failure to supply deliveries within requested time period may result in contract cancellation. Delivery location is as specified below.
- Water Treatment Plant: 1002 Palm Beach Road, Stuart, Florida 34994
 - Water Reclamation Facility: 301 SE Stypmann Boulevard, Stuart, Florida 34994
- E6. **Quality Assurance & Returned Goods:** All material shall conform to Florida Department of Transportation Standard Specifications latest edition. The successful bidder upon receipt of a purchase order shall assure the product conveyed is of the correct quantity and meets all specifications of the bid, purchase order and order release. Material, which does not meet bid and purchase order specifications and requirements, including quality standards, shall be subject to return to the vendor, at the expense of the vendor.
- E7. **Alternate/Exceptions:** The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items requested. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible therefore; exceptions must be explained in detail on an attached sheet(s) and itemized by number. Any item(s) that does not meet City specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time, the Bidder will be required to compensate the City for the difference in price entailed in going to the next qualified bidder. Bidders offering equivalent items must meet the exact physical data given for the "as specified" item.
- E8. **Technical Specifications:** The intent of this solicitation is to receive bids for the product specified. The materials specified cannot be substituted with any other materials. City of Stuart personnel shall make all determinations of equivalence and compliance with specifications. Those determinations shall be final. These specifications are based on a particular level of performance required to be responsive to this ITB. Determination of whether an alternate product be offered, a detailed description of specifications **must** be submitted and included with your bid. Failure to comply will result in disqualification of the bid submittal as non-responsive. Vendors will describe how they comply when asked to specify their compliance.

Technical Specifications					
Item No.	Chemical Description	Physical Data	Individual Shipment Quantities	Compliance	Used at WTP WWTP
1	Liquid Sodium Hypochlorite	Maximum use level for Sodium hypochlorite under NSF/ANSI Standard 60 - Maximum use in potable water is 84 mg/L for 12.5% bleach and 100 mg/L for 10.5% bleach Density 1.10-1.30, SpG (12%) 1.202 Color: liquid=green-yellow Minimum strength of 120 grams per liter (12 trade percent by volume) Contaminant concentration limits: Iron < 0.3 mg/L Copper < 0.3 mg/L Nickel: < 0.3 mg/L Chlorate: < 2,500 mg/L Bromate < 20 mg/L Perchlorate ≤ 20 mg/L Suspended Solids Test Time < 3 minutes The suspended solids in the sodium hypochlorite delivered under this contract shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1,000 ml when applying the "Suspended Solids Quality Test for Bleach Using the Vacuum Filtration" Method co-developed by Dr. Bernard Bubnis of NovaChem.	5,000 gallon combined deliveries, Tanker Truck	Yes ☐ No ☐ No Bid	WTP WWTP
2	Anhydrous Ammonia	SpG 0.62 @ 60 F, pH+ 11.6 (1 N sol. In water) % volatile by volume: 100 Solubility in water: 33% @ 68F Vapor density: 0.6 @ 32 F Metallurgical Grade Anhydrous Ammonia	City owns a 1,000 gal tank, The average delivery size is 600 gals/3,000 lbs	Yes ☒ No ☐	WTP
3	Hydrofluorosilicic Acid	23 – 25% AWWA Standard B703-06 No more than 0.020% heavy Metals (Mercury, Lead, Bismuth, and Copper expressed as Lead	300 gallon deliveries, Tanker Truck	Yes ☐ No ☐ No Bid	WTP
4	Hydrochloric Acid 31.45% (muriatic acid)	20 Baume, 31.45% active ingredients 68.55% inert	55 gallon drums, Flat-bed Truck (20 drums)	Yes ☐ No ☐ No Bid	WTP
5	Sodium Hexametphosphate	Contain not less than 60% phosphorus pentoxide, 26.2 phosphorus, or 80.4% phosphate on an as-is basis, pH of 1% solution 5.7 – 7.3 The typical order size will be one (1) pallet of 50 bags (50 lbs each).	50 pound multi-walled, moisture proof bags, Enclosed Truck with lift-gate	Yes ☐ No ☐ No Bid	WTP
6	Anionic Dry Polymer with a 30 positive charge	FBS 730: Anionic polymer is used in the Water Treatment Plant to settle out suspended matter in the raw water. Polymer concentration must be ≥ 80% - ≤ 90%	50 pound multi-walled, moisture proof bags, Enclosed Truck with lift-gate 500 lbs per order	Yes ☐ No ☐ No Bid	WTP
7	Cationic Liquid Polymer	FBS 7602: The cationic liquid polymer at the Water Reclamation Facility is used for sludge dewatering with a belt press, price per gallon sold in 55 gallon containers @ 42% active content	55 gallon drums, Flat-bed Truck with lift-gate	Yes ☐ No ☐ No Bid	WWTP

Company Name: Tanner Industries, Inc. Date: 8/6/18

ITB No. 2019-100; Chemicals-WTP/WRF

Page 15

Attachment: City of Stuart ITB 2019-100 (2019-R-63 : Annual Renewal FY19-20 Water Treatment Chemicals)

- F. **REVISED BID SCHEDULE:** In accordance with the terms, conditions and specifications, the undersigned bidder hereby submits the following prices for supplying The City of Stuart with the goods and/or services called for in Bid #2019-100.

Item No.	Description	Estimated Quantity	Unit of Measure	Unit Price	Annual Price
1	Liquid Sodium Hypochlorite	120,000	GAL	\$ No Bid	\$ No Bid
2	Anhydrous Ammonia	18,250	LB	\$.77	\$ 14,052.50
3	Hydrofluorosilicic Acid	3,000	GAL	\$ No Bid	\$ No Bid
4	Hydrochloric Acid 31.45%	1,100	GAL	\$ No Bid	\$ No Bid
5	Sodium Hexametaphosphate	19,000	LB	\$ No Bid	\$ No Bid
6	Polymer, anionic-granular	2,600	LB	\$ No Bid	\$ No Bid
7	Polymer, cationic liquid	1,430	GAL	\$ No Bid	\$ No Bid
Item(s) #: <u>2</u> - Overall Total for all items that apply					\$
F.O.B. Destination: # <u>48-72</u> Hours for Delivery after receipt of order (ARO), if less than 72 hours					
Preferred method of payment is by the City Purchasing Card (VISA). DO YOU ACCEPT THE PURCHASING CARD (VISA)? Yes ☐ No ☒					
<i>The City of Stuart offers bidders who commit to accepting the Purchasing Card, noted above in the Bid Schedule as payment method, a one percent (1%) reduction in their bid price for evaluation purposes only. When evaluating prices submitted by bidders in response to this solicitation, the total offered price of a bidder committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other bidders' offered price. If the committed bidder is awarded the contract, the award will be at the originally bid price. City shall not pay any service charges or fees for Pcard transactions.</i>					
If you are not the successful bidder awarded as primary provider, would you accept serving as the secondary (backup) provider, with the same terms as conditions as your bid? Yes ☒ No ☐					
Is Bidder offering the above product as specified? Yes ☒ No ☐					
If No, bidder is to indicate their equivalent below and attach product literature.					
Item #:	Product	Item #:	Product		
Item #:	Product	Item #:	Product		

Company Name: Tanner Industries, Inc. Date: 8/6/18

All Prices will remain firm for a period of forty-five (45) days from the date of Bid opening.

The undersigned bidder has not divulged to, discussed with, or compared this bid with the other bidders, and has not colluded with any other bidder or parties to a bid whatsoever. Further, the undersigned guarantees the truth and accuracy of all statements and answers contained in this invitation.

The undersigned bidder hereby certifies that the invitation to bid has not been altered in any manner; and that bidder has received all the Addenda listed below and has incorporated them into his Bid listed herein. Failure to acknowledge the above requirements will render the bid non-responsive and no further evaluation of the bid will occur.

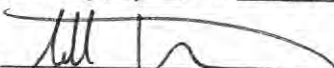
ACKNOWLEDGEMENT IS HEREBY MADE OF RECEIPT OF ADDENDA ISSUED DURING THE SOLICITATION PERIOD:

ADDENDUM # 1 THROUGH ADDENDA # 1

Company Name: Tanner Industries, Inc. Date: 8/6/18

Name of individual submitting Bid: Matt Tanner

Email address: sales@tannerind.com Ph: (215) 322-1238

AUTHORIZED SIGNATURE: 

ATTACHMENT A

INSURANCE REQUIREMENTS

The successful bidder shall **not** commence any work in connection with this agreement until it has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful bidder allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

Proof of the following insurance will be furnished by the successful bidder by Certificate of Insurance, which names the bidder, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A: VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

All contractors including any independent contractors and subcontractors utilized must comply with the following insurance requirements:

1. Commercial General Liability including Bodily Injury/Property Damage, Personal & Advertising Injury and Products/Completed Operations coverage for at least \$5,000,000 Limit per claim. Products Liability shall extend coverage for pollution conditions that arise from chemicals manufactured, sold or distributed. The City shall be included as Additional Insured and policy shall contain a waiver of subrogation rights endorsement and coverage should respond as primary. If the policy is written on a claims made basis, the retroactive date shall be prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in the retroactive date, the distributor shall purchase an extended reporting period rider during the life of the agreement of not less than 3 years.
2. Pollution Liability and Remediation Legal Liability coverage for at least \$5,000,000 Limit per claim. This shall provide coverage for loss, remediation expense and legal defense expense for sudden and gradual pollution conditions. The City shall be included as Additional Insured, policy shall contain a waiver of subrogation rights endorsement and coverage should respond as primary. If the policy is written on a claims made basis, the retroactive date shall be prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in the retroactive date, the distributor shall purchase an extended reporting period rider during the life of the agreement of not less than 3 years.
3. Commercial Auto Liability with limit of at least \$1,000,000 per occurrence which provides coverage for any auto (owned, hired and non-owned) and shall not contain any

exclusion for pollution legal liability as respects the transportation, loading and unloading of chemicals. The City shall be included as Additional Insured and the policy should contain a waiver of subrogation rights endorsement.

4. Worker's Compensation Insurance: The Contractor/Lessee/Service Provider shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance with limits equal to Florida Statutory requirements. Employers liability must include limits of at least \$1,000,000 each accident, \$1,000,000 each disease/employee, \$1,000,000 each disease/maximum. A waiver of subrogation must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under Federal Workers Compensation Statute, proof of appropriate Federal Act Coverage must be provided.
5. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
6. Certificates of Insurance: The Contractor **upon notice of award** will furnish Certificate of Insurance Form within ten (10) days. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Manager. This certificate shall be dated and show:
 - (a) The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
 - (b) Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
 - (c) City shall be listed as Additional Insured on Commercial General Liability Insurance, Automobile Liability Insurance.

NOTE: The City can decrease or increase these limits, depending on the project, at its sole discretion. Any insurance provided which does not meet the above requirements will not be deemed acceptable under the terms of this contract unless accepted in writing by the City's Risk Manager.

ATTACHMENT B

QUALIFICATION OF BIDDERS INFORMATION/QUESTIONNAIRE

THIS IS A FILLABLE FORM

Part A - Qualifications Questionnaire

Information provided shall fully explain the firm's qualifications and experience of their Organization to provide chemicals for the City as stated below: **(Bidders may attach additional sheets, if necessary).**

Provide supporting documentation that Bidder is an authorized agent, dealer, seller, or distributor for the sale and distribution of product. Is supporting documentation included?

Yes ☒ No ☐

Part B – Other Information

1. Contractor to provide details of delivery of chemical. Standard PPE - Chemical goggles, face shield, splash apron, rubber gloves.
2. Provide office hours and contact information of staff responsible for coordination of services. Monday through Friday basis from (7:00 a.m. through 3:00 p.m.)
24 hours - 1-800-643-6226 - Follow the prompts
3. Please provide 24-hour Emergency Contact Information if different than above:

4. Number of year's organization has been in business. Since 1955
5. Have you any similar work in progress at this time? Yes ☒ No ☐
6. Submission of quality control program: Yes ☒ No ☐
7. Submission of Safety program: Yes ☒ No ☐

Company Name Tanner Industries, Inc.

ATTACHMENT C

REFERENCES

Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

#1 REFERENCE

Company/Entity Name: <u>City of Holly Hill</u>	
Address <u>453 LPGA Boulevard</u>	
City <u>Holly Hill</u>	, State <u>FL</u> Zip Code <u>32117</u>
Contact Name: <u>Andy Armstrong</u>	Title: <u>Chief Water Plant Operator</u>
Phone No: (<u>386</u>) <u>248-9463</u> Fax: (<u>386</u>) <u>248-9499</u>	
Email: <u>aarmstrong@hollyhillfl.org</u>	
Delivery Date: <u> </u>	Location <u> </u>
Type of Product Supplied <u>Metallurgical Grade Anhydrous Ammonia</u>	
<u>Governmental</u> or Private	Dollar Value of Contract \$ <u> </u>

#2 REFERENCES

Company/Entity Name: <u>City of Titusville</u>	
Address <u>2836 Garden Street</u>	
City <u>Titusville</u>	, State <u>FL</u> Zip Code <u>32796</u>
Contact Name: <u>Richard Crum</u>	Title: <u>Chief Maintenance Mechanic</u>
Phone No: (<u>321</u>) <u>567-3875</u> Fax: (<u> </u>) <u> </u>	
Email: <u>richard.crum@titusville.com</u>	
Delivery Date: <u> </u>	Location <u> </u>
Type of Product Supplied <u>Metallurgical Grade Anhydrous Ammonia</u>	
<u>Governmental</u> or Private	Dollar Value of Contract \$ <u> </u>

#3 REFERENCES

Company/Entity Name: <u>City of Delray Beach</u>	
Address <u>200 SW 6th St.</u>	
City <u>Delray Beach</u>	, State <u>FL</u> Zip Code <u>33444</u>
Contact Name: <u>John Bullard</u>	Title: <u> </u>
Phone No: (<u>561</u>) <u>243-7319</u> Fax: (<u> </u>) <u> </u> Email: <u>bullardj@mydelraybeach.com</u>	
Delivery Date: <u> </u>	Location <u> </u>
Type of Product Supplied <u>Metallurgical Grade Anhydrous Ammonia</u>	
<u>Governmental</u> or Private	Dollar Value of Contract \$ <u> </u>

Company Name Tanner Industries, Inc.

ATTACHMENT D

BIDDERS CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline~ it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Is Bid envelope marked accordingly?	Yes ☒ No ☐
Is Invitation to Bid cover page (page 1) completed, signed and attached?	Yes ☒ No ☐
Is copy of bidder's valid Business Tax Receipt submitted?	Yes ☒ No ☐
Is Bid Schedule Form completed, signed and attached?	Yes ☒ No ☐
Is safety report and Quality program included?	Yes ☒ No ☐
Is bid submitted in triplicate (one original, two copies) ?	Yes ☒ No ☐
Bidder must submit proof that their firm name is registered. with their State of origin	Yes ☒ No ☐
Is proof of insurance included?	Yes ☒ No ☐
Is minimum Qualification of Bidders/Questionnaire information included?	Yes ☒ No ☐
Are Submittal Forms completed and enclosed?	Yes ☒ No ☐
Is MSDS or COA submitted?	Yes ☒ No ☐
Are addendum (if any issued) signed and submitted?	Yes ☒ No ☐
Submit a copy of all Licenses, Certificates, or Registrations, held by Bidder	Yes ☒ No ☐
Is the Request for Information form completed, signed and attached including W-9?	Yes ☒ No ☐
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	Yes ☒ No ☐

Company Name Tanner Industries, Inc.

ATTACHMENT E

STATEMENT OF "NO BID"

If you do not intend to bid on this requirement, please complete and return this form prior to date shown for receipt of bids to: The City of Stuart Procurement & Contracting Services Office, 121 S.W. Flagler Avenue, Stuart, Florida 34994.

We have declined to bid on this solicitation for the following reasons.

- ☐ Specifications too "restrictive", i.e., geared toward one brand or manufacturer (please explain below)
- ☐ Insufficient time to respond to Invitation to Bid.
- ☐ We do not offer this product or equivalent.
- ☐ Our project schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Unable to meet bond requirements, if required.
- ☐ Specifications unclear (please explain below).
- ☐ Other (please specify below).

N/A

REMARKS: _____

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE CITY OF STUART FOR FUTURE PROJECTS.

Typed Name and Title _____

Company Name _____

Address _____

Signature _____ Title _____

Telephone Number _____ Date _____



ATTACHMENT F
REQUEST FOR INFORMATION
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER
SUBMIT WITH IRS FORM W-9

Dear Vendor:

Federal Income Tax Law requires a Form 1099 with a valid taxpayer identification number to be filed for payments made in the course of conducting a trade or business. Further, these payments may be subject to Backup Federal Income Tax Withholding for all payees who have not submitted a correct Federal Tax Identification Number at the time of payment.

Please read this form and complete the information thereon before signing and **returning with a copy of your IRS W9 Form**. If you are a corporation, we will not issue you a Form 1099 (Reference: 1.6401-3(c)). However, kindly return this form to document your corporate status.

In order to avoid the possibility of future payments being held subject to Backup Withholding at a rate of 31%, please complete the form printed below and return this letter to the above address or E-mail request to: CityAccountsPayable@ci.stuart.fl.us

VENDOR NAME Tanner Industries, Inc.

DBA: _____

CORPORATE ADDRESS: 735 Davisville Road

CITY: Southampton **STATE:** PA **ZIP:** 18966

TELEPHONE: (215) 322-1238 **FAX:** (215) 322-7791 **ALTERNATE PHONE:** ()

COMPANY CONTACT NAME: Matt Tanner **EMAIL ADDRESS:** sales@tannerind.com

TYPE OF CERTIFICATION

- | | | |
|----------------------------------|---------------------------------|---|
| 1. ☐ MBE | 3. ☐ SBA | 5. ☐ DVBE |
| 2. ☐ MWBE | 4. ☐ SDB | 6. ☐ Other: <u>N/A</u> |

"THE ABOVE INFORMATION WILL BE USED FOR PURCHASE ORDERS"

REMIT TO ADDRESS: P.O. Box 536300

CITY: Pittsburgh **STATE:** PA **ZIP:** 15253

TELEPHONE: (215) 322-1238 **FAX:** () **ALTERNATE PHONE:** ()

COMPANY CONTACT NAME: Ed Colfer **EMAIL ADDRESS:** AR@tannerind.com

TYPE OF ORGANIZATION

- | | | |
|--|---|---|
| 1. ☒ Corporation | 3. ☐ Sole Proprietor | 5. ☐ Government Agency |
| 2. ☐ Partnership | 4. ☐ Individual | 6. ☐ Other: _____ |

1099 REPORTING STATUS (Check One): ☐ Yes ☒ No

TAXPAYER IDENTIFICATION NUMBER:

Employer Identification Number: 23 - 2050034

Print name of Taxpayer if using SS#: _____

Under penalties of perjury, I certify that this statement is accurate and complete.

Signature: [Signature] Title: Sales Administrator

Date: 8/6/18 Phone: (215) 322-1238

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Tanner Industries, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) <u>N/A</u> (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 735 Davisville Road FL 3	Requester's name and address (optional)
6 City, state, and ZIP code Southampton, PA 18966	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
2	3	-	2	0	5	0	0	3	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ►

Edward J. Colfer, Asst Mng.

Date ►

1/10/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994

Department of Financial Services

Procurement and Contracting Services Division

Lenora Darden, CPPB
Procurement Manager
purchasing@ci.stuart.fl.us

Telephone (772) 288-5308
Fax: (772) 600-0134
www.cityofstuart.us

Date: July 25, 2018
To: Prospective Bidders
Subject: **Addendum #1 to ITB# 2019-100, Chemicals for WTP/WRF**

ADDENDUM #1

The purpose of this addendum is to revise Item #2 Anhydrous Ammonia, unit of measure, from gallons to pounds. The revised bid schedule is attached.

All other terms and conditions of this ITB remain unchanged.

This Addendum shall be considered an integral part of the ITB and Contract Documents and must be acknowledged, signed and returned with your submittal **by 2:30 p.m. on August 8, 2018**. Failure to comply will result in disqualification of your bid.

Lenora Darden, CPPB
Procurement Manager
City of Stuart, Florida

Acknowledgement is hereby made of Addendum #1 to ITB# 2019-100, Chemicals for WTP/WRF

Signature

Tanner Industries, Inc.

Firm

8/6/18

Date

sales@tannerind.com

Email Address

Tanner Industries, Inc. exceptions taken for Bid #2019-100

B. GENERAL PROVISIONS

B10. Liability: The vendor shall act as an independent contractor and not as an employee of the City of Stuart. The successful bidder is required to indemnify, defend, and hold and save harmless the City, its officers, agents, and employees, from damages arising from the vendor's negligent performance of, or negligent failure to perform, any task or duty required to be performed by the vendor.

E. SCOPE OF SERVICE

E4. Contractor Responsibility:

A. The bidder shall be responsible for the protection of property in the areas appointed for delivery against spills. Contractor is responsible for clean-up of any spills to the extent caused by contractor.

322030



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2018

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
Commercial Lines - (610) 205-6120
USI Insurance Services National, Inc.
1018 W. 9th Avenue, Suite 100
King of Prussia, PA 19406

CONTACT NAME: Mark Westcott
PHONE (A/C, No, Ext): 484-754-1508 FAX (A/C, No): 610-537-2230
E-MAIL ADDRESS: Mark.Westcott@usi.com

INSURED
Hamler Industries Division of Tanner Industries, Inc.
735 Davisville Road
Third Floor
Southampton PA 18966-3200

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Nautilus Insurance Company	17370
INSURER B: Starr Indemnity and Liability Company	38318
INSURER C: Aspen Specialty Insurance Co	10717
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 13111065

REVISION NUMBER: See below

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	ADD'L SUBR INSP WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR		GLP2011827-15	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC OTHER:					
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		SISIPCA08332618	06/01/2018	06/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☐ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE		EXACJ4J18	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 18,000,000 AGGREGATE \$ 18,000,000
	DED RETENTION \$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	100 0001758	06/01/2018	06/01/2019	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Tanner Industries, Inc.
735 Davisville Road, 3rd Floor
Southampton PA 18966

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

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: City of Stuart ITB 2019-100 (2019-R-63 : Annual Renewal FY19-20 Water Treatment Chemicals)



TANNER INDUSTRIES, INC.

735 DAVISVILLE ROAD, THIRD FLOOR
SOUTHAMPTON, PA 18966-3200
215-322-1238 FAX 215-322-7791
www.tannerind.com

It is the objective of Tanner Industries, Inc. to provide a safe and healthy work environment to protect all of our employees, the public, and the environment. To accomplish this objective, Tanner Industries, Inc. will comply with all current Federal, State, and local health, safety, and environmental laws. We will develop the best possible operational processes, procedures, and policies to eliminate or control both known and potential safety, health, and environmental hazards.

Health and safety are shared responsibilities. Each employee, from top management to supervisors to each worker, must take ownership of their own safety and that of coworkers.

Each employee is responsible for recognizing health and safety hazards and to correct them or report them to their supervisor in a timely manner.

To fulfill these goals, management will:

- Develop and enforce safety and health rules, as well as good management practices; and by requiring all employees to cooperate with these rules and practices as a condition of employment. A copy of the safety rules are located in the Corporate Safety Manual, and management practices are located in the Process Safety Management Manual, which are available at each facility.
- Train all employees. Each employee will be trained according to the requirements of OSHA, DOT, EPA, and Company rules pertaining to their respective jobs. A copy of each employee's training record will be maintained at the Corporate office. Each employee must follow all the health and safety policies and procedures required by their specific job functions.
- Eliminate or reduce health and safety hazards. Hazards that cannot be completely eliminated will be reduced through engineering or administrative controls, and through the use of personal protective equipment.
- Provide personal protective equipment. All protective equipment must meet OSHA and / or ANSI requirements. Tanner Industries, Inc. is legally and morally bound to make sure that all employees wear the appropriate protective equipment at the proper time and in the proper environment.
- Establish a Corporate Safety Committee to oversee safety and health activities.

We have implemented a program called Responsible Distribution (RD). Responsible Distribution is a comprehensive quality program dedicated to protecting the health and safety of employees, communities, and the environment and was developed by the National Association of Chemical Distributors (NACD). It is comprised of various codes and sub codes of management practice which are documented and implemented. It is a condition of

DIVISIONS

NATIONAL AMMONIA, BOWER AMMONIA AND CHEMICAL, NORTHEASTERN AMMONIA, HAMLER INDUSTRIES

membership with NACD and the program is third party verified to ensure all codes of management practice policies and procedures are documented and implemented. We have successfully passed third party verifications for RD since 1995. Past verifications were completed by Underwriters Laboratories, Inc. (documentation verification - 1995), Science Applications International Corporation (SAIC), Parker & Associates (on site management systems verifications - 1999 & 2003) and Eagle Group conducted RD verifications in 2007, 2010 and most recently in January 2015.

We have maintained our RD certification as a condition of membership in NACD since RD's inception in 1992. NACD can verify that Tanner is a member in good standing, which means we are implementing our RD management system. This check may be conducted at www.nacd.com.

Tanner Industries employs about 116 personnel and operates approximately 16 facilities throughout the country. The work that Tanner's employees perform at plants and at deliveries is labor intensive. It involves connecting hoses, moving equipment, raising trailers, using hand tools, etc. This work can result in sprain/strain type of injuries.

Below are the incident rates for the past three years, including 2018.

Year	Recordable Incident Rate	Lost Time Rate	Hours Worked
YTD 2018	1.36	0.00	146,574
2017	2.43	0.81	247,230
2016	0.79	0.79	253,724
2015	3.12	0.78	256,256

Our continuing goal for our safety performance is, at a minimum, being at or below our industry's classification group's ratings for OSHA recordable rates.

In order to help support our continuing improvement process we maintain the following initiatives:

- We conduct monthly documented safety equipment inspections.
- We complete annual facility safety inspections at our plants.
- We maintain fall protection at our plant sites.
- We continue to review all injuries, accidents, incidents and near misses with the safety representatives at corporate and site safety committee meetings.
- We have added "Days Since Last OSHA Recordable Injury" signs to our plants to help raise and maintain awareness of our safety performance.
- We distribute weekly safety postings to all plants. The communication includes safety messages and reminders and highlights any safety and/or security incidents with reminders for the prevention of similar incidents. This information has been streamlined for easier reading by field personnel and the weekly interval provides more current data in relation to incidents, injuries and near misses. It also provides a mechanism for quick hit safety reminders.
- In 2011 we piloted a ride a long program with our drivers. This involves management personnel riding along with drivers and attending deliveries at periodic intervals. The purpose of this review will be to ensure personnel are performing all duties

appropriately, such as appropriate checklist completion, being aware of potential hazards, following documented delivery procedures, etc. It also provides an opportunity for coaching and guidance with a focus on safety if needed as well as a feedback mechanism for potential improvement. A similar walk a long program for plant operations has since been implemented.

We have established and implemented communication with all employees on our 3 pillars of safety, like 3 legs on a stool, if a leg is missing the stool will not be able to stand.

- 1) **Personal Accountability** - ensure you are following SOPs, wearing proper PPE at all required times, reporting any unsafe conditions, planning for potential hazards, communicating with the office.
- 2) **Awareness: Recognize and Identify Potential Hazards** - completing the proper checks and checklists, attention to signage, see the whole play and try not to use tunnel vision - are there any potential hazards around? Think before acting, stretch if needed after a long drive, using proper lifting techniques, proper ladder use, secure footing.
- 3) **Management Support** - know that you have our full support, communicate any problems or issues, ask if there is any question on the proper method or proper procedure.

Tanner Industries DOT Safety performance involving DOT roadside inspections has been much better than the national average for companies transporting hazardous materials. The national average of the percentage of vehicles placed out of service at DOT inspections is reported at 20.72%. Our average over the previous 24 months has been 2.8%. In looking at hazardous material inspections the national average has been 4.5% and our rating has been 0.0%. In relation to driver inspections the national average has been 5.51% and our drivers have rated at 0.5%. Our statistics reveal that we have performed better than the national averages.

Tanner Industries, Inc. Mission Statement:

Our mission is to constantly improve our products and services to meet/exceed our customer needs, to distribute our product in a safe, efficient, and environmentally responsible manner, and generate a reasonable return in order to provide continuity for the business and employment for our employees.

Questions concerning our safety program can be directed to:

Harold Siver
Safety Manager

Telephone: 215-322-1238 x2390
Mobile: 215-910-0622
Fax: 215-526-7814
hjsiver@tannerind.com

Scott Randolph, Tax Collector**Local Business Tax Receipt****Orange County, Florida**

This local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and safety authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2017 EXPIRES 9/30/2018 3501-0972544
 3501 DISTRIBUTOR-AMMONIA \$30.00 1 EMPLOYEE

TOTAL TAX \$30.00
 PREVIOUSLY PAID \$30.00
 TOTAL DUE \$0.00

TANNER STEPHEN B

TANNER INDUSTRIES
 TANNER STEPHEN B
 735 DAVISVILLE RD 3RD FLR
 SOUTHAMPTON PA 18966-3276

2530 VULCAN RD
 U - APOPKA, 32703

PAID: \$30.00 0099-00806690 9/13/2017

Scott Randolph, Tax Collector**Local Business Tax Receipt****Orange County, Florida**

This local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and safety authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2017 EXPIRES 9/30/2018 3501-0972544
 3501 DISTRIBUTOR-AMMONIA \$30.00 1 EMPLOYEE

TOTAL TAX \$30.00
 PREVIOUSLY PAID \$30.00
 TOTAL DUE \$0.00

2530 VULCAN RD
 U - APOPKA, 32703

PAID: \$30.00 0099-00806690 9/13/2017



TANNER STEPHEN B

TANNER INDUSTRIES
 TANNER STEPHEN B
 735 DAVISVILLE RD 3RD FLR
 SOUTHAMPTON PA 18966-3276

This receipt is official when validated by the Tax Collector.

Attachment: City of Stuart ITB 2019-100 (2019-R-63 : Annual Renewal FY19-20 Water Treatment Chemicals)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE

08/06/2018

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

TANNER INDUSTRIES, INC.

is duly registered as a Pennsylvania Business Corporation under the laws of the Commonwealth of Pennsylvania and remains subsisting so far as the records of this office show, as of the date herein.

I DO FURTHER CERTIFY THAT this Subsistence Certificate shall not imply that all fees, taxes and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set
my hand and caused the Seal of the Secretary's
Office to be affixed, the day and year above written

Robert Lanes

Acting Secretary of the Commonwealth

Certification Number: TSC180806141367-1

Verify this certificate online at <http://www.corporations.pa.gov/orders/verify>



April 23, 2018

To whom it may concern,

While Tanner Industries, Inc. is not third party ISO certified, our company is committed to Responsible Distribution (RD). Responsible Distribution is a comprehensive quality program dedicated to protecting the health, safety and security of employees, communities, and the environment and was developed by the National Association of Chemical Distributors (NACD). It is a condition of membership with NACD and the program is third party verified to ensure all codes of management practice policies and procedures are documented and implemented. We have successfully passed third party verifications for RD since 1995. We have maintained our RD certification as a condition of membership in NACD. NACD can verify that Tanner is a member in good standing, which means we are implementing our RD management system. This check may be conducted at www.nacd.com.

In addition to RD we have also implemented aspects of the ISO 9001 series quality model. We have documented procedures and policies in an ISO format, we verify all incoming raw material, and have documented customer complaint procedures. We have generated a Quality Manual, which contains our company Mission Statement, as well as applicable quality process procedures not addressed in our RD manual.

We look forward to continuing to work with you as partners in quality and safety, and if you have any questions, or require further information, please contact me.

Sincerely,

TANNER INDUSTRIES, INC.,

A handwritten signature in cursive script, appearing to read 'David Binder', written over a horizontal line.

David Binder
Director, Quality, Safety and Regulatory Affairs



CERTIFICATE of CONFORMANCE

THIS CERTIFIES THAT

Tanner Industries, Inc.

Has successfully demonstrated its commitment to Responsible Distribution as set forth by the National Association of Chemical Distributors (NACD) through successful completion of its third-party on-site verification for the 5th Cycle
(January 1, 2014 – December 31, 2016)

January 28, 2015

Issue Date

nacd
National Association of
Chemical Distributors

A handwritten signature in cursive script, reading "Michael Lang".

Michael Lang, Vice President,
Responsible Distribution

Eagle
Group®

A handwritten signature in cursive script, reading "Clyde H. Pearch".

Clyde H. Pearch, President



TANNER INDUSTRIES, INC.

735 DAVISVILLE ROAD, THIRD FLOOR
SOUTHAMPTON, PA 18966-3200
215-322-1238 FAX 215-322-7725
www.tannerind.com

Note that Responsible Distribution runs in 3 year cycles. The verifiers are independent and contracted by NACD to do all member companies. To be a member in good standing with NACD you have to be Responsible Distribution verified. Our good standing as a member can be checked at www.nacd.com.

When a member company gets verified in a 3 year cycle can vary. We have typically be done at the front end of each cycle at 3 year intervals. The 1/28/15 cert is the last verification date. It does not expire. A company could possibly be done at the front end of a 3 year cycle and then back end of the following cycle. Not typical, but possible. Thus there could be a 5 year internal between verifications.

NACD has changed their scheduling policy for this current cycle and none to go beyond 4 years. They will make sure on the proper scheduling.

I was expecting our verification in first quarter 2018, but have not heard yet on scheduling our sites from the verification agencies. We were typically every 3 years with this in the past. As mentioned expecting our next verification this year or no later than 2019.

Cert is current. We are members in good standing practicing Responsible Distribution.

Sincerely,
Tanner Industries, Inc.

Matt Tanner
Sales Administrator

NSF International

RECOGNIZES

TANNER INDUSTRIES, INC.
Plant at: APOPKA, FL

AS COMPLYING WITH NSF/ANSI 60.
PRODUCTS APPEARING IN THE NSF OFFICIAL LISTING ARE
AUTHORIZED TO BEAR THE NSF MARK.



Certification Program
Accredited by the
American National
Standards Institute



Certification Program
Accredited by the
Standards Council
of Canada

This certificate is the property of NSF International and must be returned upon request. To verify certification, call 800 NSF-MARK or (1) 734 769 8000.

March 11, 2002

Certificate# 01261-01

James R. Paschal, General Manager
Water Distribution Systems



TANNER INDUSTRIES, INC.

735 DAVISVILLE ROAD, THIRD FLOOR
SOUTHAMPTON, PA 18966-3200
215-322-1238 FAX 215-322-7791
www.tannerind.com

ANHYDROUS AMMONIA SPECIFICATIONS

Metallurgical Grade		
Ammonia (NH ₃) Assay	99.9965%	Minimum
Ammonia (NH ₃) Assay	99.9990%	Typical
Water	33 ppm	Maximum
Water	<10 ppm	Typical
Oil	2 ppm	Maximum
Oil	1 ppm	Typical

Revision: August 01, 2009

Supercedes: June 01, 2001

Approval: QC/QA **FB**

DIVISIONS

NATIONAL AMMONIA, BOWER AMMONIA AND CHEMICAL, NORTHEASTERN AMMONIA, HAMLER INDUSTRIES

Attachment: City of Stuart ITB 2019-100 (2019-R-63 : Annual Renewal FY19-20 Water Treatment Chemicals)



Tanner Industries, Inc.

SAFETY DATA SHEET

Section 1. Identification

Product Name: **Ammonia, Anhydrous**
 Synonyms: Ammonia
 CAS REGISTRY NO: 7664-41-7
 Supplier: Tanner Industries, Inc.
 735 Davisville Road, Third Floor
 Southampton, PA 18966
 Website: www.tannerind.com
 Telephone (General): 215-322-1238
 Corporate Emergency Telephone Number: 800-643-6226
 Emergency Telephone Number: Chemtrec: 800-424-9300
 Recommended Use: Various Industrial / Agricultural

Section 2. Hazard(s) Identification

Hazard: Acute Toxicity, Corrosive, Gases Under Pressure, Flammable Gas, Acute Aquatic Toxicity
 Classification: Acute Toxicity, Inhalation (Category 4) Note: (1 - Most Severe / 4 - Least Severe)
 Skin Corrosion / Irritation (Category 1B)
 Serious Eye Damage / Irritation (Category 1)
 Gases Under Pressure (Liquefied gas)
 Flammable Gases (Category 2)
 Acute Aquatic Toxicity (Category 1)

Pictogram:



Signal word: **Danger**

Hazard statements: Harmful if inhaled.
 Causes severe skin burns and serious eye damage.
 Flammable gas.
 Contains gas under pressure; may explode if heated.
 Very toxic to aquatic life.

Precautionary statements: Avoid breathing gas/vapors.
 Use only outdoors or in well-ventilated area.
 Wear protective gloves, protective clothing, eye protection, face protection.
 Keep away from heat, sparks, open flames and other ignition sources. No smoking.

Precautionary statements
(continued):

IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a doctor/physician and seek medical attention for severe exposure or if symptoms persist. Specific treatment, see supplemental first aid instructions in Section 4 (First Aid Measures).

IF ON SKIN: Rinse immediately with plenty of water before removing clothes. Contaminated clothing could possibly be frozen to skin. Rinse skin with water or shower (minimum of 20 minutes). Specific treatment, see supplemental first aid instructions in Section 4 (First Aid Measures).

IF IN EYES: Immediately call a doctor/physician and seek medical attention. Rinse continuously with water for several minutes (minimum of 20 minutes). Specific treatment, see supplemental first aid instructions in Section 4 (First Aid Measures).

Wash contaminated clothing before reuse.

Store in a well-ventilated place. Keep container tightly closed. Protect from sunlight. Store locked up.

In case of leakage: Eliminate all ignition sources, if safe to do so.

In case of leaking gas fire: Stop flow of gas before extinguishing.

Dispose of contents/container in accordance with local, regional, national, international regulations as applicable. See section 13 (Disposal Considerations).

NFPA Rating:



HMIS Classification:

ANHYDROUS AMMONIA	
HEALTH	3
FLAMMABILITY	1
REACTIVITY	0
PERSONAL PROTECTION	H

NFPA Numbering System:

0 = Least Hazardous / 4 = Most Hazardous

HMIS Hazard Index:

0 = Minimal, 1 = Slight, 2 = Moderate, 3 = Serious, 4 = Severe

Section 3. Composition / Information on Ingredients

CHEMICAL NAME: Ammonia, Anhydrous

CAS REGISTRY NO: 7664-41-7

SYNONYMS: Ammonia

CHEMICAL FAMILY: Inorganic nitrogen compounds

COMPOSITION: 99+% Ammonia

Section 4. First Aid Measures

IF INHALED: Immediately remove person to fresh air and keep comfortable for breathing. In case of severe exposure or if irritation persists, breathing difficulties or respiratory symptoms arise, seek medical attention. If not breathing, administer artificial respiration. If trained to do so, administer supplemental oxygen, if required.

IF ON SKIN: Immediately rinse skin and contaminated clothing with plenty of water before removing clothes. Clothing that has been contacted by liquid ammonia may freeze to the skin. Thaw frozen clothing from skin before removing. Flush skin with copious amounts of tepid water for a minimum of 20 minutes. Do not rub or apply topical, occlusive compounds, such as ointments, certain creams, etc., on affected area. For liquid ammonia contact, seek immediate medical attention. For severe vapor contact or if irritation persists, seek medical attention.

IF IN EYES: Immediately rinse continuously with copious amounts of tepid water for a minimum of 20 minutes. Eyelids should be held apart and away from eyeball for thorough rinsing. Do not rub or apply topical, occlusive compounds, such as ointments, certain creams, etc., on affected area. Seek medical attention.

IF SWALLOWED: Rinse mouth. Do not induce vomiting. If conscious, give large amounts of water to drink. May drink orange juice, citrus juice or diluted vinegar (1:4) to counteract ammonia. If unconscious, do not give anything by mouth. Seek medical attention.

NOTE TO PHYSICIAN: Respiratory injury may appear as a delayed phenomenon. Pulmonary edema may follow chemical bronchitis. Supportive treatment with necessary ventilation actions, including oxygen, may warrant consideration.

Section 5. Fire Fighting Measures

EXTINGUISHING MEDIA:

Water Spray, Water Fog, Dry Chemical, Carbon Dioxide (CO₂) or foam.

SPECIAL FIRE FIGHTING PROCEDURES:

Must wear protective clothing and a positive pressure SCBA.

Stop flow of gas or liquid if possible.

Approach fire upwind and evacuate area downwind if needed.

Use water spray to keep fire-exposed containers cool and control vapors.

If a portable container (such as a cylinder or trailer) can be moved from the fire area without risk to the individual, do so to prevent the pressure relief valve of the trailer or portable container from discharging or the cylinder from rupturing. If relief valves are inoperative, heat exposed storage containers may become explosion hazards due to over pressurization.

Stay upwind when containers are threatened.

UNUSUAL FIRE AND EXPLOSION HAZARDS:

Outdoors, ammonia is not generally a fire hazard. Indoors, in confined areas, ammonia may be a fire hazard, especially if oil or other combustible materials are present.

Combustion may form toxic nitrogen oxides (NO_x).

Section 6. Accidental Release Measures

GENERAL:

Only properly trained and equipped persons should respond to an ammonia release.

Wear eye, hand and respiratory protection and protective clothing; see Section 8, Exposure Controls / Personal Protection.

Stop source of leak if possible, provided it can be done in a safe manner.

Leave the area of a spill by moving laterally and upwind.

Isolate the affected area. Non-responders should evacuate the area, or shelter in place.

SPECIFIC STEPS TO BE TAKEN:

For a hazardous material release response, Level A and/or Level B ensemble including positive-pressure SCBA should be used. A positive pressure SCBA is required for entry into ammonia atmospheres at or above 300 ppm (IDLH).

Stay upwind and use water spray downwind of container to absorb the evolved gas.

Do not apply water directly to container, unless there is heat impingement, as ammonia boils at -28 °F (direct water will heat container), and more vapors will be released.

Caution: Adding water directly to liquid spills will increase volatilization of ammonia, thus increasing the possibility of exposure. Contain spill and runoff from entering drains, sewers, streams, lakes and water systems by utilizing methods such as diking, containment, and absorption.

Section 7. Handling and Storage

SPECIAL PRECAUTIONS:

Only trained persons should handle anhydrous ammonia. Store in well-ventilated areas, with containers tightly closed. Protect from temperatures exceeding 120 °F (48.8 °C). Protect containers from physical damage. Keep away from ignition sources, especially in indoor spaces. Do not use plastic. Do not use any non-ferrous metals such as copper, brass, bronze, tin, zinc or galvanized metals. Use only stainless steel, carbon steel or black iron for anhydrous ammonia containers or piping.

OSHA 29 CFR 1910.111 prescribes handling and storage requirements for anhydrous ammonia.

Refer to Compressed Gas Association (CGA) G-2.1 for the recommendations for the storage and handling of anhydrous ammonia.

VENTILATION:

Local exhaust should be sufficient to keep ammonia vapor below applicable exposure standards.

WORKPLACE PROTECTIVE EQUIPMENT:

Protective equipment should be stored near, but outside of anhydrous ammonia area. Water for first aid, such as an eyewash station and safety shower, should be kept available in the immediate vicinity. See 29 CFR 1910.111 for workplace requirements.

DISPOSAL:

See Section 13, Disposal Considerations. Classified as Resource Conservation and Recovery Act (RCRA) Hazardous Waste due to corrosivity with designation D002, if disposed of in original form.

Section 8. Exposure Controls / Personal Protection

EXPOSURE LIMITS FOR AMMONIA: (Vapor)

OSHA	50 ppm,	35 mg / m ³ PEL	8 hour TWA
NIOSH	35 ppm,	27 mg / m ³ STEL	15 minutes
	25 ppm,	18 mg / m ³ REL	10 hour TWA
	300 ppm,	IDLH	
ACGIH	25 ppm,	18 mg / m ³ TLV	8 hour TWA
	35 ppm,	27 mg / m ³ STEL	15 minutes

PROTECTIVE EQUIPMENT:

EYE/FACE PROTECTION: Chemical splash goggles should be worn when handling anhydrous ammonia. A face shield can be worn over chemical splash goggles as additional protection. Do not wear contact lenses when handling anhydrous ammonia. Refer to 29 CFR 1910.133 for OSHA eye protection requirements.

SKIN PROTECTION: Ammonia impervious gloves and clothing (such as neoprene, butyl and Teflon) should be worn to prevent contact during normal operations, such as loading/unloading and transfers. Chemical boots can be worn as additional protection.

RESPIRATORY PROTECTION: Respiratory protection approved by NIOSH for ammonia must be used when applicable safety and health exposure limits are exceeded. For escape in emergencies, NIOSH approved respiratory protection should be used, such as a full-face gas mask and canisters/cartridges approved for ammonia or SCBA. A positive pressure SCBA is required for entry into ammonia atmospheres at or above 300 ppm (IDLH).

Refer to 29 CFR 1910.134 and ANSI: Z88.2 for OSHA respiratory protection requirements.

Also refer to 29 CFR 1910.111 for respiratory protection requirements at bulk installations.

VENTILATION: Local exhaust should be sufficient to keep ammonia vapor below applicable exposure standards.

FOR A HAZARDOUS MATERIAL RELEASE RESPONSE: Level A and/or Level B ensemble including positive-pressure SCBA should be used. A positive pressure SCBA is required for entry into ammonia atmospheres at or above 300 ppm (IDLH).

Section 9. Physical and Chemical Properties

APPEARANCE AND ODOR:	Colorless liquid or gas with a pungent odor. Odor threshold 2 - 5 ppm.
SOLUBILITY IN WATER:	(per 100 pounds of water): 86.9 pounds at 32 °F, 51 pounds at 68 °F
SPECIFIC GRAVITY OF GAS (air = 1):	0.596 at 32 °F
SPECIFIC GRAVITY OF LIQUID (water = 1):	0.682 at -28 °F (Compared to water at 39 °F).
WEIGHT (per gallon):	5.15 pounds at 60 °F
PH:	Not applicable (Highly alkaline/base).
BOILING POINT:	-28 °F at 1 Atm.
FORMULA:	NH ₃
MOLECULAR WEIGHT:	17.03 (NH ₃)
FLAMMABILITY	
FLASHPOINT:	None
FLAMMABLE LIMITS OF VAPOR IN AIR:	LEL/UEL 16% to 25% (listed in the <i>NIOSH Pocket Guide to Chemical Hazards</i> 15% to 28%).
AUTO IGNITION TEMPERATURE:	1,204 °F (If catalyzed), 1,570 °F (If un-catalyzed).
CRITICAL TEMPERATURE:	271.4 °F
DECOMPOSITION TEMPERATURE:	-108.4 °F
GAS SPECIFIC VOLUME:	20.78 Ft ³ /Lb at 32 °F and 1 Atm.
VAPOR DENSITY:	0.0481 Lb/Ft ³ at 32 °F
LIQUID DENSITY:	38.00 Lb/Ft ³ at 70 °F
VISCOSITY:	0.00982 cP at 68 °F
EVAPORATION RATE:	Not applicable
APPROXIMATE FREEZING POINT:	-108 °F
VAPOR PRESSURE:	114 psig at 70 °F
SURFACE TENSION:	23.4 Dynes / cm at 52 °F
CRITICAL PRESSURE:	111.5 Atm
PARTITION COEFFICIENT:	-114 at 77 °F

Section 10. Stability and Reactivity

REACTIVITY:

Anhydrous ammonia has potentially explosive reactions with strong oxidizers. Anhydrous ammonia forms explosive mixtures in air with hydrocarbons, chlorine, fluorine and silver nitrate. Anhydrous ammonia reacts to form explosive products, mixtures or compounds with mercury, gold, silver, iodine, bromine, silver oxide and silver chloride.

CHEMICAL STABILITY:

Stable under normal ambient conditions of temperature and pressure. Heating a closed container causes vapor pressure to increase. Will not polymerize.

POSSIBILITY OF HAZARDOUS REACTIONS:

Will react exothermically with acids and water.

CONDITIONS TO AVOID:

Avoid anhydrous ammonia contact with chlorine, which forms a chloramine gas, which is a primary skin irritant and sensitizer. Avoid contact with galvanized surfaces, copper, brass, bronze, mercury, gold and silver. A corrosive reaction will occur.

INCOMPATIBLE MATERIALS:

Anhydrous ammonia is incompatible with acetaldehyde, acrolein, boron, chloric acid, chlorine monoxide, chlorites, nitrogen tetroxide, perchlorate, sulfur, tin and strong acids.

HAZARDOUS DECOMPOSITION PRODUCTS:

Anhydrous ammonia decomposes to hydrogen and nitrogen gases above 450 °C (842 °F). Decomposition temperatures may be lowered by contact with certain metals, such as iron, nickel and zinc and by catalytic surfaces such as porcelain and pumice.

Section 11. Toxicological Information

Potential health effects: Ammonia is an irritant and corrosive to the skin, eyes, respiratory tract and mucous membranes. Exposure to liquid or rapidly expanding gases may cause severe chemical burns and frostbite to the eyes, lungs and skin. Skin and respiratory related diseases could be aggravated by exposure. The extent of injury produced by exposure to ammonia depends on the duration of the exposure, the concentration of the liquid, gas or vapor and the depth of inhalation.

Exposure Routes:

Inhalation (vapors, gas), skin and/or eye contact (vapors, liquid, gas).

Symptoms of acute exposure:

- Inhalation:** Exposure may result in severe irritation and/or burns of the nose, throat and respiratory tract. May cause dyspnea (breathing difficulty), wheezing, chest pain, bronchospasm, pink frothy sputum, pulmonary edema or respiratory arrest. Extreme exposure may result in death from spasm, inflammation or edema. Respiratory injury may appear as a delayed phenomenon. Pulmonary edema may follow chemical bronchitis. Brief inhalation exposure to 5,000 ppm may be fatal.
- Skin:** Irritation, corrosive burns, blister formation (vesiculation) may result. Contact with liquid may produce freeze burns (frostbite) and caustic burns.
- Eyes:** Vapors may cause severe irritation. Tearing, eye burns, permanent eye damage or blindness may occur. Effects of direct contact may range from irritation and lacrimation to severe injury and blindness.
- Ingestion:** Ingestion is unlikely since the material is a gas under normal atmospheric conditions. If ingested, it may cause burns and corrosion, severe pain of the mouth, throat, esophagus and stomach or may be fatal.

Chronic Exposure:

Repeated exposure to ammonia may cause chronic irritation of the eyes and respiratory tract.

Toxicity:

LC₅₀ - 5131 mg/m³ (7338 ppm) to 11,592 mg/m³ (16,600 ppm), 60 minute exposure, Rat.

LD₅₀ - 350 mg / kg (Oral / Rat).

Not listed in the National Toxicology Program (NTP).

Not recognized by OSHA as a carcinogen.

Not listed as a carcinogen by the International Agency for Research on Cancer (IARC monograph).

Germ cell mutagenicity information is not available. Reproductive toxicity information is not available.

Section 12. Ecological Information

Ammonia is harmful to aquatic life at very low concentrations. Notify local health and wildlife officials and operators of any nearby water intakes upon contamination of surface water.

Toxicity:

Terrestrial plants: LOEC = 3-250 ppm NH₃.

Aquatic plants: LOEC = 0.5-500 mg NH₃-N/L.

Acute toxicity to invertebrates: 48 h LC50 = 2.94 mg un-ionized NH₃-N/L.

Chronic toxicity to invertebrates: NOEC = 0.163- 0.42 mg un-ionized NH₃/L.

Acute toxicity to fish: 96-h: LC50 = 0.09 – 3.51 mg un-ionized NH₃/L.

Chronic toxicity to fish: NOEC = 0.025-1.2 mg un-ionized NH₃/L.

Environmental Fate Information: Ammonia dissipates relatively quickly in ambient air and rapidly returns to the soil via combination with sulfate ions or washout by rainfall. Ammonia strongly adsorbs to soil, sediment particles and colloids in water under aerobic conditions. Biodegradation of ammonia to nitrate occurs in water under aerobic conditions resulting in a biological oxygen demand (BOD).

Persistence/Degradability:

Biodegradable in soil. Ozonation in the air. Soluble in water.

Bioaccumulative Potential:

Not applicable.

Mobility in Soil:

No additional information available.

Other Adverse Effects:

No additional information available.

Section 13. Disposal Considerations

Dispose of unused contents/container in accordance with local/regional/national/international regulations as applicable.

Listed as hazardous substance under the Clean Water Act (CWA) (40 CFR 116.4 and 40 CFR 117.3).

Classified as hazardous waste under the Resource Conservation and Recovery Act (RCRA) (40 CFR 261.22 Corrosive #D002).

Comply with all regulations.

Suitably diluted product may be utilized as fertilizer on agricultural land.

For hazardous waste regulations information call the RCRA Hotline (800) 424-9346, or visit the US EPA website.

Section 14. Transport Information

US Department of Transportation

HAZARD CLASS:

(US Domestic): 2.2 (Non-Flammable Gas)

(International): 2.3 (Poison Gas), subsidiary 8 (Corrosive)

PROPER SHIPPING DESCRIPTION:

(US Domestic): UN1005, Ammonia, Anhydrous, 2.2, RQ, Inhalation Hazard

(International): UN1005, Ammonia, Anhydrous, 2.3, (8), RQ, Poison-Inhalation Hazard Zone "D"

LABEL / PLACARD:

(US Domestic): Non-Flammable Gas



(International): Poison Gas, Corrosive (Subsidiary)



IDENTIFICATION NUMBER:

UN 1005

ENVIRONMENTAL HAZARDS:

Revision: May 1, 2015

Anhydrous Ammonia

Page 6 of 8

IMDG, Known Marine Pollutant: No
 United Nations Model Regulations, Environmentally Hazardous: No

Section 15. Regulatory Information

Subject to the reporting requirements of Section 302, Section 304, Section 312 and Section 313, Title III of the Superfund Amendments and Reauthorization Act (SARA) of 1986 and 40 CFR 372.

Under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), Section 103, any environmental release of this chemical equal to or over the reportable quantity of 100 pounds must be reported promptly to the National Response Center, Washington, D.C. (1-800-424-8802).

Emergency Planning & Community Right to Know Act, (EPCRA) extremely hazardous substance, 40 CFR 355, Title III, Section 302 – Ammonia, Threshold Planning Quantity (TPQ) 500 pounds.

Toxic Substances Control Act (TSCA): Listed in the TSCA Inventory.

EPA Hazard Categories – Immediate: Yes; Delayed: No; Fire: No; Sudden Release: Yes; Reactive: No

Clean Air Act – Section 112(r): Listed under EPA's Risk Management Program (RMP), 40 CFR Part 68, at storage/process amounts greater than the Threshold Quantity (TQ) of 10,000 pounds (ammonia, anhydrous).

Anhydrous ammonia is listed under Department of Homeland Security regulation 6 CFR Part 27, Chemical Facility Anti-Terrorism Standards at storage / process amounts greater than the threshold quantity of 10,000 pounds (ammonia, anhydrous).

Occupational Safety & Health Administration (OSHA): This material is considered to be hazardous as defined by the OSHA Hazard Communication Standard 29 CFR 1910.1200. This material is subject to Process Safety Management requirements of 29 CFR 1910.119 if maintained on-site, including storage / process, in quantities of 10,000 pounds (ammonia, anhydrous) or greater.

Section 16. Other Information

Preparation Information: Revision Date May 1, 2015
 Replaces all previously dated versions.

Prepared by: HJS

Revisions to this Safety Data Sheet have been created to comply with the requirements of the OSHA Hazard Communication Final Rule issued in 2012 (HazCom 2012).

Acronyms:

ACGIH: American Conference of Governmental Industrial Hygienists
 ANSI: American National Standards Institute
 CAS: Chemical Abstracts Service
 CFR: Code of Federal Regulations
 DHS: Department of Homeland Security
 DOT: Department of Transportation
 EPA: Environmental Protection Agency
 HMIS: Hazardous Materials Identification System
 IARC: International Agency for Research on Cancer
 IDLH: Immediately Dangerous to Life or Health
 IMDG: International Maritime Dangerous Goods
 NFPA: National Fire Protection Association
 NIOSH: National Institute for Occupational Safety and Health
 NTP: National Toxicology Program
 OSHA: Occupational Safety and Health Administration
 PEL: Permissible Exposure Limit
 PPM: Parts Per Million
 RCRA: Resource Conservation and Recovery Act
 REL: Recommended Exposure Limit
 SCBA: Self Contained Breathing Apparatus

STEL: Short Term Exposure Limit
TLV: Threshold Limit Value
TWA: Time Weighted Average

Disclaimer:

The information, data, and recommendations in this safety data sheet relate only to the specific material designated herein and do not relate to use in combination with any other material or in any process. To the best of our knowledge, the information, data, and recommendations set forth herein are believed to be accurate. We make no warranties, either expressed or implied, with respect thereto and assume no liability in connection with any use of such information, data, and recommendations. Judgements as to the suitability of the information contained herein for the party's own use or purposes are solely the responsibility of that party. Any party handling, transferring, transporting, storing, applying or otherwise using this product should review thoroughly all applicable laws, rules, regulations, standards and good engineering practices. Such thorough review should occur before the party handles, transfers, transports, stores, applies or otherwise uses this product.

WINTER HAVEN

The Chain of Lakes City

October 16, 2018

To: All Firms submitting Proposals for ITB-18-54

Subject: Recommendation of Award, ITB-18-54

Dear Bidder:

The City of Winter Haven staff has recommended the award of ITB-18-54, Annual Contract – Hydrofluosilicic Acid (Fluoride), to Hawkins, Inc.

If you have any questions, please call me at 863.291.5664.

Sincerely,

CITY OF WINTER HAVEN



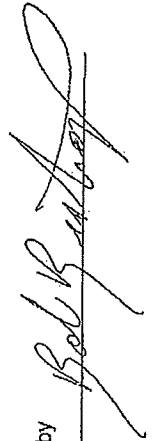
Bob Bishop
Purchasing

Attachment: City of Winter Haven Bid #ITB-18-54 (2019-R-63 : Annual Renewal FY19-20 Water Treatment Chemicals)

BID NO: ITB-18-54
 BID OPENING 2:00 P.M., 10/10/18
 CITY OF WINTER HAVEN
 TABULATION OF BIDS
 AWARDED TO:

Annual Contract - Hydrofluosilicic Acid (Fluoride)		Bidder No 1 Hawkins, Inc. Apopka, FL	Bidder No		
Item	Description	Unit Price	Total Price	Unit Price	Total Price
A	5500 Hydrofluosilicic Acid - 55 Gal Drums	\$3.10	\$17,050.00		
B	5000 Hydrofluosilicic Acid - Bulk Minimum order qty.	\$2.95	\$14,750.00		
	Total, Items A-B	N/A			
	Delivery Time	Within 3-5 days	\$31,800.00		
Annual Contract - Hydrofluosilicic Acid (Fluoride)		Bidder No	Bidder No		
Item	Description	Unit Price	Total Price	Unit Price	Total Price
A	5500 Hydrofluosilicic Acid - 55 Gal Drums				
B	5000 Hydrofluosilicic Acid - Bulk				
	Total, Items A-B				
	Delivery Time				

Prepared by



1 N/A

Date: 10-11-18

Ship To

City of Winter Haven
Fairfax Water Plant
1134 Fairfax St NE
Winter Haven, FL 33881

Bill To

City of Winter Haven
Accounting Department
P.O. Box 2277
Winter Haven, FL 33883

Purchase Order
No. 2019-00000012

DATE 10/25/2018

VENDOR NO. 8276

PURCHASE ORDER NUMBER MUST APPEAR ON
ALL INVOICES, SHIPPERS, BILL OF LADING AND
CORRESPONDENCE

Vendor

Hawkins, Inc.
2263 Clark Street
Apopka, FL 32703

DELIVER BY 12/31/2019

SHIP VIA

FREIGHT TERMS FOB Winter Haven

PAGE 1 of 1

ORIGINATOR: Judie Serode

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	Purchase-Misc - Annual Contract — Hydrofluosilicic Acid (Fluoride) Per ITB-18-54 and your proposal dated 10/4/18, copy of which is attached. - Contract period is January 1, 2019 thru December 31, 2019 - The CITY will order items as needed over a 12-month period. The CITY may extend the contract(s) for (4) additional 12-month periods, if there is no increase in prices and both the CITY and the successful bidder(s) are in agreement to the extension. 402-08-301-5215 - Chemicals 31,800.00	31,800.0000	\$31,800.00
TOTAL DUE				\$31,800.00

APPROVED BY/TITLE

Tax Exempt Certificate #: 85-8012621707C-1 | Expiration Date: 06/30/2022

Special Instructions

- SHIPMENTS MAY BE REFUSED IF THE PURCHASE ORDER NO. IS NOT SHOWN ON SHIPPERS AND BILL OF LADING
- EXEMPT FROM STATE/LOCAL AND FEDERAL TAXES
- SUBSTITUTIONS WILL NOT BE ACCEPTED WITHOUT PRIOR APPROVAL
- PARTIAL SHIPMENT WILL BE ACCEPTED IF INVOICED SEPARATELY
- C.O.D. OR COLLECT SHIPMENTS WILL NOT BE ACCEPTED
- RECEIVING HOURS ARE 9:00 A.M. TO 3:30 P.M. MONDAY-FRIDAY

All Purchase Orders shall contain and the City shall not accept goods or services unless delivered or rendered upon the following standard contract terms and conditions:

ACCEPTANCE. The Seller shall be bound by the Purchase Order and its terms and conditions when it delivers the goods ordered or renders the service ordered by the City.

TITLE. The risk of loss of goods covered by the Purchase Order shall remain with the Seller until the goods have been delivered to a designated site and actually received by the City. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the Seller.

DOCUMENTS. The Bid Documents consist of the Invitation to Bid, Terms and Conditions, Construction Agreement, Contract Bond, Special Provisions, Specifications, Technical Specifications, Proposal and Bid Form, Engineering Plans or Drawings prepared for a project, Addenda issued during the bidding period, and Change Orders issued after the Contract is let.

CHANGES. The City, without invalidating the Contract, may order changes, including additions, deletions, or modifications. The Parties recognize that said changes may affect price and time for performance, in which event appropriate adjustments will be considered. All such changes in the work shall be authorized in writing, signed by the Procurement Services Division Director in a manner consistent with contract documents. The price and the time for performance may be changed only by Change Order Request (see #4 above). By written instructions to the Contractor, the City may make minor changes in the work which are consistent with the purpose of the work and which do not change the contract price or time for completion. The Procurement Services Division is to be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Order Request issued and signed by the Procurement Services Division Director.

INSPECTION. The goods and services purchased are subject to the inspection and approval of the initiating department. The City reserves the right to reject goods and services which do not conform to provisions of the Purchase Order.

DEFAULT. Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the City to terminate the Contractor's right to proceed with the order/work by giving the Contractor written notice. The defaulting Contractor may, at the discretion of the City, be charged the increase in costs of obtaining the goods/services elsewhere.

WARRANTY. The Contractor shall not incorporate in the work of a project any materials or equipment subject to a chattel mortgage, a conditional sales contract, or any other agreement permitting a Vendor to retain an interest. The Contractor shall warrant clear title to all materials and equipment incorporated in the work; when the project is completed, the Contractor shall deliver to the City the improvements it has incorporated free of any lien or claim. The provisions of this section shall be included in all contracts with Vendors and Sub-Contractors. Vendors who furnish materials without a formal contract shall be given notice, by Contractor, that this provision exists.

INSURANCE. As specified in the bid documents.

INDEMNIFICATION. Bidder/Contractor shall hold harmless, indemnify, and defend the City, its elected officials, appointed officers, and employees, representatives, or agents, against any claims, action, loss, damage, injury, liability, tax, assessment, cost or expense of whatever kind (including, but not by way of limitation, attorneys' fees and court costs (in both trial and appellate matters in any judicial and/or administrative tribunal) arising out of or incidental to Bidder/Contractor's performance of this contract. Other specific references to the Bidder/Contractor's duty to indemnify the City and hold it harmless, which may be set forth herein, shall be construed as in addition to, and not as a limitation of the requirements of this section. The City shall be entitled to recover its reasonable attorneys' fees, including trial and appellate, and court costs in the event judicial and/or administrative enforcement of this Bidder/Contractor indemnity is required.

STATEMENT OF ASSURANCE. No bids submitted shall be considered unless the Bidder warrants that upon execution of a Contract with the City it will:

- a) not engage in employment practices that have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status
- b) will submit such reports as the City may thereafter require to assure compliance.

APPLICABLE LAW. Any contract entered into pursuant to this bid shall be construed in accordance with the laws of the State of Florida. Venue for any action or proceeding concerning this contract shall be in the State Courts of Polk County, Florida.

LIMITATION ON MUNICIPAL INDEMNITY. To the extent that the contract or agreement calls for the City to indemnify any party thereto, the following sentence shall be appended to the indemnity and shall control the indemnity as if set forth therein:

"provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the City of Winter Haven under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Contract or Agreement." Provided further, no waiver of the City's sovereign immunity is intended to be made herein. The addition of this language shall not be construed to create City indemnifications where none are expressly made in the terms and conditions of the contract or agreement.

Proposal and Bid Form
ITB-18-54

A. The following Proposal is hereby made to the City of Winter Haven, Florida, hereinafter called the CITY. Proposal is submitted by: Hawkins, Inc.
(Company)

B. The undersigned, as Bidder, hereby proposes and offers to sell to the CITY, the following:

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
A.	5,500 Gals	Delivered - 55 Gallon Drums	<u>3.10</u>	<u>17,050.</u>
B.	5,000 Gals	Delivered - Bulk	<u>2.95</u>	<u>14,750.</u>
		<u>N/A</u> Minimum order Qty.		
Total Items A-B:				<u>31,800.</u>

***Successful bidder must bid on both drum and bulk delivery. Winning bid will be the lowest responsible/responsive bid when drum and bulk unit prices are combined. Estimated contract start date: January 1, 2019.**

C. The undersigned agrees to deliver the above noted products, F.O.B., Winter Haven, Florida, within 3-5 () working days after receipt of contract award in accordance with the Invitation To Bid, Specification, and Terms and Conditions attached hereto and made a part hereof as if fully set forth herein, dated September 18, 2018.

E. The undersigned acknowledges receipt of the following addenda which are a part of the Invitation To Bid:
Addendum No. N/A Dated _____
Addendum No. N/A Dated _____

F. By signing and submitting this bid, the undersigned bidder hereby certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria (for bid amounts of \$1,000,000 or more). Any contract with the City of Winter Haven for goods and/or services of any amount, entered into on or after July 1, 2018, may be terminated at the sole option of the City of Winter Haven, at no cost to the City, if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or if the company is found to have submitted a false certification as provided under subsection (5) of F.S.287-135.

G. A City of Winter Haven Procurement Card will be accepted as method of payment. [] YES [] NO
NOTE: if Bidder checks "yes" above, Bidder agrees that the City may use a City issued Mastercard for the payment of any and all invoices submitted as a result of the performance of this bid.

Date 10/4/18 Name of Company Hawkins, Inc.
Bidder's Signature [Signature] Address (Mailing) 2263 Clark St.
Name/Title Raymond Pool, SE Region Mgr. City Apopka FL State FL Zip 32703
Federal Employer I.D. # (FEID) 41-0771293 Telephone Number 800-330-1369
Email Address Chuck.pool@hawkinsinc.com Fax Number 800-524-9315

PBF-1

ITB-18-54 – Annual Contract – Hydrofluosilicic Acid (Fluoride) – Water Plant
Contract Renewal One of Four

The term of the Contract Renewal Agreement for Annual Contract – Hydrofluosilicic Acid (Fluoride) is amended as follows:

The expiration date of the Contract Renewal Agreement is extended **through December 31, 2020.**

Estimated Annual Amount: Not To Exceed \$31,800.00

Amount of allowable CPI: N/A

All other terms and conditions remain the same.

FOR: HAWKINS, INC.
 2263 CLARK STREET
 APOPKA, FL 32703

BY: _____

Signature

Raymond Prok
 Name, Typed/Printed

Title Region Mgr.

Date 8/2/19

FOR: CITY OF WINTER HAVEN

BY: _____

Signature

Calvin T. Bowen
 Name, Typed/Printed

Title City Manager and/or designee

Date 8/8/19

FINANCE:

Calvin T. Bowen
 Signature

Calvin T. Bowen
 Name, Typed/Printed

Title Finance Director

Date August 8, 2019



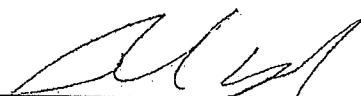
Affidavit of Compliance

City of Winter Haven

Bid: ITB #-18-54
Annual Contract for Hydrofluosilicic Acid (Fluoride)

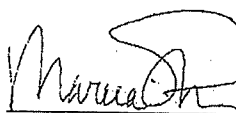
This is to certify the response for the above referenced bid offered and chemical furnished by Hawkins, Inc. is in complete compliance of all applicable requirements of ANSI/NSF60 Certification as required in Section E - Specifications

If you have any additional questions, please feel free to contact me.



Raymond C. Pool
SE Region Manager

Sworn to & Subscribed before me this 4th day of October 2018.



Marcia Stivanson

Notary Public, State of Florida
MARCIAA. STIVANSON
MY COMMISSION # FF 880604
EXPIRES: April 20, 2020
Bonded Thru Budget Notary Services



2263 Clark Street * Apopka * Florida * 32703
Phone: 800-330-1269 or 800-524-9315

Attachment: City of Winter Haven Bid #ITB-18-54 (2019-R-63 : Annual Renewal FY19-20 Water Treatment Chemicals)



A HAWKINS COMPANY

GENERIC CERTIFICATE OF ANALYSIS

Trade Name: HFS2300
 Chemical Name: Hydrofluosilicic Acid, 23% solution

Lot #: 021216

Manufactured by: Hawkins Distribution Center

PROPERTY	SPECIFIED	TYPICAL
Certified to ANSI/NSF Std 60		Pass
Appearance	Clear, water white liquid	Pass
Assay, % H ₂ SiF ₆	22.0-24.0%	23.1
HF, %	1.0 max	0.385
Specific Gravity	1.18-1.22	1.20
Heavy Metals, % as Pb	0.0002 max	0.00006
As, %	0.0002 max	0.00006

I certify that all tests as stipulated in the required specifications were performed in accordance with approved test methods and that the results as reported are true, correct and within specified limits.

Mike Hilinski/Joe Sarrubbo
 Technician

Hawkins, Inc.
 2263 Clark St., Apopka, FL 32703
 800-330-1369 FAX: 800-524-9315

Attachment: City of Winter Haven Bid #ITB-18-54 (2019-R-63 : Annual Renewal FY19-20 Water Treatment Chemicals)

HFS 2300 Tech Sheet

Hydrofluosilicic Acid
Fluorosilicic Acid



- ANSI/NSF Standard 60 Certified
- Conforms to AWWA Std B703-00

- Consistent 23% Solution
- Low in Arsenic and Heavy Metals

Usage

HFS 2300 is used for fluoridation of drinking water. It is a crystal clear product that is manufactured consistently as a 23% solution. Since it is a manufactured product, it is very low in Arsenic and Heavy Metals. This makes it a good choice as a source of fluoride, since you are minimizing the addition of other undesirable elements to your system.

Description

Appearance	Clear liquid
% H ₂ SiF ₆	23%
Specific Gravity	1.19 - 1.22
pH	<2.0
As, %	0.0005 max
Heavy Metals, % as Pb	0.01 max

Application

This product should be applied using a metering pump and can be fed neat from the storage vessel without dilution. A day tank is required in most jurisdictions. Optimum dosage is 1 ppm as fluoride (F).

Handling

HFS 2300 is a corrosive and hazardous product but does not have a reportable spill quantity. Refer to UN1778 of the DOT guidelines. Avoid contact with skin or eyes and wash affected areas with water if contact is made. Refer to the MSDS for more detailed instructions.

Shipping

HFS 2300 is packaged in drums and totes as well as in bulk tanker loads and smaller through our Mini-Bulk service. Packaging should be non-metallic and non-glass.

Customer Service

Hawkins can provide a complete chemical feed program to meet your water quality needs including equipment and set up. We deliver all chemicals used for drinking water systems and most are available through our Mini-Bulk service. For complete details on all of our products and services, please contact:

Hawkins South East Distribution Center
(800)330-1369

The information provided has been obtained from sources believed to be reliable and is accurate to the best of our knowledge. Government regulations and standards change without notice. Further, handling and use of the product is beyond our control. Hawkins provides no warranties, either expressed or implied, and assumes no responsibility for the accuracy or completeness of the data contained herein. This information is offered for your consideration and investigation. You should satisfy yourself that you have all current data relevant to your particular use.

Hawkins, Inc. – 2263 Clark Street, Apopka, FL 32703
800-330-1369 FAX: 800-524-9315



SAFETY DATA SHEET

Version 1

1. Identification of the Substance / Preparation and of the Company / Undertaking

Product Name: Hydrofluosilicic Acid 23%
UN/ID No UN1778
Synonyms: Silicate (2-) Hexafluoro-dehydrogen, Hydrofluorosilicic Acid, Fluosilicic Acid, HFS, FSA
Formula: H_2SiF_6
Company Name: Hawkins, Inc., 2381 Rosegate, Roseville, MN 55113 (612-331-6910)

Emergency Telephone:
 CHEMTREC (US): 1-800-424-9300

2. Hazards Identification

GHS - Classification

Acute toxicity - Oral	Category 3
Skin corrosion/irritation	Category 1 Category 1B
Serious eye damage/eye irritation	Category 1
Chronic aquatic toxicity	Category 3



Signal Word: Danger

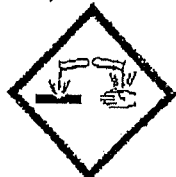
Hazard Statements:

- Toxic if swallowed
- Causes severe skin burns and eye damage
- Harmful to aquatic life with long lasting effects

Physical Hazards

Corrosive to metals	Category 1
---------------------	------------

- May be corrosive to metals



Precautionary Statements:

42894 Hydrofluosilicic Acid 23%

- Do not eat, drink or smoke when using this product
- IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician
- Rinse mouth
- Do not breathe dust/fume/gas/mist/vapors/spray
- Wash face, hands and any exposed skin thoroughly after handling
- IF SWALLOWED: Rinse mouth. Do NOT induce vomiting
- IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower
- Wash contaminated clothing before reuse
- IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing
- Store locked up
- Wear protective gloves/protective clothing/eye protection/face protection
- IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
- Immediately call a POISON CENTER or doctor/physician
- Avoid release to the environment
- Dispose of contents/ container to an approved waste disposal plant
- Immerse in cool water/wrap in wet bandages
- Absorb spillage to prevent material damage
- Store in corrosive resistant aluminum container with a resistant liner

3. Composition / Information on Ingredients**Hazardous**

Chemical Name	CAS No	Weight-%	EC No
Fluorosilicic acid	16961-83-4	23	241-034-8
Hydrogen fluoride	7664-39-3	<1	231-634-8

Non-Hazardous

Chemical Name	CAS No	Weight-%	EC No
Water	7732-18-5	Balance	231-791-2

4. First Aid Measures

- General Advice:** Immediate medical attention is required.
- Eye Contact:** Keep eye wide open while rinsing. Immediate medical attention is required. Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Do not rub affected area.
- Skin Contact:** Immediate medical attention is required. Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes.
- Inhalation:** Move to fresh air. Call a physician or poison control center immediately. If not breathing, give artificial respiration. If breathing is difficult, give oxygen.
- Ingestion:** Do NOT induce vomiting. Never give anything by mouth to an unconscious person. Drink plenty of water. Immediate medical attention is required. Remove from exposure, lie down. Clean mouth with water and drink afterwards plenty of water. Call a physician or poison control center immediately.
- Note to Physicians:** Product is a corrosive material. Use of gastric lavage or emesis is contraindicated. Possible perforation of stomach or esophagus should be investigated. Do not give chemical antidotes. Asphyxia from glottal edema may occur. Marked decrease in blood pressure may occur with moist rales, frothy sputum, and high pulse pressure. Treat symptomatically.
- Self-protection of the First Aider:** Use personal protective equipment as required. Avoid contact with skin, eyes or clothing.

5. Fire-fighting Measures**Flammable Properties:**

Not considered to be a fire hazard

42894 Hydrofluosilicic Acid 23%

Explosive Properties:

Not considered to be an explosion hazard

Suitable Extinguishing Media:

Use extinguishing measures that are appropriate to local circumstances and the surrounding environment

Unsuitable Extinguishing Media:

No information available

Specific Hazards Arising from the Chemical:

The product causes burns of eyes, skin and mucous membranes. Thermal decomposition can lead to release of irritating and toxic gases and vapors. In the event of fire and/or explosion do not breathe fumes

Protective Equipment and Precautions for Firefighters:

In the event of a fire, wear full protective clothing and MSHA/NIOSH (approved or equivalent) self-contained breathing apparatus with full facepiece operated in the pressure-demand or other positive pressure mode

6. Accidental Release Measures**Personal Precautions:**

Use personal protective equipment as required. Evacuate personnel to safe areas. Avoid contact with skin, eyes or clothing. Keep people away from and upwind of spill/leak.

Environmental Precautions:

Do not allow into any sewer, on the ground or into any body of water. Should not be released into the environment. Prevent further leakage or spillage if safe to do so. Prevent product from entering drains.

Methods for Containment:

Prevent further leakage or spillage if safe to do so. Cover powder spill with plastic sheet or tarp to minimize spreading. Dike far ahead of liquid spill for later disposal.

Methods for Cleaning Up:

Dike far ahead of liquid spill for later disposal. Soak up with inert absorbent material. Take up mechanically, placing in appropriate containers for disposal. Clean contaminated surface thoroughly. Prevent product from entering drains. Dam up. After cleaning, flush away traces with water.

Other Information:

Not applicable.

7. Handling and Storage**Advice on Safe Handling:**

Use personal protective equipment as required. Avoid contact with skin, eyes or clothing. Use only with adequate ventilation. In case of insufficient ventilation, wear suitable respiratory equipment. Use only with adequate ventilation and in closed systems.

Storage Conditions:

Keep container tightly closed in a dry and well-ventilated place. Keep out of the reach of children. Keep containers tightly closed in a dry, cool and well-ventilated place. Keep in properly labeled containers.

Incompatible Materials:

Strong acids and bases; Oxidizing agents

8. Exposure Controls/Personal Protection

Chemical Name		ACGIH TLV		OSHA PEL		Ontario TWA	
Fluorosilicic acid		TWA: 2.5 mg/m³ F		TWA: 2.5 mg/m³ F (vacated) TWA: 2.5 mg/m³		TWA: 2.5 mg/m³	
Hydrogen fluoride		TWA: 0.5 ppm F TWA: 2.5 mg/m³ F S* Ceiling: 2 ppm F		3 ppm TWA 6 ppm STEL as F		TWA: 0.5 ppm TWA: 2.5 mg/m³ CEV: 2 ppm Skin	
Chemical Name	European Union	China	Japan	Korea	Australia	Taiwan	
Fluorosilicic acid	TWA 2.5 mg/m³	TWA: 2 mg/m³ STEL: 5 mg/m³		TWA: 2.5 mg/m³	2.5 mg/m³	TWA: 2.5 mg/m³	

42894 Hydrofluosilicic Acid 23%

Hydrogen fluoride	TWA 1.8 ppm TWA 1.5 mg/m ³ STEL 3 ppm STEL 2.5 mg/m ³	TWA: 2 mg/m ³ STEL: 5 mg/m ³ Ceiling: 2 mg/m ³ Ceiling	Ceiling: 3 ppm Ceiling: 2.5 mg/m ³ ISHL/ACL: 0.5 ppm	Ceiling: 3 ppm Ceiling: 2.5 mg/m ³ TWA: 0.5 ppm TWA: 2.5 mg/m ³	2.5 mg/m ³ 3 ppm Peak 2.6 mg/m ³ Peak	TWA: 3 ppm TWA: 2.6 mg/m ³ TWA: 2.5 mg/m ³
-------------------	--	--	---	--	---	--

Exposure Guidelines: Vacated limits revoked by the Court of Appeals decision in AFL-CIO v. OSHA, 965 F.2d 962 (11th Cir., 1992)

Engineering Controls: Ensure adequate ventilation, especially in confined areas

Personal protective equipment (PPE)

Eye/Face Protection:

Body Protection:

Tight sealing safety goggles. Face protection shield.
Gloves made of plastic or rubber. Suitable protective clothing. Rubber boots. Wear impervious protective clothing, including boots, gloves, lab coat, apron or coveralls, as appropriate, to prevent skin contact. Wear chemical resistant clothing such as gloves, apron, boots or whole bodysuits made from neoprene, as appropriate.

General Hygiene Considerations:

When using do not eat, drink or smoke. Wash contaminated clothing before reuse. Keep away from food, drink and animal feeding stuffs. Contaminated work clothing should not be allowed out of the workplace. Regular cleaning of equipment, work area and clothing is recommended. Avoid contact with skin, eyes or clothing. Take off all contaminated clothing and wash it before reuse. Wear suitable gloves and eye/face protection.

9. Physical and Chemical Properties**9.1. Information on basic physical and chemical properties**

Physical State:	Liquid	Odor:	Pungent
Appearance:	No information available	Odor Threshold:	No information available
Color:	Colorless		
Property	Values	Remarks • Method	
pH:	1.0		
"Salt Out" Point (°F):		No information available	
Melting Point/Freezing Point:			
Boiling Point/Boiling Range:	105 °C / 221 °C		
Flash Point:		No information available	
Evaporation Rate (BuAc=1):		No information available	
Flammability (solid, gas):		No information available	
Flammability Limits in Air:		No information available	
Upper Flammability Limit:			
Lower Flammability Limit:			
Vapor Pressure (mm Hg) :	24 @ 20 °C		
Vapor density (Air =1)	> 1	Denser than air	
Specific Gravity (H ₂ O=1):	1.23		
Specific Gravity (2nd value):			
Water Solubility:	Miscible in all proportions in water		
Solubility(ies):		No information available	
Partition Coefficient (n-octanol/water)		No information available	
Autoignition Temperature:			
Decomposition Temperature:			
Kinematic Viscosity:		No information available	
Dynamic Viscosity:		No information available	
Oxidizing Properties:	No information available		
Explosive Properties:	No information available		

9.2. Other information

Softening Point:	No information available
Molecular Weight:	No information available
VOC Content(%):	No information available
Density:	No information available
Bulk Density:	No information available
% Volatiles by Volume @ 21°C (70°F):	100



Symonds & Associates
36730 Emerald Island Road
Leesburg, FL. 34788
Attn: Fred Symonds & Kathy Godwin

May 21, 2019

Dear Fred and Kathy:

Sole Source Agreement

Per your request, I have updated this 'Sole Source Agreement' which confirms that Symonds & Associates has sole rights to the distribution of our AQUAGOLD and AQUAFRESH products, within the State of Florida. This letter will serve as confirmation of our agreement for Symonds & Associates being the sole source of the above stated product lines (manufactured by Mersch Consulting, Inc.) throughout the State of Florida.

I have always had a great relationship with your entire family and look forward to working with all of you throughout the future. I will supply all reasonable technical support for your efforts throughout this part of the country and I expect this agreement will continue to provide for many more years of successful water treatment for numerous communities throughout the State of Florida.

Sincerely:

William F. Mersch
President

Cell: 630-207-7491
e-mail: gomersch@comcast.net

Attachment: Symonds and Assoc sole source letter (2019-R-63 : Annual Renewal FY19-20 Water Treatment Chemicals)



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: October 8, 2019
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Professional Services to Facilitate the Replacement of the WWTP Sludge Holding Tank Walkway Not to Exceed \$27,722.00, and Providing for Severability; and Providing for an Effective Date.
NUMBER: 2019-R-64
APPLICANT:
PLANNER:

DISCUSSION:

During inspection of the City's WWTP it was determined that the walkway over the Sludge Handling Tanks is in extreme disrepair due to corrosion. This walkway was installed in 1987 and is in a highly corrosive environment. The sludge holding tank is a concrete tank with a diameter of approximately 50 ft. The walkway is 48 inches wide, approximately 50 ft. long and carries a small diameter lime sludge line. The walkway needs to be replaced in its entirety.

This scope of services from Mead and Hunt, Inc., includes complete design plans and bid documents to accomplish this work, and services during construction in accordance with their proposal dated July 8, 2019.

FISCAL ANALYSIS:

The City entered into a Continuing Services Contract with Mead & Hunt (formerly Quentin L. Hampton) in December 2015. The initial term of this contract is five (5) years.

Funding for this project has been included in Fiscal Year budget 2019/2020. The Project Code is 20WW04. \$27,722.00 for this engineering design has been budgeted in account number 407-8110-580.63-00.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services to facilitate the replacement of the WWTP Sludge Holding Tank Walkway.

COMMISSION GOALS:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES TO FACILITATE THE REPLACEMENT OF THE WWTP SLUDGE HOLDING TANK WALKWAY AND NOT TO EXCEED \$27,722.00.

ATTACHMENTS:

- JULY 24, 2019 MEAD HUNT WALKWAY SLUDGE HOLDING TANK (PDF)
- Engineering Services Agreement - Mead & Hunt, Inc. Merged with QLH 2017 (PDF)

Resolution No. 2019-64

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES TO FACILITATE THE REPLACEMENT OF THE WWTP SLUDGE HOLDING TANK WALKWAY NOT TO EXCEED \$27,722.00, AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES TO FACILITATE THE REPLACEMENT OF THE WWTP SLUDGE HOLDING TANK WALKWAY (20WW03) NOT TO EXCEED \$27,722.00, AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill approved the proposed capital project as part of the fiscal year 2019-20 budget; and

WHEREAS, the City has a continuing services agreement with and has received a proposal to perform the engineering services for this project from Mead and Hunt, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services for the project WWTP Sludge Holding Tank Walkway not to exceed \$27,722.00.

SECTION 2. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of OCTOBER,



July 8, 2019

Walt Smyser
Public Works Deputy Director
City of Holly Hill
453 LPGA Boulevard
Holly Hill, FL 32117

Email: wsmysr@hollyhillfl.org
Hard Copy Mailed Only on Request

**CITY OF HOLLY HILL
WWTP SLUDGE HOLDING TANK WALKWAY
SCOPE OF SERVICES AND FEE ESTIMATE**

Dear Walt:

Mead & Hunt, Inc. (MEAD & HUNT) is pleased to provide this engineering scope of services and fee estimate for the above referenced project. The attached scope of services addresses the work activities we understand to be required. The scope includes design, bidding services, construction administration, and inspection.

The attached scope of services is in conformance with our professional services agreement. We look forward to the opportunity to serve the City of Holly Hill on this and future projects. If you have any questions or comments, please contact our office.

Sincerely,

Kevin A. Lee, P.E.
Project Manager

Brad T. Blais, P.E.
Vice President/Market Leader

KAL/BTB:cc

Enclosures: Exhibit 'A' - Scope of Services and Fee Estimate

Walt Smyser
July 8, 2019
Page 2

EXHIBIT 'A'
CITY OF HOLLY HILL
WWTP SLUDGE HOLDING TANK WALKWAY
SCOPE OF SERVICES AND FEE ESTIMATE

The City of Holly Hill (CITY) and MEAD & HUNT entered into a Master Services Agreement for Engineering Services dated effective December 4, 2015 is referred to herein as the Contract.

GENERAL

This scope of services provided to the CITY includes the design, bidding services, construction administration, and inspection services required to replace the walkway on the sludge holding tank at the WWTP.

The design engineering services include data collection, final design, preparation of specifications, and completion of bidding.

Construction services include contract administration and inspection.

BASIS OF DESIGN

The replacement of the walkway over the sludge holding tank at the Holly Hill WWTP is required due to its condition and age. The sludge holding tank is a concrete tank with a diameter of approximately 50 ft. The walkway is 48 inches wide, approximately 50 ft. long and carries a small diameter lime sludge line. A new walkway is to replace the existing walkway in its entirety. MEAD & HUNT will be responsible for complete design plans and bid documents to accomplish this work.

DESIGN

During the design phase, MEAD & HUNT will complete the following work:

- Collection of field information.
- Preparation of design plans. Minimum plan requirements include: structural drawings, which accurately depict existing features and proposed improvements. Drawings shall include plan sheets, and detail drawings as required.
- Design plans shall include the following:
 - Document loads and load combinations
 - Design steel framing and connections
 - Grating sized for loading
 - Design for railings with calculations to show code compliance

Walt Smyser
 July 8, 2019
 Page 3

- Assembly of calculations package for submittal to building official
- Provide CAD drawings including framing plan, typical sections and details for framing, grating and railings for complete design of walkway to be signed and sealed by contractor
- Lettering size of plans shall be suitable for one-half size reduced drawings.
- Preparation of Contract Documents. Contract Documents are defined as general conditions of the construction contract and include, but are not limited to, the Drawings, Specifications, and front-end documents (Bid, Agreement, General Conditions, Supplementary Conditions, and Post Bid Documentation).
 - Write specifications for structural steel, steel bar grating, and steel railings. All steel to be hot dip galvanized
- A minimum of two (2) review meetings with CITY Staff (one at 60% design and 90% design completion).
- Submittal of two (2) sets of plans and specifications to the CITY for review and comment at each of the above design meetings.
- Submittal of an Engineer's preliminary opinion of cost shall be at 90% design submittal.
- Incorporation of the CITY Staff review comments in the Contract Documents.
- Furnish two (2) sets and one (1) electronic copy of the contract documents to the CITY for staff use during construction.

BIDDING – PACKAGE DEVELOPMENT, COORDINATION, AND CERTIFICATION

During the bidding phase, MEAD & HUNT will complete the following:

- Provide advertisement for bids to the CITY staff for publishing in the legal newspaper by the CITY.
- Prior to advertising, provide the CITY with a current opinion of cost in writing.
- Provide one (1) electronic copy of contract documents (including drawings) to the CITY's purchasing coordinator.
- Clarify plans and specifications based on requests for information and prepare addenda.
- Conduct a pre-bid meeting. Prepare minutes of the meeting and distribute to the CITY.
- Attend the bid opening and collect a copy of each bid submitted.
- Review and check the bids and prepare a detailed bid tabulation.
- Contact the lowest responsive bidder and obtain references, if not familiar to MEAD & HUNT.
- Prepare an award recommendation letter.
- After bid is awarded by the CITY Commission, prepare a construction contract, (five sets required), and send to the Contractor for execution. The Contractor is to return the construction contracts to MEAD & HUNT for review of the contract, insurance certificates and bonds. Provide an electronic Released for Construction contract book and plans to the CITY.

Walt Smyser
 July 8, 2019
 Page 4

CONSTRUCTION ADMINISTRATION

MEAD & HUNT will attend a pre-construction meeting, monthly coordination meetings, and final inspection meeting. This task will also include construction contract administration for the processing of pay requests, change orders, and final punch list items.

INSPECTION SERVICES

MEAD & HUNT will supply a fully qualified resident project representative (RPR) for part time inspection for the duration of the project, as the CITY desires. The RPR will observe the construction activities, verify conformance with contract documents, review/observe all required tests, maintain a detailed log including red-line construction drawings, field verify all work quantities, collects/forwards complaints, and field direct the contractor as necessary. Quality control will be completed by a Certified Inspection Supervisor and the Project Manager in the form of field visits and work product review.

PROPOSED FEES

MEAD & HUNT shall complete the above services for a total price of **\$27,722**. All fees except for RPR effort and project reimbursables shall be lump sum. RPR time will be billed at an hourly rate for actual hours expended. It is estimated the project will require 60 hours of inspection time or an average of 20 hours per week for three (3) weeks.

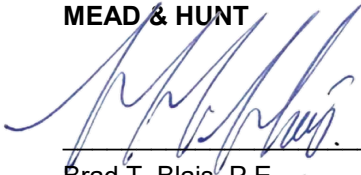
Design	\$10,608	Lump Sum
Bidding	\$3,002	Lump Sum
Construction Administration	\$8,452	Lump Sum
Resident Project Representative (RPR)	\$5,160	Time & Expense
Project Reimbursables	<u>\$500</u>	Actual Cost
TOTAL	\$27,722	

EXCLUSIONS

This scope of services does not include any wetland permitting, or hazardous material assistance.

Walt Smyser
 July 8, 2019
 Page 5

MEAD & HUNT



Brad T. Blais, P.E.

City of Holly Hill, Florida

Date

July 8, 2019
 Date

“PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC., MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.”

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S (MEAD & HUNT, INC.’s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF HOLLY HILL, 1065 RIDGEWOOD AVENUE, HOLLY HILL, FL 32117, City Clerk, Valerie Manning, (386) 248-9441, vmanning@hollyhillfl.org.



Quentin L. Hampton Associates
Civil and Environmental Engineers
A Mead & Hunt Company

July 10th, 2017

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

RE: Services Agreement for General **Engineering Services** with Quentin L. Hampton Associates, Inc.

CONTRACT ASSIGNMENT

WHEREAS, Mead & Hunt, Inc. (Mead & Hunt) has merged with Quentin L. Hampton, Associates, Inc. (QLH) and has retained employees of QLH as of June 30, 2017;

WHEREAS, The City of Holly Hill and QLH has entered into an (Agreement) for engineering services dated December 4th, 2015; and

WHEREAS, QLH wishes to assign its duties under the Agreement by written consent from The City of Holly Hill; to Mead & Hunt; and

NOW, THEREFORE, effective June 30, 2017 all rights, title and interest in the Agreement between The City of Holly Hill and QLH is hereby assigned and transferred to Mead & Hunt. Mead & Hunt accepts said assignment and agrees to perform the remaining obligations of QLH under the Agreement with the retained employees of QLH. Mead & Hunt shall be entitled to all monies remaining to be paid under the Agreement, which right is also assigned hereunder. All other terms and conditions shall remain in full force and effect.

This Agreement supersedes all previous negotiations, commitments, or any other Agreement with respect to the matter hereof.

Approved:

Approved:

Accepted:

City of Holly Hill

Quentin L. Hampton Associates, Inc.

Mead & Hunt, Inc.

By: *Joseph Forte*

By: *Brad Blais*

By: *Andrew J. Platz*

Name: Joseph Forte

Name: BRAD BLAIS

Name: Andrew J. Platz

Title: City Manager

Title: PRESIDENT

Title: President

The above person is authorized to sign for
Client and bind the Client to the terms
hereof.

Date: 8/23/17

Date: 7/6/17

Date: 8/23/17



Quentin L. Hampton Associates
Civil and Environmental Engineers
A Mead & Hunt Company

July 10th, 2017

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

RE: Transferring of Contract and associated projects from QLH to Mead & Hunt, Inc.

Dear Mr. Forte,

We are pleased to announce that Quentin L. Hampton, Associates, Inc. (QLH) has merged with Mead & Hunt, Inc. (Mead & Hunt) as of June 30, 2017. This merger will increase the service offerings and capabilities available to our clients, but will not change the personnel assigned to your projects or affect the personalized service you have come to expect from QLH. All QLH employees have been retained and their roles and terms of service have not changed. We are requesting to exercise the assignment terms of the current engineering services contract(s), as written.

Mead & Hunt, an employee-owned corporation, provides professional services in architecture, engineering, planning, and historic preservation to diverse markets including dams and hydropower, food and beverage processing, military, municipal infrastructure, renewable energy, transportation (aviation, highways and bridges) and water resources throughout the United States. Founded in 1900, the firm employs about 600 employees from more than 30 offices located across the nation.

Please find enclosed two Contract Assignments for your signature. Please sign and return in the self-addressed stamped envelope and keep one for your records. If you have any questions regarding the Contract Assignment, please call Dawn Zanto at (608) 273-6380.

Thank you for your immediate attention in this matter.

Sincerely,

A blue ink signature of Brad T. Blais, consisting of stylized, overlapping loops and strokes.

Brad T. Blais, P.E.

Enclosure: Contract Assignment

SECTION 6 Services Agreement

CITY OF HOLLY HILL
SERVICES AGREEMENT FOR
GENERAL ENGINEERING SERVICES
With **QUENTIN L. HAMPTON ASSOCIATES, INC.**
(REQUEST FOR QUALIFICATION RFQ-ENG-15-01)

THIS AGREEMENT is made and entered into this 4TH day of DEC, 2015, by and between <<consultant>>, a Florida corporation authorized to do business in the State of Florida, with its principal place of business at <<consultant address>>, hereinafter referred to as the CONSULTANT whose Federal I.D. number is 59-1221261, and City of Holly Hill, a Municipal Corporation of the State of Florida, by and through its Commissioners, whose principal place of business is at 1065 Ridgewood Ave., Holly Hill, Florida 32117, holding tax exempt status, hereinafter referred to as "CITY".

The CITY and the CONSULTANT are collectively referred to herein as the "parties".

WITNESSETH:

WHEREAS, the CITY desires to retain the professional services of the CONSULTANT; for the work identified in the Request For Qualifications (RFQ) and description of services outlined in Exhibit A; and

WHEREAS, the CONSULTANT has submitted a proposal for provision of those services; and

WHEREAS, the CITY desires to employ the CONSULTANT for the performance to support the activities, programs, and projects of the CITY upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing and providing such services upon said terms and conditions; and

WHEREAS, the CONSULTANT hereby warrants and represents to the CITY that it is competent and otherwise able to provide professional and high quality services to the CITY; and

WHEREAS, all submissions submitted by the CONSULTANT in the Qualifications/RFQ submitted to the CITY are hereby incorporated to the extent not inconsistent with the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

TABLE OF CONTENTS

SECTION 1: DEFINITIONS	3
SECTION 2: CAPTIONS	4
SECTION 3: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT	4
SECTION 4: NO GENERAL CITY OBLIGATION	4
SECTION 5: CONSULTANT UNDERSTANDING OF SERVICES REQUIRED	5
SECTION 6: GENERAL PROVISIONS	5
SECTION 7: CODES AND DESIGN STANDARDS	6
SECTION 8: SUB CONSULTANTS	6
SECTION 9: ASSIGNABILITY	7
SECTION 10: COMMENCEMENT / IMPLEMENTATION SCHEDULE OF AGREEMENT	7
SECTION 11: LENGTH OF AGREEMENT	7
SECTION 12: DESCRIPTION OF SERVICES	7
SECTION 13: CONSULTANT RESPONSIBILITIES	8
SECTION 14: CITY RIGHTS AND RESPONSIBILITIES	10
SECTION 15: WAIVER	12
SECTION 16: FORCE MAJEURE	12
SECTION 17: STANDARDS OF CONDUCT	12
SECTION 18: NOTICES	14
SECTION 19: DESIGNATED REPRESENTATIVES	14
SECTION 20: WORK ORDERS	15
SECTION 21: CHANGE ORDERS	16
SECTION 22: COMPENSATION	17
SECTION 23: INVOICE PROCESS	17
SECTION 24: TERMINATION OF AGREEMENT	18
SECTION 25: TERMINATION BY CONSULTANT FOR CAUSE	19
SECTION 26: TERMINATION BY THE CITY WITHOUT CAUSE	19
SECTION 27: PAYMENT IN THE EVENT OF TERMINATION	19
SECTION 28: ACTION FOLLOWING TERMINATION	20
SECTION 29: SUSPENSION	20
SECTION 30: ALTERNATIVE DISPUTE RESOLUTION (ADR)	20
SECTION 31: SEVERABILITY	20
SECTION 32: CONTROLLING LAWS/VENUE / INTERPRETATION	21
SECTION 33: INDEMNITY	21
SECTION 34: INSURANCE	22
SECTION 35: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION	23
SECTION 36: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS	24
SECTION 37: COUNTERPARTS	25
SECTION 38: SUBMITTALS	25
SECTION 39: MAINTENANCE OF RECORDS	25
SECTION 60: OWNERSHIP OF DOCUMENTS	25
SECTION 41: EXHIBITS	26
SIGNATURES	26

SECTION 1: DEFINITIONS.

Ad valorem - In proportion to the estimated value of the goods taxed.

Agreement – This document and all subsequent Work Orders between the CITY and CONSULTANT. Each Exhibit, as identified below, even if not physically attached, shall be treated as if they were part of this Agreement. The effective date of this Agreement is the date this document is signed by both parties.

Billing Period – The period of time between project commencement to the close of the current period, (inclusive); or from the close of the previous billing period, (exclusive), to the close of the current period, usually concurrent with the month. In no case shall this period be less than one calendar month except for the final Billing Period.

Bona Fide - Made or carried out in good faith; sincere.

CITY – The CITY of Holly Hill, a municipal corporation of the State of Florida holding tax exempt status.

CONSULTANT - To include all principals of the CONSULTANT including, but not limited to, full and part time employees, professional or otherwise, and all other agents employed by or for CONSULTANT to perform its obligations hereunder.

Description of Services - Shall be written in paragraph form reasonably describing those services the CITY can expect the CONSULTANT to provide. The description shall be written in such a manner that the type of service is clearly provided, but broad enough that all services reasonably expected of the CONSULTANT, including services provided by partners, sub CONSULTANTS, and other supporting professionals, can be provided to the CITY.

Designated Representative – A person who administers, reviews, and coordinates the provision of services. This definition applies equally to the CITY and to the CONSULTANT.

Force Majeure - Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Agreement is beyond the control and without the fault or negligence of the party seeking relief under this Agreement.

Law - Said phrase shall include statutes, codes, rules, and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

Pari Materia – of the same matter; on the same subject. Laws pari materia must be construed with reference to each other/together when related to the same matter or subject. The provisions of a contract/agreement are to be construed together with no isolated construction of a particular provision such that it would defeat the overall intent of the contract/agreement.

Submittals – Any item required by this agreement that the CONSULTANT must provide the CITY either for inclusion as part of this agreement or not.

Type of Service – Engineering Services of a professional nature in accordance with the controlling provisions of law,

Work Order - A detailed description of quantities, services, and a completion schedule provided issued by the CITY on its approved form which, on occasion, may contain documents published on CONSULTANT letterhead describing all work associated with the service to be provided by the CONSULTANT to the CITY for an agreed price referencing this Agreement by title and date.

SECTION 2: CAPTIONS.

The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

SECTION 3: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.

- a) This Agreement, together with the Exhibits, constitutes the entire integrated Agreement between the CITY and the CONSULTANT and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits attached, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence, and statements, whether written or oral.
- b) This Agreement may only be amended, supplemented, or modified by a formal written amendment.
- c) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.
- d) The Exhibits made part of this Agreement are as follows:
 - Exhibit A - Scope of Services
 - Exhibit B - Certificates Insurance
 - Exhibit C - Draft CITY Work Order Form
 - Exhibit D - ADA Form
 - Exhibit E - Price Schedule
 - Exhibit F - Business Tax Receipt
 - Exhibit G - W-9
 - Exhibit H - Request for Qualifications RFQ-ENG-15-01
 - Exhibit I - CONSULTANT Submittal under RFQ-ENG-15-01

SECTION 4: NO GENERAL CITY OBLIGATION.

- a) In no event shall any obligation of the CITY under this Agreement be or constitute a general obligation or indebtedness of the CITY, a pledge of the ad valorem taxing power of the CITY or a general obligation or indebtedness of the CITY within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds
- b) The CONSULTANT shall not have the right to compel the exercise of the ad valorem taxing power of the CITY.

SECTION 5: CONSULTANT UNDERSTANDING OF SERVICES REQUIRED

- a) Execution of this Agreement by the CONSULTANT is a representation that the CONSULTANT is familiar with local conditions and with the services to be performed. The CONSULTANT shall make no claim for additional time or money based upon its failure to comply with this Agreement. The CONSULTANT has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services and/or goods described in this Agreement and to be identified in the Work Orders, and that it is well acquainted with the components that are properly and customarily included within such projects and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. Execution of a Work Order shall be an affirmative and irrefutable representation by the CONSULTANT to the CITY that the CONSULTANT is fully familiar with any and all requisite work conditions of the provisions of the services.
- b) The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the parties have relied.
- c) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONSULTANT (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONSULTANT is to be and shall remain forever an independent CONSULTANT with respect to all services performed under this Agreement.
- d) Persons employed by the CONSULTANT in the provision and performance of the services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.

SECTION 6: GENERAL PROVISIONS.

- a) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for the CONSULTANT certifies/certify that he/she/they is/are authorized to bind the CONSULTANT fully to the terms of this Agreement.
- b) This Agreement is for services pertaining to various Engineering and related services needed for the CITY's operations as set forth herein and as otherwise directed by the CITY to include all labor and materials that may be required.
- c) The CONSULTANT acknowledges that the CITY may retain other CONSULTANTS to provide the same types of services for CITY projects. The CITY reserves the right to select which CONSULTANT shall provide services for CITY projects.
- d) The CONSULTANT acknowledges that the CITY has retained other CONSULTANTS and the coordination between said CONSULTANTS and the CONSULTANT may be

necessary from time to time for the successful completion of each Work Order. The CONSULTANT agrees to provide such coordination as necessary.

- e) The CONSULTANT agrees to provide and ensure coordination between goods/ services providers.
- f) Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement to include, but not be limited to, each Work Order. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement and each Work Order.
- g) CONSULTANT shall maintain an adequate and competent staff or professionally qualified persons throughout the performance of this Agreement to ensure acceptable and timely completion of each Work Order.
- h) Requirements for signing and sealing plans, reports, and documents prepared by the CONSULTANT shall be governed by the laws and regulations of Volusia County and State Regulatory agencies.
- i) The CONSULTANT hereby guarantees the CITY that all material, supplies, services, and equipment as listed on a Purchase Order meet the requirements, specifications, and standards as provided for under the Federal Occupations Safety and Health Act of 1970, from time to time amended and in force on the date hereof.
- j) No claim for services furnished by the CONSULTANT not specifically provided for herein shall be honored by the CITY.

SECTION 7: CODES AND DESIGN STANDARDS

- a) All the services to be provided or performed by the CONSULTANT shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any Federal, State, or local regulatory agencies.
- b) The CONSULTANT shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement.

SECTION 8: SUB CONSULTANTS.

- a) Any CONSULTANT proposed Sub CONSULTANT shall be submitted to the CITY for written approval prior to the CONSULTANT entering into a subcontract. Sub CONSULTANT information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment, and insurance certifications.
- b) The CONSULTANT shall coordinate the provision of services and work product of any CITY approved sub CONSULTANT and remain fully responsible for such services and work under the terms of this Agreement.
- c) Any subcontract shall be in writing and shall incorporate this Agreement and require the sub CONSULTANTS to assume performance of the CONSULTANT duties commensurately with the CONSULTANT's duties to the CITY under this Agreement, it being understood that

nothing herein shall in any way relieve the CONSULTANT from any of its duties under this Agreement. The CONSULTANT shall provide the CITY with executed copies of all subcontracts.

SECTION 9: ASSIGNABILITY.

The CONSULTANT shall not sublet, assign, or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

SECTION 10: COMMENCEMENT / IMPLEMENTATION SCHEDULE OF AGREEMENT.

- a) The CONSULTANT shall commence the provision of services as described in this Agreement immediately upon execution of this Agreement and issuance of a Work Order.
- b) The CONSULTANT and the CITY agree to make every effort to adhere to the schedules established for the various Work Orders as described in each Work Order. However, if the CONSULTANT is delayed at any time in the provision of services by any act or omission of the CITY, or of any employee of the CITY, or by any other CONSULTANT employed by the CITY, or by changes ordered by the CITY, or by strikes, lock outs, fire, unusual delay in transportation, unavoidable casualties, or any other causes of Force Majeure not resulting from the inactions or actions of the CONSULTANT and beyond the CONSULTANT's control which would not reasonably be expected to occur in connection with or during performance or provision of the services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. It is further expressly understood and agreed that the CONSULTANT shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 11: LENGTH OF AGREEMENT.

- (a). The term of this Contract is five (5) years commencing on the date of full execution of this Contract by the parties.
- (b). The CONTRACTOR services shall begin upon written notification to proceed by the CITY.
- (c). CONTRACTOR services shall be on a work order basis and may include matters such as serving as an expert witness.
- (d). Subsequent to the conclusion of the initial five (5) year term, this Contract may be renewed by the City Manager for an additional two (2), one (1) year periods. Should the CITY wish to not have this Contract renewed for any year, the CITY shall provide written notice to the CONTRACTOR ninety (90) days prior to the ending date.

SECTION 12: DESCRIPTION OF SERVICES.

- a) The CONSULTANT agrees to perform diverse engineering services for the CITY relating to various projects of the CITY. The Description of Services is further and more specifically outlined in Exhibit A.

- b) The CONSULTANT shall diligently and in a professional and timely manner perform and provide the services outlined herein or as included in each subsequently entered Work Order. Unless modified in writing by the parties hereto, the duties of the CONSULTANT shall not be construed to exceed the provision of the services pertaining to this Agreement.
- c) The CITY and CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during the performance of the Work Orders that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as a Change Order in accordance with Section 20. The Work Orders may contain additional instructions or provide specifications upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 13: CONSULTANT RESPONSIBILITIES.

- a) CONSULTANT, in representing CITY, shall promote the best interest of CITY and assume towards CITY a duty of the highest trust, confidence, and fair dealing.
- b) The CONSULTANT agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida and in Broward County, Florida, including, but not limited to, all licenses required by the respective State boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONSULTANT pursuant to this Agreement.
- c) The CONSULTANT agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.
- d) The CONSULTANT has represented to the CITY that it has expertise in the type of professional services that will be required for the services to be provided hereunder. The CONSULTANT agrees that all services to be provided by CONSULTANT pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONSULTANT hereunder. In the event of any conflicts in these requirements, the CONSULTANT shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.
- e) The CONSULTANT shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by the CONSULTANT under this Agreement as well as the conduct of its staff, personnel, employees, and agents. The CONSULTANT shall work closely with the CITY on all aspects of the provision of the services. With respect to services, the CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONSULTANT under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors or

deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

- f) The CONSULTANT agrees to employ and designate, in writing, within five (5) calendar days after receiving its Notice to Proceed, a qualified licensed professional to serve as the CONSULTANT's project manager (hereinafter referred to as the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement. The CONSULTANT agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the CONSULTANT hereunder. The person selected by the CONSULTANT to serve as the Project Manager shall be subject to the prior approval and acceptance of the CITY.
- g) CONSULTANT agrees, within fourteen (14) calendar days of receipt of a written request from the CITY, to promptly remove and replace the Project Manager, or any other personnel employed or retained by the CONSULTANT, or any sub-consultants or subcontractors or any personnel of any such sub-consultants or subcontractors engaged by the CONSULTANT to provide and perform services or work pursuant to the requirements of this Agreement, whom the CITY shall request in writing to be removed, which request may be made by the CITY with or without cause.
- h) Neither CITY review, approval, or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. The CONSULTANT shall be and shall remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONSULTANT's negligent or improper performance or failure to perform any of the services furnished under this Agreement.
- i) The rights and remedies of the CONSULTANT, provided for under this Agreement, are in addition to any other rights and remedies provided by law.
- j) In the event the CONSULTANT fails to comply with the terms and conditions of this Agreement, the CITY shall notify the CONSULTANT's Designated Representative in writing so that the CONSULTANT may take remedial action.
- k) Time is of the essence in the performance of all services provided by the CONSULTANT under the terms of this Agreement and each and every Work Order.
- l) CONSULTANT agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONSULTANT's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONSULTANT hereunder, and CONSULTANT shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this paragraph.
- m) CONSULTANT agrees to certify all estimates of construction costs and Project completion dates prepared by the CONSULTANT. Said certifications shall be in a form approved by the CITY.

- n) Evaluations of the CITY's Project budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the CONSULTANT represent the CONSULTANT's best judgment as a design professional familiar with the construction industry. Prior to authorizing the CONSULTANT to proceed with preparation of the Final Design, the CITY may establish and communicate to the CONSULTANT a maximum sum for the cost of construction of the Project ("Maximum Cost Limit"). If the CITY has not advertised for bids within ninety (90) days after the CONSULTANT submits the Final Design to the CITY, the estimate of the cost of construction may be adjusted. The CONSULTANT cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the CONSULTANT. Notwithstanding anything above to the contrary, the CITY may require the CONSULTANT to revise and modify Construction Documents and assist in the re-bidding of the Work at no additional cost to the CITY if all responsive and responsible bids received exceed the Maximum Cost Limit.
- o) CONSULTANT shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors.

SECTION 14: CITY RIGHTS AND RESPONSIBILITIES.

- a) The CITY shall furnish a Designated Representative to act as CITY's representative with respect to the services to be rendered under this Agreement (hereinafter referred to as the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to CONSULTANT's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONSULTANT that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:
 - (1) The time the CONSULTANT is obligated to commence and complete all such services; or
 - (2) The amount of compensation the CITY is obligated or committed to pay the CONSULTANT.
- b) The Project Coordinator shall:
 - (1) Review and make appropriate recommendations on all requests submitted by the CONSULTANT for payment for services and work provided and performed in accordance with this Agreement;
 - (2) Provide all criteria and information requested by CONSULTANT as to CITY's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;
 - (3) Upon request from CONSULTANT, assist CONSULTANT by placing at CONSULTANT's disposal all available information in the CITY's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project
 - (4) Arrange for access to and make all provisions for CONSULTANT to enter the Project site to perform the services to be provided by CONSULTANT under this Agreement; and

- (5) Provide notice to CONSULTANT of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by CONSULTANT hereunder.
- c) CITY shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for a project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.
 - d) The CITY shall reasonably cooperate with the CONSULTANT in a timely fashion at no cost to the CONSULTANT as set forth in this Section.
 - e) The CITY shall make CITY personnel available where, in the CITY's opinion, they are required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely at the discretion of the CITY.
 - f) The CITY shall furnish the CONSULTANT with existing data, records, maps, plans, specifications, reports, fiscal data, and other planning information that is available in the CITY's files that is necessary or useful to the CONSULTANT for the performance of the Work. All such documents conveyed by the CITY shall be, and remain the property of, the CITY and shall be returned to the CITY upon completion of the Work to be performed by the CONSULTANT.
 - g) The CITY shall examine all CONSULTANT reports, sketches, drawing, estimates, Qualifications, and other documents presented to the CITY and indicate the CITY's approval or disapproval within a reasonable time so as not to materially delay the provisions of the services of the CONSULTANT.
 - h) The CITY shall provide access to and make provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT within a reasonable time to perform work as necessary to complete the Work Order. The CONSULTANT acknowledges that access to a project site, to be arranged by CITY for CONSULTANT, may be provided during times that are not the normal business hours of the CONSULTANT.
 - i) The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Agreement.
 - j) The CITY shall give written notice to the CONSULTANT whenever the CITY designated representative knows of a development that affects the services provided and performed under this Agreement, timing of the CONSULTANT's provision of services, or a defect or change necessary in the services of the CONSULTANT.
 - k) The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law; the CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Agreement.
 - l) The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Agreement or the responsibilities of the CONSULTANT in carrying out the duties and responsibilities deriving from this Agreement.

- m) The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.
- n) Neither the CITY's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor or any cause of action arising out of the performance of this Agreement and the CONSULTANT shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONSULTANT's negligent or wrongful provision or performance of any of the services furnished under this Agreement.
- o) All deliverable analysis, reference data, survey data, plans and reports, or any other form of written instrument or document that may result from the Consultant's services or have been created during the course of the CONSULTANT's performance under this Agreement shall become the property of the CITY after final payment is made to the CONSULTANT.
- p) In the event the CITY fails to comply with the terms and conditions of this Agreement, the CONSULTANT shall notify the CITY's Designated Representative in writing so that the CITY may take remedial action.

SECTION 15: WAIVER.

The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 16: FORCE MAJEURE.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure.

SECTION 17: STANDARDS OF CONDUCT.

- a) The CONSULTANT warrants that it has not employed or retained any company or person, other than a Bona Fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual, or firm other than a Bona Fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.
- b) If the CITY determines that any employee or representative of the CONSULTANT is not satisfactorily performing his or her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, the CITY shall so notify the CONSULTANT, in writing. The CONSULTANT shall immediately remove such employee or representative of the CONSULTANT from such assignment.

- c) The CONSULTANT hereby certifies (in writing) that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONSULTANT, or any interest in property that the CONSULTANT may have. The CONSULTANT further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Agreement.
- d) The CONSULTANT shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.
- e) The CITY shall not intentionally award publicly-funded contracts to any CONSULTANT who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationality Act (INA)]. The CITY shall consider the employment by the CONSULTANT of unauthorized aliens, a violation of Section 274A (e) of the INA. Such violation by the CONSULTANT of the employment provisions contained in Section 274A (e) of the INA shall be grounds for immediate termination of this Agreement by the CITY.
- f) The CONSULTANT shall comply with the requirements of the Americans with Disabilities Act (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.
- g) The CONSULTANT shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection, or discrimination.
- h) If the CONSULTANT or an affiliate is placed on a discriminatory vendor list, such action may result in termination by the CITY. The CONSULTANT shall certify, upon request by the CITY that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.
- i) If the CONSULTANT or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination by the CITY. The CONSULTANT shall certify, upon request by the CITY, that is qualified to submit a bid under Section 287.133, Public Entity Crime, (2)(a), Florida Statutes.
- j) The CONSULTANT shall certify, upon request by the CITY, that the CONSULTANT maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.
- k) The CONSULTANT agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the services provided to the CITY. The CONSULTANT agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment safety, environmental and health laws.

- l) If applicable, in accordance with Section 216.347, Florida Statutes, the CONSULTANT shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the Judicial Branch, or State Agency.
- m) The CONSULTANT shall not publish any documents or release information regarding this Agreement to the media without prior approval of the CITY.
- n) The CONSULTANT shall ensure that all services are provided to the CITY after the CONSULTANT has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.
- o) The CONSULTANT shall ensure that all taxes due from the CONSULTANT are paid in a timely and complete manner including, but not limited to, occupational license tax.

SECTION 18: NOTICES.

- a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.
- b) For the present, the parties designate the following as the representative places for giving of notice, to-wit:
 - (1). For the CITY:
Joseph Forte, City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117
(386)248-9425
 - (2). For the CONSULTANT:
Brad T. Blais, P.E., President
Quentin L. Hampton Associates, Inc.
PO Drawer 290247
Port Orange, FL 32129
Telephone Number: (386) 761-6810
E-mail Address: bblais@qlha.com
- c) Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONSULTANT agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice, or any other grounds as a substitute for the failure of the CONSULTANT to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

SECTION 19: DESIGNATED REPRESENTATIVES.

- a) The City Manager, or his designated representative, represents the CITY in all matters pertaining to and arising from the work and the performance of this Agreement.
- b) The City Manager or his designated representative shall have the following responsibilities:
 - (1) Examination of all work and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT;
 - (2) Transmission of instructions, receipt of information, and interpretation and definition of CITY's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;
 - (3) Giving prompt written notice to the CONSULTANT whenever the CITY knows of a
- c) Until further written notice, the CITY's Designated Representative for this Agreement is:

City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32164
Telephone Number: (386) 248-9425
- d) Prior to start of any work under this Agreement, the CONSULTANT shall submit to the CITY detailed resumes of key professional personnel that will be involved in performing services described in the work. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the CONSULTANT desires to change key professional personnel in an active assignment, it shall submit the Qualifications of the new professional personnel to the CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.
- e) Until further written notice, the CONSULTANT's Designated Representative for this Agreement is:

Brad T. Blais, P.E., President
Quentin L. Hampton Associates, Inc.
PO Drawer 290247
Port Orange, FL 32129
Telephone Number: (386) 761-6810
E-mail Address: bblais@qlha.com

SECTION 20: WORK ORDERS.

- a) The provision of services to be performed under this Agreement may commence immediately upon the execution of a Work Order as directed and determined by the CITY. Services to be provided by the CONSULTANT to the CITY shall be negotiated between the CONSULTANT and the CITY. Each Work Order shall reference this agreement by title and date, include a detailed description of quantities, services, and a completion schedule,

and will be provided on CONSULTANT letterhead. Services described in said Work Order will commence upon the issuance of a CITY Notice-To-Proceed.

- b) If the services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The CONSULTANT shall perform all services required by the Work Order but in no event shall the CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein.
- c) The CONSULTANT and the CITY agree to make every effort to adhere to the schedule established for the various Work Orders described in the Work Order.
- d) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, the CONSULTANT shall perform all work required by the Work Order; but in no event shall the CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Order.
- e) For Work Orders issued on a "Fixed Fee Basis," the CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.
- f) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONSULTANT may invoice the amount due for actual work hours performed; but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.
- g) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes. If the CITY determines that work is substantially complete and the amount retained, if any, is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.
- h) or Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONSULTANT may invoice the amount due for services actually performed and completed. The CITY shall pay the CONSULTANT one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

SECTION 21: CHANGE ORDERS.

- a) The CITY may revise the Description of Services set forth in any particular Work Order.
- b) Revisions to any Work Order shall be authorized in writing by the CITY as a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. The Change Orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. An Agreement between the parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and

to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONSULTANT schedule.

- c) If instructed by the CITY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The CONSULTANT must submit for CITY approval a revised Qualification with a revised fee quotation. Additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the work by Change Order to the Work Order.

SECTION 22: COMPENSATION.

- a) Compensation to the CONSULTANT for the services performed on each Work Order shall be as set forth the Work Order/Change Order or as set forth in Exhibit C which enumerates hourly rates and other charges of the CONSULTANT. The initial fee for the subject Project shall be as subsequently negotiated by the parties.
- b) The CITY shall not pay for items such as gas, tolls, mileage, meals, etc. and other items not directly attributable to items produced for each Work Order. All such costs incurred within the Volusia County area or in transit from The CONSULTANT's servicing office and the CITY shall be considered non- reimbursable.
- c) Work performed by the CONSULTANT without written approval by the CITY's Designated Representative shall not be compensated. Any work performed by the CONSULTANT without approval by the CITY is performed at the CONSULTANT's own election.
- d) In the event the CITY fails to provide compensation under the terms and conditions of this Agreement, the CONSULTANT shall notify the CITY's Designated Representative in order that the CITY may take remedial action.
- e) Pricing has been calculated based on the current prices for the goods and/or services that are the subject of the RFQ. However, the market for the goods and/or services that pertain to this RFQ may be volatile on the basis of fuel costs and sudden and substantial price increases could occur. The CONSULTANT agrees to use its best efforts to obtain the lowest possible prices from fuel suppliers, but should there be a substantial and prejudicial increase in fuel prices for fuel that is purchased after execution of this Agreement which fuel prices directly and materially relate to the pricing of the goods and/or services provided for in this Agreement, the CITY agrees, upon written request from the CONSULTANT, to consider a reasonable adjustment to the prices set forth in this Agreement based upon the following index: Engineering News Record, Construction Cost Index, etc.. Any claim by the CONSULTANT for a price increase, as provided above, shall state, with specificity, the increased cost, the product in question, and the source of supply, and shall be supported by invoices or bills of sale and such other information as may be required by the CITY. Only one (1) such request from the CONSULTANT will be considered in each calendar year period. The decision of the CITY shall be final and non-appealable

SECTION 23: INVOICE PROCESS.

- a) Payments shall be made by the CITY to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONSULTANT shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing all services, a Project Status Report, the cost of the services, the name and address of the CONSULTANT, Work Order Number, Purchase Order Number, Contract Number and all other information required by this Agreement.
- b) Invoices which are in an acceptable form to the CITY and without disputable items will be processed for payment in accordance with the *Florida Prompt Payment Act*.
- c) The CONSULTANT will be notified by the CITY of any disputable items contained in invoices in accordance with the *Florida Prompt Payment Act* with an explanation of the deficiencies.
- d) The CITY and the CONSULTANT will make every effort to resolve all disputable items contained in the CONSULTANT's invoices.
- e) Each invoice shall reference this Agreement, the appropriate Work Order and Change Order if applicable, Purchase Order, the billing period, and include a Project Status Report for the period being billed.
- f) The *Florida Prompt Payment Act* shall apply.
- g) Invoices are to be forwarded directly to the designated project manager:

CITY of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

SECTION 24: TERMINATION OF AGREEMENT.

- a) The CITY may terminate this Agreement or any Work Order for convenience at any time for one or more of the reasons as follows:
 - (1) If, in the CITY's opinion, adequate progress under a Work Order is not being made by the CONSULTANT; or
 - (2) If, in the CITY's opinion, the quality of the services provided by the CONSULTANT is/are not in conformance with commonly accepted professional standards, standards of the CITY, the requirements of Federal or State regulatory agencies, and the CONSULTANT has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or
 - (3) The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT; or
 - (4) The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5) The CONSULTANT violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the CITY Code of Conduct.

- b) In the event of any of the causes described in this Section, the CITY's Designated Representative may send a certified letter requesting that the CONSULTANT show cause why the Agreement or any Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within fourteen calendar days of the receipt of the letter, the CITY may consider the CONSULTANT to be in default, and may immediately terminate this Agreement or any Work Order in progress under this Agreement.
- c) In the event that this Agreement or a Work Order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by the CONSULTANT.

SECTION 25: TERMINATION BY CONSULTANT FOR CAUSE.

- a) The CONSULTANT may terminate this Agreement if:
 - (1) The CITY materially fails to meet its obligations and responsibilities as contained in Section 14; CITY Rights and Responsibilities; or
 - (2) The CITY fails to pay the CONSULTANT in accordance with this Agreement.
- b) In the event of either of the causes described in Subsection (a), the CONSULTANT shall send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the CONSULTANT within fourteen calendar days of the receipt of said show cause notice, the CONSULTANT may consider the CITY to be in default, and may immediately terminate this Agreement.

SECTION 26: TERMINATION BY THE CITY WITHOUT CAUSE.

- a) Notwithstanding any other provision of this Agreement, the CITY Manager shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate any specific Work Order without cause, if such termination is deemed by the CITY to be in the public interest, provided that thirty (30) calendar days prior written notice is given to the CONSULTANT of the CITY's intent to terminate.
- b) In the event that this Agreement is terminated, the CITY shall identify any specific Work Order(s) being terminated and the specific Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.
- c) This Agreement will remain in full force and effect as to all authorized Work Order(s) that is/are to be continued to completion.

SECTION 27: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Agreement or any Work Order is terminated or canceled prior to final completion payment for the unpaid portion of the services provided by the CONSULTANT to the date of termination and any additional services shall be paid to the CONSULTANT.

SECTION 28: ACTION FOLLOWING TERMINATION.

Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue the provision of all services, unless the notice provides otherwise.

SECTION 29: SUSPENSION.

- a) The performance or provision of the CONSULTANT services under any Work Order under this Agreement may be suspended by the CITY at any time.
- b) In the event the CITY suspends the performance or provision of the CONSULTANT's services hereunder, the CITY shall so notify the CONSULTANT in writing. Such suspension becoming effective upon the date stated in the notice. The CITY shall pay to the CONSULTANT within thirty days all compensation which has become due to and payable to the CONSULTANT to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONSULTANT for the suspended provision of services unless and until the CITY's designated representative notifies the CONSULTANT in writing that the provision of the services of the CONSULTANT called for hereunder are to be resumed by the CONSULTANT.
- c) Upon receipt of written notice from the CITY that the CONSULTANT's provision of services hereunder are to be resumed, the CONSULTANT shall continue to provide the services to the CITY.

SECTION 30: ALTERNATIVE DISPUTE RESOLUTION (ADR).

- a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.
- b) The CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONSULTANT had knowledge and failed to present during the CITY procedures.
- c) In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 31: SEVERABILITY.

- a) If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

- b) All provisions of this Agreement shall be read and applied in Pari Materia with all other provisions hereof.
- c) Violation of this Agreement by the CONSULTANT is recognized by the parties to constitute irreparable harm to the CITY.

SECTION 32: CONTROLLING LAWS/VENUE / INTERPRETATION.

- a) This Agreement is to be governed by the laws of the State of Florida.
- b) Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Volusia County, Florida.
- c) This Agreement is the result of bona fide arm's length negotiations between the CITY and the CONSULTANT and all parties have contributed substantially and materially to the preparation of the Contract. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 33: INDEMNITY

- a) The CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed by the CONSULTANT in the performance of the contract.
- b) CITY and CONSULTANT acknowledge that the conditions of any construction contract shall include language, satisfactory to the CITY's attorney, in which the contractor agrees to hold harmless and to defend CITY, its agents and employees from all suits and actions, including attorney's fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed thereunder.
- c) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.
- d) In claims against any person or entity indemnified under this Section by an employee of the CONSULTANT or its agents or sub CONSULTANTS, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or its agents or sub CONSULTANTS, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.
- e) The execution of this Agreement by the CONSULTANT shall obligate the CONSULTANT to comply with the indemnification provision in this Agreement; however, the CONSULTANT must also comply with the provisions of this Agreement relating to insurance coverage's.

SECTION 34: INSURANCE.

- a) The CONSULTANT shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the CITY and with only such terms and conditions as may be acceptable to the CITY:
 - (1) Workers Compensation/Employer Liability: The CONSULTANT shall provide Worker Compensation insurance for all employees engaged in the work under this Agreement in accordance with the laws of the State of Florida. Employers' Liability Insurance at limits not less than the following:
 - \$500,000 Each Accident
 - \$100,000 Disease Each Employee
 - (2) Comprehensive General Liability: The CONSULTANT shall provide coverage for all operations including, but not limited to, contractual, independent CONSULTANT, products and complete operations and personal injury with limits not less than the following:
 - \$1,000,000 Bodily Injury & Property Damage - each occurrence
 - \$1,000,000 Personal & Advertising Injury - each occurrence
 - \$2,000,000 General Aggregate
 - (3) Comprehensive Business Automobile Liability: The CONSULTANT shall provide complete coverage with a combined single limit of not less than \$1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.
 - (4) Professional Liability: The CONSULTANT shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 CSL or its equivalent, with a combined single limit of not less than \$1,000,000, protecting the CONSULTANT against claims of the CITY for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the CONSULTANT.
 - (5) Other Required Insurance Coverage: Where unusual operations are necessary to complete the work, such as Longshoremen and Harbor Workers' Exposures, use of aircraft or watercraft, use of explosives, and any high risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the CITY which may, thereupon, required additional insurance coverage's.
- b) All insurance other than Workers Compensation and Professional Liability that must be maintained by the CONSULTANT shall specifically include the CITY as an additional insured. All insurance minimum coverage's extend to any sub- CONSULTANT, and the CONSULTANT shall be responsible for all sub CONSULTANTS.
- c) The CONSULTANT shall provide Certificates of Insurance to the CITY evidencing that all such insurance is in effect prior to the issuance of the first Work Order under this Agreement. These Certificates of Insurance shall become part of this Agreement. Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve the CONSULTANT of the CONSULTANT's full responsibility

for performance of any obligation including the CONSULTANT's indemnification of the CITY under this Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall, as soon as the CONSULTANT has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to the CITY, the CONSULTANT shall be deemed to be in default of this Agreement.

- d) The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty days prior notice will be given to the CITY by submission of a new Certificate of Insurance.
- e) The CONSULTANT shall provide Certificate of Insurance directly to the CITY's Designated Representative. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification required by this Agreement.
- f) The CONSULTANT shall provide updated Certificate of Insurance form(s) directly to the CITY's Designated Representative upon renewal of any policy.
- g) Nothing in this Agreement or any action relating to this Agreement shall be construed as the CITY waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.
- h) The CITY shall not be obligated or liable under the terms of this Agreement to any party other than the CONSULTANT. There are no third party beneficiaries to this Agreement.
- i) The CONSULTANT is an independent CONSULTANT and not an agent, representative, or employee of the CITY. The CITY shall have no liability except as specifically provided in this Agreement.
- j) All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.

SECTION 35: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION

The CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONSULTANT, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued there under, and any and all requirements of Federal or State law related thereto.

SECTION 36: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS

- a) The CONSULTANT shall maintain books, records, documents, time and costs accounts, and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.
- b) The CONSULTANT shall maintain and allow access to the records required under this Section for a minimum period of five years after the completion of the provision or performance services under this Agreement and date of final payment for said services, or date of termination of this Agreement.
- c) The CITY reserves the right to unilaterally terminate this Agreement if the CONSULTANT refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and other applicable law, and made or received by the CONSULTANT in conjunction, in any way, with this Agreement.
- d) The CITY may perform, or cause to have performed, an audit of the records of the CONSULTANT before or after final payment to support final payment under any Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONSULTANT and the CITY subsequent to the close of the final fiscal period in which services are provided or performed. Total compensation to the CONSULTANT may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONSULTANT. Conduct of this audit shall not delay final payment as required by this Section.
- e) In addition to the above, if Federal, State, County, or other entity funds are used for any services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or the County of Volusia, or any representative, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.
- f) In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Agreement, the CONSULTANT shall refund such overpayment to the CITY within thirty days of notice by the CITY of the request for the refund.
- g) The CONSULTANT agrees to fully comply with all State laws relating to public records.
- h) The CONSULTANT agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

SECTION 37: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

SECTION 38: SUBMITTALS.

The following are items the CONSULTANT must submit to the CITY as stated in this Agreement:

1. Certificates of Insurance
 - a) Worker compensation insurance for all employees; Section 33, Paragraph (a)
 - b) Certificates of Liability Insurance; Section 33, Paragraph (a)
2. American with Disabilities Act; Section 16, Paragraph (f)
3. Price Schedule
4. Business Tax Receipt
5. Request for Taxpayer Identification Number and Certification IRS Form W-9

All provided to the CITY must be accurate and updated certifying the CONSULTANT is proceeding correctly.

SECTION 39: MAINTENANCE OF RECORDS

CONSULTANT will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by CONSULTANT for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. OWNER, or any duly authorized agents or representatives of OWNER, shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

SECTION 40: OWNERSHIP OF DOCUMENTS

Upon completion or termination of each Work Order, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by CONSULTANT under this Agreement shall be delivered to and become the property of CITY. CONSULTANT, at its own expense, may retain copies for its files and internal use. To the extent permitted by law, CITY agrees to indemnify and hold harmless CONSULTANT with respect to any claim, loss or damage, including attorney's fees incurred by CONSULTANT due to the CITY's use of said records, documents, tracings, plans, specifications, maps, evaluations, reports, computer disks and other technical data on some other project, unless such use is authorized by CONSULTANT.

With respect to and in consideration for the indemnification provided by CITY, CONSULTANT agrees to pay to CITY \$10.00, the sufficiency and receipt of which is acknowledged through the signing of this Agreement.

SECTION 41: EXHIBITS.

Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the CITY through its CITY Commission taking action on the _____ day of _____, _____, and the CONSULTANT signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:



Authorized Corporate Officer

CONSULTANT

By: 

Authorized Corporate Officer

Date: 11/12/15

As approved by the CITY Commission of the CITY of Holly Hill at its meeting of 10 day of NOVEMBER.

ATTEST:



Valerie Manning, City Clerk

CITY OF HOLLY HILL

By: 

Joseph A. Forte, City Manager

Date: 12-4-2015

EXHIBIT A

Scope of Services

GENERAL SCOPE OF SERVICES:

CONSULTANT shall provide to CITY professional engineering services in all phases of the work to which this General Engineering Services Agreement applies. The exact nature and magnitude of the required professional services cannot be defined precisely at the time of entering into this Agreement. The services to be performed by CONSULTANT will be set forth in the scope of services described in Work Orders to be issued by CITY from time to time. This shall include, at a minimum, the following services:

- Program Management Services
- Special Services such as Feasibility Studies and Planning
- Stormwater Management Design
- Paving and Drainage Improvements
- Roadway and Enhancement Project Design including FDOT or County related projects
- Traffic Engineering
- Construction Design, Contract Administration, Engineering and Inspection
- Public Works Permitting and Inspections
- Wastewater Treatment Plant, pump station and collection system design
- Water Treatment Plant and distribution system design
- Electrical/Electronic/SCADA system upgrades
- Property, Boundary, Easements, R/W, Topographic, and Utility surveys
- Site Plan Review
- Other miscellaneous professional services that the city may desire

SERVICES

The scope of this Contract includes, but is not limited to:

Program Management Services

- Assist with program and project prioritization including benefit/cost analysis, preparation of business cases and related financial analysis.
- Provide support of scope management, cost management (including earned value management), schedule management, risk analysis, communications management, stakeholder management, and other related duties.
- Assist in quality management including the creation and oversight of a new internal Quality Assurance and Quality Control Process. Perform quality control, including constructability reviews, for design document submittals, including work performed by other Consultants.
- Assist in the creation and oversight of a Change Management System for all proposed scope changes, additional budget requests, consultant additional fee requests, etc.
- Assist in the management of the existing Purchasing Contracts including analysis and reporting of proper contract usage and Consultant rotation (for Master Contracts).
- Assist in the creation of Scope documents, special Contract Provisions, Project Concept Reports, Request for Proposal (RFP) documents and other related documents for new Professional Services Contracts.
- Assist in the creation of documents required for Purchasing Construction Projects.
- Assist in the tracking of work orders and contract expirations and required financial related amendments.

- Prepare project schedules, costs estimates and value engineering analysis and/or review this information that is provided to the CITY by others as needed.
- Present/ provide public meeting support.
- Preparing official minutes for project related meetings for the City of Holly Hill's approval and dissemination.
- Assist with conducting man-hour costs and project schedule negotiations with Consultants.
- Provide Value Engineering services as requested.
- Provide Structural Engineering review services and expertise as needed.
- Research Engineering related topics as needed and provide related technical summaries of requested information.
- Provide expertise in a variety of other Engineering topics as requested.
- Provide Utility Coordination and support, including pre-construction coordination, related to all Capital Projects.
- Serve as a liaison for FDOT or Volusia County projects within the City of Holly Hill as needed.
- Provide temporary in-house program management staff, if requested, on a part-time or full-time basis.

Planning Support

- Prepare various concept and feasibility studies for Capital Projects as needed.
- Analyze alternative design concepts and prepare technical reports as needed.
- Perform transportation planning and traffic operations studies for various projects as needed.
- Prepare Complete Street or Context Sensitive Design studies as needed.
- Provide review of Project Development and Environment (PD&E) studies being performed within the city.

Design Support

- As requested, furnish expertise, labor and resources in preparing complete code compliant sets of construction contract documents, plans, specifications and special provisions as needed for Capital Projects. These projects include, but are not limited to, roadway, sidewalk, trail, stormwater and/or water quality, buildings, landscaping/irrigation, water/wastewater treatment plant, water distribution, wastewater collections, and well field projects.
- Provide Survey and Mapping services as needed to complete the required design services.
- Provide any post design services and/or plan update services as needed to include record drawings and as-built drawings.
- Attend meetings as necessary and provide any related Public Information support.
- Prepare Maintenance of Traffic (MOT) plans as needed and/or provide the review of MOT plans prepared by others.
- Prepare Landscape Design plans as needed and/or review Landscape Plans prepared by others.
- Provide Geotechnical Engineering support as needed.
- Provide other services as needed related to the Design elements of related Capital Projects.

Construction Engineering and Inspection Services

- Conducting and/or attending preconstruction meetings.
- Review and approval of shop drawings, products, etc.
- Preparation of change orders.
- Construction contract administration.
- Construction engineering and inspection services.
- Coordination/provision of record drawings and as-built drawings.

- Construction services for FDOT funded projects which must follow FDOT guidelines.
- Additional engineering services as may be required during the course of construction.

Grant Funding Support

- Assist in preparation of various grant applications and associated documents for Public Works Department related grants.
- Assist in coordination with the Florida Department of Transportation for LAP projects and assist in the preparation of the necessary forms and related documents.
- Assist with duties related to the various committees at the River to Sea Transportation Planning Organization (TPO), including review of agenda packet technical information, preparation of Prioritized Project Lists, creation of new project applications, preparation of presentations and other associated duties.
- Provide other related grant funding support as needed.

Miscellaneous Support

- Provide assistance to obtain all permits for Capital Projects or others as required for the Public Works Department.
- Consumptive use permitting, DEP operating and/or construction permits.
- NPDES wastewater permitting, reuse permitting, capacity analysis reports, reuse feasibility reports.
- SJRWMD permitting, NPDES MS4 permitting support, Corp of Engineers permitting, etc.
- Provide assistance for property acquisitions related to hearings, condemnations proceedings, and other litigation including the preparation of trial exhibits.
- Site plan review services.
- Provide appraisals and other property acquisition support as needed.
- Preparation of applicable easements, R/W acquisition documents.
- Provide environmental research and support, including, but not limited to, contamination analysis, wetland research and analysis, threatened and endangered species and archeological and historical research.
- Assist with necessary duties as required related to disaster storm/recovery. Coordinate with FEMA, NRCS and FHWA for reimbursements and potential funding to repair storm related damage to the Transportation and Stormwater system.
- Provide assistance with the CITY's Asset Management system including review and prioritization of asset management data (such as pavement condition index scores, etc.).
- Provide coordination and analysis of the CITY's Work Management System and assist with the integration of the CITY's Asset Management System.
- Preparation or procurement of operation and maintenance manuals
- Perform other duties as needed; services dictated by the needs of the CIP and other specific projects

Exhibit B
Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/28/2015

5.3.b

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

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

PRODUCER Caton-Hosey Insurance 3731 Nova Rd. Port Orange FL 32129		CONTACT NAME: Melissa Adrian, CPSR PHONE (A/C, No, Ext): (386) 767-3161 FAX (A/C, No): (386) 760-1770 E-MAIL ADDRESS: melissa@catonhosey.com															
INSURED QUENTIN L HAMPTON & ASSOCIATES INC PO BOX 290247 PT ORANGE FL 32129		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: American Casualty Co of Reading PA</td><td>20427</td></tr><tr><td>INSURER B: Westfield Insurance Company</td><td>24112</td></tr><tr><td>INSURER C: Commerce & Industry</td><td>19410</td></tr><tr><td>INSURER D: Continental Casualty Ins Co C/o Cna</td><td>20443</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: American Casualty Co of Reading PA	20427	INSURER B: Westfield Insurance Company	24112	INSURER C: Commerce & Industry	19410	INSURER D: Continental Casualty Ins Co C/o Cna	20443	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: American Casualty Co of Reading PA	20427																
INSURER B: Westfield Insurance Company	24112																
INSURER C: Commerce & Industry	19410																
INSURER D: Continental Casualty Ins Co C/o Cna	20443																
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: CL1532712811

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			1069074479	4/5/2015	4/5/2016	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000																				
MED EXP (Any one person)	\$ 10,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			CWP0986697	4/5/2015	4/5/2016	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>PIP-Basic</td><td>\$ 10,000</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	PIP-Basic	\$ 10,000				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
PIP-Basic	\$ 10,000																				
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			EBU066694732	4/5/2015	4/5/2016	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 4,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 4,000,000	AGGREGATE	\$ 4,000,000		\$								
EACH OCCURRENCE	\$ 4,000,000																				
AGGREGATE	\$ 4,000,000																				
	\$																				
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1069060341	4/5/2015	4/5/2016	<table border="1"><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ 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						
☒ PER STATUTE ☐ OTH-ER																					
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				

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

CERTIFICATE HOLDER**CANCELLATION**City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

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

John Hosey/ASHOOK

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/28/2015

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

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

PRODUCER USI Insurance Services, LLC 1715 N. Westshore Blvd. Suite 700 Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): E-MAIL ADDRESS:																					
INSURED Quentin L. Hampton Associates, Inc. PO Drawer 290247 4401 Eastport Pkwy Port Orange, FL 32127-0247	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>XL Specialty Insurance Company</td><td>37885</td></tr> <tr> <td>INSURER B:</td><td></td><td></td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	XL Specialty Insurance Company	37885	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	XL Specialty Insurance Company	37885																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
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.

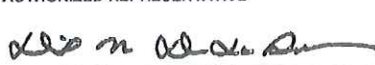
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
	GENERAL LIABILITY						<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	MED EXP (Any one person)	\$	PERSONAL & ADV INJURY	\$	GENERAL AGGREGATE	\$	PRODUCTS - COMP/OP AGG	\$		\$
EACH OCCURRENCE	\$																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$																				
MED EXP (Any one person)	\$																				
PERSONAL & ADV INJURY	\$																				
GENERAL AGGREGATE	\$																				
PRODUCTS - COMP/OP AGG	\$																				
	\$																				
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC																				
	AUTOMOBILE LIABILITY						<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
	☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS																				
	UMBRELLA LIAB						<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$</td></tr> <tr><td>AGGREGATE</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																				
AGGREGATE	\$																				
	\$																				
	☐ EXCESS LIAB ☐ DED ☐ RETENTION \$																				
	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						<table border="1"> <tr><td>WC STATU-TORY LIMITS</td><td>OTH-ER</td></tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
WC STATU-TORY LIMITS	OTH-ER																				
E.L. EACH ACCIDENT	\$																				
E.L. DISEASE - EA EMPLOYEE	\$																				
E.L. DISEASE - POLICY LIMIT	\$																				
A	Professional Liability			DPR9722651	04/03/2015	04/03/2016	\$1,000,000 per claim \$2,000,000 annl aggr.														

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

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

CERTIFICATE HOLDER

CANCELLATION

City of Holly Hill 1065 Ridgewood Ave Holly Hill, FL 32117	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 
---	---

© 1988-2010 ACORD CORPORATION. All rights reserved.

**Exhibit C
WORK ORDER FORM**



WORK ORDER-SERVICES# _____

Encumbrance PO Number: _____

City of Holly Hill (Buyer)

Resolution #: _____

Vendor Name:	Date:
Address:	Bld #:
City, State & Zip:	Project:
	Commission Approval Date:

Budgeted/Existing: _____ New: _____ Continuing Service: _____

Mail Invoices in duplicate to:
City of Holly Hill

Total Cost: \$ _____

Holly Hill, Florida 321 _____

ATTACHMENTS TO THIS WORK ORDER:

- ☐ Description of Services
- ☐ Drawings/Plans/Specifications
- ☐ Special Conditions
- ☐ Rate Schedule

METHOD OF COMPENSATION:

- ☐ Fixed Fee Basis
- ☐ Not To Exceed
- ☐ Unit Price

TIME FOR COMPLETION: The obligation of the Vendor to provide services to the City shall commence upon execution of this Work Order (WO) by the parties and services shall be completed by _____. Failure to meet the completion date may be grounds for termination of this WO and the underlying contract for default. Time is of the essence.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE CITY)

ATTEST:

Vendor

_____, Attesting Officer

_____, Officer with Corporate Signatory Authority

Date: _____

WITNESSES:

CITY OF HOLLY HILL

Department Head approved RAP on _____

Authorized Signatory

WORK ORDERS TERMS AND CONDITIONS

- Execution of this Work Order (WO) by the City shall serve as authorization for the Vendor to provide for the stated services as set out in this WO. It is expressly understood by the Vendor that this WO, until executed by the City, does not authorize the Vendor to perform any services for the City.
- This WO shall take effect on the date of its execution by the City and expires upon final completion, inspection and payment unless terminated earlier in accordance with the termination provisions herein. The Vendor shall sign this WO first and the City second. This WO will be forwarded to the Vendor upon execution by the City.
- The Vendor shall provide services pursuant to this WO, its attachments, and the underlying Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety. In the

event that the terms and conditions of this WO are inconsistent with the terms and conditions of an underlying contract which is implemented, in whole or part, by this WO; then the terms and conditions of the underlying contract shall apply.

- Compensation is based on the method indicated on the first page of this WO.
- Payments to the Vendor shall be made by the City in strict accordance with the payment terms and conditions listed below or in the underlying contract.
- By accepting this WO, the Vendor accepts all the terms and conditions included herein.
- The City reserves the right, without liability of any type, to cancel this WO as to any services not yet performed or tendered, and to purchase substitute services and to charge the Vendor for any loss incurred.
- The City may cancel this WO, any outstanding services hereunder, or reschedule in whole or in part, for cause or no cause, upon written notice to the Vendor sent at least fourteen (14) days prior to the completion date specified. The City may cancel this WO in whole or in part at any time for default by written notice to the Vendor.
- The City shall have no liability to the Vendor beyond payment of any balance owing for services completed hereunder and accepted by the City prior to the Vendor's receipt of the notice of termination.
- Prices stated on this WO are firm, all inclusive and consistent with applicable negotiations, bid(s) and/or quotations. The City is exempt from the Florida sales and use taxes and will furnish the Vendor with proof of tax exemption upon written request.
- The City reserves the right to conduct any inspection or investigation to verify compliance of the services with the requirements of this purchase and to reject any delivery not in compliance and, if the deficiency is not visible at the time of acceptance, to take and require appropriate corrective action.
- The Vendor agrees to comply with all Federal, State of Florida, Volusia County and City laws, ordinances, regulations, authority and codes and authority having jurisdiction over the purchase. This WO shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Volusia County, Florida.
- The Vendor agrees to indemnify, hold harmless and defend the City: (1) from any loss, expense, claim or damage arising from any claim or action based on any acts or omissions of the Vendor, its employees, servants, agents or sub CONSULTANTS; (2) with respect to any and all claims, suits, actions, and proceedings of actual or alleged infringements of any letter, patent, register of industrial design, trademark or trade name, trade secret, copyright or other protected right in any country resulting from any sale, use or manufacture of any goods delivered hereunder. The City reserves its right to be represented in any such action by its own counsel. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Section 768.28, *Florida Statutes*.
- The Vendor shall not assign this WO, any rights under this WO or any monies due or to become due hereunder, nor delegate or subcontract any obligations or work hereunder without the prior written consent of the City.
- The Vendor shall perform the obligations of this WO as an independent CONSULTANT and under no circumstances shall it be considered as agent or employee of the City.
- The Vendor ensures that its personnel shall comply with reasonable conduct guidelines and City policies and procedures. A person or affiliate who has been placed on the convicted vendor list may not submit a bid or transact business with the City in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. In compliance with 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (INA)], the City will not intentionally make an award or upon discovery of a violation will unilaterally cancel this WO with any vendor who knowingly employs unauthorized alien workers.
- If this WO involves the Vendor's performance on the City's premises or at any place where the City conducts operations, the Vendor shall request information from the Purchasing Manager regarding insurance coverage requirements. Noncompliance with this item shall place the Vendor in default and subject to disbarment from the City's Vendor List.
- The failure of the City to enforce any provision of this WO, exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

**Exhibit D
AMERICANS WITH DISABILITIES ACT
AFFIDAVIT**

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding CITY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the CITY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the CITY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

DATED this 12th day of November, 2015.

Quentin L. Hampton Associates, Inc.
(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

Brad T. Blais, P.E.
(Printed name of person signing FORM)

President
(Title of person signing FORM)

Sworn to and subscribed before me
This 12th day of November, 2015.

[Signature]
Signature of Notary (& Stamp)
Notary Public, State of
Florida
Personally Known ✓ or
Produced Identification _____
(type of identification)



**Exhibit E
FEE SCHEDULE**

QUENTIN L. HAMPTON ASSOCIATES, INC.
HOURLY RATE AND FEE SCHEDULE
(Revised November 2015)

<u>Position</u>	<u>Rate</u>
Expert Witness.....	\$250
Principal.....	\$175
Project Manager.....	\$175
Professional Engineer.....	\$140
Engineering Intern.....	\$100
Construction Services Supervisor.....	\$85
Production Supervisor.....	\$80
GIS Technician.....	\$75
CADD Technician.....	\$75
Grant/Funding Coordinator.....	\$70
Federal Grant Compliance Specialist.....	\$70
Construction Project Representative (Inspector).....	\$65
Sr. Administrative Supervisor.....	\$60
Administration Support.....	\$50

Construction Engineering and Inspection (CEI) Services

Senior Project Engineer.....	\$175
Project Administrator/Project Engineer.....	\$140
Assistant Project Administrator/Project Engineer.....	\$100
Senior Inspector/Senior Engineer.....	\$85
Utility Coordinator.....	\$85
Senior Inspection Building Structures.....	\$85
Resident Compliance Specialist.....	\$70
Inspector/Engineer Intern.....	\$65
Asphalt Plant Inspector.....	\$65
Public Information Officer.....	\$65
Building Inspector/Electrical.....	\$65
Contract Support Specialist.....	\$60
Associate Contract Support Specialist.....	\$50
Inspector's Aide.....	\$50
Secretary/Clerk Typist.....	\$50

Subsurface Utility Engineering (SUE) Services

Project Manager.....	\$140
Project Coordinator.....	\$70
Field Technician.....	\$65
Administrative Support.....	\$50
Vacuum Excavator.....	\$600/day
Ground Penetrating Radar (GPR).....	\$150/day
Truck.....	\$300/day

Building Code Services

Chief Building Official	\$85
Fire Safety Inspector/Fire Systems Plan Review	\$80
Building Plans Examiner	\$75
Building Inspector.....	\$65

Reimbursable Expenses:

<u>Item</u>	<u>Fee</u>
Printing /Reproduction/Graphics	Actual Cost
Sub-Consultant Services	Actual Cost
SUE Field/Marking/Restoration Supplies	Actual Cost
Travel.....	Actual Cost
Sales Tax	Actual cost if/when sales tax is applicable

Schedule Notes:

1. Schedule shall be subject to annual adjustments
2. Reimbursables subject to a 10% administrative fee, if allowed or as otherwise specified in Contract.
3. Rates are hourly rates unless otherwise noted.

Exhibit F
BUSINESS TAX RECEIPT

2015/2016

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
 Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - 386-736-5938



Receipt # 198502020070 Expires: September 30, 2016
 Business Location: 4401 EASTPORT PARK WAY

Business Name: QUENTIN L HAMPTON ASSOC INC
 Owner Name: QUENTIN L HAMPTON ASSOC INC
 Mailing Address: P O DRAWER 290247
 PORT ORANGE, FL 32129

BUSINESS TYPE	CODE	COUNT	TAX
Architect or Engineer	461AE		\$30.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
 POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Exhibit G
Request for Taxpayer Identification Number and Certification
(W-9 Form)

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Quentin L. Hampton Associates, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC
☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
PO Drawer 290247

6 City, state, and ZIP code
Port Orange, FL 32129-0247

7 List account number(s) here (optional)

Requester's name and address (optional)
**City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117**

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
5	9	-	1	2	2	1	2	6	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Mano G. Gurnu* Date ▶ *11/11/15*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or thirty (30) days after closing, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Qualification authorizes release of your firm's credit data to City of Holly Hill.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/Qualification package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the City in the event we are forced to litigate the public records status of the company's documents.

DATED this 12th day of November, 2015.

Quentin L. Hampton Associates, Inc.

(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

Brad T. Blais, P.E.

(Printed name of person signing FORM)

President

(Title of person signing FORM)

Project Number: RFQ-ENG-15-01

Sworn to and subscribed before me

This 12th day of November, 2015.

[Signature]
Signature of Notary (& Stamp)

Notary Public, State of

Florida

Personally Known ☒ or

Produced Identification _____
(type of identification)



THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

**PUBLIC ENTITY CRIME SWORN STATEMENT (FORM PUR 7068)
SWORN STATEMENT UNDER SECTION 287.133(3)(A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to City of Holly Hill
[print name of public entity]

by Brad T. Blais, P.E., President
[print individual's name and title]

for Quentin L. Hampton Associates, Inc.
[print name of entity submitting sworn statement]

whose business address is:

4401 Eastport Parkway, Port Orange, FL 32129

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1221261
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public

entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature) _____

Date: November 12, 2015

Sworn to and subscribed before me this 12th day of November, 2015.

Personally known ✓

Or Produced identification _____

(Type of Identification)

Notary Public – State of Florida

My commission expires _____



Erika S. Lustik
(Printed, typed or stamped
commission name of notary public)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that **Quentin L. Hampton Associates, Inc.** does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Qualification, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

DATED this 12th day of November, 2015.

Quentin L. Hampton Associates, Inc.
(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

Brad T. Blais, P.E.
(Printed name of person signing FORM)

President
(Title of person signing FORM)

Sworn to and subscribed before me
This 12th day of November, 2015.

[Signature]
Signature of Notary (& Stamp)
Notary Public, State of
Florida
Personally Known ☒ or
Produced Identification [initials]
(type of identification)

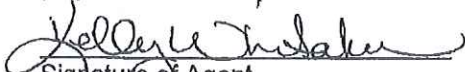


THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

INSURANCE CONFIRMATION

On behalf of our client, Quentin L Hampton & Associates, Inc.

and by acknowledging with signature below, we have read and understand the insurance requirements for this Solicitation and Agreement. We can and will provide a Certificate of Insurance (COI) that is compliant with the insurance requirements stated in this Solicitation and Agreement should our client be awarded the project.


Signature of Agent

Kelly Whitaker, Agent
Print Name & Title

Caton Hosey Insurance
Agency

3731 Nova Road, Port Orange, FL 32129
Address

City of Holly Hill
Project # & Title

11-12-2015
Date

INSURANCE CONFIRMATION

On behalf of our client, Quentin L. Hampton Associates, Inc.

and by acknowledging with signature below, we have read and understand the insurance requirements for this Solicitation and Agreement. We can and will provide a Certificate of Insurance (COI) that is compliant with the insurance requirements stated in this Solicitation and Agreement should our client be awarded the project.

Tom Kye
Signature of Agent

Thomas Kye, Professional Liability Specialist
Print Name & Title

USI Insurance Services LLC
Agency

1715 N Westshore Blvd, Suite 700, Tampa, FL 33607
Address

Project # & Title

November 12, 2015
Date



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: October 8, 2019
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Professional Services for the Project Updating of Public Works Department Standard Construction Details Not to Exceed \$13,870.00; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2019-R-65
APPLICANT:
PLANNER:

DISCUSSION:

The Public Works Department Standard Construction Details were last updated in September 2010. A number of changes have occurred since this date that predicate updating of these details. The City desires to update the Standard Details to reflect current code and the City's design criteria.

Mead and Hunt shall will update all standard details to be compliant with current code and design criteria. Mead and Hunt has a continuing services agreement with and the City has received a proposal from Mead and Hunt, Inc. to perform the engineering services for this project.

FISCAL ANALYSIS:

Funding for this project has been included in Fiscal Year budget 2019/2020. The Project Code is 20PW01.

\$13,870.00 for this engineering design has been budgeted in account number 400-3020-535.31-01.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services to facilitate the Public Works Department Construction Details.

COMMISSION GOALS:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT UPDATING OF PUBLIC WORKS DEPARTMENT STANDARD CONSTRUCTION DETAILS NOT TO EXCEED \$13,870.00.

ATTACHMENTS:

- HH Update Standard Constr Details Proposal 8.21.19 (PDF)
- Engineering Services Agreement - Mead & Hunt, Inc. Merged with QLH 2017 (PDF)

Resolution No. 2019-65

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT UPDATING OF PUBLIC WORKS DEPARTMENT STANDARD CONSTRUCTION DETAILS NOT TO EXCEED \$13,870.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT UPDATING OF PUBLIC WORKS DEPARTMENT STANDARD CONSTRUCTION DETAILS (20PW01) NOT TO EXCEED \$13,870.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill approved the proposed operating professional services as part of the fiscal year 2019-20 budget; and

WHEREAS, the City has a continuing services agreement with and has received a proposal from Mead and Hunt, Inc., to perform the engineering services for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services for the project Updating of Public Works Department Standard Construction Details not to exceed \$13,870.00.

SECTION 2. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of OCTOBER, 2019.



August 21, 2019

Walt Smyser, Public Works Deputy Director
Department of Public Works
City of Holly Hill
453 LPGA Boulevard
Holly Hill, FL 32117

Email: wsmyser@hollyhillfl.org

**CITY OF HOLLY HILL
UPDATE OF STANDARD CONSTRUCTION DETAILS
SCOPE OF SERVICES AND FEE ESTIMATE**

Dear Walt,

Enclosed please find the Scope of Services and Fee Estimate for updating the City's Standard Construction Details. The standards will be reviewed and updated to be compliant with present building codes and City staff's desires.

Should you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,
MEAD & HUNT, INC.

A blue ink signature of Andrew M. Giannini.

Andrew M. Giannini, P.E.
Associate/Senior Project Manager

A blue ink signature of David A. King.

David A. King, P.E.
Vice President/Business Unit Leader

AMG/DAK:bf

Enclosure: Agreement

**CITY OF HOLLY HILL
UPDATE OF STANDARD CONSTRUCTION DETAILS
SCOPE OF SERVICES AND FEE ESTIMATE**

General: The City of Holly Hill (CITY) and Mead & Hunt, Inc. (CONSULTANT) entered into a Master Services Agreement for Engineering Services dated effective December 4, 2015 and is referred to herein as the Contract.

The CITY desires to update the CITY Standard Details to reflect current code and CITY desires. The CONSULTANT shall provide the following services to meet the CITY's needs.

SCOPE OF SERVICES:

1. CONSULTANT will meet with CITY staff to review existing CITY Standard Details and discuss changes.
2. CONSULTANT will update all standard details to be compliant with current code and CITY desires. Provide a draft set of Standard Details including water, sewer, reclaimed, roadway and miscellaneous construction details for the CITY to review and markup.
3. CONSULTANT will modify the details to conform to the CITY's markups and provide a 2nd draft for review.
4. Final comments will be applied to the details and a final version sent to the CITY for one last review before printing.
5. Deliverables shall include:
 - Ten (10) copies of Standard Details in 3-ring binders.
 - A digital file with all CADD files and .pdfs of the details.

SCHEDULE: CONSULTANT will endeavor to complete this task within three (3) months of receipt of a purchase order, assuming three (3) weeks for CITY staff review and comment.

COMPENSATION: Payment for the above stated services is estimated to be **\$13,870**, based on the following fee estimate:

Project Engineer 8 hrs. @ \$150/hr.	\$1,200	Lump Sum
Production Supervisor 20 hrs. @ \$105/hr.	\$2,100	Lump Sum
CADD Operator 120 hrs. @ \$86/hr.	<u>\$10,320</u>	Lump Sum
SUB-TOTAL	\$13,620	
Printing w/bindings - 10 standard volumes @ \$25 +/- per copy	<u>\$250</u>	Allowance
TOTAL ESTIMATED FEE	\$13,870	

If Florida Sales Tax becomes due on professional services, the CITY shall reimburse CONSULTANT for the additional sales tax cost.

Walt Smyser
 August 21, 2019
 Page 2

CITY OF HOLLY HILL, FLORIDA

Dated: _____

By: _____

MEAD & HUNT, INC.

Dated: August 21, 2019

By:  _____

David A. King, P.E.

Vice President/Business Unit Leader

“PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT INC., MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.”

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S (MEAD & HUNT, INC.’s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF HOLLY HILL, 1065 RIDGEWOOD AVENUE, HOLLY HILL, FL 32117, City Clerk, Valerie Manning, (386) 248-9441, vmanning@hollyhillfl.org.



Quentin L. Hampton Associates
Civil and Environmental Engineers
A Mead & Hunt Company

July 10th, 2017

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

RE: Services Agreement for General **Engineering Services** with Quentin L. Hampton Associates, Inc.

CONTRACT ASSIGNMENT

WHEREAS, Mead & Hunt, Inc. (Mead & Hunt) has merged with Quentin L. Hampton, Associates, Inc. (QLH) and has retained employees of QLH as of June 30, 2017;

WHEREAS, The City of Holly Hill and QLH has entered into an (Agreement) for engineering services dated December 4th, 2015; and

WHEREAS, QLH wishes to assign its duties under the Agreement by written consent from The City of Holly Hill; to Mead & Hunt; and

NOW, THEREFORE, effective June 30, 2017 all rights, title and interest in the Agreement between The City of Holly Hill and QLH is hereby assigned and transferred to Mead & Hunt. Mead & Hunt accepts said assignment and agrees to perform the remaining obligations of QLH under the Agreement with the retained employees of QLH. Mead & Hunt shall be entitled to all monies remaining to be paid under the Agreement, which right is also assigned hereunder. All other terms and conditions shall remain in full force and effect.

This Agreement supersedes all previous negotiations, commitments, or any other Agreement with respect to the matter hereof.

Approved:

Approved:

Accepted:

City of Holly Hill

Quentin L. Hampton Associates, Inc.

Mead & Hunt, Inc.

By: *Joseph Forte*

By: *Brad Blais*

By: *Andrew J. Platz*

Name: Joseph Forte

Name: BRAD BLAIS

Name: Andrew J. Platz

Title: City Manager

Title: PRESIDENT

Title: President

The above person is authorized to sign for
Client and bind the Client to the terms
hereof.

Date: 8/23/17

Date: 7/6/17

Date: 8/23/17



Quentin L. Hampton Associates
Civil and Environmental Engineers
A Mead & Hunt Company

July 10th, 2017

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

RE: Transferring of Contract and associated projects from QLH to Mead & Hunt, Inc.

Dear Mr. Forte,

We are pleased to announce that Quentin L. Hampton, Associates, Inc. (QLH) has merged with Mead & Hunt, Inc. (Mead & Hunt) as of June 30, 2017. This merger will increase the service offerings and capabilities available to our clients, but will not change the personnel assigned to your projects or affect the personalized service you have come to expect from QLH. All QLH employees have been retained and their roles and terms of service have not changed. We are requesting to exercise the assignment terms of the current engineering services contract(s), as written.

Mead & Hunt, an employee-owned corporation, provides professional services in architecture, engineering, planning, and historic preservation to diverse markets including dams and hydropower, food and beverage processing, military, municipal infrastructure, renewable energy, transportation (aviation, highways and bridges) and water resources throughout the United States. Founded in 1900, the firm employs about 600 employees from more than 30 offices located across the nation.

Please find enclosed two Contract Assignments for your signature. Please sign and return in the self-addressed stamped envelope and keep one for your records. If you have any questions regarding the Contract Assignment, please call Dawn Zanto at (608) 273-6380.

Thank you for your immediate attention in this matter.

Sincerely,

A blue ink signature of Brad T. Blais, consisting of stylized, overlapping loops and strokes.

Brad T. Blais, P.E.

Enclosure: Contract Assignment

SECTION 6 Services Agreement

CITY OF HOLLY HILL
SERVICES AGREEMENT FOR
GENERAL ENGINEERING SERVICES
With **QUENTIN L. HAMPTON ASSOCIATES, INC.**
(REQUEST FOR QUALIFICATION RFQ-ENG-15-01)

THIS AGREEMENT is made and entered into this 4TH day of DEC, 2015, by and between <<consultant>>, a Florida corporation authorized to do business in the State of Florida, with its principal place of business at <<consultant address>>, hereinafter referred to as the CONSULTANT whose Federal I.D. number is 59-1221261, and City of Holly Hill, a Municipal Corporation of the State of Florida, by and through its Commissioners, whose principal place of business is at 1065 Ridgewood Ave., Holly Hill, Florida 32117, holding tax exempt status, hereinafter referred to as "CITY".

The CITY and the CONSULTANT are collectively referred to herein as the "parties".

WITNESSETH:

WHEREAS, the CITY desires to retain the professional services of the CONSULTANT; for the work identified in the Request For Qualifications (RFQ) and description of services outlined in Exhibit A; and

WHEREAS, the CONSULTANT has submitted a proposal for provision of those services; and

WHEREAS, the CITY desires to employ the CONSULTANT for the performance to support the activities, programs, and projects of the CITY upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing and providing such services upon said terms and conditions; and

WHEREAS, the CONSULTANT hereby warrants and represents to the CITY that it is competent and otherwise able to provide professional and high quality services to the CITY; and

WHEREAS, all submissions submitted by the CONSULTANT in the Qualifications/RFQ submitted to the CITY are hereby incorporated to the extent not inconsistent with the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

TABLE OF CONTENTS

SECTION 1: DEFINITIONS	3
SECTION 2: CAPTIONS	4
SECTION 3: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT	4
SECTION 4: NO GENERAL CITY OBLIGATION	4
SECTION 5: CONSULTANT UNDERSTANDING OF SERVICES REQUIRED	5
SECTION 6: GENERAL PROVISIONS	5
SECTION 7: CODES AND DESIGN STANDARDS	6
SECTION 8: SUB CONSULTANTS	6
SECTION 9: ASSIGNABILITY	7
SECTION 10: COMMENCEMENT / IMPLEMENTATION SCHEDULE OF AGREEMENT	7
SECTION 11: LENGTH OF AGREEMENT	7
SECTION 12: DESCRIPTION OF SERVICES	7
SECTION 13: CONSULTANT RESPONSIBILITIES	8
SECTION 14: CITY RIGHTS AND RESPONSIBILITIES	10
SECTION 15: WAIVER	12
SECTION 16: FORCE MAJEURE	12
SECTION 17: STANDARDS OF CONDUCT	12
SECTION 18: NOTICES	14
SECTION 19: DESIGNATED REPRESENTATIVES	14
SECTION 20: WORK ORDERS	15
SECTION 21: CHANGE ORDERS	16
SECTION 22: COMPENSATION	17
SECTION 23: INVOICE PROCESS	17
SECTION 24: TERMINATION OF AGREEMENT	18
SECTION 25: TERMINATION BY CONSULTANT FOR CAUSE	19
SECTION 26: TERMINATION BY THE CITY WITHOUT CAUSE	19
SECTION 27: PAYMENT IN THE EVENT OF TERMINATION	19
SECTION 28: ACTION FOLLOWING TERMINATION	20
SECTION 29: SUSPENSION	20
SECTION 30: ALTERNATIVE DISPUTE RESOLUTION (ADR)	20
SECTION 31: SEVERABILITY	20
SECTION 32: CONTROLLING LAWS/VENUE / INTERPRETATION	21
SECTION 33: INDEMNITY	21
SECTION 34: INSURANCE	22
SECTION 35: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION	23
SECTION 36: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS	24
SECTION 37: COUNTERPARTS	25
SECTION 38: SUBMITTALS	25
SECTION 39: MAINTENANCE OF RECORDS	25
SECTION 60: OWNERSHIP OF DOCUMENTS	25
SECTION 41: EXHIBITS	26
SIGNATURES	26

SECTION 1: DEFINITIONS.

Ad valorem - In proportion to the estimated value of the goods taxed.

Agreement – This document and all subsequent Work Orders between the CITY and CONSULTANT. Each Exhibit, as identified below, even if not physically attached, shall be treated as if they were part of this Agreement. The effective date of this Agreement is the date this document is signed by both parties.

Billing Period – The period of time between project commencement to the close of the current period, (inclusive); or from the close of the previous billing period, (exclusive), to the close of the current period, usually concurrent with the month. In no case shall this period be less than one calendar month except for the final Billing Period.

Bona Fide - Made or carried out in good faith; sincere.

CITY – The CITY of Holly Hill, a municipal corporation of the State of Florida holding tax exempt status.

CONSULTANT - To include all principals of the CONSULTANT including, but not limited to, full and part time employees, professional or otherwise, and all other agents employed by or for CONSULTANT to perform its obligations hereunder.

Description of Services - Shall be written in paragraph form reasonably describing those services the CITY can expect the CONSULTANT to provide. The description shall be written in such a manner that the type of service is clearly provided, but broad enough that all services reasonably expected of the CONSULTANT, including services provided by partners, sub CONSULTANTS, and other supporting professionals, can be provided to the CITY.

Designated Representative – A person who administers, reviews, and coordinates the provision of services. This definition applies equally to the CITY and to the CONSULTANT.

Force Majeure - Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Agreement is beyond the control and without the fault or negligence of the party seeking relief under this Agreement.

Law - Said phrase shall include statutes, codes, rules, and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

Pari Materia – of the same matter; on the same subject. Laws pari materia must be construed with reference to each other/together when related to the same matter or subject. The provisions of a contract/agreement are to be construed together with no isolated construction of a particular provision such that it would defeat the overall intent of the contract/agreement.

Submittals – Any item required by this agreement that the CONSULTANT must provide the CITY either for inclusion as part of this agreement or not.

Type of Service – Engineering Services of a professional nature in accordance with the controlling provisions of law,

Work Order - A detailed description of quantities, services, and a completion schedule provided issued by the CITY on its approved form which, on occasion, may contain documents published on CONSULTANT letterhead describing all work associated with the service to be provided by the CONSULTANT to the CITY for an agreed price referencing this Agreement by title and date.

SECTION 2: CAPTIONS.

The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

SECTION 3: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.

- a) This Agreement, together with the Exhibits, constitutes the entire integrated Agreement between the CITY and the CONSULTANT and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits attached, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence, and statements, whether written or oral.
- b) This Agreement may only be amended, supplemented, or modified by a formal written amendment.
- c) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.
- d) The Exhibits made part of this Agreement are as follows:
 - Exhibit A - Scope of Services
 - Exhibit B - Certificates Insurance
 - Exhibit C - Draft CITY Work Order Form
 - Exhibit D - ADA Form
 - Exhibit E - Price Schedule
 - Exhibit F - Business Tax Receipt
 - Exhibit G - W-9
 - Exhibit H - Request for Qualifications RFQ-ENG-15-01
 - Exhibit I - CONSULTANT Submittal under RFQ-ENG-15-01

SECTION 4: NO GENERAL CITY OBLIGATION.

- a) In no event shall any obligation of the CITY under this Agreement be or constitute a general obligation or indebtedness of the CITY, a pledge of the ad valorem taxing power of the CITY or a general obligation or indebtedness of the CITY within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds
- b) The CONSULTANT shall not have the right to compel the exercise of the ad valorem taxing power of the CITY.

SECTION 5: CONSULTANT UNDERSTANDING OF SERVICES REQUIRED

- a) Execution of this Agreement by the CONSULTANT is a representation that the CONSULTANT is familiar with local conditions and with the services to be performed. The CONSULTANT shall make no claim for additional time or money based upon its failure to comply with this Agreement. The CONSULTANT has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services and/or goods described in this Agreement and to be identified in the Work Orders, and that it is well acquainted with the components that are properly and customarily included within such projects and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. Execution of a Work Order shall be an affirmative and irrefutable representation by the CONSULTANT to the CITY that the CONSULTANT is fully familiar with any and all requisite work conditions of the provisions of the services.
- b) The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the parties have relied.
- c) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONSULTANT (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONSULTANT is to be and shall remain forever an independent CONSULTANT with respect to all services performed under this Agreement.
- d) Persons employed by the CONSULTANT in the provision and performance of the services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.

SECTION 6: GENERAL PROVISIONS.

- a) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for the CONSULTANT certifies/certify that he/she/they is/are authorized to bind the CONSULTANT fully to the terms of this Agreement.
- b) This Agreement is for services pertaining to various Engineering and related services needed for the CITY's operations as set forth herein and as otherwise directed by the CITY to include all labor and materials that may be required.
- c) The CONSULTANT acknowledges that the CITY may retain other CONSULTANTS to provide the same types of services for CITY projects. The CITY reserves the right to select which CONSULTANT shall provide services for CITY projects.
- d) The CONSULTANT acknowledges that the CITY has retained other CONSULTANTS and the coordination between said CONSULTANTS and the CONSULTANT may be

necessary from time to time for the successful completion of each Work Order. The CONSULTANT agrees to provide such coordination as necessary.

- e) The CONSULTANT agrees to provide and ensure coordination between goods/ services providers.
- f) Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement to include, but not be limited to, each Work Order. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement and each Work Order.
- g) CONSULTANT shall maintain an adequate and competent staff or professionally qualified persons throughout the performance of this Agreement to ensure acceptable and timely completion of each Work Order.
- h) Requirements for signing and sealing plans, reports, and documents prepared by the CONSULTANT shall be governed by the laws and regulations of Volusia County and State Regulatory agencies.
- i) The CONSULTANT hereby guarantees the CITY that all material, supplies, services, and equipment as listed on a Purchase Order meet the requirements, specifications, and standards as provided for under the Federal Occupations Safety and Health Act of 1970, from time to time amended and in force on the date hereof.
- j) No claim for services furnished by the CONSULTANT not specifically provided for herein shall be honored by the CITY.

SECTION 7: CODES AND DESIGN STANDARDS

- a) All the services to be provided or performed by the CONSULTANT shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any Federal, State, or local regulatory agencies.
- b) The CONSULTANT shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement.

SECTION 8: SUB CONSULTANTS.

- a) Any CONSULTANT proposed Sub CONSULTANT shall be submitted to the CITY for written approval prior to the CONSULTANT entering into a subcontract. Sub CONSULTANT information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment, and insurance certifications.
- b) The CONSULTANT shall coordinate the provision of services and work product of any CITY approved sub CONSULTANT and remain fully responsible for such services and work under the terms of this Agreement.
- c) Any subcontract shall be in writing and shall incorporate this Agreement and require the sub CONSULTANTS to assume performance of the CONSULTANT duties commensurately with the CONSULTANT's duties to the CITY under this Agreement, it being understood that

nothing herein shall in any way relieve the CONSULTANT from any of its duties under this Agreement. The CONSULTANT shall provide the CITY with executed copies of all subcontracts.

SECTION 9: ASSIGNABILITY.

The CONSULTANT shall not sublet, assign, or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

SECTION 10: COMMENCEMENT / IMPLEMENTATION SCHEDULE OF AGREEMENT.

- a) The CONSULTANT shall commence the provision of services as described in this Agreement immediately upon execution of this Agreement and issuance of a Work Order.
- b) The CONSULTANT and the CITY agree to make every effort to adhere to the schedules established for the various Work Orders as described in each Work Order. However, if the CONSULTANT is delayed at any time in the provision of services by any act or omission of the CITY, or of any employee of the CITY, or by any other CONSULTANT employed by the CITY, or by changes ordered by the CITY, or by strikes, lock outs, fire, unusual delay in transportation, unavoidable casualties, or any other causes of Force Majeure not resulting from the inactions or actions of the CONSULTANT and beyond the CONSULTANT's control which would not reasonably be expected to occur in connection with or during performance or provision of the services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. It is further expressly understood and agreed that the CONSULTANT shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 11: LENGTH OF AGREEMENT.

- (a). The term of this Contract is five (5) years commencing on the date of full execution of this Contract by the parties.
- (b). The CONTRACTOR services shall begin upon written notification to proceed by the CITY.
- (c). CONTRACTOR services shall be on a work order basis and may include matters such as serving as an expert witness.
- (d). Subsequent to the conclusion of the initial five (5) year term, this Contract may be renewed by the City Manager for an additional two (2), one (1) year periods. Should the CITY wish to not have this Contract renewed for any year, the CITY shall provide written notice to the CONTRACTOR ninety (90) days prior to the ending date.

SECTION 12: DESCRIPTION OF SERVICES.

- a) The CONSULTANT agrees to perform diverse engineering services for the CITY relating to various projects of the CITY. The Description of Services is further and more specifically outlined in Exhibit A.

- b) The CONSULTANT shall diligently and in a professional and timely manner perform and provide the services outlined herein or as included in each subsequently entered Work Order. Unless modified in writing by the parties hereto, the duties of the CONSULTANT shall not be construed to exceed the provision of the services pertaining to this Agreement.
- c) The CITY and CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during the performance of the Work Orders that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as a Change Order in accordance with Section 20. The Work Orders may contain additional instructions or provide specifications upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 13: CONSULTANT RESPONSIBILITIES.

- a) CONSULTANT, in representing CITY, shall promote the best interest of CITY and assume towards CITY a duty of the highest trust, confidence, and fair dealing.
- b) The CONSULTANT agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida and in Broward County, Florida, including, but not limited to, all licenses required by the respective State boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONSULTANT pursuant to this Agreement.
- c) The CONSULTANT agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.
- d) The CONSULTANT has represented to the CITY that it has expertise in the type of professional services that will be required for the services to be provided hereunder. The CONSULTANT agrees that all services to be provided by CONSULTANT pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONSULTANT hereunder. In the event of any conflicts in these requirements, the CONSULTANT shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.
- e) The CONSULTANT shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by the CONSULTANT under this Agreement as well as the conduct of its staff, personnel, employees, and agents. The CONSULTANT shall work closely with the CITY on all aspects of the provision of the services. With respect to services, the CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONSULTANT under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors or

deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

- f) The CONSULTANT agrees to employ and designate, in writing, within five (5) calendar days after receiving its Notice to Proceed, a qualified licensed professional to serve as the CONSULTANT's project manager (hereinafter referred to as the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement. The CONSULTANT agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the CONSULTANT hereunder. The person selected by the CONSULTANT to serve as the Project Manager shall be subject to the prior approval and acceptance of the CITY.
- g) CONSULTANT agrees, within fourteen (14) calendar days of receipt of a written request from the CITY, to promptly remove and replace the Project Manager, or any other personnel employed or retained by the CONSULTANT, or any sub-consultants or subcontractors or any personnel of any such sub-consultants or subcontractors engaged by the CONSULTANT to provide and perform services or work pursuant to the requirements of this Agreement, whom the CITY shall request in writing to be removed, which request may be made by the CITY with or without cause.
- h) Neither CITY review, approval, or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. The CONSULTANT shall be and shall remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONSULTANT's negligent or improper performance or failure to perform any of the services furnished under this Agreement.
- i) The rights and remedies of the CONSULTANT, provided for under this Agreement, are in addition to any other rights and remedies provided by law.
- j) In the event the CONSULTANT fails to comply with the terms and conditions of this Agreement, the CITY shall notify the CONSULTANT's Designated Representative in writing so that the CONSULTANT may take remedial action.
- k) Time is of the essence in the performance of all services provided by the CONSULTANT under the terms of this Agreement and each and every Work Order.
- l) CONSULTANT agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONSULTANT's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONSULTANT hereunder, and CONSULTANT shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this paragraph.
- m) CONSULTANT agrees to certify all estimates of construction costs and Project completion dates prepared by the CONSULTANT. Said certifications shall be in a form approved by the CITY.

- n) Evaluations of the CITY's Project budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the CONSULTANT represent the CONSULTANT's best judgment as a design professional familiar with the construction industry. Prior to authorizing the CONSULTANT to proceed with preparation of the Final Design, the CITY may establish and communicate to the CONSULTANT a maximum sum for the cost of construction of the Project ("Maximum Cost Limit"). If the CITY has not advertised for bids within ninety (90) days after the CONSULTANT submits the Final Design to the CITY, the estimate of the cost of construction may be adjusted. The CONSULTANT cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the CONSULTANT. Notwithstanding anything above to the contrary, the CITY may require the CONSULTANT to revise and modify Construction Documents and assist in the re-bidding of the Work at no additional cost to the CITY if all responsive and responsible bids received exceed the Maximum Cost Limit.
- o) CONSULTANT shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors.

SECTION 14: CITY RIGHTS AND RESPONSIBILITIES.

- a) The CITY shall furnish a Designated Representative to act as CITY's representative with respect to the services to be rendered under this Agreement (hereinafter referred to as the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to CONSULTANT's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONSULTANT that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:
 - (1) The time the CONSULTANT is obligated to commence and complete all such services; or
 - (2) The amount of compensation the CITY is obligated or committed to pay the CONSULTANT.
- b) The Project Coordinator shall:
 - (1) Review and make appropriate recommendations on all requests submitted by the CONSULTANT for payment for services and work provided and performed in accordance with this Agreement;
 - (2) Provide all criteria and information requested by CONSULTANT as to CITY's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;
 - (3) Upon request from CONSULTANT, assist CONSULTANT by placing at CONSULTANT's disposal all available information in the CITY's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project
 - (4) Arrange for access to and make all provisions for CONSULTANT to enter the Project site to perform the services to be provided by CONSULTANT under this Agreement; and

- (5) Provide notice to CONSULTANT of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by CONSULTANT hereunder.
- c) CITY shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for a project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.
 - d) The CITY shall reasonably cooperate with the CONSULTANT in a timely fashion at no cost to the CONSULTANT as set forth in this Section.
 - e) The CITY shall make CITY personnel available where, in the CITY's opinion, they are required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely at the discretion of the CITY.
 - f) The CITY shall furnish the CONSULTANT with existing data, records, maps, plans, specifications, reports, fiscal data, and other planning information that is available in the CITY's files that is necessary or useful to the CONSULTANT for the performance of the Work. All such documents conveyed by the CITY shall be, and remain the property of, the CITY and shall be returned to the CITY upon completion of the Work to be performed by the CONSULTANT.
 - g) The CITY shall examine all CONSULTANT reports, sketches, drawing, estimates, Qualifications, and other documents presented to the CITY and indicate the CITY's approval or disapproval within a reasonable time so as not to materially delay the provisions of the services of the CONSULTANT.
 - h) The CITY shall provide access to and make provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT within a reasonable time to perform work as necessary to complete the Work Order. The CONSULTANT acknowledges that access to a project site, to be arranged by CITY for CONSULTANT, may be provided during times that are not the normal business hours of the CONSULTANT.
 - i) The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Agreement.
 - j) The CITY shall give written notice to the CONSULTANT whenever the CITY designated representative knows of a development that affects the services provided and performed under this Agreement, timing of the CONSULTANT's provision of services, or a defect or change necessary in the services of the CONSULTANT.
 - k) The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law; the CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Agreement.
 - l) The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Agreement or the responsibilities of the CONSULTANT in carrying out the duties and responsibilities deriving from this Agreement.

- m) The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.
- n) Neither the CITY's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor or any cause of action arising out of the performance of this Agreement and the CONSULTANT shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONSULTANT's negligent or wrongful provision or performance of any of the services furnished under this Agreement.
- o) All deliverable analysis, reference data, survey data, plans and reports, or any other form of written instrument or document that may result from the Consultant's services or have been created during the course of the CONSULTANT's performance under this Agreement shall become the property of the CITY after final payment is made to the CONSULTANT.
- p) In the event the CITY fails to comply with the terms and conditions of this Agreement, the CONSULTANT shall notify the CITY's Designated Representative in writing so that the CITY may take remedial action.

SECTION 15: WAIVER.

The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 16: FORCE MAJEURE.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure.

SECTION 17: STANDARDS OF CONDUCT.

- a) The CONSULTANT warrants that it has not employed or retained any company or person, other than a Bona Fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual, or firm other than a Bona Fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.
- b) If the CITY determines that any employee or representative of the CONSULTANT is not satisfactorily performing his or her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, the CITY shall so notify the CONSULTANT, in writing. The CONSULTANT shall immediately remove such employee or representative of the CONSULTANT from such assignment.

- c) The CONSULTANT hereby certifies (in writing) that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONSULTANT, or any interest in property that the CONSULTANT may have. The CONSULTANT further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Agreement.
- d) The CONSULTANT shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.
- e) The CITY shall not intentionally award publicly-funded contracts to any CONSULTANT who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationality Act (INA)]. The CITY shall consider the employment by the CONSULTANT of unauthorized aliens, a violation of Section 274A (e) of the INA. Such violation by the CONSULTANT of the employment provisions contained in Section 274A (e) of the INA shall be grounds for immediate termination of this Agreement by the CITY.
- f) The CONSULTANT shall comply with the requirements of the Americans with Disabilities Act (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.
- g) The CONSULTANT shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection, or discrimination.
- h) If the CONSULTANT or an affiliate is placed on a discriminatory vendor list, such action may result in termination by the CITY. The CONSULTANT shall certify, upon request by the CITY that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.
- i) If the CONSULTANT or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination by the CITY. The CONSULTANT shall certify, upon request by the CITY, that is qualified to submit a bid under Section 287.133, Public Entity Crime, (2)(a), Florida Statutes.
- j) The CONSULTANT shall certify, upon request by the CITY, that the CONSULTANT maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.
- k) The CONSULTANT agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the services provided to the CITY. The CONSULTANT agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment safety, environmental and health laws.

- l) If applicable, in accordance with Section 216.347, Florida Statutes, the CONSULTANT shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the Judicial Branch, or State Agency.
- m) The CONSULTANT shall not publish any documents or release information regarding this Agreement to the media without prior approval of the CITY.
- n) The CONSULTANT shall ensure that all services are provided to the CITY after the CONSULTANT has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.
- o) The CONSULTANT shall ensure that all taxes due from the CONSULTANT are paid in a timely and complete manner including, but not limited to, occupational license tax.

SECTION 18: NOTICES.

- a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.
- b) For the present, the parties designate the following as the representative places for giving of notice, to-wit:
 - (1). For the CITY:
Joseph Forte, City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117
(386)248-9425
 - (2). For the CONSULTANT:
Brad T. Blais, P.E., President
Quentin L. Hampton Associates, Inc.
PO Drawer 290247
Port Orange, FL 32129
Telephone Number: (386) 761-6810
E-mail Address: bblais@qlha.com
- c) Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONSULTANT agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice, or any other grounds as a substitute for the failure of the CONSULTANT to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

SECTION 19: DESIGNATED REPRESENTATIVES.

- a) The City Manager, or his designated representative, represents the CITY in all matters pertaining to and arising from the work and the performance of this Agreement.
- b) The City Manager or his designated representative shall have the following responsibilities:
 - (1) Examination of all work and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT;
 - (2) Transmission of instructions, receipt of information, and interpretation and definition of CITY's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;
 - (3) Giving prompt written notice to the CONSULTANT whenever the CITY knows of a
- c) Until further written notice, the CITY's Designated Representative for this Agreement is:

City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32164
Telephone Number: (386) 248-9425
- d) Prior to start of any work under this Agreement, the CONSULTANT shall submit to the CITY detailed resumes of key professional personnel that will be involved in performing services described in the work. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the CONSULTANT desires to change key professional personnel in an active assignment, it shall submit the Qualifications of the new professional personnel to the CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.
- e) Until further written notice, the CONSULTANT's Designated Representative for this Agreement is:

Brad T. Blais, P.E., President
Quentin L. Hampton Associates, Inc.
PO Drawer 290247
Port Orange, FL 32129
Telephone Number: (386) 761-6810
E-mail Address: bblais@qlha.com

SECTION 20: WORK ORDERS.

- a) The provision of services to be performed under this Agreement may commence immediately upon the execution of a Work Order as directed and determined by the CITY. Services to be provided by the CONSULTANT to the CITY shall be negotiated between the CONSULTANT and the CITY. Each Work Order shall reference this agreement by title and date, include a detailed description of quantities, services, and a completion schedule,

and will be provided on CONSULTANT letterhead. Services described in said Work Order will commence upon the issuance of a CITY Notice-To-Proceed.

- b) If the services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The CONSULTANT shall perform all services required by the Work Order but in no event shall the CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein.
- c) The CONSULTANT and the CITY agree to make every effort to adhere to the schedule established for the various Work Orders described in the Work Order.
- d) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, the CONSULTANT shall perform all work required by the Work Order; but in no event shall the CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Order.
- e) For Work Orders issued on a "Fixed Fee Basis," the CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.
- f) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONSULTANT may invoice the amount due for actual work hours performed; but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.
- g) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes. If the CITY determines that work is substantially complete and the amount retained, if any, is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.
- h) or Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONSULTANT may invoice the amount due for services actually performed and completed. The CITY shall pay the CONSULTANT one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

SECTION 21: CHANGE ORDERS.

- a) The CITY may revise the Description of Services set forth in any particular Work Order.
- b) Revisions to any Work Order shall be authorized in writing by the CITY as a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. The Change Orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. An Agreement between the parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and

to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONSULTANT schedule.

- c) If instructed by the CITY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The CONSULTANT must submit for CITY approval a revised Qualification with a revised fee quotation. Additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the work by Change Order to the Work Order.

SECTION 22: COMPENSATION.

- a) Compensation to the CONSULTANT for the services performed on each Work Order shall be as set forth the Work Order/Change Order or as set forth in Exhibit C which enumerates hourly rates and other charges of the CONSULTANT. The initial fee for the subject Project shall be as subsequently negotiated by the parties.
- b) The CITY shall not pay for items such as gas, tolls, mileage, meals, etc. and other items not directly attributable to items produced for each Work Order. All such costs incurred within the Volusia County area or in transit from The CONSULTANT's servicing office and the CITY shall be considered non- reimbursable.
- c) Work performed by the CONSULTANT without written approval by the CITY's Designated Representative shall not be compensated. Any work performed by the CONSULTANT without approval by the CITY is performed at the CONSULTANT's own election.
- d) In the event the CITY fails to provide compensation under the terms and conditions of this Agreement, the CONSULTANT shall notify the CITY's Designated Representative in order that the CITY may take remedial action.
- e) Pricing has been calculated based on the current prices for the goods and/or services that are the subject of the RFQ. However, the market for the goods and/or services that pertain to this RFQ may be volatile on the basis of fuel costs and sudden and substantial price increases could occur. The CONSULTANT agrees to use its best efforts to obtain the lowest possible prices from fuel suppliers, but should there be a substantial and prejudicial increase in fuel prices for fuel that is purchased after execution of this Agreement which fuel prices directly and materially relate to the pricing of the goods and/or services provided for in this Agreement, the CITY agrees, upon written request from the CONSULTANT, to consider a reasonable adjustment to the prices set forth in this Agreement based upon the following index: Engineering News Record, Construction Cost Index, etc.. Any claim by the CONSULTANT for a price increase, as provided above, shall state, with specificity, the increased cost, the product in question, and the source of supply, and shall be supported by invoices or bills of sale and such other information as may be required by the CITY. Only one (1) such request from the CONSULTANT will be considered in each calendar year period. The decision of the CITY shall be final and non-appealable

SECTION 23: INVOICE PROCESS.

- a) Payments shall be made by the CITY to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONSULTANT shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing all services, a Project Status Report, the cost of the services, the name and address of the CONSULTANT, Work Order Number, Purchase Order Number, Contract Number and all other information required by this Agreement.
- b) Invoices which are in an acceptable form to the CITY and without disputable items will be processed for payment in accordance with the *Florida Prompt Payment Act*.
- c) The CONSULTANT will be notified by the CITY of any disputable items contained in invoices in accordance with the *Florida Prompt Payment Act* with an explanation of the deficiencies.
- d) The CITY and the CONSULTANT will make every effort to resolve all disputable items contained in the CONSULTANT's invoices.
- e) Each invoice shall reference this Agreement, the appropriate Work Order and Change Order if applicable, Purchase Order, the billing period, and include a Project Status Report for the period being billed.
- f) The *Florida Prompt Payment Act* shall apply.
- g) Invoices are to be forwarded directly to the designated project manager:

CITY of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

SECTION 24: TERMINATION OF AGREEMENT.

- a) The CITY may terminate this Agreement or any Work Order for convenience at any time for one or more of the reasons as follows:
 - (1) If, in the CITY's opinion, adequate progress under a Work Order is not being made by the CONSULTANT; or
 - (2) If, in the CITY's opinion, the quality of the services provided by the CONSULTANT is/are not in conformance with commonly accepted professional standards, standards of the CITY, the requirements of Federal or State regulatory agencies, and the CONSULTANT has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or
 - (3) The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT; or
 - (4) The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5) The CONSULTANT violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the CITY Code of Conduct.

- b) In the event of any of the causes described in this Section, the CITY's Designated Representative may send a certified letter requesting that the CONSULTANT show cause why the Agreement or any Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within fourteen calendar days of the receipt of the letter, the CITY may consider the CONSULTANT to be in default, and may immediately terminate this Agreement or any Work Order in progress under this Agreement.
- c) In the event that this Agreement or a Work Order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by the CONSULTANT.

SECTION 25: TERMINATION BY CONSULTANT FOR CAUSE.

- a) The CONSULTANT may terminate this Agreement if:
 - (1) The CITY materially fails to meet its obligations and responsibilities as contained in Section 14; CITY Rights and Responsibilities; or
 - (2) The CITY fails to pay the CONSULTANT in accordance with this Agreement.
- b) In the event of either of the causes described in Subsection (a), the CONSULTANT shall send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the CONSULTANT within fourteen calendar days of the receipt of said show cause notice, the CONSULTANT may consider the CITY to be in default, and may immediately terminate this Agreement.

SECTION 26: TERMINATION BY THE CITY WITHOUT CAUSE.

- a) Notwithstanding any other provision of this Agreement, the CITY Manager shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate any specific Work Order without cause, if such termination is deemed by the CITY to be in the public interest, provided that thirty (30) calendar days prior written notice is given to the CONSULTANT of the CITY's intent to terminate.
- b) In the event that this Agreement is terminated, the CITY shall identify any specific Work Order(s) being terminated and the specific Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.
- c) This Agreement will remain in full force and effect as to all authorized Work Order(s) that is/are to be continued to completion.

SECTION 27: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Agreement or any Work Order is terminated or canceled prior to final completion payment for the unpaid portion of the services provided by the CONSULTANT to the date of termination and any additional services shall be paid to the CONSULTANT.

SECTION 28: ACTION FOLLOWING TERMINATION.

Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue the provision of all services, unless the notice provides otherwise.

SECTION 29: SUSPENSION.

- a) The performance or provision of the CONSULTANT services under any Work Order under this Agreement may be suspended by the CITY at any time.
- b) In the event the CITY suspends the performance or provision of the CONSULTANT's services hereunder, the CITY shall so notify the CONSULTANT in writing. Such suspension becoming effective upon the date stated in the notice. The CITY shall pay to the CONSULTANT within thirty days all compensation which has become due to and payable to the CONSULTANT to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONSULTANT for the suspended provision of services unless and until the CITY's designated representative notifies the CONSULTANT in writing that the provision of the services of the CONSULTANT called for hereunder are to be resumed by the CONSULTANT.
- c) Upon receipt of written notice from the CITY that the CONSULTANT's provision of services hereunder are to be resumed, the CONSULTANT shall continue to provide the services to the CITY.

SECTION 30: ALTERNATIVE DISPUTE RESOLUTION (ADR).

- a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.
- b) The CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONSULTANT had knowledge and failed to present during the CITY procedures.
- c) In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 31: SEVERABILITY.

- a) If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

- b) All provisions of this Agreement shall be read and applied in Pari Materia with all other provisions hereof.
- c) Violation of this Agreement by the CONSULTANT is recognized by the parties to constitute irreparable harm to the CITY.

SECTION 32: CONTROLLING LAWS/VENUE / INTERPRETATION.

- a) This Agreement is to be governed by the laws of the State of Florida.
- b) Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Volusia County, Florida.
- c) This Agreement is the result of bona fide arm's length negotiations between the CITY and the CONSULTANT and all parties have contributed substantially and materially to the preparation of the Contract. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 33: INDEMNITY

- a) The CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed by the CONSULTANT in the performance of the contract.
- b) CITY and CONSULTANT acknowledge that the conditions of any construction contract shall include language, satisfactory to the CITY's attorney, in which the contractor agrees to hold harmless and to defend CITY, its agents and employees from all suits and actions, including attorney's fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed thereunder.
- c) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.
- d) In claims against any person or entity indemnified under this Section by an employee of the CONSULTANT or its agents or sub CONSULTANTS, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or its agents or sub CONSULTANTS, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.
- e) The execution of this Agreement by the CONSULTANT shall obligate the CONSULTANT to comply with the indemnification provision in this Agreement; however, the CONSULTANT must also comply with the provisions of this Agreement relating to insurance coverage's.

SECTION 34: INSURANCE.

- a) The CONSULTANT shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the CITY and with only such terms and conditions as may be acceptable to the CITY:
 - (1) Workers Compensation/Employer Liability: The CONSULTANT shall provide Worker Compensation insurance for all employees engaged in the work under this Agreement in accordance with the laws of the State of Florida. Employers' Liability Insurance at limits not less than the following:
 - \$500,000 Each Accident
 - \$100,000 Disease Each Employee
 - (2) Comprehensive General Liability: The CONSULTANT shall provide coverage for all operations including, but not limited to, contractual, independent CONSULTANT, products and complete operations and personal injury with limits not less than the following:
 - \$1,000,000 Bodily Injury & Property Damage - each occurrence
 - \$1,000,000 Personal & Advertising Injury - each occurrence
 - \$2,000,000 General Aggregate
 - (3) Comprehensive Business Automobile Liability: The CONSULTANT shall provide complete coverage with a combined single limit of not less than \$1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.
 - (4) Professional Liability: The CONSULTANT shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 CSL or its equivalent, with a combined single limit of not less than \$1,000,000, protecting the CONSULTANT against claims of the CITY for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the CONSULTANT.
 - (5) Other Required Insurance Coverage: Where unusual operations are necessary to complete the work, such as Longshoremen and Harbor Workers' Exposures, use of aircraft or watercraft, use of explosives, and any high risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the CITY which may, thereupon, required additional insurance coverage's.
- b) All insurance other than Workers Compensation and Professional Liability that must be maintained by the CONSULTANT shall specifically include the CITY as an additional insured. All insurance minimum coverage's extend to any sub- CONSULTANT, and the CONSULTANT shall be responsible for all sub CONSULTANTS.
- c) The CONSULTANT shall provide Certificates of Insurance to the CITY evidencing that all such insurance is in effect prior to the issuance of the first Work Order under this Agreement. These Certificates of Insurance shall become part of this Agreement. Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve the CONSULTANT of the CONSULTANT's full responsibility

for performance of any obligation including the CONSULTANT's indemnification of the CITY under this Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall, as soon as the CONSULTANT has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to the CITY, the CONSULTANT shall be deemed to be in default of this Agreement.

- d) The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty days prior notice will be given to the CITY by submission of a new Certificate of Insurance.
- e) The CONSULTANT shall provide Certificate of Insurance directly to the CITY's Designated Representative. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification required by this Agreement.
- f) The CONSULTANT shall provide updated Certificate of Insurance form(s) directly to the CITY's Designated Representative upon renewal of any policy.
- g) Nothing in this Agreement or any action relating to this Agreement shall be construed as the CITY waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.
- h) The CITY shall not be obligated or liable under the terms of this Agreement to any party other than the CONSULTANT. There are no third party beneficiaries to this Agreement.
- i) The CONSULTANT is an independent CONSULTANT and not an agent, representative, or employee of the CITY. The CITY shall have no liability except as specifically provided in this Agreement.
- j) All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.

SECTION 35: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION

The CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONSULTANT, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued there under, and any and all requirements of Federal or State law related thereto.

SECTION 36: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS

- a) The CONSULTANT shall maintain books, records, documents, time and costs accounts, and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.
- b) The CONSULTANT shall maintain and allow access to the records required under this Section for a minimum period of five years after the completion of the provision or performance services under this Agreement and date of final payment for said services, or date of termination of this Agreement.
- c) The CITY reserves the right to unilaterally terminate this Agreement if the CONSULTANT refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and other applicable law, and made or received by the CONSULTANT in conjunction, in any way, with this Agreement.
- d) The CITY may perform, or cause to have performed, an audit of the records of the CONSULTANT before or after final payment to support final payment under any Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONSULTANT and the CITY subsequent to the close of the final fiscal period in which services are provided or performed. Total compensation to the CONSULTANT may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONSULTANT. Conduct of this audit shall not delay final payment as required by this Section.
- e) In addition to the above, if Federal, State, County, or other entity funds are used for any services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or the County of Volusia, or any representative, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.
- f) In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Agreement, the CONSULTANT shall refund such overpayment to the CITY within thirty days of notice by the CITY of the request for the refund.
- g) The CONSULTANT agrees to fully comply with all State laws relating to public records.
- h) The CONSULTANT agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

SECTION 37: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

SECTION 38: SUBMITTALS.

The following are items the CONSULTANT must submit to the CITY as stated in this Agreement:

1. Certificates of Insurance
 - a) Worker compensation insurance for all employees; Section 33, Paragraph (a)
 - b) Certificates of Liability Insurance; Section 33, Paragraph (a)
2. American with Disabilities Act; Section 16, Paragraph (f)
3. Price Schedule
4. Business Tax Receipt
5. Request for Taxpayer Identification Number and Certification IRS Form W-9

All provided to the CITY must be accurate and updated certifying the CONSULTANT is proceeding correctly.

SECTION 39: MAINTENANCE OF RECORDS

CONSULTANT will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by CONSULTANT for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. OWNER, or any duly authorized agents or representatives of OWNER, shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

SECTION 40: OWNERSHIP OF DOCUMENTS

Upon completion or termination of each Work Order, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by CONSULTANT under this Agreement shall be delivered to and become the property of CITY. CONSULTANT, at its own expense, may retain copies for its files and internal use. To the extent permitted by law, CITY agrees to indemnify and hold harmless CONSULTANT with respect to any claim, loss or damage, including attorney's fees incurred by CONSULTANT due to the CITY's use of said records, documents, tracings, plans, specifications, maps, evaluations, reports, computer disks and other technical data on some other project, unless such use is authorized by CONSULTANT.

With respect to and in consideration for the indemnification provided by CITY, CONSULTANT agrees to pay to CITY \$10.00, the sufficiency and receipt of which is acknowledged through the signing of this Agreement.

SECTION 41: EXHIBITS.

Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the CITY through its CITY Commission taking action on the _____ day of _____, _____, and the CONSULTANT signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:



Authorized Corporate Officer

CONSULTANT

By: 

Authorized Corporate Officer

Date: 11/12/15

As approved by the CITY Commission of the CITY of Holly Hill at its meeting of 10 day of NOVEMBER.

ATTEST:



Valerie Manning, City Clerk

CITY OF HOLLY HILL

By: 

Joseph A. Forte, City Manager

Date: 12-4-2015

EXHIBIT A Scope of Services

GENERAL SCOPE OF SERVICES:

CONSULTANT shall provide to CITY professional engineering services in all phases of the work to which this General Engineering Services Agreement applies. The exact nature and magnitude of the required professional services cannot be defined precisely at the time of entering into this Agreement. The services to be performed by CONSULTANT will be set forth in the scope of services described in Work Orders to be issued by CITY from time to time. This shall include, at a minimum, the following services:

- Program Management Services
- Special Services such as Feasibility Studies and Planning
- Stormwater Management Design
- Paving and Drainage Improvements
- Roadway and Enhancement Project Design including FDOT or County related projects
- Traffic Engineering
- Construction Design, Contract Administration, Engineering and Inspection
- Public Works Permitting and Inspections
- Wastewater Treatment Plant, pump station and collection system design
- Water Treatment Plant and distribution system design
- Electrical/Electronic/SCADA system upgrades
- Property, Boundary, Easements, R/W, Topographic, and Utility surveys
- Site Plan Review
- Other miscellaneous professional services that the city may desire

SERVICES

The scope of this Contract includes, but is not limited to:

Program Management Services

- Assist with program and project prioritization including benefit/cost analysis, preparation of business cases and related financial analysis.
- Provide support of scope management, cost management (including earned value management), schedule management, risk analysis, communications management, stakeholder management, and other related duties.
- Assist in quality management including the creation and oversight of a new internal Quality Assurance and Quality Control Process. Perform quality control, including constructability reviews, for design document submittals, including work performed by other Consultants.
- Assist in the creation and oversight of a Change Management System for all proposed scope changes, additional budget requests, consultant additional fee requests, etc.
- Assist in the management of the existing Purchasing Contracts including analysis and reporting of proper contract usage and Consultant rotation (for Master Contracts).
- Assist in the creation of Scope documents, special Contract Provisions, Project Concept Reports, Request for Proposal (RFP) documents and other related documents for new Professional Services Contracts.
- Assist in the creation of documents required for Purchasing Construction Projects.
- Assist in the tracking of work orders and contract expirations and required financial related amendments.

- Prepare project schedules, costs estimates and value engineering analysis and/or review this information that is provided to the CITY by others as needed.
- Present/ provide public meeting support.
- Preparing official minutes for project related meetings for the City of Holly Hill's approval and dissemination.
- Assist with conducting man-hour costs and project schedule negotiations with Consultants.
- Provide Value Engineering services as requested.
- Provide Structural Engineering review services and expertise as needed.
- Research Engineering related topics as needed and provide related technical summaries of requested information.
- Provide expertise in a variety of other Engineering topics as requested.
- Provide Utility Coordination and support, including pre-construction coordination, related to all Capital Projects.
- Serve as a liaison for FDOT or Volusia County projects within the City of Holly Hill as needed.
- Provide temporary in-house program management staff, if requested, on a part-time or full-time basis.

Planning Support

- Prepare various concept and feasibility studies for Capital Projects as needed.
- Analyze alternative design concepts and prepare technical reports as needed.
- Perform transportation planning and traffic operations studies for various projects as needed.
- Prepare Complete Street or Context Sensitive Design studies as needed.
- Provide review of Project Development and Environment (PD&E) studies being performed within the city.

Design Support

- As requested, furnish expertise, labor and resources in preparing complete code compliant sets of construction contract documents, plans, specifications and special provisions as needed for Capital Projects. These projects include, but are not limited to, roadway, sidewalk, trail, stormwater and/or water quality, buildings, landscaping/irrigation, water/wastewater treatment plant, water distribution, wastewater collections, and well field projects.
- Provide Survey and Mapping services as needed to complete the required design services.
- Provide any post design services and/or plan update services as needed to include record drawings and as-built drawings.
- Attend meetings as necessary and provide any related Public Information support.
- Prepare Maintenance of Traffic (MOT) plans as needed and/or provide the review of MOT plans prepared by others.
- Prepare Landscape Design plans as needed and/or review Landscape Plans prepared by others.
- Provide Geotechnical Engineering support as needed.
- Provide other services as needed related to the Design elements of related Capital Projects.

Construction Engineering and Inspection Services

- Conducting and/or attending preconstruction meetings.
- Review and approval of shop drawings, products, etc.
- Preparation of change orders.
- Construction contract administration.
- Construction engineering and inspection services.
- Coordination/provision of record drawings and as-built drawings.

- Construction services for FDOT funded projects which must follow FDOT guidelines.
- Additional engineering services as may be required during the course of construction.

Grant Funding Support

- Assist in preparation of various grant applications and associated documents for Public Works Department related grants.
- Assist in coordination with the Florida Department of Transportation for LAP projects and assist in the preparation of the necessary forms and related documents.
- Assist with duties related to the various committees at the River to Sea Transportation Planning Organization (TPO), including review of agenda packet technical information, preparation of Prioritized Project Lists, creation of new project applications, preparation of presentations and other associated duties.
- Provide other related grant funding support as needed.

Miscellaneous Support

- Provide assistance to obtain all permits for Capital Projects or others as required for the Public Works Department.
- Consumptive use permitting, DEP operating and/or construction permits.
- NPDES wastewater permitting, reuse permitting, capacity analysis reports, reuse feasibility reports.
- SJRWMD permitting, NPDES MS4 permitting support, Corp of Engineers permitting, etc.
- Provide assistance for property acquisitions related to hearings, condemnations proceedings, and other litigation including the preparation of trial exhibits.
- Site plan review services.
- Provide appraisals and other property acquisition support as needed.
- Preparation of applicable easements, R/W acquisition documents.
- Provide environmental research and support, including, but not limited to, contamination analysis, wetland research and analysis, threatened and endangered species and archeological and historical research.
- Assist with necessary duties as required related to disaster storm/recovery. Coordinate with FEMA, NRCS and FHWA for reimbursements and potential funding to repair storm related damage to the Transportation and Stormwater system.
- Provide assistance with the CITY's Asset Management system including review and prioritization of asset management data (such as pavement condition index scores, etc.).
- Provide coordination and analysis of the CITY's Work Management System and assist with the integration of the CITY's Asset Management System.
- Preparation or procurement of operation and maintenance manuals
- Perform other duties as needed; services dictated by the needs of the CIP and other specific projects

Exhibit B
Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/28/2015

5.4.b

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

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

PRODUCER Caton-Hosey Insurance 3731 Nova Rd. Port Orange FL 32129		CONTACT NAME: Melissa Adrian, CPSR PHONE (A/C, No, Ext): (386) 767-3161 FAX (A/C, No): (386) 760-1770 E-MAIL ADDRESS: melissa@catonhosey.com															
INSURED QUENTIN L HAMPTON & ASSOCIATES INC PO BOX 290247 PT ORANGE FL 32129		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: American Casualty Co of Reading PA</td><td>20427</td></tr><tr><td>INSURER B: Westfield Insurance Company</td><td>24112</td></tr><tr><td>INSURER C: Commerce & Industry</td><td>19410</td></tr><tr><td>INSURER D: Continental Casualty Ins Co C/o Cna</td><td>20443</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: American Casualty Co of Reading PA	20427	INSURER B: Westfield Insurance Company	24112	INSURER C: Commerce & Industry	19410	INSURER D: Continental Casualty Ins Co C/o Cna	20443	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: American Casualty Co of Reading PA	20427																
INSURER B: Westfield Insurance Company	24112																
INSURER C: Commerce & Industry	19410																
INSURER D: Continental Casualty Ins Co C/o Cna	20443																
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: CL1532712811

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			1069074479	4/5/2015	4/5/2016	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000																				
MED EXP (Any one person)	\$ 10,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			CWP0986697	4/5/2015	4/5/2016	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>PIP-Basic</td><td>\$ 10,000</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	PIP-Basic	\$ 10,000				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
PIP-Basic	\$ 10,000																				
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			EBU066694732	4/5/2015	4/5/2016	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 4,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 4,000,000	AGGREGATE	\$ 4,000,000		\$								
EACH OCCURRENCE	\$ 4,000,000																				
AGGREGATE	\$ 4,000,000																				
	\$																				
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1069060341	4/5/2015	4/5/2016	<table border="1"><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ 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						
☒ PER STATUTE ☐ OTH-ER																					
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				

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

CERTIFICATE HOLDER**CANCELLATION**City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

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

John Hosey/ASHOOK

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/28/2015

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

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

PRODUCER USI Insurance Services, LLC 1715 N. Westshore Blvd. Suite 700 Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 37885
INSURED Quentin L. Hampton Associates, Inc. PO Drawer 290247 4401 Eastport Pkwy Port Orange, FL 32127-0247		

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
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE ☐ OCCUR ☐						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N ☐ N/A						E.L. EACH ACCIDENT \$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR9722651	04/03/2015	04/03/2016	\$1,000,000 per claim \$2,000,000 annl aggr.

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

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

CERTIFICATE HOLDER

CANCELLATION

City of Holly Hill
 1065 Ridgewood Ave
 Holly Hill, FL 32117

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

[Signature]

© 1988-2010 ACORD CORPORATION. All rights reserved.

**Exhibit C
WORK ORDER FORM**



WORK ORDER-SERVICES# _____

Encumbrance PO Number: _____

City of Holly Hill (Buyer)

Resolution #: _____

Vendor Name:	Date:
Address:	Bld #:
City, State & Zip:	Project:
	Commission Approval Date:

Budgeted/Existing: _____ **New:** _____ **Continuing Service:** _____

Mail Invoices in duplicate to:
City of Holly Hill

Total Cost: \$ _____

Holly Hill, Florida 321 _____

ATTACHMENTS TO THIS WORK ORDER:	METHOD OF COMPENSATION:
() Description of Services	() Fixed Fee Basis
() Drawings/Plans/Specifications	() Not To Exceed
() Special Conditions	() Unit Price
() Rate Schedule	

TIME FOR COMPLETION: The obligation of the Vendor to provide services to the City shall commence upon execution of this Work Order (WO) by the parties and services shall be completed by _____. Failure to meet the completion date may be grounds for termination of this WO and the underlying contract for default. Time is of the essence.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE CITY)

ATTEST:

Vendor

_____, Attesting Officer

_____, Officer with Corporate Signatory Authority

Date: _____

WITNESSES:

CITY OF HOLLY HILL

Department Head approved RAP on _____

Authorized Signatory

WORK ORDERS TERMS AND CONDITIONS

- Execution of this Work Order (WO) by the City shall serve as authorization for the Vendor to provide for the stated services as set out in this WO. It is expressly understood by the Vendor that this WO, until executed by the City, does not authorize the Vendor to perform any services for the City.
- This WO shall take effect on the date of its execution by the City and expires upon final completion, inspection and payment unless terminated earlier in accordance with the termination provisions herein. The Vendor shall sign this WO first and the City second. This WO will be forwarded to the Vendor upon execution by the City.
- The Vendor shall provide services pursuant to this WO, its attachments, and the underlying Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety. In the

event that the terms and conditions of this WO are inconsistent with the terms and conditions of an underlying contract which is implemented, in whole or part, by this WO; then the terms and conditions of the underlying contract shall apply.

- Compensation is based on the method indicated on the first page of this WO.
- Payments to the Vendor shall be made by the City in strict accordance with the payment terms and conditions listed below or in the underlying contract.
- By accepting this WO, the Vendor accepts all the terms and conditions included herein.
- The City reserves the right, without liability of any type, to cancel this WO as to any services not yet performed or tendered, and to purchase substitute services and to charge the Vendor for any loss incurred.
- The City may cancel this WO, any outstanding services hereunder, or reschedule in whole or in part, for cause or no cause, upon written notice to the Vendor sent at least fourteen (14) days prior to the completion date specified. The City may cancel this WO in whole or in part at any time for default by written notice to the Vendor.
- The City shall have no liability to the Vendor beyond payment of any balance owing for services completed hereunder and accepted by the City prior to the Vendor's receipt of the notice of termination.
- Prices stated on this WO are firm, all inclusive and consistent with applicable negotiations, bid(s) and/or quotations. The City is exempt from the Florida sales and use taxes and will furnish the Vendor with proof of tax exemption upon written request.
- The City reserves the right to conduct any inspection or investigation to verify compliance of the services with the requirements of this purchase and to reject any delivery not in compliance and, if the deficiency is not visible at the time of acceptance, to take and require appropriate corrective action.
- The Vendor agrees to comply with all Federal, State of Florida, Volusia County and City laws, ordinances, regulations, authority and codes and authority having jurisdiction over the purchase. This WO shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Volusia County, Florida.
- The Vendor agrees to indemnify, hold harmless and defend the City: (1) from any loss, expense, claim or damage arising from any claim or action based on any acts or omissions of the Vendor, its employees, servants, agents or sub CONSULTANTS; (2) with respect to any and all claims, suits, actions, and proceedings of actual or alleged infringements of any letter, patent, register of industrial design, trademark or trade name, trade secret, copyright or other protected right in any country resulting from any sale, use or manufacture of any goods delivered hereunder. The City reserves its right to be represented in any such action by its own counsel. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Section 768.28, *Florida Statutes*.
- The Vendor shall not assign this WO, any rights under this WO or any monies due or to become due hereunder, nor delegate or subcontract any obligations or work hereunder without the prior written consent of the City.
- The Vendor shall perform the obligations of this WO as an independent CONSULTANT and under no circumstances shall it be considered as agent or employee of the City.
- The Vendor ensures that its personnel shall comply with reasonable conduct guidelines and City policies and procedures. A person or affiliate who has been placed on the convicted vendor list may not submit a bid or transact business with the City in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. In compliance with 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (INA)], the City will not intentionally make an award or upon discovery of a violation will unilaterally cancel this WO with any vendor who knowingly employs unauthorized alien workers.
- If this WO involves the Vendor's performance on the City's premises or at any place where the City conducts operations, the Vendor shall request information from the Purchasing Manager regarding insurance coverage requirements. Noncompliance with this item shall place the Vendor in default and subject to disbarment from the City's Vendor List.
- The failure of the City to enforce any provision of this WO, exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

**Exhibit D
AMERICANS WITH DISABILITIES ACT
AFFIDAVIT**

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding CITY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the CITY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the CITY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

DATED this 12th day of November, 2015.

Quentin L. Hampton Associates, Inc.
(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

Brad T. Blais, P.E.
(Printed name of person signing FORM)

President
(Title of person signing FORM)

Sworn to and subscribed before me
This 12th day of November, 2015.

[Signature]
Signature of Notary (& Stamp)
Notary Public, State of
Florida
Personally Known ✓ or
Produced Identification ✓
(type of identification)



**Exhibit E
FEE SCHEDULE**

QUENTIN L. HAMPTON ASSOCIATES, INC.
HOURLY RATE AND FEE SCHEDULE
(Revised November 2015)

Position	Rate
Expert Witness.....	\$250
Principal.....	\$175
Project Manager.....	\$175
Professional Engineer.....	\$140
Engineering Intern.....	\$100
Construction Services Supervisor.....	\$85
Production Supervisor.....	\$80
GIS Technician.....	\$75
CADD Technician.....	\$75
Grant/Funding Coordinator.....	\$70
Federal Grant Compliance Specialist.....	\$70
Construction Project Representative (Inspector).....	\$65
Sr. Administrative Supervisor.....	\$60
Administration Support.....	\$50

Construction Engineering and Inspection (CEI) Services

Senior Project Engineer.....	\$175
Project Administrator/Project Engineer.....	\$140
Assistant Project Administrator/Project Engineer.....	\$100
Senior Inspector/Senior Engineer.....	\$85
Utility Coordinator.....	\$85
Senior Inspection Building Structures.....	\$85
Resident Compliance Specialist.....	\$70
Inspector/Engineer Intern.....	\$65
Asphalt Plant Inspector.....	\$65
Public Information Officer.....	\$65
Building Inspector/Electrical.....	\$65
Contract Support Specialist.....	\$60
Associate Contract Support Specialist.....	\$50
Inspector's Aide.....	\$50
Secretary/Clerk Typist.....	\$50

Subsurface Utility Engineering (SUE) Services

Project Manager.....	\$140
Project Coordinator.....	\$70
Field Technician.....	\$65
Administrative Support.....	\$50
Vacuum Excavator.....	\$600/day
Ground Penetrating Radar (GPR).....	\$150/day
Truck.....	\$300/day

Building Code Services

Chief Building Official	\$85
Fire Safety Inspector/Fire Systems Plan Review	\$80
Building Plans Examiner	\$75
Building Inspector.....	\$65

Reimbursable Expenses:

<u>Item</u>	<u>Fee</u>
Printing /Reproduction/Graphics	Actual Cost
Sub-Consultant Services	Actual Cost
SUE Field/Marking/Restoration Supplies	Actual Cost
Travel.....	Actual Cost
Sales Tax	Actual cost if/when sales tax is applicable

Schedule Notes:

1. Schedule shall be subject to annual adjustments
2. Reimbursables subject to a 10% administrative fee, if allowed or as otherwise specified in Contract.
3. Rates are hourly rates unless otherwise noted.

**Exhibit F
BUSINESS TAX RECEIPT**

2015/2016

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
 Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - 386-736-5938



Receipt # 198502020070 Expires: September 30, 2016
 Business Location: 4401 EASTPORT PARK WAY

Business Name: QUENTIN L HAMPTON ASSOC INC
 Owner Name: QUENTIN L HAMPTON ASSOC INC
 Mailing Address: P O DRAWER 290247
 PORT ORANGE, FL 32129

BUSINESS TYPE	CODE	COUNT	TAX
Architect or Engineer	461AE		\$30.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
 POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Exhibit G
Request for Taxpayer Identification Number and Certification
(W-9 Form)

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Quentin L. Hampton Associates, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC
☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
PO Drawer 290247

6 City, state, and ZIP code
Port Orange, FL 32129-0247

7 List account number(s) here (optional)

Requester's name and address (optional)
**City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117**

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
5	9		-	1	2	2	1	2	6 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Marius G. Gurnea* Date ▶ *11/11/15*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or thirty (30) days after closing, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Qualification authorizes release of your firm's credit data to City of Holly Hill.

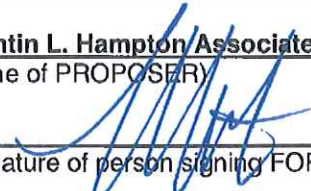
If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/Qualification package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the City in the event we are forced to litigate the public records status of the company's documents.

DATED this 12th day of November, 2015.

Quentin L. Hampton Associates, Inc.

(Name of PROPOSER)



(Signature of person signing FORM)

Brad T. Blais, P.E.

(Printed name of person signing FORM)

President

(Title of person signing FORM)

Project Number: RFQ-ENG-15-01

Sworn to and subscribed before me

This 12th day of November, 2015.



Signature of Notary (& Stamp)

Notary Public, State of

Florida

Personally Known ☒ or

Produced Identification

(type of identification)



THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

**PUBLIC ENTITY CRIME SWORN STATEMENT (FORM PUR 7068)
SWORN STATEMENT UNDER SECTION 287.133(3)(A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to City of Holly Hill
[print name of public entity]

by Brad T. Blais, P.E., President
[print individual's name and title]

for Quentin L. Hampton Associates, Inc.
[print name of entity submitting sworn statement]

whose business address is:

4401 Eastport Parkway, Port Orange, FL 32129

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1221261
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public

entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature) _____

Date: November 12, 2015

Sworn to and subscribed before me this 12th day of November, 2015.

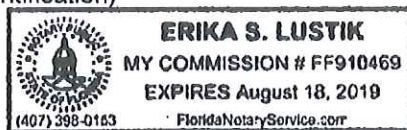
Personally known ✓

Or Produced identification _____

Notary Public – State of Florida

My commission expires _____

(Type of Identification)



Erika S. Lustik
(Printed, typed or stamped
commission name of notary public)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that **Quentin L. Hampton Associates, Inc.** does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Qualification, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

DATED this 12th day of November, 2015.

Quentin L. Hampton Associates, Inc.
(Name of PROPOSER)

(Signature of person signing FORM)

Brad T. Blais, P.E.
(Printed name of person signing FORM)

President
(Title of person signing FORM)

Sworn to and subscribed before me
This 12th day of November, 2015.

(Signature of Notary) *Erika S. Lustik*
Signature of Notary (& Stamp)
Notary Public, State of
Florida

Personally Known ☒ or
Produced Identification ☐
(type of identification)

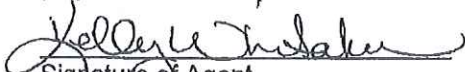


THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

INSURANCE CONFIRMATION

On behalf of our client, Quentin L Hampton & Associates, Inc.

and by acknowledging with signature below, we have read and understand the insurance requirements for this Solicitation and Agreement. We can and will provide a Certificate of Insurance (COI) that is compliant with the insurance requirements stated in this Solicitation and Agreement should our client be awarded the project.


Signature of Agent

Kelly Whitaker, Agent
Print Name & Title

Caton Hosey Insurance
Agency

3731 Nova Road, Port Orange, FL 32129
Address

City of Holly Hill
Project # & Title

11-12-2015
Date

INSURANCE CONFIRMATION

On behalf of our client, Quentin L. Hampton Associates, Inc.

and by acknowledging with signature below, we have read and understand the insurance requirements for this Solicitation and Agreement. We can and will provide a Certificate of Insurance (COI) that is compliant with the insurance requirements stated in this Solicitation and Agreement should our client be awarded the project.

Tom Kye
Signature of Agent

Thomas Kye, Professional Liability Specialist
Print Name & Title

USI Insurance Services LLC
Agency

1715 N Westshore Blvd, Suite 700, Tampa, FL 33607
Address

Project # & Title

November 12, 2015
Date



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

5.5

**City Commission
Resolution**

MEETING DATE: October 8, 2019
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into a Three (3) Year Contract with the Option of Two (2) One Year Renewals with H & H Liquid Sludge Disposal, Inc., to Provide Sludge Removal, Hauling and Disposal Services; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2019-R-66
APPLICANT:
PLANNER:

DISCUSSION:

The City wishes to contract services to provide specialized disposal and the transporting of Class "B" residual biosolids from the Wastewater Treatment Plant for land application in accordance with the specifications stated and/or attached herein/hereto.

Proposals were received on September 17, 2019 at 10:00 a.m.

The term of this agreement will be for a three (3) year period beginning on the date the contract is issued. This contract may be renewed, upon agreement by both parties, for up to two (2) additional one-year periods. All prices quoted shall remain firm for the first three (3) years of this agreement.

FISCAL ANALYSIS:

Three vendors submitted proposals:

- H&H Liquid Sludge Disposal, Inc.
- Sweetwater Environmental, Inc.
- Synagro South, LLC

All bidders were considered responsive, with H&H being the lowest at \$27.50/cuyd for year 1 and \$28.00/cuyd for years 2 and 3. Based on the 2019 sludge hauling, this equates to a first-year anticipated cost of \$147,785.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into a contract with H&H Liquid Sludge Disposal, Inc., to

provide sludge removal, hauling and disposal services.

COMMISSION GOALS:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR CONTRACT, WITH THE OPTION FOR TWO (2) ONE YEAR RENEWALS, WITH H&H LIQUID SLUDGE DISPOSAL, INC., TO PROVIDE SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES.

ATTACHMENTS:

- H & H Sludge Removal - ITB Submittal for SLUDGE HAULING (PDF)
- Proposal for Holly Hill, FL Sludge Removal, Hauling & Disposal - Submitted by Synagro South, LLC (PDF)
- Sweetwater ITB Submittal for SLUDGE HAULING (PDF)
- RFP_19-WW-12_Sludge_Hauling (PDF)
- RFP_19-WW-12_Sludge_Hauling-proposed pricing form revised (PDF)
- RFP_19-WW-12_Sludge_Hauling-insurance requirements updated (PDF)
- RFP 19-WW-12 Addendum No 1 (PDF)

Resolution No. 2019-66

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR CONTRACT WITH THE OPTION OF TWO (2) ONE YEAR RENEWALS WITH H & H LIQUID SLUDGE DISPOSAL, INC., TO PROVIDE SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR CONTRACT WITH THE OPTION FOR TWO (2) ONE YEAR RENEWALS, WITH H&H LIQUID SLUDGE DISPOSAL, INC., TO PROVIDE SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill approved the proposed operating costs as part of the fiscal year 2019-20 budget; and

WHEREAS, the City has competitively bid the contract which had the bid opening on September 17, 2019; and

WHEREAS, H&H Liquid Sludge Disposal, Inc was the lowest responsive bidder, at \$27.50/cuyd for year 1 and \$28.00/cuyd for years 2 and 3.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into a three (3) year agreement, with the option for two (2) one year renewals, with H&H Liquid Sludge Disposal, Inc., to provide sludge removal, hauling and disposal services.

SECTION 2. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of OCTOBER, 2019.

H&H Liquid Sludge Disposal, Inc.

Steve Hacht, President

P.O. Box 390, Branford, FL 32008

(800) 653-0386

biosolidsolutions@hhlstd.com

City of Holly Hill

Sludge Removal, Hauling and Disposal Services

Invitation to Bid Number ITB #19-WW-12

**Opening: Tuesday, September 17, 2019
at 10:00 am**

Table of Contents

Table of Contents	2
1. Management Summary	3
A) Letter	4
2. Corporate Experience and Capacity	5
A) Corporate Experience	6
B) Equipment & Customer Specific Details	7
3. Customer Listing	8
A) Work of Similar Size & Scope	9-10
4. Acceptance of Conditions	11
A) Statement	12
5. Documents	13
A) State Certificate	14
B) Florida Corporation Annual Report	15
C) Osceola County Operating Permit- Hauling	16
D) Osceola County Operating Permit- Land Spread	17
E) Florida DOT Issuance	18
F) Fertilizer License	19
G) Certificate of Insurance	20
6. Required Form Submittals	21
A) Standard Contract	22-23
B) Proposers Checklist	24
C) Conflict of Interest Affidavit	25
D) Proposers Qualification Form	26-27
E) Declaration Statement	28
F) Insurance Requirements	29-30
G) Drug-Free Workplace	31
H) Non-Collusion Affidavit	32
I) Acknowledgements	33-34
J) Compliance with Public Records	35
K) References Form	36
L) Public Entity Crimes Statement	37-38
M) Vendor Information	39
N) Form W-9	40
7. Price Proposal Form	41-42
8. Addendum & Invitation to Bid	43-68

1. Management Summary

Liquid Sludge Disposal
H & H
Inc.

P.O. Box 390 • Branford, Florida 32008 • (800) 653-0386

September 16, 2019
ITB 19-WW-12

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

To Whom It May Concern,

H&H Liquid Sludge Disposal, Inc. is a Florida corporation, started in 1978, which provides transportation and disposal services to water and wastewater treatment facilities for their residual products. Today H&H LSD, Inc. is a leader in residuals management in Florida, serving more than 50 facilities in the State, and has access to over 48,000 acres of FDEP permitted pastureland available for biosolids land application.

Our company is dedicated to providing quality service at competitive pricing, as well as being stewards of the environment by partnering with experts in the agricultural and wastewater industries to ensure biosolids are reused in the most effective manner. H&H LSD, Inc. can provide the necessary equipment, qualified personnel, permits and BMF locations to satisfy the City's needs for the removal and disposal of Class "B" residual biosolids. Additionally, we are currently providing the City's Biosolids and Land Application services and hope to continue our relationship with the City of Holly Hill.

In regards to this invitation to bid, I may be contacted at (800) 653-0386 or via email at shacht@hhlsd.com if there are any questions.

Sincerely,



Steve Hacht, President
H&H LSD, Inc.

2. Corporate Experience and Capacity

H&H Liquid Sludge Disposal, Inc. Corporate Experience

H&H LSD, Inc. is a family-owned corporation located in Branford, Florida. Since 1978, H&H has contracted with cities and counties to provide for their needs in water and wastewater management, such as agricultural site permitting, press dewatering, lime-stabilization, landfill and leachate hauling, biosolids composting, lift-station emergency pumping, operating wastewater treatment plants, and marketing compost and pelletized biosolid products. The company currently has over 55 qualified full-time employees and subcontractors, which include professional truck drivers, supervisors, field laborers and office staff.

H&H has developed an excellent rapport with city and county utilities statewide. The company is proud of its past performance and its present-day reputation of having the best and most dependable service in Florida's biosolids industry. The company takes pride in having accepted the challenge of biosolids management and is extremely pleased with its ability to handle numerous contracts at the same time.

In the 40 years of doing business, H&H has become a full-service entity that can perform various tasks in water and wastewater such as:

- 1) Transporting liquid and dewatered solids.
- 2) Land applying Class "B", Class "A", or Class "AA" residuals to citrus groves, farms, nurseries, ranches, and sod fields.
- 3) Dewatering wastewater sludge with filter belts and plate presses.
- 4) Lime stabilization of waste activated or non-vector biosolids.
- 5) Composting Class "B" biosolids to Class "AA".
- 6) Marketing Class "AA" for agricultural or commercial distribution.

H&H's primary objective will be to continue to service Florida Cities and Counties at fair prices and provide the latest waste technologies available.

H&H Liquid Sludge Disposal, Inc.
Equipment and Customer Specific Details

Company Equipment Listing

30 Tankers
132 Aluminum Dump Trailers
4 Semi-Tractors
14 Lease Semi-Tractors

ITB# 19-WW-12 Job Specific Equipment & Personnel

Primary

Unit# 306	Aluminum Dump Trailer	30 cubic yards
Unit# 308	Aluminum Dump Trailer	30 cubic yards
Unit# 316	Aluminum Dump Trailer	30 cubic yards

Tractor# 235116	Freightliner	80,000 lbs
-----------------	--------------	------------

Secondary

Unit# 309	Aluminum Dump Trailer	30 cubic yards
Unit# 349	Aluminum Dump Trailer	30 cubic yards

Tractor# 3148	Mack	80,000 lbs
---------------	------	------------

Personnel

Steve Hacht, President/Owner	30 yrs	Company Tenure (30 yrs Industry Exp.)
Katie Matthews, Controller/Owner	17 yrs	Company Tenure (17 yrs Industry Exp.)
Luis Anuez, Logistics Coordinator	13 yrs	Company Tenure (36 yrs Industry Exp.)
Blake Hacht, Compliance Manager	6 yrs	Company Tenure (8 yrs Industry Exp.)
Truck Driver, Nathan Moat	10 yrs	Company Tenure (40 yrs Industry Exp.)
Truck Driver, Matt Falkner	3 mo	Company Tenure (29 yrs Industry Exp.)
Accounting, Sheila Morrison	36 yrs	Company Tenure (36 yrs Industry Exp.)

3. Customer Listing

H&H Liquid Sludge Disposal, Inc.
Customer Listing

Work of Similar Size and Scope

- 1) City of Cocoa
 Address: 375 N Cocoa Blvd, Cocoa, FL 32922
 Contact: Brent Heimbecker, Chief Operator
 Phone: (321) 802-8301
 Project Title: Biosolids Transportation and Disposal
 Description: Hauling of Class B biosolids to a DEP permitted disposal site for land application.
 Dates of Service: August 2011 to present

- 2) City of Palm Bay
 Address: 1111 Troutman Blvd NE, Palm Bay, FL 32905
 Contact: Michael Saccoman, Wastewater Plant Supervisor
 Phone: (321) 952-3499
 Project Title: Biosolids Transportation & Disposal
 Description: Hauling of Class B biosolids to a DEP permitted disposal site for land application.
 Dates of Service: October 1, 2013 to present

- 3) City of Edgewater
 Address: 409 Mango Tree Drive, Edgewater, FL 32132
 Contact: Eric Bosse, Superintendent
 Phone: (386) 424-2484
 Project Title: Biosolids Transportation and Land Application
 Description: Hauling of Class B biosolids to a DEP permitted disposal site for land application.
 Dates of Service: June 2014 to present

- 4) City of Rockledge
 Address: 1600 Huntington Lane, Rockledge, FL 32955
 Contact: Jim Elmore, Director
 Phone: (321) 221-6377
 Project Title: Dewatered Sludge Transportation and Disposal Services
 Description: Hauling of biosolids for disposal at a permitted class on landfill.
 Dates of Service: October 2014 to present

- 5) St. Johns County
 Address: 1205 SR 16, St. Augustine, FL 32084
 Contact: Tony Cubbedge, Environmental Division Manager
 Phone: (904) 209-2620
 Project Title: Collection, Transportation & Disposal of Wastewater Sludge
 Description: Transport and dispose of Class B wastewater residuals from four Wastewater Treatment Facilities for land application of cake and liquid sludge.
 Dates of Service: June 2014 to present

- 10) Orange County
Address: 4760 Sand Lake Road, Orlando, FL 32819
Contact: Perry Davis, Senior Purchasing Agent
Phone: (407) 836-5638
Project Title: Biosolids Management
Description: Transportation of biosolids material to a DEP permitted land application disposal site.
Dates of Service: June 1, 2015 to December 2018
- 11) City of Lake City
Address: 205 North Marion Avenue, Lake City, FL 32055
Contact: Cody Pridgeon, Wastewater Director
Phone: (386) 758-5455
Project Title: Collection, Transportation and Disposal of Wastewater Sludge
Description: Hauling of Class B biosolids to a DEP permitted disposal site for land application.
Dates of Service: March 2015 to present

4. Acceptance of Conditions

H&H Liquid Sludge Disposal, Inc.
Acceptance of Conditions

H&H Liquid Sludge Disposal, Inc. understands and accepts the conditions of the ITB, including insurance requirements, in its current form. No exceptions are proposed.

5. Documents

State of Florida

Department of State

I certify from the records of this office that H & H LIQUID SLUDGE DISPOSAL, INC. is a corporation organized under the laws of the State of Florida, filed on July 24, 1978.

The document number of this corporation is 579930.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 7, 2019, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of February, 2019*



Randy Bue
Secretary of State

Tracking Number: 8705111666CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

2019 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 579930

Entity Name: H & H LIQUID SLUDGE DISPOSAL, INC.

Current Principal Place of Business:

6990 US HWY 27
BRANFORD, FL 32008

Current Mailing Address:

P O BOX 390
BRANFORD, FL 32008 US

FEI Number: 59-1832613

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

RICK D. HACHT
6990 US HWY 27
BOX 390
BRANFORD, FL 32008 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRESIDENT

Name HACHT, STEPHEN C

Address 27627 65TH ROAD

City-State-Zip: BRANFORD FL 32008

Title VP

Name HACHT, RICK D

Address 6990 US HWY 27

City-State-Zip: BRANFORD FL 32008

Title SECRETARY/TREASURER

Name MATTHEWS, KATHRYN HACHT

Address 6994 US HWY 27

City-State-Zip: BRANFORD FL 32008

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: KATHRYN MATTHEWS

SEC/TREAS

02/07/2019

Electronic Signature of Signing Officer/Director Detail

Date

Attachment: H & H Sludge Removal - ITB Submittal for SLUDGE HAULING (2019-R-66 : Approval of Sludge Removal, Hauling and Disposal



STATE OF FLORIDA
DEPARTMENT OF HEALTH
Operating Permit

5.5.a

49-SH-1511512

Sewage Hauling

49-BID-383681

Issued To: H & H L.S.D., Inc
6990 U.S. Hwy. 27
Branford, FL 32008

County: **Osceola**
Amount Paid: \$ 2,150.00
Date Paid: 09/19/2018
Issued Date: 10/01/2018

Mail To: Rick Hacht (H & H L.S.D., Inc.)
P.O. Box 390
Branford, FL 32008

Permit Expires On: 09/30/2019

Issued By: *Bret A. Smith,*
Environmental Administrator

Department of Health in Osceola County
1 Courthouse Square, Suite 1200
Kissimmee, FL 34741

Owner: H & H L.S.D., Inc. (Hacht, Rick)

Total Capacity (Total Number of Disposal Trucks): 43

(407) 742-8606

Original Customer: H & H L.S.D., Inc (NON-TRANSFERABLE)

DISPLAY CERTIFICATE IN A CONSPICUOUS PLACE

Attachment: H & H Sludge Removal - ITB Submittal for SLUDGE HAULING (2019-R-66 : Approval of Sludge Removal, Hauling and Disposal



STATE OF FLORIDA
DEPARTMENT OF HEALTH
Operating Permit

5.5.a

49-LS-1512259

Land Spread

49-BID-383760

Issued To: Deer Park Ranch-H & H
6354 Kempfer Road
Saint Cloud, FL 34773

County: **Osceola**
Amount Paid: \$ 300.00
Date Paid: 09/19/2018
Issued Date: 10/01/2018

Mail To: Rick Hacht (H & H L.S.D., Inc.)
P.O. Box 390
Branford, FL 32008

Permit Expires On: 09/30/2019

Issued By: *Bret A. Smith,*
Environmental Administrator

Department of Health in Osceola County
1 Courthouse Square, Suite 1200
Kissimmee, FL 34741

(407) 742-8606

Owner: H & H L.S.D., Inc. (Hacht, Rick)

Original Customer: Deer Park Ranch-H & H (NON-TRANSFERABLE)

DISPLAY CERTIFICATE IN A CONSPICUOUS PLACE

Attachment: H & H Sludge Removal - ITB Submittal for SLUDGE HAULING (2019-R-66 : Approval of Sludge Removal, Hauling and Disposal



Florida Department of Transportation

JEB BUSH
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

THOMAS F. BARRY, JR.
SECRETARY

August 5, 1999

H & H Liquid Sludge Disposal, Inc.
Post Office Box 609
Ft. White, Florida 32038

Dear Motor Carrier:

This office has received your application for an Intrastate USDOT number (Form MCS -150/FL). Your application has been processed through the USDOT Motor Carrier Management Information Systems (MCMIS) and the following Intrastate USDOT number has been assigned to your company:

USDOT 821903FL

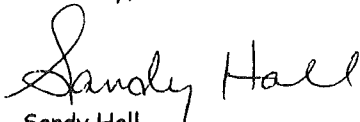
Your intrastate USDOT Identification Number must be displayed on vehicle(s) with the Florida suffix (FL) clearly printed at the end of the USDOT number, as specified in the Code of the Federal Regulations (CFR), Title 49, Part 390.21, which was adopted by Florida Statute 316.302. Provided for your information is an attached copy of CFR, Title 49 Part 390.21.

If this letter is received at a location other than your principal office (i.e., terminal or area office), please forward to the appropriate company officials. If there has been a change in your motor carrier name or principal office address, please correct the information shown at the top of this letter and return it to the following address:

Florida Department of Transportation
Motor Carrier Compliance Office
1815 Thomasville Road
Tallahassee, Florida 32303
Attention: Sandy Hall

Should you have any questions regarding the assignment of an Intrastate USDOT number or the adoption of the Federal Regulations by State Statutes for intrastate carriers, please feel free to contact my office at 850/922-0134, Monday-Friday (8am-5pm).

Sincerely,



Sandy Hall
Intrastate Identification
Program Manager

Attachment: H & H Sludge Removal - ITB Submittal for SLUDGE HAULING (2019-R-66 : Approval of Sludge Removal, Hauling and Disposal

State of Florida
Department of Agriculture And Consumer Services

FERTILIZER LICENSE

Chapter 576, FLORIDA STATUTES

H & H LIQUID SLUDGE DISPOSAL, INC.
P.O. BOX 390
BRANFORD, FLORIDA 32008-0390
LICENSE NO. F001753

This is to certify that the person whose name and address shown above, has paid the required fees of \$200.00 and is hereby granted this license to distribute fertilizer in the State of Florida as defined in Section 576.021, F. S. This license will expire on JUNE 30, 2020.



NICOLE "NIKKI" FRIED
Commissioner





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/11/2019

5.5.a

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 RRL Insurance Agency. 4450 W. Eau Gallie Blvd., Suite 115 Melbourne FL 32934		CONTACT NAME: Tara Carney PHONE (A/C, No, Ext): 800-407-4077 E-MAIL ADDRESS: tcarney@rrl-ins.com		FAX (A/C, No): 321-752-7980
INSURED H & H Liquid Sludge Disposal, Inc. P.O. Box 390 Branford FL 32008		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Axis Insurance Company		37273
		INSURER B : Navigators Specialty Insurance Company		36056
		INSURER C : American Interstate Insurance Company		31895
		INSURER D : Markel American Ins. Co.		28932
		INSURER E : Lloyds of London		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 2090817892

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 ☒ NON-CONTRIBUTORY GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	EMP19000570-01	3/1/2019	3/1/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 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 DEDUCTIBLE \$5,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	FA18BAP02054202	3/1/2019	3/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			SCT1005619	3/1/2019	3/1/2020	EACH OCCURRENCE \$2,000,000 AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	AVWCFL2771882019	3/14/2019	3/14/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A D	IN TRANSIT POLLUTION Property/Equipment	Y	Y	EMP19000570-01 MKLM4IM0049723	3/1/2019 3/1/2019	3/1/2020 3/1/2020	Limit 1,000,000 90% Co Insurance Wind DED \$25,000 \$1,000 DED Wind DED \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Holly Hill is named as additional insured with respect to the operations of the named insured only.

CERTIFICATE HOLDER

CANCELLATION 30

CITY OF HOLLY HILL
1065 RIDGEWOOD AVENUE
HOLLY HILL FL 32117-0000

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

Paul [Signature]

© 1988-2015 ACORD CORPORATION. All rights reserved.

6. Required Form Submittals

**PROFESSIONAL SERVICES AGREEMENT
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES
Invitation to Bid (ITB) #19-WW-12**

THIS AGREEMENT is made and entered into this _____ day of October, 2019, by and between _____ H&H Liquid Sludge Disposal, Inc., duly authorized to conduct business in the State of Florida and whose address is P.O. Box 390, Branford, FL 32008, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Invitation to Bid (ITB #19-WW-12), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options. Renewal options may be exercised at the discretion of the City based on performance of the company and adherence to the terms and conditions set forth in the ITB documents. The City retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Contractor:

Steve Hacht, President (Name, Title)
H&H Liquid Sludge Disposal, Inc. (Company)
P.O. Box 390 (Address)
Branford, FL 32008 (City, State, Zip)
(800) 653-0386 (Phone)

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 8. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: _____

WITNESSES:

Sam Wilkins

FIRMS

By: SK

Steve Hacht, President

Kate Matthews

Dated: 9/16/2019

Attachments: A. ITB #19-WW-12

B. Firm Response to ITB

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of _____, 2019 under Agenda Item No. _____.

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Qualification.

Proposer should check off each of the following items as the necessary action is completed:

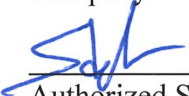
- ☒ The standard contract / agreement has been signed and included.
- ☒ All applicable forms have been signed and included
- ☒ All information as requested in the Proposer's Qualification Form is included.
- ☒ Any addenda have been signed and included.
- ☒ The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

- ☒ The **mailing envelope** must be sealed and marked with Qualification Number "ITB 19-WW-12", Proposal Title "SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES" and September 17, 2019 "@ 10:00 am".
- ☒ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE ITB NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

H&H Liquid Sludge Disposal, Inc.
Company


Authorized Signature

Steve Hacht, President
Printed Name & Title

biosolidsolutions@hhlsd.com
Email

P.O. Box 390
Address

Branford, FL 32008
City, State, Zip Code

(800) 653-0386
Telephone No.

(386) 935-0941
Fax No.

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

H&H Liquid Sludge Disposal, Inc.

Company

S.H.

Authorized Signature

Steve Hacht, President

Printed Name & Title

biosolidsolutions@hhlsd.com

Email

P.O. Box 390

Address

Branford, FL 32008

City, State, Zip Code

(800) 653-0386

Telephone No.

(386) 935-0941

Fax No.

State of Florida)

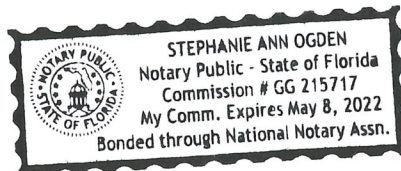
City of Branford)

SUBSCRIBED AND SWORN to before me this 16th day of September, 2019, by
Steve Hacht, who is personally known to me to be the President for
 the Firm, OR who produced the following
 identification: _____.

Stephanie Ogden

Notary Public

My Commission Expires: May 8th 2022



PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
71#	@pmu_pb Ams lrw Qjsbec F_sjgle Qcptgacq	\$ 0*6..._l l s_j
53#	Agrw md Qs lpgqc Qcucp Qjsbec F_sjgle	\$ 53..._l l s_j
3.#	Kg_kg B_bc Ams lrw F_sjgle lb Bgqnmq_j md Aj qq @ @gmqmjgbq	\$ 0*..._l l s_j

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

@pmu_pb Ams lrw @gb Lm, MNL0//6324@/ Qjsbec F_sjgle Qcptgacq

OTHER INFORMATION ABOUT PROJECTS:

Projects involve the collection, transportation and disposal of Class B biosolids at permitted disposal facilities.

Have you, at any time, failed to complete a project? ☐ Yes ☒ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

☐ Yes ☒ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$ 36.*273,.. **Total Fees for work done on all City projects**

? sesqr /* 0./2 + ? sesqr 1/* 0./7

Qcptgac Amlrp_ar dmp @gmqmjgbq_lb J_lb ?nnjga_rgm1 dmp rfc Agrw md Fmjjw Fgjj (Resolution 2014-R-10)

Attachment: H & H Sludge Removal - ITB Submittal for SLUDGE HAULING (2019-R-66 : Approval of Sludge Removal, Hauling and Disposal

REFERENCES:

Bank(s) Maintaining Account(s): _____

TD Bank, N.A., 600 NW 43rd Steet, Gainesville, FL 32607, Robert Oellrich (386) 758-7614

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

- ☒ Corporation/Years in Business: 41. If firm is a corporation, please list state in which it is incorporated: Florida. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
- ☐ Partnership/Years in Business: _____
- ☐ Sole Proprietorship/Years in Business: _____
- ☐ Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

H&H Liquid Sludge Disposal, Inc.

Company



Authorized Signature

Steve Hacht, President

Printed Name & Title

biosolidsolutions@hhlstd.com

Email

P.O. Box 390

Address

Branford, FL 32008

City, State, Zip Code

(800) 653-0386

Telephone No.

(386) 935-0941

Fax No.

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: ITB NO. 19-WW-12 - "SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

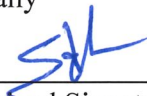
The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **ITB# 19-WW-12**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 16th day of September, 2019 in the City of Branford, in the State of Florida.

H&H Liquid Sludge Disposal, Inc.

Company



Authorized Signature

Steve Hacht, President

Printed Name & Title

biosolidsolutions@hhlsd.com

Email

P.O. Box 390

Address

Branford, FL 32008

City, State, Zip Code

(800) 653-0386

Telephone No.

(386) 935-0941

Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

- | | |
|--|--|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida
Statutes, Chapter 440 and all
Federal Government Statutory Limits and
Requirements. |
| ☒ 2. Commercial General Liability
(Occurrence Form) patterned
after the current I.S.O form
with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

<u>\$1,000,000</u> single limit per
occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |
| This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill. | |
| ☒ 4. Automobile Liability | <u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☐ 5. Other Insurance as indicated below: | \$ 1,000,000 Per Occurrence |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 8. The City of Holly Hill must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |

INSURANCE REQUIREMENTS (Continued)

- ☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the ITB Number 19-WW12 and **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES.**

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of ITB.

H&H Liquid Sludge Disposal, Inc.
Company

P.O. Box 390
Address



Authorized Signature

Branford, FL 32008
City, State, Zip Code

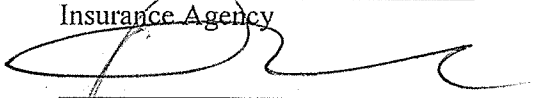
Steve Hacht, President
Printed Name & Title

(800) 653-0386
Telephone No.

biosolidsolutions@hhlstd.com
Email

(386) 935-0941
Fax No.

RRL Insurance Agency
Insurance Agency



Signature of Proposer's Agent

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

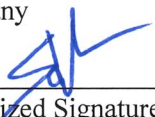
Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☒ YES
☐ NO

H&H Liquid Sludge Disposal, Inc.
 Company


 Authorized Signature

Steve Hacht, President
 Printed Name & Title

biosolidsolutions@hhlsd.com
 Email

P.O. Box 390

Address

Branford, FL 32008

City, State, Zip Code

(800) 653-0386

Telephone No.

(386) 935-0941

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of FloridaCounty of SuwanneeSteve Hacht, being first duly sworn, deposes and says that:He/she is President of H&H Liquid Sludge Disposal, Inc., Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Qualification and of all pertinent circumstances respecting such Qualification;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

H&H Liquid Sludge Disposal, Inc.

Company



Authorized Signature

Steve Hacht, President

Printed Name & Title

biosolidsolutions@hhlsd.com

Email

P.O. Box 390

Address

Branford, FL 32008

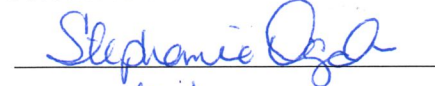
City, State, Zip Code

(800) 653-0386

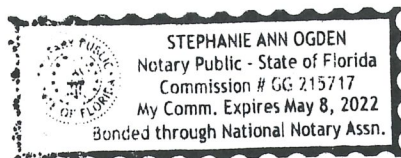
Telephone No.

(386) 935-0941

Fax No.

Subscribed and sworn to before me this 16th day of Sept, 2019.Notary

Title

My Commission Expires: May 8th 2022

ACKNOWLEDGEMENTS
ITB # 19-WW12 Sludge Removal, Hauling and Disposal Services

To: City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

H&H Liquid Sludge Disposal, Inc., P.O. Box 390, Branford, FL 32008
From : Insert Information "Contractor"

The Contractor agrees to provide **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES** as defined in this Invitation to Bids document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Contractor has carefully examined the ITB requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES** called for by the ITB documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Invitation to Bids submittals and guarantees the future related proposals for a period not to exceed one hundred twenty (120) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the ITB.

Upon award of this ITB, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the ITB Documents.

The ITB Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Contractor, by signing these ITB Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this ITB Document.

Contractor shall guarantee **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES** within 30 calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 16th day of September, 2019
(Month) (Year)

Attachment: H & H Sludge Removal - ITB Submittal for SLUDGE HAULING (2019-R-66 : Approval of Sludge Removal, Hauling and Disposal

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer Identification Number (TIN): _____

CORPORATION

By:  / Steve Hacht
(Signature) (Print name)

Address: P.O. Box 390
Branford, FL 32008

Telephone: (800) 653-0386 Fax: (386) 935-0941

Taxpayer Identification Number (TIN/EIN): 59-1832613

State Under Which Corporation Was Chartered:
Florida

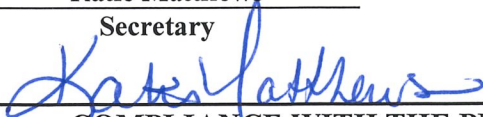
Corporate President: Steve Hacht
(Print Name)

Corporate Secretary: Katie Matthews
(Print Name)

Corporate Treasurer: Katie Matthews
(Print Name)

CORPORATE SEAL

Attest By: Katie Matthews
Secretary

Signature:  Date: 9/16/2019

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Attachment: H & H Sludge Removal - ITB Submittal for SLUDGE HAULING (2019-R-66 : Approval of Sludge Removal, Hauling and Disposal

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Valerie Manning, City Clerk
 386-248-9441
vmanning@hollyhillfl.org
 1065 Ridgewood Ave
 Holly Hill, FL 32117

A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. 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 and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: H&H Liquid Sludge Disposal, Inc.

Authorized representative (printed): Steve Hacht, President

Authorized representative (signature): 

Project Number: **ITB # 19-WW-12**

Date: 9/16/2019

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: City of Cocoa
 Address: 375 N Cocoa Blvd., Cocoa, FL 32922
 Point of Contact: Brent Heimbecker, Cheif Operator
 Phone #: (321) 802-8301 Email address: bheimbecker@cocoafl.org
 Service(s) Provided: Biosolids Transportation and Disposal
Hauling of Class B biosolids to a DEP permitted disposal site for land application.
 Dates of Service: August 2011 - current

2. Name of Company: City of Palm Bay
 Address: 1111 Troutman Blvd NE, Palm Bay, FL 32905
 Point of Contact: Michael Saccoman, Wastewater Plant Superintendent
 Phone #: (321) 952-3499 Email address: michael.saccoman@palmbayflorida.org
 Service(s) Provided: Biosolids Transporation & Disposal
Hauling of Class B biosolids to a DEP permitted disposal site for land application.
 Dates of Service: October 1, 2013 to present

3. Name of Company: City of Edgewater
 Address: 409 Mango Tree Drive, Edgewater, FL 32132
 Point of Contact: Eric Bosse, Superintendent
 Phone #: (386) 424-2484 Email address: ebosse@cityofedgewater.org
 Service(s) Provided: Biosolids Transportation and Land Application
Hauling of Class B biosolids to a DEP permitted disposal site for land application.
 Dates of Service: June 2014 - present

4. Name of Company: City of Rockledge
 Address: 1600 Huntington Lane, Rockledge, FL 32955
 Point of Contact: Jim Elmore, Director
 Phone #: (321) 221-6377 Email address: jelmore@cityofrockledge.org
 Service(s) Provided: Dewatered Sludge Transportation and Disposal Services
Hauling of biosolids for disposal at a permitted class one landfill.
 Dates of Service: October 2014 - present

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

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

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by Steve Hacht, President

(Print Individual's Name and Title)

for H&H Liquid Sludge Disposal, Inc.

(Print Name of Entity Submitting Sworn Statement)

whose business is biosolids transportation and land application

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1832613

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Handwritten Signature]

(Signature)

Sworn and subscribed before me this 16th day of September, 2019.

Personally known X

[Handwritten Signature: Stephanie Ogden]

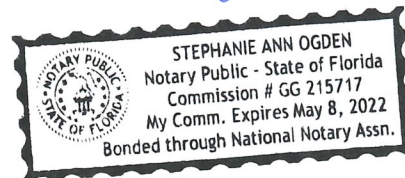
(Notary)

OR produced identification _____

Notary Public State of Florida

My commission expires: May 8, 2022

(Type of Identification)



VENDOR INFORMATION

Vendor is:

- (X) Corporation
 () Partnership
 () Sole Proprietorship
 () Other _____ (Explain)

Federal Employer Identification Number: 59-1832613Firm Name: H&H Liquid Sludge Disposal, Inc.Mailing Address: P.O. Box 390Branford, FL 32008Telephone No.: (800) 653-0386 Fax No.: (386) 935-0941Email Address: biosolidsolutions@hhlslsd.com Web Address: _____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by:  _____Name & Title Printed: Steve Hacht, President

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. H&H Liquid Sludge Disposal, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. P.O. Box 390	Requester's name and address (optional) City of Holly Hill 1065 Ridgewood Ave. Holly Hill, FL 32117
6 City, state, and ZIP code Branford, FL 32008	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
5	9								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 9/16/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

7. Price Proposal Form

PROPOSAL PRICING FORM
ITB 19-WW-12
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES

Pricing Proposal for H&H Liquid Sludge Disposal, Inc. "Contractor"

Price for removal, hauling and disposal services per Cubic Yard.

Year 1. \$27.50 per cubic yard

Year 2. \$28.00 per cubic yard

Year 3. \$28.00 per cubic yard

~~Monthly Base Fee to include any ancillary equipment and / or labor to move / bump the container in order to distribute the time within it.~~

Year 1. _____ monthly fee

Year 2. _____ monthly fee

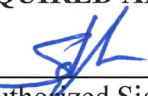
Year 3. _____ monthly fee

Please provide a detailed description of all costs associated with the process:

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.



 Authorized Signature

Steve Hacht, President
 Printed Name & Title

H&H Liquid Sludge Disposal, Inc.
 Company

9/16/2019
 Date

P.O. Box 390
 Address

Branford, FL 32008
 City, State, Zip Code

(800) 653-0386
 Telephone No.

biosolidsolutions@hhlsd.com
 Email Address.

8. Addendum & Invitation to Bid

**ADDENDUM NUMBER 1
RFP 19-WW-12
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 19- WW-12** for the above **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

All proposals are to be delivered before 10:00 a.m., on or before September 17, 2019 to:

City of Holly Hill City Clerk
1065 Ridgewood Avenue Holly Hill, Florida
32117

Number of bid proposals as shown on page 8 is revised as follows: Proposers must submit ~~TWO (2)~~ **FOUR (4)** total copies of the **proposal**, one (1) original **and Three (3) copies** and one (1) electronic copy in PDF format, on an USB flash drive.

Page 10 item 4) Terms and Conditions of contract is updated as follows: The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options that may be exercised **upon agreement by both parties** ~~at the discretion of the City.~~ The City will based any renewal on performance of the company and adherence to the terms and conditions set forth in the ITB documents. ~~The City retains the sole right to determine whether the extension option shall be granted.~~

Insurance Requirements form on page 30 and 31 of the bid, has been updated removing Other Insurance: Errors and Omissions or Professional Malpractice Coverage

Proposal Pricing form shown on the bid page 41 has been updated removing ancillary equipment and/or labor to move/bump container. The updated form is attached to this addendum.

QUESTIONS AND ANSWERS

Q1. Would you mind confirming that only two (2) copies of the bid are to be submitted (one original and one electronic), as reference on page 15, D- Delivery of Bids. I believe that it is only a typo on page 2, requesting (4) originals.

A1. Please provide 1 original with 3 copies along with an electronic copy in pdf format.

Q2. Can you please provide the current pricing for the removal, hauling and disposal services per Cubic Yard?

A2. \$715 per load of 30 cubic yards.

Q3. Can you please provide the current pricing for the Monthly Base Fee to include any ancillary equipment and /or labor to move/ bump container in order to distribute the lime within it?

A3. Proposal pricing form shown on the bid page 41 has been updated to delete ancillary equipment and labor. The update form is attached to this addendum.

Q4. Is it possible to have a site visit?

A4. Yes, you can contact John Dally at (386)248-9463 to scheduled site visit. Visit must occur before 5pm on September 13, 2019

Q5. Item 2 requested a General Liability policy with no limiting endorsements. This is rather broad as nearly all General Liability policies have some sort of limiting endorsements. Also item 5 other insurance indicates errors and omissions or professional malpractice coverage required?

A5. The City requires no limiting endorsements. The Other Insurance requirement for Errors and Omissions or Professional Malpractice Coverage has been removed. See updated insurance requirements form shown on addendum changes.

Q6. Is it mandatory for the contractor to own and operate and biosolids management facility?

A6. No, please see page 6 General Description of Specifications or Scope of Work which states: Contractor shall own and operate a Management Facility if necessary... Disposal at a fully licensed and permitted site as described in item 9) owned by another company is acceptable.

Q7. In the monthly fee for ancillary equipment and labor to move or bump the container in order to distribute the lime? What exactly is included in this item? There are no technical specifications to back up this line item.

A7. Proposal pricing form shown on the bid page 41 has been updated to delete ancillary equipment and labor. The update form is attached to this addendum.

Q8. On p.4 of the specs, 2nd paragraph, it states that the contract may be renewed, upon agreement by both parties, for up to two (2) additional one-year periods. On page 10, Item 4 Terms and Conditions of Contract, it mentions that the two (2) One-year extension options may be exercised at the discretion of the City.....and that the City retains the sole right to determine whether the extension option shall be granted. Do these statements conflict with each other?

A8. Please see updated terms and conditions for page 10 shown above.

Q9. How will the volume of material removed and disposed (both cubic yard and gallons) be determined/measured?

A9. Volume of material removed will be measured in cubic yards by the size of the truck.

Q10. Are the biosolids lime stabilized?

A10. yes

Q11. If the regulations for Class B application change causing increased costs is there a clause to renegotiate or opt out?

A11. This information is shown on Page 8, Item 3) regulatory requirements item E) states: "Sludge Removal, Hauling and Disposal Services Contractor agrees to bear all responsibility for transportation and land application of Biosolids as required by FAC 62-640 and Federal Biosolids regulations, 40 CFR part 503 and any future updates/amendments to the above mentioned rules and regulations. Sludge Removal, Hauling and Disposal Services Contractor shall assume all costs and responsibilities of hauling permit fees, penalties and fines by regulatory agencies that may be in charge of hauling and/or land applications. "

Q12. Have there been any odor complaints/conditions experienced in the past as a result of biosolids being land applied or retained at the application site? If so, how many and how were they handled/addressed?

A12. There have been no odor complaints.

Q.13 Does the City have the capability to move Contractor's provided trailers while loading or otherwise able to evenly load the trailers?

A13. Yes



Signature acknowledges receipt and understanding of this addendum.

Steve Hacht, President

Name/Title

9/16/2019

Date

RFP 19-WW-12 SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES – Addendum No. 1 9/06/2019

Attachment: H & H Sludge Removal - ITB Submittal for SLUDGE HAULING (2019-R-66 : Approval of Sludge Removal, Hauling and Disposal

Invitation to Bid

NUMBER
ITB #19-WW-12



SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES

Stella Gurnee, Finance Director

LEGAL NOTICE

Notice is hereby given that the City of Holly Hill is accepting Sealed Proposals to provide Sludge Removal, Hauling and Disposal Services for the City of Holly Hill. Proposals will be received until **September 17, 2019 at 10:00 a.m.**, by the City Clerk's Office, City Hall, 1065 Ridgewood Ave., Holly Hill, FL 32117.

ITB# 19-WW-12 "Sludge Removal, Hauling and Disposal Services"

Services to be provided shall include, but not be limited to the following:

Provide specialized disposal and transporting of residual biosolids from the City of Holly Hill's Advanced Wastewater Treatment Facility as needed in accordance with the terms, conditions, and specifications stated herein.

☒ A pre-bid conference is not applicable for this solicitation.

One (4) originals, and one (1) electronic copy on a USB flash drive, of the proposal should be delivered to the City Clerk's Office, City of Holly Hill, 1065 Ridgewood Ave., Holly Hill, FL 32117 in a sealed envelope plainly marked on the outside: **"ITB 19-WW-12 – Sludge Removal, Hauling and Disposal Services."**

All statements shall be made upon the official bid form which may be obtained on the City's E-Procurement site.

City of Holly Hill does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Holly Hill Purchasing website: www.myvendorlink.com, and also posted in the Lobby of City Hall.

TABLE OF CONTENTS

1) Introduction/Overview	4
A) Purpose/Objective	4
B) Background	4
C) Inquiries	5
D) Method of Source Selection	5
E) Pre-Bid Conference	5
F) Projected Timetable	5
2) General Description of Specifications or Scope of Work	6
3) City's Right to Inspect	10
4) Terms and Conditions of Contract	10
5) General Terms and Conditions	11
A) Licenses	11
B) Principals/Collusion	11
C) Taxes	11
D) Relation of City	11
E) Term Contracts	11
F) Termination	11
G) Liability	12
H) Assignment	12
I) Lobbying	12
J) Single Bid	12
K) Protest Procedures	12
L) Public Entity Crime	12
M) Conflict of Interest	13
N) Prohibition of Gifts to City Employees	13
O) Immigration Reform and Control Act	13
P) Billing Instructions – Awarded Professional Consultants	13
6) Instructions for Bid	14
A) Compliance with the ITB	14
B) Acknowledgment of Insurance Requirements	14
C) Acknowledgment of Bonding Requirements	14
D) Delivery of Bids	15
E) Evaluation of Bids (Procedure)	16
F) Ambiguity, Conflict, or Other Errors in the ITB	16
G) Qualification, Presentation, and Protest Costs	17
H) Acceptance or Rejection of Qualifications	17
I) Requests for Clarification of Qualifications	17
J) Validity of Qualifications	17
K) Response Format	17
L) Qualification Evaluation Committee and Evaluation Factors	20
7) Contract / Agreement and All Required Forms	22
DECLARATION STATEMENT	29
ACKNOWLEDGEMENTS	34

1) Introduction/Overview

A) Purpose/Objective

The City of Holly Hill “CITY” has issued this Invitation to Bid (hereinafter, “ITB”) with the sole purpose and intent of obtaining proposals from qualified and licensed firms to provide **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES** in accordance with the specifications stated and/or attached herein/hereto. The firm awarded this contract must meet or exceed all terms, conditions and specifications of the CITY. The successful proposer will hereinafter be referred to as the “Contractor”.

The term of this agreement shall be for a three (3) year period beginning on the date the contract is issued. This contract may be renewed, upon agreement by both parties, for up to two (2) additional one-year periods. All prices quoted shall remain firm for the first three (3) years of this agreement. Also, the City reserves the right to cancel the agreement and/or contract with thirty (30) days written notice for any reason deemed by the City with no right to appeal.

If awarded, a contract to provide these services will be effective on the date contract is approved by the City of Holly Hill, City Commission (herein after, the “Commission”), signed by all required parties and filed with the City Clerk.

The specifications included herein are based on requirements to ensure that the lowest practical cost and highest practical quality of grounds maintenance services are obtained at quality prices using the latest technology. **The City will not honor or consider any price increase, fuel surcharge, or add-on cost during the established performance period.**

Termination or cancellation of the contract will not relieve the bidder of any obligations or any delivers or liabilities entered prior to termination of the contract. The Bidder may cancel the resulting contract with a one hundred and twenty (120) days written notice.

The City will notify the bidder in writing of any deficiencies or defaults in the performance of his/her duties under the Contract.

As is more fully explained in Section “6L” of this ITB, an award, if made, will be made to the best overall proposer(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this ITB. The City will not use any other factors or criteria in the evaluation of the bids received.

B) Background

The City serves an area of less than 4 square miles with a population of approximately 12,479. The City’s fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Holly Hill’s Comprehensive Annual Financial Report for fiscal year 2017-2018 and in the City’s Annual Budget for fiscal year 2018-2019. Copies of these documents may be requested from the City Clerk via telephone (386)248-9441 or via e-mail from vmanning@hollyhillfl.org . The City of Holly Hill is exempt from any and all state, local and federal taxes.

C) Inquiries

Direct questions related to this **ITB** to Stella Gurnee, Finance Director, in writing to sgurnee@hollyhillfl.org. Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing from sgurnee@hollyhillfl.org. All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on the on Vendor Link (www.myvendorlink.com).

D) Method of Source Selection

The City is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Resolution 2018-R-30 establishing and adopting the City Purchasing Policy. Each Qualification will be reviewed to determine if the proposal is responsive to the **ITB**. Proposals deemed to be non-responsive may be rejected without being evaluated by the Selection Committee appointed by the city manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Commission who will make the final selection(s). A responsive proposal is one which has been signed and submitted by the specified Proposal deadline, and has provided the information required to be submitted with the Proposal. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a Proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. Respondents who fail to comply with the required and/or desired elements of this **ITB** do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E) Pre-Bid Conference

☒ A pre-bid conference is not applicable for this solicitation.

F) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **ITB** process.

Event	Date
Issue ITB Notice	August 21, 2019
Last Date for Receipt of Written Questions	September 4, 2019 – 10:00 am
Addendum Issued (If Applicable)	September 5, 2019
Opening Date	September 17, 2019 – 10:00 am
Evaluation Committee	September 24, 2019 – 2:00 pm
Notice of Recommendation	September 27, 2019
City Commission Hearing Date	October 8, 2019

2) General Description of Specifications or Scope of Work

The City is seeking the services of Sludge Removal, Hauling and Disposal Services to provide specialized disposal and the transporting of residual biosolids to include, but not limited to, to provide all equipment, materials, labor and other specialized services to the City Advanced Wastewater Treatment Facility located at 453 LPGA Boulevard, Holly Hill, Florida 32117. Sludge Hauler shall provide, but not limited to the following services:

The Contractor agrees to provide all equipment, materials, labor and other specialized services to the City for "Biosolids Transportation and Land Application." to haul and land apply the City's Wastewater Treatment Facility Class "B" Residual Biosolids.

- 1) The contractor shall provide for transporting biosolids from the treatment facility (453 LPGA Boulevard, Holly Hill, Florida) to disposal/land application site(s).
- 2) Trucks tractor/trailer or other suitable containers of sufficient capacity shall be provided at the City's facility for loading by City personnel.
- 3) Transporting equipment shall be readily movable by the City personnel to facilitate 365 day a year continuous loading and are subject to City approval.
- 4) Bid price for transporting biosolids shall include all costs, including staging / loading time, licensed drivers, insurance and all applicable permits for over the road hauling.
- 5) The contractor is responsible for transporting biosolids; the contractor agrees that biosolids disposal operation will not be halted due to transportation problems.
- 6) Contractor will have alternative equipment or operations in place to prevent this.
- 7) The contractor provides the transportation; contractor accepts responsibility for the biosolids after the city loads the material into contractor trucks or trailers for transportation to the land application site.
- 8) Contractor agrees to be responsible for any costs that may occur due to contractors not being able to accept biosolids at primary land application site. Contractor will be responsible for all addition costs incurred for alternative disposal.
- 9) Contractor shall own and operate a Management Facility if necessary; haul and land apply municipal biosolids. This Contractor or Facility shall operate under permits from the Florida Department of Environmental Protections (FDEP) as a licensed facility land application contractor of the final biosolids. The City is responsible to meet FDEP requirements. The Sludge Removal, Hauling and Disposal Services Contractor is the responsible party. Florida Statue 62-640.300 permit requirements: *(5) Responsibility for Treatment and Proper Use (b) The Contractor permittee shall be held responsible for management, use, land application violations that occur after its residuals have been accepted by a permitted residuals management facility of the City's wastewater with which the source facility at the City's Wastewater Treatment Facility's permittee has an agreement in accordance with Rule 62-640.880(1) (c), F.A.C., for management, use or land application.*

- 10) Contractor agrees to accept biosolids on a 365 day per year basis, as directed by the City of Holly Hill Wastewater Supervisor. Site delivery schedule may change at various times, when coordinated in advance by the Wastewater Supervisor.
- 11) The potential biosolids production during the period of this agreement will be approximately 190 to 270 dry tons per month. Dewatered biosolids shall range from 40 to 65 percent dry solids by weight, with an average of approximately 50 percent dry solids. A copy of a recent independent laboratory biosolids analysis is included in this specification.
- 12) Contractor and the City agree that biosolids production at the City's facility will vary annually, seasonally and monthly. Therefore, the values for the anticipated biosolids production are to serve only as a summary of past experience with respect to potential biosolids production during the contract period.

A) Contractor's Responsibilities/Requirements

It shall be understood and agreed that a firm submitting a Qualification shall meet the following responsibilities/requirements:

- 1) **Drug-Free Workplace:** In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process.
- 2) **General:**
 - A) Minimum five (5) years' experience in the Sludge Removal, Hauling and Disposal Services and disposal business, specifically hauling wastewater treatment plant sludge.
 - B) Must provide all required licenses, certifications and permits.
 - C) Proof of current insurance to meet the specifications listed in section x of these bid documents.
 - D) Must employ drivers with CDL licenses, licensed to operate in Florida
 - E) Must be able to produce letter or evidence that company is current and able to be provided credit by the receiving landfill.
 - F) The Contractor shall supply at no additional cost to the City of Holly Hill three (3) well maintained and serviced roadworthy thirty (30) yard tandem wheel trailers.
 - i. Two trailers shall will be clean and empty back-up trailers and the other shall be supplied for loading and remain under the filter press loading bay at all

times. The only reason one of these trailers would not be on site is for the purpose of unloading and cleaning.

- G) There shall at all times be at least two trailers on site for the purpose of 365 days a year continuous loading the City's Biosolids residual.
- H) Contractor will own or lease these trailers for the City of Holly Hill to use. All maintenance, insurance and repairs on the trailers will be the sole expense and responsibility of the Sludge Removal, Hauling and Disposal Services Contractor.

3) **Regulatory Requirements**

- A) It is understood that both the CITY and the Sludge Removal, Hauling and Disposal Services Contractor are currently under regulation by the Federal, State and local agencies or regulatory bodies. Both parties agree to abide by any pronouncement, order, regulation, permit, license, restriction, injunction, moratorium or denial of permission to operate imposed or issued by any of said agencies or bodies or by any court of competent jurisdiction.
- B) The City of Holly Hill will comply by local, state and federal regulations for Class "B" residual Biosolids. The Contractor will be required to take responsibility hauling and land application of the City of Holly Hill biosolids when the City loads the Contractor's trailer in the loading bay of the Solids Handling Building. The Contractor shall comply with all requirements with Domestic Wastewater Residuals, Chapter 62-640 of the Florida Administrative Code (F AC 62-640) and Federal Biosolids Regulations, U.S. EPA 40 CFR, Part 503 and any future updates/amendments to the above mentioned rules and regulations as minimum testing for all land application parameters.
- C) The City of Holly Hill will provide analysis as required by local, State, and Federal Regulations for Class "B" residual Biosolids.
- D) Sludge Removal, Hauling and Disposal Services Contractor accepts responsibility for biosolids as defined in F AC 62-640 and U.S. EPA CFR, Part 503. Biosolids provided by the CITY shall meet the chemical criteria for land application as outlined in FAC 62-640 and federal Biosolids Regulations, 40 CFR 503 and any future updates/amendments to the above mentioned rules and regulations.
- E) Sludge Removal, Hauling and Disposal Services Contractor agrees to bear all responsibility for transportation and land application of Biosolids as required by FAC 62-640 and Federal Biosolids regulations, 40 CFR part 503 and any future updates/amendments to the above mentioned rules and regulations. Sludge Removal, Hauling and Disposal Services Contractor shall assume all costs and responsibilities of hauling permit fees, penalties and fines by regulatory agencies that may be in charge of hauling and/or land applications.
- F) Sludge Removal, Hauling and Disposal Services Contractor agrees to provide CITY with land application records with FAC 62-640 and Federal Biosolids regulation, 40 CFR part 503, and any future updates / amendments to the above mentioned rules and

regulations.

- G) Sludge Removal, Hauling and Disposal Services Contractor will make official permit application permit modification for the CITY'S Biosolids within fourteen (14) days of notice to proceed.
- H) The Sludge Removal, Hauling and Disposal Services Contractor shall provide all land application sites, agricultural use plans, regulatory permits and reporting to the regulatory agencies on results of land application and loading of A.U.S. as required by law.

4) **Hauling Operations and Management**

- A) The contractor agrees to respond to all nuisance odor complaints/conditions, which may result from biosolids being land applied or retained at the application site.
- B) Contractor agrees to obtain, and maintain in good standing, all necessary local, regional, State, and Federal permits and licenses required to haul and land apply wastewater biosolids. The Contractor shall be responsible for all permitting of the land application sites.
- C) The Contractor shall prepare and submit in a timely manner all reports required by the staff of the City of Holly Hill Wastewater Treatment Facility, Federal, State, and local regulatory agencies.
- D) Trip/disposal tickets on a form acceptable to the City and Florida Department of Environmental Protection (FDEP) shall establish a change of custody from the City to the Contractor's disposal site and quantities delivered and land applied on permitted approved land use site.
- E) The contractor shall be responsible for all surcharges that may be imposed by the County or State.
- F) The contractor shall hold the City of Holly Hill harmless against all claims, damages, regulatory agency citations, losses and expenses that may arise from the transporting, storage distribution and application in which the City's biosolids are involved.
- G) The Contractor agrees to comply with the City requirements for entering into contracts for services as contained in other documents included in this package, note: (the insurance limits, requirements and coverage's).
- H) Sludge Removal, Hauling and Disposal Services Contractor may temporarily suspend land application operations for environmental consideration if warned by adverse weather, site specific conditions or permit requirements. (Back up weather sites and/or trailers must be available for 365 days of continuous hauling from the City of Holly Hill Wastewater Treatment Facility. Sludge Removal, Hauling and Disposal Services Contractor will be responsible for site storage of any additional trailers).

B) City's Responsibilities

City responsibilities include:

- 1) The City will work with the Contractor to develop a schedule and ensure access to all locations assigned under future work orders.
- 2) The City designates the Wastewater Supervisor of the City Wastewater Treatment Facility as being the representative of the City in all matters regarding biosolids treatment and coordinating biosolids treatment/disposal tickets for each load of disposed biosolids. All biosolids removed from the premises shall be checked by the Wastewater Supervisor or designee(s) who will collect and maintain trip/disposal tickets for each load of disposed biosolids.

3) City's Right to Inspect

Prior to award of bid, the City reserves the right to visit and inspect proposed disposal site(s), plant and access roads, and be provide copies of all permits, agreements and other documentation associated with the use of the site(s) for biosolids treatment and land application disposal.

The City or its authorized Agent shall have the right to inspect the Contractor's files to determine status of work on this project.

4) Terms and Conditions of Contract

The City has developed standard contracts/agreements. The Contractor shall be required to return a signed standard City contract/agreement contained within this **ITB** with your submittal.

A contract/agreement resulting from this **ITB** shall be subject to the terms and conditions set forth in a standard City Contract and any terms and conditions included in this **ITB**. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor with their submittal until approved by Commission.

The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options that may be exercised at the discretion of the City based on performance of the company and adherence to the terms and conditions set forth in the ITB documents. The City retains the sole right to determine whether the extension option shall be granted.

Pricing of hauling and land application may be revised in year four and five upon anniversary date of the contract by 75% of the Southern Region All Items CPI Index. The Contractor shall notice the City of any price increase by April 15 of the preceding fiscal year.

5) General Terms and Conditions

A) Licenses

The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

If required and/or requested, copies of the required licenses must be submitted with the bid response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within the City is also required to have a business tax receipt and certificate of use.

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Community Development Department, (386) 248-9422.

B) Principals/Collusion

By submission of this ITB, the undersigned, as Proposer, does declare that the only person or persons interested in this Bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into; that this Bid is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

C) Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) Relation of City

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

F) Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) Liability

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

H) Assignment

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

I) Lobbying

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification.

Firms and their agents are not to contact members of the City Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal announcement to final Commission approval**, no firm or their agent shall contact any other employee of the City in reference to this Bid, with the exception of the Finance Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

J) Single Bid

Each Proposer must submit, with their bid, the required signed contract/agreement and all forms included in this **ITB**. Only **one** bid from a legal entity as a primary will be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same **ITB**.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same **ITB** nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

K) Protest Procedures

Any appeal or protest to the Request for Bid shall be governed by the City of Holly Hill's Purchasing Policies and Procedures.

L) Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor,

or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

M) Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this ITB document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

N) Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, ITB, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

O) Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

P) Billing Instructions – Awarded Professional Consultants

Invoices, unless otherwise indicated, must show Work Order or Purchase Order numbers and shall be submitted in to the City of Holly Hill, 1065 Ridgewood Ave., Holly Hill, FL 32117. Specific format of the invoice shall be worked out between the City and the consultant prior to the first invoice being submitted. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

Q) Vendor Preference

A local vendor would be interpreted as a bidder, which as of the date of the bid opening, has a valid Business Tax Receipt (BTR) issued by the City of Holly Hill to do business in the City of Holly Hill which authorizes the vendor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Holly Hill from which the vendor operates or performs business. A Post Office Box cannot be used to establish physical address. A local vendor preference of no greater than 5% (Not to exceed \$5,000) of the price submitted by the non-local vendor shall be granted with City Commission approval.

6) Instructions for Bid

A) Compliance with the ITB

Bids must be in strict compliance with this **ITB**. Failure to comply with all provisions of the **ITB** may result in disqualification.

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **ITB**, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

C) Acknowledgment of Bonding Requirements

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

☒ Not Applicable

☐ Bid Bond: Shall be submitted with bid response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or bid bond in a sum equal to 5% of the cost bid. All checks shall be made payable to the City of Holly Hill on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation. The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period

without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

☐ Performance and Payment Bonds: For projects in excess of \$300,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety. All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

D) Delivery of Bids

All bids are to be delivered before 10:00 a.m., local time, on or before September 17, 2019 to:

**City of Holly Hill
City Clerk
1065 Ridgewood Ave.
Holly Hill, Florida 32117**

The City shall not accept bids delivered to the City Clerk past the stated date and/or time indicated, or to an incorrect address by proposer's personnel or by the proposer's outside carrier. However, the City Clerk, or designee, shall reserve the right to accept bids received after the posted close time only under the following condition: The tardy submission of the bid is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.

Proposers must submit TWO (2) total copies of the , one (1) original and one (1) electronic copy in PDF format, on an USB flash drive.

List the Proposal Number on the outside of the box or envelope and note "Invitation to Bid enclosed."

E) Evaluation of Bids (Procedure)

The City's procedure for selecting is as follows:

- 1) The City Manager shall approve an Evaluation Committee to review all Proposals submitted in accordance with Statute. At a minimum there will be one member of the Finance Department as part of the evaluation committee. There shall be a minimum of three members of the committee, but always an odd number.
- 2) Invitation to Bids (**ITB**) issued.
- 3) Subsequent to the closing of Proposals, the Finance Department shall review the Proposals received and verify whether each Proposal appears to be minimally responsive to the requirements of the published **ITB**. Meetings shall be open to the public and the Finance Department shall endeavor to publicly post prior notice of such meeting in the lobby of the City Hall three (3) days in advance of all such meetings, but no less than (1) day in advance.
- 4) The committee members shall review each Proposal individually and score each Proposal based on the evaluation criteria stated herein.
- 5) Prior to the first meeting of the evaluation committee, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.
- 6) The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Proposal to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Finance Department to schedule the top ranked firm(s) for oral presentations/interviews. The City reserves the right to withdraw this **ITB** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Proposals by the City or a submission of a Proposals to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Proposals does not guarantee issuance of any other governmental approvals.

F) Ambiguity, Conflict, or Other Errors in the ITB

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **ITB**, Proposer shall immediately notify the Finance Director, noted herein, of such error in writing and

request modification or clarification of the document. The Finance Director will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **ITB** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **ITB** prior to submitting the Proposals or it shall be waived.

G) Proposals, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Proposals in response to this **ITB**, nor for the presentation of its Proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H) Acceptance or Rejection of Qualifications

The right is reserved by the City to waive any irregularities in any Proposal, to reject any or all Proposals, to re-solicit for Proposals, if desired, and upon recommendation and justification by the City to accept the Proposals which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Proposal which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Proposals of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

I) Requests for Clarification of Proposals

Requests by the Finance Director to a proposer(s) for clarification of Proposal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Proposal.

J) Validity of Proposals

No Proposal can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Proposals.

All Proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

K) Response Format

The Proposals shall be deemed an offer to provide services to the City. In submitting a Proposal, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of Proposals, all Proposals must conform to the guidelines set forth in this **ITB**. Any portions of the Proposals that do not comply with these guidelines

must be so noted and explained the Acceptance of Conditions section of the Proposals. However, any Proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the **ITB**. All copies of the Proposals should be bound and tabbed. The utilization of recycled paper for Proposal submission is strongly encouraged.

The items listed below shall be submitted with each Proposals and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its Proposals.

Title Page:

Title Page shall show the Invitation to Bid's subject, title and Proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the Qualification.

Table of Contents:

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

1) Tab I – Management Summary:

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s), and email(s) of the authorized contact person(s) concerning qualification. Submission of a signed Proposal is certification that the Proposer will accept any awards made to him as a result of said submission of the terms contained therein.

2) Tab II – Corporate Experience and Capacity:

The Proposal should state the size of the firm, the location of the office from which the work on this engagement is to be performed and the number and nature of the staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

- a. A description of the company, including the number of years in business, number of employees, list of equipment owned by the company, and list of vehicles used for transport.
- b. Description of the company as to whether it is a sole proprietorship, partnership, corporation, LLC or Joint-Venture. List all individual owners of ten percent (10 %) or more.

3) Tab III – Customer Listing:

Provide a listing of all previous customers during the past three years for all work of similar size and scope. The services provided to these clients should have characteristics as similar as possible to those requested in this ITB.

Information provided for each clients shall include the following:

- Client name, address, and current telephone number.
- Description of services provided.
- Time period of the project or contract.
- Client's contact reference name and current telephone number.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your Qualification.

The City reserves the right to contact any and all references to obtain, with limitation, ratings for the following performance indicators includes:

- On a scale of 1-10, with 1 being very dissatisfied and ten exceeding your every expectation, how satisfied were you with the contractor's performance?
- What specifically did you like about their approach?
- What do you believe were shortcomings or that they could have done better?
- Did they meet your schedule requirements?
- How were their communications? Were you always kept in the loop?
- How responsive were they in addressing problems?
- How was the quality/experience/personality of their personnel? (
- Would you use this Contractor again?
- Additional comments

A uniform sample of references will be checked for each Proposer. Proposers will be scored on a scale of 1 to 10, with 10 being the highest possible score. This score will also be used in determining the score to be given to the "past performance" evaluation factor for each Qualification.

5) Tab IV – Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the ITB, and to insurance requirements or any other requirements listed in the ITB. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

6) Tab V – Documents

- Professional Certifications/Licenses
- Affiliations and/or memberships

7) Tab VI – Required Form Submittals

Required forms:

- Standard Contract
- Proposers Checklist
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder

- Acknowledgements
- Compliance with Public Records Law
- References Form
- Public Entity Crimes Statement
- Vendor Information
- W9
- Label

8) Tab VII – Price Proposal Form – (The form included in this ITB document must be used)

The proposal should provide the total, all inclusive, maximum fees for this project. The fee should include all direct and indirect costs including out of pocket expenses. If additional work is requested that is outside the Scope of Services of this project, the City of Holly Hill reserves the right to negotiate a fixed fee for such services.

Calculation of points for cost will be completed as described in the following EXAMPLE. Lowest Cost Proposed with a weighted multiplier of 30% of an available 100% total value (30-points):

	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTALPOINTS ASSIGNED
Company #1	\$100,000.00	\$100,000.00	100.0%	30	30.0
Company #2	\$108,000.00	\$100,000.00	92.6%	30	27.78
Company #2	\$120,000.00	\$100,000.00	83.3%	30	24.99

L) Proposal Evaluation Committee and Evaluation Factors

All Proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this ITB, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Proposals received in its evaluation and award process. For evaluation purposes, the term “Responsible” means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

Proposals shall include all of the information solicited in this ITB, and any additional data that the Proposer deems pertinent to the understanding and evaluating of the Proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Proposers submitting the required criteria will have their Proposals evaluated by an evaluation committee and scored for the non-price factors to include technical response, qualifications and experience. Weights for cost will not be assigned by the evaluation committee. Some exceptions may apply depending on the complexity of the project scope of work.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the

City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

Submissions will be evaluated on a total score basis, with a maximum score of one hundred (100) points. The following criteria will be used in the evaluation process to determine the successful respondent(s):

	Maximum Points
Capacity to Perform Work: • Work efficiently and within reasonable time constraints. • The ability to perform necessary work under the contract. • The ability to provide financial stability over the term of the contract.	25
Professional Proposals: • Including specialized experience and technical competence, necessary to satisfactory performance of the required services as described in the Scope of Work.	25
Price	30
Compliance and acceptance of terms of this ITB	20
Total Points	100

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Agent to schedule the top ranked firm(s) for oral presentations/interviews.

Drug-Free Workplace: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at "no cost" to the City of Holly Hill, these services should be identified and included in the request response.

Tie Breaker: In the event of a tie (with each business certifying that it is a Drug-Free Workplace), both in individual scoring and in final ranking, the firm with the lowest volume of work on City projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the City's option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither vendor has performed in work in the last five years, the preference will be given to the Proposer within the city limits or principal office closest to City Hall.

7) Contract / Agreement and All Required Forms

Required forms:

- Standard Contract
- Proposers Checklist
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder
- Public Entity Crimes Statement
- Compliance with Public Records Law
- References Form
- Vendor Information
- W9
- Proposal Pricing Form

ITB #19-WW-12
Proposal to Provide
Sludge Removal, Hauling and Disposal Services

to



Submitted by: Synagro South, LLC
435 Williams Court, Suite 100
Baltimore, MD 21220
Michael Wolfe
813-285-0680

Qualification Date: September 17, 2019

**ADDENDUM NUMBER 1
RFP 19-WW-12
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 19- WW-12** for the above **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

All proposals are to be delivered before 10:00 a.m., on or before September 17, 2019 to:

City of Holly Hill City Clerk
1065 Ridgewood Avenue Holly Hill, Florida
32117

Number of bid proposals as shown on page 8 is revised as follows: Proposers must submit ~~TWO (2)~~ **FOUR (4)** total copies of the **proposal**, one (1) original **and Three (3) copies** and one (1) electronic copy in PDF format, on an USB flash drive.

Page 10 item 4) Terms and Conditions of contract is updated as follows: The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options that may be exercised **upon agreement by both parties** ~~at the discretion of the City.~~ The City will based any renewal on performance of the company and adherence to the terms and conditions set forth in the ITB documents. ~~The City retains the sole right to determine whether the extension option shall be granted.~~

Insurance Requirements form on page 30 and 31 of the bid, has been updated removing Other Insurance: Errors and Omissions or Professional Malpractice Coverage

Proposal Pricing form shown on the bid page 41 has been updated removing ancillary equipment and/or labor to move/bump container. The updated form is attached to this addendum.

QUESTIONS AND ANSWERS

Q1. Would you mind confirming that only two (2) copies of the bid are to be submitted (one original and one electronic), as reference on page 15, D- Delivery of Bids. I believe that it is only a typo on page 2, requesting (4) originals.

A1. Please provide 1 original with 3 copies along with an electronic copy in pdf format.

Q2. Can you please provide the current pricing for the removal, hauling and disposal services per Cubic Yard?

A2. \$715 per load of 30 cubic yards.

Q3. Can you please provide the current pricing for the Monthly Base Fee to include any ancillary equipment and /or labor to move/ bump container in order to distribute the lime within it?

A3. Proposal pricing form shown on the bid page 41 has been updated to delete ancillary equipment and labor. The update form is attached to this addendum.

Q4. Is it possible to have a site visit?

A4. Yes, you can contact John Dally at (386)248-9463 to scheduled site visit. Visit must occur before 5pm on September 13, 2019

Q5. Item 2 requested a General Liability policy with no limiting endorsements. This is rather broad as nearly all General Liability policies have some sort of limiting endorsements. Also item 5 other insurance indicates errors and omissions or professional malpractice coverage required?

A5. The City requires no limiting endorsements. The Other Insurance requirement for Errors and Omissions or Professional Malpractice Coverage has been removed. See updated insurance requirements form shown on addendum changes.

Q6. Is it mandatory for the contractor to own and operate and biosolids management facility?

A6. No, please see page 6 General Description of Specifications or Scope of Work which states: Contractor shall own and operate a Management Facility if necessary... Disposal at a fully licensed and permitted site as described in item 9) owned by another company is acceptable.

Q7 In the monthly fee for ancillary equipment and labor to move or bump the container in order to distribute the lime? What exactly is included in this item? There are no technical specifications to back up this line item.

A7. Proposal pricing form shown on the bid page 41 has been updated to delete ancillary equipment and labor. The update form is attached to this addendum.

Q8. On p.4 of the specs, 2nd paragraph, it states that the contract may be renewed, upon agreement by both parties, for up to two (2) additional one-year periods. On page 10, Item 4 Terms and Conditions of Contract, it mentions that the two (2) One-year extension options may be exercised at the discretion of the City.....and that the City retains the sole right to determine whether the extension option shall be granted. Do these statements conflict with each other?

A8. Please see updated terms and conditions for page 10 shown above.

Q9. How will the volume of material removed and disposed (both cubic yard and gallons) be determined/measured?

A9. Volume of material removed will be measured in cubic yards by the size of the truck.

Q10. Are the biosolids lime stabilized?

A10. yes

Q11. If the regulations for Class B application change causing increased costs is there a clause to renegotiate or opt out?

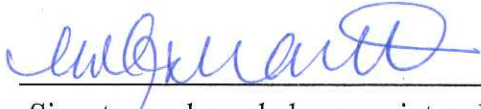
A11. This information is shown on Page 8, Item 3) regulatory requirements item E) states: "Sludge Removal, Hauling and Disposal Services Contractor agrees to bear all responsibility for transportation and land application of Biosolids as required by FAC 62-640 and Federal Biosolids regulations, 40 CFR part 503 and any future updates/amendments to the above mentioned rules and regulations. Sludge Removal, Hauling and Disposal Services Contractor shall assume all costs and responsibilities of hauling permit fees, penalties and fines by regulatory agencies that may be in charge of hauling and/or land applications. "

Q12. Have there been any odor complaints/conditions experienced in the past as a result of biosolids being land applied or retained at the application site? If so, how many and how were they handled/addressed?

A12. There have been no odor complaints.

Q.13 Does the City have the capability to move Contractor's provided trailers while loading or otherwise able to evenly load the trailers?

A13. Yes



Signature acknowledges receipt and understanding of this addendum.

Elizabeth Grant, Assistant Secretary

Name/Title

9/6/2019

Date

RFP 19-WW-12 SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES – Addendum No. 1 9/06/2019



Table of Contents

1.	Management Summary	2
2.	Corporate Experience and Capacity	4
3.	Customer Listing	8
4.	Acceptance of Conditions	9
5.	Documents	10
6.	Required Form Submittals	16
7.	Price Proposal Form	36

Attachment: Proposal for Holly Hill, FL Sludge Removal, Hauling & Disposal - Submitted by Synagro South, LLC (2019-R-66 : Approval of



Section I - Management Summary

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

Ladies and Gentlemen:

RE: Sludge Removal, Hauling and Disposal Services ITB # 19-WW-12

Synagro South, LLC is pleased to respond to the above referenced bid. We have enclosed for your review our completed bid forms.

Having been in business for over 40 years, Synagro is one of the largest residuals management companies in the country with over 650 municipal customers and operations in 36 states and Canada. We provide various residuals management services to water and wastewater treatment plants throughout the State of Florida and have extensive equipment and personnel resources to perform the Biosolids Hauling and Land Application Services for the City of Holly Hill.

Synagro, in addition to our own Florida personnel, plans to utilize Manny's Bulk Express (MBE) and Greenfield, exclusive sub-contractors for Synagro in the State of Florida. MBE and Greenfield, under the guidance and oversight of Synagro, perform hauling services and land application services for numerous municipalities throughout the State of Florida. All orders/dispatching will be placed through Synagro management and Synagro will take full responsibility for response time and all other requirements in accordance with the City's contract specifications. Synagro has worked with Manny's Bulk Express for over 15 years and they perform all the hauling for the over 35 contracts Synagro maintains throughout the State. Those contracts include Orange County, Sarasota County, Miami Dade County, City of St. Petersburg, City of Tampa, Indian River County, Manatee County, City of Sarasota, City of Melbourne, City of West Melbourne, Cooper City, City of Port St. Lucie, New Smyrna, Key Largo, Marco Island and other various accounts.

Synagro's experience with land application and other biosolids treatment technologies in the State of Florida (over 35 annual contracts currently) has made us aware of the issue of weather delays in getting solids managed on an as needed schedule. Synagro along with our exclusive sub-contractor presently have over 18,000 plus acres under lease and permitted for the management of biosolids which includes 5,000 plus acres at the Deseret Ranch. We are in the process of permitting additional land in other parts of the State to prevent weather delays because of east coast storms.

Synagro along with our exclusive subcontractor were recently awarded the Orange County contract to provide the same hauling and land application services as requested by The City of Holly Hill. The anticipated annual volume is over 75,000 cubic yards of biosolids.

With the scrutiny of land application presently in the State of Florida Synagro, along with our sub-contractor, take great precautions to assure that all regulations and good neighbor



practices are followed implicitly. We are proud of our FDEP record for no violations throughout our presence in the State. We believe that if land application is done properly it is a safe and reliable method for providing much needed fertilizer for grazing land. We actively participate in providing our input and experiences to FDEP and Agencies in other States to strengthen the regulations for the safety of the residents and the security of the environment.

We believe Synagro has the best demonstrated track record to provide the quality and responsive services that the City of Holly Hill is seeking. As with other contracts that Synagro has throughout the country we will honor all service commitments and at the stated prices throughout the duration of the contract. We believe that it is important to be a key partner for our customers and to always work in their best interests. We stand ready to assist in meeting all your biosolids management goals.

If you have any questions about our submittal or require any additional information, please feel free to contact Michael Wolfe at (813) 285-0680 or mwolfe@synagro.com. We look forward to hearing from you soon.

Sincerely,

Elizabeth Grant, Assistant Secretary

EG:jc

Attachment: Proposal for Holly Hill, FL Sludge Removal, Hauling & Disposal - Submitted by Synagro South, LLC (2019-R-66 : Approval of



Section 2 - Corporate Experience and Capacity

Synagro's core business purpose is focused on the management of municipal biosolids, including project development, operations, and biosolids product recycling. This focus has resulted in Synagro being North America's leading provider of high-quality, cost-effective biosolids management and beneficial use services. We have been successfully meeting the biosolids management needs of hundreds of generators for more than 40 years. Synagro's experience in all areas of biosolids management is unparalleled.



Synagro annually manages over 12 million tons of biosolids and other organic by-products for more than 650 generators (including 600 municipal clients). Synagro employs a team of over 600 professional engineers, soil scientists, agronomists, construction managers, financial managers and the largest, most diverse operational staff in the industry. Our team is dedicated to working with our clients to find the right solution to their organic residuals management challenges. Synagro, and its various subsidiaries, have been at the forefront of the environmental movement to safely process and beneficially market organic residual materials.

Synagro offers virtually all commercially viable processing options and product marketing channels for biosolids and organic residuals including:

- Heat drying and pelletization
- Incineration
- Composting
- Alkaline stabilization
- Digestion
- Dewatering (installation & operation)
- Mobile dewatering
- Land application and reclamation
- Lagoon and digester cleaning
- Rail transportation
- Product marketing

This ability to offer the complete range of biosolids options is unique to Synagro and allows us to develop projects that fit a municipality's unique needs. In addition, this breadth of experience provides us with an in-depth understanding of biosolids that other companies simply do not possess.

As the industry leader in providing various forms of project delivery options, we have extensive experience developing and managing biosolids facility design-build-own-operate (DBOO) projects. We currently operate nine heat-drying facilities, three thermal processing facilities, four composting facilities, over a dozen alkaline stabilization facilities, and approximately 70 permanent and mobile dewatering facilities.

Synagro is owned by EQT, a Swedish private equity firm with over \$20 billion in assets under management, and is part of EQT Infrastructure II, a fund with a hard cap of over \$2 billion. This fund is dedicated to creating improved value through investing capital and support resources to



companies like Synagro that provide vital infrastructure services. EQT is a strong, stable, financial partner with a stellar performance history and an emphasis on long-term, sustainable investment.

Three truck drivers will be assigned to this project and will haul the biosolids on an as needed basis not full time. There will also be one person spreading the biosolids at the land application sites. This person will also be assigned on an as needed basis. Please see the below Synagro owned equipment.

Equipment

Make	Type	VIN#	Tag #	Description	Asset #
TIBROOK	Dump-Trailer	1T9EAAT29PG021012	9036CU	40 Ft Frameless Dump Trailer	DT1814
TRAVIS	Dump-Trailer	1T91F372XT1247367	9040CU	40 Ft Frameless Dump Trailer	DT1815
TRAVIS	Dump-Trailer	1T91A3525T1247911	9039CU	40 Ft Frameless Dump Trailer	DT1816
TRAVIS	Dump-Trailer	1T91A3527T1247912	9043CU	40 Ft Frameless Dump Trailer	DT1817
Raven	Dump-Trailer	1R9D34300F0011175	0583CX	40 Ft Frameless Dump Trailer	DT1819
Travis	Dump-Trailer	1T91A3727V1247621	0582CX	40 Ft Frameless Dump Trailer	DT1820
Travis	Dump-Trailer	1T91A3722V1247638	0581CX	40 Ft Frameless Dump Trailer	DT1821
CMCD	Dump-Trailer	4E7AA3928NATS0005	0578CX	40 Ft Frameless Dump Trailer	DT1822
Travis	Dump-Trailer	1T91A3529T1247913	0580CX	40 Ft Frameless Dump Trailer	DT1823
Mate	Dump-Trailer	1M9A38524LH036135	0579CX	40 Ft Frameless Dump Trailer	DT1824
CMC	Dump-Trailer	4E7AA3928NATS0070	0585CX	40 Ft Frameless Dump Trailer	DT1825
Tavis	Dump-Trailer	1T91A3720V1247640	9045CU	40 Ft Frameless Dump Trailer	DT1826
Travis	Dump-Trailer	1T91A3721V1247632	9044CU	40 Ft Frameless Dump Trailer	DT1827
J & J	Dump-Trailer	1S92A34304M006088	2447CX	40 Ft Frameless Dump Trailer	DT1833
East	Dump-Trailer	1E1D2S380SRJ17989	2446CX	40 Ft Frameless Dump Trailer	DT1834

Make	Type	VIN#	Tag #	Description	Asset #
Mack	Tractor	1M1AK06YX6N011305	9367QQ	Tandem Semi-Truck	322
Mack	Tractor	1M2AA13Y3VW071122	672TGA	Tandem Semi-Truck	316
Kenworth	Tractor	1XKWDR9X4NS574703	BZZK16	Tandem Semi-Truck	#01
Mack	Tractor	1M1AA13Y93W152028	GPLR43	Tandem Semi-Truck	328
Mack	Tractor	1M1AA13Y53W152026	JXNP83	Tandem Semi-Truck	329
Mack	Tractor	1M1AW02Y6BM014504	9027XC	Tandem Semi-Truck	335
Mack	Tractor	1M1AW02Y8BM014505	9026XC	Tandem Semi-Truck	336

SYNAGRO SOUTH, LLC - Florida Project Equipment			
EQUIP #	YR	MFR	DESCRIPTION
500718	2003	Ford	F150, S/C 4X2
500858	2005	Ford	F-350, CREW CAB 4x4 10,000lbs
500878	2006	Ford	F250 4X4 PICK-UP
500884	2006	Ford	F150 SUPCAB 4X4
500937	2008	Ford	F250 SUP. CAB XL 4X4
500966	2004	Ford	F-250SD TRUCK PICKUP
500967	2004	Ford	F-250SD TRUCK PICKUP
500971	2008	Chevy	TAHOE
501007	2011	Ford	F-350 SUPER DUTY SRW
501008	2011	Ford	F-350 SUPER DUTY SRW
501017	2001	Ford	F150 4DR 4WD Supercrew XLT
501052	2011	Ford	F150 4DR 4WD SuperCab 145WB
520175	1994	Mack	CH613 ROAD TRACTOR
520336	1998	Freightliner	ROAD TRACTOR
520407	1995	Mack	ROAD TRACTOR
520524	2000	Peterbuilt	ROAD TRACTOR
520661	2005	Kenworth	T800B Tractor
520662	2005	Kenworth	T800B Tractor
520663	2005	Kenworth	T800B Tractor
520664	2005	Kenworth	T800B Tractor
520667	2006	Mack	CXN613 TRACTOR
520669	2005	Kenworth	T800B Tractor
520670	2005	Kenworth	T800B Tractor- 40863
520675	2006	Mack	TRACTOR CXN613
520763	2007	Mack	CXN613 TRACTOR
530162	1990	Fruehauf	TANKER, DOUBLE CONICAL
530168	1974	TrailM	TANKER, DOUBLE CONICAL
530680	1992	TrailM	7000 GALLON TANK
530684	1991	TrailM	7000 GALLON TANK
530689	1996	SPAI	7000 GALLON TANK
530690	1994	MICO	7000 GALLON TANK
530731	1994	FLMST	TANKER 7000 GAL
540154	1999	Cummins	350KW Generator & Trailer
550008	1986	INTST	FLATBED 25" LOWBOY
550154	1970	TrailM	LOWBOY
550159	1997	Modern	Bumber pulled Ut. TRL 8x16 2 axle
550266	2004	Tropic	3 AXLE CLOSED UTILITY TL
550270	2003	Galyean	KILLABREW
550273	2007	Trail Blazer	8X10 Cargo Van trailer TXTB610SA
570261	1985	R&S	DUMP, TRI-AXLE, S&G
570411	1999	East	DUMP TRAILER
570413	1998	East	END DUMP
570414	1998	East	DUMP TRAILER
570415	1998	East	DUMP TRAILER
570421	1993	East	DUMP TRAILER
570450	1997	Travis	FRAMLESS DUMP
570460	1997	Travis	FRAMLESS DUMP
570467	1997	Travis	FRAMLESS DUMP

570478	1990	Travis	DUMP TRAILER
570480	1992	CMC	DUMP TRAILER, ALUMINUM
570485	1996	Travis	DUMP TRAILER, 35'
570556	1990	MATE	DUMP TRAILER
570597	1987	TIBRK	DUMP TRAILER, 36FT
570659	2004	J&J	DUMP TRAILER 32' TRIAXLE
570661	2004	J&J	DUMP TRAILER, 32' TRIAXLE
570662	2004	J&J	DUMP TRAILER, 32' TRIAXLE
570664	2004	J&J	DUMP TRAILER, 32' TRIAXLE
570667	2004	J&J	DUMP TRAILER, 32' TRIAXLE
570669	2003	J&J	DUMP TRAILER, 32' TRIAXLE
570674	2004	J&J	DUMP TRAILER, 32' TRIAXLE
570675	2004	J&J	DUMP TRAILER, 32' TRIAXLE
570698	2005	Travis	DUMP TRAILER
570699	2005	Travis	DUMP TRAILER
570769	2006	Travis	TRAILER T-102
570801	2007	Travis	END DUMP
570810	2007	Travis	End Dump 39ft
570811	2007	Trailking	39FT Alumin. Frameless Dump
570814	2007	Trailking	39FT Alumin. Frameless Dump
570822	2007	Travis	DUMP TRAILER
580231	2008	Gulf Atlantic	6" HYDRAULIC PUMP
610380	1982		Analytical Balance Pump
610392		Miller	BOBCAT WELDER
640030	2001	Doyle	CONVEYOR 30FT
700013	2001	CAT	300 KW GEN. Trailer
700014	2002	CAT	125 KW GEN. Trailer
700015	2000		TRAILER ONLY/NO GEN
700016	2000	CAT	75 KW GEN. Trailer
700039	2008	Multiquip	400k Generator
700040	2008	Multiquip	400k Generator
740680		Supertract	SKIDDER BOX
740877		JCB	FORKLIFT
740928	2011	Tusk	FORKLIFT Model 500PG14
790033	2000	Fontaine	TRAILER SE/ Belt Press
790033		Ashbrook	2.2M Ashbrook BPF
800003	2003	Andritz	Centrifuge W/Trailer D5LL
800003	2003	Andritz	Centrifuge
800004	2003	Andritz	Centrifuge W/Trailer D6LL
800004	2003	Andritz	Centrifuge
800005	2003	Flottweg	CENTRIFUGE W/TRAILER,Z73
800010	2004	ALDEC	CENTRIFUGE ALFA LAVAL
800012	2004	Fontaine	CENTRYSSIS C526
800012	2005	Centrisys	Centrysis w/Centrifuge
800014	2006	Fontaine	CENTRIFUGE W/TRAILER
800014	2006	Andritz	CENTRIFUGE C526-4
800015	2006	Fontaine	TRAILER/ W CENTRIFUGE
800015	2006	Centrisys	CENTRIFUGE C526-4
800016	1991	Centrisys	CENTRIFUGE CP4-1.1 Skid MT
800019	2000		Flottweg Mobile Centrifuge
800019	2012	Fontaine	Trailer W/ Centrifuge
930031		Doyle	CONVEYOR



Section 3 - Customer Listing

Below demonstrates Synagro's experience with hauling and land application projects similar in scope, complexity, character, and value to that currently provided for the City of Holly Hill.

City of Tampa

306 E. Jackson Street
Municipal Plaza, 2nd Floor
Tampa, FL 33602

Jim Johnson
(813) 247-3451

jim.johnson@tampagov.net

Hauling and land application of 65,000 wet tons of Class B biosolids per year.
Ongoing contract began 2014

City of Miramar

13900 Pembroke Road
Miramar, FL 33027
Bruce Tross
954-392-7880

batross@ci.miramar.fl.us

Hauling and land application of approximately 9,000 wet tons per year of Class B biosolids.
Ongoing contract began 2013

West Melbourne Utilities

1415 Henry Ave.
West Melbourne, FL. 32904
Brian Mascher
321-288-0047

Brian.Mascher@ch2m.com

Hauling and land application of 2600 wet tons per year of Class B biosolids.
Ongoing contract began 2016

City of St. Petersburg, FL.

1650 3rd Ave North
St. Petersburg, FL33713
Charles Wise
727-892-5687

Charles.wise@stpete.org

Haul and land apply approximately 41,000 wet tons of both Class A and B biosolids.
Ongoing contract began 2017.



Section 4 - Acceptance of Conditions

Synagro South, LLC does not wish to make any exceptions to the general terms and conditions of the ITB and insurance requirements.

Attachment: Proposal for Holly Hill, FL Sludge Removal, Hauling & Disposal - Submitted by Synagro South, LLC (2019-R-66 : Approval of



Section 5 - Documents

Please see the attached certificates.

Attachment: Proposal for Holly Hill, FL Sludge Removal, Hauling & Disposal - Submitted by Synagro South, LLC (2019-R-66 : Approval of

State of Florida

Department of State

I certify from the records of this office that SYNAGRO SOUTH, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on February 17, 2006.

The document number of this limited liability company is M06000000941.

I further certify that said limited liability company has paid all fees due this office through December 31, 2018, that its most recent annual report was filed on April 3, 2018, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifteenth day of May, 2018*



Ken Diefmer
Secretary of State

Tracking Number: CU0113110108

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



February 20, 2006

FLORIDA DEPARTMENT OF STATE
Division of Corporations

SYNAGRO SOUTH, LLC
4512 BRITTMORE RD.
HOUSTON, TX 77041

Qualification documents for SYNAGRO SOUTH, LLC were filed on February 17, 2006, and assigned document number M06000000941. Please refer to this number whenever corresponding with this office.

Your limited liability company is now qualified and authorized to transact business in Florida as of the file date. In accordance with section 608.406(2), F.S., the name of this limited liability company is filed with the Department of State for public notice only and is granted without regard to any other name recorded with the Division of Corporations.

This document was electronically received and filed under FAX audit number H06000044836.

A limited liability company annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the limited liability company address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please contact this office at the address given below.

Deborah Bruce
Document Specialist
Registration/Foreign Qualification
Division of Corporations

Letter Number: 406A00011725

P.O BOX 6327 - Tallahassee, Florida 32314

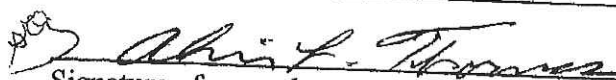
Attachment: Proposal for Holly Hill, FL Sludge Removal, Hauling & Disposal - Submitted by Synagro South, LLC (2019-R-66 : Approval of

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACTION BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 608.503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACTIONS BUSINESS IN THE STATE OF FLORIDA:

1. Synagro South, LLC
(Name of Foreign Limited Liability Company)
2. Delaware
(Jurisdiction under the law of which foreign limited liability company is organized)
3. 76-0612567
(FEI number, if applicable)
4. 12/31/2005
(Date of Organization)
5. Perpetual
(Duration: Year limited liability company will cease to exist or "perpetual")
6. _____
(Date first transacted business in Florida, if prior to registration.)
(See sections 608.501 & 608.502 F.S. to determine penalty liability)
7. 4512 Brittmoore Road
Houston, TX 77041
(Street Address of Principal Office)
8. If limited liability company is a manager-managed company, check here ☒
9. The name and usual business addresses of the managing members or managers are as follows:
Synagro-WWT, Inc., 1800 Bering Drive, Suite 1000, Houston, TX 77057

10. Attached is an original certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (A photocopy is not acceptable. If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted.)
11. Nature of business or purposes to be conducted or promoted in Florida: Residuals Management Services


Signature of a member or an authorized representative of a member.
(In accordance with section 608.408(3), F.S., the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Alvin L. Thomas

Typed or printed name of signee
Vice President & Secretary, Synagro-WWT, Inc. - Manager

CERTIFICATE OF DESIGNATION OF REGISTERED AGENT/REGISTERED OFFICE

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the Limited Liability Company is:

Synagro South, LLC

2. The name and the Florida street address of the registered agent and office are:

C T Corporation System
(Name)

1200 South Pine Island Road
Florida Street Address (P.O. Box **NOT** ACCEPTABLE)

Plantation, Florida 33324
City/State/Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, Florida Statutes.

By: *Denise Bell*
C T Corporation System
(Signature)

Denise Bell
Assistant Secretary

\$ 100.00	Filing Fee for Application
\$ 25.00	Designation of Registered Agent
\$ 30.00	Certified Copy (optional)
\$ 5.00	Certificate of Status (optional)

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SYNAGRO SOUTH, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIRST DAY OF FEBRUARY, A.D. 2006.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3060217 8300

060098035

AUTHENTICATION: 4493886

DATE: 02-01-06



Section 6 - Required Form Submittals

The following forms are attached:

- Standard Contract
- Proposer's Checklist
- Conflict of Interest Affidavit
- Proposer's Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder
- Acknowledgements
- Compliance with Public Records Law
- References Form
- Public Entity Crimes Statement
- Vendor Information
- W9
- Label

**PROFESSIONAL SERVICES AGREEMENT
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES
Invitation to Bid (ITB) #19-WW-12**

THIS AGREEMENT is made and entered into this _____ day of October, 2019, by and between _____, duly authorized to conduct business in the State of Florida and whose address is _____, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Invitation to Bid (ITB #19-WW-12), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options. Renewal options may be exercised at the discretion of the City based on performance of the company and adherence to the terms and conditions set forth in the ITB documents. The City retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Contractor:

_____, _____ (Name, Title)
_____. (Company)
_____ (Address)
_____ (City, State, Zip)
_____ (Phone)

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 8. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: _____

WITNESSES:

FIRMS

By: 
Elizabeth Grant, Assistant Secretary

Dated: September 13, 2019

Attachments: A. ITB #19-WW-12
B. Firm Response to ITB

Approved by the City Commission of the City of
Holly Hill at a meeting held on this _____
day of _____, 2019 under
Agenda Item No. _____.

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Qualification.

Proposer should check off each of the following items as the necessary action is completed:

- ☒ The standard contract / agreement has been signed and included.
- ☒ All applicable forms have been signed and included
- ☒ All information as requested in the Proposer's Qualification Form is included.
- ☒ Any addenda have been signed and included.
- ☒ The mailing envelope has been addressed to:

CITY CLERK

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

- ☒ The **mailing envelope must be sealed and marked** with Qualification Number "ITB 19-WW-12", Proposal Title "**SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES**" and September 17, 2019 "@ 10:00 am".
- ☒ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE ITB NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

Synagro South, LLC
Company


Authorized Signature

Elizabeth Grant, Assistant Secretary
Printed Name & Title

egrant@synagro.com
Email

435 Williams Court, Suite 100
Address

Baltimore, MD 21220
City, State, Zip Code

443-489-9075
Telephone No.

443-489-9042
Fax No.

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Synagro South, LLC
Company

435 Williams Court, Suite 100
Address


Authorized Signature

Baltimore, MD 21220
City, State, Zip Code

Elizabeth Grant, Assistant Secretary
Printed Name & Title

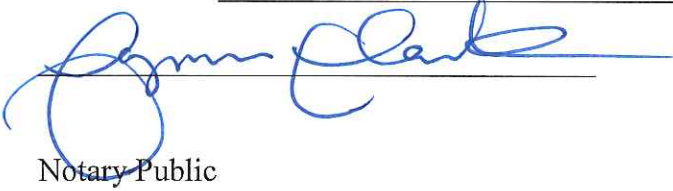
443-489-9075
Telephone No.

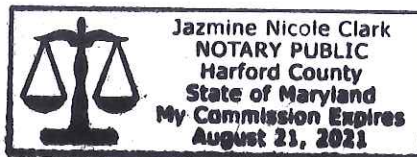
egrant@synagro.com
Email

443-489-9042
Fax No.

State of Maryland)
City of Baltimore)

SUBSCRIBED AND SWORN to before me this 13th day of September, 2019, by Elizabeth Grant, who is personally known to me to be the Assistant Secretary for the Firm, OR who produced the following identification: _____


Notary Public



My Commission Expires: August 21, 2021

Attachment: Proposal for Holly Hill, FL Sludge Removal, Hauling & Disposal - Submitted by Synagro South, LLC (2019-R-66 : Approval of

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

<u>% Completed</u>	<u>Project</u>	<u>Contract Amount</u>
Multi year contract	Melbourne, FL - Hauling and land application	\$ 1.3 million
Multi year contract	Tampa, Fl - Hauling and land application	\$ 1.8 million/yr
Multi year contract	Orange Co, FL - Biosolids Hauling	\$ 1.1 million/yr

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

Henrico, VA - WWTP Digester Cleaning \$1.6 Million

Perdue Accomac, VA - Residuals Land Application \$1.35 million

Ventura, CA - Digester Cleaning \$922,000

OTHER INFORMATION ABOUT PROJECTS:

Synagro currently operates over 300 contracts throughout the United States.

Have you, at any time, failed to complete a project? ☐ Yes ☒ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

☐ Yes ☒ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$ 0 **Total Fees for work done on all City projects**

Attachment: Proposal for Holly Hill, FL Sludge Removal, Hauling & Disposal - Submitted by Synagro South, LLC (2019-R-66 : Approval of

REFERENCES:Bank(s) Maintaining Account(s): Bank of America Merrill Lynch100 S. Charles street, Baltimore, MD 21201 - Nakiesha Gonzalez (410) 547-4218Surety/Underwriter: (if required) Marsh USA, Inc445 South Street, Suite 210 | Morristown, NJ 07962 - Kelly O'Malley (973) 401-5143

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

- ☒ Corporation/Years in Business: 40. If firm is a corporation, please list state in which it is incorporated: Delaware. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
- ☐ Partnership/Years in Business: _____
- ☐ Sole Proprietorship/Years in Business: _____
- ☐ Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Synagro South, LLC

Company

435 Williams Court, Suite 100

Address



Authorized Signature

Baltimore, MD 21220

City, State, Zip Code

Elizabeth Grant, Assistant Secretary

Printed Name & Title

443-489-9075

Telephone No.

egrant@synagro.com

Email

443-489-9042

Fax No.

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: ITB NO. 19-WW-12 - "SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **ITB# 19-WW-12**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 13th day of September, 2019 in the City of Baltimore, in the State of Maryland.

Synagro South, LLC

Company

435 Williams Court, Suite 100

Address

Authorized Signature

Baltimore, MD 21220

City, State, Zip Code

Elizabeth Grant, Assistant Secretary

443-489-9072

Printed Name & Title

Telephone No.

egrant@synagro.com

443-489-9042

Email

Fax No.

Attachment: Proposal for Holly Hill, FL Sludge Removal, Hauling & Disposal - Submitted by Synagro South, LLC (2019-R-66 : Approval of

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

- | | |
|--|--|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida
Statutes, Chapter 440 and all
Federal Government Statutory Limits and
Requirements. |
| ☒ 2. Commercial General Liability
(Occurrence Form) patterned
after the current I.S.O form
with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

<u>\$1,000,000</u> single limit per
occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |
| This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill. | |
| ☒ 4. Automobile Liability | <u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☐ 5. Other Insurance as indicated below: | \$ 1,000,000 Per Occurrence |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 8. The City of Holly Hill must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |

INSURANCE REQUIREMENTS (Continued)

- ☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the **ITB Number 19-WW12 and SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES.**

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of ITB.

Synagro South, LLC

Company

435 Williams Court, Suite 100

Address


Authorized Signature

Baltimore, MD 21220

City, State, Zip Code

Elizabeth Grant, Assistant Secretary

Printed Name & Title

443-489-9075

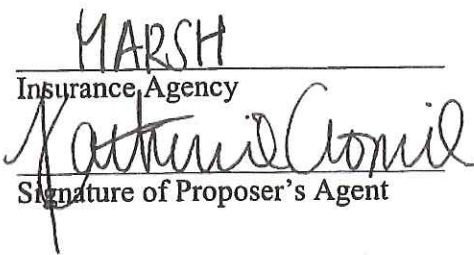
Telephone No.

egrant@synagro.com

Email

443-489-9042

Fax No.


Insurance Agency

Signature of Proposer's Agent

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☒ YES
☐ NO

Synagro South, LLC
 Company


 Authorized Signature

Elizabeth Grant, Assistant Secretary
 Printed Name & Title

egrant@synagro.com
 Email

435 Williams Court, Suite 100
 Address

Baltimore, MD 21220
 City, State, Zip Code

443-489-9042
 Telephone No.

443-489-9075
 Fax No.

Attachment: Proposal for Holly Hill, FL Sludge Removal, Hauling & Disposal - Submitted by Synagro South, LLC (2019-R-66 : Approval of

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of MarylandCounty of BaltimoreElizabeth Grant, being first duly sworn, deposes and says that:

Assistant

He/she is Secretary of Synagro Central, LLC, Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Qualification and of all pertinent circumstances respecting such Qualification;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Synagro South, LLC

Company

435 Williams Court, Suite 100

Address

Authorized Signature

Baltimore, MD 21220

City, State, Zip Code

Elizabeth Grant, Assistant Secretary

Printed Name & Title

443-489-9042

Telephone No.

egrant@synagro.com

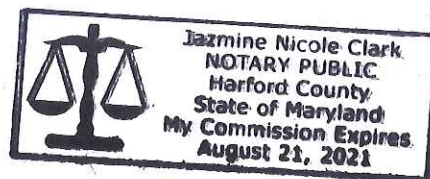
Email

443-489-9042

Fax No.

Subscribed and sworn to before me this 13th day of Sept., 2019.

Jazmine Clark
Notary Public
Title

My Commission Expires: August 21, 2021

ACKNOWLEDGEMENTS

ITB # 19-WW12 Sludge Removal, Hauling and Disposal Services

To: City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

Synagro South, LLC

From : Insert Information "Contractor"

The Contractor agrees to provide **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES** as defined in this Invitation to Bids document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Contractor has carefully examined the ITB requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES** called for by the ITB documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Invitation to Bids submittals and guarantees the future related proposals for a period not to exceed one hundred twenty (120) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the ITB.

Upon award of this ITB, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the ITB Documents.

The ITB Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Contractor, by signing these ITB Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this ITB Document.

Contractor shall guarantee **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES** within _____ calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 13th day of September, 2019
(Month) (Year)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: () _____ Fax: () _____

Taxpayer Identification Number (TIN): _____

CORPORATION

By: Elizabeth Grant / Elizabeth Grant
(Signature) (Print name)

Address: 435 Williams Court, Suite 100

Baltimore, MD 21220

Telephone: (443) 489-9075 Fax: (443) 489-9042

Taxpayer Identification Number (TIN/EIN): 76-0612568

State Under Which Corporation Was Chartered:
Delaware

Corporate President: Robert Preston
(Print Name)

Corporate Secretary: Alan Slepian
(Print Name)

Corporate Treasurer: Michael Pisch
(Print Name)

CORPORATE SEAL

Attest By: Alan Slepian
Secretary

Signature: _____ Date: 8/6/2019

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Attachment: Proposal for Holly Hill, FL Sludge Removal, Hauling & Disposal - Submitted by Synagro South, LLC (2019-R-66 : Approval of

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Valerie Manning, City Clerk

386-248-9441

vmanning@hollyhillfl.org

1065 Ridgewood Ave

Holly Hill, FL 32117

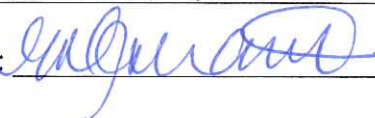
A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. 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 and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: Synagro South, LLC

Authorized representative (printed): Elizabeth Grant, Assistant Secretary

Authorized representative (signature): 

Project Number: **ITB # 19-WW-12**

Date: 8/6/2019

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: City of Tampa
 Address: 306 E. Jackson Street, Municipal Plaza, 2nd Floor, Tampa, FL 33602
 Point of Contact: Jim Johnson
 Phone #: (813) 247-3451 Email address: jim.johnson@tampagov.net
 Service(s) Provided: Hauling and land application of 65,000 wet tons of Class B biosolids per year.

 Dates of Service: Ongoing contract began 2014.

2. Name of Company: City of Miramar
 Address: 13900 Pembroke Road Miramar, FL 33027
 Point of Contact: Bruce Tross
 Phone #: (954) 392-7880 Email address: batross@ci.miramar.fl.us
 Service(s) Provided: Hauling and land application of approximately 9,000 wet tons per year of Class B.

 Dates of Service: Ongoing contract began 2013.

3. Name of Company: West Melbourne Utilities
 Address: 1415 Henry Avenue, West Melbourne, FL. 32904
 Point of Contact: Brian Mascher
 Phone #: (321) 288-0047 Email address: Brian.Mascher@ch2m.com
 Service(s) Provided: Hauling and land application of 2600 wet tons per year of Class B biosolids.

 Dates of Service: Ongoing contract began 2016.

4. Name of Company: City of St. Petersburg
 Address: 1650 3rd Ave North, St. Petersburg, FL 33713
 Point of Contact: Charles Wise
 Phone #: 727-892-5687 Email address: Charles.wise@stpete.org
 Service(s) Provided: Haul and land apply approximately 41,000 wet tons of both Class A and B biosolids.

 Dates of Service: Ongoing contract began 2017.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

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

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by Elizabeth Grant, Assistant Secretary

(Print Individual's Name and Title)

for Synagro South, LLC

(Print Name of Entity Submitting Sworn Statement)

whose business is 435 Williams Court, Suite 100, Baltimore, MD 21220

and (if applicable) its Federal Employer Identification Number (FEIN) is 76-0612567

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

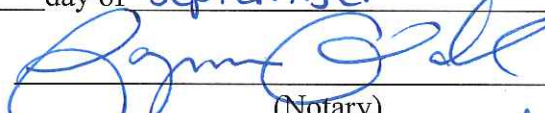


(Signature)

Sworn and subscribed before me this 13th day of September, 2019.

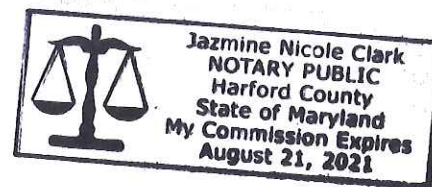
Personally known ✓

OR produced identification _____


(Notary)
Notary Public State of Maryland

My commission expires: August 21, 2021

(Type of Identification)



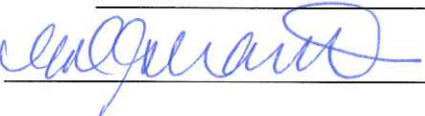
VENDOR INFORMATION

Vendor is:

- ☒ Corporation
☐ Partnership
☐ Sole Proprietorship
☐ Other _____ (Explain)

Federal Employer Identification Number: 76-0612568Firm Name: Synagro South, LLCMailing Address: 435 Williams Court, Suite 100Baltimore, MD 21220Telephone No.: 443-489-9075 Fax No.: 443-489-9042Email Address: egrant@synagro.com Web Address: www.synagro.com

If remittance address is different from the mailing address so indicate below.

Firm Name: Synagro South, LLCRemittance Address: P.O. BOX 74007413Chicago, IL 60674-7413Submitted by: Name & Title Printed: Elizabeth Grant, Assistant Secretary

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Synagro-WWT, Inc.

2 Business name/disregarded entity name, if different from above
Synagro South, LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ **C Corporation**

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
435 Williams Court, Suite 100

6 City, state, and ZIP code
Baltimore, MD 21220

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

7	6	-	0	6	1	2	5	6	7
---	---	---	---	---	---	---	---	---	---

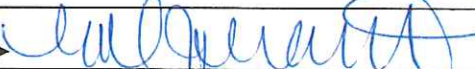
Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ► 

Date ► 11/3/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Section 7 - Price Proposal Form

Please see the attached Price Proposal Form submitted by Synagro South, LLC.

Attachment: Proposal for Holly Hill, FL Sludge Removal, Hauling & Disposal - Submitted by Synagro South, LLC (2019-R-66 : Approval of

PROPOSAL PRICING FORM
ITB 19-WW-12
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES

Pricing Proposal for Synagro South, LLC "Contractor"

Price for removal, hauling and disposal services per Cubic Yard.

Year 1. \$36.80 per cubic yard

Year 2. \$37.44 per cubic yard

Year 3. \$38.10 per cubic yard

~~Monthly Base Fee to include any ancillary equipment and / or labor to move / bump the container in order to distribute the time within it.~~

~~Year 1. _____ monthly fee~~

~~Year 2. _____ monthly fee~~

~~Year 3. _____ monthly fee~~

Please provide a detailed description of all costs associated with the process:

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.



 Authorized Signature

Elizabeth Grant, Assistant Secretary

 Printed Name & Title

Synagro South, LLC

 Company

9/13/2019

 Date

435 Williams Court, Suite 100

Address

Baltimore, MD 21220

City, State, Zip Code

443-489-9075

Telephone No.

egrant@synagro.com

Email Address.



ITB #19-WW-12

SLUDGE REMOVAL, HAULING, AND DISPOSAL SERVICES

Attention: Purchasing & Contracting Division

Bid Proposal Submitted By:



4050 Dundee Road, Winter Haven, FL 33884

Bid Opening: September 17, 2019 10:00 a.m.

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Qualification.

Proposer should check off each of the following items as the necessary action is completed:

- ☒ The standard contract / agreement has been signed and included.
- ☒ All applicable forms have been signed and included
- ☒ All information as requested in the Proposer's Qualification Form is included.
- ☒ Any addenda have been signed and included.
- ☒ The mailing envelope has been addressed to:

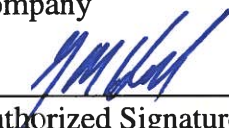
CITY CLERK
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

- ☐ The **mailing envelope must be sealed and marked** with Qualification Number "ITB 19-WW-12", Proposal Title "SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES" and September 17, 2019 "@ 10:00 am".
- ☐ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE ITB NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

Sweetwater Environmental, Inc.

Company



Authorized Signature

Gregory N. Hatten, CFO

Printed Name & Title

ghatten@schwingbioset.com

Email

4050 Dundee Road,

Address

Winter Haven, FL 33884

City, State, Zip Code

239-842-6400

Telephone No.

239-237-2174

Fax No.

**PROFESSIONAL SERVICES AGREEMENT
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES
Invitation to Bid (ITB) #19-WW-12**

THIS AGREEMENT is made and entered into this 8th day of October, 2019, by and between Sweetwater Environmental, Inc, duly authorized to conduct business in the State of Florida and whose address is 4050 Dundee Rd., Winter Haven, FL 33884, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Invitation to Bid (ITB #19-WW-12), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options. Renewal options may be exercised at the discretion of the City based on performance of the company and adherence to the terms and conditions set forth in the ITB documents. The City retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Contractor:

Gregory N. Hatten, CFO (Name, Title)
Sweetwater Environmental, Inc (Company)
4050 Dundee Road (Address)
Winter Haven, FL (City, State, Zip)
239-842-6400 (Phone)

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 8. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: _____

WITNESSES:

Linda R. Stulow

FIRMS: Sweetwater Environmental, Inc

By: Gregory N. Hatten, CFO

Gregory N. Hatten

Dated: September 16, 2019

Attachments: A. ITB #19-WW-12

B. Firm Response to ITB

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of _____, 2019 under Agenda Item No. _____.

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Sweetwater Environmental, Inc
 Company

 Authorized Signature
Gregory N. Hatten, CFO
 Printed Name & Title
ghatten@schwingbioset.com
 Email

4050 Dundee Road
 Address
Winter Haven, FL 33884
 City, State, Zip Code
239-842-6400
 Telephone No.
239-237-2174
 Fax No.

State of Florida
 City of Fort Myers

SUBSCRIBED AND SWORN to before me this 16th day of September, 20 19, by
Gregory N. Hatten, who is personally known to me to be the CFO for,
Sweetwater Environmental, Inc OR who produced the following
 identification: _____


 Linda R. Strelow
 Notary Public



My Commission Expires: 03-07-2022

Attachment: Sweetwater ITB Submittal for SLUDGE HAULING (2019-R-66 : Approval of Sludge Removal, Hauling and Disposal Services

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
70%	City of Sebring, FL	\$ 693,000
90%	City of Orlando, FL	\$ 745,000
58%	Florida Keys Aqueduct	\$ 380,000

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? ☐ Yes ☒ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

☐ Yes ☒ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$ 0 Total Fees for work done on all City projects

*This will be our first project with the City

REFERENCES:

Bank(s) Maintaining Account(s): _____

Citizens Bank & Trust; 1013 Dundee Road, Dundee, FL 33838

Surety/Underwriter: (if required) _____

Surety ID SD01042876; Nationwide Mutual Insurance Company; NAIC No. 0140-23787; Ohio

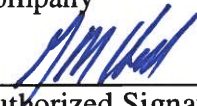
Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

- ☒ Corporation/Years in Business: 25. If firm is a corporation, please list state in which it is incorporated: Florida. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
- ☐ Partnership/Years in Business: _____
- ☐ Sole Proprietorship/Years in Business: _____
- ☐ Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Sweetwater Environmental, Inc
Company


Authorized Signature

Gregory N. Hatten, CFO
Printed Name & Title
ghatten@schwingbioset.com

Email

4050 Dundee Road
Address

Winter Haven, FL 33884
City, State, Zip Code

239-842-6400
Telephone No.
239-237-2174

Fax No.

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: ITB NO. 19-WW-12 - "SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **ITB# 19-WW-12**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 16th day of September, 2019__ in the City of Winter Haven, in the State of Florida.

Sweetwater Environmental, Inc

Company



Authorized Signature

Gregory N. Hatten, CFO

Printed Name & Title
ghatten@schwingbioset.com

Email

4050 Dundee Road

Address

Winter Haven, FL 33884

City, State, Zip Code

239-842-6400

Telephone No.
239-237-2174

Fax No.

Attachment: Sweetwater ITB Submittal for SLUDGE HAULING (2019-R-66 : Approval of Sludge Removal, Hauling and Disposal Services

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

- | | |
|--|--|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida
Statutes, Chapter 440 and all
Federal Government Statutory Limits and
Requirements. |
| ☒ 2. Commercial General Liability
(Occurrence Form) patterned
after the current I.S.O form
with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

<u>\$1,000,000</u> single limit per
occurrence |

- ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

- | | |
|--|---|
| ☒ 4. Automobile Liability | <u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☐ 5. Other Insurance as indicated below: | \$ 1,000,000 Per Occurrence |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 8. The City of Holly Hill must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |

INSURANCE REQUIREMENTS (Continued)

- ☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

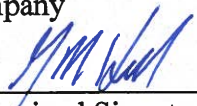
- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the **ITB Number 19-WW12 and SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES.**

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **ITB**.

Sweetwater Environmental, Inc.
Company


Authorized Signature

Gregory N. Hatten, CFO
Printed Name & Title

ghatten@schwingbioset.com
Email

Holmes Murphy & Associates
Insurance Agency


Signature of Proposer's Agent

4050 Dundee Road
Address

Winter Haven, FL 33884
City, State, Zip Code

239-842-6400
Telephone No.

239-237-2174
Fax No.

Forms Schedule

Company:
SYM: CPW

Westchester Surplus Lines Insurance Company

Policy ID: G27918918 004

Policy Period

When Coverage Begins: 10/28/2018

12:01 A.M. Local Time At Named Insured's Address

When Coverage Ends: 10/28/2019

12:01 A.M. Local Time At Named Insured's Address

Form Number	Form Title
SLPD (03/08)	Surplus Lines Declarations
LD-5S23j (03/14)	Signature Endorsement
CG 00 01 04 13	Commercial General Liability Coverage Form
ENV-1203 (03/10)	Contractors Pollution Liability Coverage Endorsement - Occurrence - Elite
ENV-1220 (03/10)	Sudden and Accidental Premises Pollution Liability Endorsement
ENV-1230 (03/10)	Non-Owned Disposal Site(s) Liability - Elite
ALL-21101 (11/06)	Trade or Economic Sanctions Endorsement
ENV-3100 (08/04)	Additional Insured Endorsement
ENV-3101 (08/04)	Additional Insured Endorsement - Primary and Non-Contributory
ENV-3103 (12/10)	All Known or Reported Incidents Exclusion
ENV-3107 (09/04)	Common Policy Conditions
ENV-3110 (09/04)	Deductible Liability Insurance Endorsement
ENV-3123 (08/04)	Named Insured Endorsement
ENV-3126 (08/04)	Notice of Cancellation to Specific Parties Endorsement
ENV-3137 (08/04)	Separate Defense Limit Endorsement - Contractors Pollution Liability Coverage
ENV-3143 (03/05)	Waiver of Transfer of Rights of Recovery Against Others to Us
ENV-3147 (10-12)	Global Program Solutions Amendatory (Foreign Indemnity) Endorsement
ENV-3179 (03/05)	Named Insured(s) Retroactive Date Endorsement
ENV-3225 (10/08)	Additional Insured Endorsement - Products-Completed Operations Hazard
ENV-3240 (11/16)	Coverage Part Changes Endorsement
ENV-3241 (01/18)	Non-Accumulation Of Limits Endorsement - Commercial General Liability
ENV-5100 (06/11)	Asbestos Amendatory Endorsement
ENV-5102 (10/04)	Nuclear Hazard Liability Exclusion
ENV-5519 (09/04)	Earned Premium Endorsement - 25% Minimum Earned
ENV-6100 (08/04)	Construction Management Professional Exclusion - General Liability Coverage
ENV-6101 (08/04)	Engineers, Architects and Surveyors Professional Exclusion - General Liability Coverage
ENV-6102 (08/04)	Inspection, Appraisal and Survey Exclusion - General Liability Coverage
ENV-6103 (08/04)	Testing or Consulting Professional Liability Exclusion - General Liability Coverage
ENV-6104 (08/04)	Total Pollution Exclusion - General Liability Coverage
ENV-6105 (08/04)	Employment Related Practices Exclusion
ENV-6106 (01/05)	Defined Words and Phrases Endorsement
ENV-7109 (01-12)	Action Over Exclusion - New York
ENV-7113 (09/04)	Employee Benefits Liability Coverage Endorsement
ENV-7124 (03/14)	Designated Project(s) General Aggregate Limit Endorsement - All Projects Contractual Limitation
ENV-9950 (01/15)	Exclusion of Certified Acts of Terrorism
SL-44730a (01/16)	Service of Suit Endorsement - Florida
MA-608255e (04/15)	Claims Directory - Umbrella/Excess Casualty/Environmental
TRIA24 (01/15)	Policyholder Disclosure - Notice of Terrorism Insurance Coverage

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☒ YES
☐ NO

Sweetwater Environmental, Inc
 Company


 Authorized Signature

Gregory N. Hatten, CFO
 Printed Name & Title

ghatten@schwingbioset.com
 Email

4050 Dundee Road
 Address

Winter Haven, FL 33884
 City, State, Zip Code

239-842-6400
 Telephone No.

239-237-2174
 Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Lee

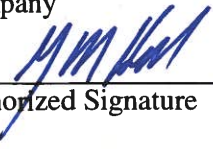
Gregory N. Hatten, being first duly sworn, deposes and says that:

He/~~she~~ is CFO of Sweetwater Environmental, Inc, Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Qualification and of all pertinent circumstances respecting such Qualification;

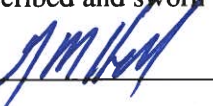
Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

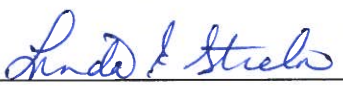
The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Sweetwater Environmental, Inc
Company

Authorized Signature
Gregory N. Hatten, CFO
Printed Name & Title
ghatten@schwingbioset.com
Email

4050 Dundee Road
Address
Winter Haven, FL 33884
City, State, Zip Code
239-842-6400
Telephone No.
239-237-2174
Fax No.

Subscribed and sworn to before me this 16th day of September, 20 19.


Gregory N. Hatten, CFO
Title


Linda R. StreLOW

My Commission Expires: 03-07-2022



ACKNOWLEDGEMENTS
ITB # 19-WW12 Sludge Removal, Hauling and Disposal Services

To: City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

Sweetwater Environmental, Inc

From : "Contractor"

The Contractor agrees to provide **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES** as defined in this Invitation to Bids document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Contractor has carefully examined the ITB requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES** called for by the ITB documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Invitation to Bids submittals and guarantees the future related proposals for a period not to exceed one hundred twenty (120) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the ITB.

Upon award of this ITB, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the ITB Documents.

The ITB Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Contractor, by signing these ITB Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this ITB Document.

Contractor shall guarantee **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES** within 30 calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 16th day of September, 2019
(Month) (Year)

Attachment: Sweetwater ITB Submittal for SLUDGE HAULING (2019-R-66 : Approval of Sludge Removal, Hauling and Disposal Services

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

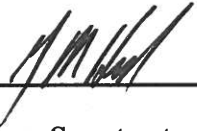
By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer Identification Number (TIN): _____

CORPORATION

By:  (Signature) Gregory N. Hatten (Print name)

Address: Sweetwater Environmental, Inc

4050 Dundee Road

Winter Haven, FL 33884

Telephone: (239) 842-6400 Fax: (239) 237-2174

Taxpayer Identification Number (TIN/EIN): 58-2153903

State Under Which Corporation Was Chartered: Florida

Corporate President: Thomas Anderson
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: Gregory N. Hatten
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ Date: 9-16-19
COMPLIANCE WITH THE PUBLIC RECORDS LAW

Attachment: Sweetwater ITB Submittal for SLUDGE HAULING (2019-R-66 : Approval of Sludge Removal, Hauling and Disposal Services

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Valerie Manning, City Clerk
 386-248-9441
vmanning@hollyhillfl.org
 1065 Ridgewood Ave
 Holly Hill, FL 32117

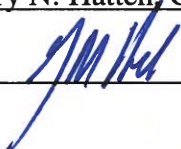
A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. 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 and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: Sweetwater Environmental, Inc

Authorized representative (printed): Gregory N. Hatten, CFO

Authorized representative (signature):  _____

Project Number: **ITB # 19-WW-12**

Date: September 16, 2019

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. OversAddress: 321 North Mango Street; Sebring, FL 33022
 Point of Contact: Mr. Jack Pollard
 Phone #: 863.471.5114 Email address: jackpollard@mysebring.com
 Service(s) Provided: Disposal of Domestic Wastewater Treatment Biosolids

 Dates of Service: 6/01/2015 - Ongoing

2. Avenu
 Address: 5420 LB Mcleod Road; Orlando, FL 32811
 Point of Contact: Mr. Keith Jordan, Treatment Plant Operations
 Phone #: 407.325.5653 Email address: keith.jordan@cityoforlando.com
 Service(s) Provided: Transport of Wastewater Biosolids for Land Application

 Dates of Service: 04/01/11 - Ongoing

3. Name of Company: Florida Keys Aqueduct Authority
 Address: 3375 Overseas Highway; Marathon, FL 33050
 Point of Contact: Mr. Tom Pfeister
 Phone #: 954.921.3288 Email address: _____
 Service(s) Provided: Transfer, Collection, Storage, Treatment, Transportation, Disposal, of Sludge/Septic generated within Monroe County

 Dates of Service: 5/19/04 - Ongoing

4. Name of Company: City of Melbourne, Florida
 Address: 900 E. Strawbridge Avenue; Melbourne, FL 32901
 Point of Contact: Mr. Aaron Traylor
 Phone #: 321.216.5797 Email address: atraylor@melbourneflorida.org
 Service(s) Provided: Domestic Biosolids Hauling Services

 Dates of Service: 4/29/15 – 4/29/19

Additional Reference/Project information on following sheets.

Reference #1



Project Highlights:

- ✓ Project Name: Disposal of Domestic Wastewater Treatment Biosolids
- ✓ Contract Amount: \$234,000 Annually
- ✓ Date Work Performed: 06/01/2015 - Ongoing
- ✓ Number of Hauls/Month: 10 Loads/Month

In June of 2015, Sweetwater Environmental, Inc., was awarded a contract of to dispose of domestic wastewater treatment plant biosolids from the aerobic digesters at the City's four wastewater treatment facility locations and the County Club of Sebring wastewater facility. Sweetwater provides on-site dewatering at the City's waste water treatment plant. We also transfer unstablized biosolids from the Highlands Ridge and Country Club of Sebring to one of the City's wastewater treatment plants for processing. This contract is ongoing.

Municipality/Client:

City of Sebring Utilities
321 North Mango Street
Sebring, FL 33022

Operations Contact:

Mr. Jack Pollard
Wastewater Treatment Plant Superintendent
Phone: 863.471.5114
Email: jackpollard@mysebring.com



Reference #2



Project Highlights:

- ✓ Project Name: Transport of Wastewater Biosolids for Land Application
- ✓ Contract Amount: \$745,000 (Three Years)
- ✓ Date Work Performed: 04/01/11 - Ongoing
- ✓ Number of Hauls/Month: 140 Loads/Month

From 2004 through today, Sweetwater Environmental, Inc. was awarded the contract to execute the hauling, land application, landfilling, or reuse of all liquid domestic wastewater sludge or dewatered domestic cake residuals from the Iron Bridge Regional Water Reclamation Facility and the Water Conserv II Water Reclamation Facility. Sweetwater provides transport for the biosolids from Water Reclamation Facilities and disposal at our land application site.

Throughout the entire project history, Sweetwater performed - hauling as required and bringing the Class B material to an appropriate Class B and Class AA land application site and applied the material in accordance with the permitted processes. Over the course of the complete project Sweetwater Environmental, Inc. can proudly state that we have never received any land application violations.

Municipality/Client:

Water Conserv II/City of Orlando
5420 LB Mcleod Road
Orlando, FL 32811

Operations Contact:

Mr. Keith Jordan
Treatment Plant Operations
Phone: 407.325.5653
Email: keith.jordan@cityoforlando.com

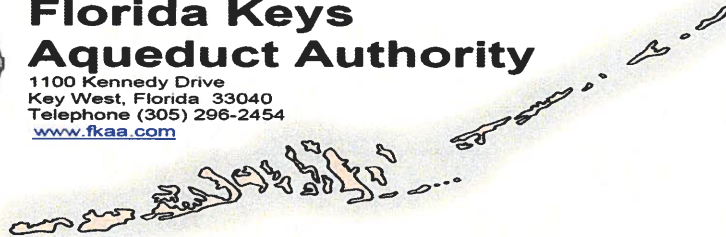


Reference #3



Florida Keys Aqueduct Authority

1100 Kennedy Drive
Key West, Florida 33040
Telephone (305) 296-2454
www.fkaa.com



Project Highlights:

- ✓ **Project Name:** Transfer, Collection, Storage, Treatment, Transportation, Disposal of Sludge/Septic Generated Within Monroe Count
- ✓ **Contract Amount:** \$112,000 (Two Years)
- ✓ **Date Work Performed:** 05/19/04 - Ongoing
- ✓ **Number of Hauls/Month:** 3 Loads/Month

Biosolids Distribution Services, LLC and their companies, have been under contract serving the Florida Keys Aqueduct Authority and Monroe County since 2004. During that time, BDS has with the Fkaa staff to develop solutions to many of the unique challenges of operation in Monroe County. Our current responsibilities include liquid biosolids removal and disposal for routine transfer, transfer and 24 hour emergency call-outs at the wastewater plants and collection systems throughout Monroe County. This contract is ongoing.

Municipality/Client:

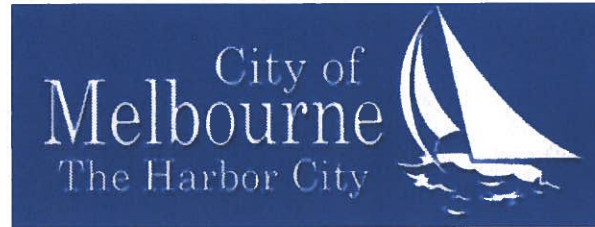
Florida Keys Aqueduct Authority
3375 Overseas Highway
Marathon, FL 33050

Reference Contact:

Mr. Tom Pfeister
Phone: 954.921.3288



Reference #4



Project Highlights:

- ✓ Project Name: Domestic Biosolids Hauling Services
- ✓ Contract Amount: \$102,000 Annually
- ✓ Date Work Performed: 04/29/15 – 4/29/19
- ✓ Number of Hauls/Month: 30 Loads/Month

In April of 2015, Sweetwater Environmental, Inc., was awarded a contract with the City of Melbourne, Florida to remove, transport, and dispose of Class B, lime stabilized, dewatered wastewater sludge from two sites. The approximate volume for the City is 8000 cubic yards annually. The City of Melbourne waste water treatment plant produces Class "B" sludge via lime stabilization as defined in the State of Florida Administrative Code, Chapter 62-640. For this project, Sweetwater supplies additional trailers for the City's lime stabilization processes. The trailers are an integral part of the process as the sludge is necessary to be stored for 24 hours to ensure "Class B" stabilization prior to removal from the plant site. Sweetwater Environmental, Inc. is proud to be part of the City of Melbourne effort to be an environmentally conscious partner. This contract ended on 4/29/19. Sweetwater was not the low bidder on the next contract.

Municipality/Client:

City of Melbourne
900 E. Strawbridge Avenue
Melbourne, FL 32901

Operations Contact:

Mr. Aaron Traylor
Operations Supervisor D.B. Lee WWTP
Phone: 321.216.5797
Email: atraylor@melbourneflorida.org



**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

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

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

By Gregory N. Hatten, CFO

(Print Individual's Name and Title)

for Sweetwater Environmental, Inc

(Print Name of Entity Submitting Sworn Statement)

whose business is 4050 Dundee Road, Winter Haven, FL 33884

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-2128835

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(Signature)

Sworn and subscribed before me this 16th day of September, 2019.

Personally known X


(Notary)

OR produced identification _____

Notary Public State of Florida

(Type of Identification)

My commission expires: 03-07-2022



VENDOR INFORMATION

Vendor is:

☒ Corporation☐ Partnership☐ Sole Proprietorship☐ Other _____ (Explain)Federal Employer Identification Number: 52-2153903Firm Name: Sweetwater Environmental, IncMailing Address: 4050 Dundee Road; Winter Haven, FL 33884Telephone No.: 239-842-6400 Fax No.: 239-237-2174Email Address: ghatten@schwingbioset.com Web Address: www.sweetwaterenvironmental.com

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by:  _____Name & Title Printed: Gregory N. Hatten, CFO

PROPOSAL PRICING FORM
ITB 19-WW-12
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES

Pricing Proposal for Sweetwater Environmental, Inc. "Contractor"

Price for removal, hauling and disposal services per Cubic Yard.

Year 1. \$32.05 per cubic yard

Year 2. \$33.33 per cubic yard

Year 3. \$34.67 per cubic yard

~~Monthly Base Fee to include any ancillary equipment and / or labor to move / bump the container in order to distribute the time within it.~~

Year 1. _____ monthly fee

Year 2. _____ monthly fee

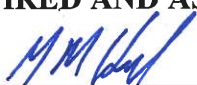
Year 3. _____ monthly fee

Please provide a detailed description of all costs associated with the process:

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.



 Authorized Signature

Gregory N. Hatten, CFO

 Printed Name & Title

Sweetwater Environmental, Inc.

 Company

9-16-2019

 Date

4050 Dundee Road

 Address

Winter Haven, FL 33884

 City, State, Zip Code

239-842-6400

 Telephone No.

ghatten@schwingbioset.com

 Email Address.

Attachment: Sweetwater ITB Submittal for SLUDGE HAULING (2019-R-66 : Approval of Sludge Removal, Hauling and Disposal Services

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Sweetwater Environmental Services, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 4050 Dundee Rd.	Requester's name and address (optional)
	6 City, state, and ZIP code Winter Haven, FL 33884	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
5	8		2	1	5	3	9	0	3

Part II Certification

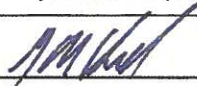
Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**

Signature of
U.S. person ▶



Date ▶

9-16-19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

[Previous On List](#) [Next On List](#) [Return to List](#)

[Entity](#)

[Events](#) [Name History](#)

Detail by Entity Name

Florida Profit Corporation
SWEETWATER ENVIRONMENTAL, INC.

Filing Information

Document Number	P94000033034
FBI/EIN Number	58-2153903
Date Filed	04/29/1994
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	01/16/2003

Principal Address

4050 Dundee Road
Winter Haven, FL 33884

Changed: 03/19/2019

Mailing Address

4050 Dundee Road
Winter Haven, FL 33884

Changed: 03/19/2019

Registered Agent Name & Address

ANDERSON, THOMAS
4050 Dundee Road
Winter Haven, FL 33884

Name Changed: 10/05/2018

Address Changed: 03/19/2019

Officer/Director Detail

Name & Address

Title VP

ANDERSON, DANIEL
4050 Dundee Road
Winter Haven, FL 33884

Title CFO

HATTEN, GREG
4050 Dundee Road
Winter Haven, FL 33884

Title CEO, President

Anderson, Thomas
4050 Dundee Road
Winter Haven, FL 33884

Annual Reports

Report Year	Filed Date
2018	04/28/2018
2018	10/05/2018
2019	03/19/2019

Document Images

03/19/2019 -- ANNUAL REPORT	View image in PDF format
10/05/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
04/28/2018 -- ANNUAL REPORT	View image in PDF format
04/04/2017 -- ANNUAL REPORT	View image in PDF format
08/18/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
05/20/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
03/31/2016 -- ANNUAL REPORT	View image in PDF format
12/15/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
03/30/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
03/24/2015 -- ANNUAL REPORT	View image in PDF format
04/17/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
02/27/2014 -- ANNUAL REPORT	View image in PDF format
05/15/2013 -- ANNUAL REPORT	View image in PDF format
04/25/2012 -- ANNUAL REPORT	View image in PDF format
04/28/2011 -- ANNUAL REPORT	View image in PDF format
05/20/2010 -- ANNUAL REPORT	View image in PDF format
03/25/2010 -- ANNUAL REPORT	View image in PDF format
03/26/2009 -- ANNUAL REPORT	View image in PDF format
02/20/2008 -- ANNUAL REPORT	View image in PDF format
01/08/2007 -- ANNUAL REPORT	View image in PDF format
02/21/2006 -- ANNUAL REPORT	View image in PDF format
04/20/2005 -- ANNUAL REPORT	View image in PDF format
07/18/2004 -- ANNUAL REPORT	View image in PDF format
01/18/2003 -- REINSTATEMENT	View image in PDF format
12/10/2001 -- REINSTATEMENT	View image in PDF format
03/27/2000 -- ANNUAL REPORT	View image in PDF format
04/15/1999 -- ANNUAL REPORT	View image in PDF format
04/23/1998 -- ANNUAL REPORT	View image in PDF format
03/28/1997 -- ANNUAL REPORT	View image in PDF format
03/04/1996 -- ANNUAL REPORT	View image in PDF format
04/26/1995 -- ANNUAL REPORT	View image in PDF format

**ADDENDUM NUMBER 1
RFP 19-WW-12
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 19- WW-12** for the above **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

All proposals are to be delivered before 10:00 a.m., on or before September 17, 2019 to:

City of Holly Hill City Clerk
1065 Ridgewood Avenue Holly Hill, Florida
32117

Number of bid proposals as shown on page 8 is revised as follows: Proposers must submit ~~TWO (2)~~ **FOUR (4)** total copies of the **proposal**, one (1) original **and Three (3) copies** and one (1) electronic copy in PDF format, on an USB flash drive.

Page 10 item 4) Terms and Conditions of contract is updated as follows: The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options that may be exercised **upon agreement by both parties** ~~at the discretion of the City.~~ The City will based any renewal on performance of the company and adherence to the terms and conditions set forth in the ITB documents. ~~The City retains the sole right to determine whether the extension option shall be granted.~~

Insurance Requirements form on page 30 and 31 of the bid, has been updated removing Other Insurance: Errors and Omissions or Professional Malpractice Coverage

Proposal Pricing form shown on the bid page 41 has been updated removing ancillary equipment and/or labor to move/bump container. The updated form is attached to this addendum.

QUESTIONS AND ANSWERS

Q1. Would you mind confirming that only two (2) copies of the bid are to be submitted (one original and one electronic), as reference on page 15, D- Delivery of Bids. I believe that it is only a typo on page 2, requesting (4) originals.

A1. Please provide 1 original with 3 copies along with an electronic copy in pdf format.

Q2. Can you please provide the current pricing for the removal, hauling and disposal services per Cubic Yard?

A2. \$715 per load of 30 cubic yards.

Q3. Can you please provide the current pricing for the Monthly Base Fee to include any ancillary equipment and /or labor to move/ bump container in order to distribute the lime within it?

A3. Proposal pricing form shown on the bid page 41 has been updated to delete ancillary equipment and labor. The update form is attached to this addendum.

Q4. Is it possible to have a site visit?

A4. Yes, you can contact John Dally at (386)248-9463 to scheduled site visit. Visit must occur before 5pm on September 13, 2019

Q5. Item 2 requested a General Liability policy with no limiting endorsements. This is rather broad as nearly all General Liability policies have some sort of limiting endorsements. Also item 5 other insurance indicates errors and omissions or professional malpractice coverage required?

A5. The City requires no limiting endorsements. The Other Insurance requirement for Errors and Omissions or Professional Malpractice Coverage has been removed. See updated insurance requirements form shown on addendum changes.

Q6. Is it mandatory for the contractor to own and operate and biosolids management facility?

A6. No, please see page 6 General Description of Specifications or Scope of Work which states: Contractor shall own and operate a Management Facility if necessary... Disposal at a fully licensed and permitted site as described in item 9) owned by another company is acceptable.

Q7. In the monthly fee for ancillary equipment and labor to move or bump the container in order to distribute the lime? What exactly is included in this item? There are no technical specifications to back up this line item.

A7. Proposal pricing form shown on the bid page 41 has been updated to delete ancillary equipment and labor. The update form is attached to this addendum.

Q8. On p.4 of the specs, 2nd paragraph, it states that the contract may be renewed, upon agreement by both parties, for up to two (2) additional one-year periods. On page 10, Item 4 Terms and Conditions of Contract, it mentions that the two (2) One-year extension options may be exercised at the discretion of the City.....and that the City retains the sole right to determine whether the extension option shall be granted. Do these statements conflict with each other?

A8. Please see updated terms and conditions for page 10 shown above.

Q9. How will the volume of material removed and disposed (both cubic yard and gallons) be determined/measured?

A9. Volume of material removed will be measured in cubic yards by the size of the truck.

Q10. Are the biosolids lime stabilized?

A10. yes

Q11. If the regulations for Class B application change causing increased costs is there a clause to renegotiate or opt out?

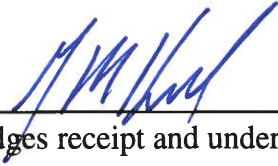
A11. This information is shown on Page 8, Item 3) regulatory requirements item E) states: "Sludge Removal, Hauling and Disposal Services Contractor agrees to bear all responsibility for transportation and land application of Biosolids as required by FAC 62-640 and Federal Biosolids regulations, 40 CFR part 503 and any future updates/amendments to the above mentioned rules and regulations. Sludge Removal, Hauling and Disposal Services Contractor shall assume all costs and responsibilities of hauling permit fees, penalties and fines by regulatory agencies that may be in charge of hauling and/or land applications. "

Q12. Have there been any odor complaints/conditions experienced in the past as a result of biosolids being land applied or retained at the application site? If so, how many and how were they handled/addressed?

A12. There have been no odor complaints.

Q.13 Does the City have the capability to move Contractor's provided trailers while loading or otherwise able to evenly load the trailers?

A13. Yes



Signature acknowledges receipt and understanding of this addendum.

Gregory N. Hatten / CFO

Name/Title

9-16-2019

Date

RFP 19-WW-12 SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES – Addendum No. 1 9/06/2019

Invitation to Bid

NUMBER
ITB #19-WW-12



SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES

Stella Gurnee, Finance Director

LEGAL NOTICE

Notice is hereby given that the City of Holly Hill is accepting Sealed Proposals to provide Sludge Removal, Hauling and Disposal Services for the City of Holly Hill. Proposals will be received until **September 17, 2019 at 10:00 a.m.**, by the City Clerk's Office, City Hall, 1065 Ridgewood Ave., Holly Hill, FL 32117.

ITB# 19-WW-12 "Sludge Removal, Hauling and Disposal Services"

Services to be provided shall include, but not be limited to the following:

Provide specialized disposal and transporting of residual biosolids from the City of Holly Hill's Advanced Wastewater Treatment Facility as needed in accordance with the terms, conditions, and specifications stated herein.

☒ A pre-bid conference is not applicable for this solicitation.

One (4) originals, and one (1) electronic copy on a USB flash drive, of the proposal should be delivered to the City Clerk's Office, City of Holly Hill, 1065 Ridgewood Ave., Holly Hill, FL 32117 in a sealed envelope plainly marked on the outside: **"ITB 19-WW-12 – Sludge Removal, Hauling and Disposal Services."**

All statements shall be made upon the official bid form which may be obtained on the City's E-Procurement site.

City of Holly Hill does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Holly Hill Purchasing website: www.myvendorlink.com, and also posted in the Lobby of City Hall.

Attachment: RFP_19-WW-12_Sludge_Hauling (2019-R-66 : Approval of Sludge Removal, Hauling and Disposal Services 19WW12)

TABLE OF CONTENTS

1) Introduction/Overview	4
A) Purpose/Objective	4
B) Background	4
C) Inquiries	5
D) Method of Source Selection	5
E) Pre-Bid Conference	5
F) Projected Timetable	5
2) General Description of Specifications or Scope of Work	6
3) City's Right to Inspect	10
4) Terms and Conditions of Contract	10
5) General Terms and Conditions	11
A) Licenses	11
B) Principals/Collusion	11
C) Taxes	11
D) Relation of City	11
E) Term Contracts	11
F) Termination	11
G) Liability	12
H) Assignment	12
I) Lobbying	12
J) Single Bid	12
K) Protest Procedures	12
L) Public Entity Crime	12
M) Conflict of Interest	13
N) Prohibition of Gifts to City Employees	13
O) Immigration Reform and Control Act	13
P) Billing Instructions – Awarded Professional Consultants	13
6) Instructions for Bid	14
A) Compliance with the ITB	14
B) Acknowledgment of Insurance Requirements	14
C) Acknowledgment of Bonding Requirements	14
D) Delivery of Bids	15
E) Evaluation of Bids (Procedure)	16
F) Ambiguity, Conflict, or Other Errors in the ITB	16
G) Qualification, Presentation, and Protest Costs	17
H) Acceptance or Rejection of Qualifications	17
I) Requests for Clarification of Qualifications	17
J) Validity of Qualifications	17
K) Response Format	17
L) Qualification Evaluation Committee and Evaluation Factors	20
7) Contract / Agreement and All Required Forms	22
DECLARATION STATEMENT	29
ACKNOWLEDGEMENTS	34

1) Introduction/Overview

A) Purpose/Objective

The City of Holly Hill “CITY” has issued this Invitation to Bid (hereinafter, “**ITB**”) with the sole purpose and intent of obtaining proposals from qualified and licensed firms to provide **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES** in accordance with the specifications stated and/or attached herein/hereto. The firm awarded this contract must meet or exceed all terms, conditions and specifications of the CITY. The successful proposer will hereinafter be referred to as the “Contractor”.

The term of this agreement shall be for a three (3) year period beginning on the date the contract is issued. This contract may be renewed, upon agreement by both parties, for up to two (2) additional one-year periods. All prices quoted shall remain firm for the first three (3) years of this agreement. Also, the City reserves the right to cancel the agreement and/or contract with thirty (30) days written notice for any reason deemed by the City with no right to appeal.

If awarded, a contract to provide these services will be effective on the date contract is approved by the City of Holly Hill, City Commission (herein after, the “Commission”), signed by all required parties and filed with the City Clerk.

The specifications included herein are based on requirements to ensure that the lowest practical cost and highest practical quality of grounds maintenance services are obtained at quality prices using the latest technology. **The City will not honor or consider any price increase, fuel surcharge, or add-on cost during the established performance period.**

Termination or cancellation of the contract will not relieve the bidder of any obligations or any delivers or liabilities entered prior to termination of the contract. The Bidder may cancel the resulting contract with a one hundred and twenty (120) days written notice.

The City will notify the bidder in writing of any deficiencies or defaults in the performance of his/her duties under the Contract.

As is more fully explained in Section “6L” of this **ITB**, an award, if made, will be made to the best overall proposer(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this **ITB**. The City will not use any other factors or criteria in the evaluation of the bids received.

B) Background

The City serves an area of less than 4 square miles with a population of approximately 12,479. The City’s fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Holly Hill’s Comprehensive Annual Financial Report for fiscal year 2017-2018 and in the City’s Annual Budget for fiscal year 2018-2019. Copies of these documents may be requested from the City Clerk via telephone (386)248-9441 or via e-mail from vmanning@hollyhillfl.org . The City of Holly Hill is exempt from any and all state, local and federal taxes.

C) Inquiries

Direct questions related to this **ITB** to Stella Gurnee, Finance Director, in writing to sgurnee@hollyhillfl.org. Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing from sgurnee@hollyhillfl.org. All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on the on Vendor Link (www.myvendorlink.com).

D) Method of Source Selection

The City is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Resolution 2018-R-30 establishing and adopting the City Purchasing Policy. Each Qualification will be reviewed to determine if the proposal is responsive to the **ITB**. Proposals deemed to be non-responsive may be rejected without being evaluated by the Selection Committee appointed by the city manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Commission who will make the final selection(s). A responsive proposal is one which has been signed and submitted by the specified Proposal deadline, and has provided the information required to be submitted with the Proposal. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a Proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. Respondents who fail to comply with the required and/or desired elements of this **ITB** do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E) Pre-Bid Conference

☒ A pre-bid conference is not applicable for this solicitation.

F) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **ITB** process.

Event	Date
Issue ITB Notice	August 21, 2019
Last Date for Receipt of Written Questions	September 4, 2019 – 10:00 am
Addendum Issued (If Applicable)	September 5, 2019
Opening Date	September 17, 2019 – 10:00 am
Evaluation Committee	September 24, 2019 – 2:00 pm
Notice of Recommendation	September 27, 2019
City Commission Hearing Date	October 8, 2019

2) General Description of Specifications or Scope of Work

The City is seeking the services of Sludge Removal, Hauling and Disposal Services to provide specialized disposal and the transporting of residual biosolids to include, but not limited to, to provide all equipment, materials, labor and other specialized services to the City Advanced Wastewater Treatment Facility located at 453 LPGA Boulevard, Holly Hill, Florida 32117. Sludge Hauler shall provide, but not limited to the following services:

The Contractor agrees to provide all equipment, materials, labor and other specialized services to the City for "Biosolids Transportation and Land Application." to haul and land apply the City's Wastewater Treatment Facility Class "B" Residual Biosolids.

- 1) The contractor shall provide for transporting biosolids from the treatment facility (453 LPGA Boulevard, Holly Hill, Florida) to disposal/land application site(s).
- 2) Trucks tractor/trailer or other suitable containers of sufficient capacity shall be provided at the City's facility for loading by City personnel.
- 3) Transporting equipment shall be readily movable by the City personnel to facilitate 365 day a year continuous loading and are subject to City approval.
- 4) Bid price for transporting biosolids shall include all costs, including staging / loading time, licensed drivers, insurance and all applicable permits for over the road hauling.
- 5) The contractor is responsible for transporting biosolids; the contractor agrees that biosolids disposal operation will not be halted due to transportation problems.
- 6) Contractor will have alternative equipment or operations in place to prevent this.
- 7) The contractor provides the transportation; contractor accepts responsibility for the biosolids after the city loads the material into contractor trucks or trailers for transportation to the land application site.
- 8) Contractor agrees to be responsible for any costs that may occur due to contractors not being able to accept biosolids at primary land application site. Contractor will be responsible for all addition costs incurred for alternative disposal.
- 9) Contractor shall own and operate a Management Facility if necessary; haul and land apply municipal biosolids. This Contractor or Facility shall operate under permits from the Florida Department of Environmental Protections (FDEP) as a licensed facility land application contractor of the final biosolids. The City is responsible to meet FDEP requirements. The Sludge Removal, Hauling and Disposal Services Contractor is the responsible party. Florida Statue 62-640.300 permit requirements: *(5) Responsibility for Treatment and Proper Use (b) The Contractor permittee shall be held responsible for management, use, land application violations that occur after its residuals have been accepted by a permitted residuals management facility of the City's wastewater with which the source facility at the City's Wastewater Treatment Facility's permittee has an agreement in accordance with Rule 62-640.880(1) (c), F.A.C., for management, use or land application.*

- 10) Contractor agrees to accept biosolids on a 365 day per year basis, as directed by the City of Holly Hill Wastewater Supervisor. Site delivery schedule may change at various times, when coordinated in advance by the Wastewater Supervisor.
- 11) The potential biosolids production during the period of this agreement will be approximately 190 to 270 dry tons per month. Dewatered biosolids shall range from 40 to 65 percent dry solids by weight, with an average of approximately 50 percent dry solids. A copy of a recent independent laboratory biosolids analysis is included in this specification.
- 12) Contractor and the City agree that biosolids production at the City's facility will vary annually, seasonally and monthly. Therefore, the values for the anticipated biosolids production are to serve only as a summary of past experience with respect to potential biosolids production during the contract period.

A) Contractor's Responsibilities/Requirements

It shall be understood and agreed that a firm submitting a Qualification shall meet the following responsibilities/requirements:

- 1) **Drug-Free Workplace:** In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process.
- 2) **General:**
 - A) Minimum five (5) years' experience in the Sludge Removal, Hauling and Disposal Services and disposal business, specifically hauling wastewater treatment plant sludge.
 - B) Must provide all required licenses, certifications and permits.
 - C) Proof of current insurance to meet the specifications listed in section x of these bid documents.
 - D) Must employ drivers with CDL licenses, licensed to operate in Florida
 - E) Must be able to produce letter or evidence that company is current and able to be provided credit by the receiving landfill.
 - F) The Contractor shall supply at no additional cost to the City of Holly Hill three (3) well maintained and serviced roadworthy thirty (30) yard tandem wheel trailers.
 - i. Two trailers shall will be clean and empty back-up trailers and the other shall be supplied for loading and remain under the filter press loading bay at all

times. The only reason one of these trailers would not be on site is for the purpose of unloading and cleaning.

- G) There shall at all times be at least two trailers on site for the purpose of 365 days a year continuous loading the City's Biosolids residual.
- H) Contractor will own or lease these trailers for the City of Holly Hill to use. All maintenance, insurance and repairs on the trailers will be the sole expense and responsibility of the Sludge Removal, Hauling and Disposal Services Contractor.

3) **Regulatory Requirements**

- A) It is understood that both the CITY and the Sludge Removal, Hauling and Disposal Services Contractor are currently under regulation by the Federal, State and local agencies or regulatory bodies. Both parties agree to abide by any pronouncement, order, regulation, permit, license, restriction, injunction, moratorium or denial of permission to operate imposed or issued by any of said agencies or bodies or by any court of competent jurisdiction.
- B) The City of Holly Hill will comply by local, state and federal regulations for Class "B" residual Biosolids. The Contractor will be required to take responsibility hauling and land application of the City of Holly Hill biosolids when the City loads the Contractor's trailer in the loading bay of the Solids Handling Building. The Contractor shall comply with all requirements with Domestic Wastewater Residuals, Chapter 62-640 of the Florida Administrative Code (F AC 62-640) and Federal Biosolids Regulations, U.S. EPA 40 CFR, Part 503 and any future updates/amendments to the above mentioned rules and regulations as minimum testing for all land application parameters.
- C) The City of Holly Hill will provide analysis as required by local, State, and Federal Regulations for Class "B" residual Biosolids.
- D) Sludge Removal, Hauling and Disposal Services Contractor accepts responsibility for biosolids as defined in F AC 62-640 and U.S. EPA CFR, Part 503. Biosolids provided by the CITY shall meet the chemical criteria for land application as outlined in FAC 62-640 and federal Biosolids Regulations, 40 CFR 503 and any future updates/amendments to the above mentioned rules and regulations.
- E) Sludge Removal, Hauling and Disposal Services Contractor agrees to bear all responsibility for transportation and land application of Biosolids as required by FAC 62-640 and Federal Biosolids regulations, 40 CFR part 503 and any future updates/amendments to the above mentioned rules and regulations. Sludge Removal, Hauling and Disposal Services Contractor shall assume all costs and responsibilities of hauling permit fees, penalties and fines by regulatory agencies that may be in charge of hauling and/or land applications.
- F) Sludge Removal, Hauling and Disposal Services Contractor agrees to provide CITY with land application records with FAC 62-640 and Federal Biosolids regulation, 40 CFR part 503, and any future updates / amendments to the above mentioned rules and

regulations.

- G) Sludge Removal, Hauling and Disposal Services Contractor will make official permit application permit modification for the CITY'S Biosolids within fourteen (14) days of notice to proceed.
- H) The Sludge Removal, Hauling and Disposal Services Contractor shall provide all land application sites, agricultural use plans, regulatory permits and reporting to the regulatory agencies on results of land application and loading of A.U.S. as required by law.

4) **Hauling Operations and Management**

- A) The contractor agrees to respond to all nuisance odor complaints/conditions, which may result from biosolids being land applied or retained at the application site.
- B) Contractor agrees to obtain, and maintain in good standing, all necessary local, regional, State, and Federal permits and licenses required to haul and land apply wastewater biosolids. The Contractor shall be responsible for all permitting of the land application sites.
- C) The Contractor shall prepare and submit in a timely manner all reports required by the staff of the City of Holly Hill Wastewater Treatment Facility, Federal, State, and local regulatory agencies.
- D) Trip/disposal tickets on a form acceptable to the City and Florida Department of Environmental Protection (FDEP) shall establish a change of custody from the City to the Contractor's disposal site and quantities delivered and land applied on permitted approved land use site.
- E) The contractor shall be responsible for all surcharges that may be imposed by the County or State.
- F) The contractor shall hold the City of Holly Hill harmless against all claims, damages, regulatory agency citations, losses and expenses that may arise from the transporting, storage distribution and application in which the City's biosolids are involved.
- G) The Contractor agrees to comply with the City requirements for entering into contracts for services as contained in other documents included in this package, note: (the insurance limits, requirements and coverage's).
- H) Sludge Removal, Hauling and Disposal Services Contractor may temporarily suspend land application operations for environmental consideration if warned by adverse weather, site specific conditions or permit requirements. (Back up weather sites and/or trailers must be available for 365 days of continuous hauling from the City of Holly Hill Wastewater Treatment Facility. Sludge Removal, Hauling and Disposal Services Contractor will be responsible for site storage of any additional trailers).

B) City's Responsibilities

City responsibilities include:

- 1) The City will work with the Contractor to develop a schedule and ensure access to all locations assigned under future work orders.
- 2) The City designates the Wastewater Supervisor of the City Wastewater Treatment Facility as being the representative of the City in all matters regarding biosolids treatment and coordinating biosolids treatment/disposal tickets for each load of disposed biosolids. All biosolids removed from the premises shall be checked by the Wastewater Supervisor or designee(s) who will collect and maintain trip/disposal tickets for each load of disposed biosolids.

3) City's Right to Inspect

Prior to award of bid, the City reserves the right to visit and inspect proposed disposal site(s), plant and access roads, and be provide copies of all permits, agreements and other documentation associated with the use of the site(s) for biosolids treatment and land application disposal.

The City or its authorized Agent shall have the right to inspect the Contractor's files to determine status of work on this project.

4) Terms and Conditions of Contract

The City has developed standard contracts/agreements. The Contractor shall be required to return a signed standard City contract/agreement contained within this **ITB** with your submittal.

A contract/agreement resulting from this **ITB** shall be subject to the terms and conditions set forth in a standard City Contract and any terms and conditions included in this **ITB**. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor with their submittal until approved by Commission.

The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options that may be exercised at the discretion of the City based on performance of the company and adherence to the terms and conditions set forth in the ITB documents. The City retains the sole right to determine whether the extension option shall be granted.

Pricing of hauling and land application may be revised in year four and five upon anniversary date of the contract by 75% of the Southern Region All Items CPI Index. The Contractor shall notice the City of any price increase by April 15 of the preceding fiscal year.

5) General Terms and Conditions

A) Licenses

The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

If required and/or requested, copies of the required licenses must be submitted with the bid response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within the City is also required to have a business tax receipt and certificate of use.

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Community Development Department, (386) 248-9422.

B) Principals/Collusion

By submission of this ITB, the undersigned, as Proposer, does declare that the only person or persons interested in this Bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into; that this Bid is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

C) Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) Relation of City

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

F) Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) Liability

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

H) Assignment

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

I) Lobbying

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification.

Firms and their agents are not to contact members of the City Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal announcement to final Commission approval**, no firm or their agent shall contact any other employee of the City in reference to this Bid, with the exception of the Finance Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

J) Single Bid

Each Proposer must submit, with their bid, the required signed contract/agreement and all forms included in this **ITB**. Only **one** bid from a legal entity as a primary will be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same **ITB**.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same **ITB** nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

K) Protest Procedures

Any appeal or protest to the Request for Bid shall be governed by the City of Holly Hill's Purchasing Policies and Procedures.

L) Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor,

or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

M) Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this ITB document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

N) Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, ITB, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

O) Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

P) Billing Instructions – Awarded Professional Consultants

Invoices, unless otherwise indicated, must show Work Order or Purchase Order numbers and shall be submitted in to the City of Holly Hill, 1065 Ridgewood Ave., Holly Hill, FL 32117. Specific format of the invoice shall be worked out between the City and the consultant prior to the first invoice being submitted. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

Q) Vendor Preference

A local vendor would be interpreted as a bidder, which as of the date of the bid opening, has a valid Business Tax Receipt (BTR) issued by the City of Holly Hill to do business in the City of Holly Hill which authorizes the vendor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Holly Hill from which the vendor operates or performs business. A Post Office Box cannot be used to establish physical address. A local vendor preference of no greater than 5% (Not to exceed \$5,000) of the price submitted by the non-local vendor shall be granted with City Commission approval.

6) Instructions for Bid

A) Compliance with the ITB

Bids must be in strict compliance with this **ITB**. Failure to comply with all provisions of the **ITB** may result in disqualification.

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **ITB**, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

C) Acknowledgment of Bonding Requirements

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

☒ Not Applicable

☐ Bid Bond: Shall be submitted with bid response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or bid bond in a sum equal to 5% of the cost bid. All checks shall be made payable to the City of Holly Hill on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation. The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period

without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

☐ Performance and Payment Bonds: For projects in excess of \$300,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety. All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

D) Delivery of Bids

All bids are to be delivered before 10:00 a.m., local time, on or before September 17, 2019 to:

**City of Holly Hill
City Clerk
1065 Ridgewood Ave.
Holly Hill, Florida 32117**

The City shall not accept bids delivered to the City Clerk past the stated date and/or time indicated, or to an incorrect address by proposer's personnel or by the proposer's outside carrier. However, the City Clerk, or designee, shall reserve the right to accept bids received after the posted close time only under the following condition: The tardy submission of the bid is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.

Proposers must submit TWO (2) total copies of the , one (1) original and one (1) electronic copy in PDF format, on an USB flash drive.

List the Proposal Number on the outside of the box or envelope and note "Invitation to Bid enclosed."

E) Evaluation of Bids (Procedure)

The City's procedure for selecting is as follows:

- 1) The City Manager shall approve an Evaluation Committee to review all Proposals submitted in accordance with Statute. At a minimum there will be one member of the Finance Department as part of the evaluation committee. There shall be a minimum of three members of the committee, but always an odd number.
- 2) Invitation to Bids (**ITB**) issued.
- 3) Subsequent to the closing of Proposals, the Finance Department shall review the Proposals received and verify whether each Proposal appears to be minimally responsive to the requirements of the published **ITB**. Meetings shall be open to the public and the Finance Department shall endeavor to publicly post prior notice of such meeting in the lobby of the City Hall three (3) days in advance of all such meetings, but no less than (1) day in advance.
- 4) The committee members shall review each Proposal individually and score each Proposal based on the evaluation criteria stated herein.
- 5) Prior to the first meeting of the evaluation committee, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.
- 6) The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Proposal to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Finance Department to schedule the top ranked firm(s) for oral presentations/interviews. The City reserves the right to withdraw this **ITB** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Proposals by the City or a submission of a Proposals to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Proposals does not guarantee issuance of any other governmental approvals.

F) Ambiguity, Conflict, or Other Errors in the ITB

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **ITB**, Proposer shall immediately notify the Finance Director, noted herein, of such error in writing and

request modification or clarification of the document. The Finance Director will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **ITB** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **ITB** prior to submitting the Proposals or it shall be waived.

G) Proposals, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Proposals in response to this **ITB**, nor for the presentation of its Proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H) Acceptance or Rejection of Qualifications

The right is reserved by the City to waive any irregularities in any Proposal, to reject any or all Proposals, to re-solicit for Proposals, if desired, and upon recommendation and justification by the City to accept the Proposals which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Proposal which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Proposals of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

I) Requests for Clarification of Proposals

Requests by the Finance Director to a proposer(s) for clarification of Proposal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Proposal.

J) Validity of Proposals

No Proposal can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Proposals.

All Proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

K) Response Format

The Proposals shall be deemed an offer to provide services to the City. In submitting a Proposal, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of Proposals, all Proposals must conform to the guidelines set forth in this **ITB**. Any portions of the Proposals that do not comply with these guidelines

must be so noted and explained the Acceptance of Conditions section of the Proposals. However, any Proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the **ITB**. All copies of the Proposals should be bound and tabbed. The utilization of recycled paper for Proposal submission is strongly encouraged.

The items listed below shall be submitted with each Proposals and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its Proposals.

Title Page:

Title Page shall show the Invitation to Bid's subject, title and Proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the Qualification.

Table of Contents:

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

1) Tab I – Management Summary:

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s), and email(s) of the authorized contact person(s) concerning qualification. Submission of a signed Proposal is certification that the Proposer will accept any awards made to him as a result of said submission of the terms contained therein.

2) Tab II – Corporate Experience and Capacity:

The Proposal should state the size of the firm, the location of the office from which the work on this engagement is to be performed and the number and nature of the staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

- a. A description of the company, including the number of years in business, number of employees, list of equipment owned by the company, and list of vehicles used for transport.
- b. Description of the company as to whether it is a sole proprietorship, partnership, corporation, LLC or Joint-Venture. List all individual owners of ten percent (10 %) or more.

3) Tab III – Customer Listing:

Provide a listing of all previous customers during the past three years for all work of similar size and scope. The services provided to these clients should have characteristics as similar as possible to those requested in this ITB.

Information provided for each clients shall include the following:

- Client name, address, and current telephone number.
- Description of services provided.
- Time period of the project or contract.
- Client's contact reference name and current telephone number.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your Qualification.

The City reserves the right to contact any and all references to obtain, with limitation, ratings for the following performance indicators includes:

- On a scale of 1-10, with 1 being very dissatisfied and ten exceeding your every expectation, how satisfied were you with the contractor's performance?
- What specifically did you like about their approach?
- What do you believe were shortcomings or that they could have done better?
- Did they meet your schedule requirements?
- How were their communications? Were you always kept in the loop?
- How responsive were they in addressing problems?
- How was the quality/experience/personality of their personnel? (
- Would you use this Contractor again?
- Additional comments

A uniform sample of references will be checked for each Proposer. Proposers will be scored on a scale of 1 to 10, with 10 being the highest possible score. This score will also be used in determining the score to be given to the "past performance" evaluation factor for each Qualification.

5) Tab IV – Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the ITB, and to insurance requirements or any other requirements listed in the ITB. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

6) Tab V – Documents

- Professional Certifications/Licenses
- Affiliations and/or memberships

7) Tab VI – Required Form Submittals

Required forms:

- Standard Contract
- Proposers Checklist
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder

- Acknowledgements
- Compliance with Public Records Law
- References Form
- Public Entity Crimes Statement
- Vendor Information
- W9
- Label

8) Tab VII – Price Proposal Form – (The form included in this ITB document must be used)

The proposal should provide the total, all inclusive, maximum fees for this project. The fee should include all direct and indirect costs including out of pocket expenses. If additional work is requested that is outside the Scope of Services of this project, the City of Holly Hill reserves the right to negotiate a fixed fee for such services.

Calculation of points for cost will be completed as described in the following EXAMPLE. Lowest Cost Proposed with a weighted multiplier of 30% of an available 100% total value (30-points):

	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTALPOINTS ASSIGNED
Company #1	\$100,000.00	\$100,000.00	100.0%	30	30.0
Company #2	\$108,000.00	\$100,000.00	92.6%	30	27.78
Company #2	\$120,000.00	\$100,000.00	83.3%	30	24.99

L) Proposal Evaluation Committee and Evaluation Factors

All Proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this ITB, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Proposals received in its evaluation and award process. For evaluation purposes, the term “Responsible” means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

Proposals shall include all of the information solicited in this ITB, and any additional data that the Proposer deems pertinent to the understanding and evaluating of the Proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Proposers submitting the required criteria will have their Proposals evaluated by an evaluation committee and scored for the non-price factors to include technical response, qualifications and experience. Weights for cost will not be assigned by the evaluation committee. Some exceptions may apply depending on the complexity of the project scope of work.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the

City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

Submissions will be evaluated on a total score basis, with a maximum score of one hundred (100) points. The following criteria will be used in the evaluation process to determine the successful respondent(s):

	Maximum Points
Capacity to Perform Work: • Work efficiently and within reasonable time constraints. • The ability to perform necessary work under the contract. • The ability to provide financial stability over the term of the contract.	25
Professional Proposals: • Including specialized experience and technical competence, necessary to satisfactory performance of the required services as described in the Scope of Work.	25
Price	30
Compliance and acceptance of terms of this ITB	20
Total Points	100

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Agent to schedule the top ranked firm(s) for oral presentations/interviews.

Drug-Free Workplace: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at "no cost" to the City of Holly Hill, these services should be identified and included in the request response.

Tie Breaker: In the event of a tie (with each business certifying that it is a Drug-Free Workplace), both in individual scoring and in final ranking, the firm with the lowest volume of work on City projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the City's option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither vendor has performed in work in the last five years, the preference will be given to the Proposer within the city limits or principal office closest to City Hall.

7) Contract / Agreement and All Required Forms

Required forms:

- Standard Contract
- Proposers Checklist
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder
- Public Entity Crimes Statement
- Compliance with Public Records Law
- References Form
- Vendor Information
- W9
- Proposal Pricing Form

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Qualification.

Proposer should check off each of the following items as the necessary action is completed:

- ☐ The standard contract / agreement has been signed and included.
- ☐ All applicable forms have been signed and included
- ☐ All information as requested in the Proposer's Qualification Form is included.
- ☐ Any addenda have been signed and included.
- ☐ The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

- ☐ The **mailing envelope must be sealed and marked** with Qualification Number "ITB 19-WW-12", Proposal Title "SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES" and September 17, 2019 "@ 10:00 am".
- ☐ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE ITB NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Attachment: RFP 19-WW-12 Sludge Hauling (2019-R-66 : Approval of Sludge Removal, Hauling and Disposal Services 19WW12)

**PROFESSIONAL SERVICES AGREEMENT
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES
Invitation to Bid (ITB) #19-WW-12**

THIS AGREEMENT is made and entered into this _____ day of October, 2019, by and between _____, duly authorized to conduct business in the State of Florida and whose address is _____, hereinafter, called “CONTRACTOR” and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called “CITY”.

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Invitation to Bid (ITB #19-WW-12), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties’ Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options. Renewal options may be exercised at the discretion of the City based on performance of the company and adherence to the terms and conditions set forth in the ITB documents. The City retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR’s estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. “Reimbursable Expenses” means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City’s Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Contractor:

_____, _____ (Name, Title)
_____. (Company)
_____ (Address)
_____ (City, State, Zip)
_____ (Phone)

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 8. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: _____

WITNESSES:

FIRMS

By: _____

_____, _____

Dated: _____

Attachments: A. ITB #19-WW-12

B. Firm Response to ITB

Approved by the City Commission of the City of
Holly Hill at a meeting held on this _____
day of _____, 2019 under
Agenda Item No. _____.

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

State of _____)
City of _____)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____, by _____, who is personally known to me to be the _____ for the Firm, OR who produced the following identification: _____.

Notary Public

My Commission Expires: _____

Attachment: RFP 19-WW-12 Sludge Hauling (2019-R-66 : Approval of Sludge Removal, Hauling and Disposal Services 19WW12)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

<u>% Completed</u>	<u>Project</u>	<u>Contract Amount</u>
		\$ _____
		\$ _____
		\$ _____

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? ☐ Yes ☐ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

☐ Yes ☐ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$_____ **Total Fees for work done on all City projects**

Attachment: RFP 19-WW-12 Sludge Hauling (2019-R-66 : Approval of Sludge Removal, Hauling and Disposal Services 19WW12)

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☐ Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Company_____
Address_____
Authorized Signature_____
City, State, Zip Code_____
Printed Name & Title_____
Telephone No._____
Email_____
Fax No.

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: ITB NO. 19-WW-12 - "SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **ITB# 19-WW-12**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this ____ day of _____, 20__ in the City of _____, in the State of _____.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Attachment: RFP 19-WW-12 Sludge Hauling (2019-R-66 : Approval of Sludge Removal, Hauling and Disposal Services 19WW12)

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

- | | |
|--|--|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida
Statutes, Chapter 440 and all
Federal Government Statutory Limits and
Requirements. |
| ☒ 2. Commercial General Liability
(Occurrence Form) patterned
after the current I.S.O form
with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

<u>\$1,000,000</u> single limit per
occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |
- This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.
- | | |
|--|---|
| ☒ 4. Automobile Liability | <u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☒ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per Occurrence |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 8. The City of Holly Hill must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |

Attachment: RFP 19-WW-12 Sludge Hauling (2019-R-66 : Approval of Sludge Removal, Hauling and Disposal Services 19WW12)

INSURANCE REQUIREMENTS

(Continued)

- ☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.

- ☒ 11. The Certificate must state the **ITB Number 19-WW12 and SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES.**

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **ITB**.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer's Agent

Attachment: RFP 19-WW-12 Sludge Hauling (2019-R-66 : Approval of Sludge Removal, Hauling and Disposal Services 19WW12)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☐ YES
☐ NO

 Company

 Address

 Authorized Signature

 City, State, Zip Code

 Printed Name & Title

 Telephone No.

 Email

 Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

He/she is _____ of _____, Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Qualification and of all pertinent circumstances respecting such Qualification;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Company_____
Address_____
Authorized Signature_____
City, State, Zip Code_____
Printed Name & Title_____
Telephone No._____
Email_____
Fax No.

Subscribed and sworn to before me this _____ day of _____, 20__.

Title

My Commission Expires: _____

Attachment: RFP 19-WW-12 Sludge Hauling (2019-R-66 : Approval of Sludge Removal, Hauling and Disposal Services 19WW12)

ACKNOWLEDGEMENTS
ITB # 19-WW12 Sludge Removal, Hauling and Disposal Services

To: City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

From : Insert Information "Contractor"

The Contractor agrees to provide **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES** as defined in this Invitation to Bids document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Contractor has carefully examined the ITB requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES** called for by the ITB documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Invitation to Bids submittals and guarantees the future related proposals for a period not to exceed one hundred twenty (120) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the ITB.

Upon award of this ITB, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the ITB Documents.

The ITB Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Contractor, by signing these ITB Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this ITB Document.

Contractor shall guarantee **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES** within _____ calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this _____ day of _____, _____
(Month) (Year)

Attachment: RFP 19-WW-12 Sludge Hauling (2019-R-66 : Approval of Sludge Removal, Hauling and Disposal Services 19WW12)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: () **Fax:** ()

Taxpayer Identification Number (TIN): _____

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address:

Telephone: () **Fax:** ()

Taxpayer Identification Number (TIN/EIN):

State Under Which Corporation Was Chartered:

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ **Date:** _____

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Attachment: RFP_19-WW-12_Sludge_Hauling (2019-R-66 : Approval of Sludge Removal, Hauling and Disposal Services 19WW12)

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Valerie Manning, City Clerk

386-248-9441

vmanning@hollyhillfl.org

1065 Ridgewood Ave

Holly Hill, FL 32117

A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. 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 and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Project Number: **ITB # 19-WW-12**

Date: _____

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: _____
 Address: _____
 Point of Contact: _____
 Phone #: _____ Email address: _____
 Service(s) Provided: _____

 Dates of Service: _____
2. Name of Company: _____
 Address: _____
 Point of Contact: _____
 Phone #: _____ Email address: _____
 Service(s) Provided: _____

 Dates of Service: _____
3. Name of Company: _____
 Address: _____
 Point of Contact: _____
 Phone #: _____ Email address: _____
 Service(s) Provided: _____

 Dates of Service: _____
4. Name of Company: _____
 Address: _____
 Point of Contact: _____
 Phone #: _____ Email address: _____
 Service(s) Provided: _____

 Dates of Service: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

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

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by _____

(Print Individual's Name and Title)

for _____

(Print Name of Entity Submitting Sworn Statement)

whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn and subscribed before me this _____ day of _____, 2019.

Personally known _____

(Notary)

OR produced identification _____

Notary Public State of _____

(Type of Identification)

My commission expires: _____

VENDOR INFORMATION

Vendor is:

- ☐ Corporation
☐ Partnership
☐ Sole Proprietorship
☐ Other _____ (Explain)

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ Web Address: _____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: _____

PROPOSAL PRICING FORM
ITB 19-WW-12
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES

Pricing Proposal for _____ “Contractor”

Price for removal, hauling and disposal services per Cubic Yard.

Year 1. _____ per cubic yard

Year 2. _____ per cubic yard

Year 3. _____ per cubic yard

Monthly Base Fee to include any ancillary equipment and / or labor to move / bump the container in order to distribute the time within it.

Year 1. _____ monthly fee

Year 2. _____ monthly fee

Year 3. _____ monthly fee

Please provide a detailed description of all costs associated with the process:

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

Authorized Signature

Address

Printed Name & Title

City, State, Zip Code

Company

Telephone No.

Date

Email Address.

Attachment: RFP 19-WW-12 Sludge Hauling (2019-R-66 : Approval of Sludge Removal, Hauling and Disposal Services 19WW12)

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
--	---	---

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Exempt payee ☐ Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Cut and use this label for Proposal Package

CITY OF HOLLY HILL
CITY CLERK
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117

ITB # 19-WW-12

Sludge Removal, Hauling and Disposal Services

OPENING DATE/TIME:
September 17, 2019
by 10:00 a.m.

Attachment: RFP_19-WW-12_Sludge_Hauling (2019-R-66 : Approval of Sludge Removal, Hauling and Disposal Services 19WW12)

PROPOSAL PRICING FORM
ITB 19-WW-12
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES

Pricing Proposal for _____ “Contractor”

Price for removal, hauling and disposal services per Cubic Yard.

Year 1. _____ per cubic yard

Year 2. _____ per cubic yard

Year 3. _____ per cubic yard

~~Monthly Base Fee to include any ancillary equipment and / or labor to move / bump the container in order to distribute the time within it.~~

~~Year 1. _____ monthly fee~~

~~Year 2. _____ monthly fee~~

~~Year 3. _____ monthly fee~~

Please provide a detailed description of all costs associated with the process:

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

Authorized Signature

Address

Printed Name & Title

City, State, Zip Code

Company

Telephone No.

Date

Email Address.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

- | | |
|--|--|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida
Statutes, Chapter 440 and all
Federal Government Statutory Limits and
Requirements. |
| ☒ 2. Commercial General Liability
(Occurrence Form) patterned
after the current I.S.O form
with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

<u>\$1,000,000</u> single limit per
occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |
- This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.
- | | |
|--|---|
| ☒ 4. Automobile Liability | <u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☐ 5. Other Insurance as indicated below: | \$ 1,000,000 Per Occurrence |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 8. The City of Holly Hill must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |

INSURANCE REQUIREMENTS

(Continued)

- ☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.

- ☒ 11. The Certificate must state the **ITB** Number **19-WW12** and **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES**.

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **ITB**.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer's Agent

**ADDENDUM NUMBER 1
RFP 19-WW-12
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 19- WW-12** for the above **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

All proposals are to be delivered before 10:00 a.m., on or before September 17, 2019 to:

City of Holly Hill City Clerk
1065 Ridgewood Avenue Holly Hill, Florida
32117

Number of bid proposals as shown on page 8 is revised as follows: Proposers must submit ~~TWO (2)~~ **FOUR (4)** total copies of the **proposal**, one (1) original **and Three (3) copies** and one (1) electronic copy in PDF format, on an USB flash drive.

Page 10 item 4) Terms and Conditions of contract is updated as follows: The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options that may be exercised **upon agreement by both parties** ~~at the discretion of the City.~~ The City will based any renewal on performance of the company and adherence to the terms and conditions set forth in the ITB documents. ~~The City retains the sole right to determine whether the extension option shall be granted.~~

Insurance Requirements form on page 30 and 31 of the bid, has been updated removing Other Insurance: Errors and Omissions or Professional Malpractice Coverage

Proposal Pricing form shown on the bid page 41 has been updated removing ancillary equipment and/or labor to move/bump container. The updated form is attached to this addendum.

QUESTIONS AND ANSWERS

Q1. Would you mind confirming that only two (2) copies of the bid are to be submitted (one original and one electronic), as reference on page 15, D- Delivery of Bids. I believe that it is only a typo on page 2, requesting (4) originals.

A1. Please provide 1 original with 3 copies along with an electronic copy in pdf format.

Q2. Can you please provide the current pricing for the removal, hauling and disposal services per Cubic Yard?

A2. \$715 per load of 30 cubic yards.

Q3. Can you please provide the current pricing for the Monthly Base Fee to include any ancillary equipment and /or labor to move/ bump container in order to distribute the lime within it?

A3. Proposal pricing form shown on the bid page 41 has been updated to delete ancillary equipment and labor. The update form is attached to this addendum.

Q4. Is it possible to have a site visit?

A4. Yes, you can contact John Dally at (386)248-9463 to scheduled site visit. Visit must occur before 5pm on September 13, 2019

Q5. Item 2 requested a General Liability policy with no limiting endorsements. This is rather broad as nearly all General Liability policies have some sort of limiting endorsements. Also item 5 other insurance indicates errors and omissions or professional malpractice coverage required?

A5. The City requires no limiting endorsements. The Other Insurance requirement for Errors and Omissions or Professional Malpractice Coverage has been removed. See updated insurance requirements form shown on addendum changes.

Q6. Is it mandatory for the contractor to own and operate and biosolids management facility?

A6. No, please see page 6 General Description of Specifications or Scope of Work which states: Contractor shall own and operate a Management Facility if necessary... Disposal at a fully licensed and permitted site as described in item 9) owned by another company is acceptable.

Q7. In the monthly fee for ancillary equipment and labor to move or bump the container in order to distribute the lime? What exactly is included in this item? There are no technical specifications to back up this line item.

A7. Proposal pricing form shown on the bid page 41 has been updated to delete ancillary equipment and labor. The update form is attached to this addendum.

Q8. On p.4 of the specs, 2nd paragraph, it states that the contract may be renewed, upon agreement by both parties, for up to two (2) additional one-year periods. On page 10, Item 4 Terms and Conditions of Contract, it mentions that the two (2) One-year extension options may be exercised at the discretion of the City.....and that the City retains the sole right to determine whether the extension option shall be granted. Do these statements conflict with each other?

A8. Please see updated terms and conditions for page 10 shown above.

Q9. How will the volume of material removed and disposed (both cubic yard and gallons) be determined/measured?

A9. Volume of material removed will be measured in cubic yards by the size of the truck.

Q10. Are the biosolids lime stabilized?

A10. yes

Q11. If the regulations for Class B application change causing increased costs is there a clause to renegotiate or opt out?

A11. This information is shown on Page 8, Item 3) regulatory requirements item E) states: "Sludge Removal, Hauling and Disposal Services Contractor agrees to bear all responsibility for transportation and land application of Biosolids as required by FAC 62-640 and Federal Biosolids regulations, 40 CFR part 503 and any future updates/amendments to the above mentioned rules and regulations. Sludge Removal, Hauling and Disposal Services Contractor shall assume all costs and responsibilities of hauling permit fees, penalties and fines by regulatory agencies that may be in charge of hauling and/or land applications. "

Q12. Have there been any odor complaints/conditions experienced in the past as a result of biosolids being land applied or retained at the application site? If so, how many and how were they handled/addressed?

A12. There have been no odor complaints.

Q.13 Does the City have the capability to move Contractor's provided trailers while loading or otherwise able to evenly load the trailers?

A13. Yes

Signature acknowledges receipt and understanding of this addendum.

Name/Title

Date

RFP 19-WW-12 SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES – Addendum No. 1 9/06/2019

Attachment: RFP 19-WW-12 Addendum No 1 (2019-R-66 : Approval of Sludge Removal, Hauling and Disposal Services 19WW12)

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

- | | |
|--|--|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida
Statutes, Chapter 440 and all
Federal Government Statutory Limits and
Requirements. |
| ☒ 2. Commercial General Liability
(Occurrence Form) patterned
after the current I.S.O form
with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

<u>\$1,000,000</u> single limit per
occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |
| This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill. | |
| ☒ 4. Automobile Liability | <u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☐ 5. Other Insurance as indicated below: | \$ 1,000,000 Per Occurrence |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 8. The City of Holly Hill must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |

INSURANCE REQUIREMENTS

(Continued)

- ☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.

- ☒ 11. The Certificate must state the **ITB** Number **19-WW12** and **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES**.

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **ITB**.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer's Agent

Attachment: RFP 19-WW-12 Addendum No 1 (2019-R-66 : Approval of Sludge Removal, Hauling and Disposal Services 19WW12)

PROPOSAL PRICING FORM
ITB 19-WW-12
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES

Pricing Proposal for _____ “Contractor”

Price for removal, hauling and disposal services per Cubic Yard.

Year 1. _____ per cubic yard

Year 2. _____ per cubic yard

Year 3. _____ per cubic yard

~~Monthly Base Fee to include any ancillary equipment and / or labor to move / bump the container in order to distribute the time within it.~~

~~Year 1. _____ monthly fee~~

~~Year 2. _____ monthly fee~~

~~Year 3. _____ monthly fee~~

Please provide a detailed description of all costs associated with the process:

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

Authorized Signature

Address

Printed Name & Title

City, State, Zip Code

Company

Telephone No.

Date

Email Address.

Attachment: RFP 19-WW-12 Addendum No 1 (2019-R-66 : Approval of Sludge Removal, Hauling and Disposal Services 19WW12)



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: October 8, 2019
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Professional Services for the Project Lift Station #9 Rehabilitation Not to Exceed \$45,496.00; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2019-R-67
APPLICANT:
PLANNER:

DISCUSSION:

During an evaluation of the City's lift stations it was determined that Lift Station #9, located at 1601 Riverside Drive, is in need of refurbishing. This lift station improvement project was proposed due to the age (over 50 years), the condition of the lift station, and its location adjacent to the river. A complete upgrade including the pumps, rails, piping, electrical, and control equipment are to be installed. The proposed refurbishing is consistent with the need to upgrade facilities to reach full compliance with the Department of Environmental Protection standards and protect health, safety and welfare of our citizens. This lift station is located within the eligible improvement area of the Community Development Block Grant (CDBG) and was approved by the City Commission as the City's FY 2019-2020 project.

This scope of services from Mead and Hunt, Inc., includes the design, permitting, bidding services, construction administration, and inspection services required to completely rehabilitate Lift Station #9. The design engineering services include data collection, preliminary design, final design, preparation of specifications, permitting, and completion of bidding. Construction services include contract administration, inspection, preparation of record drawings, and certification of project completion to permitting agencies.

FISCAL ANALYSIS:

The City entered into a Continuing Services Contract with Mead & Hunt (formerly Quentin L. Hampton) in December 2015. The initial term of this contract is five (5) years.

Funding for this project has been included in Fiscal Year budget 2019/2020. The Project Code is 20WW02. \$45,496.00 for this engineering design has been budgeted in account number 407-8110-580.63-00.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services to facilitate the improvements to Lift Station #9.

COMMISSION GOALS:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT LIFT STATION #9 REHABILITATION NOT TO EXCEED \$45,496.00.

ATTACHMENTS:

- Lift Station #9 Rehab. Design Proposal - Update 8.20.19 (PDF)
- Engineering Services Agreement - Mead & Hunt, Inc. Merged with QLH 2017 (PDF)

Resolution No. 2019-67

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT LIFT STATION #9 REHABILITATION NOT TO EXCEED \$45,496.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT LIFT STATION #9 (20WW02) REHABILITATION NOT TO EXCEED \$45,496.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill approved the proposed capital project as part of the fiscal year 2019-20 budget; and

WHEREAS, the City has a continuing services agreement with and has received a proposal from Mead and Hunt, Inc., to perform the engineering services for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services for the project Lift Station #9 Rehabilitation not to exceed \$45,496.00.

SECTION 2. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of OCTOBER, 2019.



August 22, 2019

Walt Smyser
Public Works Deputy Director
City of Holly Hill
453 LPGA Boulevard
Holly Hill, FL 32117

Email: wsmyser@hollyhillfl.org
Hard Copy Mailed Only on Request

**RE: CITY OF HOLLY HILL
LIFT STATION #9 REHABILITATION
SCOPE OF SERVICES AND FEE ESTIMATE**

Dear Walt:

Mead & Hunt is pleased to provide this engineering scope of services and fee estimate for the above referenced project. The attached scope of services addresses the work activities we understand to be required. The scope includes design, permitting, bidding services, construction administration, and construction observation.

The attached scope of services is in conformance with our professional services agreement. We look forward to the opportunity to serve the City of Holly Hill on this and future projects. If you have any questions or comments, please contact our office.

Sincerely,

Andrew M. Giannini, P.E.
Associate/Senior Project Manager

Brad T. Blais, P.E.
Vice President/Market Leader

AMG/BTB:bf

Attachments: Attachment 'A' - Scope of Services
Attachment 'B' - Manhour and Fee Estimate

ATTACHMENT 'A'
CITY OF HOLLY HILL
LIFT STATION #9 REHABILITATION
SCOPE OF SERVICES AND FEE ESTIMATE

The City of Holly Hill (CITY) and Mead & Hunt (MEAD & HUNT) entered into a Master Services Agreement for Engineering Services dated effective December 4, 2015 is referred to herein as the Contract.

GENERAL

This scope of services provided to the CITY includes the design, permitting, bidding services, construction administration, and construction observation required to completely rehabilitate Lift Station #9.

The design engineering services include data collection, preliminary design, final design, preparation of specifications, permitting, and completion of bidding.

Construction services include contract administration, inspection, preparation of record drawings, and certification of project completion to permitting agencies.

BASIS OF DESIGN

The rehabilitation of this lift station is required due to its age and condition. Upgrades will convert the lift station from a can style to submersible pumps including removal of the existing hardware and the installation of new submersible pumps, rails, pipes, and controls. MEAD & HUNT will be responsible for complete design plans, permits with regulatory agencies, and preparation of plans and bid documents to accomplish this work.

PHASE 1 – DESIGN & PERMITTING

During the design and permitting phase, MEAD & HUNT will complete the following work:

- Collection of field information to supplement surveys.
- Coordination of utility locates. The survey for Flomich-Riverside Drive Drainage Improvements will be utilized for this project.
- Preparation of design plans. Minimum plan requirements include civil drawings, which accurately depict existing features and proposed improvements. Drawings shall include plan sheets, and detail drawings, as required.
- Lettering size of plans shall be suitable for one-half size reduced drawings.

- Preparation of Contract Documents is defined as general conditions of the construction contract and include, but are not limited to, the Drawings, Specifications, and front-end documents (Bid, Agreement, General Conditions, Supplementary Conditions, and Post Bid Documentation).
- A minimum of two (2) review meetings with CITY Staff (one at 60% design and 90% design completion).
- Submittal of two (2) sets of plans and specifications to the CITY for review and comment at each of the above design meetings.
- Submittal of an Engineer's preliminary opinion of cost shall be at 90% design submittal. Costs estimated will be itemized with unit costs indicated as appropriate.
- Incorporation of the CITY Staff review comments in the Contract Documents.
- Furnish two (2) sets and one (1) electronic copy of the contract documents to the CITY for staff use during construction.
- At completion of the project, MEAD & HUNT will supply one (1) electronic copy of as-builts.
- Preparation and submittal of permit applications at the 90% stage including FDEP Wastewater Collection System permit and respond to reasonable requests for additional information required from the permitting agencies.
- Submittal of completion certifications, prepare a comprehensive set of (as-built) record drawings and requests for clearances from the permitting agencies upon completion of construction.

PHASE 2 - BIDDING ASSISTANCE

During the bidding assistance phase, MEAD & HUNT will complete the following:

- Provide advertisement for bids to the CITY staff for publishing in the legal newspaper by the CITY.
- Prior to advertising, provide the CITY with a current opinion of cost in writing.
- Provide one (1) electronic copy of contract documents (including drawings) to the CITY's purchasing coordinator.
- Clarify plans and specifications based on requests for information and prepare and distribute addenda.
- Conduct a pre-bid meeting. Prepare minutes of the meeting and distribute to all attendees and plan holders.
- Attend the bid opening and collect a copy of each bid submitted.
- Review and check the bids and prepare a detailed bid tabulation.
- Contact the lowest responsive bidder and obtain references, if not familiar to MEAD & HUNT.
- Prepare an award recommendation letter.
- After bid is awarded by the CITY Commission, prepare a construction contract, (five sets required) and mail the contracts to the Contractor. The Contractor is to return the construction contracts to MEAD & HUNT for review of the contract, insurance certificates and bonds. Provide an electronic copy of the construction plans to the CITY.

PHASE 3 - CONSTRUCTION ADMINISTRATION

During the construction administration phase, MEAD & HUNT will complete the following:

- Schedule and preside over the preconstruction conference. Prepare minutes of the preconstruction conference and distribute the minutes to all who attend.
- Log, process and review shop drawings and material certificates. Distribute reviewed shop drawings to the Contractor and the City.
- Provide assistance on an as needed basis for significant conflict resolutions.
- Address Contractor questions/RFI's
- Schedule and attend monthly progress meetings. Prepare minutes of each progress meeting and distribute the minutes to all who attend.
- Review and recommendation of approval of Contractor monthly pay requests.
- Review and recommendation of approval of Contractor change order proposals.
- Attend startup of the lift station. Document startup date and conformance with specification requirements.
- Determine and attend the substantial completion inspection.
- Determine and attend the final completion inspection.
- Review of Contractor final as-builts.
- Prepare construction record drawings utilizing Contractor as-builts and inspector sketches, etc. Furnish City with an electronic copy of record drawings using AutoCAD format.
- Coordinate execution of final paperwork.
- Provide Certificate of Completion to permitting agencies.

PHASE 4 - CONSTRUCTION OBSERVATION

During the construction observation phase, MEAD & HUNT will complete the following:

- Verify conformance with construction contract, general and special conditions, construction drawings, technical specifications and jurisdictional requirements by contractor via a Resident Project Representative (RPR)
- Document the construction activity by RPR utilizing written, electronic and photographic documentation
- Coordinate the resolution of construction activity complaints from public, property owners, business owner and other affected parties
- Provide Client daily reports of construction activity
- Address up to five (5) Requests for Information (RFIs) from contractor
- Issue up to five (5) field directives to contractor in response to RFIs and field observations
- Review contractor prepared temporary traffic control plans and verify conformance with DOT and Client standards

Walt Smyser
August 22, 2019
Page 4

- Witness field tests of construction conducted by contractor and contractor subcontracted testing laboratory
- Review and approve monthly progress invoices from contractor and forward to Client for approval and payment
- Review contractor prepared progress as-builts
- Verify completion of punch list work and substantiate final completion with notification to all interested parties

PROPOSED FEES

MEAD & HUNT shall complete the above services for a total price of **\$45,496**. All fees except for RPR effort shall be lump sum. RPR time will be billed at an hourly rate for actual hours expended. It is estimated the project will require 100 hours of inspection time or an average of 20 hours per week for five (5) weeks. MEAD & HUNT reserves the right to request additional fees if inspection hours are depleted due to circumstances beyond our control.

Phase 1 - Design & Permitting	\$19,784	Lump Sum
Phase 2 – Bidding Assistance	\$6,168	Lump Sum
Phase 3 - Construction Administration	\$9,944	Lump Sum
Phase 4 – Construction Observation	\$8,600	Time & Expense
Reimbursables	<u>\$1,000</u>	Allowance
TOTAL	\$45,496	

EXCLUSIONS

This scope of services does not include any wetland permitting, or hazardous material assistance.

Mead & Hunt, Inc.

City of Holly Hill, Florida



Brad T. Blais, P.E.

Vice President/Market Leader

August 22, 2019

Date

Date

“PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC., MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.”

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S (MEAD & HUNT, INC.’s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF HOLLY HILL, 1065 RIDGEWOOD AVENUE, HOLLY HILL, FL 32117, City Clerk, Valerie Manning, (386) 248-9441, vmanning@hollyhillfl.org.



CITY OF HOLLY HILL
LIFT STATION #9 REHABILITATION
ESTIMATED MANHOUR SCHEDULE
PREPARED ON AUGUST 21, 2019

Phase Reference	Description	Principal (hours)	Project Manager (hours)	Technician II (hours)	CADD Technicians (hours)	Resident Project Representative (RPR) (hours)	Administrative Assistant (hours)	Allowances & Reimbursables	Total Task (\$)
	Hourly Rate	\$172.00	\$150.00	\$105.00	\$86.00	\$86.00	\$70.00	See Below	See Below
1	Design & Permitting, incl. electrical	16	48	24	72	0	16	0	\$ 19,784.00
2	Bidding	4	16	16	0	0	20	0	\$ 6,168.00
3	Construction Administration	12	30	8	10	0	24	0	\$ 9,944.00
4	Construction Observation	0	0	0	0	100	0	0	\$ 8,600.00
	Reimbursables	0	0	0	0	0	0	\$ 1,000.00	\$ 1,000.00
	TOTAL ALL TASKS	32	94	48	82	100	60	\$ 1,000.00	\$ 45,496.00



Quentin L. Hampton Associates
Civil and Environmental Engineers
A Mead & Hunt Company

July 10th, 2017

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

RE: Services Agreement for General **Engineering Services** with Quentin L. Hampton Associates, Inc.

CONTRACT ASSIGNMENT

WHEREAS, Mead & Hunt, Inc. (Mead & Hunt) has merged with Quentin L. Hampton, Associates, Inc. (QLH) and has retained employees of QLH as of June 30, 2017;

WHEREAS, The City of Holly Hill and QLH has entered into an (Agreement) for engineering services dated December 4th, 2015; and

WHEREAS, QLH wishes to assign its duties under the Agreement by written consent from The City of Holly Hill; to Mead & Hunt; and

NOW, THEREFORE, effective June 30, 2017 all rights, title and interest in the Agreement between The City of Holly Hill and QLH is hereby assigned and transferred to Mead & Hunt. Mead & Hunt accepts said assignment and agrees to perform the remaining obligations of QLH under the Agreement with the retained employees of QLH. Mead & Hunt shall be entitled to all monies remaining to be paid under the Agreement, which right is also assigned hereunder. All other terms and conditions shall remain in full force and effect.

This Agreement supersedes all previous negotiations, commitments, or any other Agreement with respect to the matter hereof.

Approved:

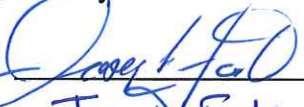
Approved:

Accepted:

City of Holly Hill

Quentin L. Hampton Associates, Inc.

Mead & Hunt, Inc.

By: 

By: 

By: 

Name: Joseph Forte

Name: BRAD BLAIS

Name: Andrew J. Platz

Title: City Manager

Title: PRESIDENT

Title: President

The above person is authorized to sign for
Client and bind the Client to the terms
hereof.

Date: 8/23/17

Date: 7/6/17

Date: 8/23/17



Quentin L. Hampton Associates
Civil and Environmental Engineers
A Mead & Hunt Company

July 10th, 2017

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

RE: Transferring of Contract and associated projects from QLH to Mead & Hunt, Inc.

Dear Mr. Forte,

We are pleased to announce that Quentin L. Hampton, Associates, Inc. (QLH) has merged with Mead & Hunt, Inc. (Mead & Hunt) as of June 30, 2017. This merger will increase the service offerings and capabilities available to our clients, but will not change the personnel assigned to your projects or affect the personalized service you have come to expect from QLH. All QLH employees have been retained and their roles and terms of service have not changed. We are requesting to exercise the assignment terms of the current engineering services contract(s), as written.

Mead & Hunt, an employee-owned corporation, provides professional services in architecture, engineering, planning, and historic preservation to diverse markets including dams and hydropower, food and beverage processing, military, municipal infrastructure, renewable energy, transportation (aviation, highways and bridges) and water resources throughout the United States. Founded in 1900, the firm employs about 600 employees from more than 30 offices located across the nation.

Please find enclosed two Contract Assignments for your signature. Please sign and return in the self-addressed stamped envelope and keep one for your records. If you have any questions regarding the Contract Assignment, please call Dawn Zanto at (608) 273-6380.

Thank you for your immediate attention in this matter.

Sincerely,

A blue ink signature of Brad T. Blais, consisting of stylized, overlapping loops and strokes.

Brad T. Blais, P.E.

Enclosure: Contract Assignment

SECTION 6
Services Agreement

CITY OF HOLLY HILL
SERVICES AGREEMENT FOR
GENERAL ENGINEERING SERVICES
With **QUENTIN L. HAMPTON ASSOCIATES, INC.**
(REQUEST FOR QUALIFICATION RFQ-ENG-15-01)

THIS AGREEMENT is made and entered into this 4TH day of DEC, 2015, by and between <<consultant>>, a Florida corporation authorized to do business in the State of Florida, with its principal place of business at <<consultant address>>, hereinafter referred to as the CONSULTANT whose Federal I.D. number is 59-1221261, and City of Holly Hill, a Municipal Corporation of the State of Florida, by and through its Commissioners, whose principal place of business is at 1065 Ridgewood Ave., Holly Hill, Florida 32117, holding tax exempt status, hereinafter referred to as "CITY".

The CITY and the CONSULTANT are collectively referred to herein as the "parties".

WITNESSETH:

WHEREAS, the CITY desires to retain the professional services of the CONSULTANT; for the work identified in the Request For Qualifications (RFQ) and description of services outlined in Exhibit A; and

WHEREAS, the CONSULTANT has submitted a proposal for provision of those services; and

WHEREAS, the CITY desires to employ the CONSULTANT for the performance to support the activities, programs, and projects of the CITY upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing and providing such services upon said terms and conditions; and

WHEREAS, the CONSULTANT hereby warrants and represents to the CITY that it is competent and otherwise able to provide professional and high quality services to the CITY; and

WHEREAS, all submissions submitted by the CONSULTANT in the Qualifications/RFQ submitted to the CITY are hereby incorporated to the extent not inconsistent with the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

TABLE OF CONTENTS

SECTION 1: DEFINITIONS	3
SECTION 2: CAPTIONS	4
SECTION 3: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT	4
SECTION 4: NO GENERAL CITY OBLIGATION	4
SECTION 5: CONSULTANT UNDERSTANDING OF SERVICES REQUIRED	5
SECTION 6: GENERAL PROVISIONS	5
SECTION 7: CODES AND DESIGN STANDARDS	6
SECTION 8: SUB CONSULTANTS	6
SECTION 9: ASSIGNABILITY	7
SECTION 10: COMMENCEMENT / IMPLEMENTATION SCHEDULE OF AGREEMENT	7
SECTION 11: LENGTH OF AGREEMENT	7
SECTION 12: DESCRIPTION OF SERVICES	7
SECTION 13: CONSULTANT RESPONSIBILITIES	8
SECTION 14: CITY RIGHTS AND RESPONSIBILITIES	10
SECTION 15: WAIVER	12
SECTION 16: FORCE MAJEURE	12
SECTION 17: STANDARDS OF CONDUCT	12
SECTION 18: NOTICES	14
SECTION 19: DESIGNATED REPRESENTATIVES	14
SECTION 20: WORK ORDERS	15
SECTION 21: CHANGE ORDERS	16
SECTION 22: COMPENSATION	17
SECTION 23: INVOICE PROCESS	17
SECTION 24: TERMINATION OF AGREEMENT	18
SECTION 25: TERMINATION BY CONSULTANT FOR CAUSE	19
SECTION 26: TERMINATION BY THE CITY WITHOUT CAUSE	19
SECTION 27: PAYMENT IN THE EVENT OF TERMINATION	19
SECTION 28: ACTION FOLLOWING TERMINATION	20
SECTION 29: SUSPENSION	20
SECTION 30: ALTERNATIVE DISPUTE RESOLUTION (ADR)	20
SECTION 31: SEVERABILITY	20
SECTION 32: CONTROLLING LAWS/VENUE / INTERPRETATION	21
SECTION 33: INDEMNITY	21
SECTION 34: INSURANCE	22
SECTION 35: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION	23
SECTION 36: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS	24
SECTION 37: COUNTERPARTS	25
SECTION 38: SUBMITTALS	25
SECTION 39: MAINTENANCE OF RECORDS	25
SECTION 60: OWNERSHIP OF DOCUMENTS	25
SECTION 41: EXHIBITS	26
SIGNATURES	26

SECTION 1: DEFINITIONS.

Ad valorem - In proportion to the estimated value of the goods taxed.

Agreement – This document and all subsequent Work Orders between the CITY and CONSULTANT. Each Exhibit, as identified below, even if not physically attached, shall be treated as if they were part of this Agreement. The effective date of this Agreement is the date this document is signed by both parties.

Billing Period – The period of time between project commencement to the close of the current period, (inclusive); or from the close of the previous billing period, (exclusive), to the close of the current period, usually concurrent with the month. In no case shall this period be less than one calendar month except for the final Billing Period.

Bona Fide - Made or carried out in good faith; sincere.

CITY – The CITY of Holly Hill, a municipal corporation of the State of Florida holding tax exempt status.

CONSULTANT - To include all principals of the CONSULTANT including, but not limited to, full and part time employees, professional or otherwise, and all other agents employed by or for CONSULTANT to perform its obligations hereunder.

Description of Services - Shall be written in paragraph form reasonably describing those services the CITY can expect the CONSULTANT to provide. The description shall be written in such a manner that the type of service is clearly provided, but broad enough that all services reasonably expected of the CONSULTANT, including services provided by partners, sub CONSULTANTS, and other supporting professionals, can be provided to the CITY.

Designated Representative – A person who administers, reviews, and coordinates the provision of services. This definition applies equally to the CITY and to the CONSULTANT.

Force Majeure - Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Agreement is beyond the control and without the fault or negligence of the party seeking relief under this Agreement.

Law - Said phrase shall include statutes, codes, rules, and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

Pari Materia – of the same matter; on the same subject. Laws pari materia must be construed with reference to each other/together when related to the same matter or subject. The provisions of a contract/agreement are to be construed together with no isolated construction of a particular provision such that it would defeat the overall intent of the contract/agreement.

Submittals – Any item required by this agreement that the CONSULTANT must provide the CITY either for inclusion as part of this agreement or not.

Type of Service – Engineering Services of a professional nature in accordance with the controlling provisions of law,

Work Order - A detailed description of quantities, services, and a completion schedule provided issued by the CITY on its approved form which, on occasion, may contain documents published on CONSULTANT letterhead describing all work associated with the service to be provided by the CONSULTANT to the CITY for an agreed price referencing this Agreement by title and date.

SECTION 2: CAPTIONS.

The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

SECTION 3: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.

- a) This Agreement, together with the Exhibits, constitutes the entire integrated Agreement between the CITY and the CONSULTANT and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits attached, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence, and statements, whether written or oral.
- b) This Agreement may only be amended, supplemented, or modified by a formal written amendment.
- c) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.
- d) The Exhibits made part of this Agreement are as follows:
 - Exhibit A - Scope of Services
 - Exhibit B - Certificates Insurance
 - Exhibit C - Draft CITY Work Order Form
 - Exhibit D - ADA Form
 - Exhibit E - Price Schedule
 - Exhibit F - Business Tax Receipt
 - Exhibit G - W-9
 - Exhibit H - Request for Qualifications RFQ-ENG-15-01
 - Exhibit I - CONSULTANT Submittal under RFQ-ENG-15-01

SECTION 4: NO GENERAL CITY OBLIGATION.

- a) In no event shall any obligation of the CITY under this Agreement be or constitute a general obligation or indebtedness of the CITY, a pledge of the ad valorem taxing power of the CITY or a general obligation or indebtedness of the CITY within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds
- b) The CONSULTANT shall not have the right to compel the exercise of the ad valorem taxing power of the CITY.

SECTION 5: CONSULTANT UNDERSTANDING OF SERVICES REQUIRED

- a) Execution of this Agreement by the CONSULTANT is a representation that the CONSULTANT is familiar with local conditions and with the services to be performed. The CONSULTANT shall make no claim for additional time or money based upon its failure to comply with this Agreement. The CONSULTANT has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services and/or goods described in this Agreement and to be identified in the Work Orders, and that it is well acquainted with the components that are properly and customarily included within such projects and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. Execution of a Work Order shall be an affirmative and irrefutable representation by the CONSULTANT to the CITY that the CONSULTANT is fully familiar with any and all requisite work conditions of the provisions of the services.
- b) The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the parties have relied.
- c) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONSULTANT (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONSULTANT is to be and shall remain forever an independent CONSULTANT with respect to all services performed under this Agreement.
- d) Persons employed by the CONSULTANT in the provision and performance of the services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.

SECTION 6: GENERAL PROVISIONS.

- a) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for the CONSULTANT certifies/certify that he/she/they is/are authorized to bind the CONSULTANT fully to the terms of this Agreement.
- b) This Agreement is for services pertaining to various Engineering and related services needed for the CITY's operations as set forth herein and as otherwise directed by the CITY to include all labor and materials that may be required.
- c) The CONSULTANT acknowledges that the CITY may retain other CONSULTANTS to provide the same types of services for CITY projects. The CITY reserves the right to select which CONSULTANT shall provide services for CITY projects.
- d) The CONSULTANT acknowledges that the CITY has retained other CONSULTANTS and the coordination between said CONSULTANTS and the CONSULTANT may be

necessary from time to time for the successful completion of each Work Order. The CONSULTANT agrees to provide such coordination as necessary.

- e) The CONSULTANT agrees to provide and ensure coordination between goods/ services providers.
- f) Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement to include, but not be limited to, each Work Order. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement and each Work Order.
- g) CONSULTANT shall maintain an adequate and competent staff or professionally qualified persons throughout the performance of this Agreement to ensure acceptable and timely completion of each Work Order.
- h) Requirements for signing and sealing plans, reports, and documents prepared by the CONSULTANT shall be governed by the laws and regulations of Volusia County and State Regulatory agencies.
- i) The CONSULTANT hereby guarantees the CITY that all material, supplies, services, and equipment as listed on a Purchase Order meet the requirements, specifications, and standards as provided for under the Federal Occupations Safety and Health Act of 1970, from time to time amended and in force on the date hereof.
- j) No claim for services furnished by the CONSULTANT not specifically provided for herein shall be honored by the CITY.

SECTION 7: CODES AND DESIGN STANDARDS

- a) All the services to be provided or performed by the CONSULTANT shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any Federal, State, or local regulatory agencies.
- b) The CONSULTANT shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement.

SECTION 8: SUB CONSULTANTS.

- a) Any CONSULTANT proposed Sub CONSULTANT shall be submitted to the CITY for written approval prior to the CONSULTANT entering into a subcontract. Sub CONSULTANT information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment, and insurance certifications.
- b) The CONSULTANT shall coordinate the provision of services and work product of any CITY approved sub CONSULTANT and remain fully responsible for such services and work under the terms of this Agreement.
- c) Any subcontract shall be in writing and shall incorporate this Agreement and require the sub CONSULTANTS to assume performance of the CONSULTANT duties commensurately with the CONSULTANT's duties to the CITY under this Agreement, it being understood that

nothing herein shall in any way relieve the CONSULTANT from any of its duties under this Agreement. The CONSULTANT shall provide the CITY with executed copies of all subcontracts.

SECTION 9: ASSIGNABILITY.

The CONSULTANT shall not sublet, assign, or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

SECTION 10: COMMENCEMENT / IMPLEMENTATION SCHEDULE OF AGREEMENT.

- a) The CONSULTANT shall commence the provision of services as described in this Agreement immediately upon execution of this Agreement and issuance of a Work Order.
- b) The CONSULTANT and the CITY agree to make every effort to adhere to the schedules established for the various Work Orders as described in each Work Order. However, if the CONSULTANT is delayed at any time in the provision of services by any act or omission of the CITY, or of any employee of the CITY, or by any other CONSULTANT employed by the CITY, or by changes ordered by the CITY, or by strikes, lock outs, fire, unusual delay in transportation, unavoidable casualties, or any other causes of Force Majeure not resulting from the inactions or actions of the CONSULTANT and beyond the CONSULTANT's control which would not reasonably be expected to occur in connection with or during performance or provision of the services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. It is further expressly understood and agreed that the CONSULTANT shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 11: LENGTH OF AGREEMENT.

- (a). The term of this Contract is five (5) years commencing on the date of full execution of this Contract by the parties.
- (b). The CONTRACTOR services shall begin upon written notification to proceed by the CITY.
- (c). CONTRACTOR services shall be on a work order basis and may include matters such as serving as an expert witness.
- (d). Subsequent to the conclusion of the initial five (5) year term, this Contract may be renewed by the City Manager for an additional two (2), one (1) year periods. Should the CITY wish to not have this Contract renewed for any year, the CITY shall provide written notice to the CONTRACTOR ninety (90) days prior to the ending date.

SECTION 12: DESCRIPTION OF SERVICES.

- a) The CONSULTANT agrees to perform diverse engineering services for the CITY relating to various projects of the CITY. The Description of Services is further and more specifically outlined in Exhibit A.

- b) The CONSULTANT shall diligently and in a professional and timely manner perform and provide the services outlined herein or as included in each subsequently entered Work Order. Unless modified in writing by the parties hereto, the duties of the CONSULTANT shall not be construed to exceed the provision of the services pertaining to this Agreement.
- c) The CITY and CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during the performance of the Work Orders that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as a Change Order in accordance with Section 20. The Work Orders may contain additional instructions or provide specifications upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 13: CONSULTANT RESPONSIBILITIES.

- a) CONSULTANT, in representing CITY, shall promote the best interest of CITY and assume towards CITY a duty of the highest trust, confidence, and fair dealing.
- b) The CONSULTANT agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida and in Broward County, Florida, including, but not limited to, all licenses required by the respective State boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONSULTANT pursuant to this Agreement.
- c) The CONSULTANT agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.
- d) The CONSULTANT has represented to the CITY that it has expertise in the type of professional services that will be required for the services to be provided hereunder. The CONSULTANT agrees that all services to be provided by CONSULTANT pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONSULTANT hereunder. In the event of any conflicts in these requirements, the CONSULTANT shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.
- e) The CONSULTANT shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by the CONSULTANT under this Agreement as well as the conduct of its staff, personnel, employees, and agents. The CONSULTANT shall work closely with the CITY on all aspects of the provision of the services. With respect to services, the CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONSULTANT under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors or

deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

- f) The CONSULTANT agrees to employ and designate, in writing, within five (5) calendar days after receiving its Notice to Proceed, a qualified licensed professional to serve as the CONSULTANT's project manager (hereinafter referred to as the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement. The CONSULTANT agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the CONSULTANT hereunder. The person selected by the CONSULTANT to serve as the Project Manager shall be subject to the prior approval and acceptance of the CITY.
- g) CONSULTANT agrees, within fourteen (14) calendar days of receipt of a written request from the CITY, to promptly remove and replace the Project Manager, or any other personnel employed or retained by the CONSULTANT, or any sub-consultants or subcontractors or any personnel of any such sub-consultants or subcontractors engaged by the CONSULTANT to provide and perform services or work pursuant to the requirements of this Agreement, whom the CITY shall request in writing to be removed, which request may be made by the CITY with or without cause.
- h) Neither CITY review, approval, or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. The CONSULTANT shall be and shall remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONSULTANT's negligent or improper performance or failure to perform any of the services furnished under this Agreement.
- i) The rights and remedies of the CONSULTANT, provided for under this Agreement, are in addition to any other rights and remedies provided by law.
- j) In the event the CONSULTANT fails to comply with the terms and conditions of this Agreement, the CITY shall notify the CONSULTANT's Designated Representative in writing so that the CONSULTANT may take remedial action.
- k) Time is of the essence in the performance of all services provided by the CONSULTANT under the terms of this Agreement and each and every Work Order.
- l) CONSULTANT agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONSULTANT's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONSULTANT hereunder, and CONSULTANT shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this paragraph.
- m) CONSULTANT agrees to certify all estimates of construction costs and Project completion dates prepared by the CONSULTANT. Said certifications shall be in a form approved by the CITY.

- n) Evaluations of the CITY's Project budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the CONSULTANT represent the CONSULTANT's best judgment as a design professional familiar with the construction industry. Prior to authorizing the CONSULTANT to proceed with preparation of the Final Design, the CITY may establish and communicate to the CONSULTANT a maximum sum for the cost of construction of the Project ("Maximum Cost Limit"). If the CITY has not advertised for bids within ninety (90) days after the CONSULTANT submits the Final Design to the CITY, the estimate of the cost of construction may be adjusted. The CONSULTANT cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the CONSULTANT. Notwithstanding anything above to the contrary, the CITY may require the CONSULTANT to revise and modify Construction Documents and assist in the re-bidding of the Work at no additional cost to the CITY if all responsive and responsible bids received exceed the Maximum Cost Limit.
- o) CONSULTANT shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors.

SECTION 14: CITY RIGHTS AND RESPONSIBILITIES.

- a) The CITY shall furnish a Designated Representative to act as CITY's representative with respect to the services to be rendered under this Agreement (hereinafter referred to as the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to CONSULTANT's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONSULTANT that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:
 - (1) The time the CONSULTANT is obligated to commence and complete all such services; or
 - (2) The amount of compensation the CITY is obligated or committed to pay the CONSULTANT.
- b) The Project Coordinator shall:
 - (1) Review and make appropriate recommendations on all requests submitted by the CONSULTANT for payment for services and work provided and performed in accordance with this Agreement;
 - (2) Provide all criteria and information requested by CONSULTANT as to CITY's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;
 - (3) Upon request from CONSULTANT, assist CONSULTANT by placing at CONSULTANT's disposal all available information in the CITY's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project
 - (4) Arrange for access to and make all provisions for CONSULTANT to enter the Project site to perform the services to be provided by CONSULTANT under this Agreement; and

- (5) Provide notice to CONSULTANT of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by CONSULTANT hereunder.
- c) CITY shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for a project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.
 - d) The CITY shall reasonably cooperate with the CONSULTANT in a timely fashion at no cost to the CONSULTANT as set forth in this Section.
 - e) The CITY shall make CITY personnel available where, in the CITY's opinion, they are required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely at the discretion of the CITY.
 - f) The CITY shall furnish the CONSULTANT with existing data, records, maps, plans, specifications, reports, fiscal data, and other planning information that is available in the CITY's files that is necessary or useful to the CONSULTANT for the performance of the Work. All such documents conveyed by the CITY shall be, and remain the property of, the CITY and shall be returned to the CITY upon completion of the Work to be performed by the CONSULTANT.
 - g) The CITY shall examine all CONSULTANT reports, sketches, drawing, estimates, Qualifications, and other documents presented to the CITY and indicate the CITY's approval or disapproval within a reasonable time so as not to materially delay the provisions of the services of the CONSULTANT.
 - h) The CITY shall provide access to and make provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT within a reasonable time to perform work as necessary to complete the Work Order. The CONSULTANT acknowledges that access to a project site, to be arranged by CITY for CONSULTANT, may be provided during times that are not the normal business hours of the CONSULTANT.
 - i) The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Agreement.
 - j) The CITY shall give written notice to the CONSULTANT whenever the CITY designated representative knows of a development that affects the services provided and performed under this Agreement, timing of the CONSULTANT's provision of services, or a defect or change necessary in the services of the CONSULTANT.
 - k) The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law; the CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Agreement.
 - l) The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Agreement or the responsibilities of the CONSULTANT in carrying out the duties and responsibilities deriving from this Agreement.

- m) The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.
- n) Neither the CITY's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor or any cause of action arising out of the performance of this Agreement and the CONSULTANT shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONSULTANT's negligent or wrongful provision or performance of any of the services furnished under this Agreement.
- o) All deliverable analysis, reference data, survey data, plans and reports, or any other form of written instrument or document that may result from the Consultant's services or have been created during the course of the CONSULTANT's performance under this Agreement shall become the property of the CITY after final payment is made to the CONSULTANT.
- p) In the event the CITY fails to comply with the terms and conditions of this Agreement, the CONSULTANT shall notify the CITY's Designated Representative in writing so that the CITY may take remedial action.

SECTION 15: WAIVER.

The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 16: FORCE MAJEURE.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure.

SECTION 17: STANDARDS OF CONDUCT.

- a) The CONSULTANT warrants that it has not employed or retained any company or person, other than a Bona Fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual, or firm other than a Bona Fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.
- b) If the CITY determines that any employee or representative of the CONSULTANT is not satisfactorily performing his or her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, the CITY shall so notify the CONSULTANT, in writing. The CONSULTANT shall immediately remove such employee or representative of the CONSULTANT from such assignment.

- c) The CONSULTANT hereby certifies (in writing) that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONSULTANT, or any interest in property that the CONSULTANT may have. The CONSULTANT further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Agreement.
- d) The CONSULTANT shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.
- e) The CITY shall not intentionally award publicly-funded contracts to any CONSULTANT who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationality Act (INA)]. The CITY shall consider the employment by the CONSULTANT of unauthorized aliens, a violation of Section 274A (e) of the INA. Such violation by the CONSULTANT of the employment provisions contained in Section 274A (e) of the INA shall be grounds for immediate termination of this Agreement by the CITY.
- f) The CONSULTANT shall comply with the requirements of the Americans with Disabilities Act (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.
- g) The CONSULTANT shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection, or discrimination.
- h) If the CONSULTANT or an affiliate is placed on a discriminatory vendor list, such action may result in termination by the CITY. The CONSULTANT shall certify, upon request by the CITY that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.
- i) If the CONSULTANT or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination by the CITY. The CONSULTANT shall certify, upon request by the CITY, that is qualified to submit a bid under Section 287.133, Public Entity Crime, (2)(a), Florida Statutes.
- j) The CONSULTANT shall certify, upon request by the CITY, that the CONSULTANT maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.
- k) The CONSULTANT agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the services provided to the CITY. The CONSULTANT agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment safety, environmental and health laws.

- l) If applicable, in accordance with Section 216.347, Florida Statutes, the CONSULTANT shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the Judicial Branch, or State Agency.
- m) The CONSULTANT shall not publish any documents or release information regarding this Agreement to the media without prior approval of the CITY.
- n) The CONSULTANT shall ensure that all services are provided to the CITY after the CONSULTANT has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.
- o) The CONSULTANT shall ensure that all taxes due from the CONSULTANT are paid in a timely and complete manner including, but not limited to, occupational license tax.

SECTION 18: NOTICES.

- a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.
- b) For the present, the parties designate the following as the representative places for giving of notice, to-wit:
 - (1). For the CITY:
Joseph Forte, City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117
(386)248-9425
 - (2). For the CONSULTANT:
Brad T. Blais, P.E., President
Quentin L. Hampton Associates, Inc.
PO Drawer 290247
Port Orange, FL 32129
Telephone Number: (386) 761-6810
E-mail Address: bblais@qlha.com
- c) Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONSULTANT agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice, or any other grounds as a substitute for the failure of the CONSULTANT to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

SECTION 19: DESIGNATED REPRESENTATIVES.

- a) The City Manager, or his designated representative, represents the CITY in all matters pertaining to and arising from the work and the performance of this Agreement.
- b) The City Manager or his designated representative shall have the following responsibilities:
 - (1) Examination of all work and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT;
 - (2) Transmission of instructions, receipt of information, and interpretation and definition of CITY's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;
 - (3) Giving prompt written notice to the CONSULTANT whenever the CITY knows of a
- c) Until further written notice, the CITY's Designated Representative for this Agreement is:

City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32164
Telephone Number: (386) 248-9425
- d) Prior to start of any work under this Agreement, the CONSULTANT shall submit to the CITY detailed resumes of key professional personnel that will be involved in performing services described in the work. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the CONSULTANT desires to change key professional personnel in an active assignment, it shall submit the Qualifications of the new professional personnel to the CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.
- e) Until further written notice, the CONSULTANT's Designated Representative for this Agreement is:

Brad T. Blais, P.E., President
Quentin L. Hampton Associates, Inc.
PO Drawer 290247
Port Orange, FL 32129
Telephone Number: (386) 761-6810
E-mail Address: bblais@qlha.com

SECTION 20: WORK ORDERS.

- a) The provision of services to be performed under this Agreement may commence immediately upon the execution of a Work Order as directed and determined by the CITY. Services to be provided by the CONSULTANT to the CITY shall be negotiated between the CONSULTANT and the CITY. Each Work Order shall reference this agreement by title and date, include a detailed description of quantities, services, and a completion schedule,

and will be provided on CONSULTANT letterhead. Services described in said Work Order will commence upon the issuance of a CITY Notice-To-Proceed.

- b) If the services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The CONSULTANT shall perform all services required by the Work Order but in no event shall the CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein.
- c) The CONSULTANT and the CITY agree to make every effort to adhere to the schedule established for the various Work Orders described in the Work Order.
- d) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, the CONSULTANT shall perform all work required by the Work Order; but in no event shall the CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Order.
- e) For Work Orders issued on a "Fixed Fee Basis," the CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.
- f) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONSULTANT may invoice the amount due for actual work hours performed; but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.
- g) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes. If the CITY determines that work is substantially complete and the amount retained, if any, is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.
- h) or Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONSULTANT may invoice the amount due for services actually performed and completed. The CITY shall pay the CONSULTANT one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

SECTION 21: CHANGE ORDERS.

- a) The CITY may revise the Description of Services set forth in any particular Work Order.
- b) Revisions to any Work Order shall be authorized in writing by the CITY as a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. The Change Orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. An Agreement between the parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and

to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONSULTANT schedule.

- c) If instructed by the CITY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The CONSULTANT must submit for CITY approval a revised Qualification with a revised fee quotation. Additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the work by Change Order to the Work Order.

SECTION 22: COMPENSATION.

- a) Compensation to the CONSULTANT for the services performed on each Work Order shall be as set forth the Work Order/Change Order or as set forth in Exhibit C which enumerates hourly rates and other charges of the CONSULTANT. The initial fee for the subject Project shall be as subsequently negotiated by the parties.
- b) The CITY shall not pay for items such as gas, tolls, mileage, meals, etc. and other items not directly attributable to items produced for each Work Order. All such costs incurred within the Volusia County area or in transit from The CONSULTANT's servicing office and the CITY shall be considered non- reimbursable.
- c) Work performed by the CONSULTANT without written approval by the CITY's Designated Representative shall not be compensated. Any work performed by the CONSULTANT without approval by the CITY is performed at the CONSULTANT's own election.
- d) In the event the CITY fails to provide compensation under the terms and conditions of this Agreement, the CONSULTANT shall notify the CITY's Designated Representative in order that the CITY may take remedial action.
- e) Pricing has been calculated based on the current prices for the goods and/or services that are the subject of the RFQ. However, the market for the goods and/or services that pertain to this RFQ may be volatile on the basis of fuel costs and sudden and substantial price increases could occur. The CONSULTANT agrees to use its best efforts to obtain the lowest possible prices from fuel suppliers, but should there be a substantial and prejudicial increase in fuel prices for fuel that is purchased after execution of this Agreement which fuel prices directly and materially relate to the pricing of the goods and/or services provided for in this Agreement, the CITY agrees, upon written request from the CONSULTANT, to consider a reasonable adjustment to the prices set forth in this Agreement based upon the following index: Engineering News Record, Construction Cost Index, etc.. Any claim by the CONSULTANT for a price increase, as provided above, shall state, with specificity, the increased cost, the product in question, and the source of supply, and shall be supported by invoices or bills of sale and such other information as may be required by the CITY. Only one (1) such request from the CONSULTANT will be considered in each calendar year period. The decision of the CITY shall be final and non-appealable

SECTION 23: INVOICE PROCESS.

- a) Payments shall be made by the CITY to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONSULTANT shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing all services, a Project Status Report, the cost of the services, the name and address of the CONSULTANT, Work Order Number, Purchase Order Number, Contract Number and all other information required by this Agreement.
- b) Invoices which are in an acceptable form to the CITY and without disputable items will be processed for payment in accordance with the *Florida Prompt Payment Act*.
- c) The CONSULTANT will be notified by the CITY of any disputable items contained in invoices in accordance with the *Florida Prompt Payment Act* with an explanation of the deficiencies.
- d) The CITY and the CONSULTANT will make every effort to resolve all disputable items contained in the CONSULTANT's invoices.
- e) Each invoice shall reference this Agreement, the appropriate Work Order and Change Order if applicable, Purchase Order, the billing period, and include a Project Status Report for the period being billed.
- f) The *Florida Prompt Payment Act* shall apply.
- g) Invoices are to be forwarded directly to the designated project manager:

CITY of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

SECTION 24: TERMINATION OF AGREEMENT.

- a) The CITY may terminate this Agreement or any Work Order for convenience at any time for one or more of the reasons as follows:
 - (1) If, in the CITY's opinion, adequate progress under a Work Order is not being made by the CONSULTANT; or
 - (2) If, in the CITY's opinion, the quality of the services provided by the CONSULTANT is/are not in conformance with commonly accepted professional standards, standards of the CITY, the requirements of Federal or State regulatory agencies, and the CONSULTANT has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or
 - (3) The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT; or
 - (4) The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5) The CONSULTANT violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the CITY Code of Conduct.

- b) In the event of any of the causes described in this Section, the CITY's Designated Representative may send a certified letter requesting that the CONSULTANT show cause why the Agreement or any Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within fourteen calendar days of the receipt of the letter, the CITY may consider the CONSULTANT to be in default, and may immediately terminate this Agreement or any Work Order in progress under this Agreement.
- c) In the event that this Agreement or a Work Order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by the CONSULTANT.

SECTION 25: TERMINATION BY CONSULTANT FOR CAUSE.

- a) The CONSULTANT may terminate this Agreement if:
 - (1) The CITY materially fails to meet its obligations and responsibilities as contained in Section 14; CITY Rights and Responsibilities; or
 - (2) The CITY fails to pay the CONSULTANT in accordance with this Agreement.
- b) In the event of either of the causes described in Subsection (a), the CONSULTANT shall send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the CONSULTANT within fourteen calendar days of the receipt of said show cause notice, the CONSULTANT may consider the CITY to be in default, and may immediately terminate this Agreement.

SECTION 26: TERMINATION BY THE CITY WITHOUT CAUSE.

- a) Notwithstanding any other provision of this Agreement, the CITY Manager shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate any specific Work Order without cause, if such termination is deemed by the CITY to be in the public interest, provided that thirty (30) calendar days prior written notice is given to the CONSULTANT of the CITY's intent to terminate.
- b) In the event that this Agreement is terminated, the CITY shall identify any specific Work Order(s) being terminated and the specific Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.
- c) This Agreement will remain in full force and effect as to all authorized Work Order(s) that is/are to be continued to completion.

SECTION 27: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Agreement or any Work Order is terminated or canceled prior to final completion payment for the unpaid portion of the services provided by the CONSULTANT to the date of termination and any additional services shall be paid to the CONSULTANT.

SECTION 28: ACTION FOLLOWING TERMINATION.

Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue the provision of all services, unless the notice provides otherwise.

SECTION 29: SUSPENSION.

- a) The performance or provision of the CONSULTANT services under any Work Order under this Agreement may be suspended by the CITY at any time.
- b) In the event the CITY suspends the performance or provision of the CONSULTANT's services hereunder, the CITY shall so notify the CONSULTANT in writing. Such suspension becoming effective upon the date stated in the notice. The CITY shall pay to the CONSULTANT within thirty days all compensation which has become due to and payable to the CONSULTANT to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONSULTANT for the suspended provision of services unless and until the CITY's designated representative notifies the CONSULTANT in writing that the provision of the services of the CONSULTANT called for hereunder are to be resumed by the CONSULTANT.
- c) Upon receipt of written notice from the CITY that the CONSULTANT's provision of services hereunder are to be resumed, the CONSULTANT shall continue to provide the services to the CITY.

SECTION 30: ALTERNATIVE DISPUTE RESOLUTION (ADR).

- a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.
- b) The CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONSULTANT had knowledge and failed to present during the CITY procedures.
- c) In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 31: SEVERABILITY.

- a) If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

- b) All provisions of this Agreement shall be read and applied in Pari Materia with all other provisions hereof.
- c) Violation of this Agreement by the CONSULTANT is recognized by the parties to constitute irreparable harm to the CITY.

SECTION 32: CONTROLLING LAWS/VENUE / INTERPRETATION.

- a) This Agreement is to be governed by the laws of the State of Florida.
- b) Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Volusia County, Florida.
- c) This Agreement is the result of bona fide arm's length negotiations between the CITY and the CONSULTANT and all parties have contributed substantially and materially to the preparation of the Contract. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 33: INDEMNITY

- a) The CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed by the CONSULTANT in the performance of the contract.
- b) CITY and CONSULTANT acknowledge that the conditions of any construction contract shall include language, satisfactory to the CITY's attorney, in which the contractor agrees to hold harmless and to defend CITY, its agents and employees from all suits and actions, including attorney's fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed thereunder.
- c) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.
- d) In claims against any person or entity indemnified under this Section by an employee of the CONSULTANT or its agents or sub CONSULTANTS, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or its agents or sub CONSULTANTS, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.
- e) The execution of this Agreement by the CONSULTANT shall obligate the CONSULTANT to comply with the indemnification provision in this Agreement; however, the CONSULTANT must also comply with the provisions of this Agreement relating to insurance coverage's.

SECTION 34: INSURANCE.

- a) The CONSULTANT shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the CITY and with only such terms and conditions as may be acceptable to the CITY:
 - (1) Workers Compensation/Employer Liability: The CONSULTANT shall provide Worker Compensation insurance for all employees engaged in the work under this Agreement in accordance with the laws of the State of Florida. Employers' Liability Insurance at limits not less than the following:
 - \$500,000 Each Accident
 - \$100,000 Disease Each Employee
 - (2) Comprehensive General Liability: The CONSULTANT shall provide coverage for all operations including, but not limited to, contractual, independent CONSULTANT, products and complete operations and personal injury with limits not less than the following:
 - \$1,000,000 Bodily Injury & Property Damage - each occurrence
 - \$1,000,000 Personal & Advertising Injury - each occurrence
 - \$2,000,000 General Aggregate
 - (3) Comprehensive Business Automobile Liability: The CONSULTANT shall provide complete coverage with a combined single limit of not less than \$1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.
 - (4) Professional Liability: The CONSULTANT shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 CSL or its equivalent, with a combined single limit of not less than \$1,000,000, protecting the CONSULTANT against claims of the CITY for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the CONSULTANT.
 - (5) Other Required Insurance Coverage: Where unusual operations are necessary to complete the work, such as Longshoremen and Harbor Workers' Exposures, use of aircraft or watercraft, use of explosives, and any high risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the CITY which may, thereupon, required additional insurance coverage's.
- b) All insurance other than Workers Compensation and Professional Liability that must be maintained by the CONSULTANT shall specifically include the CITY as an additional insured. All insurance minimum coverage's extend to any sub- CONSULTANT, and the CONSULTANT shall be responsible for all sub CONSULTANTS.
- c) The CONSULTANT shall provide Certificates of Insurance to the CITY evidencing that all such insurance is in effect prior to the issuance of the first Work Order under this Agreement. These Certificates of Insurance shall become part of this Agreement. Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve the CONSULTANT of the CONSULTANT's full responsibility

for performance of any obligation including the CONSULTANT's indemnification of the CITY under this Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall, as soon as the CONSULTANT has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to the CITY, the CONSULTANT shall be deemed to be in default of this Agreement.

- d) The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty days prior notice will be given to the CITY by submission of a new Certificate of Insurance.
- e) The CONSULTANT shall provide Certificate of Insurance directly to the CITY's Designated Representative. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification required by this Agreement.
- f) The CONSULTANT shall provide updated Certificate of Insurance form(s) directly to the CITY's Designated Representative upon renewal of any policy.
- g) Nothing in this Agreement or any action relating to this Agreement shall be construed as the CITY waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.
- h) The CITY shall not be obligated or liable under the terms of this Agreement to any party other than the CONSULTANT. There are no third party beneficiaries to this Agreement.
- i) The CONSULTANT is an independent CONSULTANT and not an agent, representative, or employee of the CITY. The CITY shall have no liability except as specifically provided in this Agreement.
- j) All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.

SECTION 35: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION

The CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONSULTANT, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued there under, and any and all requirements of Federal or State law related thereto.

SECTION 36: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS

- a) The CONSULTANT shall maintain books, records, documents, time and costs accounts, and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.
- b) The CONSULTANT shall maintain and allow access to the records required under this Section for a minimum period of five years after the completion of the provision or performance services under this Agreement and date of final payment for said services, or date of termination of this Agreement.
- c) The CITY reserves the right to unilaterally terminate this Agreement if the CONSULTANT refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and other applicable law, and made or received by the CONSULTANT in conjunction, in any way, with this Agreement.
- d) The CITY may perform, or cause to have performed, an audit of the records of the CONSULTANT before or after final payment to support final payment under any Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONSULTANT and the CITY subsequent to the close of the final fiscal period in which services are provided or performed. Total compensation to the CONSULTANT may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONSULTANT. Conduct of this audit shall not delay final payment as required by this Section.
- e) In addition to the above, if Federal, State, County, or other entity funds are used for any services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or the County of Volusia, or any representative, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.
- f) In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Agreement, the CONSULTANT shall refund such overpayment to the CITY within thirty days of notice by the CITY of the request for the refund.
- g) The CONSULTANT agrees to fully comply with all State laws relating to public records.
- h) The CONSULTANT agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

SECTION 37: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

SECTION 38: SUBMITTALS.

The following are items the CONSULTANT must submit to the CITY as stated in this Agreement:

1. Certificates of Insurance
 - a) Worker compensation insurance for all employees; Section 33, Paragraph (a)
 - b) Certificates of Liability Insurance; Section 33, Paragraph (a)
2. American with Disabilities Act; Section 16, Paragraph (f)
3. Price Schedule
4. Business Tax Receipt
5. Request for Taxpayer Identification Number and Certification IRS Form W-9

All provided to the CITY must be accurate and updated certifying the CONSULTANT is proceeding correctly.

SECTION 39: MAINTENANCE OF RECORDS

CONSULTANT will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by CONSULTANT for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. OWNER, or any duly authorized agents or representatives of OWNER, shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

SECTION 40: OWNERSHIP OF DOCUMENTS

Upon completion or termination of each Work Order, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by CONSULTANT under this Agreement shall be delivered to and become the property of CITY. CONSULTANT, at its own expense, may retain copies for its files and internal use. To the extent permitted by law, CITY agrees to indemnify and hold harmless CONSULTANT with respect to any claim, loss or damage, including attorney's fees incurred by CONSULTANT due to the CITY's use of said records, documents, tracings, plans, specifications, maps, evaluations, reports, computer disks and other technical data on some other project, unless such use is authorized by CONSULTANT.

With respect to and in consideration for the indemnification provided by CITY, CONSULTANT agrees to pay to CITY \$10.00, the sufficiency and receipt of which is acknowledged through the signing of this Agreement.

SECTION 41: EXHIBITS.

Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the CITY through its CITY Commission taking action on the _____ day of _____, _____, and the CONSULTANT signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:



Authorized Corporate Officer

CONSULTANT

By: 

Authorized Corporate Officer

Date: 11/12/15

As approved by the CITY Commission of the CITY of Holly Hill at its meeting of 10 day of NOVEMBER.

ATTEST:



Valerie Manning, City Clerk

CITY OF HOLLY HILL

By: 

Joseph A. Forte, City Manager

Date: 12-4-2015

EXHIBIT A Scope of Services

GENERAL SCOPE OF SERVICES:

CONSULTANT shall provide to CITY professional engineering services in all phases of the work to which this General Engineering Services Agreement applies. The exact nature and magnitude of the required professional services cannot be defined precisely at the time of entering into this Agreement. The services to be performed by CONSULTANT will be set forth in the scope of services described in Work Orders to be issued by CITY from time to time. This shall include, at a minimum, the following services:

- Program Management Services
- Special Services such as Feasibility Studies and Planning
- Stormwater Management Design
- Paving and Drainage Improvements
- Roadway and Enhancement Project Design including FDOT or County related projects
- Traffic Engineering
- Construction Design, Contract Administration, Engineering and Inspection
- Public Works Permitting and Inspections
- Wastewater Treatment Plant, pump station and collection system design
- Water Treatment Plant and distribution system design
- Electrical/Electronic/SCADA system upgrades
- Property, Boundary, Easements, R/W, Topographic, and Utility surveys
- Site Plan Review
- Other miscellaneous professional services that the city may desire

SERVICES

The scope of this Contract includes, but is not limited to:

Program Management Services

- Assist with program and project prioritization including benefit/cost analysis, preparation of business cases and related financial analysis.
- Provide support of scope management, cost management (including earned value management), schedule management, risk analysis, communications management, stakeholder management, and other related duties.
- Assist in quality management including the creation and oversight of a new internal Quality Assurance and Quality Control Process. Perform quality control, including constructability reviews, for design document submittals, including work performed by other Consultants.
- Assist in the creation and oversight of a Change Management System for all proposed scope changes, additional budget requests, consultant additional fee requests, etc.
- Assist in the management of the existing Purchasing Contracts including analysis and reporting of proper contract usage and Consultant rotation (for Master Contracts).
- Assist in the creation of Scope documents, special Contract Provisions, Project Concept Reports, Request for Proposal (RFP) documents and other related documents for new Professional Services Contracts.
- Assist in the creation of documents required for Purchasing Construction Projects.
- Assist in the tracking of work orders and contract expirations and required financial related amendments.

- Prepare project schedules, costs estimates and value engineering analysis and/or review this information that is provided to the CITY by others as needed.
- Present/ provide public meeting support.
- Preparing official minutes for project related meetings for the City of Holly Hill's approval and dissemination.
- Assist with conducting man-hour costs and project schedule negotiations with Consultants.
- Provide Value Engineering services as requested.
- Provide Structural Engineering review services and expertise as needed.
- Research Engineering related topics as needed and provide related technical summaries of requested information.
- Provide expertise in a variety of other Engineering topics as requested.
- Provide Utility Coordination and support, including pre-construction coordination, related to all Capital Projects.
- Serve as a liaison for FDOT or Volusia County projects within the City of Holly Hill as needed.
- Provide temporary in-house program management staff, if requested, on a part-time or full-time basis.

Planning Support

- Prepare various concept and feasibility studies for Capital Projects as needed.
- Analyze alternative design concepts and prepare technical reports as needed.
- Perform transportation planning and traffic operations studies for various projects as needed.
- Prepare Complete Street or Context Sensitive Design studies as needed.
- Provide review of Project Development and Environment (PD&E) studies being performed within the city.

Design Support

- As requested, furnish expertise, labor and resources in preparing complete code compliant sets of construction contract documents, plans, specifications and special provisions as needed for Capital Projects. These projects include, but are not limited to, roadway, sidewalk, trail, stormwater and/or water quality, buildings, landscaping/irrigation, water/wastewater treatment plant, water distribution, wastewater collections, and well field projects.
- Provide Survey and Mapping services as needed to complete the required design services.
- Provide any post design services and/or plan update services as needed to include record drawings and as-built drawings.
- Attend meetings as necessary and provide any related Public Information support.
- Prepare Maintenance of Traffic (MOT) plans as needed and/or provide the review of MOT plans prepared by others.
- Prepare Landscape Design plans as needed and/or review Landscape Plans prepared by others.
- Provide Geotechnical Engineering support as needed.
- Provide other services as needed related to the Design elements of related Capital Projects.

Construction Engineering and Inspection Services

- Conducting and/or attending preconstruction meetings.
- Review and approval of shop drawings, products, etc.
- Preparation of change orders.
- Construction contract administration.
- Construction engineering and inspection services.
- Coordination/provision of record drawings and as-built drawings.

- Construction services for FDOT funded projects which must follow FDOT guidelines.
- Additional engineering services as may be required during the course of construction.

Grant Funding Support

- Assist in preparation of various grant applications and associated documents for Public Works Department related grants.
- Assist in coordination with the Florida Department of Transportation for LAP projects and assist in the preparation of the necessary forms and related documents.
- Assist with duties related to the various committees at the River to Sea Transportation Planning Organization (TPO), including review of agenda packet technical information, preparation of Prioritized Project Lists, creation of new project applications, preparation of presentations and other associated duties.
- Provide other related grant funding support as needed.

Miscellaneous Support

- Provide assistance to obtain all permits for Capital Projects or others as required for the Public Works Department.
- Consumptive use permitting, DEP operating and/or construction permits.
- NPDES wastewater permitting, reuse permitting, capacity analysis reports, reuse feasibility reports.
- SJRWMD permitting, NPDES MS4 permitting support, Corp of Engineers permitting, etc.
- Provide assistance for property acquisitions related to hearings, condemnations proceedings, and other litigation including the preparation of trial exhibits.
- Site plan review services.
- Provide appraisals and other property acquisition support as needed.
- Preparation of applicable easements, R/W acquisition documents.
- Provide environmental research and support, including, but not limited to, contamination analysis, wetland research and analysis, threatened and endangered species and archeological and historical research.
- Assist with necessary duties as required related to disaster storm/recovery. Coordinate with FEMA, NRCS and FHWA for reimbursements and potential funding to repair storm related damage to the Transportation and Stormwater system.
- Provide assistance with the CITY's Asset Management system including review and prioritization of asset management data (such as pavement condition index scores, etc.).
- Provide coordination and analysis of the CITY's Work Management System and assist with the integration of the CITY's Asset Management System.
- Preparation or procurement of operation and maintenance manuals
- Perform other duties as needed; services dictated by the needs of the CIP and other specific projects

Exhibit B
Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/28/2015

5.6.b

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

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

PRODUCER Caton-Hosey Insurance 3731 Nova Rd. Port Orange FL 32129		CONTACT NAME: Melissa Adrian, CPSR PHONE (A/C, No, Ext): (386) 767-3161 FAX (A/C, No): (386) 760-1770 E-MAIL ADDRESS: melissa@catonhosey.com															
INSURED QUENTIN L HAMPTON & ASSOCIATES INC PO BOX 290247 PT ORANGE FL 32129		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: American Casualty Co of Reading PA</td><td>20427</td></tr><tr><td>INSURER B: Westfield Insurance Company</td><td>24112</td></tr><tr><td>INSURER C: Commerce & Industry</td><td>19410</td></tr><tr><td>INSURER D: Continental Casualty Ins Co C/o Cna</td><td>20443</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: American Casualty Co of Reading PA	20427	INSURER B: Westfield Insurance Company	24112	INSURER C: Commerce & Industry	19410	INSURER D: Continental Casualty Ins Co C/o Cna	20443	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: American Casualty Co of Reading PA	20427																
INSURER B: Westfield Insurance Company	24112																
INSURER C: Commerce & Industry	19410																
INSURER D: Continental Casualty Ins Co C/o Cna	20443																
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: CL1532712811

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			1069074479	4/5/2015	4/5/2016	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000																				
MED EXP (Any one person)	\$ 10,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			CWP0986697	4/5/2015	4/5/2016	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>PIP-Basic</td><td>\$ 10,000</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	PIP-Basic	\$ 10,000				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
PIP-Basic	\$ 10,000																				
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			EBU066694732	4/5/2015	4/5/2016	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 4,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 4,000,000	AGGREGATE	\$ 4,000,000		\$								
EACH OCCURRENCE	\$ 4,000,000																				
AGGREGATE	\$ 4,000,000																				
	\$																				
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1069060341	4/5/2015	4/5/2016	<table border="1"><tr><td>☒ PER STATUTE</td><td>OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ 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					
☒ PER STATUTE	OTH-ER																				
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				

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

CERTIFICATE HOLDER**CANCELLATION**City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

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

John Hosey/ASHOOK

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/28/2015

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

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

PRODUCER USI Insurance Services, LLC 1715 N. Westshore Blvd. Suite 700 Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Quentin L. Hampton Associates, Inc. PO Drawer 290247 4401 Eastport Pkwy Port Orange, FL 32127-0247	NAIC # 37885

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
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE ☐ OCCUR ☐						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N ☐ N/A						E.L. EACH ACCIDENT \$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR9722651	04/03/2015	04/03/2016	\$1,000,000 per claim \$2,000,000 annl aggr.

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

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

CERTIFICATE HOLDER

CANCELLATION

City of Holly Hill
 1065 Ridgewood Ave
 Holly Hill, FL 32117

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

[Signature]

© 1988-2010 ACORD CORPORATION. All rights reserved.

**Exhibit C
WORK ORDER FORM**



WORK ORDER-SERVICES# _____

Encumbrance PO Number: _____

City of Holly Hill (Buyer)

Resolution #: _____

Vendor Name:	Date:
Address:	Bld #:
City, State & Zip:	Project:
	Commission Approval Date:

Budgeted/Existing: _____ New: _____ Continuing Service: _____

Mail Invoices in duplicate to:
City of Holly Hill

Total Cost: \$ _____

Holly Hill, Florida 321 _____

ATTACHMENTS TO THIS WORK ORDER:	METHOD OF COMPENSATION:
() Description of Services	() Fixed Fee Basis
() Drawings/Plans/Specifications	() Not To Exceed
() Special Conditions	() Unit Price
() Rate Schedule	

TIME FOR COMPLETION: The obligation of the Vendor to provide services to the City shall commence upon execution of this Work Order (WO) by the parties and services shall be completed by _____. Failure to meet the completion date may be grounds for termination of this WO and the underlying contract for default. Time is of the essence.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE CITY)

ATTEST:

Vendor

_____, Attesting Officer

_____, Officer with Corporate Signatory Authority

Date: _____

WITNESSES:

CITY OF HOLLY HILL

Department Head approved RAP on _____

Authorized Signatory

WORK ORDERS TERMS AND CONDITIONS

- Execution of this Work Order (WO) by the City shall serve as authorization for the Vendor to provide for the stated services as set out in this WO. It is expressly understood by the Vendor that this WO, until executed by the City, does not authorize the Vendor to perform any services for the City.
- This WO shall take effect on the date of its execution by the City and expires upon final completion, inspection and payment unless terminated earlier in accordance with the termination provisions herein. The Vendor shall sign this WO first and the City second. This WO will be forwarded to the Vendor upon execution by the City.
- The Vendor shall provide services pursuant to this WO, its attachments, and the underlying Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety. In the

event that the terms and conditions of this WO are inconsistent with the terms and conditions of an underlying contract which is implemented, in whole or part, by this WO; then the terms and conditions of the underlying contract shall apply.

- Compensation is based on the method indicated on the first page of this WO.
- Payments to the Vendor shall be made by the City in strict accordance with the payment terms and conditions listed below or in the underlying contract.
- By accepting this WO, the Vendor accepts all the terms and conditions included herein.
- The City reserves the right, without liability of any type, to cancel this WO as to any services not yet performed or tendered, and to purchase substitute services and to charge the Vendor for any loss incurred.
- The City may cancel this WO, any outstanding services hereunder, or reschedule in whole or in part, for cause or no cause, upon written notice to the Vendor sent at least fourteen (14) days prior to the completion date specified. The City may cancel this WO in whole or in part at any time for default by written notice to the Vendor.
- The City shall have no liability to the Vendor beyond payment of any balance owing for services completed hereunder and accepted by the City prior to the Vendor's receipt of the notice of termination.
- Prices stated on this WO are firm, all inclusive and consistent with applicable negotiations, bid(s) and/or quotations. The City is exempt from the Florida sales and use taxes and will furnish the Vendor with proof of tax exemption upon written request.
- The City reserves the right to conduct any inspection or investigation to verify compliance of the services with the requirements of this purchase and to reject any delivery not in compliance and, if the deficiency is not visible at the time of acceptance, to take and require appropriate corrective action.
- The Vendor agrees to comply with all Federal, State of Florida, Volusia County and City laws, ordinances, regulations, authority and codes and authority having jurisdiction over the purchase. This WO shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Volusia County, Florida.
- The Vendor agrees to indemnify, hold harmless and defend the City: (1) from any loss, expense, claim or damage arising from any claim or action based on any acts or omissions of the Vendor, its employees, servants, agents or sub CONSULTANTS; (2) with respect to any and all claims, suits, actions, and proceedings of actual or alleged infringements of any letter, patent, register of industrial design, trademark or trade name, trade secret, copyright or other protected right in any country resulting from any sale, use or manufacture of any goods delivered hereunder. The City reserves its right to be represented in any such action by its own counsel. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Section 768.28, *Florida Statutes*.
- The Vendor shall not assign this WO, any rights under this WO or any monies due or to become due hereunder, nor delegate or subcontract any obligations or work hereunder without the prior written consent of the City.
- The Vendor shall perform the obligations of this WO as an independent CONSULTANT and under no circumstances shall it be considered as agent or employee of the City.
- The Vendor ensures that its personnel shall comply with reasonable conduct guidelines and City policies and procedures. A person or affiliate who has been placed on the convicted vendor list may not submit a bid or transact business with the City in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. In compliance with 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (INA)], the City will not intentionally make an award or upon discovery of a violation will unilaterally cancel this WO with any vendor who knowingly employs unauthorized alien workers.
- If this WO involves the Vendor's performance on the City's premises or at any place where the City conducts operations, the Vendor shall request information from the Purchasing Manager regarding insurance coverage requirements. Noncompliance with this item shall place the Vendor in default and subject to disbarment from the City's Vendor List.
- The failure of the City to enforce any provision of this WO, exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

**Exhibit D
AMERICANS WITH DISABILITIES ACT
AFFIDAVIT**

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding CITY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the CITY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the CITY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

DATED this 12th day of November, 2015.

Quentin L. Hampton Associates, Inc.
(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

Brad T. Blais, P.E.
(Printed name of person signing FORM)

President
(Title of person signing FORM)

Sworn to and subscribed before me
This 12th day of November, 2015.

[Signature]
Signature of Notary (& Stamp)

Notary Public, State of

Florida

Personally Known ☒ or

Produced Identification [initials]
(type of identification)



**Exhibit E
FEE SCHEDULE**

QUENTIN L. HAMPTON ASSOCIATES, INC.
HOURLY RATE AND FEE SCHEDULE
(Revised November 2015)

Position	Rate
Expert Witness.....	\$250
Principal.....	\$175
Project Manager.....	\$175
Professional Engineer.....	\$140
Engineering Intern.....	\$100
Construction Services Supervisor.....	\$85
Production Supervisor.....	\$80
GIS Technician.....	\$75
CADD Technician.....	\$75
Grant/Funding Coordinator.....	\$70
Federal Grant Compliance Specialist.....	\$70
Construction Project Representative (Inspector).....	\$65
Sr. Administrative Supervisor.....	\$60
Administration Support.....	\$50

Construction Engineering and Inspection (CEI) Services

Senior Project Engineer.....	\$175
Project Administrator/Project Engineer.....	\$140
Assistant Project Administrator/Project Engineer.....	\$100
Senior Inspector/Senior Engineer.....	\$85
Utility Coordinator.....	\$85
Senior Inspection Building Structures.....	\$85
Resident Compliance Specialist.....	\$70
Inspector/Engineer Intern.....	\$65
Asphalt Plant Inspector.....	\$65
Public Information Officer.....	\$65
Building Inspector/Electrical.....	\$65
Contract Support Specialist.....	\$60
Associate Contract Support Specialist.....	\$50
Inspector's Aide.....	\$50
Secretary/Clerk Typist.....	\$50

Subsurface Utility Engineering (SUE) Services

Project Manager.....	\$140
Project Coordinator.....	\$70
Field Technician.....	\$65
Administrative Support.....	\$50
Vacuum Excavator.....	\$600/day
Ground Penetrating Radar (GPR).....	\$150/day
Truck.....	\$300/day

Building Code Services

Chief Building Official	\$85
Fire Safety Inspector/Fire Systems Plan Review	\$80
Building Plans Examiner	\$75
Building Inspector.....	\$65

Reimbursable Expenses:

<u>Item</u>	<u>Fee</u>
Printing /Reproduction/Graphics	Actual Cost
Sub-Consultant Services	Actual Cost
SUE Field/Marking/Restoration Supplies	Actual Cost
Travel.....	Actual Cost
Sales Tax	Actual cost if/when sales tax is applicable

Schedule Notes:

1. Schedule shall be subject to annual adjustments
2. Reimbursables subject to a 10% administrative fee, if allowed or as otherwise specified in Contract.
3. Rates are hourly rates unless otherwise noted.

Exhibit F
BUSINESS TAX RECEIPT

2015/2016

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
 Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - 386-736-5938



Receipt # 198502020070 Expires: September 30, 2016
 Business Location: 4401 EASTPORT PARK WAY

Business Name: QUENTIN L HAMPTON ASSOC INC
 Owner Name: QUENTIN L HAMPTON ASSOC INC
 Mailing Address: P O DRAWER 290247
 PORT ORANGE, FL 32129

BUSINESS TYPE	CODE	COUNT	TAX
Architect or Engineer	461AE		\$30.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
 POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Exhibit G
Request for Taxpayer Identification Number and Certification
(W-9 Form)

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Quentin L. Hampton Associates, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC
☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
PO Drawer 290247

6 City, state, and ZIP code
Port Orange, FL 32129-0247

7 List account number(s) here (optional)

Requester's name and address (optional)
**City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117**

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
5	9			-	1	2	2	1	2	6	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Maurice L. Hunt* Date ▶ *11/11/15*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

- a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

- c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

- e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or thirty (30) days after closing, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Qualification authorizes release of your firm's credit data to City of Holly Hill.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/Qualification package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the City in the event we are forced to litigate the public records status of the company's documents.

DATED this 12th day of November, 2015.

Quentin L. Hampton Associates, Inc.

(Name of PROPOSER)

[Signature]

(Signature of person signing FORM)

Brad T. Blais, P.E.

(Printed name of person signing FORM)

President

(Title of person signing FORM)

Project Number: RFQ-ENG-15-01

Sworn to and subscribed before me

This 12th day of November, 2015.

[Signature]

Signature of Notary (& Stamp)

Notary Public, State of

Florida

Personally Known ☒ or

Produced Identification [initials]

(type of identification)



THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

**PUBLIC ENTITY CRIME SWORN STATEMENT (FORM PUR 7068)
SWORN STATEMENT UNDER SECTION 287.133(3)(A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to City of Holly Hill
[print name of public entity]

by Brad T. Blais, P.E., President
[print individual's name and title]

for Quentin L. Hampton Associates, Inc.
[print name of entity submitting sworn statement]

whose business address is:

4401 Eastport Parkway, Port Orange, FL 32129

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1221261
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public

entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

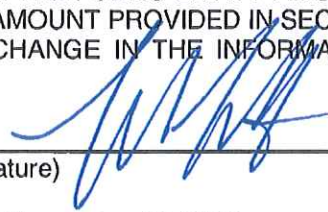
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature) 

Date: November 12, 2015

Sworn to and subscribed before me this 12th day of November, 2015.

Personally known ✓

Or Produced identification _____

(Type of Identification)

Notary Public – State of Florida

My commission expires _____



Erika S. Lustik
(Printed, typed or stamped
commission name of notary public)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that **Quentin L. Hampton Associates, Inc.** does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Qualification, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

DATED this 12th day of November, 2015.

Quentin L. Hampton Associates, Inc.
(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

Brad T. Blais, P.E.
(Printed name of person signing FORM)

President
(Title of person signing FORM)

Sworn to and subscribed before me
This 12th day of November, 2015.

Erika S. Lustik
Signature of Notary (& Stamp)
Notary Public, State of
Florida
Personally Known ✓ or
Produced Identification _____
(type of identification)

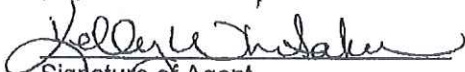


THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

INSURANCE CONFIRMATION

On behalf of our client, Quentin L Hampton & Associates, Inc.

and by acknowledging with signature below, we have read and understand the insurance requirements for this Solicitation and Agreement. We can and will provide a Certificate of Insurance (COI) that is compliant with the insurance requirements stated in this Solicitation and Agreement should our client be awarded the project.


Signature of Agent

Kelly Whitaker, Agent
Print Name & Title

Caton Hosey Insurance
Agency

3731 Nova Road, Port Orange, FL 32129
Address

City of Holly Hill
Project # & Title

11-12-2015
Date

INSURANCE CONFIRMATION

On behalf of our client, Quentin L. Hampton Associates, Inc.

and by acknowledging with signature below, we have read and understand the insurance requirements for this Solicitation and Agreement. We can and will provide a Certificate of Insurance (COI) that is compliant with the insurance requirements stated in this Solicitation and Agreement should our client be awarded the project.

Tom Kye
Signature of Agent

Thomas Kye, Professional Liability Specialist
Print Name & Title

USI Insurance Services LLC
Agency

1715 N Westshore Blvd, Suite 700, Tampa, FL 33607
Address

Project # & Title

November 12, 2015
Date



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: October 8, 2019
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Professional Services for the Project Lift Station #10 Rehabilitation Not to Exceed \$33,160.00; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2019-R-68
APPLICANT:
PLANNER:

DISCUSSION:

During an evaluation of the City's lift stations it was determined that Lift Station #10, located at 410 Dorothy Ave, is in need of refurbishing. This lift station improvement project was proposed due to the age (over 50 years) and the condition of the lift station. A complete upgrade including the pumps, rails, piping, electrical, and control equipment are to be installed. The proposed refurbishing is consistent with the need to upgrade facilities to reach full compliance with the Department of Environmental Protection standards and protect health, safety and welfare of our citizens.

This scope of services from Mead and Hunt, Inc., includes the design, permitting, bidding services, construction administration, and inspection services required to completely rehabilitate Lift Station #10. The design engineering services include data collection, preliminary design, final design, preparation of specifications, permitting, and completion of bidding. Construction services include contract administration, inspection, preparation of record drawings, and certification of project completion to permitting agencies.

FISCAL ANALYSIS:

The City entered into a Continuing Services Contract with Mead & Hunt (formerly Quentin L. Hampton) in December 2015. The initial term of this contract is five (5) years.

Funding for this project has been included in Fiscal Year budget 2019/2020. The Project Code is 20WW03. \$33,160.00 for this engineering design has been budgeted in account number 407-8110-580.63-00.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services to facilitate the improvements to Lift Station #10.

COMMISSION GOALS:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT LIFT STATION #10 REHABILITATION NOT TO EXCEED \$33,160.00.

ATTACHMENTS:

- Mead & Hunt Scope of Svcs & Fee Estimate (PDF)
- Engineering Services Agreement - Mead & Hunt, Inc. Merged with QLH 2017 (PDF)

Resolution No. 2019-68

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT LIFT STATION #10 REHABILITATION NOT TO EXCEED \$33,160.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT LIFT STATION #10 REHABILITATION (20WW02) NOT TO EXCEED \$33,160.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill approved the proposed capital project as part of the fiscal year 2019-20 budget; and

WHEREAS, the City has a continuing services agreement with and has received a proposal from Mead and Hunt, Inc., to perform the engineering services for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services for the project Lift Station #10 Rehabilitation not to exceed \$33,160.00.

SECTION 2. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of OCTOBER, 2019.



Quentin L. Hampton Associates
Civil and Environmental Engineers
A Mead & Hunt Company

April 2, 2018

Walt Smyser
Public Works Deputy Director
City of Holly Hill
453 LPGA Boulevard
Holly Hill, FL 32117

Email: wsmyser@hollyhillfl.org
Hard Copy Mailed Only on Request

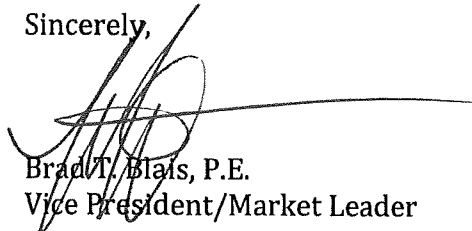
**CITY OF HOLLY HILL
LIFT STATION #10 REHABILITATION
SCOPE OF SERVICES AND FEE ESTIMATE**

Dear Mr. Smyser:

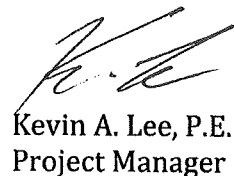
QLH, A Mead & Hunt Company, is pleased to provide this engineering scope of services and fee estimate for the above referenced project. The attached scope of services addresses the work activities we understand to be required. The scope includes design, permitting, bidding services, construction administration, and inspection. We have established an allowance for survey and electrical sub-consultant effort.

The attached scope of services is in conformance with our professional services agreement. We look forward to the opportunity to serve the City of Holly Hill on this and future projects. If you have any questions or comments, please contact our office.

Sincerely,



Brad T. Blais, P.E.
Vice President/Market Leader



Kevin A. Lee, P.E.
Project Manager

BTB/KAL:bf

Enclosures: Scope of Services, Fee Estimate

4401 Eastport Parkway
P.O. Box 290247
Port Orange, Florida 32129-0247

Phone: (386) 761-6810
Fax: (386) 761-3977
www.qlha.com

**CITY OF HOLLY HILL
LIFT STATION #10 REHABILITATION
SCOPE OF SERVICES**

The City of Holly Hill and QLH, A Mead & Hunt Company, entered into a Master Services Agreement for Engineering Services dated effective December 4, 2015 is referred to herein as the Contract. The contract was assigned to Mead & Hunt, Inc. effective June 30, 2017.

GENERAL

This scope of services provided to the City of Holly Hill includes the design, permitting, bidding services, construction administration, and inspection services required to completely rehabilitate lift station #10.

The design engineering services include data collection, preliminary design, final design, preparation of specifications, permitting, and completion of bidding.

Construction services include contract administration, inspection, preparation of record drawings, and certification of project completion to permitting agencies.

BASIS OF DESIGN

The rehabilitation of this lift station is required due to its age and condition. Upgrades will convert the lift station from a can style to submersible pumps including removal of the existing hardware and the installation of new submersible pumps, rails, pipes, and controls. QLH will be responsible for complete design plans, permits with regulatory agencies, and preparation of plans and bid documents to accomplish this work.

DESIGN

During the design phase, QLH will complete the following work:

- Collection of field information to supplement surveys.
- Coordination of survey and utility locates.
- Preparation of design plans. Minimum plan requirements include: civil drawings, which accurately depict existing features and proposed improvements. Drawings shall include plan sheets, and detail drawing as required.
- Lettering size of plans shall be suitable for one-half size reduced drawings.
- Preparation of Contract Documents, Contract Documents is defined as general conditions of the construction contract and include, but are not limited to, the Drawings, Specifications, and front-end documents (Bid, Agreement, General Conditions, Supplementary Conditions, and Post Bid Documentation).
- A minimum of two (2) review meetings with City Staff (one at 60% design and 90% design completion).
- Submittal of two (2) sets of plans and specifications to the City for review and comment at each of the above design meetings.

- Submittal of an Engineer's preliminary opinion of cost shall be at 90% design submittal. Costs estimated will be itemized with unit costs indicated as appropriate.
- Incorporation of the City Staff review comments in the Contract Documents.
- Furnish two (2) sets and one (1) electronic copy of the contract documents to the City for staff use during construction.
- At completion of the project, QLH will supply two (2) hard copies and one (1) electronic copy of as-builts.

PERMITTING

During the bidding phase, QLH will complete the following permitting work:

- Preparation and submittal of permit applications at the 90% stage including FDEP Wastewater Collection System permit and respond to reasonable requests for additional information required from the permitting agencies.
- Submittal of completion certifications, prepare a comprehensive set of (as-built) record drawings and requests for clearances from the permitting agencies upon completion of construction.

BIDDING – PACKAGE DEVELOPMENT, COORDINATION, AND CERTIFICATION

During the bidding phase, QLH will complete the following:

- Provide advertisement for bids to the City staff for publishing in the legal newspaper by the City.
- Prior to advertising, provide the City with a current opinion of cost in writing.
- Provide one (1) set of contract documents (including drawings) to the City's purchasing coordinator.
- Distribute Plans and Specifications to Contractors and Suppliers.
- Clarify plans and specifications based on requests for information and prepare and distribute addenda.
- Conduct a pre-bid meeting. Prepare minutes of the meeting and distribute to all attendees and plan holders.
- Attend the bid opening and collect a copy of each bid submitted.
- Review and check the bids and prepare a detailed bid tabulation.
- Contact the lowest responsive bidder and obtain references, if not familiar to QLH.
- Prepare an award recommendation letter.
- After bid is awarded by the City Commission, prepare a construction contract, (five sets required), and mail the contracts to the Contractor. The Contractor is to return the construction contracts to QLH for review of the contract, insurance certificates and bonds. Provide an electronic copy of the construction plans to the City.

CONSTRUCTION ADMINISTRATION

QLH will attend all pre-construction meetings, monthly coordination meetings, and final inspection meeting. This task will also include construction contract administration to include the processing of all pay requests, change orders, and final punch list items.

INSPECTION SERVICES

QLH will supply a fully qualified resident project representative (RPR) for full time or part time inspection for the duration of the project, as the City desires. The inspector will observe the construction activities, verify conformance with contract documents, review/observe all required tests, maintain a detailed log including red-line construction drawings, field verify all work quantities, collect/forwards complaints, and field direct the contractor as necessary. Quality control will be completed by a Certified Inspection Supervisor and the Project Manager in the form of field visits and work product review. This will include all final required inspections for the following: electrical, structural, and mechanical.

PROPOSED FEES

QLH shall complete the above services for a total price of **\$33,160**. All fees except for RPR effort shall be lump sum. RPR time will be billed at an hourly rate for actual hours expended. It is estimated the project will require 100 hours of inspection time or an average of 20 hours per week for five (5) weeks.

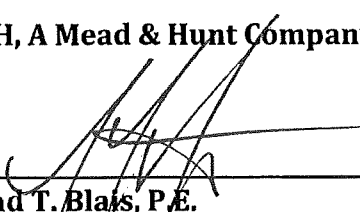
Design & Permitting	\$10,930	Lump Sum
Bidding	\$4,180	Lump Sum
Construction Administration	\$7,850	Lump Sum
Project Representative	\$6,500	Time and Expense
Subconsultant/Reimbursables	<u>\$3,700</u>	Actual Cost
TOTAL	\$33,160	

EXCLUSIONS

This scope of services does not include any wetland permitting, or hazardous material assistance.

QLH, A Mead & Hunt Company

City of Holly Hill, Florida


 Brad T. Blais, P.E.
 Vice President/Market Leader

Date

4/13/18

Date

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF QLH, A MEAD & HUNT COMPANY (QLH), MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF HOLLY HILL, 1065 RIDGEWOOD AVENUE, HOLLY HILL, FL 32117, City Clerk, Valerie Manning, (386) 248-9441, vmanning@hollyhillfl.org.

ATTACHMENT 'B'
CITY OF HOLLY HILL
LIFT STATION #10 REHABILITATION
FEE ESTIMATE AND MANHOURS

Task No.	Description	Project Manager (hours)	Project Engineer (hours)	CAD Technical (hours)	Construction Project Rep. (Hours)	Clerical (hours)	Subconsultant / Allowances	Total Task (\$)
	Hourly Rate	\$175	\$140	\$75	\$65	\$50	See Below	See Below
1	Design and Permitting	12	32	50	0	12	\$ -	\$ 10,930
2	Bidding Assistance	4	12	0	0	16	\$ 1,000	\$ 4,180
3	Construction Administration	12	30	10	100	12	\$ 200	\$ 14,350
	Survey	0	0	0	0	0	\$ 1,200	\$ 1,200
	Electrical Design	0	0	0	0	0	\$ 1,500	\$ 1,500
	Printing/Permit Fee	0	0	0	0	0	\$ 1,000	\$ 1,000
	TOTAL ALL TASKS	28	74	60	100	40	\$ 4,900	\$ 33,160



Quentin L. Hampton Associates
Civil and Environmental Engineers
A Mead & Hunt Company

July 10th, 2017

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

RE: Services Agreement for General **Engineering Services** with Quentin L. Hampton Associates, Inc.

CONTRACT ASSIGNMENT

WHEREAS, Mead & Hunt, Inc. (Mead & Hunt) has merged with Quentin L. Hampton, Associates, Inc. (QLH) and has retained employees of QLH as of June 30, 2017;

WHEREAS, The City of Holly Hill and QLH has entered into an (Agreement) for engineering services dated December 4th, 2015; and

WHEREAS, QLH wishes to assign its duties under the Agreement by written consent from The City of Holly Hill; to Mead & Hunt; and

NOW, THEREFORE, effective June 30, 2017 all rights, title and interest in the Agreement between The City of Holly Hill and QLH is hereby assigned and transferred to Mead & Hunt. Mead & Hunt accepts said assignment and agrees to perform the remaining obligations of QLH under the Agreement with the retained employees of QLH. Mead & Hunt shall be entitled to all monies remaining to be paid under the Agreement, which right is also assigned hereunder. All other terms and conditions shall remain in full force and effect.

This Agreement supersedes all previous negotiations, commitments, or any other Agreement with respect to the matter hereof.

Approved:

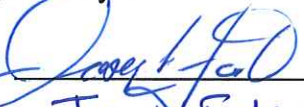
Approved:

Accepted:

City of Holly Hill

Quentin L. Hampton Associates, Inc.

Mead & Hunt, Inc.

By: 

By: 

By: 

Name: Joseph Forte

Name: BRAD BLAIS

Name: Andrew J. Platz

Title: City Manager

Title: PRESIDENT

Title: President

The above person is authorized to sign for
Client and bind the Client to the terms
hereof.

Date: 8/23/17

Date: 7/6/17

Date: 8/23/17



Quentin L. Hampton Associates
Civil and Environmental Engineers
A Mead & Hunt Company

July 10th, 2017

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

RE: Transferring of Contract and associated projects from QLH to Mead & Hunt, Inc.

Dear Mr. Forte,

We are pleased to announce that Quentin L. Hampton, Associates, Inc. (QLH) has merged with Mead & Hunt, Inc. (Mead & Hunt) as of June 30, 2017. This merger will increase the service offerings and capabilities available to our clients, but will not change the personnel assigned to your projects or affect the personalized service you have come to expect from QLH. All QLH employees have been retained and their roles and terms of service have not changed. We are requesting to exercise the assignment terms of the current engineering services contract(s), as written.

Mead & Hunt, an employee-owned corporation, provides professional services in architecture, engineering, planning, and historic preservation to diverse markets including dams and hydropower, food and beverage processing, military, municipal infrastructure, renewable energy, transportation (aviation, highways and bridges) and water resources throughout the United States. Founded in 1900, the firm employs about 600 employees from more than 30 offices located across the nation.

Please find enclosed two Contract Assignments for your signature. Please sign and return in the self-addressed stamped envelope and keep one for your records. If you have any questions regarding the Contract Assignment, please call Dawn Zanto at (608) 273-6380.

Thank you for your immediate attention in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Brad T. Blais'.

Brad T. Blais, P.E.

Enclosure: Contract Assignment

SECTION 6
Services Agreement

CITY OF HOLLY HILL
SERVICES AGREEMENT FOR
GENERAL ENGINEERING SERVICES
With **QUENTIN L. HAMPTON ASSOCIATES, INC.**
(REQUEST FOR QUALIFICATION RFQ-ENG-15-01)

THIS AGREEMENT is made and entered into this 4TH day of DEC, 2015, by and between <<consultant>>, a Florida corporation authorized to do business in the State of Florida, with its principal place of business at <<consultant address>>, hereinafter referred to as the CONSULTANT whose Federal I.D. number is 59-1221261, and City of Holly Hill, a Municipal Corporation of the State of Florida, by and through its Commissioners, whose principal place of business is at 1065 Ridgewood Ave., Holly Hill, Florida 32117, holding tax exempt status, hereinafter referred to as "CITY".

The CITY and the CONSULTANT are collectively referred to herein as the "parties".

WITNESSETH:

WHEREAS, the CITY desires to retain the professional services of the CONSULTANT; for the work identified in the Request For Qualifications (RFQ) and description of services outlined in Exhibit A; and

WHEREAS, the CONSULTANT has submitted a proposal for provision of those services; and

WHEREAS, the CITY desires to employ the CONSULTANT for the performance to support the activities, programs, and projects of the CITY upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing and providing such services upon said terms and conditions; and

WHEREAS, the CONSULTANT hereby warrants and represents to the CITY that it is competent and otherwise able to provide professional and high quality services to the CITY; and

WHEREAS, all submissions submitted by the CONSULTANT in the Qualifications/RFQ submitted to the CITY are hereby incorporated to the extent not inconsistent with the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

TABLE OF CONTENTS

SECTION 1: DEFINITIONS	3
SECTION 2: CAPTIONS	4
SECTION 3: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT	4
SECTION 4: NO GENERAL CITY OBLIGATION	4
SECTION 5: CONSULTANT UNDERSTANDING OF SERVICES REQUIRED	5
SECTION 6: GENERAL PROVISIONS	5
SECTION 7: CODES AND DESIGN STANDARDS	6
SECTION 8: SUB CONSULTANTS	6
SECTION 9: ASSIGNABILITY	7
SECTION 10: COMMENCEMENT / IMPLEMENTATION SCHEDULE OF AGREEMENT	7
SECTION 11: LENGTH OF AGREEMENT	7
SECTION 12: DESCRIPTION OF SERVICES	7
SECTION 13: CONSULTANT RESPONSIBILITIES	8
SECTION 14: CITY RIGHTS AND RESPONSIBILITIES	10
SECTION 15: WAIVER	12
SECTION 16: FORCE MAJEURE	12
SECTION 17: STANDARDS OF CONDUCT	12
SECTION 18: NOTICES	14
SECTION 19: DESIGNATED REPRESENTATIVES	14
SECTION 20: WORK ORDERS	15
SECTION 21: CHANGE ORDERS	16
SECTION 22: COMPENSATION	17
SECTION 23: INVOICE PROCESS	17
SECTION 24: TERMINATION OF AGREEMENT	18
SECTION 25: TERMINATION BY CONSULTANT FOR CAUSE	19
SECTION 26: TERMINATION BY THE CITY WITHOUT CAUSE	19
SECTION 27: PAYMENT IN THE EVENT OF TERMINATION	19
SECTION 28: ACTION FOLLOWING TERMINATION	20
SECTION 29: SUSPENSION	20
SECTION 30: ALTERNATIVE DISPUTE RESOLUTION (ADR)	20
SECTION 31: SEVERABILITY	20
SECTION 32: CONTROLLING LAWS/VENUE / INTERPRETATION	21
SECTION 33: INDEMNITY	21
SECTION 34: INSURANCE	22
SECTION 35: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION	23
SECTION 36: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS	24
SECTION 37: COUNTERPARTS	25
SECTION 38: SUBMITTALS	25
SECTION 39: MAINTENANCE OF RECORDS	25
SECTION 60: OWNERSHIP OF DOCUMENTS	25
SECTION 41: EXHIBITS	26
SIGNATURES	26

SECTION 1: DEFINITIONS.

Ad valorem - In proportion to the estimated value of the goods taxed.

Agreement – This document and all subsequent Work Orders between the CITY and CONSULTANT. Each Exhibit, as identified below, even if not physically attached, shall be treated as if they were part of this Agreement. The effective date of this Agreement is the date this document is signed by both parties.

Billing Period – The period of time between project commencement to the close of the current period, (inclusive); or from the close of the previous billing period, (exclusive), to the close of the current period, usually concurrent with the month. In no case shall this period be less than one calendar month except for the final Billing Period.

Bona Fide - Made or carried out in good faith; sincere.

CITY – The CITY of Holly Hill, a municipal corporation of the State of Florida holding tax exempt status.

CONSULTANT - To include all principals of the CONSULTANT including, but not limited to, full and part time employees, professional or otherwise, and all other agents employed by or for CONSULTANT to perform its obligations hereunder.

Description of Services - Shall be written in paragraph form reasonably describing those services the CITY can expect the CONSULTANT to provide. The description shall be written in such a manner that the type of service is clearly provided, but broad enough that all services reasonably expected of the CONSULTANT, including services provided by partners, sub CONSULTANTS, and other supporting professionals, can be provided to the CITY.

Designated Representative – A person who administers, reviews, and coordinates the provision of services. This definition applies equally to the CITY and to the CONSULTANT.

Force Majeure - Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Agreement is beyond the control and without the fault or negligence of the party seeking relief under this Agreement.

Law - Said phrase shall include statutes, codes, rules, and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

Pari Materia – of the same matter; on the same subject. Laws pari materia must be construed with reference to each other/together when related to the same matter or subject. The provisions of a contract/agreement are to be construed together with no isolated construction of a particular provision such that it would defeat the overall intent of the contract/agreement.

Submittals – Any item required by this agreement that the CONSULTANT must provide the CITY either for inclusion as part of this agreement or not.

Type of Service – Engineering Services of a professional nature in accordance with the controlling provisions of law,

Work Order - A detailed description of quantities, services, and a completion schedule provided issued by the CITY on its approved form which, on occasion, may contain documents published on CONSULTANT letterhead describing all work associated with the service to be provided by the CONSULTANT to the CITY for an agreed price referencing this Agreement by title and date.

SECTION 2: CAPTIONS.

The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

SECTION 3: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.

- a) This Agreement, together with the Exhibits, constitutes the entire integrated Agreement between the CITY and the CONSULTANT and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits attached, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence, and statements, whether written or oral.
- b) This Agreement may only be amended, supplemented, or modified by a formal written amendment.
- c) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.
- d) The Exhibits made part of this Agreement are as follows:
 - Exhibit A - Scope of Services
 - Exhibit B - Certificates Insurance
 - Exhibit C - Draft CITY Work Order Form
 - Exhibit D - ADA Form
 - Exhibit E - Price Schedule
 - Exhibit F - Business Tax Receipt
 - Exhibit G - W-9
 - Exhibit H - Request for Qualifications RFQ-ENG-15-01
 - Exhibit I - CONSULTANT Submittal under RFQ-ENG-15-01

SECTION 4: NO GENERAL CITY OBLIGATION.

- a) In no event shall any obligation of the CITY under this Agreement be or constitute a general obligation or indebtedness of the CITY, a pledge of the ad valorem taxing power of the CITY or a general obligation or indebtedness of the CITY within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds
- b) The CONSULTANT shall not have the right to compel the exercise of the ad valorem taxing power of the CITY.

SECTION 5: CONSULTANT UNDERSTANDING OF SERVICES REQUIRED

- a) Execution of this Agreement by the CONSULTANT is a representation that the CONSULTANT is familiar with local conditions and with the services to be performed. The CONSULTANT shall make no claim for additional time or money based upon its failure to comply with this Agreement. The CONSULTANT has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services and/or goods described in this Agreement and to be identified in the Work Orders, and that it is well acquainted with the components that are properly and customarily included within such projects and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. Execution of a Work Order shall be an affirmative and irrefutable representation by the CONSULTANT to the CITY that the CONSULTANT is fully familiar with any and all requisite work conditions of the provisions of the services.
- b) The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the parties have relied.
- c) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONSULTANT (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONSULTANT is to be and shall remain forever an independent CONSULTANT with respect to all services performed under this Agreement.
- d) Persons employed by the CONSULTANT in the provision and performance of the services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.

SECTION 6: GENERAL PROVISIONS.

- a) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for the CONSULTANT certifies/certify that he/she/they is/are authorized to bind the CONSULTANT fully to the terms of this Agreement.
- b) This Agreement is for services pertaining to various Engineering and related services needed for the CITY's operations as set forth herein and as otherwise directed by the CITY to include all labor and materials that may be required.
- c) The CONSULTANT acknowledges that the CITY may retain other CONSULTANTS to provide the same types of services for CITY projects. The CITY reserves the right to select which CONSULTANT shall provide services for CITY projects.
- d) The CONSULTANT acknowledges that the CITY has retained other CONSULTANTS and the coordination between said CONSULTANTS and the CONSULTANT may be

necessary from time to time for the successful completion of each Work Order. The CONSULTANT agrees to provide such coordination as necessary.

- e) The CONSULTANT agrees to provide and ensure coordination between goods/ services providers.
- f) Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement to include, but not be limited to, each Work Order. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement and each Work Order.
- g) CONSULTANT shall maintain an adequate and competent staff or professionally qualified persons throughout the performance of this Agreement to ensure acceptable and timely completion of each Work Order.
- h) Requirements for signing and sealing plans, reports, and documents prepared by the CONSULTANT shall be governed by the laws and regulations of Volusia County and State Regulatory agencies.
- i) The CONSULTANT hereby guarantees the CITY that all material, supplies, services, and equipment as listed on a Purchase Order meet the requirements, specifications, and standards as provided for under the Federal Occupations Safety and Health Act of 1970, from time to time amended and in force on the date hereof.
- j) No claim for services furnished by the CONSULTANT not specifically provided for herein shall be honored by the CITY.

SECTION 7: CODES AND DESIGN STANDARDS

- a) All the services to be provided or performed by the CONSULTANT shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any Federal, State, or local regulatory agencies.
- b) The CONSULTANT shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement.

SECTION 8: SUB CONSULTANTS.

- a) Any CONSULTANT proposed Sub CONSULTANT shall be submitted to the CITY for written approval prior to the CONSULTANT entering into a subcontract. Sub CONSULTANT information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment, and insurance certifications.
- b) The CONSULTANT shall coordinate the provision of services and work product of any CITY approved sub CONSULTANT and remain fully responsible for such services and work under the terms of this Agreement.
- c) Any subcontract shall be in writing and shall incorporate this Agreement and require the sub CONSULTANTS to assume performance of the CONSULTANT duties commensurately with the CONSULTANT's duties to the CITY under this Agreement, it being understood that

nothing herein shall in any way relieve the CONSULTANT from any of its duties under this Agreement. The CONSULTANT shall provide the CITY with executed copies of all subcontracts.

SECTION 9: ASSIGNABILITY.

The CONSULTANT shall not sublet, assign, or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

SECTION 10: COMMENCEMENT / IMPLEMENTATION SCHEDULE OF AGREEMENT.

- a) The CONSULTANT shall commence the provision of services as described in this Agreement immediately upon execution of this Agreement and issuance of a Work Order.
- b) The CONSULTANT and the CITY agree to make every effort to adhere to the schedules established for the various Work Orders as described in each Work Order. However, if the CONSULTANT is delayed at any time in the provision of services by any act or omission of the CITY, or of any employee of the CITY, or by any other CONSULTANT employed by the CITY, or by changes ordered by the CITY, or by strikes, lock outs, fire, unusual delay in transportation, unavoidable casualties, or any other causes of Force Majeure not resulting from the inactions or actions of the CONSULTANT and beyond the CONSULTANT's control which would not reasonably be expected to occur in connection with or during performance or provision of the services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. It is further expressly understood and agreed that the CONSULTANT shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 11: LENGTH OF AGREEMENT.

- (a). The term of this Contract is five (5) years commencing on the date of full execution of this Contract by the parties.
- (b). The CONTRACTOR services shall begin upon written notification to proceed by the CITY.
- (c). CONTRACTOR services shall be on a work order basis and may include matters such as serving as an expert witness.
- (d). Subsequent to the conclusion of the initial five (5) year term, this Contract may be renewed by the City Manager for an additional two (2), one (1) year periods. Should the CITY wish to not have this Contract renewed for any year, the CITY shall provide written notice to the CONTRACTOR ninety (90) days prior to the ending date.

SECTION 12: DESCRIPTION OF SERVICES.

- a) The CONSULTANT agrees to perform diverse engineering services for the CITY relating to various projects of the CITY. The Description of Services is further and more specifically outlined in Exhibit A.

- b) The CONSULTANT shall diligently and in a professional and timely manner perform and provide the services outlined herein or as included in each subsequently entered Work Order. Unless modified in writing by the parties hereto, the duties of the CONSULTANT shall not be construed to exceed the provision of the services pertaining to this Agreement.
- c) The CITY and CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during the performance of the Work Orders that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as a Change Order in accordance with Section 20. The Work Orders may contain additional instructions or provide specifications upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 13: CONSULTANT RESPONSIBILITIES.

- a) CONSULTANT, in representing CITY, shall promote the best interest of CITY and assume towards CITY a duty of the highest trust, confidence, and fair dealing.
- b) The CONSULTANT agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida and in Broward County, Florida, including, but not limited to, all licenses required by the respective State boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONSULTANT pursuant to this Agreement.
- c) The CONSULTANT agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.
- d) The CONSULTANT has represented to the CITY that it has expertise in the type of professional services that will be required for the services to be provided hereunder. The CONSULTANT agrees that all services to be provided by CONSULTANT pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONSULTANT hereunder. In the event of any conflicts in these requirements, the CONSULTANT shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.
- e) The CONSULTANT shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by the CONSULTANT under this Agreement as well as the conduct of its staff, personnel, employees, and agents. The CONSULTANT shall work closely with the CITY on all aspects of the provision of the services. With respect to services, the CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONSULTANT under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors or

deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

- f) The CONSULTANT agrees to employ and designate, in writing, within five (5) calendar days after receiving its Notice to Proceed, a qualified licensed professional to serve as the CONSULTANT's project manager (hereinafter referred to as the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement. The CONSULTANT agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the CONSULTANT hereunder. The person selected by the CONSULTANT to serve as the Project Manager shall be subject to the prior approval and acceptance of the CITY.
- g) CONSULTANT agrees, within fourteen (14) calendar days of receipt of a written request from the CITY, to promptly remove and replace the Project Manager, or any other personnel employed or retained by the CONSULTANT, or any sub-consultants or subcontractors or any personnel of any such sub-consultants or subcontractors engaged by the CONSULTANT to provide and perform services or work pursuant to the requirements of this Agreement, whom the CITY shall request in writing to be removed, which request may be made by the CITY with or without cause.
- h) Neither CITY review, approval, or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. The CONSULTANT shall be and shall remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONSULTANT's negligent or improper performance or failure to perform any of the services furnished under this Agreement.
- i) The rights and remedies of the CONSULTANT, provided for under this Agreement, are in addition to any other rights and remedies provided by law.
- j) In the event the CONSULTANT fails to comply with the terms and conditions of this Agreement, the CITY shall notify the CONSULTANT's Designated Representative in writing so that the CONSULTANT may take remedial action.
- k) Time is of the essence in the performance of all services provided by the CONSULTANT under the terms of this Agreement and each and every Work Order.
- l) CONSULTANT agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONSULTANT's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONSULTANT hereunder, and CONSULTANT shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this paragraph.
- m) CONSULTANT agrees to certify all estimates of construction costs and Project completion dates prepared by the CONSULTANT. Said certifications shall be in a form approved by the CITY.

- n) Evaluations of the CITY's Project budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the CONSULTANT represent the CONSULTANT's best judgment as a design professional familiar with the construction industry. Prior to authorizing the CONSULTANT to proceed with preparation of the Final Design, the CITY may establish and communicate to the CONSULTANT a maximum sum for the cost of construction of the Project ("Maximum Cost Limit"). If the CITY has not advertised for bids within ninety (90) days after the CONSULTANT submits the Final Design to the CITY, the estimate of the cost of construction may be adjusted. The CONSULTANT cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the CONSULTANT. Notwithstanding anything above to the contrary, the CITY may require the CONSULTANT to revise and modify Construction Documents and assist in the re-bidding of the Work at no additional cost to the CITY if all responsive and responsible bids received exceed the Maximum Cost Limit.
- o) CONSULTANT shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors.

SECTION 14: CITY RIGHTS AND RESPONSIBILITIES.

- a) The CITY shall furnish a Designated Representative to act as CITY's representative with respect to the services to be rendered under this Agreement (hereinafter referred to as the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to CONSULTANT's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONSULTANT that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:
 - (1) The time the CONSULTANT is obligated to commence and complete all such services; or
 - (2) The amount of compensation the CITY is obligated or committed to pay the CONSULTANT.
- b) The Project Coordinator shall:
 - (1) Review and make appropriate recommendations on all requests submitted by the CONSULTANT for payment for services and work provided and performed in accordance with this Agreement;
 - (2) Provide all criteria and information requested by CONSULTANT as to CITY's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;
 - (3) Upon request from CONSULTANT, assist CONSULTANT by placing at CONSULTANT's disposal all available information in the CITY's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project
 - (4) Arrange for access to and make all provisions for CONSULTANT to enter the Project site to perform the services to be provided by CONSULTANT under this Agreement; and

- (5) Provide notice to CONSULTANT of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by CONSULTANT hereunder.
- c) CITY shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for a project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.
 - d) The CITY shall reasonably cooperate with the CONSULTANT in a timely fashion at no cost to the CONSULTANT as set forth in this Section.
 - e) The CITY shall make CITY personnel available where, in the CITY's opinion, they are required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely at the discretion of the CITY.
 - f) The CITY shall furnish the CONSULTANT with existing data, records, maps, plans, specifications, reports, fiscal data, and other planning information that is available in the CITY's files that is necessary or useful to the CONSULTANT for the performance of the Work. All such documents conveyed by the CITY shall be, and remain the property of, the CITY and shall be returned to the CITY upon completion of the Work to be performed by the CONSULTANT.
 - g) The CITY shall examine all CONSULTANT reports, sketches, drawing, estimates, Qualifications, and other documents presented to the CITY and indicate the CITY's approval or disapproval within a reasonable time so as not to materially delay the provisions of the services of the CONSULTANT.
 - h) The CITY shall provide access to and make provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT within a reasonable time to perform work as necessary to complete the Work Order. The CONSULTANT acknowledges that access to a project site, to be arranged by CITY for CONSULTANT, may be provided during times that are not the normal business hours of the CONSULTANT.
 - i) The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Agreement.
 - j) The CITY shall give written notice to the CONSULTANT whenever the CITY designated representative knows of a development that affects the services provided and performed under this Agreement, timing of the CONSULTANT's provision of services, or a defect or change necessary in the services of the CONSULTANT.
 - k) The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law; the CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Agreement.
 - l) The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Agreement or the responsibilities of the CONSULTANT in carrying out the duties and responsibilities deriving from this Agreement.

- m) The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.
- n) Neither the CITY's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor or any cause of action arising out of the performance of this Agreement and the CONSULTANT shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONSULTANT's negligent or wrongful provision or performance of any of the services furnished under this Agreement.
- o) All deliverable analysis, reference data, survey data, plans and reports, or any other form of written instrument or document that may result from the Consultant's services or have been created during the course of the CONSULTANT's performance under this Agreement shall become the property of the CITY after final payment is made to the CONSULTANT.
- p) In the event the CITY fails to comply with the terms and conditions of this Agreement, the CONSULTANT shall notify the CITY's Designated Representative in writing so that the CITY may take remedial action.

SECTION 15: WAIVER.

The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 16: FORCE MAJEURE.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure.

SECTION 17: STANDARDS OF CONDUCT.

- a) The CONSULTANT warrants that it has not employed or retained any company or person, other than a Bona Fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual, or firm other than a Bona Fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.
- b) If the CITY determines that any employee or representative of the CONSULTANT is not satisfactorily performing his or her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, the CITY shall so notify the CONSULTANT, in writing. The CONSULTANT shall immediately remove such employee or representative of the CONSULTANT from such assignment.

- c) The CONSULTANT hereby certifies (in writing) that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONSULTANT, or any interest in property that the CONSULTANT may have. The CONSULTANT further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Agreement.
- d) The CONSULTANT shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.
- e) The CITY shall not intentionally award publicly-funded contracts to any CONSULTANT who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationality Act (INA)]. The CITY shall consider the employment by the CONSULTANT of unauthorized aliens, a violation of Section 274A (e) of the INA. Such violation by the CONSULTANT of the employment provisions contained in Section 274A (e) of the INA shall be grounds for immediate termination of this Agreement by the CITY.
- f) The CONSULTANT shall comply with the requirements of the Americans with Disabilities Act (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.
- g) The CONSULTANT shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection, or discrimination.
- h) If the CONSULTANT or an affiliate is placed on a discriminatory vendor list, such action may result in termination by the CITY. The CONSULTANT shall certify, upon request by the CITY that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.
- i) If the CONSULTANT or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination by the CITY. The CONSULTANT shall certify, upon request by the CITY, that is qualified to submit a bid under Section 287.133, Public Entity Crime, (2)(a), Florida Statutes.
- j) The CONSULTANT shall certify, upon request by the CITY, that the CONSULTANT maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.
- k) The CONSULTANT agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the services provided to the CITY. The CONSULTANT agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment safety, environmental and health laws.

- l) If applicable, in accordance with Section 216.347, Florida Statutes, the CONSULTANT shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the Judicial Branch, or State Agency.
- m) The CONSULTANT shall not publish any documents or release information regarding this Agreement to the media without prior approval of the CITY.
- n) The CONSULTANT shall ensure that all services are provided to the CITY after the CONSULTANT has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.
- o) The CONSULTANT shall ensure that all taxes due from the CONSULTANT are paid in a timely and complete manner including, but not limited to, occupational license tax.

SECTION 18: NOTICES.

- a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.
- b) For the present, the parties designate the following as the representative places for giving of notice, to-wit:
 - (1). For the CITY:
Joseph Forte, City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117
(386)248-9425
 - (2). For the CONSULTANT:
Brad T. Blais, P.E., President
Quentin L. Hampton Associates, Inc.
PO Drawer 290247
Port Orange, FL 32129
Telephone Number: (386) 761-6810
E-mail Address: bblais@qlha.com
- c) Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONSULTANT agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice, or any other grounds as a substitute for the failure of the CONSULTANT to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

SECTION 19: DESIGNATED REPRESENTATIVES.

- a) The City Manager, or his designated representative, represents the CITY in all matters pertaining to and arising from the work and the performance of this Agreement.
- b) The City Manager or his designated representative shall have the following responsibilities:
 - (1) Examination of all work and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT;
 - (2) Transmission of instructions, receipt of information, and interpretation and definition of CITY's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;
 - (3) Giving prompt written notice to the CONSULTANT whenever the CITY knows of a
- c) Until further written notice, the CITY's Designated Representative for this Agreement is:

City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32164
Telephone Number: (386) 248-9425
- d) Prior to start of any work under this Agreement, the CONSULTANT shall submit to the CITY detailed resumes of key professional personnel that will be involved in performing services described in the work. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the CONSULTANT desires to change key professional personnel in an active assignment, it shall submit the Qualifications of the new professional personnel to the CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.
- e) Until further written notice, the CONSULTANT's Designated Representative for this Agreement is:

Brad T. Blais, P.E., President
Quentin L. Hampton Associates, Inc.
PO Drawer 290247
Port Orange, FL 32129
Telephone Number: (386) 761-6810
E-mail Address: bblais@qlha.com

SECTION 20: WORK ORDERS.

- a) The provision of services to be performed under this Agreement may commence immediately upon the execution of a Work Order as directed and determined by the CITY. Services to be provided by the CONSULTANT to the CITY shall be negotiated between the CONSULTANT and the CITY. Each Work Order shall reference this agreement by title and date, include a detailed description of quantities, services, and a completion schedule,

and will be provided on CONSULTANT letterhead. Services described in said Work Order will commence upon the issuance of a CITY Notice-To-Proceed.

- b) If the services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The CONSULTANT shall perform all services required by the Work Order but in no event shall the CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein.
- c) The CONSULTANT and the CITY agree to make every effort to adhere to the schedule established for the various Work Orders described in the Work Order.
- d) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, the CONSULTANT shall perform all work required by the Work Order; but in no event shall the CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Order.
- e) For Work Orders issued on a "Fixed Fee Basis," the CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.
- f) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONSULTANT may invoice the amount due for actual work hours performed; but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.
- g) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes. If the CITY determines that work is substantially complete and the amount retained, if any, is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.
- h) or Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONSULTANT may invoice the amount due for services actually performed and completed. The CITY shall pay the CONSULTANT one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

SECTION 21: CHANGE ORDERS.

- a) The CITY may revise the Description of Services set forth in any particular Work Order.
- b) Revisions to any Work Order shall be authorized in writing by the CITY as a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. The Change Orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. An Agreement between the parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and

to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONSULTANT schedule.

- c) If instructed by the CITY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The CONSULTANT must submit for CITY approval a revised Qualification with a revised fee quotation. Additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the work by Change Order to the Work Order.

SECTION 22: COMPENSATION.

- a) Compensation to the CONSULTANT for the services performed on each Work Order shall be as set forth the Work Order/Change Order or as set forth in Exhibit C which enumerates hourly rates and other charges of the CONSULTANT. The initial fee for the subject Project shall be as subsequently negotiated by the parties.
- b) The CITY shall not pay for items such as gas, tolls, mileage, meals, etc. and other items not directly attributable to items produced for each Work Order. All such costs incurred within the Volusia County area or in transit from The CONSULTANT's servicing office and the CITY shall be considered non- reimbursable.
- c) Work performed by the CONSULTANT without written approval by the CITY's Designated Representative shall not be compensated. Any work performed by the CONSULTANT without approval by the CITY is performed at the CONSULTANT's own election.
- d) In the event the CITY fails to provide compensation under the terms and conditions of this Agreement, the CONSULTANT shall notify the CITY's Designated Representative in order that the CITY may take remedial action.
- e) Pricing has been calculated based on the current prices for the goods and/or services that are the subject of the RFQ. However, the market for the goods and/or services that pertain to this RFQ may be volatile on the basis of fuel costs and sudden and substantial price increases could occur. The CONSULTANT agrees to use its best efforts to obtain the lowest possible prices from fuel suppliers, but should there be a substantial and prejudicial increase in fuel prices for fuel that is purchased after execution of this Agreement which fuel prices directly and materially relate to the pricing of the goods and/or services provided for in this Agreement, the CITY agrees, upon written request from the CONSULTANT, to consider a reasonable adjustment to the prices set forth in this Agreement based upon the following index: Engineering News Record, Construction Cost Index, etc.. Any claim by the CONSULTANT for a price increase, as provided above, shall state, with specificity, the increased cost, the product in question, and the source of supply, and shall be supported by invoices or bills of sale and such other information as may be required by the CITY. Only one (1) such request from the CONSULTANT will be considered in each calendar year period. The decision of the CITY shall be final and non-appealable

SECTION 23: INVOICE PROCESS.

- a) Payments shall be made by the CITY to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONSULTANT shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing all services, a Project Status Report, the cost of the services, the name and address of the CONSULTANT, Work Order Number, Purchase Order Number, Contract Number and all other information required by this Agreement.
- b) Invoices which are in an acceptable form to the CITY and without disputable items will be processed for payment in accordance with the *Florida Prompt Payment Act*.
- c) The CONSULTANT will be notified by the CITY of any disputable items contained in invoices in accordance with the *Florida Prompt Payment Act* with an explanation of the deficiencies.
- d) The CITY and the CONSULTANT will make every effort to resolve all disputable items contained in the CONSULTANT's invoices.
- e) Each invoice shall reference this Agreement, the appropriate Work Order and Change Order if applicable, Purchase Order, the billing period, and include a Project Status Report for the period being billed.
- f) The *Florida Prompt Payment Act* shall apply.
- g) Invoices are to be forwarded directly to the designated project manager:

CITY of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

SECTION 24: TERMINATION OF AGREEMENT.

- a) The CITY may terminate this Agreement or any Work Order for convenience at any time for one or more of the reasons as follows:
 - (1) If, in the CITY's opinion, adequate progress under a Work Order is not being made by the CONSULTANT; or
 - (2) If, in the CITY's opinion, the quality of the services provided by the CONSULTANT is/are not in conformance with commonly accepted professional standards, standards of the CITY, the requirements of Federal or State regulatory agencies, and the CONSULTANT has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or
 - (3) The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT; or
 - (4) The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5) The CONSULTANT violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the CITY Code of Conduct.

- b) In the event of any of the causes described in this Section, the CITY's Designated Representative may send a certified letter requesting that the CONSULTANT show cause why the Agreement or any Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within fourteen calendar days of the receipt of the letter, the CITY may consider the CONSULTANT to be in default, and may immediately terminate this Agreement or any Work Order in progress under this Agreement.
- c) In the event that this Agreement or a Work Order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by the CONSULTANT.

SECTION 25: TERMINATION BY CONSULTANT FOR CAUSE.

- a) The CONSULTANT may terminate this Agreement if:
 - (1) The CITY materially fails to meet its obligations and responsibilities as contained in Section 14; CITY Rights and Responsibilities; or
 - (2) The CITY fails to pay the CONSULTANT in accordance with this Agreement.
- b) In the event of either of the causes described in Subsection (a), the CONSULTANT shall send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the CONSULTANT within fourteen calendar days of the receipt of said show cause notice, the CONSULTANT may consider the CITY to be in default, and may immediately terminate this Agreement.

SECTION 26: TERMINATION BY THE CITY WITHOUT CAUSE.

- a) Notwithstanding any other provision of this Agreement, the CITY Manager shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate any specific Work Order without cause, if such termination is deemed by the CITY to be in the public interest, provided that thirty (30) calendar days prior written notice is given to the CONSULTANT of the CITY's intent to terminate.
- b) In the event that this Agreement is terminated, the CITY shall identify any specific Work Order(s) being terminated and the specific Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.
- c) This Agreement will remain in full force and effect as to all authorized Work Order(s) that is/are to be continued to completion.

SECTION 27: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Agreement or any Work Order is terminated or canceled prior to final completion payment for the unpaid portion of the services provided by the CONSULTANT to the date of termination and any additional services shall be paid to the CONSULTANT.

SECTION 28: ACTION FOLLOWING TERMINATION.

Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue the provision of all services, unless the notice provides otherwise.

SECTION 29: SUSPENSION.

- a) The performance or provision of the CONSULTANT services under any Work Order under this Agreement may be suspended by the CITY at any time.
- b) In the event the CITY suspends the performance or provision of the CONSULTANT's services hereunder, the CITY shall so notify the CONSULTANT in writing. Such suspension becoming effective upon the date stated in the notice. The CITY shall pay to the CONSULTANT within thirty days all compensation which has become due to and payable to the CONSULTANT to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONSULTANT for the suspended provision of services unless and until the CITY's designated representative notifies the CONSULTANT in writing that the provision of the services of the CONSULTANT called for hereunder are to be resumed by the CONSULTANT.
- c) Upon receipt of written notice from the CITY that the CONSULTANT's provision of services hereunder are to be resumed, the CONSULTANT shall continue to provide the services to the CITY.

SECTION 30: ALTERNATIVE DISPUTE RESOLUTION (ADR).

- a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.
- b) The CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONSULTANT had knowledge and failed to present during the CITY procedures.
- c) In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 31: SEVERABILITY.

- a) If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

- b) All provisions of this Agreement shall be read and applied in Pari Materia with all other provisions hereof.
- c) Violation of this Agreement by the CONSULTANT is recognized by the parties to constitute irreparable harm to the CITY.

SECTION 32: CONTROLLING LAWS/VENUE / INTERPRETATION.

- a) This Agreement is to be governed by the laws of the State of Florida.
- b) Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Volusia County, Florida.
- c) This Agreement is the result of bona fide arm's length negotiations between the CITY and the CONSULTANT and all parties have contributed substantially and materially to the preparation of the Contract. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 33: INDEMNITY

- a) The CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed by the CONSULTANT in the performance of the contract.
- b) CITY and CONSULTANT acknowledge that the conditions of any construction contract shall include language, satisfactory to the CITY's attorney, in which the contractor agrees to hold harmless and to defend CITY, its agents and employees from all suits and actions, including attorney's fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed thereunder.
- c) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.
- d) In claims against any person or entity indemnified under this Section by an employee of the CONSULTANT or its agents or sub CONSULTANTS, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or its agents or sub CONSULTANTS, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.
- e) The execution of this Agreement by the CONSULTANT shall obligate the CONSULTANT to comply with the indemnification provision in this Agreement; however, the CONSULTANT must also comply with the provisions of this Agreement relating to insurance coverage's.

SECTION 34: INSURANCE.

- a) The CONSULTANT shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the CITY and with only such terms and conditions as may be acceptable to the CITY:
 - (1) Workers Compensation/Employer Liability: The CONSULTANT shall provide Worker Compensation insurance for all employees engaged in the work under this Agreement in accordance with the laws of the State of Florida. Employers' Liability Insurance at limits not less than the following:
 - \$500,000 Each Accident
 - \$100,000 Disease Each Employee
 - (2) Comprehensive General Liability: The CONSULTANT shall provide coverage for all operations including, but not limited to, contractual, independent CONSULTANT, products and complete operations and personal injury with limits not less than the following:
 - \$1,000,000 Bodily Injury & Property Damage - each occurrence
 - \$1,000,000 Personal & Advertising Injury - each occurrence
 - \$2,000,000 General Aggregate
 - (3) Comprehensive Business Automobile Liability: The CONSULTANT shall provide complete coverage with a combined single limit of not less than \$1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.
 - (4) Professional Liability: The CONSULTANT shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 CSL or its equivalent, with a combined single limit of not less than \$1,000,000, protecting the CONSULTANT against claims of the CITY for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the CONSULTANT.
 - (5) Other Required Insurance Coverage: Where unusual operations are necessary to complete the work, such as Longshoremen and Harbor Workers' Exposures, use of aircraft or watercraft, use of explosives, and any high risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the CITY which may, thereupon, required additional insurance coverage's.
- b) All insurance other than Workers Compensation and Professional Liability that must be maintained by the CONSULTANT shall specifically include the CITY as an additional insured. All insurance minimum coverage's extend to any sub- CONSULTANT, and the CONSULTANT shall be responsible for all sub CONSULTANTS.
- c) The CONSULTANT shall provide Certificates of Insurance to the CITY evidencing that all such insurance is in effect prior to the issuance of the first Work Order under this Agreement. These Certificates of Insurance shall become part of this Agreement. Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve the CONSULTANT of the CONSULTANT's full responsibility

for performance of any obligation including the CONSULTANT's indemnification of the CITY under this Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall, as soon as the CONSULTANT has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to the CITY, the CONSULTANT shall be deemed to be in default of this Agreement.

- d) The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty days prior notice will be given to the CITY by submission of a new Certificate of Insurance.
- e) The CONSULTANT shall provide Certificate of Insurance directly to the CITY's Designated Representative. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification required by this Agreement.
- f) The CONSULTANT shall provide updated Certificate of Insurance form(s) directly to the CITY's Designated Representative upon renewal of any policy.
- g) Nothing in this Agreement or any action relating to this Agreement shall be construed as the CITY waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.
- h) The CITY shall not be obligated or liable under the terms of this Agreement to any party other than the CONSULTANT. There are no third party beneficiaries to this Agreement.
- i) The CONSULTANT is an independent CONSULTANT and not an agent, representative, or employee of the CITY. The CITY shall have no liability except as specifically provided in this Agreement.
- j) All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.

SECTION 35: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION

The CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONSULTANT, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued there under, and any and all requirements of Federal or State law related thereto.

SECTION 36: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS

- a) The CONSULTANT shall maintain books, records, documents, time and costs accounts, and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.
- b) The CONSULTANT shall maintain and allow access to the records required under this Section for a minimum period of five years after the completion of the provision or performance services under this Agreement and date of final payment for said services, or date of termination of this Agreement.
- c) The CITY reserves the right to unilaterally terminate this Agreement if the CONSULTANT refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and other applicable law, and made or received by the CONSULTANT in conjunction, in any way, with this Agreement.
- d) The CITY may perform, or cause to have performed, an audit of the records of the CONSULTANT before or after final payment to support final payment under any Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONSULTANT and the CITY subsequent to the close of the final fiscal period in which services are provided or performed. Total compensation to the CONSULTANT may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONSULTANT. Conduct of this audit shall not delay final payment as required by this Section.
- e) In addition to the above, if Federal, State, County, or other entity funds are used for any services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or the County of Volusia, or any representative, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.
- f) In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Agreement, the CONSULTANT shall refund such overpayment to the CITY within thirty days of notice by the CITY of the request for the refund.
- g) The CONSULTANT agrees to fully comply with all State laws relating to public records.
- h) The CONSULTANT agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

SECTION 37: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

SECTION 38: SUBMITTALS.

The following are items the CONSULTANT must submit to the CITY as stated in this Agreement:

1. Certificates of Insurance
 - a) Worker compensation insurance for all employees; Section 33, Paragraph (a)
 - b) Certificates of Liability Insurance; Section 33, Paragraph (a)
2. American with Disabilities Act; Section 16, Paragraph (f)
3. Price Schedule
4. Business Tax Receipt
5. Request for Taxpayer Identification Number and Certification IRS Form W-9

All provided to the CITY must be accurate and updated certifying the CONSULTANT is proceeding correctly.

SECTION 39: MAINTENANCE OF RECORDS

CONSULTANT will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by CONSULTANT for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. OWNER, or any duly authorized agents or representatives of OWNER, shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

SECTION 40: OWNERSHIP OF DOCUMENTS

Upon completion or termination of each Work Order, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by CONSULTANT under this Agreement shall be delivered to and become the property of CITY. CONSULTANT, at its own expense, may retain copies for its files and internal use. To the extent permitted by law, CITY agrees to indemnify and hold harmless CONSULTANT with respect to any claim, loss or damage, including attorney's fees incurred by CONSULTANT due to the CITY's use of said records, documents, tracings, plans, specifications, maps, evaluations, reports, computer disks and other technical data on some other project, unless such use is authorized by CONSULTANT.

With respect to and in consideration for the indemnification provided by CITY, CONSULTANT agrees to pay to CITY \$10.00, the sufficiency and receipt of which is acknowledged through the signing of this Agreement.

SECTION 41: EXHIBITS.

Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the CITY through its CITY Commission taking action on the _____ day of _____, _____, and the CONSULTANT signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:



Authorized Corporate Officer

CONSULTANT

By: 

Authorized Corporate Officer

Date: 11/12/15

As approved by the CITY Commission of the CITY of Holly Hill at its meeting of 10 day of NOVEMBER.

ATTEST:



Valerie Manning, City Clerk

CITY OF HOLLY HILL

By: 

Joseph A. Forte, City Manager

Date: 12-4-2015

EXHIBIT A Scope of Services

GENERAL SCOPE OF SERVICES:

CONSULTANT shall provide to CITY professional engineering services in all phases of the work to which this General Engineering Services Agreement applies. The exact nature and magnitude of the required professional services cannot be defined precisely at the time of entering into this Agreement. The services to be performed by CONSULTANT will be set forth in the scope of services described in Work Orders to be issued by CITY from time to time. This shall include, at a minimum, the following services:

- Program Management Services
- Special Services such as Feasibility Studies and Planning
- Stormwater Management Design
- Paving and Drainage Improvements
- Roadway and Enhancement Project Design including FDOT or County related projects
- Traffic Engineering
- Construction Design, Contract Administration, Engineering and Inspection
- Public Works Permitting and Inspections
- Wastewater Treatment Plant, pump station and collection system design
- Water Treatment Plant and distribution system design
- Electrical/Electronic/SCADA system upgrades
- Property, Boundary, Easements, R/W, Topographic, and Utility surveys
- Site Plan Review
- Other miscellaneous professional services that the city may desire

SERVICES

The scope of this Contract includes, but is not limited to:

Program Management Services

- Assist with program and project prioritization including benefit/cost analysis, preparation of business cases and related financial analysis.
- Provide support of scope management, cost management (including earned value management), schedule management, risk analysis, communications management, stakeholder management, and other related duties.
- Assist in quality management including the creation and oversight of a new internal Quality Assurance and Quality Control Process. Perform quality control, including constructability reviews, for design document submittals, including work performed by other Consultants.
- Assist in the creation and oversight of a Change Management System for all proposed scope changes, additional budget requests, consultant additional fee requests, etc.
- Assist in the management of the existing Purchasing Contracts including analysis and reporting of proper contract usage and Consultant rotation (for Master Contracts).
- Assist in the creation of Scope documents, special Contract Provisions, Project Concept Reports, Request for Proposal (RFP) documents and other related documents for new Professional Services Contracts.
- Assist in the creation of documents required for Purchasing Construction Projects.
- Assist in the tracking of work orders and contract expirations and required financial related amendments.

- Prepare project schedules, costs estimates and value engineering analysis and/or review this information that is provided to the CITY by others as needed.
- Present/ provide public meeting support.
- Preparing official minutes for project related meetings for the City of Holly Hill's approval and dissemination.
- Assist with conducting man-hour costs and project schedule negotiations with Consultants.
- Provide Value Engineering services as requested.
- Provide Structural Engineering review services and expertise as needed.
- Research Engineering related topics as needed and provide related technical summaries of requested information.
- Provide expertise in a variety of other Engineering topics as requested.
- Provide Utility Coordination and support, including pre-construction coordination, related to all Capital Projects.
- Serve as a liaison for FDOT or Volusia County projects within the City of Holly Hill as needed.
- Provide temporary in-house program management staff, if requested, on a part-time or full-time basis.

Planning Support

- Prepare various concept and feasibility studies for Capital Projects as needed.
- Analyze alternative design concepts and prepare technical reports as needed.
- Perform transportation planning and traffic operations studies for various projects as needed.
- Prepare Complete Street or Context Sensitive Design studies as needed.
- Provide review of Project Development and Environment (PD&E) studies being performed within the city.

Design Support

- As requested, furnish expertise, labor and resources in preparing complete code compliant sets of construction contract documents, plans, specifications and special provisions as needed for Capital Projects. These projects include, but are not limited to, roadway, sidewalk, trail, stormwater and/or water quality, buildings, landscaping/irrigation, water/wastewater treatment plant, water distribution, wastewater collections, and well field projects.
- Provide Survey and Mapping services as needed to complete the required design services.
- Provide any post design services and/or plan update services as needed to include record drawings and as-built drawings.
- Attend meetings as necessary and provide any related Public Information support.
- Prepare Maintenance of Traffic (MOT) plans as needed and/or provide the review of MOT plans prepared by others.
- Prepare Landscape Design plans as needed and/or review Landscape Plans prepared by others.
- Provide Geotechnical Engineering support as needed.
- Provide other services as needed related to the Design elements of related Capital Projects.

Construction Engineering and Inspection Services

- Conducting and/or attending preconstruction meetings.
- Review and approval of shop drawings, products, etc.
- Preparation of change orders.
- Construction contract administration.
- Construction engineering and inspection services.
- Coordination/provision of record drawings and as-built drawings.

- Construction services for FDOT funded projects which must follow FDOT guidelines.
- Additional engineering services as may be required during the course of construction.

Grant Funding Support

- Assist in preparation of various grant applications and associated documents for Public Works Department related grants.
- Assist in coordination with the Florida Department of Transportation for LAP projects and assist in the preparation of the necessary forms and related documents.
- Assist with duties related to the various committees at the River to Sea Transportation Planning Organization (TPO), including review of agenda packet technical information, preparation of Prioritized Project Lists, creation of new project applications, preparation of presentations and other associated duties.
- Provide other related grant funding support as needed.

Miscellaneous Support

- Provide assistance to obtain all permits for Capital Projects or others as required for the Public Works Department.
- Consumptive use permitting, DEP operating and/or construction permits.
- NPDES wastewater permitting, reuse permitting, capacity analysis reports, reuse feasibility reports.
- SJRWMD permitting, NPDES MS4 permitting support, Corp of Engineers permitting, etc.
- Provide assistance for property acquisitions related to hearings, condemnations proceedings, and other litigation including the preparation of trial exhibits.
- Site plan review services.
- Provide appraisals and other property acquisition support as needed.
- Preparation of applicable easements, R/W acquisition documents.
- Provide environmental research and support, including, but not limited to, contamination analysis, wetland research and analysis, threatened and endangered species and archeological and historical research.
- Assist with necessary duties as required related to disaster storm/recovery. Coordinate with FEMA, NRCS and FHWA for reimbursements and potential funding to repair storm related damage to the Transportation and Stormwater system.
- Provide assistance with the CITY's Asset Management system including review and prioritization of asset management data (such as pavement condition index scores, etc.).
- Provide coordination and analysis of the CITY's Work Management System and assist with the integration of the CITY's Asset Management System.
- Preparation or procurement of operation and maintenance manuals
- Perform other duties as needed; services dictated by the needs of the CIP and other specific projects

Exhibit B
Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/28/2015

5.7.b

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

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

PRODUCER Caton-Hosey Insurance 3731 Nova Rd. Port Orange FL 32129		CONTACT NAME: Melissa Adrian, CPSR PHONE (A/C, No, Ext): (386) 767-3161 FAX (A/C, No): (386) 760-1770 E-MAIL ADDRESS: melissa@catonhosey.com															
INSURED QUENTIN L HAMPTON & ASSOCIATES INC PO BOX 290247 PT ORANGE FL 32129		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: American Casualty Co of Reading PA</td><td>20427</td></tr><tr><td>INSURER B: Westfield Insurance Company</td><td>24112</td></tr><tr><td>INSURER C: Commerce & Industry</td><td>19410</td></tr><tr><td>INSURER D: Continental Casualty Ins Co C/o Cna</td><td>20443</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: American Casualty Co of Reading PA	20427	INSURER B: Westfield Insurance Company	24112	INSURER C: Commerce & Industry	19410	INSURER D: Continental Casualty Ins Co C/o Cna	20443	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: American Casualty Co of Reading PA	20427																
INSURER B: Westfield Insurance Company	24112																
INSURER C: Commerce & Industry	19410																
INSURER D: Continental Casualty Ins Co C/o Cna	20443																
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: CL1532712811

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			1069074479	4/5/2015	4/5/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			CWP0986697	4/5/2015	4/5/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
C	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			EBU066694732	4/5/2015	4/5/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	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	1069060341	4/5/2015	4/5/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

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

John Hosey/ASHOOK

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/28/2015

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

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

PRODUCER USI Insurance Services, LLC 1715 N. Westshore Blvd. Suite 700 Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Quentin L. Hampton Associates, Inc. PO Drawer 290247 4401 Eastport Pkwy Port Orange, FL 32127-0247	NAIC # 37885

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
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE ☐ OCCUR ☐						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N ☐ N/A						E.L. EACH ACCIDENT \$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR9722651	04/03/2015	04/03/2016	\$1,000,000 per claim \$2,000,000 annl aggr.

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

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

CERTIFICATE HOLDER

CANCELLATION

City of Holly Hill
 1065 Ridgewood Ave
 Holly Hill, FL 32117

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

[Signature]

© 1988-2010 ACORD CORPORATION. All rights reserved.

**Exhibit C
WORK ORDER FORM**



WORK ORDER-SERVICES# _____

Encumbrance PO Number: _____

City of Holly Hill (Buyer)

Resolution #: _____

Vendor Name:	Date:
Address:	Bld #:
City, State & Zip:	Project:
	Commission Approval Date:

Budgeted/Existing: _____ New: _____ Continuing Service: _____

Mail Invoices in duplicate to:
City of Holly Hill

Total Cost: \$ _____

Holly Hill, Florida 321 _____

ATTACHMENTS TO THIS WORK ORDER:

- ☐ Description of Services
- ☐ Drawings/Plans/Specifications
- ☐ Special Conditions
- ☐ Rate Schedule

METHOD OF COMPENSATION:

- ☐ Fixed Fee Basis
- ☐ Not To Exceed
- ☐ Unit Price

TIME FOR COMPLETION: The obligation of the Vendor to provide services to the City shall commence upon execution of this Work Order (WO) by the parties and services shall be completed by _____. Failure to meet the completion date may be grounds for termination of this WO and the underlying contract for default. Time is of the essence.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE CITY)

ATTEST:

Vendor

_____, Attesting Officer

_____, Officer with Corporate Signatory Authority

Date: _____

WITNESSES:

CITY OF HOLLY HILL

Department Head approved RAP on _____

Authorized Signatory

WORK ORDERS TERMS AND CONDITIONS

- Execution of this Work Order (WO) by the City shall serve as authorization for the Vendor to provide for the stated services as set out in this WO. It is expressly understood by the Vendor that this WO, until executed by the City, does not authorize the Vendor to perform any services for the City.
- This WO shall take effect on the date of its execution by the City and expires upon final completion, inspection and payment unless terminated earlier in accordance with the termination provisions herein. The Vendor shall sign this WO first and the City second. This WO will be forwarded to the Vendor upon execution by the City.
- The Vendor shall provide services pursuant to this WO, its attachments, and the underlying Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety. In the

event that the terms and conditions of this WO are inconsistent with the terms and conditions of an underlying contract which is implemented, in whole or part, by this WO; then the terms and conditions of the underlying contract shall apply.

- Compensation is based on the method indicated on the first page of this WO.
- Payments to the Vendor shall be made by the City in strict accordance with the payment terms and conditions listed below or in the underlying contract.
- By accepting this WO, the Vendor accepts all the terms and conditions included herein.
- The City reserves the right, without liability of any type, to cancel this WO as to any services not yet performed or tendered, and to purchase substitute services and to charge the Vendor for any loss incurred.
- The City may cancel this WO, any outstanding services hereunder, or reschedule in whole or in part, for cause or no cause, upon written notice to the Vendor sent at least fourteen (14) days prior to the completion date specified. The City may cancel this WO in whole or in part at any time for default by written notice to the Vendor.
- The City shall have no liability to the Vendor beyond payment of any balance owing for services completed hereunder and accepted by the City prior to the Vendor's receipt of the notice of termination.
- Prices stated on this WO are firm, all inclusive and consistent with applicable negotiations, bid(s) and/or quotations. The City is exempt from the Florida sales and use taxes and will furnish the Vendor with proof of tax exemption upon written request.
- The City reserves the right to conduct any inspection or investigation to verify compliance of the services with the requirements of this purchase and to reject any delivery not in compliance and, if the deficiency is not visible at the time of acceptance, to take and require appropriate corrective action.
- The Vendor agrees to comply with all Federal, State of Florida, Volusia County and City laws, ordinances, regulations, authority and codes and authority having jurisdiction over the purchase. This WO shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Volusia County, Florida.
- The Vendor agrees to indemnify, hold harmless and defend the City: (1) from any loss, expense, claim or damage arising from any claim or action based on any acts or omissions of the Vendor, its employees, servants, agents or sub CONSULTANTS; (2) with respect to any and all claims, suits, actions, and proceedings of actual or alleged infringements of any letter, patent, register of industrial design, trademark or trade name, trade secret, copyright or other protected right in any country resulting from any sale, use or manufacture of any goods delivered hereunder. The City reserves its right to be represented in any such action by its own counsel. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Section 768.28, *Florida Statutes*.
- The Vendor shall not assign this WO, any rights under this WO or any monies due or to become due hereunder, nor delegate or subcontract any obligations or work hereunder without the prior written consent of the City.
- The Vendor shall perform the obligations of this WO as an independent CONSULTANT and under no circumstances shall it be considered as agent or employee of the City.
- The Vendor ensures that its personnel shall comply with reasonable conduct guidelines and City policies and procedures. A person or affiliate who has been placed on the convicted vendor list may not submit a bid or transact business with the City in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. In compliance with 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (INA)], the City will not intentionally make an award or upon discovery of a violation will unilaterally cancel this WO with any vendor who knowingly employs unauthorized alien workers.
- If this WO involves the Vendor's performance on the City's premises or at any place where the City conducts operations, the Vendor shall request information from the Purchasing Manager regarding insurance coverage requirements. Noncompliance with this item shall place the Vendor in default and subject to disbarment from the City's Vendor List.
- The failure of the City to enforce any provision of this WO, exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

**Exhibit D
AMERICANS WITH DISABILITIES ACT
AFFIDAVIT**

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding CITY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the CITY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the CITY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

DATED this 12th day of November, 2015.

Quentin L. Hampton Associates, Inc.
(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

Brad T. Blais, P.E.
(Printed name of person signing FORM)

President
(Title of person signing FORM)

Sworn to and subscribed before me
This 12th day of November, 2015.

[Signature]
Signature of Notary (& Stamp)
Notary Public, State of
Florida
Personally Known ✓ or
Produced Identification _____
(type of identification)



**Exhibit E
FEE SCHEDULE**

QUENTIN L. HAMPTON ASSOCIATES, INC.
HOURLY RATE AND FEE SCHEDULE
(Revised November 2015)

Position	Rate
Expert Witness.....	\$250
Principal.....	\$175
Project Manager.....	\$175
Professional Engineer.....	\$140
Engineering Intern.....	\$100
Construction Services Supervisor.....	\$85
Production Supervisor.....	\$80
GIS Technician.....	\$75
CADD Technician.....	\$75
Grant/Funding Coordinator.....	\$70
Federal Grant Compliance Specialist.....	\$70
Construction Project Representative (Inspector).....	\$65
Sr. Administrative Supervisor.....	\$60
Administration Support.....	\$50

Construction Engineering and Inspection (CEI) Services

Senior Project Engineer.....	\$175
Project Administrator/Project Engineer.....	\$140
Assistant Project Administrator/Project Engineer.....	\$100
Senior Inspector/Senior Engineer.....	\$85
Utility Coordinator.....	\$85
Senior Inspection Building Structures.....	\$85
Resident Compliance Specialist.....	\$70
Inspector/Engineer Intern.....	\$65
Asphalt Plant Inspector.....	\$65
Public Information Officer.....	\$65
Building Inspector/Electrical.....	\$65
Contract Support Specialist.....	\$60
Associate Contract Support Specialist.....	\$50
Inspector's Aide.....	\$50
Secretary/Clerk Typist.....	\$50

Subsurface Utility Engineering (SUE) Services

Project Manager.....	\$140
Project Coordinator.....	\$70
Field Technician.....	\$65
Administrative Support.....	\$50
Vacuum Excavator.....	\$600/day
Ground Penetrating Radar (GPR).....	\$150/day
Truck.....	\$300/day

Building Code Services

Chief Building Official	\$85
Fire Safety Inspector/Fire Systems Plan Review	\$80
Building Plans Examiner	\$75
Building Inspector.....	\$65

Reimbursable Expenses:

<u>Item</u>	<u>Fee</u>
Printing /Reproduction/Graphics	Actual Cost
Sub-Consultant Services	Actual Cost
SUE Field/Marking/Restoration Supplies	Actual Cost
Travel.....	Actual Cost
Sales Tax	Actual cost if/when sales tax is applicable

Schedule Notes:

1. Schedule shall be subject to annual adjustments
2. Reimbursables subject to a 10% administrative fee, if allowed or as otherwise specified in Contract.
3. Rates are hourly rates unless otherwise noted.

Exhibit F
BUSINESS TAX RECEIPT

2015/2016

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
 Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - 386-736-5938



Receipt # 198502020070 Expires: September 30, 2016
 Business Location: 4401 EASTPORT PARK WAY

Business Name: QUENTIN L HAMPTON ASSOC INC
 Owner Name: QUENTIN L HAMPTON ASSOC INC
 Mailing Address: P O DRAWER 290247
 PORT ORANGE, FL 32129

BUSINESS TYPE	CODE	COUNT	TAX
Architect or Engineer	461AE		\$30.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
 POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Exhibit G
Request for Taxpayer Identification Number and Certification
(W-9 Form)

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Quentin L. Hampton Associates, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC
☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
PO Drawer 290247

6 City, state, and ZIP code
Port Orange, FL 32129-0247

7 List account number(s) here (optional)

Requester's name and address (optional)
**City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117**

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
5	9		-	1	2	2	1	2	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Maurice L. Hunt* Date ▶ *11/11/15*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or thirty (30) days after closing, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Qualification authorizes release of your firm's credit data to City of Holly Hill.

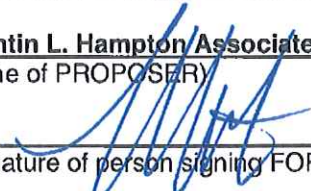
If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/Qualification package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the City in the event we are forced to litigate the public records status of the company's documents.

DATED this 12th day of November, 2015.

Quentin L. Hampton Associates, Inc.

(Name of PROPOSER)



(Signature of person signing FORM)

Brad T. Blais, P.E.

(Printed name of person signing FORM)

President

(Title of person signing FORM)

Project Number: RFQ-ENG-15-01

Sworn to and subscribed before me

This 12th day of November, 2015.



Signature of Notary (& Stamp)

Notary Public, State of

Florida

Personally Known ☒ or

Produced Identification

(type of identification)



THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

**PUBLIC ENTITY CRIME SWORN STATEMENT (FORM PUR 7068)
SWORN STATEMENT UNDER SECTION 287.133(3)(A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to City of Holly Hill
[print name of public entity]

by Brad T. Blais, P.E., President
[print individual's name and title]

for Quentin L. Hampton Associates, Inc.
[print name of entity submitting sworn statement]

whose business address is:

4401 Eastport Parkway, Port Orange, FL 32129

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1221261
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public

entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature) _____

Date: November 12, 2015

Sworn to and subscribed before me this 12th day of November, 2015.

Personally known ✓

Or Produced identification _____

(Type of Identification)

Notary Public – State of Florida

My commission expires _____



Erika S. Lustik
(Printed, typed or stamped
commission name of notary public)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that **Quentin L. Hampton Associates, Inc.** does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Qualification, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

DATED this 12th day of November, 2015.

Quentin L. Hampton Associates, Inc.
(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

Brad T. Blais, P.E.
(Printed name of person signing FORM)

President
(Title of person signing FORM)

Sworn to and subscribed before me
This 12th day of November, 2015.

[Signature]
Signature of Notary (& Stamp)
Notary Public, State of
Florida

Personally Known ☒ or
Produced Identification
(type of identification)

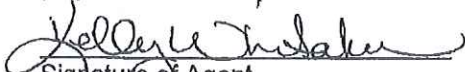


THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

INSURANCE CONFIRMATION

On behalf of our client, Quentin L Hampton & Associates, Inc.

and by acknowledging with signature below, we have read and understand the insurance requirements for this Solicitation and Agreement. We can and will provide a Certificate of Insurance (COI) that is compliant with the insurance requirements stated in this Solicitation and Agreement should our client be awarded the project.


Signature of Agent

Kelly Whitaker, Agent
Print Name & Title

Caton Hosey Insurance
Agency

3731 Nova Road, Port Orange, FL 32129
Address

City of Holly Hill
Project # & Title

11-12-2015
Date

INSURANCE CONFIRMATION

On behalf of our client, Quentin L. Hampton Associates, Inc.

and by acknowledging with signature below, we have read and understand the insurance requirements for this Solicitation and Agreement. We can and will provide a Certificate of Insurance (COI) that is compliant with the insurance requirements stated in this Solicitation and Agreement should our client be awarded the project.

Tom Kye
Signature of Agent

Thomas Kye, Professional Liability Specialist
Print Name & Title

USI Insurance Services LLC
Agency

1715 N Westshore Blvd, Suite 700, Tampa, FL 33607
Address

Project # & Title

November 12, 2015
Date



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

CONSENT AGENDA (ID # 2699)

Meeting: 10/08/19 07:00 PM

Department: Public Works

Category: Consent Agenda

Prepared By: Beth Wrenn

Initiator: Antoine Khoury

Sponsors:

DOC ID: 2699 A

5.8

Approval Purchase of Spare Lift Station Pumps

DISCUSSION:

City staff is requesting authorization to execute purchase orders with Hydra Service Inc for the purchase of spare pumps for Lift Stations 1, 8 and 18. As the total purchases for these spare pumps will exceed the \$25,000.00 limit, City Commission approval is being requested to execute the purchase orders. The pumps to be purchased are:

1. LS 1 - Sulzer/ABS submersible pump model XFPIS0E-CBl.4-PEIOS/4 14.1 HP, 230/460 v
2. LS 8 - Sulzer/ABS submersible pump model XFP100C-CB1.2-PE20/6 2.7 HP, 230/460 v
3. LS 18 - Sulzer/ABS submersible pump model XFPIS0G CBl.6 PE185/4 24.8 HP, 230/460 v

Total Price \$36,278.60

SECTION F - SOLE SOURCE AND STANDARIZATON

PROCUREMENT POLICY 2.25 EXEMPTION FROM

BIDDING PROCEDURE

Sole source or Standardization procurement is exempt from bidding procedures. The using department must submit to the Finance Department in writing for his/her approval the attempts made, or the data collected to substantiate declaring a product or service "sole source". The City Commission must approve the award of the contract if the dollar amount exceeds \$25,000.

SOLE SOURCE

The following criteria must be met in order to satisfy the sole source or proprietary source requirement:

- It is the only item that will produce the desired results (or fulfill the specific need)
...or
- The item is available from only one source of supply ... or
- The item is available from more than one vendor but due to extreme circumstances, only one vendor is suited to provide the goods or services.

Sole source and proprietary source purchases are exempt from competitive requirements.

However, all sole source requisitions exceeding \$10,000 in value will be electronically advertised for a period of at least 5 business days. The steps to follow for sole source and proprietary source purchases are as follows:

- a. The User Department/Department and the Finance Department shall attempt to locate competition. Staff will also check for piggyback contracts. If no other sources are found, the User Department/Department shall submit to the Finance Department a completed sole source/proprietary source form, indicating the requisition number.
- b. A sole source or proprietary source form shall be used to justify and document the requirement. The form shall state why only one source can produce the desired results (or fulfill the specific need).
- c. The Finance Department will electronically post on the City website a description of all requisitions meeting the requirements for competitive pricing per Florida Statute for a period of at least seven (7) business days after the receipt of a completed sole source form from the department.
- d. The Finance Director shall review and approve or disapprove, in writing; sole source/proprietary source designation.
- e. The User Department/Department shall be notified of disapproved requests and the purchase shall be made in accordance with standard procedures.
- f. When the Finance Director approves a sole or proprietary source, staff shall conduct negotiations on price, delivery, and terms. The price must be determined fair and reasonable.
- g. The Finance Department shall keep a log of sole/proprietary source purchases, which includes the vendor name, the amount, item description, justification, and the purchase order number.
- h. For those instance that services are needed involving multiple years (i.e. maintenance of equipment, warranty, etc.) the request must be combined to capture the project, as a whole, and the proper approval must be obtained.

STANDARDIZATION

Standardization is the process of examining characteristics and needs for items of similar end usage and developing a single specification that will satisfy the need for most or all purchases for that purpose. Proprietary purchases (usually components) maintain a degree of continuity to the original or existing decor, equipment, or programs.

Where standardization is determined to be desirable by the City, the purchase of materials, supplies and equipment and certain contractual services may be made by negotiation. Compatibility to existing equipment will be an acceptable justification for waiver of bidding procedures provided the item meets

the other criteria within the definition of sole source item (i.e.; available from only one source and only item that will produce the desired results).

FISCAL ANALYSIS:

The City has selected Sulzer-ABS as a single source supplier for wastewater lift station pumps. This is advantageous to the City in order to maintain fewer spare parts. Hydra Service Inc. is the ABS Sole Source distributor of products for the Municipal Wastewater Collection & Treatment Market for the City of Holly Hill, FL. There is no other distributor authorized to distribute, sell and service ABS products in this area.

Section 30-71 of City Code allows for the purchases regardless of cost from a single source given prior commission approval. This approval is being sought from the commission for this purchase.

Sufficient budget funds were appropriated in the fiscal year 2020 budget for this request in capital like equipment (account 400-3020-533.5264). However, because the pumps are greater than \$5,000 and they are being held as inventory until needed the actual expenditure should be charged to capital equipment in General account 400-3020-533.6400. A budget amendment is attached to this request.

STAFF RECOMMENDATION:

Authorize appropriate city staff to purchase spare lift station pumps for FY 2019-20 from Hydra Service Inc. in an amount not to exceed 36,278.60.

COMMISSION GOALS:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

AUTHORIZE APPROPRIATE CITY STAFF TO PURCHASE SPARE LIFT STATION PUMPS FOR FY 2019-20 FROM HYDRA SERVICE INC. IN AN AMOUNT NOT TO EXCEED \$36,278.60.



Hydra Service, Inc.
SPECIALIST IN FLUID MOVEMENT



250 Springview Commerce drive
DeBary Florida 32173
Phone: 407 330 3456
Phone: 800 323 1731
Fax: 407 330 3404

Sales Representative
Contact Information
Cell Phone: 407-625-1388
Fax: 407-330-3404

TO: City of Holly Hill

FROM: Keaton Heller

ATTN: Richard Glass

EMAIL: kheller@hydraservice.net

DATE: September 16, 2019

PHONE 1-386-248-9463

QUOTE: 190916-1KH

FAX: 1-386-248-9499

REF: Holly Hill Pump Replace

EMAIL: Rglass@hollyhillfl.org

ENG FIRM

- ABS pump model **XFP150G CB1.6 PE185/4** submersible pump, **6"** discharge, **24.8HP**,
1 **230/460** volt, **3** phase, with **49'** of power cords.
NOTE: LS 18 Pump
1 Full 5 year warranty
1 Bracket, **6"** Discharge, **Dual 2"** Rail, with **Profile Gasket** and Hardware
1 Freight \$150.00 (included in total sales price below)

- ABS/Sulzer pump model **XFP100C-CB1.2-PE20/6** submersible pump, **4"** discharge,
1 **2.7HP**, **230/460** volt, **3** phase, with **49'** of power cords.
NOTE: LS 8 Pup
1 Full 5 year warranty
1 Bracket, **4"** Discharge, **Dual 2"** Rail, with **Profile Gasket** and Hardware
1 Freight \$150.00 (included in total sales price below)

- ABS/Sulzer pump model **XFP150E-CB1.4-PE105/4** submersible pump, **6"** discharge,
1 **14.1HP**, **460/230** volt, **3** phase, with **49'** of power cords.
NOTE: LS 1 Pump
1 Full 5 year warranty
1 Bracket, **6"** Discharge, **Dual 2"** Rail, with **Profile Gasket** and Hardware
1 Freight \$150.00 (included in total sales price below)

TOTAL PRICE, F.O.B. JOB, FREIGHT ALLOWED **\$36,278.60** PLUS ANY FEDERAL,
STATE OR LOCAL TAXES WHICH MAY APPLY. TERMS ARE NET 30 DAYS. PRICES ARE FIRM 30 DAYS
"HYDRA SERVICE INC TERMS & CONDITIONS APPLY" PAYMENT TERMS NET 30 DAYS.
ESTMTD DELIVERY: **in stock** WEEKS AFTER RECEIPT IN OUR OFFICE OF COMPLETE
APPROVED SUBMITTAL DATA AND SIGNED PROPOSAL.
THESE TERMS ARE INDEPENDENT OF, AND ARE NOT CONTINGENT UPON THE TIME OR MANNER
IN WHICH PURCHASER MAY RECEIVE PAYMENT FROM OTHERS.
NO DAY OF FACTORY START-UP IS INCLUDED AND REQUIRED FOR WARRANTY. PAYMENT
FOR MATERIALS WILL BE REQUIRED BEFORE THE AUTHORIZED START-UP IS CONDUCTED.

ACCEPTED DATE _____
NAME OF PURCHASER _____

Review Date: 9/16/2019
Keaton Heller
REVIEWED BY HYDRA SERVICE PUMP REP.

Attachment: Hydra Service Pump Quote (2699 : Approval for Purchase of Spare Lift Station Pumps)

SULZER

Sulzer Pumps
ABS USA
140 Pond View Drive
Meriden, CT 06450
Phone (203) 238 2700
Fax (203) 238 0738
www.sulzer.com

April 29, 2015

Subject: Hydra Service Inc. ABS Sole Source

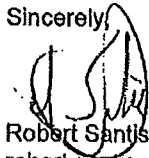
To: City of Holly Hill.
Atn. Mr. Todd Plank.

The purpose of this letter is to confirm that Hydra Service Inc., located in 250 Springview Commerce Drive, DeBary, Florida, zip code 32713, is the only one contracted distributor for ABS products for the Municipal Wastewater Collection & Treatment Market for City of Holly Hill, State of Florida. There is no other one distributor authorized to distribute, sell and service ABS products in the mentioned area.

Nationally we utilize a network of independent distributors to serve Municipal, Industrial, Building Trades and Dewatering market segments in specific territories. The authorized distributor for ABS products in these territories has the expertise, knowledge, training and access to the latest product developments and upgrades, along with genuine OEM parts for the ABS brand. Hydra Service Inc. is trained in the latest methods in care and start up of ABS equipment and has the ability to execute warranty claims. As the authorized local ABS product outlet Hydra Service Inc. is fully equipped for local technical, commercial and service support and has full backing of the national ABS/Sulzer organization.

Please do not hesitate to contact me if I can provide any additional information.

Sincerely,



Robert Santiso.
robert.santiso@sulzer.com
203 213 1480
Southeast Business Development Manager.



CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2019-2020

Requesting Department Finance	Date 10/1/2019	
TAKE FUNDS FROM ACCOUNT NUMBER: 400-3020-424.52-64	ACCOUNT DESCRIPTION: Capital Like Equipment	AMOUNT: 36,279.00
Total		36,279.00
ADD FUNDS TO ACCOUNT NUMBER: 400-3020-424.64-00	Capital Equipment 	36,279.00
Total		36,279.00

Purpose of Transfer: (include as much detail as possible)

The City has selected Sulzer-ABS as a single source supplier for wastewater lift station pump. Section 30-71 of City Code allows for the purchases regardless of cost from a single source given prior commission approval. Sufficient budget funds were appropriated in the fiscal year 2020 budget for this request in capital like equipment (account 400-3020-533.5264). However, because the pumps are greater than \$5,000 and they are being held as inventory until needed the actual expenditure should be charged to capital equipment in General account 400-3020-533.6400. A budget amendment is attached to this request.

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

Management Approvals		
 Department Head Signature	9/26/19 Date	
 City Manager Signature	9-26-2019 Date	
For Finance Use Only		
Step 1: Finance Review		
Finance Director Signature	Date	
Step 2: Budget Adjustment Entry Funds are available for this request? ☐ Yes ☐ No		
Employee Signature	Date	HTE Group #

Attachment: Budget amendment Request (2699 : Approval for Purchase of Spare Lift Station Pumps)



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

5.9

MEETING DATE: October 8, 2019
FROM: Valerie Manning
SUBJECT: Fully Insured Group Insurance and Ancillary Lines of Coverage
2020
NUMBER: (ID # 2704)
APPLICANT:
PLANNER: Diane Cole

DISCUSSION:

Each year the City's agent of record, Brown and Brown, Employee Benefits Division solicits requests for proposals to carriers to provide group insurance coverage for the City of Holly Hill's eligible employees and retirees.

Based on the analysis of the insurance coverages and rates received from these carriers, it was determined by our agent of record to bind coverage with the following carriers and plans:

<u>Type of Coverage</u>	<u>Carrier</u>	<u>Est. Annual Premium</u>	<u>% Change</u>
Health Insurance HMO T32	Florida Health Care	\$127,375	0.0%
Health Insurance HMO T26	Florida Health Care	\$531,705	0.0%
Health Insurance HDHP T95	Florida Health Care	\$358,041	0.0%
Life Insurance	USABLE	\$20,015	(18.7)%
Dental Insurance (Voluntary)	MetLife PPO	\$50,165	1.6%
Vision Insurance (Voluntary)	Eyemed	\$6,461	0.0%

Health Insurance is provided to the employee with the employee having to pay a portion if they choose the T32 plan or elect to purchase dependent coverage which applies to all three plans. Life insurance is an employer-paid benefit which provides basic life with AD&D coverage for current employees and voluntary coverage paid solely by employees and retirees. Dental and vision insurance is voluntary coverage and the listed above premiums are paid solely by the individual employee that elects to receive coverage.

FISCAL ANALYSIS:

The City's contribution on the behalf of each employee is fully funded within the 2019-2020 budget.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into a contract with Florida Health Care Plans, MetLife Dental, EyeMed Vision and USABLE Life to provide group benefit insurance for the plan year of 1/01/2020 to 12/31/2020 in accordance with the attached proposals. Also, continue for the employees enrolled in the T95 (HDHP) Health Savings Account plan the annual one time amount of \$1,893.84 into their health savings account. The City is moving from Sunlife to USABLE Life due to a cost savings in the premiums. Sunlife had a rate increase of 36.8% while USABLE has a decrease of 18.7% from the current rate.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACTS WITH FLORIDA HEALTH CARE PLANS, INC., METLIFE DENTAL, EYEMED VISION CARE, AND USABLE LIFE TO PROVIDE GROUP INSURANCE FOR THE PLAN YEAR OF JANUARY 1, 2020 TO DECEMBER 31, 2020.

- Insurance Coverage Spreadsheet 2020 (PDF)

Executive Summary of Medical & Prescription Drug Coverage
City of Holly Hill
January 1, 2020 - December 31, 2020

Sold Plans												
Florida Healthcare Plans				Florida Healthcare Plans				Florida Healthcare Plans				
Vendor	T32 HMO Network			T26 HMO Network			HDHP T95 HSA Network					
Plan Name												
Plan Type												
Plan Details	SingleFamily			SingleFamily			Single		Family		Family	
Plan Deductible:	\$0			\$250			\$1,400				\$2,800	
Embedded Deductible:	N/A			Yes					No			
Calendar or Policy Year:	Calendar			Calendar					Calendar			
Coinsurance:	15%			10%					20%			
Maximum Out-of-Pocket: (Includes Deductible, Copay, Rx)	\$2,500			\$3,500			\$3,000				\$6,000	
Physician Services	N/A, Yes, Yes			Yes, Yes, Yes					Yes, N/A, Yes			
Office Visit:	\$20			\$20			Deductible + Coinsurance					
Specialist:	\$35			\$40			Deductible + Coinsurance					
Chiropractic:	\$15			\$20			Deductible + Coinsurance					
Telemedicine:	\$10 (PCP) / \$30 (Specialist)			\$10 (PCP) / \$30 (Specialist)			Ded + \$10 (PCP) / Ded + \$30 (Specialist)					
Hospital / Emergency Services												
Inpatient Hospital Per Admission:	\$250/Day (5 day max)			Deductible + Coinsurance			Deductible + Coinsurance					
Emergency Room:	\$200			\$250			Deductible + Coinsurance					
Urgent Care:	\$75			\$100			Deductible + Coinsurance					
Outpatient Surgical Facility:	\$400			Deductible + Coinsurance			Deductible + Coinsurance					
Ambulatory Surgery Center:	\$200			Deductible + Coinsurance			Deductible + Coinsurance					
Diagnostic Services												
Lab & X-Ray Outpatient:	\$0			\$0			Deductible + Coinsurance					
Advanced Imaging Services (MRI, MRA, PET, CT):	\$25			Deductible + Coinsurance			Deductible + Coinsurance					
Prescription Drug												
Deductible:	N/A			N/A			Calendar Year Deductible					
Prescription Tier	\$3/\$10/\$30/\$55/\$15%/25%			\$3/\$10/\$30/\$55/\$15%/25%			\$3/\$10/\$30/\$55/\$15%/25%					
Walgreens Tier	\$15/\$15/\$35/\$60			\$15/\$15/\$35/\$60			\$15/\$15/\$35/\$60					
Mail Order Prescription (90 Day Supply):	\$6/\$27/\$87/\$162			\$6/\$27/\$87/\$162			\$6/\$27/\$87/\$162					
Non-Network Plan Details	Non-Network			Non-Network			Non-Network					
Plan Deductible:							\$2,800				\$5,600	
Coinsurance:									40%			
Maximum Out-of-Pocket:	N/A			N/A			\$6,000				\$12,000	
Per Occurrence Deductible (Inpatient/Outpatient):									N/A			
Plan Rates Current Enrollment		Current	Renewal	Sold Plans		Current	Renewal	Sold Plans		Current	Renewal	Sold Plans
Employee:	10	\$790.95	\$842.36	\$790.95	46	\$708.26	\$754.30	\$708.26	30	\$554.69	\$590.74	\$554.69
Employee + Spouse:	2	\$1,352.53	\$1,440.44	\$1,352.53	3	\$1,211.13	\$1,289.85	\$1,211.13	6	\$948.52	\$1,010.17	\$948.52
Employee + Child(ren):	0	\$1,352.53	\$1,440.44	\$1,352.53	3	\$1,211.13	\$1,289.85	\$1,211.13	3	\$948.52	\$1,010.17	\$948.52
Family:	0	\$1,661.00	\$1,768.96	\$1,661.00	3	\$1,487.35	\$1,584.03	\$1,487.35	4	\$1,164.85	\$1,240.56	\$1,164.85
Estimated Monthly Premiums:	12	\$10,615	\$11,304	\$10,615	55	\$44,309	\$47,189	\$44,309	43	\$29,837	\$31,776	\$29,837
Estimated Annual Premiums:		\$127,375	\$135,654	\$127,375		\$531,705	\$566,268	\$531,705		\$358,041	\$381,312	\$358,041
Rate Change from Current (%):			6.5%	0.0%			6.5%	0.0%			6.5%	0.0%

Notes:

*2020 HSA Deductible Plan Changes
INN: Single (\$1350 to \$1400) OON: (\$2600 to \$2800)
INN: Family (\$2700 to \$2800) OON: (\$5200 to \$5600)

	Current	Renewal	Revised
Estimated Grand Total Annual Premiums:	\$1,017,122	\$1,083,233	\$1,017,122
PEPY	\$9,247	\$9,848	\$9,247
Rate Change from Current (%):		6.5%	0.0%
Rate Change from Current (\$):		\$66,112	\$0

Rates subject to final enrollment and underwriting

Executive Summary of Dental Coverage

City of Holly Hill

January 1, 2020 - December 31, 2020

Sold Plans			
Vendor	Metlife		
Network:	Metlife PDP Plus		
Plan Name:	PPO		
	Network		
Plan Details	Single	Family	
Coinurance Percentage (Preventive Basic Major Ortho):	100% 80% 50% 50%		
Deductible (Family Maximum):	\$50	\$150	
Deductible Waived for Preventive:	Yes		
Calendar Year Maximum:	\$5,000		
Orthodontic Lifetime Maximum:	\$1,000		
Included Adult Ortho:	Yes		
Dental Services	Benefit Level	Frequency	
Routine Exam & Cleaning:	Preventive	2 per year	
Fluoride Treatment:	Preventive	2 per year, to age 14	
X-Ray (Bitewings):	Preventive	1 per year	
X-Ray (Full Mouth):	Preventive	1 per 5 years	
Sealants:	Preventive	1 per 3 years, to age 16	
Fillings:	Basic	1 per 2 years	
Oral Surgery (Simple):	Basic		
Oral Surgery (Complex):	Basic		
Root Canal Therapy:	Basic	1 per lifetime	
Periodontal Scaling:	Basic	1 per 2 years	
Periodontal Surgery:	Basic	1 per 3 years	
Crowns:	Major	1 per 10 years	
Bridges:	Major	1 per 10 years	
Dentures:	Major	1 per 10 years	
Implants:	Major	1 per 10 years	
Non-Network Details	Non-Network		
Coinurance Percentage (Preventive Basic Major Ortho):	100% 80% 50% 50%		
Deductible (Family Maximum):	\$50	\$150	
Deductible Waived for Preventive:	Yes		
Calendar Year Maximum:	\$5,000		
Percent of UCR:	90th		
Waiting Periods:	None		
Late Entrant Penalties:	None		
Allows Annual Open Enrollment:	Yes		
Included Rollover:	No		
Employer Contribution:	0%		
Participation Requirement:	75%		
Rate Guarantee:	1 Year (01/01/2020 - 12/31/2020)		
Plan Rates Current Enrollment	Current	Renewal	Sold Plans
Employee:	50 \$29.82	\$31.29	\$30.31
Employee + Spouse:	21 \$61.39	\$64.42	\$62.39
Employee + Child(ren):	10 \$68.74	\$72.14	\$69.86
Family:	6 \$107.61	\$112.93	\$109.36
Total:	87		
Estimated Monthly Premiums:	\$4,113	\$4,316	\$4,180
Estimated Annual Premiums:	\$49,359	\$51,796	\$50,165
PEPY	\$567	\$595	\$577
Rate Change from Current (%):		4.9%	1.6%
Rate Change from Current (\$):		\$2,437	\$806

Notes:

Executive Summary of Vision Coverage

City of Holly Hill

January 1, 2020 - December 31, 2020

Sold Plans	
Vendor	Eyemed
Network	Eyemed
Plan Name	PPO Vision
Copays	Network
Exam:	\$10
Materials:	\$25
Contact Fitting & Follow-up:	\$40
Frequencies	
Exams:	12 months
Lenses:	12 months
Frames:	24 months
Contacts:	12 months
Allowances	
Frames:	\$100 + 20% off balance
Contact (Elective):	\$115 + 15% off balance
Contact (Medically Necessary):	Covered in Full
Non-Network Allowances	Non-Network
Exam:	up to \$35
Single Vision:	up to \$35
Bifocal:	up to \$49
Trifocal:	up to \$74
Frames:	up to \$50
Contact (Elective):	up to \$92
Contact (Medically Necessary):	up to \$210
Employer Contribution:	0%
Participation Requirement:	10 enrolled
Rate Guarantee:	1 Year (01/01/2020 - 12/31/2020)
Plan Rates Current Enrollment	
Employee:	41
Employee + Spouse:	18
Employee + Child(ren):	9
Family:	6
Total:	74
Estimated Monthly Premiums:	\$538
Estimated Annual Premiums:	\$6,461
PEPY	\$87
Rate Change from Current (%):	0.0%
Rate Change from Current (\$):	\$0

Notes:

Final Year of Rate Guarantee

Executive Summary of Group Life & AD&D Coverage

City of Holly Hill

January 1, 2020 - December 31, 2020

Basic Life:

6,292,830

AD&D:

4,736,000

Sold Plans

Vendor

USable

Class Definition | Plan Details:

	Benefit	Maximum	Guarantee Issue
Class 1: Mayors & Commissioners	\$20,000	\$20,000	\$20,000
Class 2: Union Police Officers	1x's Salary	\$50,000	\$50,000
Class 3: Union Firefighters	1x's Salary	\$50,000	\$50,000
Class 4: Union EE's not eligible in another group	1x's Salary	\$50,000	\$50,000
Class 5: Non-Union EE's w/ salaries >\$49,000	1x's Salary	\$100,000	\$100,000
Class 6: Non-Union EE's w/ salaries <\$49,000	1x's Salary	\$50,000	\$50,000
Class 7: City Manager	1x's Salary	\$150,000	\$150,000
Class 8: Retirees who retired on or after to July 7, 2007, but prior to October 1, 2015	1x's Salary	\$150,000	\$150,000
Class 9: Retirees who retired prior to July 7, 2007	1x's Salary	\$150,000	\$150,000

Plan Details (Dependent):

Spouse	\$5,000	\$5,000	\$5,000
Child	Birth to 6 mths:		\$1,000
	6 mths to 26 yrs:		\$2,500
Not to exceed:	26 years		

Reduction Schedule:

50% at age 75 (Class 1, 2, 3, 4, 5, 6, 7, 8)
35% at age 65, 58% at age 70, 72% at age 75 (Class 9)

Waiver of Premium:

Conversion:	Included
Accelerated Death Benefit:	Included
Seatbelt/Safe Driver Benefit:	Included (Class 1-9)
Actively at Work Provision:	Included
	Included

Current Enrollment:

156

Employer Contribution:

100%

Participation Requirement:

100%

Rate Guarantee:

2 Year (01/01/2020 - 12/31/2021)

Plan Rates

Sold Plans

Basic Life

\$0.250

AD&D

\$0.020

Dependent Life (Not included in premium)

\$1.676

Dependent AD&D (Not included in premium)

N/A

Estimated Monthly Premiums:

\$1,668

Estimated Annual Premiums:

\$20,015

Rate Change from Current (%):

-18.7%

Rate Change from Current (\$):

-\$4,607

Notes:

Includes Online EAP
Class 8-9 - Life Only, No AD&D

Executive Summary of Voluntary Group Life & AD&D Coverage

City of Holly Hill

January 1, 2020 - December 31, 2020

Sold Plans	
Vendor	USABLE
	<i>Mayor, Commissioners, & All Other Eligible Employees</i>
Plan Details (Employee)	
Benefit (Increments of):	\$10,000
Not to Exceed:	5x's Salary
Maximum Benefit:	\$500,000
Guarantee Issue:	\$120,000
Plan Details (Dependent)	
Spouse Benefit (Increments of):	\$5,000
Maximum Benefit:	\$250,000
Guarantee Issue:	\$30,000
Not to Exceed:	100% of the employees amount
Child(ren) Benefit:	Birth - 6 months \$1,000
Child(ren) Benefit:	6 months-26 years \$2,000 up to \$10,000
Full-Time Student:	26 years
Reduction Schedule:	50% at age 75
Waiver of Premium:	Included
Portability:	Included
Accelerated Death Benefit:	Included
Seatbelt/Safe Driver Benefit:	Included
Actively at Work Provision:	Included
Employer Contribution:	0%
Participation Requirement:	25%
Rate Guarantee:	2 Year (01/01/2020 - 12/31/2021)
Plan Rates per \$1,000	
	Sold Plans
	Employee Spouse
Under 20	\$0.072 \$0.042
Age 20 - 24	\$0.072 \$0.042
Age 25 - 29	\$0.082 \$0.051
Age 30 - 34	\$0.102 \$0.068
Age 35 - 39	\$0.146 \$0.076
Age 40 - 44	\$0.208 \$0.085
Age 45 - 49	\$0.330 \$0.127
Age 50 - 54	\$0.524 \$0.195
Age 55 - 59	\$0.806 \$0.365
Age 60 - 64	\$1.258 \$0.560
Age 65 - 69	\$2.184 \$1.077
Age 70 - 74	\$3.896 \$1.077
Age 75 - 79	\$7.634 \$1.077
Age 80 - 84	\$7.634 \$1.077
Age 85 - 89	\$7.634 \$1.077
Age 90+	\$7.634 \$1.077
AD&D	\$0.023 \$0.023
Child	\$0.225
AD&D	\$0.026

Guarantee Issue not available to covered person
over 70

Notes:

Premium Calculation

Step 1: Benefit ____ / 1000 = ____ # Units

Step 2: # Units ____ x ____ Age-banded Rate = \$ ____ Premium Per Month



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: October 8, 2019
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Piggy-Back Lake County Contract #16-0214 with Leesburg Concrete Company, Inc., to Provide and Install Pre-Cast Restrooms at Ross Point Park; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2019-R-69
APPLICANT:
PLANNER:

DISCUSSION:

The City has identified the Ross Point Restroom as a capital project as part of the FY18-19 budget. The City has identified the Lake County, Florida contract # 16-0214 with Leesburg Concrete Company, Inc., for pre-cast concrete restrooms as the best approach to have the restrooms installed as pre-cast restrooms at Ross Point Park.

Current City of Holly Hill Purchasing Manual

Policy 2.39 Other Government Entities' Contracts.

The City may utilize (piggy-back) any other government entity's open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, GSA Contracts. When another entity's contracts is to be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

The City desires to piggy-back the Lake County, Florida contract # 16-0214 with Leesburg Concrete Company, Inc., for the purchase and installation of pre-cast restrooms at Ross Point

Park.

FISCAL ANALYSIS:

Funding at \$100,000.00 for this project is identified in account 301-8110-580-6300 as project 19BG08. These funds will be part of the FY 2019 Budget carryover budget resolution to fund the project in FY 2020. \$47,000 of these funds are coming from Park impact fees.

STAFF RECOMMENDATION:

Staff recommendation to approve and authorize city manager to execute a Purchase Order with Leesburg Concrete Company, Inc., to provide and install pre-cast restrooms at Ross Point Park by piggy-backing on Lake County Contract #16-0214.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

MOTION:

APPROVE AND AUTHORIZE THE CITY MANAGER TO PIGGY-BACK CONTRACT #16-0214 WITH LAKE COUNTY, FLORIDA WITH LEESBURG CONCRETE COMPANY, INC., TO PROVIDE AND INSTALL PRE-CAST RESTROOMS AT ROSS POINT PARK.

ATTACHMENTS:

- 16-0214 Lake County Precast Building Contract w Extensions 1 2 & 3-Highlighted (PDF)
- Ross-Point-Restroom Bid (PDF)

Resolution No. 2019-69

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGY-BACK LAKE COUNTY CONTRACT #16-0214 WITH LEESBURG CONCRETE COMPANY, INC., TO PROVIDE AND INSTALL PRE-CAST RESTROOMS AT ROSS POINT PARK; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2020-R-XX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGY-BACK LAKE COUNTY CONTRACT #16-0214 WITH LEESBURG CONCRETE COMPANY, INC. TO PROVIDE AND INSTALL PRE-CAST RESTROOMS AT ROSS POINT PARK; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Lake County, Florida has contract #16-0214 with Leesburg Concrete Company, Inc. for providing and installing pre-cast restrooms; and

WHEREAS, the City desires to piggy-back this contract for restrooms to be provided and installed at Ross Point Park.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA AS FOLLOWS:

SECTION 1. That the City Manager of the City of Holly Hill is hereby authorized to piggy-back the Lake County, Florida contract #16-0214 with Leesburg Concrete Company, Inc.

SECTION 2. That this Resolution shall take effect immediately upon its adoption.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED this 8th day of October, 2019.



LAKE COUNTY FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 3 Effective Date: August 8, 2019	2. Contract No.: 16-0214 Effective Date: August 8, 2016
3. Contracting Officer: Ralph E. Tipton Telephone Number: (352) 343-9489	5. Contractor Name and Address: Leesburg Concrete Company, Inc. 1335 Thomas Avenue Leesburg, Florida 34748 Attn: Kirk Rouse
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> . Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION: Contract modification to extend contract for one (1) year expiring on August 7, 2020.	
8. Contractor's Signature REQUIRED Name: <u>Kirk Rouse</u>  Title: <u>V.P.</u> Date: <u>3/8/19</u>	9. Lake County, Florida By: <u>Ralph E. Tipton</u> Senior Contracting Officer <u>03/08/2019</u> Date
10. Distribution: Original – Bid/Contract File Copies - Contractor Contracting Officer	

FISCAL & ADMINISTRATIVE SERVICES - DIVISION OF PROCUREMENT SERVICES
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343.9839 • F 352.343.9473
Board of County Commissioners • www.lakecountyfl.gov

TIMOTHY J. SULLIVAN
District 1

SIÂN M. PARKS, *ALDER*
District 2

WINDY R. BRIEDEN
District 3

JUSTICE CAMPIONE
District 4

JOSH BLAKE
District 5

Attachment: 16-0214 Lake County Precast Building Contract w Extensions 1 & 2 3-Highlighted (2019-R-69 : Approval to Piggy-Back Lake



MODIFICATION OF CONTRACT

1. Modification No.: 2 Effective Date: August 8, 2018	2. Contract No.: 16-0214 Effective Date: August 8, 2016
3. Contracting Officer: Barnett Schwartzman Telephone Number: (352) 343-9424	5. Contractor Name and Address: Leesburg Concrete Company, Inc. 1335 Thomas Avenue Leesburg, Florida 34748 Attn: Kirk Rouse, V.P.
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION: Contract modification to extend for one (1) year expiring August 7, 2019.	
8. Contractor's Signature REQUIRED Name: <u>[Signature]</u> Title: <u>V.P.</u> Date: <u>5/21/18</u>	9. Lake County, Florida By: <u>[Signature]</u> Procurement Services Director <u>21 May 18</u> Date
10. Distribution: Original - Bid No. 16-0214 Copies - Contractor Contracting Officer	

OFFICE OF PROCUREMENT SERVICES
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343.9839 • F 352.343.9473
Board of County Commissioners • www.lakecountyfl.gov

TIMOTHY I. SULLIVAN
District 1

SEAN M. PARKS, ALP, JEP
District 2

WENDY R. BREEDEN
District 3

LESLIE CAMPIONE
District 4

JOSH BLAKE
District 5



MODIFICATION OF CONTRACT

1. Modification No.: 1 Effective Date: August 8, 2017	2. Contract No.: 16-0214 Effective Date: August 8, 2016
3. Contracting Officer: Barnett Schwartzman Telephone Number: (352) 343-9424	5. Contractor Name and Address: Leesburg Concrete Company, Inc. 1335 Thomas Avenue Leesburg, Florida 34748 Attn: Shawn B. Thomas, V.P.
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION: Contract modification to extend for one (1) year expiring August 7, 2018.	
8. Contractor's Signature REQUIRED Name: <u>[Signature]</u> Title: <u>V.P.</u> Date: <u>6-5-17</u>	9. Lake County, Florida By: <u>[Signature]</u> Procurement Services Division Manager <u>5/24/17</u> Date
10. Distribution: Original - Bid No: 16-0214 Copies - Contractor Contracting Officer	

FISCAL & ADMINISTRATIVE SERVICES – DIVISION OF PROCUREMENT SERVICES
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343.9839 • F 352.343.9473
Board of County Commissioners • www.lakecountyfl.gov

TIMOTHY I. SULLIVAN
District 1

SEAN M. PARKS, AICB QEP
District 2

WENDY R. BREEDEN
District 3

LESLIE CAMPIONE
District 4

JOSH BLAKE
District 5

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA
AND
LEESBURG CONCRETE COMPANY, INC.
FOR PURCHASE AND INSTALLATION OF
PRE-CAST CONCRETE RESTROOMS AT COUNTY PARKS
(ITB #16-0214)**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, herein referred to as the COUNTY, by and through its Board of County Commissioners, and Leesburg Concrete Company, Inc., a Florida for profit corporation, its successors and assigns, herein referred to as the CONTRACTOR.

WHEREAS, the COUNTY publicly submitted an Invitation to Bid (ITB) #16-0214 to establish a term and supply contract for the purchase and installation of pre-cast restrooms and other similar structures at COUNTY parks and similar locations on an "as-ordered" basis in conjunction with the COUNTY's needs; and

WHEREAS, the CONTRACTOR desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Purpose

2.1 The purpose of this Agreement is for the CONTRACTOR to provide for the installation of pre-cast restrooms and other similar structures at COUNTY parks and similar locations on an "as-ordered" basis in conjunction with the COUNTY's needs, hereinafter referred to as the "Project."

Article 3. Scope of Professional Services

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONTRACTOR to provide all labor, materials and equipment to complete the Project in accordance with the Scope of Services, attached hereto and incorporated herein as **Attachment A**, along with the additional descriptions of the Project attached hereto and incorporated herein as **Attachment B**. It is understood that the Scope of Services may be modified by change order as the Project progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in

accordance with the COUNTY's Purchasing Policies and Procedures. A copy of these policies and procedures shall be made available to the CONTRACTOR upon request.

3.2 The CONTRACTOR agrees and acknowledges that time is of the essence in completing the Scope of Work identified herein. All services shall be completed no later than the date specified in the Scope of Work, unless a written change order has been duly executed by both parties. Continuation of the performance period beyond the initial period is a COUNTY prerogative, and not a right of the CONTRACTOR. This prerogative may only be exercised when such continuation is clearly in the best interest of the COUNTY.

3.3 This Agreement shall commence on the first calendar day of the month succeeding approval by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the COUNTY's Office of Procurement Services, and is contingent upon the completion and submittal of all required pre-award documents. The initial term of this Agreement shall remain in effect for twelve (12) months, and then the Agreement will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

3.4 Prior to, or upon completion, of the initial term of this Agreement, the COUNTY shall have the option to renew this Agreement for up to four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the COUNTY may consider an adjustment to price based on changes in the following pricing index: Consumer Price Index. It is the CONTRACTOR's responsibility to request in writing any pricing adjustment under this provision. The CONTRACTOR's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The CONTRACTOR adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the CONTRACTOR, the COUNTY will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The COUNTY reserves the right to reject any written price adjustments submitted by the CONTRACTOR and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the Agreement beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of the CONTRACTOR. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY.

3.5 The CONTRACTOR shall coordinate, cooperate, and work with any other consultants retained by the COUNTY. The CONTRACTOR acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

3.6 All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the CONTRACTOR, except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the CONTRACTOR shall notify the COUNTY of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the County.

Should the CONTRACTOR fail to complete the work within the number of days stated in its offer, or the

“not-to-exceed” timeframe cited above, it is hereby agreed and understood that the COUNTY reserves the authority to cancel this Agreement with the CONTRACTOR and to secure the services of another vendor to complete the work. If the COUNTY exercises this authority, the COUNTY shall be responsible for reimbursing the CONTRACTOR for work which was completed and found acceptable to the COUNTY in accordance with the contract specifications. The COUNTY may, at its option, demand payment from the CONTRACTOR, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the COUNTY as a result of having to secure the services of another vendor. If the CONTRACTOR fails to honor this invoice or credit memo, the COUNTY may terminate this Agreement for default.

3.7 The CONTRACTOR shall be solely responsible for obtaining all necessary approvals and permits to complete the Project/Service.

3.8 The CONTRACTOR shall remain appropriately licensed and/or employ the services of a subcontractor who is appropriately licensed throughout the course of the Project/Service. Failure to maintain all required licenses shall entitle the COUNTY, at its option, to terminate this Agreement.

3.9 Although this Agreement identifies specific facilities to be serviced, it is hereby agreed and understood that any COUNTY department or agency facility may be added to this Agreement at the option of the COUNTY. When required by the pricing structure of the Agreement, the CONTRACTOR shall be invited to submit price quotes for these additional facilities. The additional site(s) shall be added to this Agreement by formal modification. The COUNTY may obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the CONTRACTOR or for other reasons at the COUNTY’s discretion. Although this Agreement identifies specific facilities to be serviced, it is hereby agreed and understood that any COUNTY department or agency may delete service for any facility when such service is no longer required, upon fourteen (14) calendar days written notice.

3.10 The CONTRACTOR acknowledges that it has sufficient understanding of the nature and location of the work; the general and local conditions, including but not limited to, those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and roads; and uncertainties of weather or similar physical conditions at the site; the character of equipment and facilities needed preliminary to and during the completion of the Project/Service. The CONTRACTOR further acknowledges that the CONTRACTOR has satisfied itself as to the character, quality and quantity of surface and subsurface materials, obstacles or conditions of the site. Any failure by the CONTRACTOR to acquaint itself with any aspect of the work or with any of the applicable conditions shall not relieve the CONTRACTOR from responsibility for adequately evaluating the difficulty or cost of successfully performing the work required, nor shall it be considered a basis for any claim for additional time or compensation. The COUNTY assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the COUNTY. The COUNTY also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this contract, unless such understanding or interpretations are made in writing and incorporated herein by reference.

3.11 The CONTRACTOR shall carefully examine any supplied drawings and/or specifications and be thoroughly aware regarding any and all conditions that may in any manner affect the work to be performed under this Agreement. The CONTRACTOR shall visit the site to familiarize themselves with the Project/Service, see existing conditions, and take measurements. No additional allowances will be made for lack of knowledge of these conditions.

3.12 In the event of any conflict between the drawings and specifications contained within this Agreement, the following shall govern:

A. Addenda shall supersede all other contract documents to the extent specified in the addenda. Subsequent addenda shall supersede prior to addenda only to the extent specified therein.

B. Drawings and specifications are intended to agree and be mutually complete. Any item not contained within the drawings, but contained in the specifications, or vice-versa, shall be provided and/or executed as shown in either the drawing or specification at no extra costs to the COUNTY. Should anything not included in either the drawing and/or the specifications be necessary for the proper construction and/or operation of the Project/Service as herein specified, or should any error or disagreement between the specifications and drawings exist or appear to exist, the CONTRACTOR shall not derive unjust benefit thereby, or use such disagreement counter to the best interests of the COUNTY. The CONTRACTOR shall immediately notify the COUNTY's Project Manager of any discrepancy and await the Project Manager's direction before proceeding with the work in question.

3.13 The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

A. All persons employed by the CONTRACTOR during the term of this Agreement to perform employment duties within Lake County; and

B. All persons, including subcontractors, assigned by the CONTRACTOR to perform work pursuant to the contract.

3.14 The CONTRACTOR acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, if the Project/Service assigned to the CONTRACTOR is being supported in whole or in part by State funding the CONTRACTOR shall give preference to the employment of state residents in the performance of the work on the Project/Service if state residents have substantially equal qualifications to those of non-residents. If the CONTRACTOR is required to employ state residents, the CONTRACTOR shall contact the Department of Economic Opportunity to post the employment needs in the State's job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

Article 4. Payment

4.1 The COUNTY shall pay and the CONTRACTOR shall accept as full and complete payment for the timely and complete performance of its obligations hereunder as provided in the Pricing Schedule which is attached as **Attachment C** to this Agreement and which is made a part of this Agreement by reference.

4.2 The COUNTY shall provide a single payment for each individual restroom ordered under this Agreement upon delivery, installation, and final acceptance of that facility in all regards. The vendor shall provide a fully documented invoice to the COUNTY user department(s) that requested the units through a purchase order. In addition to the basic information set forth below, the invoices shall identify critical, descriptive data including, but not limited to, model numbers and serial numbers. It shall be understood that such invoices shall not be authorized for payment until such time as a COUNTY representative has inspected and approved the units.

All invoices shall contain the Agreement and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

4.3 The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The COUNTY shall not make payment on partial delivery of supplies, services, or materials.

4.4 In the event any part of this Agreement or the Project/Service, is to be funded by federal, state, or other local agency monies, the CONTRACTOR hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Project/Service and as specifically required by the Federal or state granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements shall be supplied to the CONTRACTOR by the COUNTY upon request.

Article 5. County Responsibilities

5.1 The COUNTY shall designate a County staff member to act as COUNTY's Project Manager. It is agreed to by the parties that the COUNTY's Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the Scope of Services, and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement. The COUNTY's Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

5.2 The COUNTY shall pay in accordance with the provisions set forth in this Agreement.

5.3 The COUNTY retains the right to inspect all work to verify compliance with the contract documents. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used.

Article 6. Construction Provisions

6.1 Intent of the Contract Documents.

A. For purposes of this Agreement, the term "contract documents" includes all bid documents, drawings, the Statement of Work, attachments to this Agreement, and provisions within this Agreement, along with any change orders or amendments to this Agreement.

B. It is the intent of the contract documents to describe a functionally complete Project/Service which defines the scope of work. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project/Service, whether such reference be specified or by implication, shall mean the latest standard

specification, manual, code, law or regulation in effect at the time the work performed, unless specifically stated otherwise herein.

C. The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is binding as though occurring in all.

6.2 Errors and Omissions. The CONTRACTOR shall not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, the CONTRACTOR shall immediately notify the COUNTY in writing of such errors or omissions. In the event the CONTRACTOR knows or should have known of any error or omission and failed to provide such notification, the CONTRACTOR shall be deemed to have waived any claim for increased time or compensation the CONTRACTOR may have had and the CONTRACTOR shall be responsible for the results and the costs of rectifying any such error or omission.

6.3 Contractor Personnel.

A. The CONTRACTOR shall assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to perform their assigned task properly and satisfactorily and to operate any equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in the contract documents.

B. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person shall be immediately discharged from the Project/Service and shall not again be employed on the Project/Service without the written consent of the COUNTY. Should the CONTRACTOR fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due, or may suspend the work with approval of the COUNTY until such orders are complied with.

C. The CONTRACTOR shall at all times have at the Project/Service as its agent a competent superintendent capable and thoroughly experienced in the type of work being performed, who shall receive instructions from the COUNTY. The superintendent shall supervise all trades, direct all Project/Service activities, establish and maintain installation schedules, and provide the COUNTY's Project Manager with progress reports as requested. The superintendent shall have full authority to execute the orders or directions of the COUNTY, and if applicable to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendent shall be furnished regardless of the amount of work sublet. The CONTRACTOR's superintendent shall speak, write, and understand English and shall be on the job site during all working hours.

D. No alcoholic beverages or drugs are permitted on any COUNTY properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

E. The CONTRACTOR shall maintain a dress code for their employee's with a minimum of shirts, pants, and work shoes/boots, in decent condition, at all times while the work is being performed. Additionally, there may be times in which the COUNTY will require all workers on a particular individual Project/Service to wear ID badges. The COUNTY shall supply the ID badges. If ID badges are necessary, the CONTRACTOR will ensure that all workers employed for that particular Project/Service, whether employed by the CONTRACTOR or a subcontractor, are scheduled, prior to assignment, for an appointment during the COUNTY'S normal working hours with the COUNTY'S Project Manager, to process and receive ID badges. All new workers must be assigned an ID badge prior

to starting work for that Project/Service. The CONTRACTOR shall be aware that it may take up to one (1) week to receive ID badges after required information has been received and pictures have been taken.

F. If required by the COUNTY for the Project/Service, the CONTRACTOR shall provide the COUNTY with a complete list of personnel, subcontractors, and representatives of the CONTRACTOR that shall be utilized for the Project/Service. The list shall include a full name, address, telephone number, copy of social security card, and a copy of driver's license/State of Florida identification card/valid passport/valid work visa. Background checks may be performed by the Lake County Sheriff's Office at no expense to the CONTRACTOR, on a Task by Task basis. At no time shall any person associated with the CONTRACTOR be granted access to perform work on COUNTY property prior to a completed background check. All decisions related to the approval of background checks shall be made by the Lake County Sheriff's Office. All decisions are final. The CONTRACTOR must remove any employee, with access to COUNTY facilities, from COUNTY service who is convicted of a felony crime during the time this Agreement is in effect. Failure of the CONTRACTOR to obtain background checks if specified may result in termination of this Agreement. The COUNTY reserves the right to require immediate removal of any employee from COUNTY property it deems unfit for service for any reason. This right is non-negotiable and the CONTRACTOR agrees to this condition by accepting this Agreement. The CONTRACTOR shall have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours.

6.4 Subcontractors.

A. Within five (5) calendar days after the award of any subcontract, the CONTRACTOR shall deliver to the COUNTY a statement setting forth the name and address of the subcontractor, a summary description of the work subcontracted and a copy of the subcontract.

B. The CONTRACTOR shall be fully responsible to the COUNTY for the acts and omissions of the CONTRACTOR's subcontractors and of persons either directly or indirectly employed by them.

C. All subcontractors, for as long as the subcontractor is working on the job site, shall have at least one supervisor/foreman on the job site that shall speak and understand English.

D. The CONTRACTOR shall cause its subcontractors and suppliers to comply with the Project/Service schedule and applicable sub-schedules.

E. Releases of liens from subcontractors shall be required before final payment will be released.

6.5 Completion of the Scope of Services. The CONTRACTOR shall give the work the attention necessary to assure the scheduled progress and shall cooperate fully with the COUNTY and with other contractors on the job site. All work shall be done in accordance with the contract documents. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the COUNTY.

6.6 Emergencies. If required by the Scope of Scopes, the CONTRACTOR shall have a responsible person available at, or reasonably near, the Project/Service on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The CONTRACTOR's responsible

person for supervision of emergencies shall speak and understand, both verbally and in writing, the English language. The CONTRACTOR shall submit to the COUNTY's Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. Included in this list shall be a twenty-four (24) hour contact phone number for all subcontractors, if any, performing work under this Agreement. This list shall contain the name of their supervisors responsible for work pertaining to this Agreement.

In the event of an emergency affecting the safety or protection of persons, or the work or property at the Project/Service site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY is obligated to act to prevent threatened damage, injury or loss. The CONTRACTOR shall contact the COUNTY as soon as possible by telephone and with written notice as soon as feasible thereafter, but no later than twenty-four (24) hours after the occurrence of the emergency, if the CONTRACTOR believes that any significant changes in the work or variations from the contract documents has occurred. If the COUNTY determines that a change in the contract documents is required because of the action taken in response to an emergency, a change order request shall be issued to document the consequences of the changes or variations. If the CONTRACTOR fails to provide written notice within the twenty-four (24) hour limitation noted above, the CONTRACTOR shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

6.7 Safety.

A. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration (OSHA) and any other industry, federal, state or local government standards, including the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to persons or property. The CONTRACTOR shall be aware that while working for the COUNTY, representatives from agencies such as OSHA are invitees and need not have warrants or permission to enter the work site. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the CONTRACTOR.

B. The CONTRACTOR certifies that all material, equipment, etc. to be used in an individual Project/Service meets all Occupational Safety and Health Administration (OSHA) requirements. The CONTRACTOR further certifies that if any of the material, equipment, etc. is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by the CONTRACTOR and its employees

C. All safety devices installed by the manufacturer on equipment utilized by the CONTRACTOR on the jobsite shall be in place and in proper working order at all times. If the COUNTY determines that the equipment is deficient in safety devices, the CONTRACTOR shall be notified immediately. The CONTRACTOR shall immediately repair, or remove the equipment from service until the deficiency is corrected to the satisfaction of the COUNTY.

D. The COUNTY may periodically monitor the work site for safety. Should there be safety and/or health violations, the COUNTY shall have the authority, but not the duty, to require the

CONTRACTOR to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by the COUNTY, the Project/Service will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

E. Should the work site be in a hazardous area, the COUNTY shall take reasonable actions to furnish the CONTRACTOR with information concerning hazards such as the types or the identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the CONTRACTOR in the planning of a safe work site. The CONTRACTOR retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

F. The CONTRACTOR shall erect and maintain, as required by existing conditions and contract performance, safeguards for safety and protection such as barricades, danger signs, a construction fence, and other warnings against hazardous conditions.

G. The CONTRACTOR shall be responsible for the removal of all surplus material and debris from the Project/Service site at the end of each work day. All costs associated with clean-up and debris removal shall be included in the lump sum price stated elsewhere herein. The CONTRACTOR shall leave the site clean and neat. All work must be cleaned up prior to the next day of business. At no time shall the specified work interfere with the regular operating hours of Lake County. The CONTRACTOR must have ample cleaning supplies on-site for clean-up. At no time shall the CONTRACTOR use County cleaning supplies or equipment. Upon final completion, the CONTRACTOR shall thoroughly clean-up all areas where work has been involved as mutually agreed with the COUNTY's Project Manager. **PLEASE NOTE: If at any time the CONTRACTOR fails to clean up the work area to acceptable levels the COUNTY shall retain outside cleaning services and the actual costs for this service shall be deducted from the CONTRACTOR's final payment with the minimum cost of \$50.00 to offset COUNTY time for securing services to properly clean and inspect the site.**

H. The CONTRACTOR shall confine all equipment, materials and operations to the Project/Service site and areas identified in the Contract documents. CONTRACTOR shall assume all responsibility for any damage to any such area resulting from the performance of the work.

I. The CONTRACTOR is responsible for notifying the COUNTY of any hazardous materials used on the work site and providing the COUNTY a copy of the Material Safety Data Sheets (MSDS). Any spillage of hazardous chemicals and/or wastes by the CONTRACTOR shall be reported immediately to the COUNTY and cleaned up in accordance with all State and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals and/or wastes caused by the CONTRACTOR shall be the sole responsibility of the CONTRACTOR and the COUNTY shall share no responsibility of these costs. A copy of the complete report showing compliance with local, state, and federal agencies shall be given to the COUNTY. If any hazardous chemicals or conditions are discovered during the normal operation, it is the responsibility of the CONTRACTOR to immediately contact the COUNTY with a description and location of the condition. The MSDS shall include the following information:

1. The chemical name and the common name of the toxic substance
2. The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness, and reactivity.
3. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substances.

4. The primary route of entry and symptoms of exposure.
5. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure;
6. The emergency procedure for spills, fire, disposal and first aid.
7. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
8. The year and month, if available, that the information was compiled, and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

J. The CONTRACTOR shall designate a competent person of its organization whose duty shall be the prevention of accidents. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be the CONTRACTOR's Superintendent unless otherwise designated in writing to the COUNTY'S Project Manager. All communications to the Superintendent shall be as binding as if given to the CONTRACTOR.

6.8 Traffic Maintenance.

A. In the event that any of the work is conducted within any public right of way the CONTRACTOR shall be responsible for proper Maintenance of Traffic (MOT). Unless otherwise specified, the standard specifications to be used for the work shall be as promulgated by the Florida Department of Transportation (F.D.O.T.).

B. Maintenance of traffic shall be the responsibility of the CONTRACTOR, is part of the CONTRACTOR's proposal price, and shall conform to F.D.O.T.'s most current editions of "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," 2015 edition (or latest edition), or FDOT "ROADWAY AND TRAFFIC DESIGN STANDARDS," 2015 (or latest edition), or FDOT "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS," 2015 (or latest edition), Federal Highway Administration (FHWA) "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)," 2015 (or latest edition), and all supplemental specifications thereto. These documents can be ordered from F.D.O.T, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, or by going to the F.D.O.T. website at: www.dot.state.fl.us/mapsandpublications.

C. All costs associated with MOT must be included in the CONTRACTOR's proposal price. No separate line items for MOT will be included in the cost estimate. If the CONTRACTOR does not comply with the F.D.O.T. and the F.H.W.A (i.e. signs, qualified flaggers and/or barricades), the COUNTY reserves the right to direct the CONTRACTOR to cease operation until deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies.

D. If the CONTRACTOR feels that assistance from an off duty police officer is needed, it shall be the responsibility of the CONTRACTOR, at the CONTRACTOR's sole cost and expense, to hire and pay for this service.

E. All lane closures shall have the prior approval of the COUNTY.

F. The foregoing requirements are to be considered as minimum and the CONTRACTOR's compliance shall in no way relieve the CONTRACTOR of final responsibility for providing adequate

traffic control devices for the protection of the public and CONTRACTOR's employees throughout the work area.

G. The use of public roads and streets by the CONTRACTOR shall provide a minimal inconvenience to the public and traffic. Furthermore, if the CONTRACTOR is utilizing the road by driving the slow moving equipment, the operator shall allow no more than three (3) vehicles to be backed up behind them at any time before pulling to the side to let traffic pass.

6.9 Underground Utilities. Any required ground digging or subsurface work shall be done in accordance with Chapter 556, Florida Statutes. It shall be the responsibility of the CONTRACTOR to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call. They may be reached by calling 1-800-432-4770. The repairs of any damaged underground utilities as a result of the work being performed by the CONTRACTOR shall be the responsibility of the CONTRACTOR. The proper utility company shall be contacted immediately to expedite the repairs, if damage has occurred. The COUNTY shall also be notified by telephone at the earliest opportunity and shall be followed up with a written explanation of the incident within two (2) days.

6.10 General Inspection Requirements.

A. Due to the nature of this Agreement, the COUNTY shall at the time of establishment of need, require the CONTRACTOR to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangement for CONTRACTOR's inspection of facilities or sites and/or activity schedules may be secured from the user department. Failure to visually inspect the facilities or sites may be cause for disqualification of CONTRACTOR on that individual Project/Service.

B. The CONTRACTOR shall furnish the COUNTY with every reasonable accommodation for ascertaining whether the work performed and materials used are in accordance with the requirements and intent of the contract documents. If the COUNTY so requests, the CONTRACTOR shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the CONTRACTOR shall restore the uncovered portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove unacceptable in the opinion of the COUNTY, the uncovering or removal, and the replacing of the covering or making good of the parts removed, shall be at the CONTRACTOR's expense. However, should the work thus exposed or examined prove acceptable in the opinion of the COUNTY, the uncovering or removing and the replacing or the covering or making good of the parts removed, shall be paid for as unforeseen work.

C. If, during or prior to construction operations, the COUNTY should fail to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent the COUNTY's later rejection when such defect is discovered, nor obligate the COUNTY to final acceptance or payment, and the CONTRACTOR shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

D. If, during or prior to construction operations, the COUNTY rejects any portion of the work on the grounds that the work or materials are defective, the COUNTY shall give the CONTRACTOR notice of the defect, which notice may be confirmed in writing. The CONTRACTOR shall then have seven (7) calendar days from the date the notice is given to correct the defective condition. If the CONTRACTOR fails to correct the deficiency within the seven (7) calendar days after receipt of the notice, the COUNTY may take any action necessary, including correcting the deficient work utilizing

another contractor, returning any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense or terminating the contract. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the COUNTY. The COUNTY will not be responsible to pay for any product or service that does not conform to the contract specifications.

E. Should the CONTRACTOR fail to remove and renew any defective materials used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the contract requirements, within the time indicated in writing, the COUNTY shall have the authority to cause the unacceptable or defective materials or work to be corrected as necessary at the CONTRACTOR's expense. Any expense incurred by the COUNTY, whether direct, indirect or consequential, in making said repairs, removals, or renewals shall be paid for out of any monies due or which may become due to the CONTRACTOR. A change order shall be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such costs shall include, but not be limited to, costs of repair and replacement of work destroyed or damaged by correction, removal or replacement of the CONTRACTOR's defective work and additional compensation due the COUNTY. The CONTRACTOR shall not be allowed an extension of the contract time because of any delay in performance of the Project/Service attributable to the exercise by the COUNTY of the COUNTY's rights and remedies hereunder. If the CONTRACTOR fails to honor the change order, the COUNTY may terminate the contract for default.

F. All work performed and all materials furnished shall be in reasonably close conformity with the tolerances indicated in the specifications. In the event the COUNTY'S Project Manager finds the materials or the finished product in which the materials are used and not within reasonably close conformity to the specifications, the COUNTY's Project Manager will then make a determination if the work shall be accepted and remain in place. In this event, the COUNTY's Project Manager will document the basis of acceptance by a change order that will provide for an appropriate deduction as needed in the contract price for such work or materials as the COUNTY's Project Manager deems necessary to conform to the determination based on the COUNTY's Project Manager's professional judgment.

G. When the United States Government or the State of Florida is to pay a portion of the cost of construction, the work will be subject to such inspection by federal or state representatives as deemed necessary, but such inspections will in no case make the United States Government or the State of Florida a party to this contract.

6.11 Project/Service Materials and Storage.

A. Unless otherwise specified within the contract documents, all materials to be used to complete the Project/Service, except where recycled content is specifically requested, shall be new, unused, of recent manufacture, and suitable for its intended purpose. All goods shall be assembled, fully serviced and ready for operation when delivered. In the event any of the materials supplied by the CONTRACTOR are found to be defective or do not conform to specifications: (1) the materials may be returned to the CONTRACTOR at the CONTRACTOR's expense and the contract cancelled or (2) the COUNTY may require the CONTRACTOR to replace the materials at the CONTRACTOR's expense.

B. Materials shall be placed to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use, as determined by the COUNTY, shall not be used in the work, and shall be removed from the site by the CONTRACTOR at the CONTRACTOR's expense. Until incorporated into the work, materials shall be the sole responsibility of the CONTRACTOR and the CONTRACTOR shall not be paid for such

materials until incorporated into the work. If any chemicals, materials or products containing toxic substances are to be used at any time, the CONTRACTOR shall furnish a Material Safety Data Sheet to the COUNTY prior to commencing such use.

C. All unusable materials and debris shall be removed from the premises at the end of each workday and disposed of in an appropriate manner.

6.12 Time for Completion and Extensions.

A. Purchase orders shall be issued for Project/Services to the Contractor. Issuance of a purchase order is not a directive to begin work unless otherwise specified. A written notice to proceed is required for the Contractor to schedule or begin work. Email notice is acceptable.

B. The CONTRACTOR shall diligently pursue the completion of the work and coordinate the work being done on the Project/Service by its subcontractors and material suppliers, as well as coordinate the CONTRACTOR's work with the work of other contractors so that the CONTRACTOR's work or the work of others shall not be delayed or impaired. The CONTRACTOR shall be solely responsible for all construction means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the contract documents. The time for completion requirements are contained in Article 3.2 above.

C. Should the CONTRACTOR be obstructed or delayed in the completion of the work as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to the CONTRACTOR's fault or neglect, the CONTRACTOR shall notify the COUNTY in writing within twenty-four (24) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

D. If the CONTRACTOR complies with the twenty-four (24) hour notice requirement, the COUNTY shall ascertain the facts and the extent of the delay being claimed and recommend an extension to the contract time when, in the COUNTY's sole judgment, the findings of fact justify such an extension. The CONTRACTOR shall cooperate with the COUNTY's investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted only for those delays which impact the CONTRACTOR's construction schedule. Extensions of contract time, if approved by the COUNTY, must be authorized by written change order.

6.13 Changes in the Scope of Services.

A. The COUNTY may at any time, by written change order, in accordance with the COUNTY's Purchasing Policy and Procedures, increase or decrease the scope of the work. For changes in work requested by CONTRACTOR, the CONTRACTOR shall prepare and submit change order requests for COUNTY approval. Each change order shall include time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the Project/Service. Both the COUNTY and the CONTRACTOR shall execute the change order.

B. The value of such extra work or change shall be determined by the contract unit values, if applicable unit values are set forth in this Agreement. The amount of the change shall be computed from such values and added to or deducted from the contract price.

C. If the COUNTY and the CONTRACTOR are unable to agree on the change order for requested change, the CONTRACTOR shall, nevertheless, promptly perform the change as directed in writing by the COUNTY. If the CONTRACTOR disagrees with the COUNTY's adjustment determination, the CONTRACTOR must make a claim pursuant to the Claims and Disputes section herein, or else be deemed to have waived any claim on this matter the CONTRACTOR might have otherwise had.

D. For work not contemplated by the original Agreement, the amount of an increase shall be limited to the CONTRACTOR's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit, unless otherwise agreed to in writing by the COUNTY. In such case, the CONTRACTOR shall keep and present to the COUNTY an itemized accounting together with appropriate supporting data. In the event such changed work is performed by a subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the CONTRACTOR for all of its overhead and profit, for a total overall maximum markup of fifteen percent (15%) of the amount of changed work. All compensation due the CONTRACTOR and any subcontractor or sub-subcontractor for field and home office overhead is included in the markups listed above.

E. The COUNTY shall not be liable to the CONTRACTOR for any increased compensation in the absence of a written change order executed in accordance with COUNTY policy. The payment authorized by such a change order shall represent full and complete compensation to the CONTRACTOR for labor, materials, incidental expenses, overhead, profit, impact costs and time associated with the work authorized by such change order.

F. Execution by the CONTRACTOR of a properly authorized change order shall be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the change order.

G. Upon receipt of an approved change order, changes in the Scope of Services shall be promptly performed. All changes in work shall be performed under the terms and conditions of this Agreement.

6.14 Claims and Disputes.

A. Claims by the CONTRACTOR shall be made in writing to the COUNTY within two (2) business days, unless another provision of this Agreement sets forth a different time frame, after the commencement of the event giving rise to such claim or the CONTRACTOR shall be deemed to have waived the claim. All claims shall be priced in accordance with the section in this document entitled "Changes in Work".

B. The CONTRACTOR shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

C. Claims by the CONTRACTOR shall be resolved in the following manner: (1) Upon receiving the claim and supporting data, the COUNTY shall within fifteen (15) calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY shall

specify the grounds for denial. The CONTRACTOR shall then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is. (2) If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator shall be mutually selected by the parties and each party shall pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, the CONTRACTOR may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

D. Claims by the COUNTY against the CONTRACTOR shall be made in writing to the CONTRACTOR as soon as the event leading to the claim is discovered by the COUNTY. Written supporting data shall be submitted to the CONTRACTOR. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work". The CONTRACTOR shall respond in writing within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY shall have the option to submit the matter to mediation as set forth in (C) above.

E. Arbitration shall not be considered as a means of dispute resolution.

F. **NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONTRACTOR expressly acknowledges and agrees that the CONTRACTOR shall receive no damages for delay. However, this provision shall not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONTRACTOR shall be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

6.15 Acceptance of the Work and Final Payment. The work delivered and services rendered under this Agreement shall remain the property of the CONTRACTOR and shall not be deemed complete until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. Any goods and/or services purchased under this Agreement may be tested/inspected for compliance with the specifications listed.

A. Final Inspection. When all materials have been furnished, all work has been performed, and the construction contemplated by the contract has been satisfactorily completed, the COUNTY shall make the final inspection. The final inspection shall be completed within five (5) business days of receipt of notification from the CONTRACTOR that the Project/Service is ready. The COUNTY shall notify the CONTRACTOR if necessary of any deficiencies with the Project/Service, and the CONTRACTOR shall correct all deficiencies before final acceptance and payment is made.

B. Maintenance of Work. The CONTRACTOR shall maintain all work in as-new condition until the final inspection is completed and the work is accepted by the COUNTY. All insurance shall be maintained until final acceptance by the COUNTY.

C. Final Acceptance. When the Project/Service or any portion thereof, as designated by the COUNTY, is ready for its intended use, the COUNTY and any other invited parties shall make an inspection of the Project/Service, to verify its completeness and develop a punch list of items needing completion or correction before final payment will be made. The CONTRACTOR shall have ten (10) calendar days to correct all deficiencies. An eighty dollar (\$80.00) re-inspection fee shall be applied for

the third inspection and any required re-inspection thereafter. The COUNTY shall have the right to exclude the CONTRACTOR from those portions of the work designated as complete after the inspection; provided, however, that the CONTRACTOR will have reasonable access for the time allotted by the COUNTY to complete or correct items on the punch list. When the work provided for under this Agreement has been completely performed by the CONTRACTOR, and the final inspection has been made by the COUNTY, a final invoice will be prepared by the CONTRACTOR. The amount of this invoice, less any sums that may have been deducted or retained under the provisions of this Agreement, will be paid to the CONTRACTOR in accordance with Article 4 of this Agreement, and after the CONTRACTOR has agreed in writing to accept the balance due, as determined by the COUNTY, as full settlement of the account under the contract and of all claims in connection therewith. Occupancy by the COUNTY alone does not constitute final acceptance.

D. Waiver of Claims. The CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims by the CONTRACTOR against the COUNTY arising out of the contract or otherwise related to the Project/Service, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time the final estimate is prepared. Neither the acceptance of the work nor payment by the COUNTY shall be deemed a waiver of the COUNTY's rights to enforce any continuing obligations of the CONTRACTOR or to the recovery of damages for defective work not discovered by the COUNTY at the time of final inspection.

E. Termination of Contractor's Responsibilities. This Agreement will be considered complete when all work has been completed and accepted by the COUNTY and all warranty periods have expired. The CONTRACTOR will then be released from further obligation except as set forth in this Agreement.

F. Recovery Rights Subsequent to Final Payment. The COUNTY reserves the right, should an error be discovered in the invoice, or should proof of defective work or materials used by or on the part of the CONTRACTOR be discovered after the final payment has been made, to claim and recover from the CONTRACTOR by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the COUNTY.

6.16 Warranties. All warranties shall begin on the date of the COUNTY's acceptance and shall last for a period of twelve (12) months unless otherwise specified in the scope of services, plans or specifications. The CONTRACTOR shall obtain and assign to the COUNTY all express warranties given to the CONTRACTOR or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project/Service. The CONTRACTOR warrants to the COUNTY that any materials and equipment furnished under the contract documents shall be new unless otherwise specified, and that all work shall be of good quality, free from defects and in conformance with the contract documents. The CONTRACTOR further warrants to the COUNTY that all materials and equipment furnished under the contract documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for the contract documents. This warranty requirement shall remain in force for the full period identified above, regardless of whether CONTRACTOR is still under contract at the time of the defect. These warranties are in addition to those implied warranties to which the COUNTY is entitled as a matter of law. Further, a specific warranty period is included as a requirement as follows:

A. If sod is used as part of an individual Project/Service, it shall be warranted to be free of noxious and invasive weeds, disease, and insects. If pests and/or noxious weeds manifest themselves within sixty (60) days of placement of the sod, the CONTRACTOR shall treat the affected

areas. The process for treating these areas shall be approved by the COUNTY. If the sod does not meet any of the required specifications, the CONTRACTOR shall be responsible to replace it at no expense to the COUNTY. It shall be the responsibility of the CONTRACTOR to insure that the sod is sufficiently established as described as specified in the scope of services, plans, or specifications. If the sod dies or does not become established the CONTRACTOR shall be responsible for the replacement at no cost to the COUNTY.

B. **Correcting Defects Covered Under Warranty.** The CONTRACTOR shall be responsible for promptly correcting any deficiency, at no cost to the COUNTY, within five (5) calendar days after the COUNTY notifies the CONTRACTOR of such deficiency in writing. If the CONTRACTOR fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the COUNTY may, at its discretion, notify the CONTRACTOR in writing that the CONTRACTOR may be debarred as a COUNTY vendor, and/or become subject to contractual default if the corrections or replacements are not completed to the satisfaction of the COUNTY within five (5) calendar days of receipt of the notice. If the CONTRACTOR fails to satisfy the warranty within the period specified in the notice, the COUNTY may (a) place the CONTRACTOR in default of its contract and/or (b) procure the products or services from another source and charge the CONTRACTOR for any additional costs that are incurred by the COUNTY for this work or items, either through a credit memorandum or through invoicing.

6.17 Liquidated Damages. Unless otherwise agreed to, weather events are specifically excluded as excused cause for delay under this agreement and no additional days shall be given for rain days. If the deficiencies have been noted and the remedies have not been completed within the contracted time, the COUNTY may send out a notification notifying the CONTRACTOR of assessment of Liquidated Damages that can be applied for any day over the time allowed under this Agreement.

The COUNTY and the CONTRACTOR recognize that, since time is of the essence for this agreement, the COUNTY will suffer financial loss if the work is not completed within the time specified. The COUNTY will be entitled to assess, as Liquidated Damages, but not as a penalty, for each calendar day after the scheduled completion date the Project/Service continues. The Project/Service shall be deemed to be completed on the date the work is considered complete to the satisfaction of the COUNTY. The CONTRACTOR hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty. The parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of the COUNTY'S actual damages at the time of contracting if the CONTRACTOR fails to complete the work in a timely manner. The Liquidated Damages shall be as follows:

<u>Specific Project/Service Amount</u>	<u>Daily Charge Per Calendar Day</u>
\$5,000 and under.....	\$ 25
Over \$5,000 but less than \$10,000.....	\$ 65
\$10,000 or more but less than \$20,000	\$ 91
\$20,000 or more but less than \$30,000	\$121
\$30,000 or more but less than \$40,000	\$166
\$40,000 or more but less than \$50,000	\$228
\$50,001 or more	\$250

The COUNTY shall retain from the compensation to be paid to the CONTRACTOR the above described sum. Any CONTRACTOR that is in default for not completing the work within the time specified, at the

option of the COUNTY, may not permitted to perform work for the COUNTY until the Project/Service is complete and the liquidated damages sum is satisfied.

6.18 Sanitation. If the Project/Service does not involve interior work, the CONTRACTOR shall be required to provide and maintain adequate sanitary conveniences for the use of persons employed for the Project/Service. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the COUNTY's Project Manager's approval. All such facilities shall be installed and maintained in accordance with applicable federal, state, and local laws.

6.19 Submittals and Equal Products.

A. Submittals of products required for the Project/Service assigned to the CONTRACTOR hereunder, shall be supplied to the COUNTY for pre-approval prior to the start of the work. These documents shall be provided to the COUNTY at least one (1) week before the installation.

B. If a product or service requested by the COUNTY for the Project/Service has been identified in the specifications by a brand name, and has not been notated as a "No Substitute," item, such identification is intended to be descriptive and not restrictive, and is to indicate the quality and characteristics of product or service that will be acceptable. If the CONTRACTOR offers an alternate product or service for consideration, such product must be clearly identified by the CONTRACTOR to the COUNTY. The COUNTY shall make a determination whether the alternate meets the salient characteristics of the specifications. An alternate product will not be considered for any item notated "No Substitute."

C. Unless the CONTRACTOR clearly indicates in its response that it is proposing an alternate product, the response shall be considered as offering the same brand name referenced in the specifications. If the CONTRACTOR proposes to furnish an alternate product or service, the brand name of the product or service to be furnished shall be clearly identified. A formal submittal for the alternate/shop drawings shall be submitted. The evaluation of the alternate and the determination as to acceptability of the alternate product or service shall be the responsibility of the COUNTY and will be based upon information furnished by the CONTRACTOR. The COUNTY will not be responsible for locating or securing any information which is not included in the CONTRACTOR's response. To ensure that sufficient information is available, the CONTRACTOR shall furnish as part of the bid or proposal all descriptive material by providing the manufacturer specification sheets so the COUNTY can make an informed determination whether the product offered meets the salient characteristics required by the specifications. Failure to do so will require the use of the specified products.

6.20 Fees. The following is a list of fees that may be assessed to the CONTRACTOR during the term of this Agreement. These fees are assessed to help offset the additional costs associated with COUNTY labor and vehicle usage required for unnecessary inspections or missed appointments. The fees, if any, shall be deducted from the final invoices.

A. Failure to respond to emergency calls	\$250.00/day
B. Late to emergency calls	\$36.00/hour
C. Failure to provide documents or reports	\$75.00/day

Any re-inspection fee charged to the COUNTY by other agencies having jurisdiction over the Project/Service, shall additionally be charged back to the CONTRACTOR.

6.21 Furnish and Install Requirements. The specifications and/or statement of work contained within this Agreement describe the various functions and classes of work required as necessary for the completion of the Project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the CONTRACTOR from furnishing, installing or performing such work where required for the satisfactory completion of the Project. The CONTRACTOR shall also be required to provide adequate general user training to COUNTY personnel on the appropriate use of the materials or products as and if necessary.

6.22 Labor, Materials, and Equipment Shall be Supplied by the Contractor. Unless otherwise stated in this solicitation the CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory performance under this Agreement. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the COUNTY's Project Manager.

Article 7. Special Terms and Conditions

7.1 Termination. This Agreement may be terminated by the COUNTY upon ten (10) calendar days advance written notice to the other party; but if any work, service or task hereunder is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work, service or task is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required ten (10) calendar day advance written notice, the COUNTY shall reimburse the CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of the CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The ten (10) calendar day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

7.2 Assignment of Agreement. This Agreement shall not be assigned except with the written consent of the COUNTY's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONTRACTOR. Additionally, unless otherwise stipulated herein, the CONTRACTOR shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

7.3 Insurance.

A. The CONTRACTOR shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONTRACTOR under the terms and provisions of the Agreement. An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The parties agree that the policies of insurance and confirming certificates of insurance shall insure the CONTRACTOR is in accordance with the following minimum limits:

- (i) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- (ii) Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
-----------------------	-------------

- (iii) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured, he or she will not hold the County responsible for any payment or compensation.

- (iv) Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

- (v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and

omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear all applicable policies.

C. Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificate(s) of insurance shall identify the ITB number in the Description of Operations section of the Certificate.

E. Certificate of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

F. Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions; or the CONTRACTOR shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

I. The CONTRACTOR shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the Contractor's requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by the CONTRACTOR, nor a failure to disapprove that insurance, shall relieve the CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

7.4 Indemnity. The CONTRACTOR shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONTRACTOR to take out and maintain the above insurance. Additionally, the CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional

fees or other expenses or liabilities resulting from the negligent act, error or omission of the CONTRACTOR, its agents, employees or representative, in the performance of the CONTRACTOR's duties set forth in this Agreement.

7.5 Independent Contractor. The CONTRACTOR, and all its employees, agree that they shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONTRACTOR shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon on resulting from the award or making of this Agreement.

7.6 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement.

7.7 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7.8 Conflict of Interest. CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or indirectly in the business of CONTRACTOR conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

7.9 Retaining Other Contractors. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

While the COUNTY has listed all major items which are utilized by County departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this Agreement. Under these circumstances, a County representative will contact the CONTRACTOR to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right to award these ancillary items to the CONTRACTOR, another vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

7.10 Accuracy. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the services provided herein.

7.11 Additional Services. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to the CONTRACTOR or to acquire the items from another vendor through a separate solicitation.

7.12 Right to Audit. The County reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) complete calendar years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the CONTRACTOR in performance of any work hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) calendar days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

7.13 Public Records.

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR's office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the Project/Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

B. Any copyright derived from this Agreement shall belong to the author. The author and the CONTRACTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONTRACTOR will not be eligible for any compensation.

C. Pursuant to Section 119.0701, Florida Statutes, the CONTRACTOR shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the COUNTY to perform the services identified herein.

2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
3. 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 and following completion of the contract if the CONTRACTOR does not transfer the records to COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PROCUREMENT SERVICES, 352-343-9839, 315 W. MAIN STREET, TAVARES, FLORIDA 32778, bschwartzman@lakecountyfl.gov.

Failure to comply with this subsection shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

7.14 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

7.15 Business Hours of Operation. Unless otherwise specified in the technical specifications, all work performed shall be accomplished between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, and no work shall be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been requested in writing by the CONTRACTOR and approval, in writing, has been granted by the COUNTY. Request for permission to work must be received by the COUNTY no less than two (2) days prior to the requested workday. The exception to this pre-approval requirement would be in the case of an emergency in which the emergency specification as outlined in General Terms and Conditions, Section 3, Emergencies, would apply. County Holidays are as follows: New Year's Day; Martin Luther King, Jr.

Day; Presidents' Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; and Christmas Day.

Special schedules may be established if necessary because of problems with noise or similar difficulties affecting other County facilities, County operations, or citizens in homes or buildings/rooms adjacent to the work being completed. When the CONTRACTOR requests and is approved for Saturday, Sunday or Holiday work, the COUNTY may assess the CONTRACTOR the sum of Two Hundred Fifty Dollars (\$250.00) per man per day for each Saturday, Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

7.16 Minimum Wage. The wage rate paid to all laborers, mechanics and apprentices employed by CONTRACTOR for the work under the Agreement shall not be less than the prevailing wage rates for similar classifications of work as established by the federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

7.17 Protection of Property. All existing structures, utilities, services, roads, trees, shrubbery and property in which the COUNTY has an interest shall be protected against damage or interrupted services at all times by the CONTRACTOR during the term of this contract, and the CONTRACTOR shall be held responsible for repairing or replacing damaged property to the satisfaction of the COUNTY which is damaged by reason of the CONTRACTOR's operation on the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR. All items damaged as a result of CONTRACTOR or subcontractor operations belonging to third parties, such as but not limited to: sidewalks, irrigation, curbs, pipes, drains, water mains, pavement, mail boxes, turf, signs, or other property shall either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR's expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

Furthermore, if the Project/Service is to be completed within COUNTY facilities, the CONTRACTOR shall be responsible for repairing or replacing any portion of any COUNTY facility, whether interior or exterior, damaged by reason of the CONTRACTOR's operation within the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR. All items within a facility belonging to third parties, or to commissioners, officers, employees, leasees, invitees, or agents of the COUNTY, including but not limited to personal items and/or furniture shall either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR's expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

7.18 Risk of Loss. The CONTRACTOR assumes the risk of loss of damage to the COUNTY'S property during possession of such property by the CONTRACTOR, and until delivery to and acceptance of that property to the COUNTY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of the CONTRACTOR or a third party.

7.19 Accident Notification. If in the course of completing work as part of this Agreement there is an accident that involves the public, the CONTRACTOR shall as soon as possible inform the COUNTY of the incident by telephone. The CONTRACTOR shall follow up in writing within two (2) business days of the incident. If Law Enforcement was involved and has written a report, the CONTRACTOR shall forward a copy of the report to the COUNTY.

Article 8. Miscellaneous Provisions

8.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

8.2 Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

8.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

8.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

8.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

8.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

8.7 During the term of this Agreement the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONTRACTOR employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

8.8 The CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

8.9 The employee(s) of the CONTRACTOR shall be considered at all times its employee(s) and not an employee(s) or agent(s) of the COUNTY. The CONTRACTOR shall provide employee(s) capable of performing the work as required. The COUNTY may require the CONTRACTOR to remove any employee it deems unacceptable.

8.10 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

8.11 With the consent of the CONTRACTOR, other agencies may make purchases in accordance with the contract. Any such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name. In addition, although this solicitation is specific to a County Department, it is agreed and understood that any County department may avail itself of this contract and purchase any and all items specified herein at the contract price(s) established herein. A

contract modification shall be issued by the County identifying the requirements of the additional County department(s).

8.12 The CONTRACTOR shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. The CONTRACTOR shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. The CONTRACTOR shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

8.13 The CONTRACTOR shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

8.14 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

8.15 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:

Shawn B. Thomas, Vice President
Leesburg Concrete Company, Inc.
1335 Thomas Avenue
Leesburg, FL 34748

If to COUNTY:

County Manager
County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800
Fax: 352-343-5618

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 9. Scope of Agreement

9.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

9.2 This Agreement contains the following Attachments, all of which are incorporated herein:

Attachment A	Scope of Services
Attachment B	Addendums
Attachment C	Pricing

Agreement between Lake County, Florida and Leesburg Concrete Company, Inc. for Purchase and Installation of Pre-Cast Concrete Restrooms at County Parks; ITB #16-0214

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chair and by CONTRACTOR through its duly authorized representative.

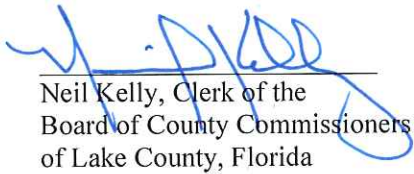
CONTRACTOR

By: 

Shawn B. Thomas, Vice President
Leesburg Concrete Company, Inc.
License #: MFG8760009503; CBC 1254153

COUNTY

ATTEST:


Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida


Sean M. Parks
Chairman

This 19th day of July, 2016.

Approved as to form and legality:


Melanie Marsh
County Attorney

ATTACHMENT A: SCOPE OF SERVICES

Provide and Install Pre-Cast Concrete Restrooms and Other Buildings

General

The awarded contractor shall provide, furnish, and install precast concrete restrooms and other building(s) as individually ordered by the County and in accordance with all direction included in Attachment 2 of this solicitation. The structures shall be delivered and placed on a contractor-provided stone foundation constructed in full accordance with manufacturer's recommendations. The building is to be provided to the contractor by the manufacturer, in conformance with the manufacturer's structural requirements, with all necessary openings specified by contractor.

Although this effort is primarily focused on structures to be installed at Lake County parks, the resulting contract may be utilized by other Lake County government departments.

All work under the contract shall be performed in conformance with all aspects of this Scope of Services and the drawings and specifications provided at Attachment 2.

Although a specific manufacturer and specific model designations are stated in Attachment 2, the County will consider equal products from alternate sources in the manner described in solicitation provision 1.24. In addition, vendors proposing alternate products are to provide engineering calculations/drawings designed and sealed by a professional engineer licensed to practice in the State of Florida in support of any proposed alternate structure.

Estimated Permit Fees for the Proposed Work Stated Above.

For each pre-fabricated (modular) building, the fees are estimated at the following levels presuming each installation falls under County jurisdiction.

Given a square footage of 228 square foot the structures should fall under the commercial minimum of \$150.00 for the structure, \$75 for the plumbing and the OTF/Trust fees of \$9.00. The estimated per unit permit fee totals \$231.76.

The Building Services Division will need plans for review before issuing permits. This process is more than a one day turn around. For questions regarding building permits please contact Building Services Division at (352) 343-9653.

**ATTACHMENT 2
INVITATION TO BID 16-0214**

**SPECIFICATIONS AND DRAWINGS FOR PROVISION
AND INSTALLATION OF RESTROOMS AND OTHER
PRECAST BUILDINGS**



LAKE COUNTY PARKS AND TRAILS

Table of Contents

Drawings and Specifications for Restrooms and other Pre-cast Buildings Lake County, Florida

Section 1. Finish Options

Section 2. Precast Concrete Buildings

Specifications for the Precast Concrete Building
 Drawing 1: 10' x 12' x 8'h storage building layout and elevation
 Drawing 2: 30' x 8' x 8'h dugout layout and elevation
 Drawing 3: 31' x 8' x 8'h dugout with storage layout and elevation

Section 3. Precast Concrete Dry Vault Restrooms

Specifications for the Precast Concrete Dry Vault Restroom
 Drawing 4: Blue Ridge Single Dry Vault Restroom
 Drawing 5: Sierra Outback Double Dry Vault Restroom

Section 4. Precast Concrete Plumbed Restrooms

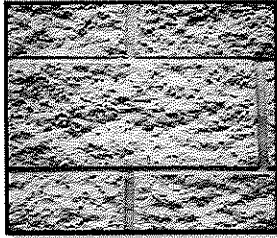
Specifications for the Precast Concrete Plumbed Restroom
 Drawing 6: Logan Single Plumbed Restroom
 Drawing 7: Carson Double Plumbed Restroom
 Drawing 8: Sierra Outback Double Plumbed Restroom
 Drawing 9: Northlake Triple Plumbed Restroom
 Drawing 10: The Volusia 6 stall Plumbed Restroom
 Drawing 11: 20' x 24' x 8'h Concession with Four Stall Restroom
 Drawing 12: 24' x 30' x 8'h Concession with Eight Stall Restroom

Section 5. Site Assembled Precast Panelized Building

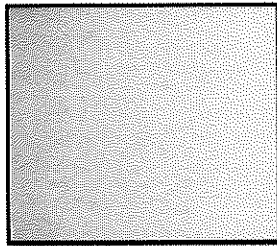
Specifications for the Site Assembled Precast Panelized Building
 Drawing 13: 20' x 24' p.43
 Drawing 14: 20' x 30' p.44

Section 1

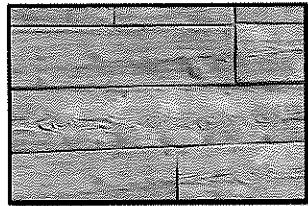
Finish Options



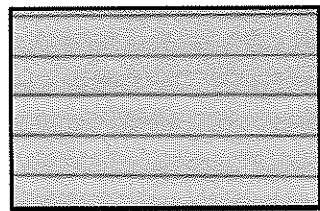
Split Face Block



Stucco



Barn Board



Lap Siding

SECTION 2

Precast Concrete Buildings

Specifications for the Precast Concrete Building

Drawing 1: 10' x 12' x 8'h storage building layout and elevation

Drawing 2: 30' x 8' x 8'h dugout layout and elevation

Drawing 3: 31' x 8' x 8'h dugout with storage layout and elevation

PRECAST CONCRETE BUILDING**SPECIFICATION SHEET****PART 1 – GENERAL****1.01 SUMMARY**

Contractor or manufacturer to furnish a turn-key precast concrete building to be brought to the site in assembled modules or site assembled depending on size and set upon a level and compacted granular rock sub-base with up to a 100 ton crane, all included in the bid price. All site clearing and rough grading to within 6 inches of level are done by owner, excavation for sub-base to be done by contractor or manufacturer. To be an EasiSet/EasiSpan Building as manufactured by Leesburg Concrete Company Incorporated. Contractor or Manufacturer will pull all permits and connect to utilities, if any, that are stubbed no more than 25' from the desired install location; utilities located further than 25' will be individually negotiated.

1.02 QUALITY ASSURANCE

- A. Florida DBPR Insignia required, Section 553, Part I F.S.
- B. ACI-318-08, "Building Code Requirements for Reinforced Concrete". Concrete Reinforcing Institute, "Manual of Standard Practice".
- C. ANSI/ASCE-7-10 "Building Code Requirement for Minimum Design Loads in Buildings and Other Structures".
- D. Florida Building Code 2014
- E. IBC 2012
- F. Concrete Reinforcing Institute, "Manual of Standard Practice".
- G. UL-752 test method level 5 for bullet resistance on concrete surfaces, certified by an independent ballistic laboratory.
- H. Fabricator must be a certified producer/member of The National Precast Concrete Association (NPCA).
- I. No alternate building designs to the pre-engineered building as produced by Leesburg Concrete will be allowed unless pre-approved by the owner 10 days prior to the bid date.

1.03 DESIGN REQUIREMENTS

- A. Design Loads
 - 1. Seismic Design Category 'C', Importance Factor 1
 - 2. Standard Live Roof Load – 60 PSF
 - 3. Standard Floor Load – 250 PSF (if precast floor provided by building manufacturer)
 - 4. Standard Wind Loading – ASCE 7-10 conforming to geographic area.
- B. Roof: To be post tensioned. The roof shall extend 4" beyond the wall panel and have a turndown design which extends ½" below the top edge of the wall panels to prevent water migration into the building along the top of wall panels.
- C. Floor – The floor is provided with the precast building and the walls sit on top of the floor with the floor extending to the edge of the walls for additional strength. Floor should be a minimum of 5 inches thick

and have a looped post tension cable. Floor will have a ½" recessed keyway around the perimeter to accept the walls so as to form a physical water barrier.

1.04 SUBMITTALS

- A. Drawings and calculations sealed by a professional engineer, licensed to practice in the state where the project is located, shall be submitted for approval.
- B. Manufacturer to provide cut sheets on all attached fixtures.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Concrete: Steel-reinforced, 5000 PSI minimum 28-day compressive strength.
- B. Reinforcing Steel: ASTM A615, grade 60 unless otherwise specified.
- C. Post-tensioning Strand: Roof and floor shall be post-tensioned with a 41K polystrand CP50, .50", 270 KSI, 7-wire strand post tension cable, enclosed within a greased plastic sheath (ASTM A416).
- D. Caulking: All joints between panels shall be caulked on the exterior and interior surface of the joints. Caulking shall be SIKAFLEX-1A elastic sealant or equal. Exterior caulk joint to be 3/8" x 3/8" square so that sides of joint are parallel for correct caulk adhesion.
- E. Vents: Two screened aluminum vents to be cast in rear wall. Vents shall be SUNVENT 8"x16" with bug screen, or equal.
- F. Panel Connections: All panel connections shall be welded together utilizing imbedded weld plates with Nelson anchors. Assembly shall be welded by a certified welder.

2.02 ACCESSORIES

Doors and Frames: Shall comply with Steel Door Institute "Recommended Specifications for Standard Steel Doors and Frames" (SDI-100), and as herein specified. The building may be equipped with double 3'-0" x 6'-8" x 1-3/4", 18-gauge galvanized/insulated CECO Imperial right hand reverse metal doors with 16-gauge galvanized frames, or equal. Doors and frames shall be bonderized and painted one coat of rust inhibitive primer and one finish coat of enamel paint.

A. Door Hardware:

- 1. Handle: Yale 8822 Mortise Lever Lockset
- 2. Hinges: PB-31/NRP/26D 4 ½" x 4 ½" (chrome-plated with non-removable hinge pins), 3 per door or equal.
- 3. Lock Set: PDQ Industries KR116 – 32D (stainless steel finish) or equal.
- 4. Surface Bolt, Upper: Cal-Royal 045901426D (satin chrome finish) or equal.
- 5. Surface Bolt, Lower: Cal-Royal 045901426D (satin chrome finish) or equal.
- 6. Removable Astragal: A4441/68R or equal, optional.
- 7. Threshold: National Guard 897V60 raised interior, extruded aluminum threshold with neoprene seal or equal.

8. Door Holder: Glynn-Johnson 904H US32D (stainless steel finish), overhead slide type surface mounted door holder or equal.
9. Drip Cap: National Guard 15D72 or equal.
10. Door Stop: Ives 445B26D (Inactive leaf only) or equal.

B. 1- Solatube 160 DS 10" skylight.

2.03 FINISHES

- A. Interior of Building: Smooth form finish on all interior panel surfaces.
- B. Exterior of Building shall be form lined finished in a pattern selected from the Lake County Building Finish Options page and noted on the drawings.
- C. Paint: 1 coat of Loxon primer and two coats of Duracraft paint in owner's choice of exterior color. Inside walls to be painted in white, floor to be painted in Sherwin Williams HC Silver Gray # 124.

PART 3 – EXECUTION

3.01 SITE PREPARATION

- A. Building shall bear fully on a bed of crushed 3/8" stone base that is at least one foot larger in all directions than the footprint of the building.
- B. Stone shall be a minimum of 4" thick or down to firm sub grade. The vertical soil capacity under stone shall be compacted to have minimum bearing of 1,500 pounds per square foot. Stone shall be 3/8" or smaller and must be screeded level within 1/4" in both directions. Stone shall be placed within a perimeter form with flat and level top edge for screeding. Forming material shall remain around stone after the building is set.
- C. The crushed stone base shall be kept within the confines of the soil or perimeter form. Do not allow the base to become unconfined so that it may wash, erode, or otherwise be undermined.

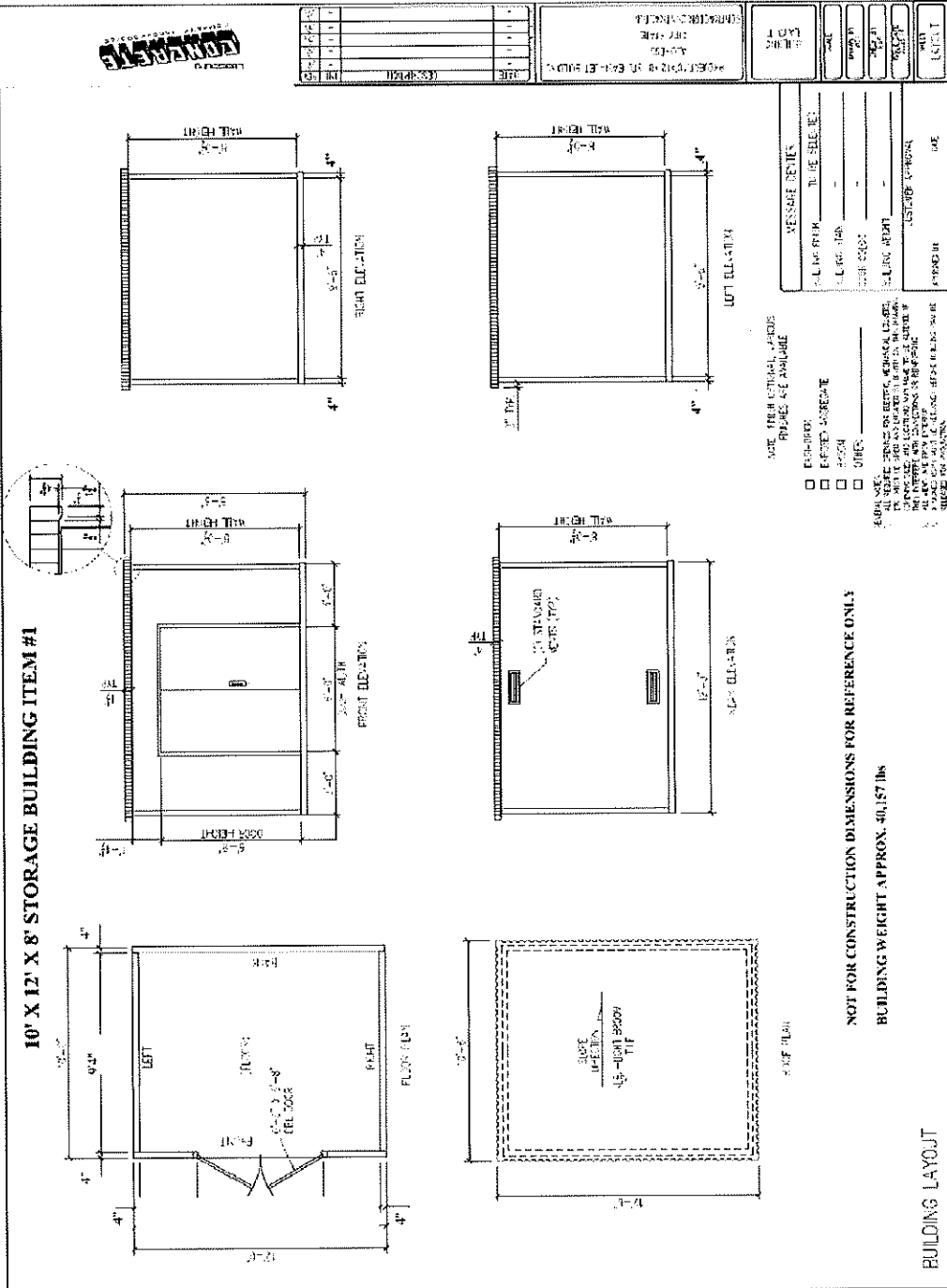
OR

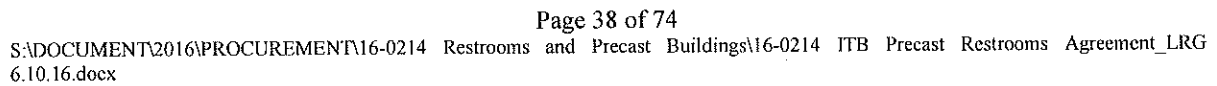
If building is placed on pavement or concrete slab, substrate below pavement or slab must have a vertical soil capacity of 1,500 pounds per square foot. Place stone or sand to 1" above highest point of area where building will be placed and at least 1'-0" wide all around the building footprint. Retain stone or sand with a perimeter form to prevent the material from washing out.

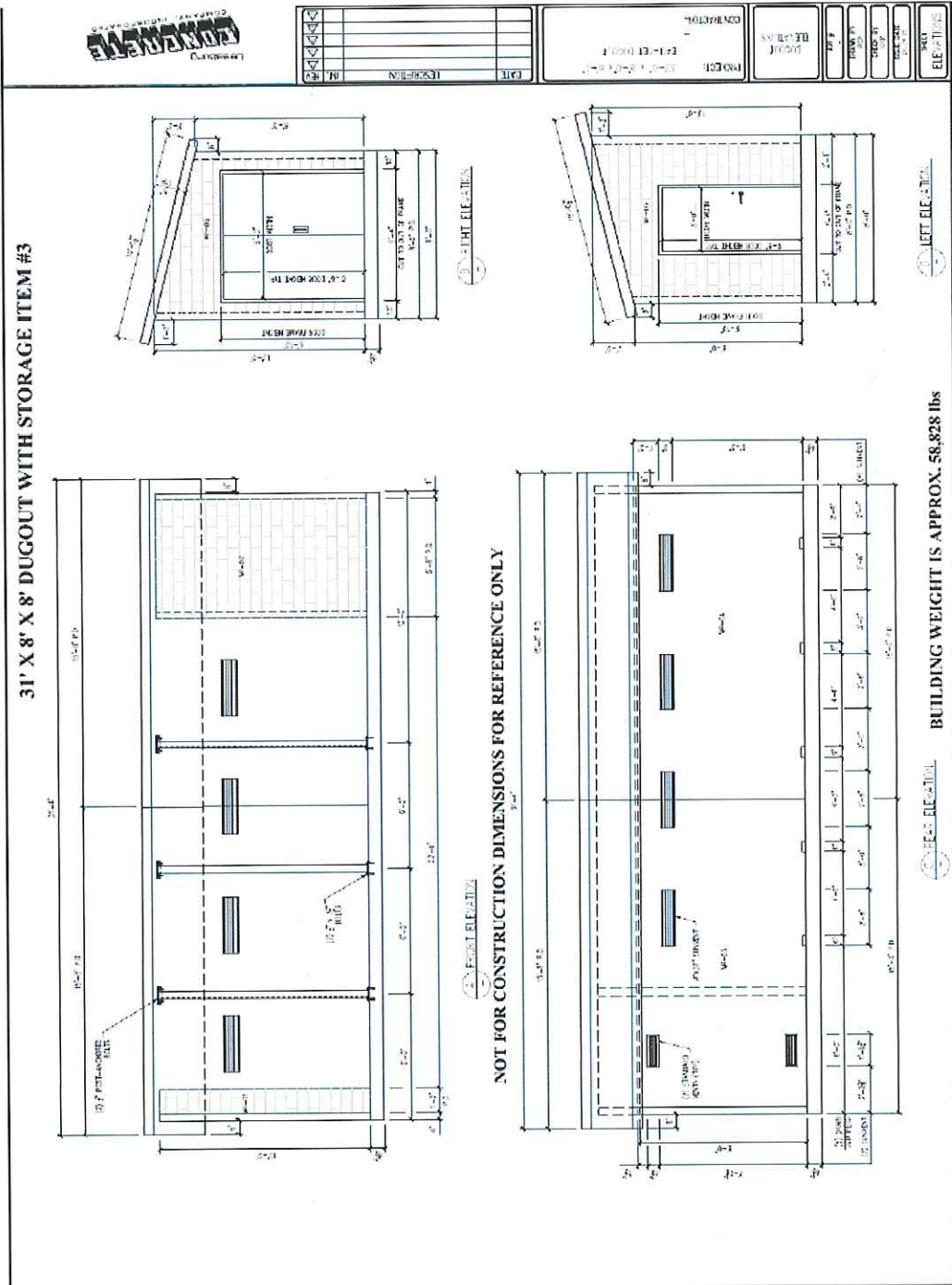
- D. Provide positive drainage for the fill, pad, or slab as required.
- E. Contractor or Manufacturer to haul off excess dirt from excavation for sub-base and sidewalk.

3.02 ACCESS

The contractor must provide for a level, unobstructed area large enough for a 100 ton crane and a tractor-trailer to park adjacent to the pad. Crane must be able to place outriggers within 5'-0" of edge of pad, and truck and crane must be able to get side by side under their own power. No overhead obstructions may be within 75' radius of center of pad. Firm roadbed with turns that allow 65' lowbed tractor-trailer must be provided directly to site. No building shall be placed closer than 2'-0" to an existing structure.







SECTION 3

Precast Concrete Dry Vault Restrooms

Specifications for the Precast Concrete Dry Vault Restroom
Drawing 4: Blue Ridge Single Dry Vault Restroom
Drawing 5: Sierra Outback Double Dry Vault Restroom

PRECAST CONCRETE DRY VAULT RESTROOM**SPECIFICATION SHEET****PART 1 – GENERAL****1.01 SUMMARY**

Contractor or manufacturer to furnish a turn-key precast concrete dry vault restroom. Building to be brought to the site in assembled modules and set upon a level and compacted granular rock sub-base with up to a 100 ton crane, all included in the bid price. All site clearing and rough grading to within 6 inches of level are done by owner, excavation for restroom vaults to be done by contractor or manufacturer. To be an EasiSet/EasiSpan Building as manufactured by Leesburg Concrete Company Incorporated. Contractor or Manufacturer will pull all permits and connect to utilities, if any, that are stubbed no more than 25' from the desired install location; utilities located further than 25' will be individually negotiated.

1.02 QUALITY ASSURANCE

- A. Florida DBPR Insignia required, Section 553, Part I F.S.
- B. ACI-318-08, "Building Code Requirements for Reinforced Concrete". Concrete Reinforcing Institute, "Manual of Standard Practice".
- C. ANSI/ASCE-7-10 "Building Code Requirement for Minimum Design Loads in Buildings and Other Structures".
- D. Florida Building Code 2014
- E. IBC 2012
- F. Concrete Reinforcing Institute, "Manual of Standard Practice".
- G. UL-752 test method level 5 for bullet resistance on concrete surfaces certified by an independent ballistic laboratory.
- H. Fabricator must be a certified producer/member of The National Precast Concrete Association (NPCA).
- I. No alternate building designs to the pre-engineered building as produced by Leesburg Concrete will be allowed unless pre-approved by the owner 10 days prior to the bid date.

1.03 DESIGN REQUIREMENTS

- A. Design Loads
 - 1. Seismic Design Category 'C', Importance Factor 1
 - 2. Standard Live Roof Load – 60 PSF
 - 3. Standard Floor Load – 250 PSF (if precast floor provided by building manufacturer)
 - 4. Standard Wind Loading – ASCE 7-10 conforming to geographic area.
 - 5. Designed to meet the requirements of the Americans With Disabilities Act Requirements and Uniform Federal Accessibility Standard including as of the date of these specifications.
 - 6. Incorporates all design aspects of Sweet Smelling Technology (SST) as outlined by Brian Cook for the U. S. Forest

Service. SST equals Fresh Air Naturally (FAN) by Easi-Set Industries. ("In Depth Design and Maintenance Manual for Vault Toilets" – July 1991 – Publication No. 9123 1601)

7. Has one or two, one-piece vault(s) unit(s) to support the entire building, with a one piece floor unit with a 150 p.s.f. load capacity.
- B. Roof: To be post tensioned. The roof shall extend 4" beyond the wall panel and have a turndown design which extends ½" below the top edge of the wall panels to prevent water migration into the building along the top of wall panels.
- C. Floor – The floor covers the entire footprint of the holding tanks and the walls sit on top of the floor with the floor extending to the edge of the walls for additional strength. Floor should be a minimum of 5 inches thick and have a looped post tension cable. Floor will have a ½" recessed keyway around the perimeter to accept the walls so as to form a physical water barrier.
- D. Vault - Precast Concrete Vault
 1. Plate for vault cleanout cover will be ¼" thick diamond plate steel. Lid will be configured so that it can be locked with a padlock. Lid will be designed to resist surface runoff penetration into the vault. A neoprene gasket will be provided around the entire perimeter of the lid to provide an airtight seal.
 2. Vault Coating - A USFS approved black Bituthene coatings as outlined in the ("In Depth Design and Maintenance Manual for Vault Toilets" – July 1991 – Publication No. 9123 1601) will be applied to the interior walls and the bottom of the building floor which prevents hydrogen sulfite gas from attacking the concrete.
 3. Sealant between vault and toilet floor to be 1"x1" Butyl Rubber Sealant. A septic tank grade neoprene gasket is also applied in between the holding tanks and floor to seal the joint.

1.04 SUBMITTALS

- A. Drawings and calculations sealed by a professional engineer, licensed to practice in the state where the project is located, shall be submitted for approval.
- B. Manufacturer to provide cut sheets on all attached fixtures.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Concrete: Steel-reinforced, 5000 PSI minimum 28-day compressive strength.
- B. Reinforcing Steel: ASTM A615, grade 60 unless otherwise specified.
- C. Post-tensioning Strand: Roof and floor shall be post-tensioned with a 41K polystand CP50, .50", 270 KSI, 7-wire strand post tension cable, enclosed within a greased plastic sheath (ASTM A416).
- D. Caulking: All joints between panels shall be caulked on the exterior and interior surface of the joints. Caulking shall be SIKAFLEX-LA elastic sealant or equal. Exterior caulk joint to be 3/8" x 3/8" square so that sides of joint are parallel for correct caulk adhesion.
- E. Vents: Two screened aluminum vents to be cast in rear wall. Vents shall be SUNVENT 8"x16" with bug screen, or equal.
- F. Panel Connections: All panel connections shall be welded together utilizing imbedded weld plates with Nelson anchors. Assembly shall be welded by a certified welder.

2.02 ACCESSORIES

1. Doors and Frames: 16 gauge galvanized 3068 HM door and frame, 4 7/8" throat, Schlage ND series heavy duty grade 1 cylindrical lockset and LCN series 1 Closer surface mounted. All doors and frames are in accordance with NOA 10-0209.07
2. ADA Stainless Steel Mirror
3. Toilet tissue dispenser Bobrick model # BOB-2740
4. Grab bar 36" Bobrick model # B 5806.99x36.
5. Grab bar 42" Bobrick model # B 5806.99x42.
6. Soap Dispenser by Bobrick model # BOB B-2112
7. Wall mounted trash can by Bobrick model # BOB-279
8. Door signs by Hillman with Braille, Men, Women, Unisex
9. ADA Compliant pit type toilet riser by Romtec Engineering 18" high, white cross linked polyethylene with heavy duty seat.
10. Solatube 160 DS 10" skylight in each restroom.

2.03 FINISHES

- A. Interior of Building: Smooth form finish on all interior panel surfaces.
- B. Exterior of Building shall be form lined finished in a pattern selected from the Lake County Building Finish Options page and noted on the drawings.
- C. Paint: 1 coat of Loxon primer and two coats of Duracraft paint in owner's choice of exterior color. Inside walls to be painted in white, floor to be painted in Sherwin Williams HC Silver Gray # 124.

PART 3 – EXECUTION

3.01 SITE PREPARATION REQUIREMENTS

A. Excavation and Elevation

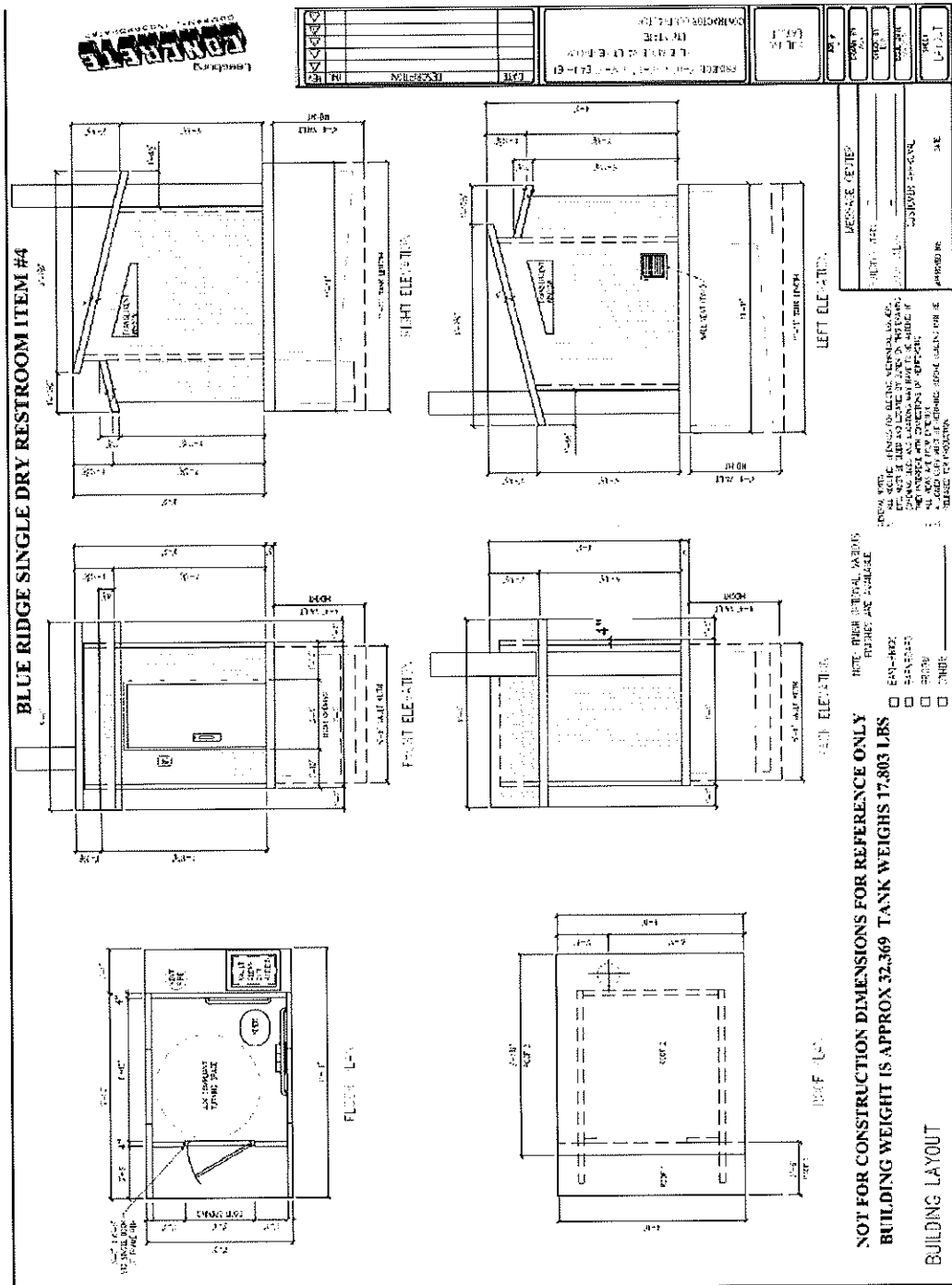
1. Comply with all applicable OSHA Standards for excavation.
2. The double vault toilet requires a hole that is 16ft wide and 16ft long as measured at the bottom. Depth should be 4'-9" below desired finished floor elevation.
3. Finish floor elevation will be 4-6 inches above natural grade measured at the front (entrance) of the exterior slab unless otherwise approved by the customer. The customer may specify a finish floor elevation for buildings at some sites. The contractor will install buildings at these sites with the floor elevation within ± 0.05 feet of the specified floor elevation. It is very important that the installation provides drainage away from the structure.

B. Bedding and Compaction

1. Compact the natural ground at the bottom of the vault excavation with a minimum of three passes with a whacker-type mechanical compactor or equivalent approved by the customer.
2. Install sand or aggregate bedding material for leveling course. Compact leveling course with one pass with a whacker-type mechanical tamper or equivalent approved by the customer. Grade leveling course so there will be no high spots in the middle of the vault bottom. Compact with a second pass with a whacker or approved equivalent tamper.
3. Set vault in place. Backfill around structure. Use excavation material for backfill except that rocks larger than six inches in maximum dimensions shall not be placed within six inches of the exterior vault walls.
4. Contractor or Manufacturer to haul off excess dirt from excavation for sub-base and sidewalk.

3.02 ACCESS

The contractor must provide for a level, unobstructed area large enough for a 100 ton crane and a tractor-trailer to park adjacent to the pad. Crane must be able to place outriggers within 5'-0" of edge of pad, and truck and crane must be able to get side by side under their own power. No overhead obstructions may be within 75' radius of center of pad. Firm roadbed with turns that allow 65' lowbed tractor-trailer must be provided directly to site. No building shall be placed closer than 2'-0" to an existing structure.



SECTION 4

Precast Concrete Plumbed Restrooms

Specifications for the Precast Concrete Plumbed Restroom

Drawing 6: Logan Single Plumbed Restroom

Drawing 7: Carson Double Plumbed Restroom

Drawing 8: Sierra Outback Double Plumbed Restroom

Drawing 9: Northlake Triple Plumbed Restroom

Drawing 10: The Volusia 6 stall Plumbed Restroom

Drawing 11: 20' x 24' x 8'h Concession with Four Stall Restroom

Drawing 12: 24' x 30' x 8'h Concession with Eight Stall Restroom

PRECAST CONCRETE PLUMBED RESTROOM**SPECIFICATION SHEET****PART 1 – GENERAL****1.01 SUMMARY**

Contractor or manufacturer to furnish a turn-key precast concrete plumbed restroom to be brought to the site in assembled modules or site assembled depending on size and set upon a level and compacted granular rock sub-base with up to a 100 ton crane, all included in the bid price. All site clearing and rough grading to within 6 inches of level are done by owner, excavation for restroom sub-base to be done by contractor or manufacturer. To be an EasiSet/EasiSpan Building as manufactured by Leesburg Concrete Company Incorporated. Contractor or Manufacturer will pull all permits and connect to utilities, if any, that are stubbed no more than 25' from the desired install location; utilities located further than 25' will be individually negotiated.

1.02 QUALITY ASSURANCE

- A. Florida DBPR Insignia required, Section 553, Part I F.S.
- B. ACI-318-08, "Building Code Requirements for Reinforced Concrete". Concrete Reinforcing Institute, "Manual of Standard Practice".
- C. ANSI/ASCE-7-10 "Building Code Requirement for Minimum Design Loads in Buildings and Other Structures".
- D. Florida Building Code 2014
- E. IBC 2012
- F. Concrete Reinforcing Institute, "Manual of Standard Practice".
- G. UL-752 test method level 5 for bullet resistance on concrete surfaces, certified by an independent ballistic laboratory.
- H. Fabricator must be a certified producer/member of The National Precast Concrete Association (NPCA).
- I. No alternate building designs to the pre-engineered building as produced by Leesburg Concrete will be allowed unless pre-approved by the owner 10 days prior to the bid date.

1.03 DESIGN REQUIREMENTS**A. Design Loads**

- 1. Seismic Design Category 'C', Importance Factor 1
- 2. Standard Live Roof Load – 60 PSF
- 3. Standard Floor Load – 250 PSF (if precast floor provided by building manufacturer)
- 4. Standard Wind Loading – ASCE 7-10 conforming to geographic area.
- 5. Designed to meet the requirements of the Americans With Disabilities Act Requirements and Uniform Federal Accessibility Standard including as of the date of these specifications.
- B. Roof: To be post tensioned. The roof shall extend 4" beyond the wall panel and have a tumdown design which extends ½" below the top edge of the wall panels to prevent water migration into the building along the top of wall panels.

- C. Floor – The floor is provided and the walls sit on top of the floor with the floor extending to the edge of the walls for additional strength. Floor should be a minimum of 5 inches thick and have a looped post tension cable. Floor will have a ½" recessed keyway around the perimeter to accept the walls so as to form a physical water barrier.

1.04 SUBMITTALS

- A. Drawings and calculations sealed by a professional engineer, licensed to practice in the state where the project is located, shall be submitted for approval.
B. Manufacturer to provide cut sheets on all attached fixtures.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Concrete: Steel-reinforced, 5000 PSI minimum 28-day compressive strength.
B. Reinforcing Steel: ASTM A615, grade 60 unless otherwise specified.
C. Post-tensioning Strand: Roof and floor shall be post-tensioned with a 41K polystrand CP50, .50", 270 KSI, 7-wire strand post tension cable, enclosed within a greased plastic sheath (ASTM A416).
D. Caulking: All joints between panels shall be caulked on the exterior and interior surface of the joints. Caulking shall be SIKAFLEX-LA elastic sealant or equal. Exterior caulk joint to be 3/8" x 3/8" square so that sides of joint are parallel for correct caulk adhesion.
E. Vents: Two screened aluminum vents to be cast in rear wall. Vents shall be SUNVENT 8"x16" with bug screen, or equal
F. Panel Connections: All panel connections shall be welded together utilizing imbedded weld plates with Nelson anchors. Assembly shall be welded by a certified welder.

2.02 ACCESSORIES

1. Doors and Frames: 16 gauge galvanized 3068 HM door and frame, 4 7/8" throat, Schlage ND series heavy duty grade 1 cylindrical lockset and LCN series 1 Closer surface mounted. All doors and frames are in accordance with NOA 10-0209.07
2. ADA Stainless Steel Mirror
3. Toilet tissue dispenser Bobrick model # BOB-2740
4. Grab bar 36" Bobrick model # B 5806.99x36.
5. Grab bar 42" Bobrick model # B 5806.99x42.
6. Soap Dispenser by Bobrick model # BOB B-2112
7. Wall mounted trash can by Bobrick model # BOB-279
8. Door signs by Hillman with Braille, Men, Women, Family
9. Stainless steel Acorn Engineering wall mounted rectangular lavatory sink 20" x 22" model # 1953-LC-09 without valves.
10. Chicago Faucet model number 857-E12-665PSHABCP.
11. Stainless steel Acorn Engineering wall mounted rear discharge toilet model # 1675
12. Sloan Royal Flushometer manual flush valve.
13. Solatube 160 DS 10" skylight in each restroom.

2.03 FINISHES

- A. Interior of Building: Smooth form finish on all interior panel surfaces.
B. Exterior of Building shall be form lined finished in a pattern selected from the Lake County Building Finish Options page and noted on the drawings.

- C. Paint: 1 coat of Loxon primer and two coats of Duracraft paint in owner's choice of exterior color. Inside walls to be painted in white, floor to be painted in Sherwin Williams HC Silver Gray # 124.

PART 3 - EXECUTION

3.01 SITE PREPARATION

- A. Contractor or Manufacturer to bring all necessary utilities to a determined centralized point so as to align with an opening in the chase floor as called out in the manufacturer's provided plans.
- B. Building shall bear fully on a bed of crushed 3/8" stone base that is at least one foot larger in all directions than the footprint of the building.
- C. Stone shall be a minimum of 4" thick or down to firm sub grade. The vertical soil capacity under stone shall be compacted to have minimum bearing of 1,500 pounds per square foot. Stone shall be 3/8" or smaller and must be screeded level within 1/4" in both directions. Stone shall be placed within a perimeter form with flat and level top edge for screeding. Forming material shall remain around stone after the building is set.
- D. The crushed stone base shall be kept within the confines of the soil or perimeter form. Do not allow the base to become unconfined so that it may wash, erode, or otherwise be undermined.

OR

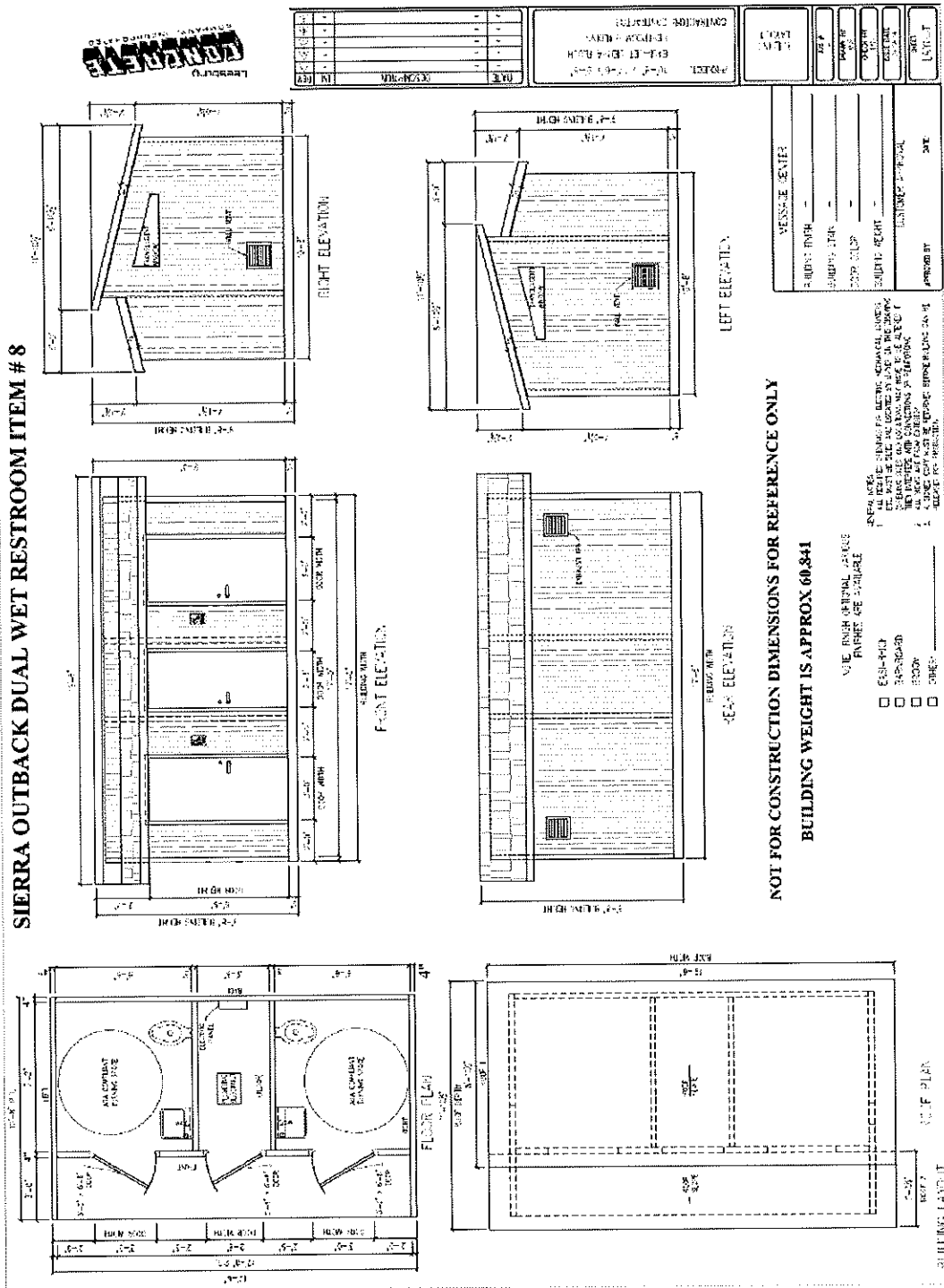
If building is placed on pavement or concrete slab, substrate below pavement or slab must have a vertical soil capacity of 1,500 pounds per square foot. Place stone or sand to 1" above highest point of area where building will be placed and at least 1'-0" wide all around the building footprint. Retain stone or sand with a perimeter form to prevent the material from washing out.

- E. Provide positive drainage for the fill, pad, or slab as required.
- F. Contractor or Manufacturer to haul off excess dirt from excavation for sub-base and sidewalk.

3.02 ACCESS

The contractor must provide for a level, unobstructed area large enough for a 100 ton crane and a tractor-trailer to park adjacent to the pad. Crane must be able to place outriggers within 5'-0" of edge of pad, and truck and crane must be able to get side by side under their own power. No overhead obstructions may be within 75' radius of center of pad. Firm roadbed with turns that allow 65' lowbed tractor-trailer must be provided directly to site. No building shall be placed closer than 2'-0" to an existing structure.

[illegible]



[illegible]

DEAR ELEVATION

CONCRETE
LORDS OF THE CONCRETE

CONCRETE
COMPANY, INCORPORATED
-Easing-



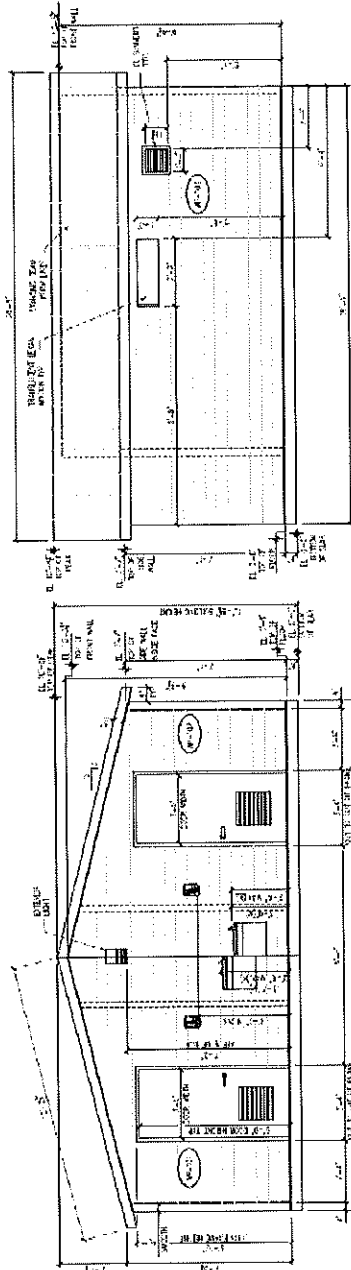
BUILDING WEIGHS APPROX 108,000 lbs

1. NAME OF THE COMPANY	_____	DATE
2. ADDRESS OF THE COMPANY	_____	MOBILE
3. NAME OF THE PERSONNEL	_____	CONTACT NO.
4. NAME OF THE PERSONNEL	_____	CONTACT NO.

HELLO EVERYONE

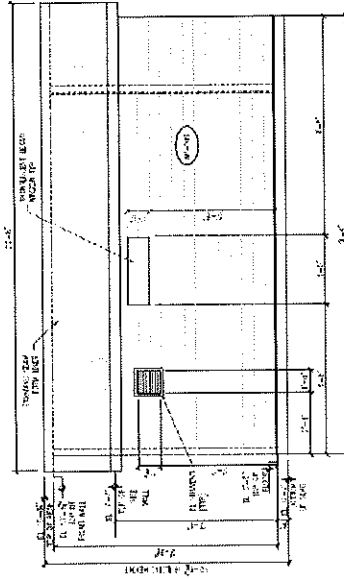
[illegible][illegible]

THE VOLUSIA 6 STALL PLUMBED RESTROOM ITEM #10 p. 2 of 2

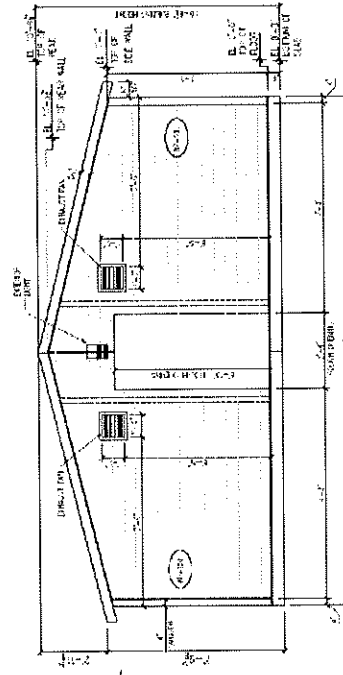


FRONT ELEVATION

NOT FOR CONSTRUCTION DIMENSIONS ARE FOR REFERENCE ONLY

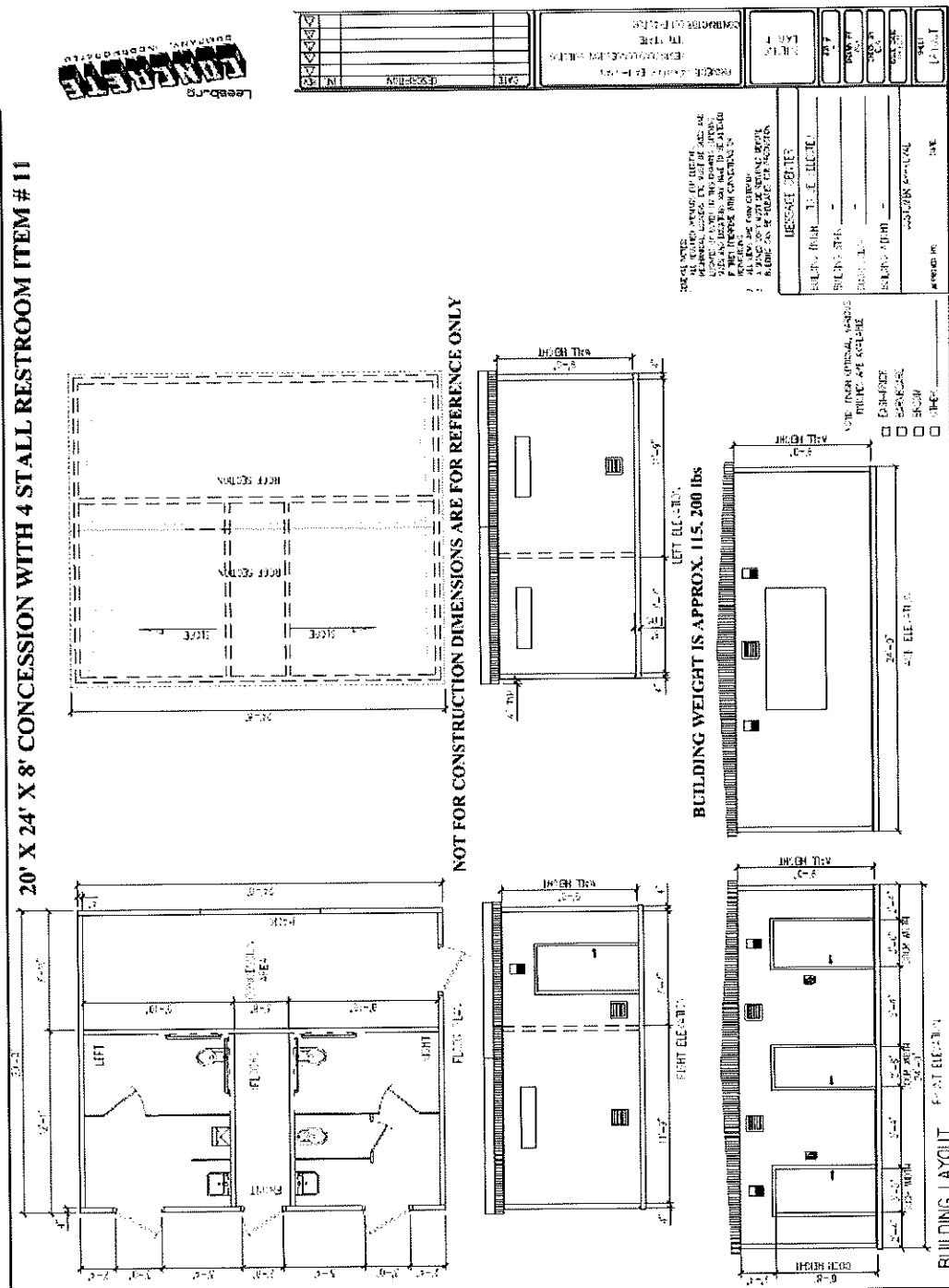


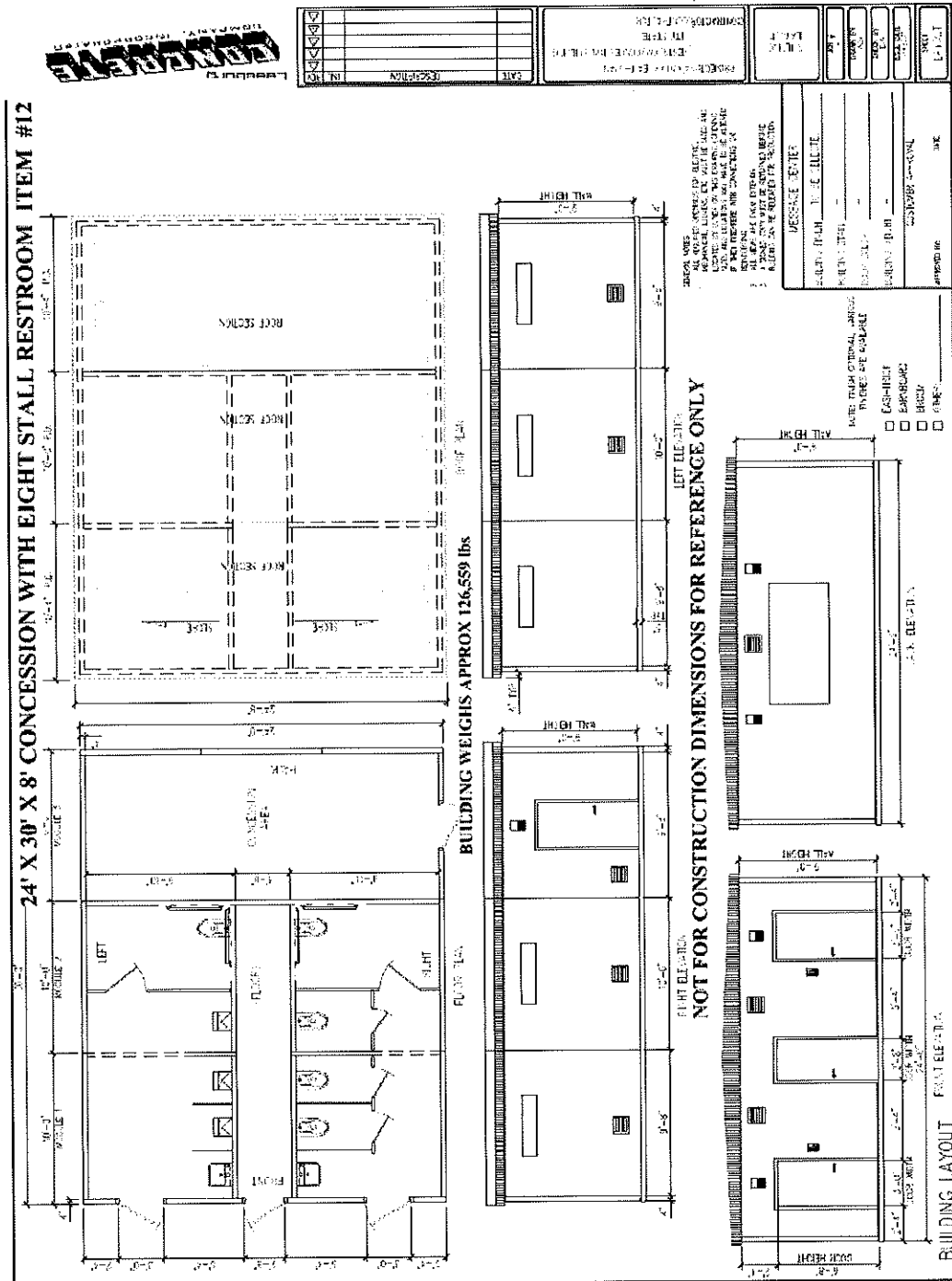
SIDE ELEVATION



REAR ELEVATION

NO.	DESCRIPTION	QTY	UNIT
1	CEILING	1	SQ. FT.
2	FLOOR	1	SQ. FT.
3	WALLS	1	SQ. FT.
4	DOORS	1	EA.
5	WINDOWS	1	EA.
6	PLUMBING	1	SET
7	ELECTRICAL	1	SET
8	PAINT	1	GA.
9	FINISHES	1	SQ. FT.
10	FIXTURES	1	SET
11	VENTILATION	1	UNIT
12	HEATING	1	UNIT
13	Cooling	1	UNIT
14	Lighting	1	SET
15	Accessories	1	SET





SECTION 5

Site Assembled Precast Panelized Building

Specifications for the Site Assembled Precast Panelized Building
Drawing 13: 20' x 24' p.43
Drawing 14: 20' x 30' p.44

SITE ASSEMBLED PRECAST CONCRETE BUILDING

SPECIFICATION SHEET

PART 1 -- GENERAL

1.01 SUMMARY

Contractor or Manufacturer to furnish a turn-key site assembled precast concrete building and set it upon a level and compacted granular rock sub-base with up to a 100 ton crane, all included in the bid price. All site clearing and rough grading to within 6 inches of level are done by owner, excavation for sub-base to be done by contractor or manufacturer. To be an EasiSet/EasiSpan Building as manufactured by Leesburg Concrete Company Incorporated. Contractor or Manufacturer will pull all permits and connect to utilities, if any, that are stubbed no more than 25' from the desired install location; utilities located further than 25' will be individually negotiated.

1.02 QUALITY ASSURANCE

- A. ACI-318-08, "Building Code Requirements for Reinforced Concrete". Concrete Reinforcing Institute, "Manual of Standard Practice".
- B. ANSI/ASCE-7-10 "Building Code Requirement for Minimum Design Loads in Buildings and Other Structures".
- C. Florida Building Code 2014
- D. IBC 2012
- E. Concrete Reinforcing Institute, "Manual of Standard Practice".
- F. UL-752 test method level 5 for bullet resistance on concrete surfaces, certified by an independent ballistic laboratory.
- G. Fabricator must be a certified producer/member of The National Precast Concrete Association (NPCA).
- H. No alternate building designs to the pre-engineered building as produced by Leesburg Concrete will be allowed unless pre-approved by the owner 10 days prior to the bid date.

1.03 DESIGN REQUIREMENTS

Easi-Span roof and floor sections are fabricated in 10' widths and 20 or 24 foot lengths using a tri-beam post tensioning system.

A. Design Loads

- 1. Seismic Design Category 'C', Importance Factor 1
- 2. Standard Live Roof Load – 60 PSF
- 3. Standard Floor Load – 250 PSF (if precast floor provided by building manufacturer)
- 4. Standard Wind Loading – ASCE 7-10 conforming to geographic area.

- B. Roof: Roof panel incorporates a tri-beam post tensioned system that has a minimum of 8" slope from peak to edge. Each panel to be post tensioned. The roof shall extend 4" beyond the wall panel and have a tumdown design which extends ½" below the top edge of the wall panels to prevent water migration into the building along top of wall panels. Roof shall also have an integral architectural ribbed edge.

- 1. Option: If indicated on contract drawings, building can be made expandable with a removable ribbed fascia panel. End wall and roof must have imbeds to allow post-tensioning of additional

sections onto existing structure without de-tensioning the existing structure. Roof slabs must be designed to span the free area without internal support for intermediate modules without end walls.

- C. Keyway Roof and Floor Joints: Grout in keyways above cast in rubber Durajoint water stop with SikaFlex Floor panel or contractor supplied C.I.P. slab must have a ½" step-down around the entire perimeter to prevent water migration into the building along the bottom of wall panels.

1.04 SUBMITTALS

- A. Drawings and calculations sealed by a professional engineer, licensed to practice in the state where the project is located, shall be submitted for approval.
- B. Manufacturer to provide cut sheets on all attached fixtures.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Concrete: Steel-reinforced, 5000 PSI minimum 28-day compressive strength.
- B. Reinforcing Steel: ASTM A615, grade 60 unless otherwise specified.
- C. Post-tensioning cable shall be 41K polystrand CP50, .50", 270 KSI, 7-wire strand, enclosed within a greased plastic sheath (ASTM A416). There will be a minimum of three post-tensioning cables connecting roofs and floors together to provide a watertight monolithic diaphragm.
- D. Caulking: All joints between panels shall be caulked on the exterior and interior surface of the joints. Caulking shall be SIKAFLEX-1A elastic sealant or equal. Exterior caulk joint to be 3/8" x 3/8" square so that sides of joint are parallel for correct caulk adhesion.
- E. Optional Vents: Two screened aluminum vents to be cast in rear wall. Vents shall be SUNVENT 8"x16" with bug screen, or equal
- F. Panel Connections: All panel connections shall be welded together utilizing imbedded weld plates with Nelson anchors. Assembly shall be welded by a certified welder.

2.02 ACCESSORIES

- A. Doors and Frames: Shall comply with Steel Door Institute "Recommended Specifications for Standard Steel Doors and Frames" (SDI-100), and as herein specified. The building may be equipped with double 3'-0" x 6'-8" x 1-3/4", 18-gauge galvanized/insulated CECO Imperial right hand reverse metal doors with 16-gauge galvanized frames, or equal. Doors and frames shall be bonderized and painted one coat of rust inhibitive primer and one finish coat of enamel paint.
- B. Door Hardware:
 - 1. Handle: Yale 8822 Mortise Lever Lockset
 - 2. Hinges: PB-31/NRP/26D 4 ½" x 4 ½" (chrome-plated with non-removable hinge pins), 3 per door or equal.
 - 3. Lock Set: PDQ Industries KR116 – 32D (stainless steel finish) or equal.
 - 4. Surface Bolt, Upper: Cal-Royal 045901426D (satin chrome finish) or equal.
 - 5. Surface Bolt, Lower: Cal-Royal 045901426D (satin chrome finish) or equal.

6. Removable Astragal: A4441/68R or equal, optional.
 7. Threshold: National Guard 897V60 raised interior, extruded aluminum threshold with neoprene seal or equal.
 8. Door Holder: Glynn-Johnson 904H US32D (stainless steel finish), overhead slide type surface mounted door holder or equal.
 9. Drip Cap: National Guard 15D72 or equal.
 10. Door Stop: Ives 445B26D (Inactive leaf only) or equal.
- C. (1) Solatube 160 DS 10" skylight.

2.03 FINISHES

- A. Interior of Building: Smooth form finish on all interior panel surfaces.
- B. Exterior of Building shall be form lined finished in a pattern selected from the Lake County Building Finish Options page and noted on the drawings.
- C. Paint: 1 coat of Loxon primer and two coats of Duracraft paint in owner's choice of exterior color. Inside walls to be painted in white, floor to be painted in Sherwin Williams HC Silver Gray # 124.

PART 3 – EXECUTION

3.01 SITE PREPARATION REQUIREMENTS (Field assembled on cast-in-place floor)

OPTIONAL: Slab on grade to be designed by Engineer of Record and poured by others to a minimum 6" thick and 4,000 psi steel reinforced concrete. Slab to be level within 1/8" in both directions and capable of supporting loads imposed by the structure, with a 1/2" step-down along the perimeter edge.

3.02 SITE PREPARATION (Field assembled on precast floor system)

- A. EASI-SPAN® building shall bear fully on a crushed stone base that is at least one foot larger in all directions than the footprint of the building.
- B. Stone shall be a minimum of 4" thick or down to firm sub grade. The vertical soil capacity under stone shall be compacted to have minimum bearing of 1,500 pounds per square foot. Stone shall be 3/8" or smaller and must be screeded level within 1/4" in both directions. Stone shall be placed within a perimeter form with flat and level top edge for screeding. Forming material shall remain around stone after the building is set.
- C. The crushed stone base shall be kept within the confines of the soil or perimeter form. Do not allow the base to become unconfined so that it may wash, erode, or otherwise be undermined.

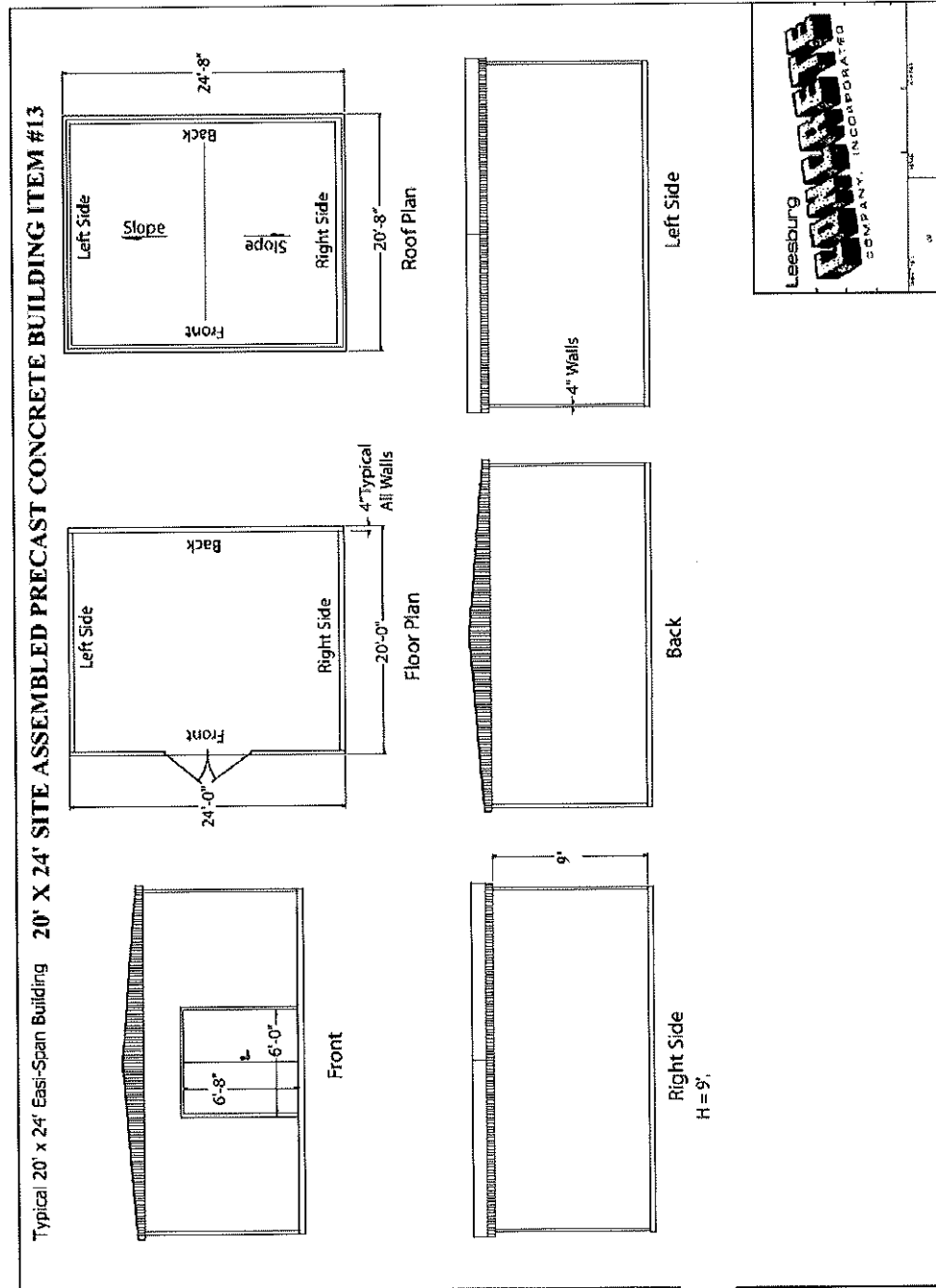
OR

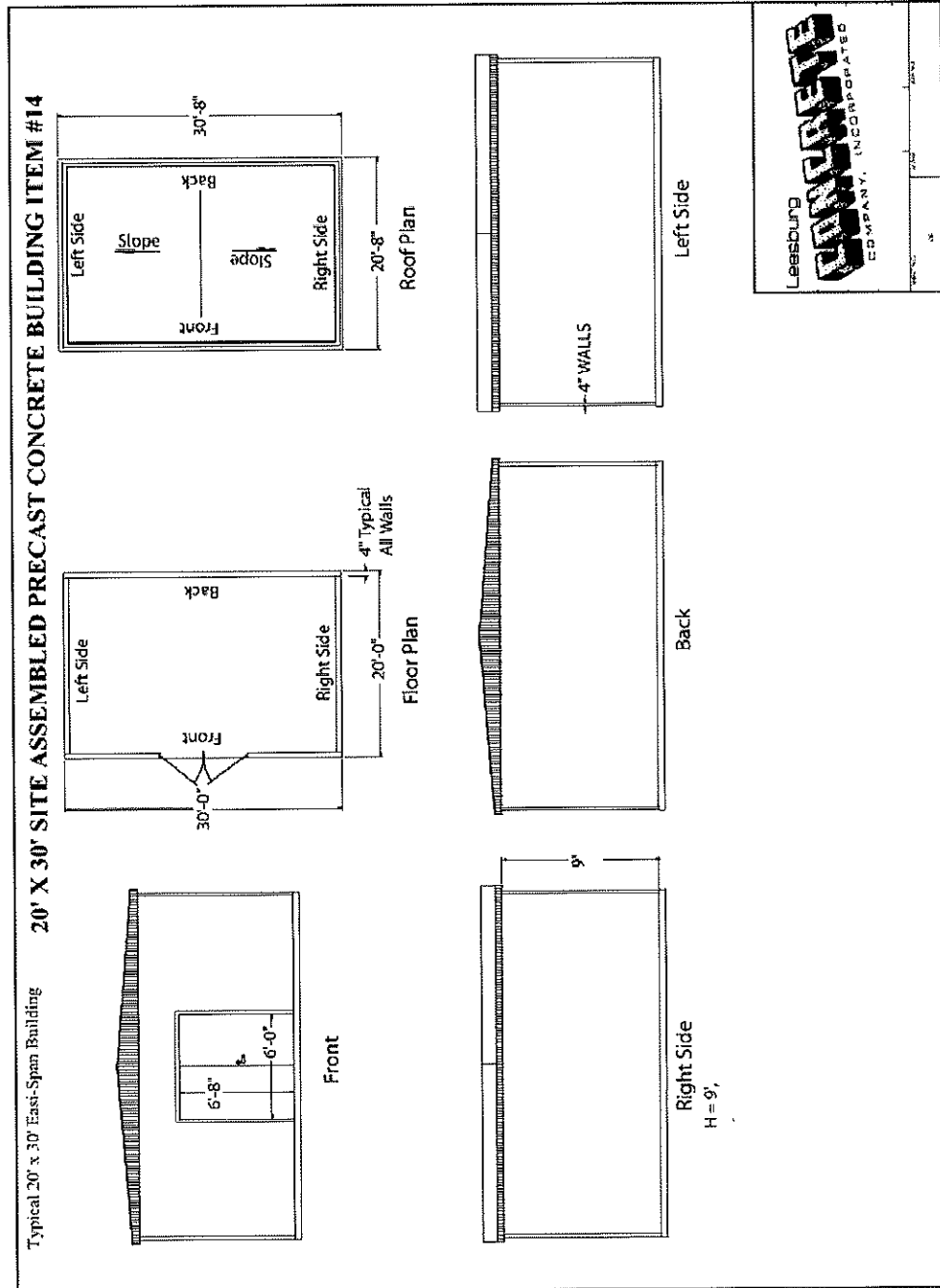
If building is placed on pavement or concrete slab, substrate below pavement or slab must have a vertical soil capacity of 1,500 pounds per square foot. Place stone or sand to 1" above highest point of area where building will be placed and at least 1'-0" wide all around the building footprint. Retain stone or sand with a perimeter form to prevent the material from washing out.

- D. Provide positive drainage for the fill, pad, or slab as required.
- E. Contractor or Manufacturer to haul off excess dirt from excavation for sub-base and sidewalk.

3.03 ACCESS

The contractor must provide for a level unobstructed area large enough for a 100 ton crane and a tractor-trailer to park adjacent to the pad. Crane must be able to place outriggers within 5'-0" of edge of pad, and truck and crane must be able to get side by side under their own power. No overhead lines may be within 75' radius of center of pad. Firm roadbed with turns that allow 65' lowbed tractor-trailer must be provided directly to site. No building shall be placed closer than 2'-0" to an existing structure.





ATTACHMENT B: ADDENDUM



LAKE COUNTY FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: (352) 343-9473
www.lakagovernment.com

ADDENDUM NO. 1

Date: March 29, 2016

Invitation to Bid (ITB) 16-0214

Provide and Install Pre-cast Concrete Restrooms and Other Buildings

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid from being considered for award.

This addendum DOES NOT change the date for receipt of bids or proposals.

Due to limited participation, the County hereby schedules a second mandatory pre-bid meeting at the same locations cited in ITB provision 1.4 commencing at 9:30 AM on Monday, April 4, 2016. Vendors that attended the initial meeting do not need to attend the second meeting. A copy of the attendee list for the first meeting is attached hereto.

Typographical errors contained in the initial ITB are corrected as follows:

1. The header on pages 2 through 14 of the solicitation is amended to read ITB 16-0214.
2. Replacement ITB page 23, now containing the County's Reciprocal Preference certification, is attached hereto. Vendors are to use and include this replacement page in their bid response.

Acknowledgement of Addendum:

Firm Name: Leesburg Concrete Company, Incorporated Date: 4/11/2016

Signature:  Title: V.P.

Typed/Printed Name: Kirkland J. Rouse

ADDENDUM 1, ITB 16-0214, REPLACEMENT PAGE 23
Provide and Install Pre-cast Concrete Restrooms and Other Buildings

other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☒ Yes ☐ No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☒ No (Check one)

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

N/A

Reciprocal Vendor Preference:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): Leesburg, Florida
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☒ Yes ☐ No If "yes" is checked, provide supporting detail:
Leesburg Concrete operates their office and manufacturing facility in Leesburg, FL. Our company employs 35 - 50 employees depending upon production demand. In addition we work with other local businesses for materials and service as much as possible.

DUNS Number (Insert if this action involves a federal funded project): 06-197-8292

General Vendor Information and Proposal Signature			
Firm Name:	<u>Leesburg Concrete Company, Incorporated</u>		
Street Address:	<u>1335 Thomas Ave. Leesburg, FL 34748</u>		
Mailing Address (if different):			
Telephone No.:	<u>(352) 787-4177</u>	Fax No.:	<u>(352) 787-7935</u>
E-mail:	<u>krouse@leesburgconcrete.com</u>		
FELN No.	<u>59 - 2344269</u>	Prompt Payment Terms:	<u>2 % 10 days, net 30</u>
Signature:		Date:	<u>4/11/2016</u>
Print Name:	<u>Kirkland J. Rouse</u>	Title:	<u>V.P.</u>
Award of Contract by the County (Official Use Only)			
By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.			
Vendor awarded as:			
☐ Sole vendor	☐ Multiple Award vendor (unit price basis)		
☐ Multiple Award vendor (spot bid)	☐ Primary vendor for items: _____		
☐ Secondary vendor for items: _____	☐ Other status: _____		
Signature of authorized County official: _____		Date: _____	
Printed name: _____		Title: _____	
Purchase Order Number assigned to this contract for billing purposes: _____			

Project Title: Pre-Casr Rest Rooms and Other Building
Project Number: ITB16-0214
Purpose of Meeting: Mandatory Pre-Bid Meeting
Opening Date: 13 Apr 16
Pre-Bid Date: 29 Mar 16
C.O.: B. Schwartzman

[illegible]



LAKE COUNTY FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: (352) 343-9473

www.lakegovernment.com

ADDENDUM NO. 2

Date: April 5, 2016

Invitation to Bid (ITB) 16-0214

Provide and Install Pre-cast Concrete Restrooms and Other Buildings

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid from being considered for award.

This addendum DOES NOT change the date for receipt of bids or proposals.

The second mandatory pre-bid meeting was completed as scheduled by ITB addendum 1 (attendee list attached), with the following comments or question/answers provided as follows:

General:

The second meeting commenced with a general review of solicitation terms and conditions, with no changes or revisions made in any regard. The issue of a 60 day performance period after issuance of a notice-to-proceed for each individual installation was discussed and re-confirmed. The road bed requirement in specification paragraph 3.0 was discussed with the vendor asked to submit that question in writing (see question/answer 2 below). A question arose regarding soil boring and related ground support to structures. The County advised there should be no issue in this regard at any specific site given the specified construction process. This discussion resulted in question/answer 1 below. In response to inquiry, the County confirmed there would be no grounding required as most of the sites will not involve electrical infrastructure. In response to inquiry, it was confirmed that the posts installed around the restroom at the Astatula boat ramp had been installed by Parks personnel.

Questions and Answers

The following questions and answers are provided in response to previous and current written questions:

Question 1: Soil conditions

Being that these are new site locations and no soil logs to verify, if no-suitable soils are found during excavation and/or failure to be able to get required compaction will a change order be issued to correct issue.

Answer 1: The County will insure the site is ready for installation.

Question 2: Under the specification sheet my item 3.0 to access. This calls out for the contractor to install or affirm that there will be a firm roadbed with turns that allow 65 foot low bed tractor-trailer must be provided directly to the site. When the question was asked at the pre-bid it was stated that most of these buildings will be on sites that have already been constructed and should not be an issue. If this would come up, what is the allotted distance that we need to figure or will this be a change order site specific?

Answer 2: County will provide adequate access for equipment to within 30' of project area.

Question 3: Can you please provide clarification on the following Additive Accessories and Options (pages 21 and 22 of the Invitation to Bid)

Question 3a: Under pricing Item 2: Dyson Air Blade AB04-120-G Hand Dryer -- Dyson also makes an AB14-120-G model which is not as quiet as the AB04, but it less expensive. Please confirm that the AB04-120-G is correct model #.

Answer 3a: AB04-120-G is the correct model # and should be used for the base bid. An approved equal can also be offered by the vendor with the County reserving the right to choose.

Question 3b: Under Pricing Items 4 to 8: Please confirm whether or not faucets and/or flush valves need to be included in price. If faucets should be included please provide model number for either push button faucet or handle faucet. We generally price/supply Sloan flush valves. If flush valves should be included, please confirm that Sloan is an acceptable manufacturer.

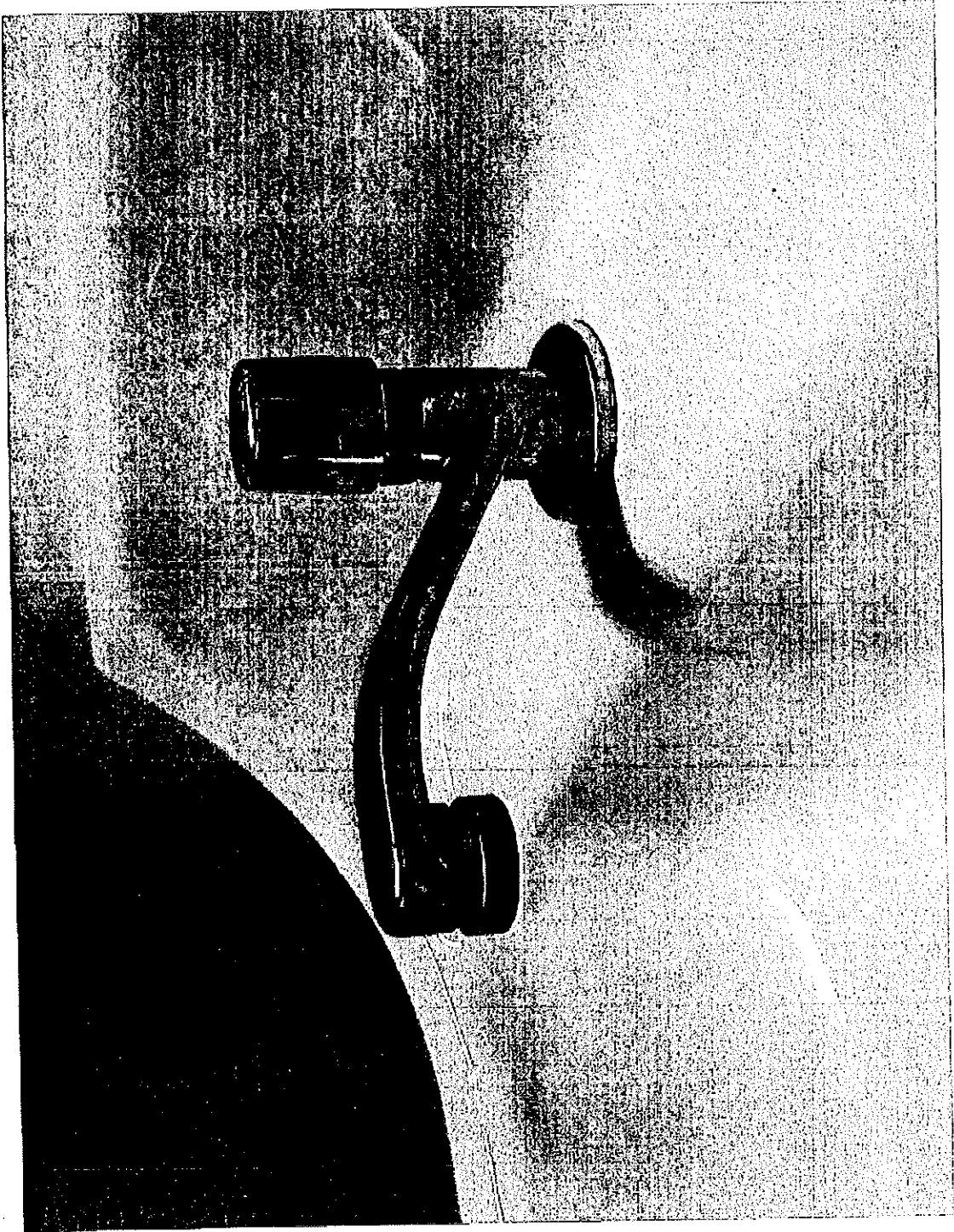
Answer 3b: This is a turn key operation therefore faucets and flush valves are required. Push button faucets are preferred; Delta brand or approved equal are acceptable. Please see photo of existing faucets. Sloan brand or other approved equal flush valves are acceptable.

Acknowledgement of Addendum:

Firm Name: Leesburg Concrete Company, Incorporated Date: 4/11/2016

Signature:  Title: V.P.

Typed/Printed Name: Kirkland J. Rouse



ATTACHMENT C: PRICING**SECTION 4 – PRICING/CERTIFICATIONS/SIGNATURES**

ITB Number: 16-0214

ITB TITLE: PROVIDE AND INSTALL PRE-CAST CONCRETE RESTROOMS**NOTES:**

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor.

ACKNOWLEDGEMENT OF ADDENDA**INSTRUCTIONS:** Complete Part I or Part II, whichever applies

Part I:
The bidder must list below the dates of issue for each addendum received in connection with this ITB:
Addendum #1, Dated: <u>March 29, 2016</u>
Addendum #2, Dated: <u>April 5, 2016</u>
Addendum #3, Dated: _____
Addendum #4, Dated: _____
Part II:
☐ No Addendum was received in connection with this ITB.

* Revised price to accompany letter 05/19/16

PRICING SECTION**Specification Section 2: Provide and Install Precast Concrete Buildings**

Item 1: 10' x 12' x 8'h storage building	Total \$ <u>39,984.</u>
Item 2: 30' x 8' x 8'h dugout	Total \$ <u>44,175.</u>

* Revised price to accompany letter 05/19/16

SECTION 4 – PRICING/CERTIFICATIONS/SIGNATURES

ITB Number: 16-0214

Item 3: 31' x 8' x 8'h dugout with storage Total \$ 55,564.

Specification Section 3: Provide and Install Precast Concrete Dry Vault Restrooms

Item 4: Blue Ridge Single Dry Vault Restroom Total \$ 42,261.

Item 5: Sierra Outback Double Dry Vault Restroom Total \$ 68,456.

Specification Section 4: Provide and Install Precast Concrete Plumbed Restrooms

Item 6: Logan Single Plumbed Restroom Total \$ 59,227.

Item 7: Carson Double Plumbed Restroom Total \$ 79,129.

Item 8: Sierra Outback Double Plumbed Restroom Total \$ 79,188.

Item 9: Northlake Triple Plumbed Restroom Total \$ 104,983. *

Item 10: Volusia 6 stall Plumbed Restroom Total \$ 119,000.

Item 11: 20' x 24' x 8'h Concession with Four Stall Restroom Total \$ 143,963.

Item 12: 24' x 30' x 8'h Concession with Eight Stall Restroom Total \$ 186,545.

Specification Section 5: Provide and Install Site Assembled Precast Panelized Building

Item 13: 20' x 24' Site Assembled Panelized Building Total \$ 62,326.

Item 14: 20' x 30' Site Assembled Panelized Building Total \$ 71,962.

Total price for Items 1 through 14: \$ 1,156,763. *

Additive Accessories and Options (Provide and Install)

1. Xelerator Hand Dryer Model XLBW \$ 607.
2. Dyson Air Blade ABO4-120-G Airblade Hand Dryer \$ 1,836.
3. 2 Ton Bard HVAC with Heat and thermostat \$ 3,004.
4. Kohler china Soho White wall mounted sink \$ 323.
5. American Std Model # 3695.128 rear discharge toilet \$ 529.

SECTION 4 – PRICING/CERTIFICATIONS/SIGNATURES

ITB Number: 16-0214

6. Stainless steel urinal Acorn Engineering # 1709HEU \$ 1,502.
7. Stainless steel pit toilet Acorn Engineering #2131 \$ 2,094.
8. Kohler K4991-ET-0 Bardon china urinal \$ 350.
9. Koala Kare Baby Changing St model # KKP-KB200-00 \$ 324.
10. Electrical Package to include: \$ 1,900.
 - 100 Amp panel with GE 12 circuit
 - 24 space 100 Amp Main Breaker Load Center
 - Interior lights (3 each)
 - Portfolio 26.5 inch white fluorescent with light diffusing shield.
 - Exterior - (2) - Utilitech Pro 180 2-head motion activate flood light.
 - GFCI outlet (1 ea)
 - Price for each additional interior light: \$ 220.
 - Price for each additional GFCI outlet: \$ 156.
11. SA 12" Centrifugal fiberglass exhaust fan,
assume electric is provided in building. \$ 282.
12. 4" deep concrete sidewalk with Fibermesh priced per sqft: \$ 6.
13. 6" deep concrete sidewalk with Fibermesh priced per sqft: \$ 7.
14. 200 Ton Crane Upcharge, 50' reach, per installation effort: \$ 3,125.

Vendor's Florida License Type and Number: State of Florida-Mfg License 8760009503

Building Contractor, Shawn B. Thomas, Leesburg Concrete Company, Inc. CBC1254153

By Signing this Bid the Bidder Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

Certification Regarding Acceptance of County Electronic Payable ProcessVendor will accept payment through the County's VISA- based electronic payment system: ☒Yes ☐ No**Purchasing Agreements with Other Government Agencies**

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 4/11/2016

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

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

PRODUCER Lassiter-Ware Insurance of Leesburg 1317 Citizens Blvd. Leesburg FL 34748		CONTACT NAME: Connie Russell PHONE (A/C No. Ext): (800) 845-8437 FAX (A/C No): (888) 883-8680 E-MAIL ADDRESS: ConnieR@lassiter-ware.com															
INSURED Leesburg Concrete Company, Incorporated 1335 Thomas Ave. Leesburg FL 34748		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Amerisure Mutual Insurance</td> <td>23396</td> </tr> <tr> <td>INSURER B: Amerisure Insurance Company</td> <td>19488</td> </tr> <tr> <td>INSURER C: Insurance Company of the West</td> <td>27847</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Amerisure Mutual Insurance	23396	INSURER B: Amerisure Insurance Company	19488	INSURER C: Insurance Company of the West	27847	INSURER D:		INSURER E:		INSURER F:	
INSURER	NAIC #																
INSURER A: Amerisure Mutual Insurance	23396																
INSURER B: Amerisure Insurance Company	19488																
INSURER C: Insurance Company of the West	27847																
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 15/16 Master 15/16 WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR	X	Y	CPP2080348	12/22/2015	12/22/2016	MED EXP (Any one person) \$ 10,000
	☒ XCU						PERSONAL & ADV INJURY \$ 2,000,000
	☒ Contractual						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS	X	Y	CA20664400501	12/22/2015	12/22/2016	PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS NON-OWNED AUTOS						PIP \$ 10,000
A	☒ UMBRELLA LIAB						EACH OCCURRENCE \$ 3,000,000
	☐ EXCESS LIAB						AGGREGATE \$ 3,000,000
	☐ DED ☒ RETENTION \$ 0			CU20664430502	12/22/2015	12/22/2016	\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y				☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A	WFL502640401	5/1/2015	5/1/2016	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			CPP2080348	12/22/2015	12/22/2016	Limit: 150,000
A	Installation Floater			CPP2080348	12/22/2015	12/22/2016	Limit: 143,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 ITB Number 16-0214

The certificate holder is an additional insured for premises operations under the terms and conditions of the general liability policy with respects to work being performed by the named insured as required by written contract. This insurance shall be primary and non-contributory to the general liability. The Workers Compensation, General Liability & Business Auto policies contains a Waiver of Subrogation in favor of the certificate holder. Cancellation for all policies except WC: Cancellation: Thirty (30) day's notice except for Ten (10) day's notice for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

Lake County, A Political Subdivision
 of the State Florida, And the Board of
 County Commissioners
 P O Box 7800
 Tavares, FL 32778-7800

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

Mitch Wiley/VIVR



Easi -Set Precast Building Proposal DIV 3

DATE: 9/23/2019

PROPOSAL NO: KR-2019-258 DH

Proposed Agreement Submitted To:

Antoine Khoury
CITY OF HOLLY HILL
(386) 248-9463
1065 Ridgewood Avenue
Holly Hill, FL 32117
akhoury@hollyhillfl.org

Project Reference:

CITY OF HOLLY HILL
453 LPGA BLVD. (11TH STREET)
HOLLY HILL, FL

QTY	DESCRIPTION	
1	10' 8" X 16' 6" X 8' EASI SET CARSON WET RESTROOM	
	<u>INCLUDES:</u>	
	Standard gray 5,000 psi concrete compressive strength mix design	
	Post tensioned 6" thick floor panels. Exterior walls are 4" thick. Exterior Finish TBD. Roof panels are 5" thick and post tensioned. Roof panel overhang is 3" on all sides and has a cast in pitch for positive drainage. Standing Seam Finish.	
	Roof panels are post tensioned with a standing seam formliner finish and cast in roof pitch for positive drainage. Exterior walls have a brick formliner finish.	
	Handling hardware, connection hardware and reinforcing per our engineered design	
	Welded connections filled with Sika 212 Non Shrink Grout for a smooth appearance	
	Sikaflex joint sealants	
	3 each 3068 steel doors with steel frames and associated hardware to Comply with the FL Approval Codes for the final location of this building	
	Interior and exterior paint consists of a Loxon Conditioner/Primer with two finish coats of SUPERPAINT - all products are by Sherwin Williams - colors to be selected.	
	2 each Sunvent 164	
	2 each large toilet tissue dispenser vandal resistant	
	2 each 42" ADA Grab Bars	
	2 each 36" ADA Grab Bars	
	2 each Soap Dispensers	
	2 each electric hand dryers	
	2 each vitreous china wall toilets with flush valve	
	2 each vitreous china sinks with pushbutton non tempered water	
	100 amp electrical service with wall mounted LED interior lights, LED Wall Pak Exterior Light, bathroom exhaust fans and motion sensor switches	
	Cast in conduit and boxes for exterior lighting at building entrance as well as a grounding pigtail for connection to a lightning protection system supplied and installed by others.	
	ANCHOR PLATES TO CITY SUPPLIED SLAB	
	Freight to the project location with any required FDOT permits	
	Crane and operator	
	Installation	
	Engineering and Calculations	
	Submittal and Shop Drawings	
	DBPR Insignia (Independent 3rd party inspection during production)	
	LAKE COUNTY CONTRACT PRICING ITEM 7	\$79,129.00
	DEDUCT FOR NO WINDOWS, NO GFI RECEPTACLES IN RESTROOMS	-\$714.29
	ADD FOR STAINLESS STEEL PLUMBING FIXTURES	\$3,689.00

EXCLUSIONS:

Site preparation and utilities
Access preparations to the site
Payment and Performance Bond
Final connection of utilities
Permits and Impact Fees
All items not specifically listed above



Easi -Set Precast Building Proposal DIV 3

DATE: 9/23/2019

PROPOSAL NO: KR-2019-258

Project Reference:

CITY OF HOLLY HILL
453 LPGA BLVD. (11TH STREET)
HOLLY HILL, FL

NOTES:

To be produced and delivered to mutually agreed upon schedule

Site must be accessible and free of obstacles. Crane access to within 25' of building location.

The building shell with windows and doors specifically described above are included in the total price. Any changes to the building shell to include a precast floor, any equipment, furnishings or any additional components of this building NOT described above may result in additional costs.

LEESBURG CONCRETE COMPANY, INCORPORATED IS A PCI CERTIFIED PLANT.

Terms: \$6,500.00 down. Progress billing to be invoiced as produced. No Retainage.

Sales Tax if applicable not included. If exempt, tax exempt certificate to be provided by customer.

Payment is to be delivered to Leesburg Concrete Company, Incorporated at 1335 Thomas Avenue, Leesburg, FL 34748

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate.

All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance on above work. Workmen Compensation and Public Liability Insurance on above work to be taken out by Leesburg Concrete Company, Incorporated.

In the event this Proposal is accepted and the amount agreed to be paid is not timely received by Leesburg Concrete Company, Inc., then Leesburg Concrete Company, Incorporated shall be entitled to reasonable attorney's fees, costs, and expenses to collect the amount owed. Unpaid balance shall accrue at the rate of 1.5% per month.

This proposal may be withdrawn if not accepted within 90 days

Respectfully Submitted

Signed _____

Kirk Rouse

ACCEPTANCE OF PROPOSAL

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

Signature _____

Printed Name _____

Date: _____



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Ordinance**

7.1

MEETING DATE: October 8, 2019
FROM: Brian Walker
SUBJECT: **SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit "A" from MPUD (Mixed-Use Planned Unit Development) to MPUD (Mixed-Use Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
NUMBER: 2019-O-3022
APPLICANT: Brian Walker
PLANNER:

INTRODUCTION:

BLACKRIVER MPUD REZONE - Consider a Rezone from MPUD (Mixed-Use Planned Unit Development) to MPUD (Mixed-Use Planned Unit Development) including a density bonus, for approximately 5.4 acres, located on the northeast corner of Ridgewood Avenue and 3rd Street; (Michael O. Sznajstajler of Cobb Cole, Applicant) District 1 - Commissioner Penny (Brian Walker, City Planner).

BACKGROUND:

The property was rezoned from CC-1 (Commercial Corridor) and R-2 (Low Medium Density Single-Family Residential) to MPUD (Mixed-Use Planned Unit Development) on January 24th, 2006. The future land use of the property is Mixed-Use II. The property is located within the city's Redevelopment District Overlay.

The ordinance enacting the current zoning in 2006 and the associated MPUD Agreement are attached as Exhibit A. The current Agreement allows development of the subject property for a multi-family residential project. Commercial land uses consistent with the permitted uses in the CC-1 zoning district are permitted as a secondary use. A public plaza of not less than 6325 feet for use by the general public, including a water feature is also required as part of the current overall development plan.

DISCUSSION:

The Applicant is requesting a rezone to MPUD (Mixed-Use Planned Unit Development) in order to develop the property in accordance with the MPUD Agreement attached as Exhibit B. Planned developments are specific in nature. And when an applicant desires to change conditions within an existing planned development (PD), such as the uses or density, size, etc., a new PD must be

adopted.

The intent of this rezone is to allow development of the property as an affordable senior living community. The base residential density permitted by the mixed-use II future land use is 20 dwelling units an acre, however performance standard bonuses would allow a density bonus of up to an additional 15 dwelling units an acre, for a total of up to 35 units/acre for innovative and high quality design. The density bonus would be considered for proposals meeting the following conditions: parcel aggregation, enhanced landscaping along public r/w, increased pervious surface, public access to internal plazas/open spaces, a minimum of 3 stories and 3 uses, rehabilitation or replacement of dilapidated structures, use of innovative imagery/architectural guidelines, and retention/creation of business/employment.

The applicant is requesting a density bonus of 15 dwelling units per acre for a total of 35 dwelling units per acre. The bonus is requested based upon meeting the following bonus criteria:

Criteria: Consolidate multiple, separately owned parcels under a unified plan of development.

Applicant Response: The proposed development consolidates four individual parcels into a single development area to provide for a unified approach to design and maintenance of the property.

Criteria: Provide enhanced site imagery incorporating special landscaping, fountains, sculptures or other special architectural features.

Applicant Response: The Applicant, an affiliate of American Residential Development, incorporates artistic murals and innovative design techniques as a touchstone of every one of its developments. The project will include an artistic mural incorporated into the building design, pedestrian friendly walkways, covered entries, and other building features that will enhance the quality of the buildings.

Criteria: Rehabilitate or replace functionally antiquated or dilapidated structures or incompatible uses.

Applicant Response: This project will allow for the redevelopment of a vacant and underutilized property that includes a former planned development that was never brought forward. The proposed residential development will rejuvenate underutilized land within the City of Holly Hill and create affordable housing options with top of the line amenities to service residents of the City.

Criteria: Retention/Creation of business/employment.

Applicant Response: The multi-family residential project will provide new employment opportunities for the property in the form of leasing, management, and maintenance professionals who will oversee the operation of the multi-family development. Further, as an age-restricted affordable housing development, the project will employ individuals in the health care and rehabilitation sector to provide for care and enrichment of the residents.

Staff has reviewed the applicant's proposed performance standard bonuses and recommends approval of the density bonus.

Existing MPUD vs. Proposed MPUD

The proposed MPUD differs from the current MPUD in a few keys areas as follows:

Required Average Minimum Unit Size

Current PD - 1,000 square feet

Proposed PD - 574 square feet

Type of Development

Current PD - Multi-story residential buildings and limited commercial

Proposed PD - Age restricted multi-story residential buildings and limited commercial

Site Area

Current PD - 6.95 acres

Proposed PD - 5.4 acres

Commercial Component

Current PD - requires 15 square feet of commercial per residential unit

Proposed PD - allows commercial development but does not require a minimum amount

Phasing

Current PD - No phasing proposed

Proposed PD - Phasing proposed in that application shall be made for all construction permits for the first phase of the project within three (3) years from the date of approval of the Agreement. Application shall be made for all construction permits for the second phase of the project within five (5) years of approval of the Agreement. Extensions are permitted as per the Agreement.

FLU AND ZONING OF SURROUNDING PROPERTIES:

Adjacent land uses and zoning are as follows:

North: Commercial and Low Density Single Family Residential FLU and MPUD and R-2 (Low-Medium Density Single-Family Residential District Zoning

South: Commercial and Low Density Single Family Residential FLU and CC-1 (Commercial Corridor) and R-2 (Low-Medium Density Single-Family Residential District Zoning

East: Low Density Single Family Residential FLU and R-2 (Low-Medium Density Single-Family Residential District Zoning

West: Commercial FLU and CC-1 (Commercial Corridor) Zoning

SITE ANALYSIS:

Floodplain Impacts:

Based on FIRM 12127C0356J revised on September 29, 2017, the property is in flood zone X meaning outside of the 100-year floodplain.

Wetland Impacts:

Based on preliminary wetland map analysis, there are no wetlands on the subject property.

Utilities:

The site is located in the Holly Hill utility service area, and will be required to connect to public utilities.

Sidewalks:

There is an existing sidewalk along the east side of Ridgewood Avenue and the north side of 3rd Street. There shall be at least one handicapped-usable sidewalk connecting the public sidewalk on the east side of Ridgewood Avenue with the interior walkway system of the project site.

Landscaping and Buffers:

The project will provide enhanced landscaping along Ridgewood Avenue. Type A, Masonry wall or Type B, Hedge screening shall be constructed along any perimeter adjacent to residential single family dwelling lots. All other landscape buffering shall comply with the Visual Screen requirements of the City's Land Development Code.

Open Space:

Sixty percent (60%) of the residential area of the development shall be open space. Further, 30% of the open space shall be designated as "Common Area."

Consistency with the Land Development Code

The proposed Mixed-Use Planned Unit Development (MPUD) zoning designation and the associated Preliminary Development Plan have been evaluated for compatibility with the Land Development Regulations of Holly Hill in accordance with all applicable portions of Chapter 114, Division 13 and Section 114-771.

The request is consistent with the Land Development Regulations of Holly Hill and the surrounding area. The proposed affordable senior housing project is consistent with the objectives of the PUD zoning designation in that it supports the goal for integrated developments, which are consistent with the comprehensive plan, and that promote a mixture of housing costs and types and economical and orderly development consisting of a single or mixture of compatible land uses.

Staff finds the requested MPUD (Mixed Use Planned Unit Development) zoning classification to be compatible with the existing trend of development in the area.

Consistency with the Comprehensive Plan

The rezone request has been evaluated for consistency with all applicable policies of the city's Comprehensive Plan. Per Policy FLU 1.1.2 the base residential density permitted for the Mixed Use-II future land use designation is 20 units/acre, but performance standard bonuses would allow a density of up to 35 units/acre for innovative and high quality design. The Mixed Use-II future land use category allows for a mixture of commercial and multi-family residential.

The proposed Mixed Use Planned Unit Development (MPUD) is compatible with the allowable uses and density provisions of the Mixed Use-II future land use designation, if granted the

requested density bonus, as well as with existing adjacent and future land uses, the natural environment and the impact upon supporting public infrastructure.

RECOMMENDATION OF BOARD OF PLANNING AND APPEALS FORTHCOMING

STAFF

RECOMMENDATION:

Recommend the City Commission adopt the Ordinance enacting a Rezone from MPUD (Mixed-Use Planned Unit Development) to MPUD (Mixed-Use Planned Unit Development) and approve the associated Development Agreement including a density bonus of 15 dwelling units per acre and the Preliminary Development Plan for approximately 5.4 acres for property located the on northeast corner of Ridgewood Avenue and 3rd Street.

ATTACHMENTS:

- Zoning & FLU Maps (PDF)
- Area Map (PDF)
- Photos of Subject Property (PDF)
- Conceptual Site Plan / Development Plan (PDF)
- Exhibit A - Ord 2759 and Current PD Agmt (PDF)
- Exhibit B - Madison Bay MPUD Updated 10-2-19 (PDF)
- Proposed Elevation (PDF)
- Madison Bay Legal Description (PDF)
- Madison Bay Property Appraiser Cards and Deeds (PDF)
- Sketch of Description (PDF)
- Madison Bay Holly Hill Rezoning Application (02390140-3) Signed (PDF)

HISTORY:

09/24/19

City Commission

APPROVED AT 1ST READING

Next: 10/08/19

Ordinance No. 2019-3022**SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT "A" FROM MPUD (MIXED-USE PLANNED UNIT DEVELOPMENT) TO MPUD (MIXED-USE PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT A FROM MPUD (MIXED-USE DEVELOPMENT DISTRICT) TO MPUD (MIXED-USE DEVELOPMENT DISTRICT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission, as authorized by 163.3202, Florida Statutes, has enacted and does enforce the Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

WHEREAS, the Holly Hill Board of Planning and Appeals has recommended that the requested rezoning be granted; and

WHEREAS, the City Commission has determined that it is necessary to amend its Land Development Regulations as herein provided in order to more effectively implement and is consistent with its adopted comprehensive plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION

OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in Exhibit A as MPUD (Mixed-Use Development) pursuant to the provisions contained in the attached Development Agreement, attached to this Ordinance as Exhibit B and incorporated in this Ordinance by reference.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 4. That this Ordinance shall become effective upon recording.

**APPROVED AND AUTHENTICATED on this 8th day of OCTOBER, 2019
for second reading.**

EXHIBIT "A"**LEGAL DESCRIPTION****Legal Descriptions**

42440123-0150 (0.70 AC +/-):

W 153 FT OF LOTS 15 & 16 BLK 23 M & C HOLLY HILL MB 2 PG 90 PER OR 4860 PG 0435 PER OR 5629 PG 2641-2642

AND

42440123-0170 (0.97 AC +/-):

W 245 FT OF LOTS 17 & 18 EXC ST BLK 23 M & C HOLLY HILL PER OR 4860 PG 0435
PER OR 5629 PG 2641-2642

AND

PID# 42440123-0130 (3.23 AC +/-):

LOTS 13 & 14 EXC RD & LOTS 15 & 16 EXC W 153 FT & E
85 FT OF LOTS 17 & 18 & W 180 FT OF LOT 20 & OF S 80
FT OF LOT 21 BLK 23 M & C HOLLY HILL PER OR 3847
PG 1209 PER OR 5593 PG 4601

AND

A PORTION OF 42440123-0220 (0.47 AC +/- OF THE TOTAL 0.91 AC +/-):

N 20 FT OF LOT 21 & LOT 22 BLK 23M & C HOLLY HILL PER MB 2 PG 90 PER OR 5601
PG 2923-2924

EXHIBIT "B"

DEVELOPMENT AGREEMENT

MPUD Zoning (Mixed-Use Planned Unit Development) – Area of Rezone

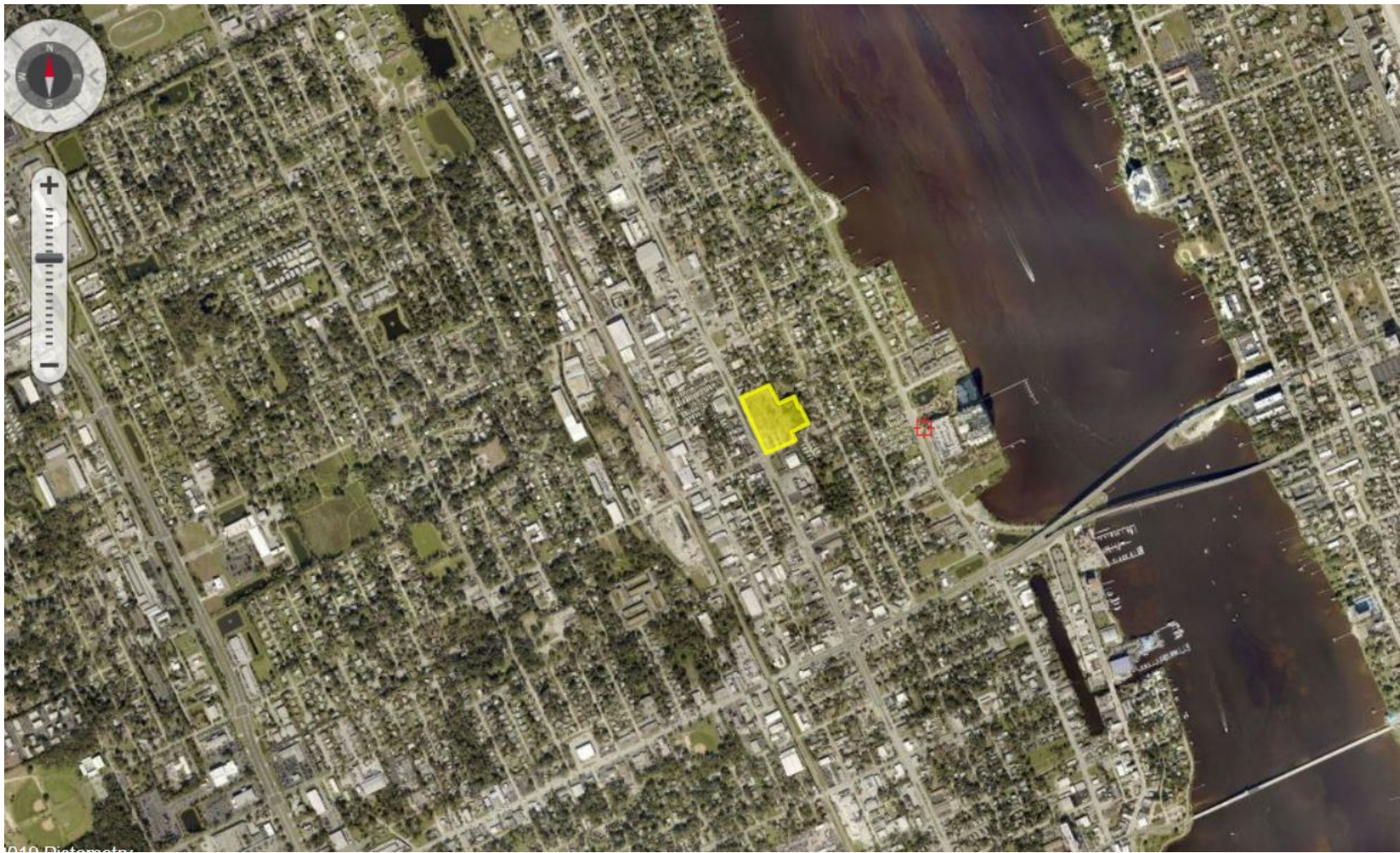


Mixed-Use II Future Land Use



- ☒ **FUTURE_LAND_USE**
 - ☐ Low Density Single Family Resic
 - ☐ Low-Medium Density Residential
 - ☐ Medium Density Residential
 - ☐ High Density Residential
 - ☐ Mobile Home Residential
 - ☐ Mixed Use II
 - ☐ Mixed Use III
 - ☐ Residential-Based Mixed Use
 - ☐ General Retail Commercial
 - ☐ Wholesale Commercial & Indust
 - ☐ Churches Schools & Institutions
 - ☐ Parks and Open Space
 - ☐ Conservation
 - ☐ No City Future Land Use
- ☐ **FEMA_FLOOD_ZONES**
 - ☐ Wetlands
 - ☐ Contours
 - ☐ Parcel Text
 - ☐ WATERWAYS
- ☐ **STREET TYPE**
 - ☐ Address Volusia

Area Map



Attachment: Area Map (2019-O-3022 : Blackriver MPUD Rezone)

Aerial View





Attachment: Photos of Subject Property (2019-O-3022 : Blackriver MPUD Rezone)

View North From 3rd Street



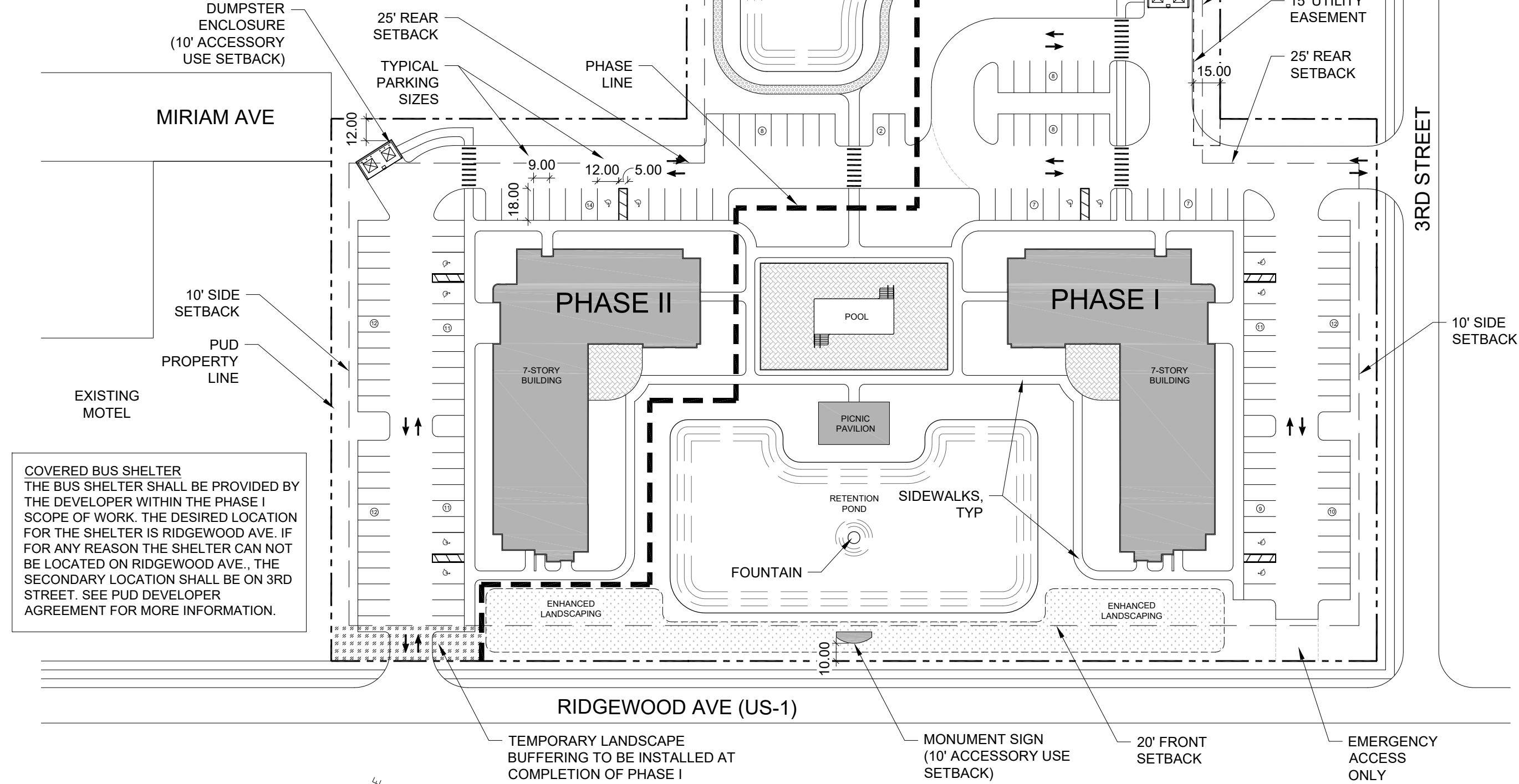
View East From Ridgewood Ave.



SITE & BUILDING DATA
AFFORDABLE ELDERLY APARTMENTS

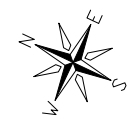
PHASE I:
86 UNITS (MAX)
7 STORIES
76,000 SF OF RESIDENTIAL & COMMON AREAS
72 PARKING SPACES

PHASE II:
86 UNITS (MAX)
7 STORIES
76,000 SF OF RESIDENTIAL & COMMON AREAS
70 PARKING SPACES



COVERED BUS SHELTER
THE BUS SHELTER SHALL BE PROVIDED BY THE DEVELOPER WITHIN THE PHASE I SCOPE OF WORK. THE DESIRED LOCATION FOR THE SHELTER IS RIDGEWOOD AVE. IF FOR ANY REASON THE SHELTER CAN NOT BE LOCATED ON RIDGEWOOD AVE., THE SECONDARY LOCATION SHALL BE ON 3RD STREET. SEE PUD DEVELOPER AGREEMENT FOR MORE INFORMATION.

1 PUD SITE PLAN
SCALE: 1" = 60'



7.1.d

OWNER: BLACKRIVER, LLC
2101 JOHN ANDERSON DR
ORMOND BEACH FL 32176
CONTACT: PARAMETRIC DESIGN & DEVELOPMENT, LLC

ADDRESS: 3RD STREET & US-1
HOLLY HILL, FL 32117
CITY: HOLLY HILL

SHEET TITLE: PUD SITE PLAN
PROJECT: MADISON BAY
SENIOR AFFORDABLE HOUSING

DATE: 07/29/19
REV. NO. DAT
10/08/19 01
SHEET:

Attachment: Conceptual Site Plan / Development Plan (2019-O-3022 : Blackriver MPUD Rezone)

Packet Pg. 631

ORDINANCE NO. 2759

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA AMENDING ORDINANCE 2352, THE LAND DEVELOPMENT REGULATIONS, AS PREVIOUSLY AMENDED, BY REZONING APPROXIMATELY 7.16 ACRES LOCATED ON THE NORTHEAST CORNER OF RIDGEWOOD AVENUE AND 3RD STREET FROM CC-1 (COMMERCIAL CORRIDOR DISTRICT) AND R-2 (LOW-MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT) TO MPUD (MIXED USE PLANNED UNIT DEVELOPMENT); APPROVING A MASTER DEVELOPMENT PLAN AND INCORPORATING IT INTO THIS ORDINANCE FOR THE PURPOSE OF REGULATING THE USE AND DEVELOPMENT OF THE PROPERTY; PROVIDING FOR SEVERABILITY; REPEALING ALL LAWS OR PARTS OF LAWS IN CONFLICT HERewith; AND PROVIDING WHEN THIS ORDINANCE SHALL TAKE EFFECT.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et seq., Florida Statutes; and

WHEREAS, the City Commission, as authorized by 163.3202, Florida Statutes, has enacted and does enforce Ordinance No. 2352, the Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

WHEREAS, the owner of the property described herein has requested that the property be rezoned to MPUD (Mixed Use Planned Unit Development District); and

WHEREAS, the City Commission has determined that it is necessary to amend its Land Development Regulations as requested and as herein provided in order to more effectively implement its adopted comprehensive plan.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The Official Zoning Map of the City of Holly Hill is hereby amended by changing the zoning designation of the property shown on the attached Exhibit A from CC-1 (Commercial Corridor District) and R-2 (Low-Medium Density Single Family Residential District) to MPUD (Mixed Use Planned Unit Development):

SECTION 2. The Master Development Plan, which is comprised of the Written Development Agreement and Preliminary Plan, is attached hereto as Exhibit B, and is hereby approved and incorporated herein. Further, the Master Development Plan shall govern the use and development of the above-described property as prescribed therein. The Mayor is hereby authorized to sign the Written Development Agreement and the Preliminary Plan as evidence of the Commission's approval.

SECTION 3. That if any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

SECTION 4. That all laws or parts of laws in conflict herewith are hereby repealed.

SECTION 5. That this Ordinance shall become effective upon the effective date of Ordinance No. 2743.

The within and foregoing Ordinance was introduced and read on first reading before City Commission of the City of Holly Hill, Florida, at a scheduled meeting held in Commission Chambers at City Hall on the 3rd day of January, 2006.

It was moved by Commissioner Penny and seconded by Commissioner Blais that said Ordinance be approved on first reading. A roll call vote of the Commission held on said motion for approval of the Ordinance resulted as follows:

Mayor Roland D. Via	Yes
Commissioner John Penny	Yes
Commissioner Gilles Blais	Yes
Commissioner Mark Reed	No
Commissioner Traci A. Anderson	No

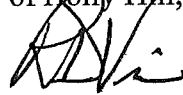
The within and foregoing Ordinance was introduced and read on second reading before City Commission of the City of Holly Hill, Florida, at its regularly scheduled meeting held in Commission Chambers at City Hall on the 24th day of January, 2006.

It was moved by Commissioner Penny and seconded by Commissioner Blais that said Ordinance be adopted. A roll call vote of the Commission held on said motion to adopt the Ordinance resulted as follows:

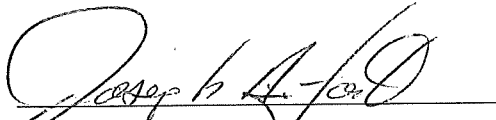
Mayor Roland D. Via	Yes
Commissioner John Penny	Yes
Commissioner Gilles Blais	Yes
Commissioner Mark Reed	No
Commissioner Traci A. Anderson	No

Whereupon, the Mayor of the City of Holly Hill, Florida, has hereunto set his official signature, duly attested by the City Clerk and has caused the official seal of said City to be affixed all at City Hall of Holly Hill, Florida, this 24th day of January, 2006, for the purpose of authenticity as is required by law.

City of Holly Hill, Florida

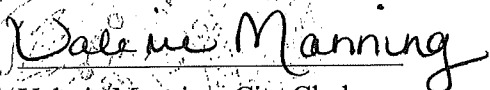


Roland D. Via, Mayor



Joseph A. Forte, City Manager

Attest:



Valerie Manning, City Clerk

“Attachment A”---M-PUD Ordinance No. 2759
CITY OF HOLLY HILL
MIXED USE PLANNED UNIT DEVELOPMENT (M-PUD)
MASTER DEVELOPMENT AGREEMENT

THIS AGREEMENT entered into and made as of the 26th the day of January, 2006, by and between the CITY OF HOLLY HILL, FLORIDA (hereinafter also referred as the City”), and BLACKRIVER, LLC. of 2101 John Anderson Drive, Ormond Beach Florida 32176 (hereinafter also referred to as the “Owner/Developer”) for the mixed use project at the north east intersection of 3rd Street and Ridgewood Ave., Holly Hill, Florida.

WITNESSETH

WHEREAS, the Owner/Developer warrants that it holds legal title to the property described in Paragraph 1 below and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

WHEREAS, the Owner/Developer desires to facilitate the orderly development of the Subject Property for mixed use planned unit development purposes, including residential multi-family and commercial shops in compliance with the laws and regulations of the City and other pertinent governmental authorities, and the Owner/Developer also desires to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS, the Owner/Developer has sought the City’s approval for plans to develop its property, and the City approved a concept site plan for said property on January 24, 2006---see EXHIBIT “B” attached hereto---subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein; and

WHEREAS, it is the purpose of this Agreement to clearly set forth the understanding and agreement between the parties concerning the matters contained herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Ownership. The Owner/Developer represents that it is the present owner of the subject property (hereinafter referred to as the “Subject Property”) described in EXHIBIT “A” attached hereto.

2. Title Opinion/Certification. The Owner/Developer shall provide to the City, in advance of the City’s execution of this Agreement, a title opinion of an attorney licensed in Florida, or a certification by an abstractor or title company authorized to do business in Florida, showing marketable title to the Subject Property to be in the name of the Owner/Developer and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

3. Subordination/Joinder. Unless otherwise agreed to by the City, all liens, mortgages, and other encumbrances not satisfied or released of record, must be subordinated to the terms of this Agreement, or else the lienholder must join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain any such subordination or joinder, in form and substance acceptable to the City Attorney, prior to the City's execution of the Agreement.

4. Development Standards. The Subject property shall be developed in compliance with the approved concept site plan, Exhibit B, as a Mixed Use Planned unit Development (M-PUD).

- (a) Maximum allowable number of dwelling units: 55 Dwelling Units per acre, which includes any granted density bonus.
- (b) Minimum Average size of dwelling units: One-thousand (1,000) square feet.
- (c) Compliance with approved site plan: Substantial compliance with the approved concept site plan shown as Exhibit "B" is required.
- (d) Maximum allowable building height: One Hundred and Seventy (170) feet, exclusive of roof-mounted mechanical equipment, antennae, elevator housing, exit stairways, roof parapets, and other non-habitable accessory, decorative or service features. Maximum building height includes that portion of the building where lower-level under-residential-floors parking is located.
- (e) Method of height measurement: The maximum building height shall be measured vertically from finished grade.
- (f) Type of development: The major element is multi-story residential dwellings. Commercial development consistent with the permitted uses in the Commercial Corridor – 1 Zoning District Regulations is also allowed.
- (g) Minimum allowable building setbacks: As depicted on approved concept site plan.
- (h) Minimum required number of vehicle parking spaces: 1.5 spaces/dwelling unit and 1 space per 250 square foot of commercial building under air.
- (i) Architectural standards: Must comply with City of Holly Hill Redevelopment District Overlay; architectural style must be "Mediterranean," "Spanish," or "Florida Vernacular."
- (j) Buffering:
 - 1. A six (6) foot high stuccoed masonry wall shall be constructed along any perimeter adjacent to residential single family dwelling lots.
 - 2. The landscape bufferyard along the east side of the project site shall be a minimum of ten (10) feet wide, with three (3) shade trees, three (3) understory trees, and thirty (30) bushes per one hundred (100) lineal feet.
- (p) Commercial development: The minimum amount of commercial development shall be 15 s.f. per residential dwelling unit.

5. Impact Fees: The Owner/Developer shall be responsible for payment of all government impact fees incurred by the project, less any applicable impact fee credit.

6. Utility Lines on the Subject Property. The Owner/Developer shall be responsible for making sure that all utility lines on the Subject Property are placed underground. A minimum 10-foot wide utility easement shall be granted to the City along the Ridgewood Avenue right-of-way.

7. Obligations for Infrastructure Operation and Maintenance. The proposed utility facilities shown on the approved site plan are and shall be privately operated and maintained, with the exception of the 10-foot wide utility easement granted to the City along the Ridgewood Ave. right-of-way. The Owner/Developer hereby acknowledges that the City will not accept the ownership, operation or maintenance of any utilities (including but not limited to sanitary sewer, potable water, reclaimed water, or storm sewer) for a project which was approved as a single ownership development and which is subsequently split into multiple ownership.

8. Landscape maintenance. The Owner/Developer, and its heirs, successors and assigns, at its own cost and expense, shall at all times properly maintain and replace, as necessary, the landscaping installed pursuant to this Agreement.

9. Land Uses Allowed by this Planned Unit Development. The purpose of this Agreement is to allow development of the Subject Property for a multi-family residential project, including as a secondary element commercial land uses, and customary accessory uses. Included shall be a house on the property identified as 326 Daytona Ave. and shall be counted as part of the total density.

A public plaza of not less than 6325 feet for use by the general public shall be constructed with additional improvements at a cost not less than \$50,000.00 and shall include a water feature as reflected on the concept plan. Engineering and permitting and other soft costs shall not be included in the \$50,000.00 improvement costs.

10. Environmental Considerations. The Owner/Developer agrees to comply with all federal, state, county, and City laws, rules and regulations regarding the protection of wetlands and endangered species.

11. Sewage Disposal and Potable Water. Provision for sewage disposal and potable water needs of the M-PUD shall be provided in accordance with the City of Holly Hill Comprehensive Plan and Land Development Code, plus the State of Florida Administrative Code, by connection to the City's central water and sewer system. All off-site utility lines and easements for the provision of utility services shall be conveyed and dedicated to the City even if the actual utility services may be provided by others.

12. Stormwater Drainage. Provision for the stormwater management system shall be in accordance with the City's Land Development Code, the requirements of the St. Johns River Water Management District, and the requirements of the Florida Department of Environmental Protection. Any easements that may be required by the City for stormwater transmission, retention or detention shall be provided by the Owner/Developer in a manner acceptable to the City Attorney at no cost or expense to the City.

13. Access and Transportation System Improvements. All access and transportation system improvements shall be provided in accordance with the City of Holly Hill Land Development Code. The Subject Property shall be developed in substantial compliance with the following access and transportation system requirements:

Vehicular access. Subject to approval by the Florida Dept. of Transportation, a minimum of one point of vehicular access from Ridgewood Avenue to the site shall be required. No vehicular access may be permitted from Daytona Avenue.

Sidewalk access: There shall be at least one handicapped-usable sidewalk connecting the public sidewalk on the east side of Ridgewood Avenue with the interior walkway system of the project site.

14. Enforcement. In the event that enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer shall be responsible for all costs and expenses, including attorneys' fees whether or not litigation is necessary, and if necessary, both at trial and on appeal, incurred in enforcing or ensuring compliance with the terms and conditions of this Agreement. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon the property for said monies, until they are paid, in addition to such other obligations as this Agreement may impose upon the Subject Property and the Owner/Developer. Interest on unpaid overdue sums shall accrue at the rate of eighteen percent (18%) compounded annually or at the maximum rate allowed by law. This agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without reference to conflicts of laws provisions. The prevailing party in any legal dispute arising out of this agreement shall be entitled to an award of its reasonable attorney's fees and costs from the other party. Venue for any litigation shall be in State Court, Volusia County, Florida.

15. Indemnification. The Owner/Developer shall indemnify and hold harmless the City from and against all claims, demands, disputes, damages, costs and expenses (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Subject Property described in Paragraph 1 above, by the City or by third parties, except those claims or liabilities caused by or arising from the gross negligence of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, or quality of the use or development of the Subject Property, including, but not limited to, drainage or sewer plans, fire safety, or quality of construction, whether or not inspected, approved, or permitted by the City.

16. Concept Site Plan Approval. The concept site plan approval and Mixed Use Planned Unit Development zoning, given at the regular meeting of the City Commission on January 24, 2006, is specifically incorporated into this Agreement by reference for the purpose of clarifying boundaries, locations, areas, and improvements described in this Agreement; all future submitted plans and subsequent development shall be in accordance with and subject to the terms of said site plan approval or as officially amended by the City. The referenced concept site plan and attached building elevation are labeled as EXHIBIT "B".

17. Recording and Effective Date. This Development Agreement and all subsequent amendments shall be filed with the Clerk of Court of Volusia County, Florida, and recorded following execution of the document by the City Commission, in the Official Records of Volusia County, Florida. One copy of the document, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the City of Holly Hill. The applicant shall be responsible for and pay all legal and filing costs for recording documents.

18. Compliance. The Owner/Developer agrees that it, and its successors and assigns, will abide by the provisions of this Agreement and the City's Land Development Code, including but not limited to, the site plan regulations of the City existing as of the date of this Agreement, which are incorporated herein by reference. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer, or its successors and assigns, in first class workmanlike fashion so as to present a pleasing appearance and to ensure compliance with the City's Land Development Code. The City may, after forty-five (45) days written notice and period of time to cure deficiencies without prejudice to any other legal or equitable right or remedy it may have, withhold permits, certificates of occupancy or approvals to the Subject Property should the Owner/Developer fail to comply with the terms of this Agreement.

Unless otherwise specifically stated in this Agreement, all current and future ordinances and regulations of the City and other applicable regulatory bodies shall apply to this Agreement.

Deviations from this Agreement: The City Manager or his designee is authorized to approve minor deviations from this Agreement. However, major deviations from this Agreement, as determined by the City Manager, shall require City Commission approval.

19. Utility Easements. So long as utility easements do not materially interfere with the Owner/Developer's use and enjoyment of the Subject Property, the Owner/Developer shall provide to the City such easements and other legal documentation, in form acceptable to the City Attorney, as the City may deem necessary or appropriate for the installation and maintenance of the City's utility services, including but not limited to, drainage sewer, water, and reclaimed water services.

20. Notices. Where notice is herein required to be given, it shall be by certified mail, return receipt requested, addressee only, by hand delivery or courier. Said notice shall be sent to the following, as applicable:

OWNER/DEVELOPER'S REPRESENTATIVE:

John Rainey, Managing Member
Blackriver, LLC.
2101 John Anderson Drive
Ormond Beach, Florida 32176

Attachment: Exhibit A - Ord 2759 and Current PD Agmt (2019-O-3022 : Blackriver MPUD Rezone)

CITY'S REPRESENTATIVE:

Roland Via, Mayor
Joseph Forte, City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

Should any party identified above change, it shall be said party's obligation to notify the other parties of the change in the manner required for notices herein. It shall be the Owner/Developer's obligation to identify its lender(s) to all parties in the manner required for notices herein.

21. Other City Approvals and Permits. The approval and execution of this Agreement by the City does not exempt the Owner/Developer of the Subject Property from obtaining any and all other approvals and permits necessary to obtain Development Orders and Building Permits for the development of the Subject Property.

22. Captions. The captions used herein are for convenience only and shall not be relied upon in construing this Agreement and Grant-of-Easement.

23. Binding Effect. This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owner/Developer and its assigns and successors in interest, and the City and its assigns and successors in interest. The Owner/Developer agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. This Agreement does not, and is not intended to, prevent or impede the City from exercising its legislative authority as the same may affect the Subject Property.

24. Severability, if any part of this Developer's Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Developer's Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Developer's Agreement is declared severable,

WHEREFORE, the undersigned parties, as the duly authorized representatives of the City Commission of the City of Holly Hill, Florida, and the property owner, do hereby agree to the aforesated terms and conditions this 26th day of January, 2006.

ATTEST:

Valerie Manning
Valerie Manning, City Clerk

HOLLY HILL CITY COMMISSION

Roland Via
Roland Via, Mayor
Joseph Forte
Joseph Forte, City Manager

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 26th day of January, 2006, by Joseph Forte and Roland Via, as City Manager and Mayor, City of Holly Hill, respectively, on behalf of the City of Holly Hill, and who are personally known to me.

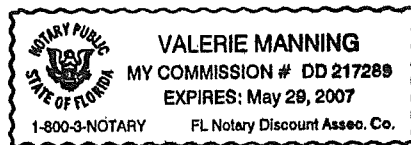
NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

Valerie Manning

Commission No.: DD217289

My Commission Expires: May 29, 2006



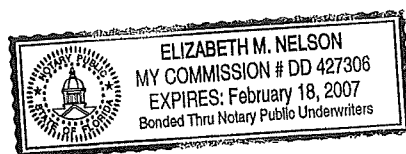
WITNESSES:

V. Vainella

Blackriver LLC.

John Rainey
John Rainey, Managing member

The foregoing instrument was acknowledged before me this 26th day of January, 2006, by John Rainey, as _____, on behalf of the Blackriver, LLC and who are personally known to me.



Elizabeth M. Nelson
NOTARY PUBLIC, STATE OF FLORIDA
Type or print name:
Commission No.: DD 427306
My Commission Expires: 2-18-07

Attachment: Exhibit A - Ord 2759 and Current PD Agmt (2019-O-3022 : Blackriver MPUD Rezone)

326
DAYTONA
AVE

FUND OWNER'S FORM
SCHEDULE A

Instrument# 2006-03424
Book: 5764
Page: 1173

7.1.e

Policy No.: **OPM-2835601**

Effective Date: **07/15/05** Agent's File Reference: **JOHNRAIN**
12:00.00 p.m.

Amount of Insurance: \$ **250,000.00**

1. Name of Insured:
BLACKRIVER, L.L.C.

2. The estate or interest in the land described herein and which is covered by this policy is a fee simple (if other, specify same) and is at the effective date hereof vested in the named insured as shown by instrument recorded in Official Records Book **5601**, Page **2923**, of the Public Records of **Volusia** County, Florida.

3. The land referred to in this policy is described as follows:

The Northerly 20 feet of Lot 21, and all of Lot 22, Block 23, Mason & Carswell's Holly Hill, according to the map or plat thereof as recorded in Plat Book 2, Page 90, Public Records of Volusia County, Florida.

OSSINSKY & GEORGE
ATTORNEYS AT LAW

ISSUING AGENT - ATTORNEY OR FIRM OF ATTORNEYS

500 N OLEANDER AVENUE

MAILING ADDRESS

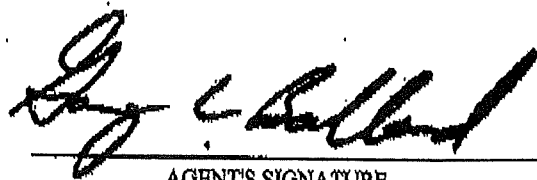
FUND Form OPM-SCH.A (Rev. 1/98) [486]

1635

AGENT NO.

DAYTONA BEACH

CITY



AGENT'S SIGNATURE

FL 32118-4083

ZIP

(01/02 DisplaySoft 01-WIN-1-1

Packet Pg. 642

Attachment: Exhibit A - Ord 2759 and Current PD Agmt (2019-O-3022 : Blackriver MPUD Rezone)

Instrument# 2005-225785 # 2
Book: 5629
Page: 2642
Diane M. Matousek
Volusia County, Clerk of Court

327 RIDGEWOOD
GAMBLE

EXHIBIT A

PARCEL 1: The Westerly 135 feet of Lot 17, Block 23, Mason and Carswell's Holly Hill, according to the map or plat thereof as recorded in Plat Book 2, Page 90, Public Records of Volusia County, Florida.

PARCEL 2: The Easterly 110 feet of the Westerly 245 feet of Lots 17 and 18, Block 23, Mason and Carswell's Holly Hill, according to the map or plat thereof as recorded in Plat Book 2, Page 90, Public Records of Volusia County, Florida.

PARCEL 3: The Westerly 135 feet of Lot 18, Block 23, Mason and Carswell's Holly Hill, according to the map or plat thereof as recorded in Plat Book 2, Page 90, Public Records of Volusia County, Florida.

PARCEL 4: The Westerly 153 feet of Lots 15 and 16, Block 23, Mason and Carswell's Holly Hill, according to the map or plat thereof as recorded in Plat Book 2, Page 90, Public Records of Volusia County, Florida.

EXCEPT those portions of the above-described parcels lying within the right of way of U.S. Highway No. 1.

Page: 1174

Attachment: Exhibit A - Ord 2759 and Current PD Agmt (2019-O-3022 : Blackriver MPUD Rezone)

EXHIBIT A**PARCEL NO. 1:**

Lots 13 AND 14, except the Westerly 20.46 feet of Right-of-Way of U.S. Highway No. 1, Block 23, Mason and Carrawell's Holly Hill, as recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida

PARCEL NO. 2:

All of Lot 15, except the Westerly 153 feet thereof, and also all of Lot 16, except for the Westerly 153 feet thereof, Block 23, Mason and Carrawell's Holly Hill, as recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida

PARCEL NO. 3:

The Easterly 85 feet of Lot 18, and the Easterly 85 feet of Lot 17, Block 23, Mason and Carrawell's Holly Hill, as recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida

PARCEL NO. 4:

The Westerly 180 feet of Lot 20 and the Southerly 80 feet of the Westerly 180 feet of Lot 21, Block 23, Mason and Carrawell's Holly Hill, as recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida

HAPPYTIME
403 RIDGEWOOD

THIS INSTRUMENT WAS PREPARED BY:
RECORD AND RETURN TO:

John L. Whiteman, Esquire
Rogers Towers, P.A.
170 Malaga Street, Suite A
St. Augustine, Florida 32084

Parcel Account # 5337-33-02-0050

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and executed this 29 day of June, 2005, by KANERET, LLC, a Florida limited liability company, whose address is 45 Anastasia Lakes Drive, St. Augustine, Florida 32080, hereinafter called "Grantor," to BLACKRIVER, LLC, a Florida limited liability company, whose address is 2101 John Anderson Drive, Ormond Beach, Florida 32176, hereinafter called "Grantee";

WITNESSETH:

That Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situated in Volusia County, Florida as shown and more particularly described as follows (the "Property"):

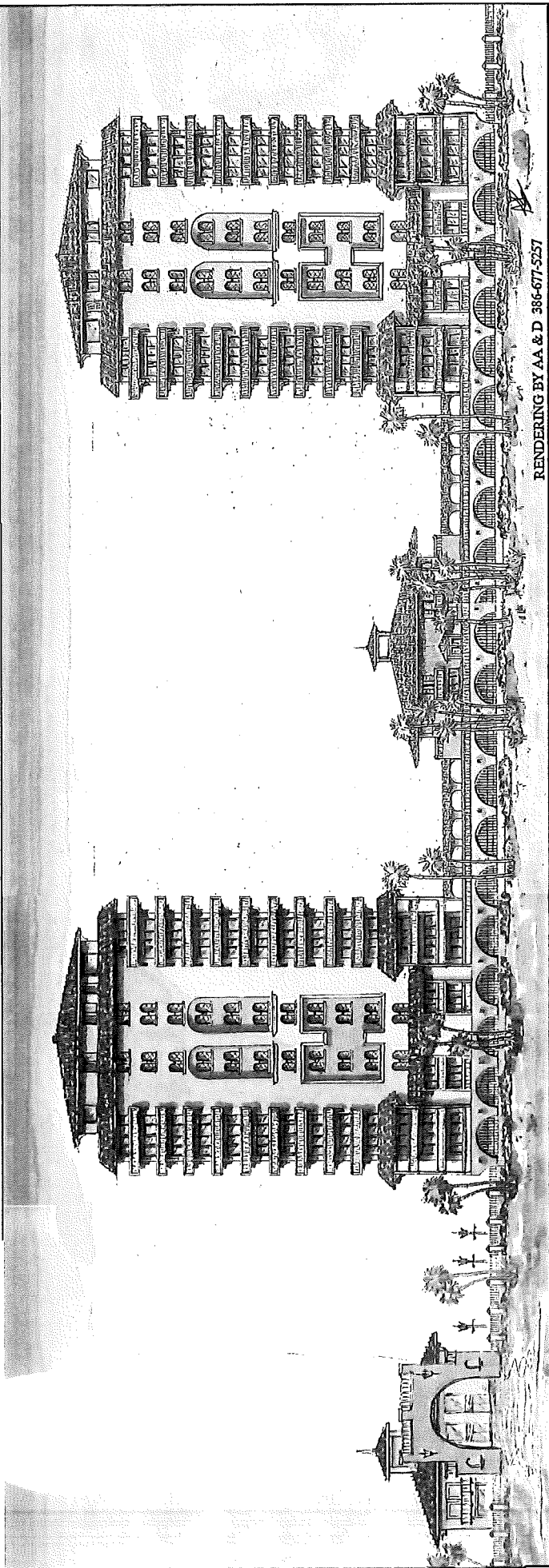
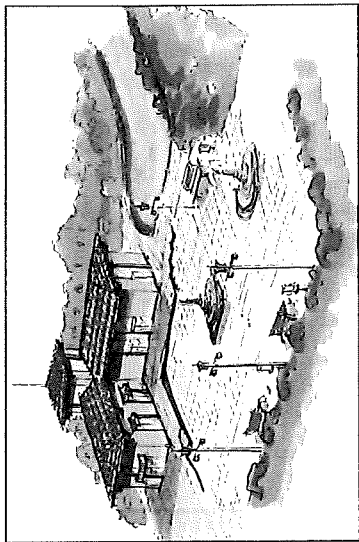
All of Lots 5 and 6, EXCEPTING therefrom that portion taken for the widening of Ridgewood Avenue, a 100 foot right of way as currently laid out and used, and also Lots 13 and 14, EXCEPTING therefrom the Easterly 100 feet of said Lots 13 and 14, all in Block B, OAKRIDGE PARK, according to the Plat thereof, as recorded in Map Book 7, at Page(s) 18, of the Public Records of Volusia County, Florida.

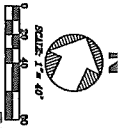
AND

Lots 7, 8 and 9, EXCEPTING therefrom that portion taken for the widening of Ridgewood Avenue, and also Lots 10 and 11, and the Westerly 52.50 feet of Lot 12, all in Block B, OAKRIDGE PARK, according to the Plat thereof, as recorded in Map Book 7, at Page(s) 18, of the Public Records of Volusia County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto of Grantor belonging or in anyway appertaining to the Property, subject to the permitted encumbrances identified on Exhibit A attached hereto and incorporated herein (the "Permitted Encumbrances"), with this reference not serving to re-impose any of said Permitted Encumbrances.

TO HAVE AND TO HOLD, the same in fee simple forever.





FIFTH STREET

MIRIAM AVE.

DAYTONA AVE.

TOTAL PARKING SPACES: 665± (INCLUDES 14 H/C SPACES)
COVERED SPACES: 257 (MAY VARY)
TOTAL CONDO UNITS: 392
SEE DETAIL "A" FOR BUILDING LAYOUT AND FLOOR PLAN

TOTAL SITE AREA= 6.95 ACRES (302,496± sq ft)
TOTAL IMPERVIOUS AREA= 80% (242,227± sq ft)

THIRD STREET

PROJECT:
PROPOSED MULTI-USE
PROJECT
RIDGEWOOD AVE. AND THIRD ST.

GENERAL NOTES:
NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, EASES-OF-WAY AND/OR OWNERSHIP WERE
FURNISHED TO THIS SURVEYOR, EXCEPT AS SHOWN THEREIN. THERE MAY BE ADDITIONAL INSTRUMENTS AND/OR
OTHER METHODS THAT ARE NOT SHOWN ON THIS PLAN OF SURVEY THAT MAY BE FOUND IN THE PUBLIC
RECORDS OF THIS COUNTY. NO UNDERGROUND UTILITIES OR IMPROVEMENTS HAVE BEEN
LOCATED EXCEPT AS SHOWN. SURVEY PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION
OF TITLE. ALL MEASUREMENTS SHOWN ARE IN FEET AND HUNDRETHS THEREOF.

THE TERM CREATED AS USED IN THIS STATEMENT, IS UNDERSTOOD TO BE THE PROFESSIONAL OP OF THIS SUBORER AND FIRM WHICH IS FORMULATED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, IT DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESS OR IMPLIED. FURTHERMORE, THIS SUBORER AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM INADEQUATE OR INACCURATE INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS, WHICH IS USED AS A BASIS TO FORMULATE THIS SUBORER'S OPINION.

Document Prepared By:

Michael O. Sznajstajler, Esquire
Cobb Cole
149 S. Ridgewood Ave. Suite 700
Daytona Beach, FL 32114

Return Recorded Document To:

Holly Hill City Clerk
1065 Ridgewood Avenue
Daytona Beach, FL 32117

PUD ORDINANCE NO. _____
CITY OF HOLLY HILL
PLANNED UNIT DEVELOPMENT (PUD)
MASTER DEVELOPMENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into by and between **THE CITY OF HOLLY HILL, FLORIDA**, a Florida municipal corporation located in Volusia County, Florida (the “City”), **BLACKRIVER, LLC**, a Florida limited liability company, located at 2101 John Anderson Drive, Ormond Beach, Florida 32176 (“Owner”) and **MADISON BAY, LLC**, a Florida limited liability company, located at 558 West New England Avenue, Suite 250, Winter Park, Florida 32789 (“Developer”).

WITNESSETH

WHEREAS, Owner warrants that it holds legal title to the property described in Paragraph 1 below and Exhibit “A” attached hereto; and

WHEREAS, Owner/Developer desire to facilitate the orderly development of the Subject Property for planned unit development purposes, including a residential multi- family development within the laws and regulations of the City and other (pertinent governmental authorities, and Owner/Developer also desire to ensure that the development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS, Owner/Developer have sought the City's approval for plans to develop the property, and the City approved a concept site plan for said property on _____, 2019 ---see Exhibit "B" attached hereto--- subject to the covenants, restrictions, and easements offered by Owner/Developer and contained herein; and

WHEREAS, it is the purpose of this Agreement to clearly set forth the understanding and agreement between the parties concerning the matters contained herein;

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

Attachment: Exhibit B - Madison Bay MPUD Updated 10-2-19 (2019-O-3022 : Blackriver MPUD Rezone)

1. Ownership. Owner represents that it is the present owner of the subject property (hereinafter referred to as the "Subject Property") described in Exhibit "A" attached hereto. Developer represents that it is the contract purchaser of the Subject Property from Owner.

2. Title Opinion/Certification. The Owner/Developer shall provide to the City, in advance of the City's execution of this Agreement, a title opinion of an attorney licensed in Florida, or a certification by an abstractor or title company authorized to do business in Florida, showing marketable title to the Subject Property to be in the name of Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

3. Development Standards. The Subject Property shall be developed in compliance with the approved conceptual site plan, Exhibit "B", as a Planned Unit Development (PUD).

- (a) Maximum allowable number of dwelling units: 35 Dwelling Units per acre, which includes any granted density bonus.
- (b) Minimum size of dwelling units: Five Hundred and Seventy-Four (574) square feet.
- (c) Compliance with the approved site plan: Substantial compliance with the approved conceptual site plan shown as Exhibit "B" is required.
- (d) Maximum allowable building height: Eighty (80) feet, exclusive of roof-mounted mechanical equipment, antennae, elevator housing, exit stairways, roof parapets, and other non-habitable accessory, decorative or service features. Maximum building height includes that portion of the building where lower-level under-residential-floors parking is located.
- (e) Method of height measurement: The maximum building height shall be measured vertically from finished grade.
- (f) Type of Development: The main element of the development is two (2) multi-story residential dwellings to be used for affordable senior housing for individuals fifty-five years or older.
- (g) Minimum allowable building setbacks: As depicted on approved conceptual site plan.
- (h) Minimum required number of vehicle parking spaces: 0.8 spaces/dwelling unit.
- (i) Architectural standards: Must comply with City of Holly Hill Redevelopment District Overlay and shall be developed in compliance with the approved architectural elevations included in Exhibit "B" attached hereto.
- (j) Buffering:
 - 1. Type A, Masonry wall or Type B, Hedge screening shall be constructed along any perimeter adjacent to residential single family dwelling lots.
 - 2. The landscape buffering shall comply with the Visual Screen requirements of the City's Land Development Code.
 - 3. The landscape buffer along Ridgewood Avenue shall be enhanced by providing one tree for every 12.5 linear feet of frontage along Ridgewood Avenue (twice the requirement set forth in Sec. 98-33(1)a of the Land Development Code).
 - 4. The landscape buffer behind the dumpster enclosures located in both phases of the development shall be twice the requirement set forth in the Land Development Code.
 - 5. The walls of the dumpsters in both phases shall be made of concrete masonry unit black and stucco, match the exterior of the exterior of the buildings, and

have gates in the front to screen the dumpsters. The dumpsters shall not permanently remain in the enclosures and shall only be placed in the enclosures on the day of the garbage pick-up/garbage removal for the Subject Property.

- (k) **Open Space:** 60% of the residential area of the development shall be open space. Further, 30% of the open space shall be designated as “Common Area” meeting the following requirements:

1. It shall be dedicated to and usable by all residents of the PUD. Its location, shape, size and character shall be illustrated on the master development plan.
2. Maintenance guarantees shall be approved by the city commission.

4. **Impact fees.** The Owner/Developer shall be responsible for payment of all government impact fees incurred by the project, less any applicable impact fee credit.

5. **Utility Lines on the Subject Property.** The Owner/Developer shall be responsible for making sure that all utility lines on the Subject Property are placed underground. A minimum 10-foot wide utility easement shall be granted to the City along the Ridgewood Avenue right-of-way.

6. **Obligations for Infrastructure Operation and Maintenance.** The proposed utility facilities shown on the approved site plan are and shall be privately operated and maintained, with the exception of the 10-foot wide utility easement granted to the City along the Ridgewood Ave. right-of-way. The Owner/Developer hereby acknowledges that the City will not accept the ownership, operation or maintenance of any utilities (including but not limited to sanitary sewer, potable water, reclaimed water, or storm sewer) for a project which was approved as a single ownership development and which is subsequently split into multiple ownership.

7. **Landscape maintenance.** The Owner/Developer, and their heirs, successors and assigns, at their own cost and expense, shall at all times properly maintain and replace, as necessary, the landscaping installed pursuant to this Agreement.

8. **Land Uses Allowed by this Planned Unit Development.** The purpose of this Agreement is to allow development of the Subject Property for affordable senior housing for individuals aged fifty-five years and older, , including as a secondary element commercial land uses and customary accessory uses.

9. **Environmental Considerations.** The Owner/Developer agree to comply with all federal, state, county, and City laws, rules and regulations regarding the protection of wetlands and endangered species.

10. **Sewage Disposal and Potable Water.** Provision for sewage disposal and potable water needs of the PUD shall be provided in accordance with the City of Holly Hill Comprehensive Plan and Land Development Code, plus the State of Florida Administrative Code, by connection to the City's central water and sewer system. All off-site utility lines and easements for the provision of utility services shall be conveyed and dedicated to the City even if the actual utility services may be provided by others.

11. Stormwater Drainage. Provision for the stormwater management system shall be in accordance with the City's Land Development Code, the requirements of the St. Johns River Water Management District, and the requirements of the Florida Department of Environmental Protection. Any easements that may be required by the City for stormwater transmission, retention or detention shall be provided by the Owner/Developer in a manner acceptable to the City Attorney at no cost or expense to the City.

12. Access and Transportation System Improvements. All access and transportation system improvements shall be provided in accordance with the City of Holly Hill Land Development Code. The Subject Property shall be developed in substantial compliance with the following access and transportation system requirements:

Vehicular access. Subject to approval by the Florida Dept. of Transportation, a minimum of one point of vehicular access from Ridgewood Avenue to the site shall be required.

Sidewalk access: There shall be at least one handicapped-usable sidewalk connecting the public sidewalk on the east side of Ridgewood Avenue with the interior walkway system of the project site.

13. VOTRAN Bus Stop/Bus Shelter. The Developer shall provide a covered bus shelter for the Volusia County Public Transport System bus stop (aka VOTRAN) to be located at or near the existing bus stop location along Ridgewood Avenue, but within the extent of the Subject Property's western boundary. If VOTRAN and/or the City of Holly Hill, reject the proposed Ridgewood Avenue location for the bus shelter, then the Developer may locate the bus stop on the north side of 3rd Street and within the extent of the Subject Property's southern boundary (on 3rd Street) as a secondary location. If VOTRAN and/or the City of Holly Hill deny the Developer's request for the bus shelter and/or the proposed first and second locations, then the Developer shall not be responsible for the construction and/or installation of the bus shelter. If approved, the bus shelter shall be constructed during construction of the first phase of the development.

14. Phasing. Development of the property may occur in multiple phases consistent with City standards and this Agreement. Each phase shall be required to install all necessary infrastructure, including required easements. Developer may grade and clear the road rights-of-way, easements, fire access, and stormwater management facilities prior to plat approval of the lots, as long as such grading and clearing is done pursuant to a valid permit from the St. Johns River Water Management District and The City of Holly Hill.

- a. Application shall be made for all construction permits for the first phase of the project within three (3) years from the date of approval of this Agreement. Application shall be made for all construction permits for the second phase of the project within five (5) years of approval of this Agreement.
- b. One 12-month extension of the scheduled application dates may be permitted as a minor modification to this Agreement.
- c. In addition to the 12-month extension, one three (3) year extension of the scheduled application or completion dates may be permitted as a minor deviation/modification

to this Agreement provided that the Owner or Developer install a perimeter hedge along the Ridgewood Avenue frontage of the Subject Property.

- d. The filing of an appeal of this Agreement by any person shall toll the time for permitting until final resolution of the appeal.

15. Enforcement. In the event that enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer shall be responsible for all costs and expenses, including attorneys' fees whether or not litigation is necessary, and if necessary, both at trial and on appeal, incurred in enforcing or ensuring compliance with the terms and conditions of this Agreement. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon the property for said monies, until they are paid, in addition to such other obligations as this Agreement may impose upon the Subject Property and the Owner/Developer. Interest on unpaid overdue sums shall accrue at the rate of eighteen percent (18%) compounded annually or at the maximum rate allowed by law. This agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without reference to conflicts of laws provisions. The prevailing party in any legal dispute arising out of this agreement shall be entitled to an award of its reasonable attorney's fees and costs from the other party. Venue for any litigation shall be in State Court, Volusia County, Florida.

16. Indemnification. The Owner/Developer shall indemnify and hold harmless the City from and against all claims, demands, disputes, damages, costs and expenses (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Subject Property described in Paragraph 1 above, by the City or by third parties, except those claims or liabilities caused by or arising from the gross negligence of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, or quality of the use or development of the Subject Property, including, but not limited to, drainage or sewer plans, fire safety, or quality of construction, whether or not inspected, approved, or permitted by the City.

17. Conceptual Site Plan Approval. The conceptual site plan approval and Planned Unit Development rezoning, given at the regular meeting of the City Commission on _____, 2019, is specifically incorporated into this Agreement by reference for the purpose of clarifying boundaries, locations, areas, and improvements described in this Agreement; all future submitted plans and subsequent development shall be in accordance with and subject to the terms of said site plan approval or as officially amended by the City. The referenced conceptual site plan and attached building elevation are labeled as Exhibit "B".

18. Recording and Effective Date. This Development Agreement and all subsequent amendments shall be filed with the Clerk of Court of Volusia County, Florida, and recorded following execution of the document by the City Commission, in the Official Records of Volusia County, Florida. One copy of the document, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the City of Holly Hill. The applicant shall be responsible for and pay all legal and filing costs for recording documents.

19. Compliance. The Owner/Developer agree that they, and their successors and assigns, will abide by the provisions of this Agreement and the City's Land Development Code, including but not limited to, the site plan regulations of the City existing as of the date of this Agreement, which are incorporated herein by reference. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer, or their successors and assigns, in first class workmanlike fashion so as to present a pleasing appearance and to ensure compliance with the City's Land Development Code. The City may, after forty-five (45) days written notice and period of time to cure deficiencies without prejudice to any other legal or equitable right or remedy it may have, withhold permits, certificates of occupancy or approvals to the Subject Property should the Owner/Developer fail to comply with the terms of this Agreement. Unless otherwise specifically stated in this Agreement, all current and future ordinances and regulations of the City and other applicable regulatory bodies shall apply to this Agreement.

20. Deviations from this Agreement. The Development Code Administrator or his designee is authorized to approve minor deviations from this Agreement. However, major deviations from this Agreement, as determined by the Development Code Administrator, shall require City Commission approval.

21. Utility Easements. So long as utility easements do not materially interfere with the Owner/Developer's use and enjoyment of the Subject Property, the Owner/Developer shall provide to the City such easements and other legal documentation, in form acceptable to the City Attorney, as the City may deem necessary or appropriate for the installation and maintenance of the City's utility services, including but not limited to, drainage sewer, water, and reclaimed water services.

22. Notices. Where notice is herein required to be given, it shall be by certified mail, return receipt requested, addressee only, by hand delivery or courier. Said notice shall be sent to the following, as applicable:

OWNER'S REPRESENTATIVE

Blackriver, LLC
Attn: John A. Rainey
2101 John Anderson Drive
Ormond Beach, FL 32176

DEVELOPER'S REPRESENTATIVE

Madison Bay, LLC
Attn: Stacy Banach
558 W New England Ave., Ste 250
Winter Park, FL 32789

With copy to:

Cobb Cole
Attn: Michael Sznajstajler

149 S. Ridgewood Avenue, Suite 700
Daytona Beach, FL 32114

CITY'S REPRESENTATIVE

City of Holly Hill
Attn: Building and Zoning
1065 Ridgewood Avenue,
Holly Hill, FL 32117

Should any party identified above change, it shall be said party's obligation to notify the other parties of the change in the manner required for notices herein. It shall be the Owner's obligation to identify its lender(s) to all parties in the manner required for notices herein.

23. Other City Approvals and Permits. The approval and execution of this Agreement by the City does not exempt the Owner/Developer of the Subject Property from obtaining any and all other approvals and permits necessary to obtain Development Orders and Building Permits for the development of the Subject Property.

24. Captions. The captions used herein are for convenience only and shall not be relied upon in construing this Agreement and Grant-of-Easement.

25. Binding Effect. This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owner/Developer and their assigns and successors in interest, and the City and its assigns and successor's in interest. The Owner/Developer agree to pay the cost of recording this document in the Public Records of Volusia County, Florida. This Agreement does not, and is not intended to, prevent or impede the City from exercising its legislative authority as the same may affect the Subject Property.

26. Severability. If any part of this Developer's Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Developer's Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Developer's Agreement is declared severable.

[Remainder of Page Intentionally Left Blank]

Attachment: Exhibit B - Madison Bay MPUD Updated 10-2-19 (2019-O-3022 : Blackriver MPUD Rezone)

IN WITNESS WHEREOF, the parties hereto have set their hands, this ____ day of _____, 2019.

Signed, sealed and delivered in the presence of:

**THE CITY OF HOLLY HILL, FLORIDA,
a Florida municipal corporation**

Witness 1

By: _____
Chris Via, Mayor

Print Name of Witness 1

Attest:

Witness 2

By: _____
Valerie Manning, City Clerk

Print Name of Witness 2

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by Chris Via and Valerie Manning, Mayor and City Clerk, respectively, of The City of Holly Hill, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public

Commission No: _____

Attachment: Exhibit B - Madison Bay MPUD Updated 10-2-19 (2019-O-3022 : Blackriver MPUD Rezone)

Signed, sealed and delivered in the presence of:

BLACKRIVER, LLC, a Florida limited liability corporation

Witness 1

Print Name of Witness 1

By: _____

Name: _____

Title: _____

Witness 2

Print Name of Witness 2

Date: _____

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____ of Blackriver, LLC referred to in this agreement as "Owner." He or she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public

Commission No. _____

Attachment: Exhibit B - Madison Bay MPUD Updated 10-2-19 (2019-O-3022 : Blackriver MPUD Rezone)

Signed, sealed and delivered in the presence of:

MADISON BAY, LLC, a Florida limited liability corporation

Witness 1

By: _____

Print Name of Witness 1

Name: _____

Title: _____

Witness 2

Date: _____

Print Name of Witness 2

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____ of Madison Bay, LLC referred to in this agreement as "Contract Purchaser." He or she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public

Commission No. _____

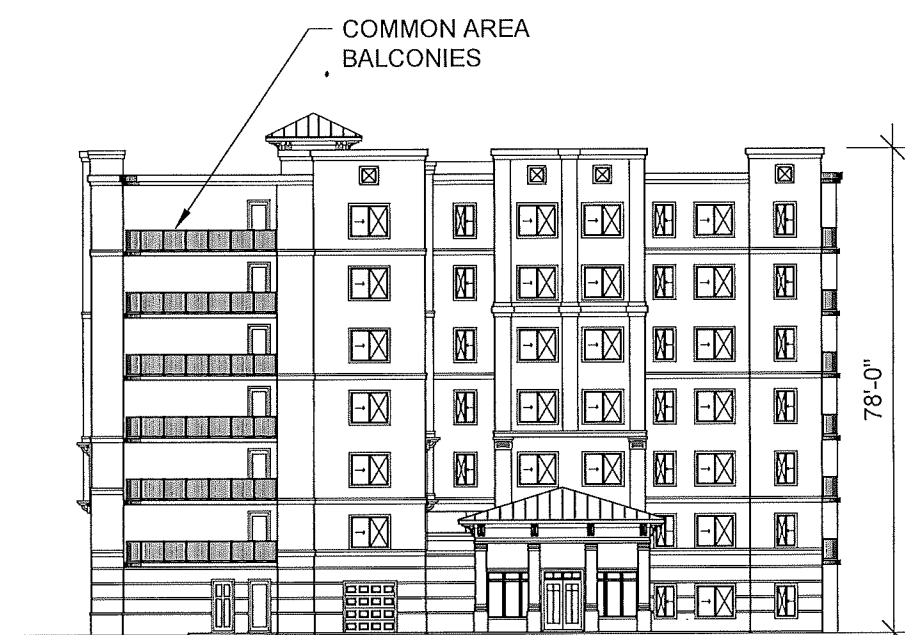
Attachment: Exhibit B - Madison Bay MPUD Updated 10-2-19 (2019-O-3022 : Blackriver MPUD Rezone)

Exhibit "A"

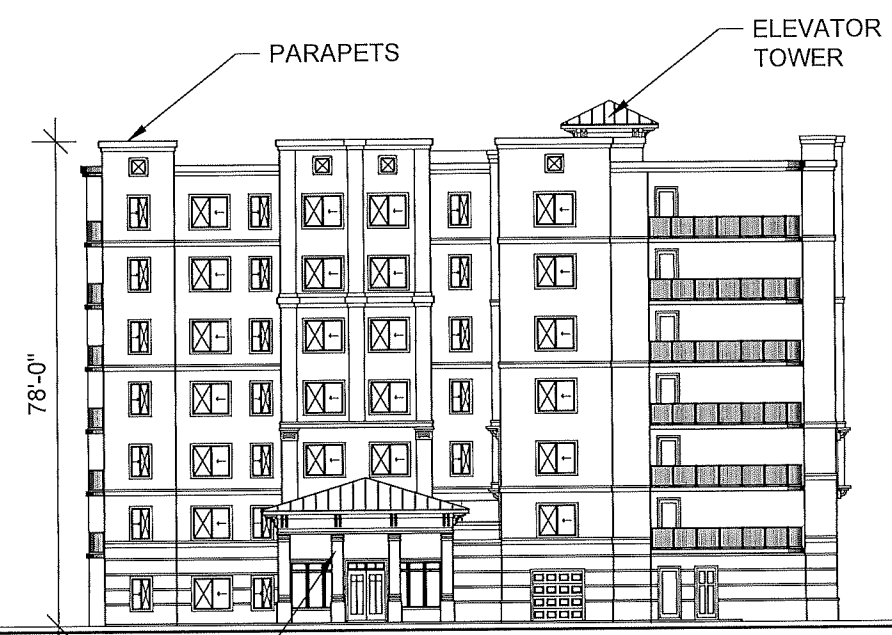
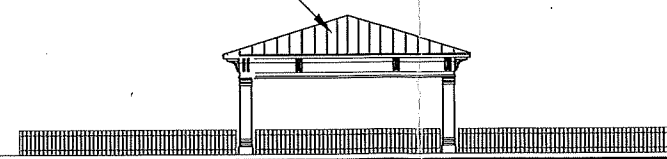
Property Legal Description

Exhibit “B”
Conceptual Site Plan

Attachment: Exhibit B - Madison Bay MPUD Updated 10-2-19 (2019-O-3022 : Blackriver MPUD Rezone)



PHASE II

PICNIC
PAVILION

PHASE I

1 PUD ELEVATIONS - WEST
SCALE: 1" = 30'

OWNER: BLACKRIVER, LLC
2101 JOHN ANDERSON DR
ORMOND BEACH FL 32176
CONTACT: PARAMETRIC DESIGN & DEVELOPMENT, LLC
STACY BANACH

ADDRESS: 3RD STREET & US-1
HOLLY HILL, FL 32117
CITY: HOLLY HILL
COUNTY: VOLUSIA

SHEET TITLE: PUD ELEVATIONS
PROJECT: MADISON BAY
SENIOR AFFORDABLE HOUSING

DATE: 05/24/19

REV. NO. DATE

SHEET:

EXHIBIT “A”

Legal Descriptions below encompasses the following parcels:

42440123-0150: 0.70 AC +/-
 42440123-0170: 0.97 AC +/-
 42440123-0130: 3.23 AC +/-
 42440123-0220: 0.47 AC +/-
 Total: 5.37 AC +/-

Legal Descriptions

42440123-0150 (0.70 AC +/-):

W 153 FT OF LOTS 15 & 16 BLK 23 M & C HOLLY HILL MB 2 PG 90 PER OR 4860 PG 0435 PER OR 5629 PG 2641-2642

AND

42440123-0170 (0.97 AC +/-):

W 245 FT OF LOTS 17 & 18 EXC ST BLK 23 M & C HOLLY HILL PER OR 4860 PG 0435 PER OR 5629 PG 2641-2642

AND

PID# 42440123-0130 (3.23 AC +/-):

LOTS 13 & 14 EXC RD & LOTS 15 & 16 EXC W 153 FT & E 85 FT OF LOTS 17 & 18 & W 180 FT OF LOT 20 & OF S 80 FT OF LOT 21 BLK 23 M & C HOLLY HILL PER OR 3847 PG 1209 PER OR 5593 PG 4601

AND

A PORTION OF 42440123-0220 (0.47 AC +/- OF THE TOTAL 0.91 AC +/-):

N 20 FT OF LOT 21 & LOT 22 BLK 23M & C HOLLY HILL PER MB 2 PG 90 PER OR 5601 PG 2923-2924

331 RIDGEWOOD AVE, HOLLY HILL

7.1.i
BLACKRIVER LLC
Parcel

Parcel

Short Parcel Id 424401230130
Property Location 331 RIDGEWOOD AVE, HOLLY HILL, 32117
PC Code 1000 - VACANT COMM
Total Bldgs 0
Neighborhood 7254 - HOLLY HILL - RIDGEWOOD (HWY 1)
Business Name

Primary Owner

Owner BLACKRIVER LLC

In Care Of
Mailing Address 2101 JOHN ANDERSON DR
ORMOND BEACH FL 32176

All Owners

#	Owner 1	Owner 2	Owner %	Owner Type(s)
0	BLACKRIVER LLC		100	FS - Fee Simple

Legal

Millage Group 203-HOLLY HILL
Legal Description LOTS 13 & 14 EXC RD & LOTS 15 & 16 EXC W 153 FT & E 85 FT OF LOTS 17 & 18 & W 180 FT OF LOT 20 & OF S 80 FT OF LOT 21 BLK 23 M & C HOLLY HILL PER OR 3847 PG 1209 PER OR 5593 PG 4601

Map TWP-RNG-SEC
Subdivision-Block-Lot
Date Created 01 - 23 - 0130
Year Annexed 27-DEC-81

Special Assessment

Project #	Description	Units	Rate	Amount
0203	HOLLY HILL STORMWATER	29.20	\$96.00	\$2,803.20

7.1.i

(e) Attachment: Madison Bay Property Appraiser Card pue speed 2206-O-6102) Blackriver MPUD Rezoning

Sales

Book/Page	Instr Type	Inst #	Sale Date	V/I	Sale Price
5593 / 4601	WD-WARRANTY DEED	2005180244	06/29/2005	V	\$950,000
3847 / 1209	WD-WARRANTY DEED	1993107417	07/15/1993	I	\$355,000
3132 / 0250	WD-WARRANTY DEED	1988053922	04/15/1988	I	\$615,000
2881 / 1664	WD-WARRANTY DEED		09/15/1986	I	\$100
2791 / 1854	WD-WARRANTY DEED		02/15/1986	I	\$50,000
2791 / 1852	WD-WARRANTY DEED		09/15/1985	I	\$100

Community Redevelopment Areas

Project #	Description	Year Beg	Year End
92	HOLLY HILL CRA	2001	9999

County Links

Property Tax Bill [CLICK HERE](#)
 Link to Permits [CLICK HERE](#)

Other Links

Google Street Address [CLICK HERE](#)
 Bing Maps [CLICK HERE](#)

07/07/2005 09:00 AM
 Doc stamps 6650.00
 (Transfer Amt \$ 950000)
 Instrument# 2005-180244 # 1
 Book: 5593
 Page: 4601

This instrument was prepared by:
 GEORGE J. LOTT, Esquire
 Dadeland Centre, Suite 1014
 9155 South Dadeland Blvd.
 Miami, FL 33156

Property Appraisers Parcel
 Identification (Folio) Number: 4244-01-23-0130

WARRANTY DEED

THIS INDENTURE, made this 29th day of June, 2005 between Alan Curreli, a married man, (GRANTOR*), and Blackriver, LLC, a Florida Limited Liability Company, whose address is 2101 John Anderson Drive, Ormond Beach, Florida 32176 (GRANTEE*),

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee, and Grantee's heirs and assigns forever, the land, situate, lying and being in Volusia County, State of Florida, and described in Exhibit "A" attached hereto.

SUBJECT TO:

Conditions, restrictions, limitations, and easements of record, if any; but any such interests that may have been terminated are not hereby reimposed; and subject to applicable zoning ordinances, taxes and assessments for the year 2005 and subsequent years.

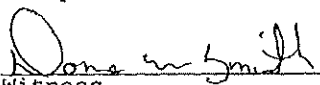
Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

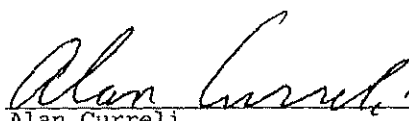
Grantor does hereby furthermore affirm that the above described property is not his home or homestead and that he, in fact, resides with his wife, Cheryl Curreli, at 2169 Tomoka Farms Road, Pt. Orange, FL 32128.

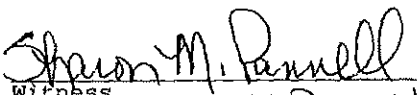
*"Grantor" and "Grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in
 the presence of:


 Witness
 Printed: Donna M. Smith


 Alan Curreli
 2169 Tomoka Farms Road
 Pt. Orange, FL 32128


 Witness
 Printed: Sharon M. Pannell

STATE OF FLORIDA) SS
COUNTY OF Volusia)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared, Alan Curreli, the person described in and who executed the foregoing Warranty Deed and acknowledged before me that he executed the same, and who presented as identification the following: FLDL# 0640006484290, and he did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of June, 2005.



Sharon M. Pannell
Notary Public
Printed: Sharon M. Pannell

Instrument# 2005-180244 # 3
Book: 5593
Page: 4603
Diane M. Matousek
Volusia County, Clerk of Court

EXHIBIT "A"

PARCEL NO. 1:

Lots 13 AND 14, except the Westerly 20.46 feet of Right-of-Way of U.S. Highway No. 1, Block 23, Mason and Carswell's Holly Hill, as recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida

PARCEL NO. 2:

All of Lot 15, except the Westerly 153 feet thereof, and also all of Lot 16, except for the Westerly 153 feet thereof, Block 23, Mason and Carswell's Holly Hill, as recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida

PARCEL NO. 3:

The Easterly 85 feet of Lot 18, and the Easterly 85 feet of Lot 17, Block 23, Mason and Carswell's Holly Hill, as recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida

PARCEL NO. 4:

The Westerly 180 feet of Lot 20 and the Southerly 80 feet of the Westerly 180 feet of Lot 21, Block 23, Mason and Carswell's Holly Hill, as recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida

7.1.i

Alt-.....
BLACKRIVER LLC
Parcel

(e) **Rezone** **DNDM** **revivack** **B : 2206-O-6102** **speed** **pue** **Card** **resiridd** **Property** **Bay** **uosid** **Madisid** **Attachment**

327 RIDGEWOOD AVE, HOLLY HILL

Parcel

Short Parcel Id

424401230150

Property Location

327 RIDGEWOOD AVE, HOLLY HILL, 32117

PC Code

1000 - VACANT COMM

Total Bldgs

0

Neighborhood

7254 - HOLLY HILL - RIDGEWOOD (HWY 1)

Business Name

Primary Owner

Owner

BLACKRIVER LLC

In Care Of

Mailing Address

2101 JOHN ANDERSON DR

ORMOND BEACH FL 32176

All Owners

#	Owner 1	Owner 2	Owner %	Owner Type(s)
0	BLACKRIVER LLC		100	FS - Fee Simple

Legal

Millage Group

203-HOLLY HILL

Legal Description

W 153 FT OF LOTS 15 & 16 BLK 23 M & C HOLLY HILL MB
2 PG 90 PER OR 4860 PG 0435 PER OR 5629 PG 2641-
2642

Map TWP-RNG-SEC

14 - 32 - 44

Subdivision-Block-Lot

01 - 23 - 0150

Date Created

27-DEC-81

Year Annexed

Sales

Book/Page	Instr Type	Inst #	Sale Date	V/I	Sale Price
5629 / 2641	WD-WARRANTY DEED	2005225785	08/09/2005	1	\$925,000
4860 / 0435	WD-WARRANTY DEED	2002099139	04/15/2002	1	\$415,000

7.1.i

33.					
3192 / 0391	CT-CERTIFICATE OF TITLE	1988115991	08/15/1988	1	\$100
1551 / 0291	WD-WARRANTY DEED		03/15/1973	1	\$159,200

Community Redevelopment Areas

Project #	Description	Year Beg	Year End
92	HOLLY HILL CRA	2001	9999

County Links

Property Tax Bill [CLICK HERE](#)
Link to Permits [CLICK HERE](#)

Other Links

Google Street Address [CLICK HERE](#)
Bing Maps [CLICK HERE](#)

08/18/2005 10:32 AM
 Doc stamps 6475.00
 (Transfer Amt \$ 925000)
 Instrument# 2005-225785 # 1
 Book : 5629
 Page : 2641

Prepared by and return to:
 Berrien Becks, Sr.

Berrien Becks, Sr. P. A.
 P. O. Drawer 2140
 Daytona Beach, FL 32115

File Number: 98-3342

Parcel Identification No. 4244-01-23-0150

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 9th day of August, 2005 between Gamble Antique Mall, Inc., a Florida corporation whose post office address is 327 Ridgewood Avenue, Holly Hill, of the County of Volusia, State of Florida, 32117, grantor*, and Blackriver, L.L.C., a Florida Limited Liability Company whose post office address is 2101 John Anderson Drive, Ormond Beach, of the County of Volusia, State of Florida, 32176, grantee*,

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Volusia County, Florida, to-wit:

(SEE ATTACHED LEGAL DESCRIPTION WHICH IS MARKED EXHIBIT "A" AND MADE A PART HEREOF.)

SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD, IF ANY,
 ANY MENTION OF WHICH HEREIN SHALL NOT SERVE TO REIMPOSE THE SAME.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Sylvia Van De Mark
 Witness Name: Sylvia Van De Mark
Peter Keating
 Witness Name: PETER KEATING

Gamble Antique Mall, Inc.

By: *Robert L. Dixon (Pres)*
 Robert L. Dixon, President



(Corporate Seal)

State of Florida
 County of Volusia

The foregoing instrument was acknowledged before me this 9th day of August, 2005 by Robert L. Dixon, President of Gamble Antique Mall, Inc., on behalf of the corporation. He/she ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]



Sylvia Van De Mark
 Notary Public

Printed Name: Sylvia Van De Mark

My Commission Expires: _____

Instrument# 2005-225785 # 2
Book: 5629
Page: 2642
Diane M. Matousek
Volusia County, Clerk of Court

EXHIBIT A

PARCEL 1: The Westerly 135 feet of Lot 17, Block 23, Mason and Carswell's Holly Hill, according to the map or plat thereof as recorded in Plat Book 2, Page 90, Public Records of Volusia County, Florida.

PARCEL 2: The Easterly 110 feet of the Westerly 245 feet of Lots 17 and 18, Block 23, Mason and Carswell's Holly Hill, according to the map or plat thereof as recorded in Plat Book 2, Page 90, Public Records of Volusia County, Florida.

PARCEL 3: The Westerly 135 feet of Lot 18, Block 23, Mason and Carswell's Holly Hill, according to the map or plat thereof as recorded in Plat Book 2, Page 90, Public Records of Volusia County, Florida.

PARCEL 4: The Westerly 153 feet of Lots 15 and 16, Block 23, Mason and Carswell's Holly Hill, according to the map or plat thereof as recorded in Plat Book 2, Page 90, Public Records of Volusia County, Florida.

EXCEPT those portions of the above-described parcels lying within the right of way of U.S. Highway No. 1.

7.1.i
BLACKRIVER LLC
Parcel

(Rezone) DUDM Jarvis Black B : 2206-O-6102) speed pue spard Jarvis Black Property Bay nosipd Madisid : Attachment

327 RIDGEWOOD AVE, HOLLY HILL

Short Parcel Id
Property Location
PC Code
Total Bldgs
Neighborhood
Business Name

424401230170
327 RIDGEWOOD AVE, HOLLY HILL, 32117
1000 - VACANT COMM
0
7254 - HOLLY HILL - RIDGEWOOD (HWY 1)

Primary Owner

Owner BLACKRIVER LLC

In Care Of
Mailing Address
2101 JOHN ANDERSON DR
ORMOND BEACH FL 32176

All Owners

#	Owner 1	Owner 2	Owner %	Owner Type(s)
0	BLACKRIVER LLC		100	FS - Fee Simple

Legal

Millage Group
Legal Description
203-HOLLY HILL
W 245 FT OF LOTS 17 & 18 EXC ST BLK 23 M & C HOLLY
HILL PER OR 4860 PG 0435 PER OR 5629 PG 2641-2642

Map TWP-RNG-SEC
Subdivision-Block-Lot
Date Created
Year Annexed
14 - 32 - 44
01 - 23 - 0170
27-DEC-81

Sales

Book/Page	Instr Type	Inst #	Sale Date	V/I	Sale Price
5629 / 2641	WD-WARRANTY DEED	2005225785	08/09/2005	V	\$925,000
4860 / 0435	WD-WARRANTY DEED	2002099139	04/15/2002	V	\$415,000
3310 / 1603	WD-WARRANTY DEED	1989070880	05/15/1989	V	\$395,000

Community Redevelopment Areas

Project #	Description	Year Beg	Year End
92	HOLLY HILL CRA	2001	9999

County Links

Property Tax Bill [CLICK HERE](#)
Link to Permits [CLICK HERE](#)

Other Links

Google Street Address [CLICK HERE](#)
Bing Maps [CLICK HERE](#)

08/18/2005 10:32 AM
 Doc stamps 6475.00
 (Transfer Amt \$ 925000)
 Instrument# 2005-225785 # 1
 Book : 5629
 Page : 2641

Prepared by and return to:
 Berrien Becks, Sr.

Berrien Becks, Sr. P. A.
 P. O. Drawer 2140
 Daytona Beach, FL 32115

File Number: 98-3342

Parcel Identification No. 4244-01-23-0150

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 9th day of August, 2005 between Gamble Antique Mall, Inc., a Florida corporation whose post office address is 327 Ridgewood Avenue, Holly Hill, of the County of Volusia, State of Florida, 32117, grantor*, and Blackriver, L.L.C., a Florida Limited Liability Company whose post office address is 2101 John Anderson Drive, Ormond Beach, of the County of Volusia, State of Florida, 32176, grantee*,

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Volusia County, Florida, to-wit:

(SEE ATTACHED LEGAL DESCRIPTION WHICH IS MARKED EXHIBIT "A" AND MADE A PART HEREOF.)

SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD, IF ANY,
 ANY MENTION OF WHICH HEREIN SHALL NOT SERVE TO REIMPOSE THE SAME.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

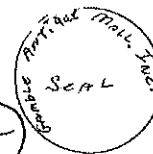
In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Sylvia Van De Mark
 Witness Name: Sylvia Van De Mark
Peter Keating
 Witness Name: PETER KEATING

Gamble Antique Mall, Inc.

By: Robert L. Dixon (Pres)
 Robert L. Dixon, President

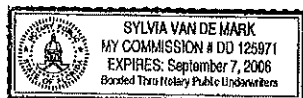


(Corporate Seal)

State of Florida
 County of Volusia

The foregoing instrument was acknowledged before me this 9th day of August, 2005 by Robert L. Dixon, President of Gamble Antique Mall, Inc., on behalf of the corporation. He/she ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]



Sylvia Van De Mark
 Notary Public

Printed Name: Sylvia Van De Mark

My Commission Expires: _____

Instrument# 2005-225785 # 2
Book: 5629
Page: 2642
Diane M. Matousek
Volusia County, Clerk of Court

EXHIBIT A

PARCEL 1: The Westerly 135 feet of Lot 17, Block 23, Mason and Carswell's Holly Hill, according to the map or plat thereof as recorded in Plat Book 2, Page 90, Public Records of Volusia County, Florida.

PARCEL 2: The Easterly 110 feet of the Westerly 245 feet of Lots 17 and 18, Block 23, Mason and Carswell's Holly Hill, according to the map or plat thereof as recorded in Plat Book 2, Page 90, Public Records of Volusia County, Florida.

PARCEL 3: The Westerly 135 feet of Lot 18, Block 23, Mason and Carswell's Holly Hill, according to the map or plat thereof as recorded in Plat Book 2, Page 90, Public Records of Volusia County, Florida.

PARCEL 4: The Westerly 153 feet of Lots 15 and 16, Block 23, Mason and Carswell's Holly Hill, according to the map or plat thereof as recorded in Plat Book 2, Page 90, Public Records of Volusia County, Florida.

EXCEPT those portions of the above-described parcels lying within the right of way of U.S. Highway No. 1.

7.1.i

Altus, Volusia
BLACKRIVER LLC

(Rezone) DUDM Jarvisburg : 2203-O-6102) speed due spard Jarvisburg Property By usisipad : Attachment

326 DAYTONA AVE, HOLLY HILL

Parcel

Short Parcel Id 424401230220
Property Location 326 DAYTONA AVE, HOLLY HILL, 32117
PC Code 0100 - SINGLE FAMILY
Total Bldgs 2
Neighborhood 2210 - SHORE ACRES 5337-34 WESTWARD
Business Name

Primary Owner

Owner BLACKRIVER LLC

In Care Of 2101 JOHN ANDERSON DR
Mailing Address

ORMOND BEACH FL 32176

All Owners

#	Owner 1	Owner 2	Owner %	Owner Type(s)
0	BLACKRIVER LLC		100	FS - Fee Simple

Legal

Millage Group 203-HOLLY HILL
Legal Description N 20 FT OF LOT 21 & LOT 22 BLK 23M & C HOLLY HILL
Map TWP-RNG-SEC PER MB 2 PG 90 PER OR 5601 PG 2923-2924
Subdivision-Block-Lot 14 - 32 - 44
Date Created 01 - 23 - 0220
Year Annexed 27-DEC-81

Special Assessment

Project #	Description	Units	Rate	Amount
0203	HOLLY HILL STORMWATER	2.00	\$96.00	\$192.00

Sales

Book/Page	Instr Type	Inst #	Sale Date	V/I	Sale Price
5601 / 2923	WD-WARRANTY DEED	2005190022	07/08/2005	1	\$250,000

County Links

Property Tax Bill [CLICK HERE](#)
Link to Permits [CLICK HERE](#)

Other Links

Google Street Address [CLICK HERE](#)
Bing Maps [CLICK HERE](#)

07/15/2005 12:00 PM
 Doc stamps 1750.00
 (Transfer Amt \$ 250000)
 Instrument# 2005-190022 # 1
 Book: 5601
 Page: 2923
 Diane M. Matousek
 Volusia County, Clerk of Court

Gary L. Ballard, Esquire
 Ossinsky & George, Attorneys at Law
 500 N. Oleander Avenue
 Daytona Beach, Florida 32118
 386-253-1697

Parcel ID Number: 4244-01-23-0220

Warranty Deed

This Indenture, Made this 8th day of July, 2005 A.D., Between
 SARA H. JOHNSON, the unremarried widow of WILLIAM A. JOHNSON

of the County of Volusia, State of Florida, grantor, and
 BLACKRIVER, L.L.C., a Florida limited liability company

whose address is: 2101 John Anderson Drive, Ormond Beach, FL 32176

of the County of Volusia, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of

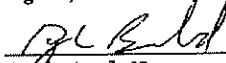
-----TEN DOLLARS (\$10)----- DOLLARS,
 and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has
 granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,
 lying and being in the County of Volusia, State of Florida to wit:
 The Northerly 20 feet of Lot 21, and all of Lot 22, Block 23, Mason &
 Carswell's Holly Hill, according to the map or plat thereof as
 recorded in Plat Book 2, Page 90, Public Records of Volusia County,
 Florida.

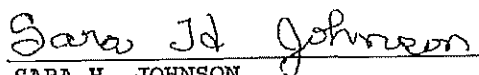
Subject to restrictions, reservations and easements of record, if
 any, and taxes subsequent to 2004.

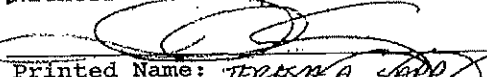
and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


 Printed Name: Gary L. Ballard
 Witness

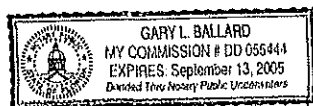

 SARA H. JOHNSON (Seal)
 P.O. Address: 326 Daytona Avenue, Holly Hill, FL 32117

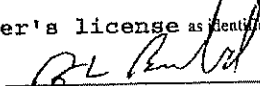

 Printed Name: Teresa A. Sapp
 Witness

STATE OF Florida
 COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 8th day of July, 2005 by
 SARA H. JOHNSON,

she is personally known to me or has produced her Florida driver's license as identification.




 Printed Name: Gary L. Ballard
 Notary Public
 My Commission Expires:

LEGAL DESCRIPTION TO ACCOMPANY SKETCH
 LYING IN BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, MAP
 BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID BLOCK 23, THENCE NORTH 64°35'12" EAST, ALONG THE SOUTH LINE OF SAID BLOCK 23, A DISTANCE OF 20.00 FEET TO THE SOUTHWEST CORNER OF PARCEL 3, AS RECORDED IN OFFICIAL RECORD BOOK 4860, PAGE 435 OF THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, TO THE **POINT OF BEGINNING**.

THENCE NORTH 25°28'08" WEST, ALONG THE EASTERLY RIGHT OF WAY OF RIDGEWOOD AVENUE, A DISTANCE OF 589.03 FEET TO A POINT ON THE NORTH LINE OF LOT 13, OF SAID BLOCK 23, SAID POINT MEASURING 20.00 FEET EASTERLY OF SAID RIGHT OF WAY;

THENCE NORTH 64°30'23" EAST, ALONG THE NORTH LINE OF SAID LOT 13, A DISTANCE OF 309.58 FEET TO A POINT ON SOUTHERLY RIGHT OF WAY OF MIRIAM AVENUE AS RECORDED IN MAP BOOK 7, PAGE 18 (NOW PLAT BOOK 22, PG 102) OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT LYING 25.00 FEET EASTERLY OF THE WEST RIGHT OF WAY, SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 13;

THENCE SOUTH 25°25'11" EAST, A DISTANCE OF 200.50 FEET, TO THE SOUTHEAST CORNER OF LOT 14 OF SAID BLOCK 23;

THENCE NORTH 64°32'01" EAST, ALONG THE NORTH LINE OF LOT 22 OF SAID BLOCK 23, A DISTANCE OF 170.00 FEET;

THENCE 25°25'11" EAST, A DISTANCE OF 120.57 FEET;

THENCE SOUTH 64°33'40" WEST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 25°25'11" EAST, A DISTANCE OF 180.29 FEET TO THE SOUTH LINE OF LOT 20 OF SAID BLOCK 23;

THENCE SOUTH 64°34'29" WEST, ALONG THE SOUTH LINE OF SAID LOT 20, A DISTANCE OF 180.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 20;

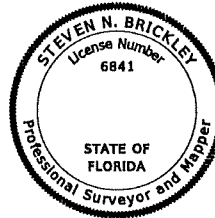
THENCE SOUTH 25°25'11" EAST, ALONG THE EAST LINE OF LOT 18 OF SAID BLOCK 23, A DISTANCE OF 88.22 FEET TO THE SOUTH LINE OF SAID BLOCK 23;

THENCE SOUTH 64°35'12" WEST, ALONG THE SOUTH LINE OF SAID BLOCK 23, A DISTANCE OF 309.07 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINING 5.40 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE SKETCH AND DESCRIPTION SHOWN HEREON WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



Digitally signed
 by Steven N.
 Brickley
 Date: 2019.07.16
 15:38:44 -04'00'

STEVEN N. BRICKLEY
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA LICENSE No. LS - 6841

DATE OF SIGNATURE

BOWMAN CONSULTING GROUP, LTD., INC.
 CORPORATION CERTIFICATE OF AUTHORIZATION No. LB 8030

NOT VALID WITHOUT THE ORIGINAL SIGNATURE SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S NOTES

1. THE BEARINGS SHOWN HEREON ARE ASSUMED, BASED UPON THE PLAT OF MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THE SOUTH LINE OF BLOCK 23 OF SAID PLAT BEING SOUTH 64°35'12" WEST.

2. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND/OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR EXCEPT AS SHOWN HEREON. NO OPINION OF TITLE IS EXPRESSED OR IMPLIED.

NOTE: SEE SHEETS 2 OF 2 FOR SKETCH OF DESCRIPTION.

DESCRIPTION NOT VALID UNLESS ACCOMPANIED WITH SKETCH OF DESCRIPTION AS SHOWN ON SHEET 2 OF 2 OF THIS DOCUMENT.

THIS IS NOT A SURVEY

Bowman
CONSULTING

Bowman Consulting Group, Ltd., Inc. Phone: (772) 283-1413
 301 SE Ocean Blvd. Fax: (772) 220-7881
 Suite 301, Stuart, Florida 34994 www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

Professional Surveyors and Mapper Business Certificate # LB 8030

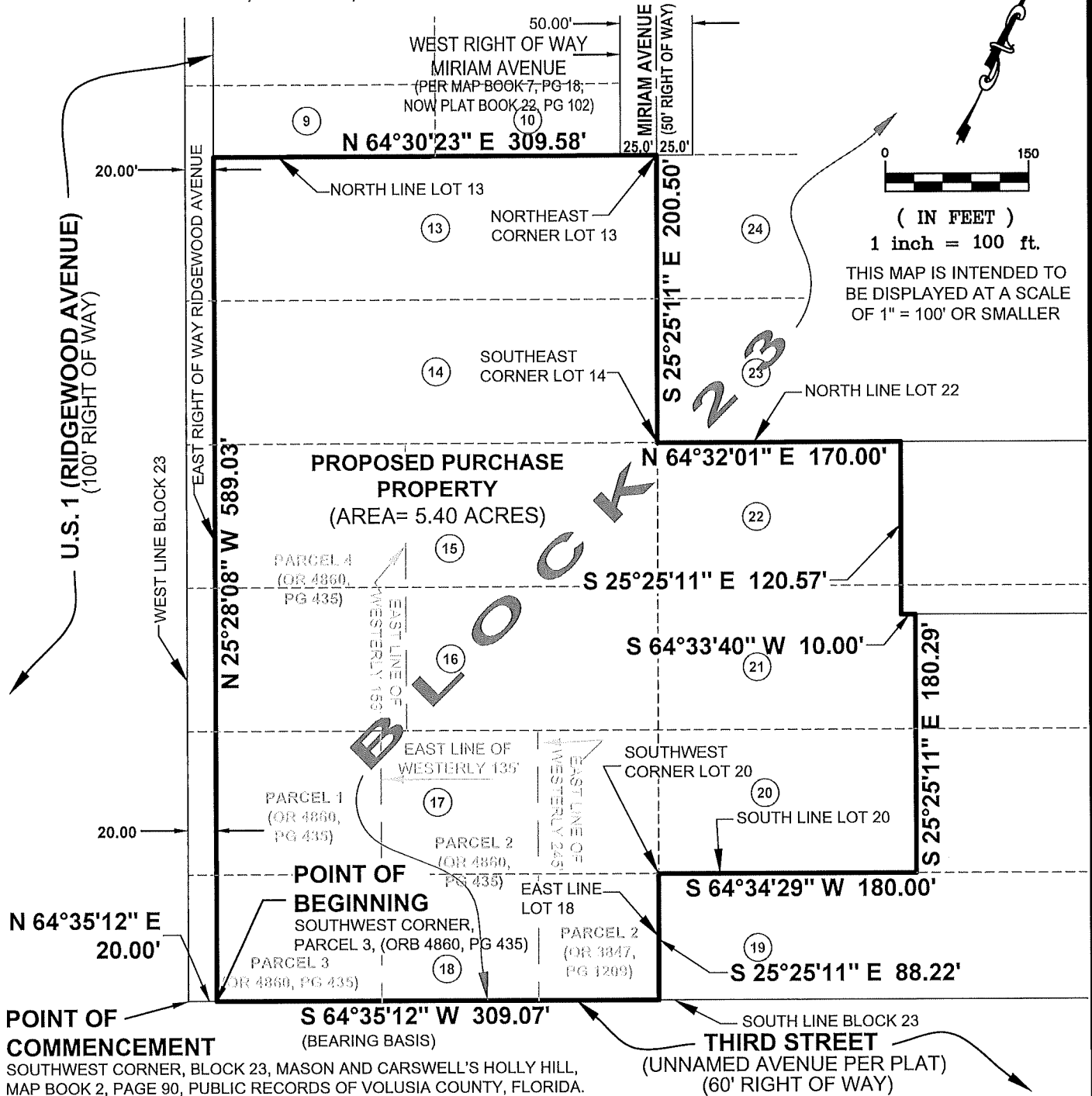
MADISON BAY - HOLLY HILL
PROPOSED PARCEL

VOLUSIA COUNTY

FLORIDA

PATH: \\FL-STUA-DC1-SRV\SHARED\MARKETING... \RTC - MADISON BAY - HOLLY HILL\HOLLY-HILL SKETCH.DWG		
PROJECT NO. MADISON BAY - HOLLY HILL	REVISED DATE:	DATE: JULY 15, 2019
CADD FILE: HOLLY-HILL SKETCH.DWG	SCALE: N/A	SHEET 1 OF 2

LYING IN BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, MAP
BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



THIS IS NOT A SURVEY

Packet Pg. 679

Attachment: Sketch of Description (2019-O-3022 : Blackriver MPUD Rezone)



REZONE/ FUTURE LAND USE AMENDMENT

1065 Ridgewood Avenue, Holly Hill, Florida 32117-2807

Phone: (386) 248-9424 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

Date Received: _____ Application ID: _____ Submitted By: _____

PROJECT INFORMATION:

PROJECT NAME: Madison Bay
 PARCEL ID #(S): 424401230130, 424401230150, 424401230170, and 424401230220
 LOCATION: Northeast of the Intersection of Ridgewood Avenue and 3rd Street
 EXISTING USE(S): None - Vacant
 PROPOSED USE(S): Multi-family
 TOTAL ACREAGE: 5.40 Acres
 WATER PROVIDER: Holly Hill SEWER PROVIDER: Holly Hill
 PRIVATE WELL _____ PRIVATE SEPTIC _____
 CURRENT ZONING: MPUD PROPOSED ZONING: MPUD
 CURRENT FUTURE LAND USE: Mixed Use II PROPOSED FUTURE LAND USE: Mixed Use II

APPLICANT INFORMATION:

Name: Michael O. Sznajstajler, Esquire E-Mail: Michael.Sznajstajler@cobbcole.com
 Address: 149 S. Ridgewood Avenue, Suite 700, Daytona Beach, FL 32114 Phone: 386-323-9222
 Company: Cobb Cole Fax: 386-944-7693
☐ Owner ☐ Agent for Owner ☒ Attorney for Owner

OWNER INFORMATION:

Name: Blackriver, LLC E-Mail: SBanach@pddmetric.com
 Address: 2101 John Anderson Drive, Ormond Beach, FL 32176 Phone: 407-758-4866
 Fax: _____

CONSULTANT INFORMATION:

Name: Stacy Banach E-Mail: SBanach@pddmetric.com
 Address: 558 W New England Ave., Suite 250, Winter Park, Florida 32789 Phone: 407-758-4866
 Company: Parametric Design & Development Fax: _____

WHO SHOULD ALL COMMUNICATION BE DIRECTED TO?

X APPLICANT _____ OWNER X CONSULTANT

Attachment: Madison Bay Holly Hill Rezoning Application (02390140-3) Signed (2019-O-3022 : Blackriver MPUD Rezone)

APPLICATION TYPE(S)/FEE(S)***LAND USE AMENDMENT**

- ☐ LARGE SCALE FUTURE LAND USE AMENDMENT (>10 ACRES) \$3,000.00
☐ SMALL SCALE FUTURE LAND USE AMENDMENT (≤10 ACRES) \$2,000.00

REZONE (NON-PD)

- ☐ STRAIGHT REZONE \$1,200

REZONE (PD)

- ☒ PD REZONE \$2,000
☐ PD AMENDMENT \$1,250

***THERE MAY BE ADDITIONAL PASS-THROUGH FEES FOR REVIEWS DONE BY REVIEWERS OUTSIDE OF THIS AGENCY. ALL FEES ARE DUE AT THE TIME OF APPLICATION SUBMITTAL.**

ATTACHMENT CHECKLIST**REQUIRED SUBMITTALS**

- ☒ COPY OF PRE-APPLICATION COMMENTS. IF YOU HAVE NOT HAD A PRE-APPLICATION MEETING TO DISCUSS THIS PROJECT PLEASE CONTACT THE CITY PLANNER TO ARRANGE AN APPOINTMENT AT 386-248-9492.
- ☒ A CD OF ALL ITEMS SUBMITTED
- ☒ APPLICATION
- ☒ APPLICATION FEE
- ☒ PROOF THAT TAXES ARE CURRENT
- ☒ PROPERTY APPRAISER'S PROPERTY INFORMATION PRINTOUT
- ☒ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION MAY REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☒ OWNER'S AUTHORIZATION FORM, IF APPLICABLE (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☒ 2 CURRENT SIGNED AND SEALED BOUNDARY SURVEYS
- ☒ LEGAL DESCRIPTION IN MS WORD FORMAT (EMAIL THIS TO THE CITY PLANNER)
- ☐ SCHOOL CAPACITY REVIEW – *IF PROPOSING OVER 10 RESIDENTIAL UNITS (CONTACT SCHOOL BOARD PLANNING & BUSINESS SERVICES AT 386-734-7190 FOR APPLICATION)* N/A
- ☐ TRAFFIC IMPACT ANALYSIS FOR PROJECTS GENERATING OVER 1000 TRIPS PER DAY ACCORDING TO RATES PUBLISHED BY THE INSTITUTE OF TRANSPORTATION ENGINEERS "TRIP GENERATION MANUAL" (LATEST EDITION) N/A
- ☒ DRAFT DEVELOPMENT ORDER IN MS WORD FORMAT (PD REZONE ONLY – CONTACT THE CITY PLANNER)

Applicant's Signature:

Michael O. Sznapstjler
 (Signature)

6-5-19

(Date)

Michael O. Sznapstjler
 (Print)

Applications must be complete to initiate the preview process. For questions please contact the City Planner at (386) 248-9424, fax (386) 248-9498 or email at bwalker@hollyhillfl.org

Attachment: Madison Bay Holly Hill Rezoning Application (02390140-3) Signed (2019-O-3022 : Blackriver MPUD Rezoning)

**CITY OF HOLLY HILL
APPLICATION & AFFIDAVIT**

Ownership Disclosure Form

The owner of the real property associated with this application is a (check one)

- ☐ Individual

 ☐ Corporation

 ☐ Land Trust
☒ Limited Liability Company

 ☐ Partnership
☐ Other(describe)

1. List all **natural persons** who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

NAME	ADDRESS	PHONE NUMBER

(Use additional sheets for more space.)

2. For each **corporation**, list the name, address, and title of each officer; the name and address of each director of the corporation; and the name and address of each shareholder who owns two percent (2%) or more of the stock of the corporation. Shareholders need not be disclosed if a corporation's stock are traded publicly on any national stock exchange.

NAME	TITLE OR OFFICE	ADDRESS	% OF INTEREST

(Use additional sheets for more space.)

3. In the case of a **trust**, list the name and address of each trustee and the name and address of the beneficiaries of the trust and the percentage of interest of each beneficiary. If any trustee or beneficiary of a trust is a corporation, please provide the information required in paragraph 2 above.

Trust Name:

NAME	TRUSTEE OR BENEFICIARY	ADDRESS	% OF INTEREST

(Use additional sheets for more space.)

4. For **partnerships**, including limited partnerships, list the name and address of each principal in the partnership, including general or limited partners. If any partner is a corporation, please provide the information required in paragraph 2 above.

NAME	ADDRESS	% OF INTEREST

(Use additional sheets for more space.)

Attachment: Madison Bay Holly Hill Rezoning Application (02390140-3) Signed (2019-O-3022 : Blackriver MPUD Rezoning)

- i. For each **limited liability company**, list the name, address, and title of each manager or managing member; and the name and address of each additional member with two percent (2%) or more membership interest. If any member with two percent (2%) or more membership interest, manager, or managing member is a corporation, trust or partnership, please provide the information required in paragraphs 2, 3 and/or 4 above.

Name of LLC: Blackriver, LLC

NAME	TITLE	ADDRESS	% OF INTEREST
John A. Rainey	Manager	2101 John Anderson Dr, Ormond Beach, FL 32176	

(Use additional sheets for more space.)

- ii. In the circumstances of a **contract for purchase**, list the name and address of each contract purchaser. If the purchaser is a corporation, trust, partnership, or LLC, provide the information required for those entities in paragraphs 2, 3, 4 and/or 5 above.

Name of Purchaser: Madison Bay, LLC

NAME	ADDRESS	% OF INTEREST
Patrick E. Law	558 W New England Ave., Suite 250, Winter Park, Florida 32789	

Date of Contract: April 24, 2019

Please specify any contingency clause related to the outcome of the consideration of the application.

6. As to any type of owner referred to above, a change of ownership occurring subsequent to this application, shall be disclosed in writing to the Planning and Development Director prior to the date of the public hearing on the application.
7. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject rezone, future land use amendment, special exception, or variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein.

6-5-19
Date

Michael O. Sznapstajler
Owner, Agent, Applicant Signature

STATE OF FLORIDA
COUNTY OF Volusia

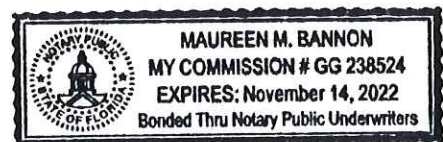
Sworn to (or affirmed) and subscribed before me by Michael O. Sznapstajler on this 5th day of June, 20 19.
Owner, Agent, Applicant Name

Maureen M. Bannon
Signature of Notary Public

MAUREEN M. BANNON
Print, Type or Stamp Name of Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____



Attachment: Madison Bay Holly Hill Rezoning Application (02390140-3) Signed (2019-O-3022 : Blackriver MPUD Rezone)