CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● NOVEMBER 22, 2022

City Commission Chamber	Regular City Commission Meeting	6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

HOLLY HILL
FLORIDA

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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 2 - Commissioner
Penny Currie

District 3 - Commissioner
John C. Danio

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

a. Roll Call
b. Invocation by City Commissioner Roy Johnson
c. Pledge of Allegiance

2. PUBLIC COMMENTS

3. APPROVAL OF MINUTES

1. Minutes - November 8, 2022 Regular City Commission Meeting, Installation/Swearing-In Ceremony of Unopposed Elected Officials

   (Requested by Valerie Manning, City Clerk)

4. CONSENT AGENDA - ITEMS (1 - 4)

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 –2022-R-90 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving a Cooperative Agreement with Tetra-Tech, Inc., to Provide Disaster Public Assistance Consulting Services for Hurricane Ian in an Amount Not to Exceed $160,000, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

2. Resolution –2022-R-91 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Hall & Ogle, Inc., to Provide Construction Plans and CEI Services for the New Fire Station Project in the Amount of $228,900; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

3. Resolution –2022-R-92 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Price Agreements for the Purchase of the Fiscal Year 2022-2023 Supply of Water and Wastewater Treatment Chemicals for the Public Works Department and Authorize the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

4. Resolution –2022-R-93 A Resolution of the City of Holly Hill, Florida, Waiving Formal Bidding for Retaining Entertainment, Goods and Services for Events at Pictona; Providing for Terms and Conditions of Retaining, Managing and Compensating Events; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.

   (Requested by Joseph Forte, City Manager)

5. REGULAR AGENDA - NONE

6. 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 –2022-O-3058 FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit "A" from B-4 (Highway Business District) to BPUD (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

   (Requested by Brian Walker, Board of Planning and Appeals)

7. COMMUNICATIONS

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

8. 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.

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: November 22, 2022
FROM: Valerie Manning
SUBJECT: Minutes - November 8, 2022 Regular City Commission Meeting, Installation/Swearing-In Ceremony of Unopposed Elected Officials
NUMBER: (ID # 3947)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the November 8, 2022 regular City Commission meeting, Installation/Swearing-In Ceremony for unopposed elected officials, City Commissioners Penny Currie and Roy Johnson.

MOTION:

Approve the minutes as submitted by staff.

- Minutes - November 8, 2022 Regular City Commission meeting (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● NOVEMBER 8, 2022

City Commission ChamberReg. CC Meeting/Installation of Elected Officials **6:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

Attendee Name	Title	Status	Arrived
Chris Via	Mayor	Present	
John Penny	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Roy Johnson	District 4 - Commissioner	Present	

b. Invocation by City Commissioner John Danio
Commissioner Danio led the invocation

c. Pledge of Allegiance
Mayor Via led the Pledge of Allegiance to the Flag

2. INSTALLATION & OATH OF OFFICE OF INCUMBENTS - PENNY CURRIE & ROY JOHNSON

3. REORGANIZATION OF CITY COMMISSION

A. Selection of Vice-Mayor
Commissioner Currie made a motion to ***RE-APPOINT COMMISSIONER PENNY AS VICE-MAYOR AND COMMISSIONER JOHNSON TO THE TRANSPORTATION PLANNING ORGANIZATION (TPO) BOARD,*** *seconded by Commissioner Danio.*

Mayor Via opened public participation. No one spoke.

PASSED, 5-0.

B. Appointment to Board - Transportation Planning Organization (TPO)

4. PUBLIC COMMENTS

No one spoke.

5. APPROVAL OF MINUTES

Mayor Via opened public participation. No one spoke.

Attachment: Minutes - November 8, 2022 Regular City Commission meeting (3947 : Minutes)

1.

Minutes - October 25, 2022, Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 8th day of November, 2022, in Holly Hill

6. CONSENT AGENDA - ITEMS (1 - 2)

Mayor Via asked if there was anyone from the audience that wished to speak on any item on the Consent Agenda or if any member of the Commission would like to further discuss an item. There was no one.

1. –2022-R-86 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Establishing a "Not to Exceed" Price of $1,400,000 with Phillips & Jordan, Inc., for the Provision of Debris Hauling Services Following Hurricane Ian, Establishing a "Not to Exceed" Price of $500,000 with Tetra-Tech, Inc., for the Provision of Debris Monitoring Services Following Hurricane Ian, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION
2022-R-86
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, ESTABLISHING A "NOT TO EXCEED" PRICE OF $1,400,000 WITH PHILLIPS & JORDAN, INC., FOR THE PROVISION OF DEBRIS HAULING SERVICES FOLLOWING HURRICANE IAN, ESTABLISHING A "NOT TO EXCEED" PRICE OF $500,000 WITH TETRA-TECH, INC., FOR THE PROVISION OF DEBRIS MONITORING SERVICES FOLLOWING HURRICANE IAN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, ESTABLISHING A

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"NOT TO EXCEED" PRICE OF $1,400,000 WITH PHILLIPS & JORDAN, INC., FOR THE PROVISION OF DEBRIS HAULING SERVICES FOLLOWING HURRICANE IAN, ESTABLISHING A "NOT TO EXCEED" PRICE OF $500,000 WITH TETRA-TECH, INC., FOR THE PROVISION OF DEBRIS MONITORING SERVICES FOLLOWING HURRICANE IAN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has an active agreement with Phillips & Jordan, Inc., for the provision of disaster debris hauling services; and

WHEREAS, the City has an active agreement with Tetra-Tech, Inc. for the provision of disaster debris monitoring services; and

WHEREAS, "Not to Exceed" prices need to be established for both Phillips & Jordan, Inc., and Tetra Tech, Inc., in order to provide a fiscal limit for time and materials contracts.

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 establish a not to exceed price of $1,400,000 with Phillips & Jordan for the provision of debris hauling services, and authorize the City Manager to execute the same.

SECTION 2. That the City Commission of the City of Holly Hill establish a not to exceed price of $500,000 with Tetra-Tech, Inc., for the provision of debris monitoring services, and authorize the City Manager to execute the same.

SECTION 3. 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 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of NOVEMBER, 2022.

Enacted and approved this 8th day of November, 2022, in Holly Hill

2. -2022-R-87 Resolution

A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Purchase of Three (3) Police Vehicles, Using Charlotte County Vehicle Purchasing Contract #2021000541; Providing for Severability; and Providing for an Effective Date.

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(Requested by Susan Lincoln, Finance)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION
2022-R-87
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF THREE (3) POLICE VEHICLES, USING CHARLOTTE COUNTY VEHICLE PURCHASING CONTRACT #2021000541; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF THREE (3) POLICE VEHICLES, USING CHARLOTTE COUNTY VEHICLE PURCHASING CONTRACT #2021000541; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City wishes to purchase three (3) police interceptor vehicles; and

WHEREAS, the City of Holly Hill desires to purchase the vehicles under Charlotte County Vehicle Purchase contract #2021000541, under the same terms and applicable conditions as that agreement; and

WHEREAS, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form inter-governmental 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.); and

WHEREAS, pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts; and

WHEREAS, the City Commission of the City of Holly Hill now desires to authorize and approve the form of the contract by Charlotte County and any other related documents; and

WHEREAS, the City has determined that in this circumstance, piggybacking onto an agreement entered into by the Charlotte County, is the most economically advantageous way to procure these goods and services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION

Attachment: Minutes - November 8, 2022 Regular City Commission meeting (3947 : Minutes)

OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. Pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts.

SECTION 2. It is hereby ascertained, determined and declared that it is in the best interest of the City to enter into a contract with Bartow Ford for the purchase of vehicles and equipment.

SECTION 3. 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 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of NOVEMBER, 2022.

Enacted and approved this 8th day of November, 2022, in Holly Hill

7. REGULAR AGENDA

1. –2022-R-88 Resolution

A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2022-2023 Annual Operating Budget, Appropriating Open Encumbrances and Project Carry Over Funds from the Fiscal Year 2021-2022 to the Fiscal Year 2022-2023 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.

(Requested by Susan Lincoln, Finance)
Mayor Via opened public participation. No one spoke.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION
2022-R-88
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2022-2023 ANNUAL OPERATING BUDGET, APPROPRIATING OPEN ENCUMBRANCES AND PROJECT CARRY OVER FUNDS FROM THE FISCAL YEAR 2021-2022 TO THE FISCAL YEAR 2022-2023 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Attachment: Minutes - November 8, 2022 Regular City Commission meeting (3947 : Minutes)

RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2022-2023 ANNUAL OPERATING BUDGET, APPROPRIATING OPEN ENCUMBRANCES AND PROJECT CARRY OVER FUNDS FROM THE FISCAL YEAR 2021-2022 TO THE FISCAL YEAR 2022-2023 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill has certain Purchase Orders issued encumbering funds and projects initiated prior to the fiscal year commencing October 1, 2022, which remain incomplete and will carryover from fiscal year 2021-2022 into the ensuing fiscal year; and

WHEREAS, the City of Holly Hill City Commission adopted Resolution 2022-R-75 approving the Annual Operating Budget for Fiscal Year 2022-2023; and

WHEREAS, the City of Holly Hill City Commission desires to appropriate the necessary carryover funds for continuation and completion of certain City operations and continuing projects and to set forth and appropriate certain revenues and expenses.

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

SECTION 1. BUDGET AMENDMENT. The project carryover funds and funds encumbered with open Purchase Orders are hereby appropriated as set forth in Composite Exhibit A. attached hereto, which reflects revenues and corresponding expenditures for the designated projects for fiscal year 2019-2020 budget.

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. The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2022 through September 30, 2023. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of NOVEMBER, 2022.

Enacted and approved this 8th day of November, 2022, in Holly Hill

8. PUBLIC HEARINGS - NONE

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9. COMMUNICATIONS

A. City Manager Comments

Mr. Forte mentioned that he had drawn up Resolution 2022-R-89 Declaring A Local State of Emergency for Hurricane Nicole for the Mayor and Commissioners to adopt. This is the same type of Resolution that they adopted for Hurricane Ian.

RESOLUTION 2022-R-89

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, DECLARING A LOCAL STATE OF EMERGENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Johnson made a motion to ***APPROVE RESOLUTION 2022-R-89****, seconded by Commissioner Currie.*

Mayor Via opened public participation. No one spoke.

PASSED, 5-0.

Mr. Forte mentioned that he just sent out a trash collection email to everyone, which will be posted to social media tomorrow; reminded the Mayor and Commissioners that they will need to make a motion to cancel the last meeting in December if they want to do that.

Commissioner Danio made a motion to ***CANCEL the DECEMBER 27, 2022 REGULAR CITY COMMISSION MEETING DUE TO THE CHRISTMAS HOLIDAY,*** *seconded by Commissioner Currie.*

Mayor Via opened public participation. No one spoke.

PASSED, 5-0.

Mr. Forte informed the Mayor and Commissioners that the Holly Hill Historic Preservation Society will be holding an event at the Museum and they are asking if they can serve beer and wine at their location.

Commissioner Currie made a motion to ***ALLOW THE HOLLY HILL HISTORIC PRESERVATION SOCIETY TO SERVE BEER AND WINE AT THEIR LOCATION****, seconded by Commissioner Johnson.*

Mayor Via opened public participation. No one spoke.

PASSED, 5-0.

Mr. Forte briefly went over the parade details with the Mayor and Commissioners as it pertains to their vehicles. Mr. Forte informed them that the ECHO sign has to be ordered for Pictona 2 and at one point the Commission talked about putting in a plaque on behalf of the Commission over at Pictona and that they would include the Martens or Martens Charities on that and he wanted to get their feedback as to whether or not that's the direction that they want to go in; do a plaque for all of Pictona or just for Pictona 2. He's

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thinking maybe they would put the sign in the front entrance way where the first ECHO plaque is, in the coquina rock that's over there, but it's an opportunity that the city can put a dedication plaque in over there.

There was consensus from the Mayor and Commissioners to move forward with that.

Mr. Forte stated that he has another question that he said he would bring up and that's how do we want to handle….if this Commission decided to do a major project and it took ten years to complete, whose name goes on the plaque? Does this Commission's names goes on the plaque because they initiated it or does the Commission sitting here ten years from now get their name on the plaque because they completed it? In some scenarios, he's seen where there are both; the time it started with one Commission and then when it finished with another Commission. It all goes on one plaque.

There was some discussion amongst the Mayor and Commissioners and there was consensus to add former City Commissioner Arthur Byrnes name to the plaque since he was the only former City Commissioner that voted on the initiation of Pictona.

Mr. Forte stated he will draft something up and send it to them in an email for them to look at it.

B. City Attorney Comments
None.

C. City Commission Comments
Commissioner Johnson spoke about the TPO and that he will continue to bring up the road issues for Holly Hill in trying to get some help to get them widened; appreciated and thanked everyone for their support for another term of office.

Commissioner Danio congratulated Commissioners Currie and Johnson; mentioned that National Night Out was great and reminded everyone about Joshua's Jamboree next Friday at UBIC.

Commissioner Currie thanked all the employees for their hard work during Hurricane Ian and for the next several days that they will be out cleaning up the city from Hurricane Nicole; National Night Out was an awesome event.

Commissioner Penny congratulated Currie and Johnson; asked for the Commission to consider Tom Gray, the VIP in the Police Department as the Citizen of the Year even though he is not a citizen, he has been a VIP for close to 20 years; briefly mentioned that perhaps they can discuss down the road how the Citizen of the Year is determined where you may want to pick someone that doesn't live in Holly Hill but comes to this community and helps all the time.

D. Mayor's Comments
Mayor Via congratulated Commissioners Currie and Johnson for winning another unopposed term for four years; he's looking forward to serving out the rest of his term with them. Mayor Via spoke briefly about some phone calls he was receiving about their utility bills and spoke with Mr. Forte and Susan and got some clarification; he mentioned that there was some negative comments on social media that he noticed where people

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were saying that Holly Hill doesn't care referring to when storms/hurricanes come and he sent out a post expressing his appreciation and thankfulness to all city employees and the hard work everyone put in during Hurricane Ian and will do the same during Hurricane Nicole.

10. ADJOURNMENT

The meeting adjourned at approximately 6:50 PM.

Attachment: Minutes - November 8, 2022 Regular City Commission meeting (3947 : Minutes)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: November 22, 2022
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Approving a Cooperative Agreement with Tetra-Tech, Inc., to Provide Disaster Public Assistance Consulting Services for Hurricane Ian in an Amount Not to Exceed $160,000, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2022-R-90
APPLICANT:
PLANNER:

DISCUSSION:

Hurricane Ian has had a significant impact in the City of Holly Hill, and current estimates forecast a financial impact of $2,900,000 for public property damages, debris hauling services and debris monitoring services. This includes repair and replacement of City assets of $1,000,000, debris hauling in an amount not to exceed $1,400,000 and debris monitoring in an amount not to exceed $500,000.

In an effort to recover expenditures in as expedited manner as possible, staff recommend that the City contract with a disaster public assistance consulting contractor with considerable experience working with FEMA and a proven history of receiving reimbursement on behalf of their clients.

The City of Holly Hill currently is contracted with Tetra-Tech, Inc., to provide debris monitoring for Hurricane Ian. Tetra-Tech also provides disaster public assistance consulting and did an admirable job in helping the City receive reimbursements from the damages of Hurricane Irma in 2017.

Tetra-Tech has a current contract with Volusia County to provide disaster public assistance consulting services through County contract RSQ 17-SQ-43BB. Section 3.9 of this County contract includes language that may, “upon mutual agreement, permit any municipality or other governmental agency to participate in the Contract under the same prices, terms and conditions.” A copy of Volusia County RSQ 17-SQ-43BB is included under ‘Exhibit A’ and the executed contract with Tetra-Tech included under ‘Exhibit B.’

A scope of work has been received from Tetra-Tech, which enumerates the tasks which will be done on behalf of the City to capture project costs, assist in getting City projects obligated in an expedited manner, submit reimbursement requests to FEMA and assist the City in being reimbursed in as expedited manner as possible. The cost of these services is $149,424. Tetra-Tech’s scope of services is included under ‘Exhibit C.’

Staff recommend that the City Commission approve a cooperative purchasing agreement with Tetra Tech in an amount not to exceed $160,000. The cooperative purchasing agreement is included under 'Exhibit D.'

FISCAL ANALYSIS:

There are currently adequate funds in the Solid Waste account 495-3040-535-3400 to cover the cost of Public Assistance Consulting.

STAFF RECOMMENDATION:

Approve a cooperative purchasing agreement with Tetra-Tech, Inc., to provide disaster public assistance consulting services for Hurricane Ian in an amount not to exceed $160,000 and authorize the City Manager to execute the same.

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.

RESOLUTION:

APPROVE A COOPERATIVE PURCHASING AGREEMENT WITH TETRA-TECH, INC., TO PROVIDE DISASTER PUBLIC ASSISTANCE CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED $160,000 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Volusia County RSQ 17-SQ-43BB (PDF)
- Exhibit B - Volusia County Tetra Tech Executed Contract (PDF)
- Exhibit C - Public Assistance Consulting Scope of Work (PDF)
- Exhibit D - Cooperative Purchasing Agreement (PDF)

Resolution No. 2022-90

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A COOPERATIVE AGREEMENT WITH TETRA-TECH, INC., TO PROVIDE DISASTER PUBLIC ASSISTANCE CONSULTING SERVICES FOR HURRICANE IAN IN AN AMOUNT NOT TO EXCEED $160,000, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A COOPERATIVE AGREEMENT WITH TETRA-TECH, INC., TO PROVIDE DISASTER PUBLIC ASSISTANCE CONSULTING SERVICES FOR HURRICANE IAN IN AN AMOUNT NOT TO EXCEED $160,000, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires a contractor to provide disaster public assistance consulting to assist in the recovery of expenditures from Hurricane Ian; and

WHEREAS, Tetra-Tech has an active agreement with Volusia County for disaster public assistance consulting services which allows for cooperative purchasing agreements; and

WHEREAS, the City is currently contracted with Tetra-Tech to provide debris monitoring services and has benefited from using Tetra-Tech for public assistance consulting services during Hurricane Irma.

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 approve a cooperative purchasing agreement with Tetra-Tech, Inc., to provide disaster public assistance consulting services for Hurricane Ian in an amount not to exceed $160,000, and authorize the City Manager to execute the same.

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 22nd day of NOVEMBER, 2022.

ATTACHMENT A

BUDGET AND ADMINISTRATIVE SERVICES
Purchasing and Contracts
123 West Indiana Avenue • Room 302• DeLand, FL 32720-4608
Phone: 386-736-5935 • Fax: 386-736-5972
E-mail: purchasing@volusia.org Web: www.volusia.org

Submittal Due Date	***Submittal Due Time***
Thursday, March 02, 2017	***3:00 p.m., EST***
Submit Responses To:	***Project Contact***
County of Volusia Purchasing and Contracts Division 123 West Indiana Avenue, Room 302 DeLand, FL 32720-4608	Rebecca Bishop, Sr. Procurement Analyst Phone: 386-822-5764 • Fax: 386-736-5972 *E-mail:* *rbishop@volusia.org* *www.volusia.org/bidlist*

17-SQ-43BB
Disaster Cost Recovery and Related Grant and Project Management Services

DO NOT RESPOND TO THIS SOLICITATION ON LINE

Expressions of interest and qualification data will be received at the Office of the Volusia County Director of Purchasing & Contracts, 123 W. Indiana Avenue, 3rd Floor, Room **302**, DeLand, FL 32720-4608, **until 3:00 p.m. on Thursday, March 02, 2017**. Submittals received after this deadline **will not** be considered for award. The purpose of the Request for Statement of Qualifications (RSQ) is to select the most highly qualified firm(s) to provide Disaster Cost Recovery and Related Grant and Project Management Services for the Finance Department, Accounting Division, of Volusia County, Florida.

1.0 PURPOSE & OVERVIEW

The purpose of the Request for Statement of Qualifications (RSQ) is to select the most highly qualified firm(s) to provide the requested services. Submittals will be reviewed and evaluated as to qualifications to perform the services required by an Evaluation Committee of County staff, who will make a recommendation for award by the County Council.

The County reserves the right to award to multiple firms. It is anticipated that selected firms will be awarded a Contract period of an initial five (5) year term with two (2) subsequent one (1) year renewals.

Attachment: Exhibit A - Volusia County RSQ 17-SQ-43BB (2022-R-90 : Public Assistance Consulting Services)

All renewals will be contingent upon mutual and written agreement and, when applicable, approval of County Council.

2.0 SCOPE OF SERVICE

A general description of the scope of professional services required is, but not limited to, the scope detailed on Exhibit A.

2.1 Background

Since 1998 the County has experienced eleven federally declared disaster events, including Hurricane Matthew. For these events, the County received federal aid to supplement its costs for response and recovery. The aid dollars were received from various federal programs, including the Federal Emergency Management (FEMA) Public Assistance and Fire Suppression Assistance programs and the Federal Highway Administration's Emergency Relief program. In 2004 the County experienced three hurricanes between August 13th and September 25th with costs totaling close to $40,000,000. Listed below is a breakdown of these and other disaster related costs:

Disaster	Category	Small Projects Cost	# Small PW's	Large Projects Cost	# Large PW's	Disaster Total
1998 Tornado	A	$0	0	$113,800	2	$113,800
	B	36,600	1	0	0	$36,600
	C	0	0	54,400	1	$54,400
	E	10,500	2	0	0	$10,500
***Total*: 1998 Tornado**		**$47,100**	**3**	**$168,200**	**3**	$215,300
1998 Wildfires	B	$0	0	$2,270,000	1	$2,270,000
	Fire Supp			1,172,000	1	$1,172,000
***Total*: 1998 Wildfires**		**$0**	**0**	**$3,442,000**	**2**	$3,442,000
Hurricane Floyd	A	$163,000	10	$529,000	1	$692,000
	B	171,000	10	527,000	6	$698,000
	C	38,100	2	301,300	1	$339,400
	E	$50,100	8	212,400	2	$262,500
	G	292,100	14	81,200	1	$373,300
***Total*: Hurricane Floyd**		**$714,300**	**44**	**$1,650,900**	**11**	$2,365,200
Hurricane Irene	A	$133,900	5	$750,800	1	$884,700
	B	45,900	4	0	0	$45,900
	C	21,800	1	0	0	$21,800
	E	55,400	5	0	0	$55,400
	G	17,500	2	0	0	$17,500
***Total*: Hurricane Irene**		**$274,500**	**17**	**$750,800**	**1**	$1,025,300

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Disaster	Category	Small Projects Cost	# Small PW's	Large Projects Cost	# Large PW's	Disaster Total
Hurricane Charley	A	$86,500	10	$3,127,000	10	$3,213,500
	B	327,000	24	280,000	4	$607,000
	C	29,000	2	209,000	1	$238,000
	E	160,800	17	0	0	$160,800
	F	20,600	4	0	0	$20,600
	G	30,000	2	351,000	1	$381,000
***Total*: Hurricane Charley**		**$653,900**	**59**	**$3,967,000**	**1**	$4,620,900
Hurricane Frances	A	$106,000	9	$8,559,000	11	$8,665,000
	B	243,000	22	1,411,000	10	$1,654,000
	C	38,000	2	0	0	$38,000
	E	205,000	31	0	0	$205,000
	G	1,300	1	0	0	$1,300
***Total*: Hurricane Frances**		**$593,300**	**65**	**$9,970,000**	**21**	$10,563,300
Hurricane Jeanne	A	$70,750	5	$12,000,000	14	$12,070,750
	B	225,000	11	1,091,000	4	$1,316,000
	C	41,000	1	1,047,000	4	$1,088,000
	E	60,000	9	0	0	$60,000
	F	58,000	8	0	0	$58,000
	G	107,000	10	1,273,000	6	$1,380,000
	FHWA	0	0	5,555,700	1	$5,555,700
***Total*: Hurricane Jeanne**		**$561,750**	**44**	**$20,966,700**	**29**	$21,528,450
Severe Storms and Tornadoes	A	$2,193	3	$1,467,950	2	$1,470,143
	B	4,272	9	368,055	4	372,327
	C	0	0	11,471	1	11,471
	E	78,368	8	74,404	2	152,772
***Total:* Severe Storms and Tornadoes**		**$84,833**	**20**	**$1,921,880**	**9**	**$2,006,713**
Tropical Storm Fay	A	$27,826	1	$94,250	1	$122,076
	B	91,111	7	1,419,306	6	1,510,418
	C	18,572	1	392,770	2	411,342
	E	2,100	1	0	0	2,100
	F	0	0	121,545	1	121,545
***Total:* Tropical Storm Fay**		**$139,609**	**10**	**2,027,871**	**10**	**$2,167,481**
Northeast Florida Flooding	A	$38,441	2	$0	0	$38,441
	B	158,974	13	389,127	1	548,101
	C	53,574	2	189,578	2	243,152
	E	109,589	4	98,862	1	208,451
	G	12,990	5	0	0	12,990
***Total:* Northeast Florida Flooding**		**$373,568**	**26**	**$677,567**	**4**	**$1,051,135**

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The County is currently working on the cost recovery for Hurricane Matthew. Hurricane Matthew impacted Volusia County October 7, 2016. So far, the estimated costs are approximately $30 million and FEMA Project Worksheets are in the process of being prepared.

For disaster-related events, the Accounting Division has acted as the County's lead agency in the cost recovery process. In addition, the division plays an active role in the preliminary damage assessment process that is executed shortly after a disaster occurs. The Accounting staff has been involved in coordinating and preparing FEMA Project Worksheets requiring a thorough knowledge of Federal eligibility rules and guidelines. In most cases, they act as a liaison between the Federal agency and the County department representatives to ensure all cost documentation requirements are met. Staff accounts for all disaster related costs in accordance with generally accepted accounting principles as they relate to governments. Also, staff prepares the necessary federally required schedules and reports and coordinates project and grant closure.

The County currently contracts with the following firms: O'Brien's Response Management, LLC, Tetra Tech, Inc., and Thompson Consulting Services – TCS, LLC.

3.0 GENERAL TERMS & CONDITIONS

3.1 Definitions

As used in this RSQ, the following terms shall have the meanings set forth below:

Contract: The document resulting from this solicitation between the County and the awarded Respondent, including this RSQ, and the awarded Respondent's response along with any written addenda and other written documents, which are expressly incorporated by reference.

Contractor: That person or entity duly authorized, upon award of a contract, to have a Contract with the County to provide the product and/or services set forth herein and incurring liability for the same.

Contractor's Services: Those services within the scope of work of this solicitation that are in an advisory nature to support policy development, decision-making, administration, or management of the government; normally provided by persons and/or organizations considered to have prerequisite knowledge or special abilities not generally available in the government.

Contract Administrator: The Director of Purchasing and Contracts or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the Contract. Any changes to the resulting Contract shall be done in writing and authorized by the Director of Purchasing and Contracts.

County: The word County refers to the County of Volusia, Florida.

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County's Project Manager(s): The Project Manager(s) have responsibility for the day to day administration of the resulting Contract for the County and will be designated prior to award of Contract.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Director is the Director of Purchasing and Contracts for the County of Volusia.

Federal Emergency Management Agency (FEMA): An agency of the United States Department of Homeland Security, initially created by Presidential Reorganization Plan No. 3 of 1978 and implemented by two Executive Orders on April 1, 1979.

FEMA Project Worksheet: A FEMA Project Worksheet is the form used to document the scope of work and cost estimate for a project. This form supplies FEMA with the information necessary to approve the scope of work and itemized cost estimate prior to funding. The approved FEMA Project Worksheet will then be the basis for funding under the Public Assistance Program.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Proposal: The document submitted by the Consultant in response to a formal solicitation used to determine if the Consultant is highly qualified.

Protest: See process at www.volusia.org/purchasing.

Respondent: One who submits a response to a request for statement of qualifications (RSQ).

Respondent's Project Manager: The Project Manager has responsibility for administering this Contract for the Respondent and will be designated prior to execution of the Contract.

3.2 Proposed Schedule

01/27/17.....Release date for Request for Statement of Qualifications (RSQ)
02/16/17.....Final date to receive written questions
02/23/17.....Release date for answers to written questions
03/02/17.....Closing Date

3.3 Delivery of Proposals:

DO NOT RESPOND TO THIS SOLICITATION ON LINE

All proposals shall be sealed and delivered or mailed to (faxes/e-mails will not be accepted):

Attachment: Exhibit A - Volusia County RSQ 17-SQ-43BB (2022-R-90 : Public Assistance Consulting Services)

County of Volusia, Florida
Purchasing and Contracts Office, Room **302**
123 West Indiana Avenue, 3rd floor
DeLand, Florida 32720-4608

Mark package(s) **"RSQ #17-SQ-43BB, Disaster Cost Recovery and Related Grant and Project Management Services"**

Note: Please ensure that if a third party carrier (Federal Express, UPS, etc.) is used, that the third party is properly instructed to deliver the RSQ Submittal **only** to Room 302, in the Purchasing and Contracts Office on the third (3rd) floor at the above address.

Proposals mailed to 123 West Indiana Avenue via the United States Postal Service (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Section 2.1. To be considered, a Bid must be received and accepted in the Purchasing and Contracts Office before the closing date and time.

3.4 Public Proposal Opening

A. Pursuant to Section 119.071, Florida Statutes, proposals ("responses") and the completed tabulation will be available for inspection within thirty (30) days of response opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or, for inspection of the completed tabulation, go to www.volusia.org/bidlist. The foregoing notwithstanding, if, prior to the County's making responses available for inspection, the County rejects all responses and concurrently provides notice of the County's intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.

B. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance, at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained by contacting the County's ADA Coordinator at 386-248-1760.

Read the full ADA Notice under The American with Disabilities Act (Title II), at www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf.

Read the County of Volusia Grievance Procedure under The Americans with Disabilities Act (Title II).

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3.5 **Public Records Law**. Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

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 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. RM 302 DeLand, FL 32720.

A. By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

1. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.

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 in Chapter 119, Florida Statutes, 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 County.

4. Upon completion of the Contract, transfer, at no cost, to the County all public records in the 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

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of public records, in a format that is compatible with the information technology systems of the County.

5. Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

6. Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

7. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County.

Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

3.6 Proposal Form

A. See **Submittal Requirements** for complete details

B. Firms interested in providing the required professional services shall submit **Seven (7)** complete sets of the proposals:

- **One (1)** hard copy marked "ORIGINAL"
- **Five (5)** hard copies marked "COPY"
  Note: It is not necessary to return every page of the original solicitation document with the hard copies of the RSQ Submittal ORIGINAL and COPY(ies); return only the pages that require signatures or information as detailed in Section 4.0.
- **One (1)** COMPLETE electronic copy on a CD or USB drive in PDF format (Excel spreadsheets shall not be recorded in PDF). The electronic copy of the RSQ Submittal shall include ALL submittal requirements, as detailed in Section 4.0.

Note the solicitation number and name of company on the CD or USB drive.

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Do not send confidential information, proprietary information, or trade secrets.

C. Terms and conditions differing from those in this RSQ may be cause for disqualification of the RSQ Proposal.

D. The Bid Submittal Form (Section 4.0) shall be signed by an authorized agent of the firm with documentation, such as a Memorandum of Authority, that the individual is authorized to commit the firm to a contract.

E. Failure to provide the required information may result in the proposal not being considered. Submittals shall be clear, concise, indexed by subject, typed on letter size paper, and individually bound. Submittals shall be mailed or delivered in a sealed package clearly marked on the outside with the project name, invitation number, and due date. Packages shall be received in the Volusia County Purchasing Office by the advertised deadline.

3.7 Questions, Exceptions and Addenda Concerning RSQ 17-SQ-43BB

A. It is incumbent upon each Respondent to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. Questions and exceptions concerning any Section of this RSQ shall be directed by letter, facsimile transmission, or e-mail to the Procurement Analyst named in this Section 3.7, item B (below), who shall be the official point of contact for this RSQ. Questions and exceptions shall be submitted no later than fourteen (14) days before the closing date. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Respondents' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given and oral representations will not be binding on the County.

B. Mark cover page or envelope(s) Questions, Exceptions and Addenda Concerning RSQ #17-SQ-43BB, "Disaster Cost Recovery and Related Grant and Project Management Services."

Submit questions to:

Rebecca Bishop, Sr. Procurement Analyst
Telephone: 386-822-5764
Fax: 386-736-5972
E-mail: ..... *rbishop@volusia.org*

C. If it becomes necessary for the County to revise any part of this RSQ, an addendum will be posted on the County's web site. It is each Respondent's responsibility to check the Volusia County web site for any addenda at www.volusia.org/bidlist. Each Respondent should ensure that they have received all addenda to this RSQ before submitting their proposal. In their proposals, Respondents must provide proof of receipt of each addendum by signing each addendum and returning each

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addendum to the County. Failure to provide this proof may cause Respondent's proposal to be rendered *non-responsive*.

D. Each addendum issued by the County shall become a material part of this solicitation and the resulting Contract.

3.8 Award

The County reserves the right to award the Contract to the Respondent(s) that the County deems to offer the best overall qualifications, as defined in Section 3.233, Evaluation Criteria in this solicitation. The County is therefore not bound to accept a proposal based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this RSQ, to reject any/all proposals, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejected/rebidding when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County's best interest.

3.9 Other Agencies

A. All Respondents awarded Contracts from this solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Contract under the same prices, terms, and conditions.

B. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality, or agency, nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further it is understood that each agency will issue its own purchase order to the awarded Respondent(s).

3.10 Use of County Logo

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this solicitation permits or shall be construed as authorizing Respondent to use or display County's Intellectual Property on Respondents submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Respondent in response to this solicitation. The County has the right to redact the County Logo displayed on any proposal submitted.

3.11 Assignment

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Contract without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but

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not limited to posting a performance bond. Any consent by the County under this Section 3.11 shall be by written amendment to the Contract in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Contract, Contractor no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US $500.00).

Failure by the Contractor to obtain the County's consent in accordance with this Section 3.11 prior to assignment or other conveyance shall: 1) constitute a material breach of the Contract; and 2) entitle the County to retain any and all legal rights, claims and defense to enforce this Section 3.11, including, but not limited to, injunctive, declaratory, damages and attorney's fees and costs. Payment of any sum by the County in accordance with the Contract to the Contractor or any person or entity prior to the Contractor obtaining the County's consent to the assignment shall not constitute a waiver of the rights of the County under this Section 3.11.

Nothing herein shall preclude the right of the County to waive its rights under this Section 3.11 but no waiver shall be granted by the County without amendment to the Contract.

3.12 Contract

A. The contents of this RSQ and all provisions of the successful proposal deemed pertinent by the County shall be, at the sole discretion of the County, incorporated into a separate Contract and become legally binding on the selected Respondent. Content of the Contract may contain changes as a result of the RSQ process and submittal received. The Contract shall include, at minimum, the terms and conditions as outlined in RSQ and subject to review by the County attorney or designee for determination of legal form and substantive sufficiency prior to approval and execution and contain additional terms and conditions that the County deems in its best interest.

B. The Director of Purchasing and Contracts, County Manager and County Chair are the sole contracting officers of Contract and only they or their designees are authorized to make Contract changes.

C. County of Volusia shall not be responsible for any order, change substitution or any other discrepancy from the Contract, without an amendment to the Contract.

3.13 Disclosure of Proposal Content

A. All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RSQ. Selection or rejection of any proposal submittal does not affect this right.

B. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

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3.14 Respondent's Responsibility

A Respondent, by submitting a proposal, represents that:

A. The Respondent has read and understands the RSQ in its entirety and that the proposal is made in accordance therewith;

B. The Respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;

C. Before submitting its proposal, the Respondent has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Contract and has verified any representations made by the County of Volusia, Florida, upon which the Respondent has relied;

D. The Respondent understands and agrees that if the Respondent receives an award, failure to have made such investigations pursuant to Respondent's proposal to the RSQ will in no way relieve the Respondent from its obligations to comply in every detail with all provisions and requirements of the Contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Respondent for additional compensation or relief; and

E. The Respondent understands and accepts that it will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Contract term or up to and including three (3) fiscal years following the County's annual audit.

3.15 Payment Terms

A. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Contract) of the invoice(s) or receipt of all products or services ordered.

B. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.

C. The County has the capabilities of Electronic Fund Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Vendors offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice.

D. By submitting a proposal to the County of Volusia, Florida, the Respondents expressly agree that, if awarded a Contract, the County may withhold from any payment monies owed by the Respondent to the County for any legal obligation

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between the Respondent and the County, including but not limited to real property taxes, personal property taxes, fees, and commissions.

3.16 Conflict of Interest Forms

All Respondents shall complete and have notarized the attached disclosure form of any potential conflict of interest that the Respondent may have due to ownership, other clients, contracts, or interest associated with this project.

3.17 Licenses and Certificates

A. The County reserves the right to require proof that each Respondent is an established business and is abiding by the ordinances, regulation, and laws of its community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number.

B. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Contract.

C. If a license is required, the Respondent shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Respondents shall also verify that their Subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances; and

D. Each Respondent shall submit with their proposal a copy of, and upon award of Contract, the Contractor shall maintain the appropriate licenses and certificates during the term of the Contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the Contract.

3.18 Minor Irregularities

The County reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving any Respondent an advantage or benefit not enjoyed by other Respondents.

3.19 Venue and Governing Law

All legal proceedings brought in connection with the Contract executed for the services provided as award under this RSQ Contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Volusia County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando division. Each Respondent agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against Respondent. In the event of a legal proceeding, the action shall be by non-jury trial for the adjudication of such suit.

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All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

3.20 Insurance Requirements

Contractor shall provide the required insurance detailed in Exhibit C for the entire Term of the Agreement. Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements of Exhibit C.

3.21 Unusual Costs

The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such in increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Contract termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor and the Contractor shall provide such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices decrease.

3.22 Waiver of Claims

Once the Contract expires, or final payment has been requested and made, the Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning the Contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning the Contract.

3.23 Evaluation Criteria: Each proposal shall be evaluated using the following criteria:

A. Proper submittal of **ALL** documentation as required by this proposal.

B. The greatest benefits to Volusia County as it pertains to:

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1. Qualifications of the firm and the employees to be assigned to the County;

2. Resources of the firm;

3. Experience in providing similar services, including references;

4. Cost;

5. Overall project methodology/approach to support the needs and objectives of the project; and

6. Financial stability: A Dun and Bradstreet report may be used by the County to evaluate Respondent's financial stability. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

3.24 Termination

A. The resulting Contract may be terminated by either party upon the material breach by the other party if such breach is not cured within thirty (30) days written notice from the non-breaching party.

B. County may terminate the resulting Contract for convenience or non-appropriation upon at least thirty (30) calendar days' prior written notice to Contractor.

C. The Contractor may cancel the resulting Contract with two hundred ten (210) days written notice to the Director of Purchasing and Contracts. Failure to provide proper notice to the County may result in the Contractor being barred from future business with the County.

D. After Contractor's receipt of a notice of termination pursuant to Paragraph A above (or to the extent Contractor has not cured a material breach within thirty (30) days notice from County), and except as otherwise directed by the County, the Contractor shall:

1. Stop work under the Contract or applicable statement of work on the date specified in the notice of termination;

2. Place no further orders or subcontracts for materials, services or facilities;

3. Terminate all orders and subcontracts to the extent that they relate to the performance of work or services terminated by the notice of termination; and

4. With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. County's approval of such settlements shall be final for all the purposes of Section 3.24, Termination.

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E. After receipt of a notice of termination, the Contractor shall submit to the County its termination claim for amounts owed by County (which shall include, without limitation, all amounts due for work or services performed through the date of termination), in the form and with a certification as prescribed by the County. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the County, upon request of the Contractor made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the County may determine on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined. In the event County terminates for convenience or non-appropriation, Contractor shall not be obligated to refund to County any prepaid fees.

F. **Non-Appropriation**. The resulting Contract may be terminated by the County or Contractor if the County does not appropriate the funding in any fiscal year necessary to pay the compensation set forth in the Article entitled Compensation in the resulting Contract.

G. In the event that the resulting Contract is terminated by the County or Contractor for non-appropriation, Contractor shall be paid in accordance with terms of the Article entitled Compensation in the resulting Contract. Contractor shall be paid to the date of termination on a prorated basis for any work or deliverable that has been completed but not yet been paid. County's obligation to pay Contractor under this Section 3.244, Termination, and the resulting Contract is limited to the budgeted amount for the fiscal year approved by the Volusia County Council for the then current fiscal year of the resulting Contract. Contractor shall have no right to compel the Volusia County Council to appropriate funds for any fiscal year to pay the compensation.

H. Upon being notified of County's election to terminate for default of Contractor, non-appropriation or convenience, Contractor and its Subcontractors shall refrain from performing further work or incurring additional expenses under the terms of the resulting Contract which is not specifically authorized in the notice of termination.

I. If termination of the resulting Contract occurs for any reason:

1. Except as otherwise provided in the resulting Contract, Contractor shall return to the County, or destroy, all County confidential information in Contractor's possession and shall certify the destruction or return of said information in a written document signed by the duly authorized representative of the Contractor that all such information has been destroyed or returned, provided that Contractor shall be permitted to retain an archival copy of any such confidential information (provided it

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continues to maintain the confidentiality of such as prescribed herein) to the extent necessary to have a record of the service performed hereunder.

2. For all undisputed outstanding invoices submitted to the County for work completed or deliverables delivered prior to the effective date of the termination, the County shall cause payments to be made to Contractor within forty-five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under the resulting Contract for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment within fifteen (15) days of receipt and County shall pay any undisputed amount within forty-five (45) days, subject to the Article entitled Compensation in the resulting Contract. Any disputed amounts on any invoices shall be subject to the dispute resolution process set forth in the Article entitled Dispute Resolution in the resulting Contract.

J. In the event of termination by the County for non-appropriation, for all items or products ordered by Contractor before receipt by Contractor of the notice of termination which Contractor could not cancel without imposition of a fee, the County shall cause payments to be made to Contractor within forty-five (45) days of receipt of an undisputed invoice for all cancellation, restocking or residual fees resulting from the cancellation or return of third party products ordered from or shipped by the Contractor thereof prior to the effective date of the termination.

3.25 Incurred Expenses

This RSQ does not commit the County of Volusia to award a Contract, nor shall the County of Volusia be responsible for any cost or expense which may be incurred by any Respondent in preparing and submitting a proposal in response to this RSQ, or any cost or expense incurred by any Respondent prior to the execution of a Contract.

3.26 Post-Proposal Discussions with Respondents

It is the County's intent to award a Contract(s) to the Respondent(s) deemed most qualified and advantageous to the County in accordance with the evaluation criteria specified in this RSQ. The County reserves the right, however, to conduct post-closing discussions with any Respondent who has a realistic possibility of Contract award including, but not limited to, requests for additional information and competitive negotiations.

3.27 Presentations by Respondents

A. The County of Volusia, at its sole discretion, may ask individual Respondents to make oral presentations and/or demonstrations without charge to the County.

B. The County reserves the right to require any Respondent to demonstrate to the satisfaction of the County that the Respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the

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requirements of the RSQ. The demonstration must satisfy the County and the County shall be the sole judge of compliance.

C. Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

3.28 Compliance with Laws and Regulations

Contractor shall be responsible to know and to apply all applicable federal, state, and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The awarded Contractor shall protect and indemnify the County and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

At time of submittal, Contractors must hold the required licensure to be the prime Contractor for all work to be performed under this RSQ. If any Contractor proposes to use a Subcontractor or sub-consultant to perform any work under this RSQ, such Subcontractor and/or sub-consultant shall, at the time of submittal, hold the required licensure for all work to be performed under this Contract as a Subcontractor and shall maintain such license(s) in full force and effect during the term of the awarded Contract. All licenses and permits required to perform Contractor's duties under this RSQ, whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at each Contractor's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the awarded Contract.

3.29 Compliance with Federal E-Verify Regulations

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Contract and thereafter during the remaining term of the Contract, including Subcontractor. Any subcontract entered into by Contractor with any Subcontractor performing work under this contract shall include the following language: "The Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Contract and thereafter during the remaining term of the Contract." The Contractor covenants and agrees that if it is found in violation of this Section 3.29 or the Executive Order, such violation shall be a material breach of this Contract and Contractor shall indemnify, defend and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County.

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3.30 Limitation of Liability and Indemnification of County

A. Contractor shall, at its own expense, indemnify and hold harmless the County and its public officials (elected and appointed), successors and successors in interest, officers, agents, attorneys, and employees from and against all claims of every kind and nature (including losses incurred or suffered in consequences either of bodily injury to any person or damage to property), damages, losses and expenses including reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and its subcontractors or sub-subcontractors or agents performing Services under this Contract, caused by any negligent act or omission of Contractor, any of Contractor's subcontractors or sub-subcontractors, anyone employed by any of them or anyone for whose acts any of them may be liable, except the Contractor will not be required to indemnify and hold the County harmless if such claim, damage, loss and expense is the result of the negligence, recklessness or intentionally wrongful conduct of the County, or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Contract.

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

3.31 Records & Right to Audit

County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting Contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of the Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the requirements and obligations of this Section

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3.311, Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.

3.32 Change in Scope of Services/Work

A. The County may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the awarded Contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment or change order to the Contract signed by the County Representative, County's Director of Purchasing and Contracts, and the Contractor.

B. If the Contractor believes that any particular work is not within the Statement of Work of the Contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's Representative in writing of this belief. If the County's Representative believes that the particular work is within the scope of the Contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the Statement of Work. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

C. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive RSQ process for materials, products, and/or services similar in nature to those specified within this RSQ for which requirements were not known when the RSQ was released.

3.33 Modifications Due to Public Welfare or Change in Law

The County shall have the power to make changes in the Contract as the result of changes in law and/or Ordinances of Volusia County to impose new rules and regulations on the Contractor under the Contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The Statement of Work and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in Federal, State, or County law or the Ordinances of Volusia County materially alters the obligations of the Contractor, or the benefits to the County, then the Contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the Contract. Nothing contained in this Contract shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When

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such modifications are made to the Contract, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Contract under this clause.

3.34 Safety

The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Contractor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the Contractor, Subcontractor, or supplier's failure to comply with the regulations.

3.35 Right to Require Performance

A. The failure of the County at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the County thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

B. In the event of failure of the Contractor to deliver services in accordance with the Contract terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

3.36 Force Majeure

Neither party shall be liable for any failure or delay in the performance of its obligations under the Contract to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Contract, acts of God, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a “Force Majeure Event”). Accordingly, the parties further agree that:

A. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Contract that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

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B. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Contract. Such notice shall be delivered or otherwise communicated to the other party within two (2) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.

C. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a change order pursuant to the terms of the Contract.

3.37 Contractor's Personnel

The Contractor shall be responsible for ensuring that its employees, agents, and Subcontractors comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position.

By submission of a proposal, each Contractor certifies that it does not and will not, during the performance of the awarded Contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

During the performance of the Contract, the Contractor shall agree to the following:

- The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 3.37.

The Contractor shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each Subcontractor.

The Contractor and any Subcontractor shall pay all employees working on the awarded

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Contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794), as amended.

Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the Contractor, shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County.

3.38 Disadvantaged Business Enterprise Program

The County Council has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged / minority / women-owned firms.

3.39 Claim Notice

The Contractor shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Contractor operations at the County project site. The designated representative for the County shall be:

Name:	County of Volusia, Florida Personnel/Risk Management Division
Address:	230 North Woodland Boulevard, Suite 250 DeLand, Florida 32720
Telephone:	386-736-5963
Fax:	386-822-5006

3.40 County/Contractor Relationship

The County of Volusia reserves the right to award one or more Contracts to provide the required services as deemed to be in the best interest of the County.

Any awarded Contractor shall provide the services required herein strictly under a Contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Contractor the awarded Contractor shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, the Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for all income tax, FICA, and any other withholdings from its employees or Subcontractor's wages or salaries. Benefits for same shall be the responsibility of the Contractor including, but not limited to, health and

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life insurance, mandatory social security, retirement, liability/risk coverage, and worker's and unemployment compensation.

The independent Contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

3.41 Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the Contractor cannot disclaim consequential or special damages related to the performance of this Contract. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

3.42 Proposal Acceptance/Rejection

The County reserves the right to accept or reject any or all proposals received as a result of this RSQ, or to negotiate separately with competing Respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the County.

3.43 Proposal Acceptance Period

Any Proposal in response to this RSQ shall be valid through **June 30, 2017**. At the end of this time the proposal may be withdrawn at the written request of the Respondent if no award has been made. If the Proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled regardless of the status of the proposal bond. The County reserves the right to request an extension of the proposals if a Contract has not been executed by June 30, 2017.

4.0 SUBMITTAL REQUIREMENTS

It is **not** necessary to return every page of this document with the Proposal; return *only* the pages that require signatures or information as listed below.

Proposals shall include all of the information solicited in this RSQ, and any additional data that the Respondent deems pertinent to the understanding and evaluating of the proposal. Proposals shall be organized in sections tabbed in the order described below. The Respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All proposals shall include at minimum:

Submittal Format – Material shall be submitted in a loose leaf binder format, not as bound documents or with coil spines (plastic or metal). Respondents shall not submit material

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in any binder that exceeds two inches (2"); provide proposal in multiple binders if required.

NOTE: Failure of the Respondent to clearly and specifically address each of the items listed below may result in the Proposal *not* being evaluated or considered for award.

All proposals shall include, at a minimum:

Tab 1. Qualification Data

A. A submittal letter signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org (Sunbiz), shall be required. If anyone other than the officers listed on the Sunbiz website will be signing this RSQ, a memorandum of authority signed by an officer of the firm allocating authorization shall be required. If firm is not currently registered as a Contractor in the State of Florida (Sunbiz), include documentation designation of contracting authority. The memorandum of authority shall be on the firm's letterhead and shall clearly state the name, title and contact information for the individual designated by the firm.

B. A brief profile of the firm, including:

1. A brief history of the business;

2. Organizational structure of business;

3. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.) including documentation from the appropriate state's agency confirming firm's legal entity type. For non-Florida businesses, submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida;

4. A Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org;

5. Ownership interests;

6. Active business venues (counties, states, etc.);

7. Present status and projected direction of business;

8. The overall qualifications of the business to provide the services requested;

9. The qualifications of the firm's employees who will be assigned to work on this Contract, including resumes demonstrating the experience of the personnel that will be directly involved with this project;

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Tab 2. Methodology / Project Plan

Present a summary of the methodology or Project Plan the firm proposes to use to accomplish the services described.

Tab 3. Cost Proposal

Tab 4. Each vendor shall provide an hourly cost schedule for personnel to be used to supply these services or describe the type of costing schedule normally used in these types of projects.

Tab 5. References

Provide three (3) references of the same or similar magnitude to this solicitation request, including company name, contract person, phone number and e-mail address. Provide a short description of each project, to include the name of the project, location, type and value. The County may not be utilized as a reference.

The firm shall provide examples of similar projects which best illustrates the proposed team's qualification for the scope of services. Firm shall state the title; location; owner name, address, telephone number and e-mail; years completed; project cost; brief description of project and relevance to this RSQ including the role of the proposed team. (See Section 6.0)

Tab 6. Financial Stability

A Dun and Bradstreet report may be used by the County to evaluate Respondent's financial stability. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

Tab 7. Other Information

Provide any information that will provide insight to the evaluation committee, fitness and attributes of the Respondent. This information should be succinct.

Tab 8. Forms

A. Business Tax Receipt (BTR)

To be responsive to this solicitation, each Respondent who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their **response** to this solicitation.

There are two exceptions to this submission requirement:

1. If Respondent's business does not have a physical location in Volusia County, no submission is required, ***or***

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2. If Respondent's business type is exempted, submit the attached Proof of Exemption form approved by the Volusia County Revenue Director (see Section 8.0).

See Volusia County Code of Ordinances, Part II, *Code of Ordinances*, Ch. 114, *Taxation*, Article I, at
www.volusia.org/revenue/local-business-tax/business-tax-frequently-asked-questions.stml

B. Insurance

Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. **Final forms must contain the correct solicitation and/or project number and name of Volusia County's contact person.**

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the proposal. Respondent shall certify number of employees if sole proprietor. (See Section 9.0)

Incorporated and unincorporated firms that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes shall submit an executed waiver relieving the County of liability in the event they are injured while providing goods and/or services to the County.

C. Conflict of Interest Disclosure Form

All Respondents shall properly complete, have notarized, and include with their proposal the attached statement disclosing any potential conflict of interest that the Respondent may have due to ownership, other clients, contracts, or interests associated with this project. (See Section 10.0)

D. Completed Taxpayer Identification Number (TIN) form.

Include a completed TIN form. If the firm is not registered with Volusia County, on-line registration is available at www.volusia.org/purchasing under *Vendor Self Service*, which links to the registration site. The TIN form can be accessed through this site as well.

E. Addenda

Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's proposal. **Failure to return signed addenda may be cause for the proposal to be considered non-responsive.**

F. Drug-Free Work Place Form (see Section 11.0)

G. Certification Regarding Debarment (Prime) Form (see Section 12.0)

H. Certification Regarding Debarment (Sub) Form (see Section 13.0)

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5.0 PROPOSAL FORM

_____, 2017

TO: County of Volusia, Florida
Office of Purchasing and Contracts Director
123 W. Indiana Avenue, Room 302
DeLand, FL 32720-4608

The undersigned hereby declares that [*firm name*] _____ has carefully examined the specifications to furnish **Disaster Cost Recovery and Related Grant and Project Management,** for which proposals were advertised to be received **no later than 3:00 p.m., EST, on Thursday, March 02, 2017,** and further declare that the firm will furnish the services according to specifications contained herein.

Please respond to the following pertaining to the cost of services:

Sole Proprietor ❑ YES ❑ NO Total number of employees _____

Each Contractor shall provide an hourly cost schedule for personnel to be utilized to supply the services detailed in Exhibit A or describe the type of costing schedule normally used in these types of projects. (Submit in Tab 4)

Prompt Payment Discount, if applicable: _____ % _____ Days; Net 45 Days

Do you accept electronic funds transfer (EFT)? ❑ YES ❑ NO

Do you offer a discount for electronic funds transfer (EFT)? ❑ YES ❑ NO

Have you supplied all the Submittal Requirements outlined below?

- ❑ Tab 1 - Qualification data, Submittal Letter and/or Memorandum of Authority
- ❑ Tab 2 – Methodology/Project Plan
- ❑ Tab 3 – Cost Proposal
- ❑ Tab 4 – References
- ❑ Tab 5 – Financial Stability
- ❑ Tab 6 – Other Information
- ❑ Tab 7 – Forms
  - ❑ If you have a physical location in Volusia County, submit one of these: Current **Business Tax Receipt** ***OR*** **Proof of Exemption** Form
  - ❑ Proof of Insurance
  - ❑ Hold Harmless Agreement and/or Notice of Election to be Exempt, if required
  - ❑ Conflict of Interest Form
  - ❑ Tax Identification Number Form
  - ❑ Any addenda pertaining to this RSQ
  - ❑ Drug Free Workplace Form
  - ❑ Certification Regarding Debarment (Prime) Form
  - ❑ Certification Regarding Debarment (Sub) Form
- ❑ Tab 8 – Additional Information
- ❑ Did you include a CD or USB drive, as required in the Section entitled Submittal Form?

Attachment: Exhibit A - Volusia County RSQ 17-SQ-43BB (2022-R-90 : Public Assistance Consulting Services)

The County of Volusia reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Request for Statements of Qualifications No. **17-SQ-43BB, Disaster Cost Recovery and Related Grant and Project Management,** and that I, as the Respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any Contract(s) and/or other transactions required by award of this RSQ.

Further, as attested to by below signature, I will provide the required insurance, per Section 3.203, Insurance Requirements above, upon notification of recommendation of award.

The Respondent acknowledges that information provided in this proposal is true and correct:

✘

Authorized Signature		
Printed Name		
Title		Date
Company Name		
Full Address		
Telephone	Fax	E-mail Address
Dunn & Bradstreet #		Federal I.D. #

Attachment: Exhibit A - Volusia County RSQ 17-SQ-43BB (2022-R-90 : Public Assistance Consulting Services)

6.0 REFERENCES

Agency **#1**	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	
Agency **#2**	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	
Agency **#3**	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	

Attachment: Exhibit A - Volusia County RSQ 17-SQ-43BB (2022-R-90 : Public Assistance Consulting Services)

7.0 NOTIFICATION REGARDING PUBLIC ENTITY CRIME AND DISCRIMINATORY VENDOR LIST REQUIREMENTS AND DISQUALIFICATION PROVISION

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

287.133(2)(a) 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, 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, proposals, 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 in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any Bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, 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, proposals, 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.

287.134(2)(b) A public entity may not accept any Bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent’s subcontractors and Respondent’s implementer, if any, is not under investigation for violation of such statutes.

D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

Attachment: Exhibit A - Volusia County RSQ 17-SQ-43BB (2022-R-90 : Public Assistance Consulting Services)

8.0 PROOF OF EXEMPTION

BUSINESS SERVICES
REVENUE DIVISION
123 W. INDIANA AVE. • ROOM 103 • DELAND, FL 32720-4602
PHONE: 386-736-5938 • FAX: 386-822-572
www.volusia.org/revenue

I certify that the business known as (*business name*) _____,
providing _____ services, which is located at (*street address*) _____
_____, (*city*) _____, falls under the business tax exemption described in:

- ☐ Florida Statute 205. 063
- ☐ Florida Statute 205. 064
- ☐ Florida Statute 205. 065
- ☐ Florida Statute 205. 162
- ☐ Florida Statute 205. 171
- ☐ Florida Statute 205. 191
- ☐ Florida Statute 205. 192

www.volusia.org/revenue/local-business-tax/business-tax-frequently-asked-questions.stml

OR is the type of business indicated below:

- ☐ Child Care – Residential
- ☐ Commercial Rentals
- ☐ Door to Door/Peddler Sales
- ☐ Insurance Adjuster, Agent, or Company
- ☐ Pharmacist/Pharmacy *(Prescription Drugs Only)*
- ☐ Radio/Television Station
- ☐ Religious Institution
- ☐ Residential Rentals over 6months
- ☐ Sale of Alcoholic Products only

_____ _____
(Authorized Signature) *(Printed Name)*

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____, by _____, who is/are personally known to me ***or*** *who has/have produced _____ as identification.*

_____
NOTARY PUBLIC – STATE OF _____
Type or print name:
_____
Commission No.: _____
(Seal) *Commission Expires:* _____

A business that falls under one of the exempt classifications listed above is not required to have a Volusia County Business Tax Receipt.

_____
Revenue Director/Designee

Attachment: Exhibit A - Volusia County RSQ 17-SQ-43BB (2022-R-90 : Public Assistance Consulting Services)

9.0 HOLD HARMLESS AGREEMENT

I, _____, (*print owner's name*), am the owner of _____ (*print company name*), an incorporated / unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On _____, 20___, the County of Volusia and I or [the above-named business] entered into a contract for _____ (please insert name of contract), (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Attachment: Exhibit A - Volusia County RSQ 17-SQ-43BB (2022-R-90 : Public Assistance Consulting Services)

Owner: _____ *(print name)* _____ *(signature)*

Employee 1: _____ *(print name)* _____ *(signature)*

Employee 2: _____ *(print name)* _____ *(signature)*

Employee 3: _____ *(print name)* _____ *(signature)*

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____, who is/are personally known to me ***or*** *who has/have produced _____ as identification.*

_____

NOTARY PUBLIC – STATE OF

Type or print name:

_____

Commission No.: _____

(Seal) *Commission Expires:* _____

Attachment: Exhibit A - Volusia County RSQ 17-SQ-43BB (2022-R-90 : Public Assistance Consulting Services)

10.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that

1. I, *(printed name)* _____, am the *(title)* _____ and the duly authorized representative of the firm of *(Firm Name)* _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): _____

_____

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____, who is/are personally known to me ***or*** *who has/have produced _____ as identification.*

_____

NOTARY PUBLIC – STATE OF _____

Type or print name:

_____

Commission No.: _____

(Seal) *Commission Expires:* _____

Attachment: Exhibit A - Volusia County RSQ 17-SQ-43BB (2022-R-90 : Public Assistance Consulting Services)

11.0 DRUG-FREE WORK PLACE

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

_____does:
(Name of Firm)

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 proposal, 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 contender 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.

_____ _____
Name and Title Date

_____
Signature

_____
Firm

_____
Street address City, State, Zip

Attachment: Exhibit A - Volusia County RSQ 17-SQ-43BB (2022-R-90 : Public Assistance Consulting Services)

12.0 CERTIFICATION REGARDING DEBARMENT (PRIME)

Certification Regarding
Debarment, Suspension,
And Other Responsibility Matters
Primary Covered Transactions

TO BE COMPLETED BY PRIME CONTRACTOR

1. The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

   d. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal

_____ _____
Name and Title Date

_____
Signature

_____
Firm

_____
Street address City, State, Zip

Attachment: Exhibit A - Volusia County RSQ 17-SQ-43BB (2022-R-90 : Public Assistance Consulting Services)

13.0 CERTIFICATION REGARDING DEBARMENT (SUB)

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

TO BE COMPLETED BY ALL SUB-CONTRACTORS

1. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

   d. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

_____ _____
Name and Title Date

_____
Signature

_____
Firm

_____
Street address City, State, Zip

Attachment: Exhibit A - Volusia County RSQ 17-SQ-43BB (2022-R-90 : Public Assistance Consulting Services)

EXHIBIT A

17-SQ-43BB
SCOPE OF SERVICES

DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES

SCOPE OF SERVICE: A general description of the scope of services required includes, but is not limited to, the following:

The Contractor shall provide all services described herein and other services required to coordinate and assist the County with completing emergency and permanent work projects for federally declared disasters. Activities include grant or FEMA Project Worksheet preparation, grants or project management, and accounting for costs in accordance Federal, State, and local regulations. The Contractor shall supply the necessary personnel with the appropriate qualifications and skill sets to provide the services as delineated below. Services shall be clearly delineated according to the damages caused by each disaster and funding shall be separated to ensure proper accounting for each storm is maintained and all appropriate deadlines and other requirements for grant closure are satisfied. Note, however, the County cannot contract away its duties and obligations as a recipient of Federal and State grant funds. The Contractor shall advise and assist the County with administering these grants as necessary, but the Contractor cannot assume the County's duties and responsibilities as a grant recipient.

A. Grant and FEMA Project Worksheet Preparation - The Contractor shall prepare grant applications and FEMA Project Worksheets, which include:

1. Accompanying County personnel on-site inspections, including preliminary damage assessment activities. Pursuant to 44 CFR §206.202, an authorized local representative is required to ensure that all eligible work has been identified, and that all costs for disaster-related damages have been submitted to FEMA for funding. The Contractor shall assist the County's representative to ensure all eligible work is identified and accurate estimates of damage are submitted to FEMA for funding. The Contractor shall prepare the necessary documents to identify and estimate the cost of the damaged areas in the format required by FEMA and the County.

2. Pursuant to 44 CFR §206.202, preparing Small FEMA Project Worksheets. The Contractor shall assist the County in preparing any small FEMA Project Worksheets for FEMA Categories A-G. The Contractor shall supply the necessary staff to ensure the FEMA Project Worksheets are completed in accordance with FEMA and County guidelines within the time constraints imposed by FEMA.

3. Preparing Large FEMA Project Worksheets. The Contractor shall assist the County to gather and prepare information required by FEMA to complete large FEMA

Attachment: Exhibit A - Volusia County RSQ 17-SQ-43BB (2022-R-90 : Public Assistance Consulting Services)

Project Worksheets and represent the County's interest in dealing with FEMA and the State of Florida. The Contractor shall supply the necessary staff to ensure the FEMA Project Worksheets are completed in accordance with FEMA and County guidelines within the time constraints imposed by FEMA.

4. Identifying Improved or Alternate Projects. Pursuant to 44 CFR §206.203, the County may use FEMA funding for alternate or improved projects. The Contractor shall advise the County on the appropriateness of requesting this type of funding from FEMA and shall assist the County in applying for this type of funding.

5. Identifying Cost-effective Mitigation Measures under Stafford Act Section 406. Pursuant to 44 CFR §206.226, cost-effective hazard mitigation measures may be incorporated in the restoration of damaged facilities. The Contractor shall assist the County in identifying hazard mitigation opportunities and shall assist the County with preparing benefit/cost analyses and hazard mitigation funding applications.

6. Identifying/Resolving Other Special Considerations. The Contractor shall assist the County with identifying and resolving special consideration issues such as insurance, floodplain management, environmental issues, and historic preservation issues. The Contractor shall review any insurance settlements for accuracy and shall ensure that the insurance settlement is properly incorporated into the FEMA Project Worksheet. The Contractor shall work with the County, FEMA, and the State of Florida to ensure compliance with the National Environmental Policy Act (NEPA), the Clean Water Act, the Clean Air Act, the Endangered Species Act, the National Historic Preservation Act and other federal statutes and executive orders.

B. Grants Management - The Contractor shall assist the County with managing grants, including, but not limited to:

1. Monitoring Contractor Performance. The Contractor shall monitor contractor performance to ensure that FEMA mandated work deadlines are completed timely. According to 44 CFR §206.204, emergency work projects shall be completed within eighteen (18) months of the disaster declaration. The Contractor shall assist the County with ensuring that the above deadlines are met, or shall assist the County with applying for time extensions.

2. Providing Clerical Support to Review and Approve Payment Documentation. The Contractor shall assist the County by supplying clerical support to review, prepare, and approve payment to contractors performing eligible disaster related work to ensure that the documentation meets all Federal, State, and the County's financial and accounting requirements.

3. Payment Requests/Cash Flow. The Contractor shall assist the County with maintenance of financial records, in accordance with County requirements for

Attachment: Exhibit A - Volusia County RSQ 17-SQ-43BB (2022-R-90 : Public Assistance Consulting Services)

financial reporting to ensure prompt reimbursement from FEMA and the State of Florida. The Contractor shall assist in preparing payment requests in acceptable formats to ensure reimbursements from FEMA and the State of Florida are obtained in a timely fashion.

4. Preparing Schedules and Performing Reconciliations. The Contractor shall assist the County and coordinate with its personnel in preparing the necessary schedules and performing any required reconciliations to ensure that the costs recorded in the County's financial records are correct and auditable by the County's external auditors. The Contractor shall supply the necessary qualified personnel to ensure this is completed in a timely fashion in accordance with the County's audit schedule. In addition, clerical support shall be provided to collect, gather, organize, and enter data into a database that support information presented on schedules and work papers. All schedules and work papers shall be prepared using the Microsoft Office suite products, such as Excel, Word, or Access.

5. Conducting Interim Inspections. The Contractor shall assist the County and coordinate with its personnel in performing interim grant inspections to ensure work is progressing timely and all documentation is being maintained in an orderly manner. The Contractor shall also assist the County with preparing progress reports for FEMA, the State of Florida, and County management.

6. Conducting Final Inspections. The Contractor shall assist the County and coordinate with its personnel in performing final grant inspections to ensure work completion and to document all eligible costs for FEMA reimbursement.

7. Assisting with Grant Closure. The Contractor shall assist the County with final reconciliation of grant funds and shall assist the County with completion of required FEMA and State of Florida documentation for grant closure.

8. Assisting with Audit Defense. The Contractor shall be available to assist the County with the defense of any audits conducted by the FEMA Office of the Inspector General or other auditors (additional fees may be required depending on the amount of time involved).

9. Assisting with Appeals. The Contractor shall be available to assist the County with submitting appeals to FEMA, if necessary (additional fees may be required depending on the amount of time involved).

Attachment: Exhibit A - Volusia County RSQ 17-SQ-43BB (2022-R-90 : Public Assistance Consulting Services)

Volusia County
FLORIDA

BUDGET AND ADMINISTRATIVE SERVICES
Purchasing and Contracts Division
123 West Indiana Avenue • Room 302• DeLand, FL 32720-4608
(386) 626-6623 • Fax (386) 736-5972
E-mail: purchasing@volusia.org ♦ *www.volusia.org*

February 3, 2017

Subject: **ADDENDUM NO. 1, to RFP No. 17-P-43BB, Disaster Cost Recovery and Related Grant and Project Management Services**

This Addendum is being issued to make clarifications and/or changes to the RSQ. This document and all changes, as listed below, shall become an integral part of the solicitation and shall take precedence over what was previously stated in the original RSQ.

Question: Tab 3 says "cost proposal" and tab 4 says "hourly rates." Aren't these the same thing? We typically give hourly rates for our cost proposal. Was this a mistake?
Answer: This is an error; Tab 3 should be disregarded. Cost information shall be submitted as requested in Tab 4.

Shaira Resto, MBA, CPPB, FCCM
Procurement-Contracts Manager

Please sign and return with proposal

Vendor: _____

Signed by (*Name/Position*): _____

Phone No.: _____ Date: _____

FAILURE TO RETURN THIS ENTIRE ADDENDUM WITH THE PROPOSAL SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE

Attachment: Exhibit A - Volusia County RSQ 17-SQ-43BB (2022-R-90 : Public Assistance Consulting Services)

Volusia County
FLORIDA

BUDGET AND ADMINISTRATIVE SERVICES
Purchasing and Contracts Division
123 West Indiana Avenue • Room 302• DeLand, FL 32720-4608
(386) 626-6623 • Fax (386) 736-5972
E-mail: purchasing@volusia.org ♦ *www.volusia.org*

February 23, 2017

Subject: **ADDENDUM NO. 2, to RFP No. 17-SQ-43BB, Disaster Cost Recovery and Related Grant and Project Management Services**

This Addendum is being issued to make clarifications and/or changes to the RSQ. This document and all changes, as listed below, shall become an integral part of the solicitation and shall take precedence over what was previously stated in the original RSQ.

Question: Has Volusia County determined who will be in the selection committee? If so, can that information be provided?
Answer: The selection committee has not yet been determined.

Question: Will this contract be administered through Public Works? If not, what County department or division will be in charge of the administration of this contract?
Answer: The resulting contract will be administered through the Accounting Division.

Question: On page 2, Section 2.1, Background; the background identifies 11 federally declared disaster affecting Volusia County represented by 379 Project Worksheets (PWs) – both large and small. How many of these PWs are still open and from which disaster for which the scope of this RSQ would involve? Is the Scope of Work focused only on assisting the County's recovery from Hurricane Matthew and any future federally declared disasters?
Answer: The awarded Contractor will not be responsible for any disasters prior to award of this Contract.

Question: On page 4, Section 2.1, Background; the County referenced existing contracts with O'Brien Response Management, Tetra Tech and Thompson Consulting Services. What is the scope of work for each of these contracts and do they overlap with the scope of this RSQ?
Answer: Contracts were awarded to multiple Contractors for the same scope of service.

Question: On page 26, Section 4.0, Tab 4, Hourly Rates; as clarified by Addendum #1 the County is requesting an Hourly Cost Schedule for the Personnel proposed on the engagement. Is there a standard format that the County would like, identifying the Labor Category and the Hourly Rate?
Is the Hourly Cost inclusive of Overhead, Profit and G&A? Will Travel Expenses and Other Direct Cost (ODC) be billed at cost, consistent with GSA Rates?
Answer: The proposed schedule should include the position title and hourly rate. The Hourly Cost shall be inclusive of overhead, profit, direct, and general and administrative expenses. If travel is required and approved by the County, travel will be reimbursed in accordance with the County's

Attachment: Exhibit A - Volusia County RSQ 17-SQ-43BB (2022-R-90 : Public Assistance Consulting Services)

Travel and Training Policy, which is available at http://www.volusia.org/services/financial-and-administrative-services /purchasing/ Click on Volusia County Travel and Training Policy.

Question: On page 1 of Exhibit A, Scope of Services, the specific Scope of Services envisions the consultant working directly with the County as necessary. Will space within the County's offices be available for the consultant staff when on-site/on-location within the County?
Answer: Yes, space will be provided.

Question: In Section 3.41; the RSQ states that due to the nature of the services the contractor cannot disclaim consequential or special damages. This has not been the case of other RSQ's from the County nor has it been included in prior contracts. Is this limitation required or can a contractor take exception?
Answer: The County will not change this clause.

Question: In Section 9.0; the hold harmless disclaimer page states it needs to be filled out by companies who employees 4 or fewer employees. For larger contractors is this required? If it is not required for larger contractors, do these firms still need to submit the form?
Answer: Contractors with more than four employees that carry Worker' Compensation insurance are not required to submit the form.

Question: In Exhibit C, the insurance endorsement expressly indicating the Contractor's agreement to indemnify is broad as the limitations of liability are not set. Will the liability be limited to the contractual amount and can this section be taken exception too?
Answer: No, it will not be limited to the contractual amount.

Question: In Exhibit C,1.A, regarding the purchased Supplemental Extended Reporting Period ("SERP") claims-made basis insurance policy, is a one (1) year term acceptable for the minimum reporting period?
Answer: No, a one (1) year term is not acceptable. This should not be a problem. If the Contractor changes insurance carriers, they have the option of purchasing a three (3) year reporting tail or having the new carrier issue a retroactive date to the date of the County's Contract. The latter is what the vast majority of companies do because it usually does not cost anything, or very little.

Question: In Section 4.0 of the RSQ on Page 26 of 38, Tab 3 is for the Cost Proposal. The Direction for the information to be included in the Cost Proposal appear to be listed as Tab 4. Can the County please clarify that Tab 4 should be for References, Tab 5 for Financial Stability, Tab 6 for Other Information, and Tab 7 for Forms?
Answer: Clarification, please submit the response as follows:

Tab 1 – Qualification Data
Tab 2 – Methodology/Project Plan
Tab 3 – Cost Proposal/Hourly Rates
Tab 4 should be for References
Tab 5 for Financial Stability
Tab 6 for Other Information
Tab 7 for Forms

Question: Is Section 5.0, Proposal Form located on pages 28-29 of the RSQ to be completed and inserted in the required forms sections of the proposal?
Answer: Return the Proposal form, Section 5.0, in Tab 3.

Attachment: Exhibit A - Volusia County RSQ 17-SQ-43BB (2022-R-90 : Public Assistance Consulting Services)

Question: On page 9, in Section 3.7, the County asks for Proposers to submit exceptions during Q&A, while we have attempted to note concerns that we have with some of the County's terms and conditions in the Q&A format, would the County accept exceptions noted as redlines with our proposal so that we may more clearly note to the County terms that we wish to negotiate?
Answer: In accordance with Section 3.7.A, "It is incumbent upon each Respondent to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. Questions and exceptions concerning any Section of this RSQ shall be directed by letter, facsimile transmission, or e-mail to the Procurement Analyst named in this Section 3.7, item B (below), who shall be the official point of contact for this RSQ. Questions and exceptions shall be submitted no later than fourteen (14) days before the closing date. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Respondents' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived."

Question: We would like to revise the language on page 19, in Section 3.30 to read as follows:

Contractor shall, at its own expense, indemnify and hold harmless the County and its public officials (elected and appointed), successors and successors in interest, officers, agents, attorneys, and employees from and against all third party claims of every kind and nature, damages, losses and expenses including reasonable attorney's fees, arising from bodily injury, damage to tangible property or infringement of third party intellectual property rights, to the extent caused by the Contractor and its subcontractors or sub-subcontractors or agents performing Services under this Contract, caused by any negligent act or omission of Contractor, any of Contractor's subcontractors or sub-subcontractors, anyone employed by any of them or anyone for whose acts any of them may be liable, except the Contractor will not be required to indemnify and hold the County harmless if such claim, damage, loss and expense is the result of the negligence, recklessness or intentionally wrongful conduct of the County, or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Contract.
Answer: The County does not agree to negotiate the language in Section 3.30.

Question: We would like to revise the language on page 24, in Section 3.41 to read as follows:

For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of $100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement. Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.
Answer: As stated above, The County does not agree to negotiate the language in Section 3.41.

Attachment: Exhibit A - Volusia County RSQ 17-SQ-43BB (2022-R-90 : Public Assistance Consulting Services)

Question: Referencing page C6 of Exhibit C, we consider our insurance policies to be proprietary and confidential. What are the circumstances that the county would need to request full policies rather than just certificates and/or endorsements? Would the County consider removing this language?
Answer: COI's are ok as evidence of insurance, but if the County requests a copy of the policy, the County needs it/them to be provided. Out of the thousands of contracts the County has, we only find a need to request an actual copy of a policy a couple times a year. The County will not consider removing this language.

Question: Is there an incumbent for this RSQ or with similar scope of work? If, yes, please list the current contractor and describe the task current contractor is assigned.
Answer: As stated in Section 2.1 Background, The County currently contracts with the following firms: O'Brien's Response Management, LLC, Tetra Tech, Inc., and Thompson Consulting Services – TCS, LLC. Tetra Tech, Inc. is currently working on the cost recovery for Hurricane Matthew.

Jeaniene Jennings, CPPB, CPPO
Director Purchasing & Contracts

Please sign and return with proposal

Vendor: _____

Signed by (*Name/Position*):

_____

Phone No.: _____ Date: _____

FAILURE TO RETURN THIS ENTIRE ADDENDUM WITH THE PROPOSAL SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE

Attachment: Exhibit A - Volusia County RSQ 17-SQ-43BB (2022-R-90 : Public Assistance Consulting Services)

ATTACHMENT B

Volusia County
FLORIDA

AGREEMENT
FOR
DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES

Between

THE COUNTY OF VOLUSIA

AND

TETRA-TECH, INC.

County of Volusia
Purchasing & Agreements Division
123 West Indiana Avenue, Suite 302
DeLand, Florida 32720-4608
386-736-5935

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

AGREEMENT FOR DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES

This Agreement For Professional Disaster Cost Recovery and Related Grant and Project Management Services (hereinafter "Agreement") made and entered into by and between Tetra-Tech, Inc., duly authorized to conduct business in the State of Florida, whose principal place of business is located at 2301 Lucien Way, Suite 120, Maitland, FL 32751 (hereinafter the "Contractor") and COUNTY OF VOLUSIA, a body corporate and politic and a subdivision of the State of Florida, whose address is County of Volusia, 123 West Indiana Avenue, DeLand, Florida 32720 (hereinafter the "County").

RECITALS:

Whereas, the County desires to retain the services of a competent and qualified Contractor to provide Disaster Cost Recovery and Related Grant and Project Management Services; and

Whereas, the County has published a Request for Statement of Qualifications 17-SQ-43BB (the "RSQ") seeking a qualified firm to perform Disaster Cost Recovery and Related Grant and Project Management Services, and has received responses from various potential vendors; and

Whereas, the County has determined that the Contractor is fully qualified to render the required service; and

Whereas, it has been determined that the execution of this Agreement is beneficial to the people of County of Volusia, Florida.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by the Contractor and County, the parties agree and stipulate as follows:

1 DEFINITIONS

For this Agreement and any incorporated exhibits, certain terms, phrases, words and their respective derivations shall have the meaning set forth and defined therein and shall be applicable in both. Definition of terms in the Agreement shall first be governed by this Agreement, second by the incorporated CFR 200 Contract Provisions (Exhibit B), third by the incorporated Scope of Services (Exhibit A), and fourth by the incorporated Fee Schedule (Exhibit D). In the event of any conflict among the foregoing, the conflict shall be resolved in the order of priority set forth in the preceding sentence. If there is no applicable definition as described above, the terms, phrases, and words, and their respective derivations when used in this Agreement and the Scope of Service, shall have the meanings ascribed to them in Webster's New Collegiate Dictionary (G & C Merriam Co., 11th ed., July 2003, or any subsequent edition).

1.1. **Agreement**: This Agreement or Contract, including its articles, exhibits, and

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

attachments.

1.2. **Amendment:** An amendment to this Agreement in writing by the County, approved by the Director of Purchasing and Contracts, and signed by the County authorizing an addition, deletion, or revision in the Scope of Services, or modifications of this Agreement.

1.3. **Change Order:** A written order signed by the County and Contractor authorizing an addition, deletion, or revision in the SOW, or an adjustment in the Agreement price or time, without change to any other substantive terms or conditions of the Agreement.

1.4. **Compensation**: The amount paid by the County to Contractor for Services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated including the total monies payable to the Contractor inclusive of all Services, labor, materials, supplies, training, profit, overhead, costs, expenses, and any other costs necessary to complete work under the Scope of Services.

1.5. **Contractor:** Tetra-Tech, Inc.

1.6. **Contractor's Services:** Those Services within the Scope of Services of this Agreement or any exhibit, attachment or addendum thereto which relates to the General Scope of Services in Section 4.1 to be performed by Contractor in connection with Contractor's employment or practice.

1.7. **Conventional Rounding:** Bill to the closest quarter hour (eg. if a meeting runs until 4:07, round to 4:00; if until 4:08, round to 4:15).

1.8. **County**: The County of Volusia, Florida, and shall be synonymous with the term "County."

1.9. **County Data:** Documentation, worksheets, reports or correspondence, whether electronically or in paper format.

1.10. **County Project Manager:** Also known as the person designated by the County to review, approve and make decisions regarding the Scope of Services in this Agreement.

1.11. **Contract Administrator**: The Director of Purchasing and Contracts or his/her designee responsible for addressing any concerns within this Agreement.

1.12. **Deliverable**: The result(s) or end products or services of that meet the requirements and functional parameters articulated in the Scope of Services for this Agreement including but not limited to: services, reports, written documentation, or forms.

1.13. **Documentation:** All paperwork necessary to fulfill Florida Emergency Management Agency ("FEMA"), Florida Division of Emergency Management ("FDEM"), and County requirements.

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

1.14. **Effective Date**: The date that this Agreement is fully executed by Contractor and the County.

1.15. **Fees:** The applicable consulting, support and services fees payable pursuant to this Agreement, including as set forth in any attachment or compensation summary and the billing schedule in Exhibit D.

1.16. **Key Personnel:** Contractor's personnel, designated by Contractor, who are responsible for Contractor's day-to-day Project operations as described in the Contractor's Proposal.

1.17. **Project:** The project that is described in Exhibits A of this Agreement.

1.18. **Proposal:** The document submitted by the Contractor in response to a formal solicitation (RSQ No. 17-SQ-43BB) used to determine if the Contractor is highly qualified.

1.19. **Run-out Period:** Upon expiration of the Agreement, the Run-out Period shall begin upon the expiration date and expire upon completion of Services for the declared disaster event/project.

1.20. **Scope of Services:** The Services, herein defined in this Agreement under the Scope of Services (e.g., Exhibit A) that is agreed to by the parties in writing, which includes responsibility for performing and complying with all incidental matters pertaining thereto.

1.21. **Services:** Those services defined in the Scope of Services to be performed by the Contractor pursuant to this Agreement and its attached exhibits, including: the work, duties and obligations to be carried out and performed by Contractor under the Agreement and pursuant to Exhibits A – D, attached hereto and made a part of this Agreement.

1.22. **State:** State of Florida.

1.23. **Subcontractor:** A third party performing services covered under the Scope of Services through a contract with the Contractor.

1.24. **Warranty:** The warranty's as set forth in this Agreement including any warranties required by State Law or regulation.

2 EXHIBITS

2.1 The exhibits listed below are incorporated into and made a part of this Agreement.

2.1.1 Exhibit A – Scope of Services,

2.1.2 Exhibit B – CFR 200 Contract Provisions

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

2.1.3 Exhibit C – Insurance Requirements

2.1.4 Exhibit D – Fee Schedule

3 ORDER OF PRECEDENCE

3.1 If Contractor finds a conflict, error or discrepancy in the Agreement, it shall call it to the County Project Manager's attention, in writing and request the County Project Manager's interpretation and direction before proceeding with the work affected thereby. Such notice shall be provided by the Contractor to the County's Project Manager in a timely fashion so as not to cause additional costs due to delay. In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order:

3.1.1 In the event of any conflicts or inconsistencies between provisions of the exhibits or attachments to this Agreement, the following order of precedence shall govern.

3.1.1.1 In the event of any conflict or inconsistencies between this Agreement and any attached exhibit or addendum regarding general terms and conditions in the main body of this Agreement shall control. Exhibit C and the other exhibits hereto shall be considered as part of the Agreement.

3.1.1.2 In the event of any conflicts or inconsistencies between Exhibit B and any other exhibit or addendum attached to this Agreement regarding the CFR 200 Contract provisions, Exhibit B shall be controlling.

3.1.1.3 In the event of any conflicts or inconsistencies between Exhibit A and any other exhibit or addendum attached to this Agreement regarding the Scope of Services, Exhibit A shall be controlling.

3.1.1.4 In the event of any conflicts or inconsistencies between Exhibits D and any other exhibit or addendum attached to this Agreement regarding the rates for compensation, Exhibit D shall be controlling.

4 **SCOPE OF SERVICES.** The Contractor shall provide Disaster Cost Recovery and Related Grant and Project Management Services under this Agreement and act as Contractor to the County in accordance to the Scope of Services as specifically set forth in this Agreement and its exhibits.

4.1 Contractor shall provide Disaster Cost Recovery and Related Grant and Project Management in accordance with the Scope of Services attached as Exhibit A.

4.2 **Performance Criteria:**

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

4.2.1 All Services shall be performed in accordance with the Agreement and carried out under the direction of the County's Project Manager.

4.2.2 All labor necessary to complete the Scope of Services shall be performed in a professional manner pursuant to Section 5.13.

4.2.3 **Changes to Scope of Services.** The County may at any time, by written Change Order, make changes within the general Scope of Services to be performed under this Agreement. Except as provided in this Agreement otherwise, if any such change causes an increase or decrease in the Contractor's cost of, or the time required for performance of the Project Services, an equitable adjustment shall be made and this Agreement shall be amended in writing, signed by authorized representatives of the parties, stating the equitable adjustment. Unless the County grants, in writing, an additional period of time before the completion of the Agreement, any claim by the Contractor for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change; otherwise, the claim shall be deemed waived. The Contractor shall then proceed with the prosecution of the Service as changed. Except as otherwise provided in this Agreement, no charge for any extra Services or materials shall be allowed or approved by the County. No additional Services shall be performed or extra materials purchased until a written Change Order has been approved by Contractor and County.

4.2.4 **Time is of the Essence**. Time is of the essence for all Services performed under this Agreement and all Projects performed in accordance herewith.

4.2.5 **Authority to Act on Behalf of County.** County's Purchasing and Contracts Director or such other proper authority pursuant to County policies and procedures shall have the authority to approve, award, and execute all documents or other instruments required to effectuate changes, modifications, or additional service, so long as the then cumulative financial obligation of County for such additional items does not exceed the Director of Purchasing and Contracts' authority under the County Code of Ordinances or policies and procedures. Any change, modification or additional service that causes the cumulative financial obligation of County for such additional items to exceed the Purchasing Director's or County Manager's authority under the Procurement Code shall be presented to the Volusia County Council for approval.

5 RESPONSIBILITY OF CONTRACTOR

5.1 Where questions exist as to the Scope of Services to be provided, Contractor shall confer with the Project Manager to ascertain the functional criteria of the Scope of Services. The Services of the Contractor shall also include of the following:

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

5.1.1 There are no obligations, commitments, or impediments of any kind that shall limit or prevent Contractor's performance of the Services.

5.1.2 Contractor shall keep the County informed of any changes or advancements in technology occurring any time prior to or during actual performance of the Services to the extent that such changes and advancements may increase efficiency or otherwise allow for better Services or reductions in costs to the County.

5.1.3 Contractor covenants and agrees as follows:

5.1.3.1 That Contractor recognizes that its special talent, training, and experience caused the County to select Contractor;

5.1.3.2 That Contractor comprehends the specifications and requirements of the Scope of Services and the use of the same in their entirety to provide Deliverables;

5.1.3.3 That Contractor possesses the special skills to recognize material errors or omissions that would result in failures to appropriately perform in accordance with the Scope of Services; and

5.1.3.4 That Contractor shall adhere to the standard of care applicable to a contractor with the degree of skills and diligence normally employed by a licensed professional in his field or practice performing the same or similar Services in compliance with all applicable federal, state, and municipal laws, regulations, codes, and ordinances.

5.1.4 **Accuracy of Documentation.** Contractor covenants and agrees that any Project data, summaries, or reports submitted by the Contractor to the County shall be competently drafted and accurate with regard to the information contained therein. County's acceptance, approval, or reliance on any such documentation shall not release Contractor from any liability if such information is incorrect or inaccurate, it being understood that the County is relying on the Contractor's status as an industry professional in accepting such documentation.

5.1.5 **Notification of Errors or Defects.** Contractor covenants and agrees to call or notify the County if it discovers or has knowledge of anything of any nature in any reports, bulletins, schedules, documentation, requirements or instructions prepared by Contractor or data or instructions supplied to Contractor by the County or any other party, Contractor regards in Contractor's professional opinion as unsuitable, improper, or inaccurate.

5.1.6 **Administration.** Contractor covenants and agrees to efficiently administer and perform all Services economically and expeditiously in a competent and professional manner.

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

5.2 **Supervision.** The Contractor shall direct and supervise competent and qualified personnel and shall devote time and attention to the direction of the operation to ensure performance of obligations and duties as set forth herein. The Contractor shall hire, compensate, supervise, and terminate members of its work force, and the Contractor shall direct and control the manner in which work is performed including conditions under which individuals shall be assigned duties, how individuals shall report, and the hours individuals shall perform. The Contractor shall be responsible for all income tax, social security and Medicare taxes, federal unemployment taxes, and any other withholdings from the company's employees' and/or subcontractors' wages or salaries. Benefits, if any, for the Contractor's employees and/or subcontractors shall be the responsibility of the Contractor including, but not limited to, health and life insurance, retirement, liability/risk coverage, and worker's and unemployment compensation. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures in delivering services pursuant to this Agreement. Further, Contractor shall be responsible for assuring the County that finished or completed Deliverables accurately comply with the requirements of this Agreement and the Scope of Services contained therein.

5.3 **Assurance.** Contractor gives County its assurance that all Services performed under this Agreement shall be timely performed in a competent and professional manner and in accordance with the specifications and requirements of the Agreement and any approvals required under the Agreement. All Services not conforming to the specifications and requirements of the Scope of Services shall be considered materially defective and constitute a breach of this Agreement.

5.4 **Accuracy of Reports / Summaries.** The Contractor shall be responsible for the professional and technical accuracy and the coordination of all data, reports, summaries, and any other Services furnished by the Contractor under this Agreement. The Contractor shall, without additional cost to the County, correct or revise any errors or deficiencies in its Services for which it is responsible.

5.5 **Services to Comply with Specifications and Law.** All Services performed by Contractor including all general provisions, special provisions, job specifications, drawings, addendum, amendments to the basic Agreement, written interpretations, and written orders for minor changes in Services, shall comply with the Scope of Services and all applicable local laws, codes, ordinances and statutes.

5.6 **Subcontractors.**

5.6.1 **Employment or Substitution of Subcontractors.** Contractor shall not employ any Subcontractor, other person, or organization against whom the County may have reasonable objection, nor shall Contractor be required to employ any Subcontractor against whom it has reasonable objection. Contractor shall not make any substitution for any Subcontractor who has been accepted by the County without the County's prior written approval.

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

5.6.2 **Disapproval of Subcontractors.** County's disapproval or requirement of removal or replacement of Contractor's employee or Subcontractor shall be deemed for lawful reasons if in County's reasonable judgment, such Contractor's employee or Subcontractor poses a threat or causes harm to the health, welfare, or safety, or morale of the County or its agencies, personnel or property or who fails any drug test administered in connection with this Agreement, or who has been convicted of a felony or a misdemeanor involving "moral turpitude" or has been released or dishonorably discharged or separated under conditions other than honorable under other than honorable conditions from any of the Armed Forces of the United States.

5.6.3 **Contractor Responsible for Subcontractors.** Contractor shall be fully responsible for all negligent acts and omissions of its Subcontractor and of persons directly or indirectly employed by them and of persons for whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Agreement shall create any contractual relationship between any Subcontractor and the County or any obligation on the part of the County to pay or to see to the payment of any moneys due any Subcontractor, except as may otherwise be required by law. County may furnish to any Subcontractor to the extent practicable, evidence of amounts paid to Contractor on account of specific Services done in accordance with the schedule of values.

5.6.4 **Subcontractors to Act Pursuant to this Agreement.** Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Agreement for the benefit of the County, and shall require all Subcontractors or other outside associates employed in connection with this Agreement to comply fully with the terms and conditions of this Agreement as such may apply to the Services being performed for the Contractor.

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6 TERM OF AGREEMENT

The Term of this Agreement shall commence on the Effective Date of this Agreement or when it is fully executed by all parties and shall terminate five (5) years from the Effective Date. The parties may renew for two (2) subsequent one (1) year renewals, subject to the mutual written agreement between the parties and County Council approval.

6.1 The Services to be rendered by the Contractor shall be commenced, as specified in this Agreement or as may be requested by the County, and shall be completed within the time specified therein.

6.2 **Effect of Expiration of Agreement.** Upon expiration of the Agreement (1) no new Services shall begin; (2) Services started prior to the expiration of the Agreement that cannot be completed until after the expiration of the Agreement shall expire on the completion date of said Services, and after all work or Services associated with said event/project have been approved and accepted by the County's Project Manager. As

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

such the obligations entered therein by both parties under this Agreement and said Services shall remain in full force and effect until completion of all work or Services performed under this Agreement during the Run-out period; and (3) County shall have the ability to access and download its records and reports until expiration of the Run-out period.

7 AGREEMENT PRICE AND COMPENSATION

7.1 **Payment Pursuant to Fee Schedule.** The Contractor shall be paid Compensation for all Services. Total Compensation for this Agreement shall be comprised of the total cost of all materials, equipment, labor, expenses (including reimbursable expenses), all mark-ups for overhead and profit more particularly described in Exhibit "D" – Fee Schedule attached hereto and incorporated herein. The County agrees to pay the Contractor in current funds, as compensation for its Services.

7.2 **Errors and Omissions in Pricing.** Compensation shall not be adjusted because of errors or omissions that are not the fault of the County in computing the Services costs, which result in an increase in the cost of this Agreement or because the time for completion varies from the original estimate, including completion or substantial completion of this Agreement prior to the scheduled or Agreement completion date or on account of County's election to furnish any of the Services. In addition, Contractor shall certify that the original Agreement price or Compensation for the Scope of Services and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the price or Compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

7.3 **Reimbursable Expenses**. County's payment to the Contractor pursuant to the Fee Schedule, attached hereto and incorporated herein as Exhibit D, shall be full compensation for Services rendered and any expenses incurred in connection therewith, and Contractor shall not be eligible for reimbursement for any expenses incurred in connection with the performance of this Agreement other than those specifically detailed herein. If travel is required and approved in writing in advance by the County, travel will be reimbursed in accordance with the County's Travel and Training Policy, which is available at http://www.volusia.org/services/financial-and-administrative-services /purchasing/ Click on Volusia County Travel and Training Policy.

7.4 **Retainage.** The County shall have the right to withhold retainage from Compensation paid to a Contractor. Should the County decide that retainage shall be withheld from Compensation, the amount to be retained from each payment to the Contractor shall be {***check the appropriate box***}:

7.4.1 **Retainage.** The County shall have the right to withhold retainage from Compensation paid to a Contractor. Should the County decide that retainage shall be withheld from Compensation, the amount to be retained from each payment to the Contractor shall be:

A. ☐ 10% of the total contract price.

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

B. ☒ 10% of each payment of a milestone payment based on a Project milestone schedule.

C. ☐ No retainage will be taken.

The retainage shall be included with the final payment after all Services have been approved and accepted by the County and all disputed invoices have been resolved by the parties. The County shall never be required to pay an amount that would leave unpaid from the contract price or Compensation an amount less than the amount County would need to have in order to pay another contractor to complete the Services should the Contractor fail to complete the Services as of that date. The County shall not be obligated to pay retainage or make a final payment in connection with a project sign-off milestone or documentation to the Contractor until all work to be performed as set forth in the Scope of Services is completed and all outstanding issues arising and relating to the Scope of Services in this Agreement are resolved. In addition, payment by County of this retainage amount to the Contractor shall be contingent upon final acceptance of all the work in the Scope of Services.

7.5 **Payments**. Any payments shall be made in accordance with Exhibit D – Fee Schedule. The hourly rates expressed in Exhibit D shall be govern Compensation and provide for payments against specified Deliverables and performance.

7.5.1 **Approval of Payment**. If, on the basis of the County Project Manager's observation and review of Contractor's Services, the County Project Manager has confirmed that the work has been completed and the Contractor has fulfilled all of its obligations under the Agreement, the County Project Manager, after receipt of a proper invoice, shall indicate in writing his or her approval of payment and present the invoice to Accounts Payable for payment. Otherwise, the County Project Manager shall return the invoice to the Contractor, within ten (10) business days of receipt of the invoice, indicating in writing the reasons for refusing to approve final payment in which case the Contractor will make the necessary corrections and resubmit the invoice. Regardless of the foregoing, approval of payment pursuant to this section shall not prevent the County from recovering amounts paid when the County subsequently discovers material defects or deficiencies in the Services provided by the Contractor, which defects or deficiencies would have otherwise caused the County to withhold payment. This right to recover extends five (5) years after the final expiration or termination date hereof, or as long as FEMA or FDEM take to determine if any clawback of reimbursements paid is necessary or appropriate, which is later.

7.5.2 **Invoice Detail.** The Contractor shall submit an invoice for which professional Services were rendered to the County upon the completion and acceptance of the Services. Each invoice shall show detailed explanations of the Services accomplished in accordance with the Agreement prices set forth by labor hours by classification, associated rates, any material or subcontracted

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

costs and any indirect rates or costs in accordance with the Agreement prices set forth hereto. All of the above shall sum to the total amount requested.

7.6 **Invoices.** Invoices or payment requests shall be addressed from the Contractor and submitted to the County's Project Manager. All invoicing and payments, including the practices and procedures pertaining thereto, shall be governed by the applicable provisions of Part VII of Chapter 218, Florida Statutes.

7.6.1 **Documentation.** The Contractor's Invoice(s) shall be accompanied by supporting data as may be required by the County Project Manager. County Project Manager shall review the Contractor's Invoice and supporting data and notify the Contractor in writing within twenty (20) days from receipt of the statement if any amounts requested are disputed or lack adequate support or documentation.

7.6.2 **Invoicing Pursuant to Agreement.** Pursuant to Exhibit D, the Contractor shall invoice County for all payments due Contractor under this Agreement. The County shall pay invoices in accordance with this Agreement. Invoices shall be sent to the address specified by the County.

7.6.3 **Withholding.** The County may withhold payment of any specific invoiced charges that it disputes in good faith and pay all undisputed charges on the invoice.

7.6.4 **Payment Due.** Within forty-five (45) days of acceptance by the County Project Manager of all the Services for which Contractor has submitted an invoice of professional Services, the Contractor shall be paid the unpaid balance of any money due for any undisputed Services covered by said statement.

7.6.5 **Taxes.** County is a tax exempt entity and shall not be charged or invoiced for the payment of taxes for Services performed under this Agreement.

7.7 **Contractor's Continuing Obligations**. Contractor's obligation to perform Services in accordance with the Agreement shall be absolute. Neither approval of any progress nor final payment to Contractor nor documentation confirming acceptance of the Services by the County, nor any payment by County to Contractor under the Agreement nor any act of acceptance by the County nor any failure to do so, nor any correction of defective work by County shall constitute an acceptance of Services not in accordance with the Agreement

8 PAYMENT OF SUBCONTRACTORS

8.1 **Payment.** Contractor shall pay its Subcontractors and suppliers, within thirty (30) days following receipt of payment from the County for such subcontracted Services or supplies. Contractor agrees that if it withholds an amount as retainage from such Subcontractors or suppliers, that it shall release such retainage and pay same within thirty (30) days following receipt of payment of retained amounts from County.

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8.2 **Indemnification as to Payment of Subcontractors.** Contractor shall save, defend, and hold the County, its employees and officials, divisions, districts and authorities harmless from any and all claims and actions from Contractor's Subcontractors for payment for Services and Deliverables provided by Subcontractors for Contractor under this Agreement.

9 LIMITATION OF LIABILITY AND INDEMNIFICATION OF COUNTY

9.1 **General Indemnification** The Contractor shall indemnify, defend, and hold harmless the County and its officials, agents, employees, districts, and authorities from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of this Agreement, to the extent that any such claim, damage, loss, or expense is caused by any acts or omissions of the Contractor or anyone directly or indirectly employed by Contractor.

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

10 INSURANCE

Contractor shall provide the required insurance detailed in Exhibit C for the entire Term of the Agreement. Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements of **Exhibit C**.

11 TERMINATION

11.1 County may terminate this Agreement upon at least thirty (30) days prior written notice to Contractor.

11.2 Contractor may terminate this Agreement upon at least two hundred ten (210) days prior written notice to County.

11.3 After Contractor's receipt of a notice of termination pursuant to this Section 11 - Termination, and except as otherwise directed in writing by the County, the Contractor shall:

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11.3.1 Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination.

11.3.2 Inform County of the extent to which performance is completed.

11.3.3 Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the work under the Agreement as is not terminated.

11.3.4 Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated.

11.4 For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Article 6- Term of Agreement, Article 7 – Agreement Price and Compensation, and this Article 6 - Termination, the County shall cause payments to be made to Contractor within forty five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.

11.5 With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Article 11 - Termination. In addition, Contractor shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County of Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Services terminated.

11.6 If Contractor fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Services and complete the Services and Contractor shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete the Contractor's unfinished Services. As such, County may apply unpaid Compensation due and owing to the Contractor prior to the default as a set off against the costs incurred by the County for taking over such Services.

11.7 The right of termination provided to the County and the Contractor herein shall be cumulative of all other remedies available at law.

11.8 All provisions of this Agreement which impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

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12 DISPUTE RESOLUTION

12.1 **Good Faith Efforts to Resolve**. The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 12, Dispute Resolution. The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable Scope of Services. Issues shall be escalated to successive management levels as needed.

12.2 **Informal Dispute Resolution**. If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under these agreements, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.

12.3 **Discovery and Negotiation / Recommended Procedures.** Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within five (5) County work Days of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Project Managers as being necessary given the scope and complexity of the dispute, the Project Managers may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated below:

12.3.1

County Work Days	Contractor's Representative	County Representative
10	Contractor's Project Manager	County's Project Manager
10	Contractor's Director of Post Disaster Programs	Director of Purchasing and Contracts
20	Vice President / Operations Manager	Deputy County Manager

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12.4 **Formal Dispute Resolution**. At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Agreement.

12.5 **Right to Terminate Reserved**. Regardless of the dispute resolution procedures provided for in this Section 12, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of Section 11, Termination, it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

13 COUNTY DATA

13.1 Contractor agrees and understands that all files and other information and data created in connection with the administration of this Contract constitute a public record, except to the extent it is exempt or proprietary under Florida Law (Chapter 119, Florida Statutes) from disclosure or as preempted by federal law. Contractor agrees to maintain for public record access such files and to maintain for public access such files after termination of this Contract to the extent required by the laws of the State of Florida.

13.2 Upon any termination or expiration of this Contract, or following the Run-out Period of this Contract, Contractor, upon County's written request, shall promptly deliver, but not more than thirty (30) days after County's request, to County an extract of County's data hosted in the System in XML format or such other format as mutually agreed upon by County and Contractor.

13.3 THE ABOVE DUTIES AND OBLIGATIONS SHALL SURVIVE THE CANCELLATION OR TERMINATION OF THIS CONTRACT.

14 LOCAL GOVERNMENT REQUIREMENTS

14.1 Public Records Law. Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

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THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. RM 302 DeLand, FL 32720.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

14.1.1 Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.

14.1.2 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.

14.1.3 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 County.

14.1.4 Upon completion of the Contract, transfer, at no cost, to the County all public records in the 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.

14.1.5 Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County.

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If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

14.2 **No Code Violation or Past Due Debt**. Contractor warrants and represents that neither the business, nor any officer or significant stakeholder of the business is in violation of the Volusia County Code of Ordinances, and does not owe the County any past due debt. Any breach of the foregoing warranty and representation shall constitute a material breach of this Agreement and the County shall have the right to terminate this Agreement as set forth herein.

14.3 **Changes Due to Public Welfare**. The County and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law or Ordinance.

14.4 **Compliance with Applicable Laws.** Contractor shall perform its obligations hereunder in accordance with all applicable federal, state and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Agreement. Contractor shall protect and indemnify County and all its officers, agents, servants and employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order or decree caused or committed by Contractor, its representatives, subcontractors, professional associates, agents, servants or employees. Additionally, Contractor shall obtain and maintain at its own expense all applicable licenses and permits to conduct business pursuant to this Agreement from the federal government, State of Florida, County of Volusia or municipalities when legally required and maintain same in full force and effect during the term of this Agreement.

14.5 **Nondiscrimination and Americans with Disabilities Act.** Contractor shall not unlawfully discriminate against any person in the operations and activities in the use

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or expenditure of the funds or any portion of the funds provided by this Agreement. Contractor agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing all Services funded by County, including Titles I, II and III of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. If the County, the Department of Justice or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of the Contractor furnished or provided in connection with this Agreement, Contractor shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Contractor's failure to comply with the ADA. In performing under this Agreement, Contractor agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

14.6 **Drug Free Workplace.** The County of Volusia is a drug-free and smoke-free workplace. Contractor agrees that it shall provide a drug-free environment to its personnel during the Term of this Agreement and will comply, subject to the prior receipt thereof, with the County's policies on drug-free and smoke-free work place during the term of this Agreement.

14.7 **Employment of Illegal Aliens.** Contractor certifies that it does not knowingly or willingly and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.

14.8 **Prohibition Against Contingent Fees**.

14.8.1 The Contractor warrants that he or she or 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 he or she or 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, compensation, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate this Agreement without liability and, at its sole discretion, to deduct from the Agreement price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

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14.8.2 Contractor understands and acknowledges that any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for the Contractor, who offers, agrees, or contracts to solicit or secure County contracts for professional Services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of an agreement for professional Services shall, upon conviction in a competent court of this State, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes.

14.8.3 Contractor understands and acknowledges that any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for the Contractor, who offers, agrees, or contracts to solicit or secure County contracts for professional Services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of an agreement for professional Services shall, upon conviction in a competent court of this State, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes.

14.8.4 Any County official, agent or employee who offers to solicit or secure, or solicits or secures, an agreement for professional Services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such an agreement for professional Services between the County and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statues.

14.9 **Equal Opportunity; Disadvantaged Business Enterprises.**

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading or promotion, demotion, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

15 MISCELLANEOUS PROVISIONS

15.1 **Independent Contractor.** Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such Services, neither Contractor

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nor its agents shall act as officers, employees, or agents of the County. No partnership, joint venture, or other joint relationship is created hereby. County does not extend to Contractor or Contractor's agents any authority of any kind to bind County in any respect whatsoever.

15.2 **Third Party Beneficiaries.** Neither Contractor nor County intends to directly or substantially benefit a third party by this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement, except as otherwise provided in this Agreement.

15.3 **Notice.** All notice required under this Agreement shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

In the case of County:	**with a copies of legal notices to:**
County of Volusia Attn: Director of Purchasing & Contracts Address: 123 W. Indiana Ave., Rm. 302 DeLand, Florida 32720 Phone: 386-736-5935	**County of Volusia** Attn: County Attorney Address: 123 W. Indiana Ave., Rm. 301 DeLand, Florida 32720 Phone: 386-736-5950
In the case of Contractor:	**with a copy of legal notices to:**
Tetra-Tech, Inc. Attn: Jonathan Burgiel Address: 2301 Lucien Way, Suite 120 Maitland, FL 32751Phone: 321-441-8518	**Tetra-Tech, Inc.** Betty Kamara 2301 Lucien Way, Suite 120 Maitland, FL 32751

15.4 **Assignment.**

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to, requiring the Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the County under this Section shall be by written amendment to the Agreement in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US $500.00); however, payment of such fee shall not entitle the

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Contractor to the County's acceptance or approval of its request for assignment.

Failure by the Contractor to obtain the County's consent in accordance with this Section prior to assignment or other conveyance shall: 1) constitute a material breach of the Contract; and 2) entitle the County utilize any and all legal rights, claims, and defenses to enforce this Section, including, but not limited to, seeking injunctive or declaratory relief and damages, including attorney's fees and costs. Payment of any sum by the County in accordance with the Agreement to the Contractor or any person or entity prior to the Contractor obtaining the County's consent to the assignment shall not constitute a waiver of the rights of the County under this Section 15.4.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without a written and duly executed amendment to the Agreement.

15.5 **Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Contractor agrees to require such Subcontractors, by written Agreement, to comply with the provisions of this section to the same extent as Contractor.

15.6 **Audit Right and Retention of Records.** The County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to this Agreement. The Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. The Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a retention period of five (5) years after completion or termination of this Agreement, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written contract, require its Subcontractors to agree to the requirements and obligations of this Section 15.6. Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures. All audits must be performed at Contractor's home office in

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Pasadena, CA Nothing in this section 15.6 shall require Contractor to violate any laws applicable to Contractor as a provider of disaster cost recovery and related grant management project management services.

15.7 **Location of County Data**. Contractor shall not out-source any development and/or support for this Agreement or transfer any County Data outside the territorial limits of the United States of America, without the written approval of the Contract Administrator.

15.8 **Key Personnel.** The initial key personnel and any changes or substitutions in the key personnel must be made known to County or specified in the Scope of Services or future statement of work, and County must grant approval before any such initial personnel or change or substitution can become effective. County agrees not to unreasonably withhold any such approval. Contractor shall, except as agreed by the parties, provide the key personnel as long as said staff are in Contractor's employment. In the event of injury, illness, or death of Contractor's key personnel, or if such key personnel leave Contractor's employ, Contractor shall replace such individual within thirty (30) County work Days after such injury or illness, or from the date of departure from employment or of death. Contractor shall obtain prior written approval of the Contract Administrator to replace key personnel, such approval not to be unreasonably withheld. Contractor shall provide the Contract Administrator with such information as necessary for County to evaluate the new key personnel. In the event the Contract Administrator has reasonable objections to any replacement of key personnel, County shall notify Contractor in writing regarding such objections. Promptly after its receipt of such objections, Contractor shall investigate the matters stated and discuss its findings with County. If County thereafter requests in good faith replacement of the key personnel, Contractor shall use its reasonable best efforts to replace the employee with a person of suitable ability and qualification. Contractor shall use its best efforts to avoid replacing or reassigning any key personnel under this Agreement. If, notwithstanding this commitment, it becomes necessary for Contractor to replace any key personnel under this Agreement, Contractor shall give County as much reasonable detail as possible concerning the proposed replacement. At a minimum, Contractor agrees, where reasonably possible, to provide County with at least thirty (30) days' notice of changes to Contractor's Project team participants. Contractor agrees to provide County with resumes of new Project team participants and County may choose to interview new Project team members.

15.9 **References to County or Contractor.** Contractor agrees that during the term of this Agreement, except as provided herein, Contractor may not reference County in Contractor's website, and/or press releases, and, may not place County's name and logo on Contractor's Web site or in collateral marketing materials relating to Contractor's products and Services without prior review and written approval by County. Further, Contractor agrees that it may not use County's name, logo or any trademarks (including in any press releases, customer "case studies," and the like) without County's prior written consent. Termination or expiration of this Agreement shall not affect Contractor's obligation in this regard and such obligation shall survive the termination or cancellation of this Agreement.

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15.10 **Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

15.10.1 Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

15.10.2 Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within two (2) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.

15.10.3 In the event of a Force Majeure Event, the time for performance by the parties under the applicable Scope of Services shall be extended for a period of time equal to the time lost by reason of such cause through execution of a change order pursuant to the terms of the Agreement.

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

15.12 **Severance.** In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective to the extent practicable unless County or Contractor elects to terminate this Agreement.

15.13 **Entire Agreement.** This Agreement contains the entire agreement between Contractor and County. Any modifications to this Agreement shall not be binding unless in writing and signed by both parties.

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15.14 **Applicable Law, Venue and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall be exclusively in the state courts of the Judicial Circuit of County of Volusia, Florida, unless one or more causes of action are solely cognizable in federal court, in which case, venue for and jurisdiction over such dispute(s) shall be in the Middle District of Florida, Orlando Division. By entering into this Agreement, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

15.15 **Prior Agreements.** This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

16 **All provisions of this Agreement which impose or contemplate continuing obligations on a party shall survive the expiration or termination of this Agreement.**

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Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

17 **SIGNATURES**

IN WITNESS WHEREOF, the parties have made and executed this Agreement for Disaster Cost Recovery and Related Grant and Project Management Services on the date last written below.

Attest:

James T. Dinneen
County Manager

Date: 6/15/2017

COUNTY OF VOLUSIA

BY: Ed Kelley

Ed Kelley
County Chair

Date: 6/15/2017

Attest:

Signature

Betty Kamara, Contracts Manager
Name and Title

Date: May 22, 2017

TETRA-TECH, INC.

BY: Jonathan Burgiel

Jonathan Burgiel
Vice President/Operations Manager

Date: May 22, 2017

CC Date: 6/15/17

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

EXHIBIT A

17-SQ-43BB
SCOPE OF SERVICES

DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES

SCOPE OF SERVICE: A general description of the scope of services required includes, but is not limited to, the following:

The Contractor shall provide all Services described herein and other Services required to coordinate and assist the County with completing emergency and permanent work projects for federally declared disasters. Activities include grant or FEMA Project Worksheet preparation, grants or project management, and accounting for costs in accordance Federal, State, and local regulations. The Contractor shall supply the necessary personnel with the appropriate qualifications and skill sets to provide the Services as delineated below. Services shall be clearly delineated according to the damages caused by each disaster and funding shall be separated to ensure proper accounting for each storm is maintained and all appropriate deadlines and other requirements for grant closure are satisfied. Note, however, the County cannot contract away its duties and obligations as a recipient of Federal and State grant funds. The Contractor shall advise and assist the County with administering these grants as necessary, but the Contractor cannot assume the County's duties and responsibilities as a grant recipient.

A. Grant and FEMA Project Worksheet Preparation - The Contractor shall prepare grant applications and FEMA Project Worksheets, which include:

1. Accompanying County personnel on-site inspections, including preliminary damage assessment activities. Pursuant to 44 CFR §206.202, an authorized local representative is required to ensure that all eligible work has been identified, and that all costs for disaster-related damages have been submitted to FEMA for funding. The Contractor shall assist the County's representative to ensure all eligible work is identified and accurate estimates of damage are submitted to FEMA for funding. The Contractor shall prepare the necessary documents to identify and estimate the cost of the damaged areas in the format required by FEMA and the County.

2. Pursuant to 44 CFR §206.202, preparing Small FEMA Project Worksheets. The Contractor shall assist the County in preparing any small FEMA Project Worksheets for FEMA Categories A-G. The Contractor shall supply the necessary staff to ensure the FEMA Project Worksheets are completed in accordance with FEMA and County guidelines within the time constraints imposed by FEMA.

3. Preparing Large FEMA Project Worksheets. The Contractor shall assist the County to gather and prepare information required by FEMA to complete large FEMA Project Worksheets and represent the County's interest in dealing with FEMA and the State of Florida. The Contractor shall supply the necessary staff to ensure the FEMA Project Worksheets are completed in accordance with FEMA and County guidelines within the time constraints imposed by FEMA.

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

4. Identifying Improved or Alternate Projects. Pursuant to 44 CFR §206.203, the County may use FEMA funding for alternate or improved projects. The Contractor shall advise the County on the appropriateness of requesting this type of funding from FEMA and shall assist the County in applying for this type of funding.

5. Identifying Cost-effective Mitigation Measures under Stafford Act Section 406. Pursuant to 44 CFR §206.226, cost-effective hazard mitigation measures may be incorporated in the restoration of damaged facilities. The Contractor shall assist the County in identifying hazard mitigation opportunities and shall assist the County with preparing benefit/cost analyses and hazard mitigation funding applications.

6. Identifying/Resolving Other Special Considerations. The Contractor shall assist the County with identifying and resolving special consideration issues such as insurance, floodplain management, environmental issues, and historic preservation issues. The Contractor shall review any insurance settlements for accuracy and shall ensure that the insurance settlement is properly incorporated into the FEMA Project Worksheet. The Contractor shall work with the County, FEMA, and the State of Florida to ensure compliance with the National Environmental Policy Act (NEPA), the Clean Water Act, the Clean Air Act, the Endangered Species Act, the National Historic Preservation Act and other federal statutes and executive orders.

B. Grants Management - The Contractor shall assist the County with managing grants, including, but not limited to:

1. Monitoring Contractor Performance. The Contractor shall monitor contractor performance to ensure that FEMA mandated work deadlines are completed timely. According to 44 CFR §206.204, emergency work projects shall be completed within eighteen (18) months of the disaster declaration. The Contractor shall assist the County with ensuring that the above deadlines are met, or shall assist the County with applying for time extensions.

2. Providing Clerical Support to Review and Approve Payment Documentation. The Contractor shall assist the County by supplying clerical support to review, prepare, and approve payment to contractors performing eligible disaster related work to ensure that the documentation meets all Federal, State, and the County's financial and accounting requirements.

3. Payment Requests/Cash Flow. The Contractor shall assist the County with maintenance of financial records, in accordance with County requirements for financial reporting to ensure prompt reimbursement from FEMA and the State of Florida. The Contractor shall assist in preparing payment requests in acceptable formats to ensure reimbursements from FEMA and the State of Florida are obtained in a timely fashion.

4. Preparing Schedules and Performing Reconciliations. The Contractor shall assist the County and coordinate with its personnel in preparing the necessary schedules and performing any required reconciliations to ensure that the costs recorded in

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

the County's financial records are correct and auditable by the County's external auditors. The Contractor shall supply the necessary qualified personnel to ensure this is completed in a timely fashion in accordance with the County's audit schedule. In addition, clerical support shall be provided to collect, gather, organize, and enter data into a database that support information presented on schedules and work papers. All schedules and work papers shall be prepared using the Microsoft Office suite products, such as Excel, Word, or Access.

5. Conducting Interim Inspections. The Contractor shall assist the County and coordinate with its personnel in performing interim grant inspections to ensure work is progressing timely and all documentation is being maintained in an orderly manner. The Contractor shall also assist the County with preparing progress reports for FEMA, the State of Florida, and County management.

6. Conducting Final Inspections. The Contractor shall assist the County and coordinate with its personnel in performing final grant inspections to ensure work completion and to document all eligible costs for FEMA reimbursement.

7. Assisting with Grant Closure. The Contractor shall assist the County with final reconciliation of grant funds and shall assist the County with completion of required FEMA and State of Florida documentation for grant closure.

8. Assisting with Audit Defense. The Contractor shall be available to assist the County with the defense of any audits conducted by the FEMA Office of the Inspector General or other auditors (additional fees may be required depending on the amount of time involved).

9. Assisting with Appeals. The Contractor shall be available to assist the County with submitting appeals to FEMA, if necessary (additional fees may be required depending on the amount of time involved).

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

EXHIBIT B
2 CFR 200 Contract Provisions

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

EXHIBIT B
2 CFR 200 Contract Provisions

dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

Exhibit C
Insurance Requirements

1. Required Types of Insurance

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown below, in the form and from companies satisfactory to the County are detailed in *Figure 1* below. *Figure 1* is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this Exhibit C and ensure that the insurance policies comply with the specific terms and conditions therein.

Figure 1:

TYPE OF INSURANCE		
WORKERS COMPENSATION ☒ Waiver of Subrogation ☐ Longshore & Harbor Workers' Act, Jones Act, & Maritime Coverage Endorsement	Florida Statutory Coverage	
COMMERCIAL GENERAL LIABILITY - Broad form ☒ Occurrence Basis ☒ Blanket Contractual Liability ☒ County Additional Insured ☐ County Additional Named Insured ☒ Waiver of Subrogation ☐ Independent Contractors ☐ Blanket additional insured endorsement ☐ Project specific ☐ Location specific ☐ XCU ☐	EACH OCCURRENCE	$ 1,000,000
	GENERAL AGGREGATE	$ 2,000,000
	Premises-Operations	$ 1,000,000
	Products & Completed Ops	
	Personal & Adv Inj.	$1,000,000
	Fire Damage	$
		$
AUTO LIABILITY ☒ Any Auto ☐ Broadened Pollution Liability Endorsement CA 99 48 03 06 ☐ MCS 90 ☐ County Additional Insured ☐	Combined Single Limit	$ 1,000,000
	Bodily Injury (Per person)	$
	Bodily Injury (Per accident)	$
	Property Damage (Per Accident)	$
Note: If contractor does not own any vehicles, Contractor shall have coverage symbol 8 (Hired Autos) and coverage symbol 9 (Non-Owned Autos).		
☒ **PROFESSIONAL LIABILITY** ☐ County Additional Insured	$ 1,000,000	
CANCELLATION: Thirty (30) days written notice of cancellation is required to the Certificate Holder:		

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

Certificate Holder: County of Volusia Purchasing & Contracts Division 123 W. Indiana Avenue, Room 302 DeLand, FL 32720 ATTN: Rebecca Bishop	

A. Claims Made Basis Insurance Policies. All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period ("SERP") with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor's purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require the carrier to immediately inform the Contractor, the County Risk Manager, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Agreement.

B. Risk Retention Groups and Pools. Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.

C. Minimum Required Policies and Limits. Minimum underlying policies, coverages, and limits shall include all policies listed in *Figure 1*.

D. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis. Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor's insurance policies shall be that listed in *Figure 1* or the Contractor's actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance carried by or for the benefit of the County with any other insurance available to the County.

E. If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under the Agreement.

F. Workers' Compensation. Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers'

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

Liability Insurance with limits no less than the statutory. Policy shall include a waiver of subrogation in favor of the County.

i. Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

G. Commercial General Liability Insurance. The Contractor shall acquire and maintain Commercial General Liability insurance, with limits of not less than the amounts shown above. Contractor shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor's operations, independent Contractors, Subcontractors and "broad form" property damage coverages protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as groups A, B, and C. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under the Agreement. Public liability coverage shall include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of County in Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds. When County is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent shall be used and shall provide such additional insured status that is at least as broad as ISO form CG 20 10 11 85. If County has agreed by separate agreement to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by ISO

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Endorsement CG 20 38. Contractor shall require its subcontractors performing work on this Project to add the County and any other party that the County has agreed by separate agreement to require Contractor to name as an additional insured to their Commercial General Liability policy as an additional insured by ISO Endorsement CG 20 38. All commercial general liability policies shall provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be named as an additional insured.

H. Motor Vehicle Liability. The Contractor shall secure and maintain during the term of the Agreement motor vehicle coverage in the split limit amounts of no less than the amounts shown in *Figure 1* per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above **with "Any Auto", Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and** protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle. The County shall be an additional insured under this policy when required in *Figure 1*.

I. Professional Liability. The Contractor shall ensure that it secures and maintains, during the term of the Agreement, Professional Liability insurance with limits of no less than the amount shown above. Such policy shall cover all the Contractor's or its Subcontractor's professional liabilities whether occasioned by the Contractor or its Subcontractors, or their agents or employees [and broad enough to include errors and omissions specific to Contractor's professional liability for direct and contingent design errors and Architect's/Engineers professional liability with no exclusions for design-build work]. The County shall be an additional insured under this policy when required in *Figure 1*.

If the Contractor fails to secure and maintain the professional liability insurance coverage required herein, the Contractor shall be liable to the County and agrees to indemnify, defend, and hold harmless the County against all claims, actions, losses or damages that would have been covered by such insurance.

J. Primary and Excess Coverage. Any insurance required may be provided by primary and excess insurance policies.

2. Insurance Requirements

A. General Insurance Requirements:

i. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

ii. Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

for the performance of work or services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.

iii. Waiver of Subrogation. The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractor's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).

iv. County Not Liable for Paying Deductibles. For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractor's benefit under the Agreement.

v. Cancellation Notices. During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County's Risk Management and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.

Proof of Insurance

A. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.

B. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all requested policies and any changes or amendments thereto, immediately, to the County and County Risk Manager, and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance required hereunder is not provided to the County.

C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.

D. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate the Agreement but County has no obligation to renew any policies.

3. The provisions of this Exhibit C, shall survive the cancellation or termination of the Agreement.

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

EXHIBIT D

TETRA-TECH, INC.

FEE SCHEDULE

Position	Hourly Rate
PIC/Executive Consultant	$215.00
Project Manager/Principal Consultant	$165.00
Senior Grant Management Consultant	$150.00
Grant Management Consultant	$135.00
Consultant	$125.00
Senior Analyst	$110.00
Analyst	$90.00
Analytical Aide	$65.00
Administrative Assistant	$45.00

The above referenced hourly rates are inclusive of overhead, profit, direct, and general & administrative expenses. If travel is required Tetra-Tech will seek written approval from the County.

The travel expenses, if an, must be approved in writing in advance and will be subject to the Volusia County Travel and Training Policy as set forth in the County's web site; http://www.volusia.org/purchasing/

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

AMENDMENT NO. 1

TO

AGREEMENT BETWEEN

COUNTY OF VOLUSIA, FLORIDA

AND

TETRA-TECH, INC.

THIS AMENDMENT No. 1, made and entered into by and between the **COUNTY OF VOLUSIA**, located at 123 West Indiana Avenue, DeLand, FL 32720, a body corporate and politic and a political subdivision of the State of Florida (hereinafter "County"), and **TETRA-TECH, INC.**, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 2301 Lucien Way, Suite 120, Maitland, FL 32751 (hereinafter the "Contractor").

RECITALS

WHEREAS, the County and Contractor entered into an Agreement for Disaster Cost Recovery and Related Grant and Project Management Services under which Contractor agreed to provide services to the County commencing on June 15, 2017, and terminating on June 14, 2022, with two (2) one (1) year extensions (hereinafter "Agreement") permissible upon mutual written agreement and Volusia County Council approval; and

WHEREAS, through this Amendment No. 1, the County and Contractor desire to amend replace the definition of County throughout the Agreement, including in the indemnification section and the insurance section underneath the schedule of insurance; and

WHEREAS, through this Amendment No. 1, the County and the Contractor desire to amend **Section 4 SCOPE OF SERVICES** by adding Section 4.2.6 Compliance with FEMA 200.318-326 and Appendix II Contract Provisions to the Scope of Services Clause.

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by Contractor and County, the parties agree to renew and to amend the Agreement as follows:

1. The parties agree that the foregoing recitals are true, correct and material to this Amendment No. 1.

2. The parties agree to replace the definition of County throughout the Agreement, including but not limited to in the definition, indemnification and insurance sections with the following:

> "The County of Volusia, its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities."

3. The parties agree to insert in the insurance section underneath the schedule in Exhibit C,

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

Insurance Requirements, the following statement:

> "For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement under which the County is a "named insured", "additional named insured", or "additional insured", the term "County" includes the County of Volusia (a body corporate and politic and a subdivision of the State of Florida), including its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities and associated entities."

4. The parties agree to amend **Section 4.2, SCOPE OF SERVICES** by adding Sections 4.2.6, to read as follows:

4.2.6 Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions

This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at:

https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318

4.2.6.1 Clean Air Act and the Federal Water Pollution Control Act

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

4.2.6.2 Anti-Lobbying Clause

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal Appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. **The Certification Form is attached as Exhibit E; complete and return to the County.**

5 This Amendment No. 1, including any exhibits, sets forth the entire modification to the Agreement with respect to the products and services provided under this Amendment No. 1,

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

unless the Agreement is otherwise amended or modified in writing by the parties, and supersedes all prior proposals, contracts, and communications, both written and oral.

6 This Amendment No. 1 is incorporated by reference into the Agreement as if fully set forth therein. Except as provided above, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this Amendment No. 1 and the Agreement, this Amendment No. 1 shall govern and control.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 1 to the Agreement for Disaster Cost Recovery and Related Grant and Project Management Services on the respective dates under each signature.

Attest:

Denise Lewis
Senior Staff Assistant

Date: 11/3/17

COUNTY OF VOLUSIA

BY:

Jeaniene Jennings
Director Purchasing & Contracts

Date: 11/3/17

Attest:

Signature

Betty Kamara, Contracts Manager
Name and Title

Date: November 2, 2017

TETRA-TECH, INC.

BY:

Johathan Burgiel
Vice President/Operations Manager

Date: November 2, 2017

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

EXHIBIT E

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

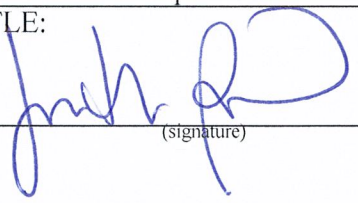
Organization: Tetra Tech, Inc.

Street address: 2301 Lucien Way, Suite 120

City, State, Zip: Maitland, FL 32751

Jonathan Burgiel
CERTIFIED BY: (type or print)

Vice President/Operations Manager
TITLE:



(signature)

11/02/2017
(date)

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

NOT APPLICABLE

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**3. Report Type:** a. initial filing _____ b. material change **For material change only:** Year _____ quarter _____ Date of last report_____
4. Name and Address of Reporting Entity: ____ Prime _____ Subawardee Tier_____, if Known: **Congressional District, if known:**	**5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District, if known:**	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
8. Federal Action Number, *if known:*	**9. Award Amount,** *if known:* **$**	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____	
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**	

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget,
Paperwork Reduction Project (0348-0046), Washington, DC 20503

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

AMENDMENT NO. 2

TO

CONTRACT BETWEEN
COUNTY OF VOLUSIA, FLORIDA

AND

TETRA-TECH, INC.
2301 LUCIEN WAY, SUITE 12
MAITLAND, FL 32751

THIS AMENDMENT No. 2, made and entered into by and between the **COUNTY OF VOLUSIA**, a body corporate and politic and a political subdivision of the State of Florida (hereinafter "County"), and **TETRA-TECH, INC.,** incorporated in the state of Delaware and licensed to do business in the state of Florida (hereinafter "Contractor").

WHEREAS, the County and Contractor entered into an Agreement for Disaster Cost Recovery and Related Grant and Project Management Services (RSQ No. 17-SQ-43BB) under which Tetra-Tech, Inc., agreed to provide services until project completion; and

WHEREAS, the County and Contractor desire through this Amendment No. 2 to add Federal Contract clauses in accordance with 2 C.F.R. 200.326 and 2 C.F.R. Part 200 Appendix II Required Contract Clauses in to the agreement.

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by Contractor and County, the parties agree to amend the afore-described Contract as follows:

1. The parties agree that the foregoing recitals are true, correct and material to this Contract.

2. The parties agree to amend the Contract by adding Federal Contract clauses in accordance with 2 C.F.R. 200.326 and 2 C.F.R. Part 200 Appendix II Required Contract Clauses in to the agreement.

3. This Amendment no. 2 is incorporated by reference into the Contract as if fully set forth therein. Except as provided above, all other terms and conditions of the Contract shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this Amendment no. 2 and the Contract, this Amendment no. 2 shall govern and control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 2 on the respective dates under each signature.

TETRA-TECH, INC.:

BY: _____ *(CORPORATE SEAL)*
(Signature)

BY: Jonathan Burgiel, Business Unit President
Corporate Officer & Title

Date: June 24, 2020

ATTEST: _____ Date: June 24, 2020
Betty Kamara, Contracts Administrator

COUNTY OF VOLUSIA:

BY: DIRECTOR OF PURCHASING AND CONTRACTS OF VOLUSIA COUNTY, FLORIDA
Per Ordinance No. 2009-07, Section 2-272(a) and Section 2-273(a)

BY: _____
Pam Wilsky, CPPO, CPPB
Director of Purchasing & Contracts

ATTEST: _____ Date: 06-25-2020

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

Solicitation Name: 17-SQ-43BB
Solicitation #17-SQ-43BB and MA#4852

FEDERAL CONTRACT PROVISIONS
Contractor agrees to comply with all requirements checked below

☐ **Equal Employment Opportunity** – for all contracts for construction work which is defined as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

This requirement applies to all FEMA grant and cooperative agreement programs.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto,

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

☐ **Davis Bacon Act Equal Employment Opportunity** – applies to all contracts for construction work as defined above.

The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

☐ Copeland Anti-Kickback Act

This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

☒ Contract Work Hours and Safety Standards Act

This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County of Volusia or State of Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

☐ Rights to Inventions Made Under a Contract or Agreement

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

This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

☒ Clean Air Act and the Federal Water Pollution Control Act

This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the County of Volusia (County) and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the County of Volusia (County) and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

☒ **Debarment and Suspension**

This requirement applies to all FEMA grant and cooperative agreement programs.

Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by State of Florida and County of Volusia. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State of Florida and County of Volusia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If applicable, contractors must sign and submit to the non-federal entity the certification in Appendix A.

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

☒ Byrd Anti-Lobbying Amendment

This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the certification in Appendix B.

☒ Procurement Of Recovered Materials

This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

☒ Access to Records

The following access to records requirements apply to this contract:

1. The Contractor agrees to provide State of Florida, County of Volusia, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the State of Florida, County of Volusia, and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

☒ Changes

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

☒ **Department of Homeland Security (DHS) Seal, Logo, and Flags**

Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

☒ **Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

☒ **No Obligation by Federal Government**

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

☒ **Program Fraud and False or Fraudulent Statements or Related Acts**

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

I hereby certify that I have read and understand the requirements of these Federal Contract Provisions and that I, as the Respondent, will comply with all requirements.

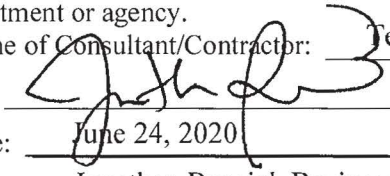
× Authorized Signature	
Jonathan Burgiel	
Printed Name	
Business Unit President	June 24, 2020
Title	Date
Tetra Tech, Inc.	
Company Name	
2301 Lucien Way, Suite 120, Maitland, FL 32751	
Full Address	
407-803-2551 / 321-441-8501	betty.kamara@tetratech.com
Telephone / Fax	E-mail Address

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

Appendix A CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Tetra Tech, Inc.

By: 

Date: June 24, 2020

Title: Jonathan Burgiel, Business Unit President

Instructions for Certification

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

APPENDIX B, CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and discloseaccordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Tetra Tech, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President

Name and Title of Contractor's Authorized Official

June 24, 2020

Date

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

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AMENDMENT NO. 3

TO

AGREEMENT BETWEEN

COUNTY OF VOLUSIA, FLORIDA

AND

TETRATECH, INC.

THIS AMENDMENT No. 3, to Agreement for Disaster Cost Recovery and Related Grant and Project Management Services (hereinafter "Amendment No. 3") is made between **COUNTY OF VOLUSIA**, a body corporate and politic and a political subdivision of the State of Florida, located at 123 W. Indiana Avenue, DeLand, FL 32720 (hereinafter "County"), and **TETRATECH, INC.,** incorporated in the state of Delaware and licensed to do business in the state of Florida, whose principal place of business is located at 2301 Lucien Way, Suite 120, Maitland, FL 32751 (hereinafter "Contractor").

RECITALS

WHEREAS, the County and Contractor entered into an Agreement for Disaster Cost Recovery and Related Grant and Project Management Services under which Contractor agreed to provide services to the County commencing on June 15, 2017, under which TetraTech, Inc. agreed to provide services until project completion (hereinafter "Agreement"); and

WHEREAS, through Amendment No. 1, the County and Contractor 1) amended the definition of County throughout the Agreement, including in the indemnification section and the insurance section underneath the schedule of insurance and 2) amended **Section 4 SCOPE OF SERVICES** by adding Section 4.2.6 Compliance with FEMA 200.318-326 and Appendix II Contract Provisions to the Scope of Services Clause; and

WHEREAS, through Amendment No. 2, the County and Contractor added Federal Contract clauses in accordance with 2 C.F.R. 200.326 and 2 C.F.R. Part 200 Appendix II Required Contract Clauses in to the Agreement; and

WHEREAS, through Amendment No. 3, the County and Contractor desire to amend **Section 6 TERM OF AGREEMENT** to extend the term of the Agreement through and until June 14, 2023; and

WHEREAS, through Amendment No. 3, the County and Contractor desire to amend **Section 9 LIMITATION OF LIABILITY AND INDEMNIFICATION OF COUNTY**; and

WHEREAS, through this Amendment No. 3, the County and the Contractor desire to amend Section 15.10 **Force Majeure**; and

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by Contractor and County, the parties agree to amend the afore-described Agreement as follows:

1. The parties agree that the foregoing recitals are true, correct and material to this Agreement.

2. The parties agree to amend **Section 6 TERM OF AGREEMENT** to read as follows:

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

6 TERM OF AGREEMENT

The Term of this Agreement shall commence on the Effective Date of this Agreement or when it is fully executed by all parties and shall terminate six (6) years from the Effective Date. The parties may renew for one (1) subsequent one (1) year renewal, subject to the mutual written agreement between the parties and County Council approval, if applicable.

All other subsections or portions of **Section 6 TERM OF AGREEMENT** shall remain in full force and effect, unchanged by this Amendment No. 3.

3. The parties agree to amend **Section 9 LIMITATION OF LIABILITY AND INDEMNIFICATION OF COUNTY** by deleting the current language in the Agreement and replacing to read as follows:

9 LIMITATION OF LIABILITY AND INDEMNIFICATION OF COUNTY

9.1 **Indemnification**. Contractor shall indemnify, defend and hold harmless the County, including its districts, authorities, separate units of government established by law (constitutional), ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the County.

9.2 In all claims against the County, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

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

4. The parties agree to amend Section 15.10 **Force Majeure** by deleting the current language in the Agreement and replacing to read as follows:

15.10 **Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

15.10.1 Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

15.10.2 Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.

15.10.3 In the event of a Force Majeure Event, the time for performance by the parties under the applicable Statement of Services shall be extended for a period of time equal to the time lost by reason of such cause through execution of a change order pursuant to the terms of the Agreement.

5. This Amendment no. 3 is incorporated by reference into the Agreement as if fully set forth therein. Except as provided above, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this Amendment no. 3 and the Agreement, this Amendment no. 3 shall govern and control.

6. Vendor acknowledges that Jonathan Burgiel, Business Unit President (the "Authorized Signatory") is authorized to execute contracts/agreements with the County of Volusia and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Amendment electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

[Balance of this page intentionally left blank]

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 3 to the Agreement for Disaster Cost Recovery and Related Grant and Project Management Services on the respective dates under each signature.

Attest:

By: _____
George Recktenwald
County Manager

Date: _____

COUNTY OF VOLUSIA

BY: _____
Jeffrey S. Brower
County Chair

Date: _____

Attest:

By: DocuSigned by: Betty Kamara 844F0CE413274BD...
Betty Kamara
Contracts Administrator

Date: 4/1/2022 | 16:30:26 EDT

TETRATECH, INC.

BY: DocuSigned by: Jonathan Burgiel FECCB75D4C14419...
Jonathan Burgiel
Business Unit President

Date: 4/1/2022 | 16:28:57 EDT

CC Date: _____

Attachment: Exhibit B - Volusia County Tetra Tech Executed Contract (2022-R-90 : Public Assistance Consulting Services)

WORK ASSIGNMENT No. 001-2022
CITY OF HOLLY HILL, FLORIDA
TETRA TECH, INC.

Pursuant to the City of Holly Hill Cooperative Purchasing Agreement for RFP #17-SQ-43BB - Disaster Cost Recovery and Related Grant and Project Management Services entered into by and between the City of Holly Hill, a political subdivision of the State of Florida, hereinafter referred to as "City" and Tetra Tech, Inc., hereinafter referred to as "Consultant," a determination has been made by City that there is a need for the performance of or rendering of services by Consultant of a certain "Work Assignment" under the purview of said Agreement, and Consultant is hereby authorized to perform or render the particular services of work described as follows:

TITLE OF THE PROJECT: 2022 Hurricane Ian | FEMA Public Assistance Program Management Support

DURATION OF WORK:

Estimated project term: November 22, 2022 through November 22, 2023 (one year) or until completion of the below scope of work or until the funds have been expended in full, whichever first occurs. The period of performance may be extended upon approval by both parties. To the extent the period of performance is required to be extended due to reasons beyond the Consultant control; such unforeseen circumstances may result in an increase in the project timeline and budget.

SCOPE OF SERVICES

Following the impacts of Hurricane Ian, the State of Florida received a major disaster declaration on 9/29/2022, FEMA-4673-DR, aiding in the ability of affected communities to respond to and recover from this event. Consultant will provide program management support with the FEMA Public Assistance (PA) recovery program to the City through the following services:

Task 1: Public Assistance Operational Planning and Preliminary Compliance Support

Consultant will provide support with identifying applicant's disaster impacts and recovery priorities, as well as provide support with collecting critical information required to initiate a FEMA Public Assistance claim.

Subtask 1.1 - Exploratory Call Support

Consultant will provide support collecting general information about the disaster impacts in preparation for an Exploratory Call with FEMA.

Subtask 1.2 - Recovery Scoping Meeting (RSM) Preparation and Support

Consultant will provide support collecting preliminary damage information in order to support damage assessments, as well as prepare in-depth analysis and discussions surrounding the extent of total disaster damages. Consultant will also provide support with responding to FEMA's questions during the RSM, which starts the 60-day regulatory timeframe for the applicant to identify incident-related damages.

Subtask 1.3 - Force Account Labor (FAL) Compliance Support

Consultant will perform a review of the City's labor and payroll policies and provide feedback regarding eligible labor costs able to be claimed through the PA program for both Debris Removal operations and Emergency Protective Measures activities. Consultant will also provide (if requested) timesheet templates for capturing and documenting response and recovery labor activities performed by City staff. Consultant will also provide control language regarding best practices and procedures for documenting eligible activities on timesheet logs.

Subtask 1.4 - Force Account Equipment (FAE) Compliance Support

Consultant will provide (if requested) equipment usage log templates for capturing and documenting response and recovery equipment hours for City-owned assets. Consultant will also provide control language regarding best practices and procedures for documenting eligible activities on usage logs.

Subtask 1.5 - Emergency Procurement Compliance Support

Consultant will perform a review of the City's procurement and purchasing policies and provide support with regards to proper procurement compliance procedures during emergency periods and response efforts. Consultant will also provide support concerning documenting emergency procurement justifications and reasons and supply Procurement Justification Templates to the City if requested.

Attachment: Exhibit C - Public Assistance Consulting Scope of Work (2022-R-90 : Public Assistance Consulting Services)

Subtask 1.6 - Insurance Review

Consultant will provide insurance support through the review of insurance policies for facilities and damages related to the event, with the objective of verifying and identifying projects that may be completely or partially reimbursed by insurance proceeds.

Subtask 1.7 - Grant Management Technical Assistance

Consultant will collect and review key policies and procedures relevant to the Public Assistance program and provide guidance regarding best practices surrounding recovery operations as required. Consultant will also provide support regarding Public Assistance programmatic timelines, requirements, key milestones and deliverables, and general recovery strategies. Consultant will also provide support with identifying other potential funding/reimbursement methods for disaster related costs, as well as providing financial recovery strategy support for multiple potential sources if requested to do so.

Task 2: Damage Intake Support

Consultant will provide support to accomplish critical Public Assistance milestones and prepare key deliverables to accomplish objective of capturing and documenting incident related damages. This support will be provided through the following subtasks:

Subtask 2.1 - Damage Inventory Capture and Generation

Consultant will provide support gathering and preparing 60-day Damage Inventory (DI) and uploading relevant supporting documentation to Grants Portal.

Subtask 2.2 - Site Inspection Planning

Consultant will assist with planning and preparing for FEMA Site Inspections. Consultant will provide the best practices on how to conduct site inspections and capture critical information required for project formulation. Consultant will work with the City to draft a site inspection plan compliant with FEMA PA and FDEM program policies. This plan will identify processes and procedures for the City, including site inspections, mitigation inspections, Damage Description & Dimensions (DDD) development, scope of work formulation, cost estimating, and construction. Consultant will also assist with scheduling FEMA site inspections.

Subtask 2.3 - Site Inspection Execution

Consultant will provide a staff member to attend FEMA Site Inspections with City staff. Consultant will assist the City's staff by capturing critical information during the visits. Consultant staff will review FEMA's Site Inspection Report alongside City technical staff and advise on potential compliance pitfalls.

Subtask 2.4 - Damage Description and Dimensions (DDD) Development and Capture Support

Consultant will review FEMA DDDs based on data and technical information captured during the site inspection process to verify that damages identified by City and Consultant staff were captured accurately and in totality.

Subtask 2.5 - Completed Work Data Intake and Desktop Review

Consultant will work with identified department points-of-contact (POCs) to collect and capture completed force account labor, equipment, material and contract purchase/ invoice records and expense documentation related to the disaster. Upon receipt of this documentation, Consultant will conduct a preliminary desktop review of the data to identify systematic data/information deficiencies that may impact data entry, reconciliation and the creation of project cost summary records and reimbursement submissions. Consultant will identify issues, and deficiencies will be reported for resolution.

Exhibit 1: Task 2 Deliverable Summary

Deliverable	Description
FEMA Damage Inventory	Completed 60-day Damage Inventory spreadsheet uploaded to Grants Portal.
FEMA Site Inspection Schedule	FEMA Site Inspection schedule of facilities detailing dates, locations, and on-site resources planned for execution.
DDD Review Memorandum(s)	Tabletop review memo of DDDs for each inspected facility by Consultant technical resource.

Attachment: Exhibit C - Public Assistance Consulting Scope of Work (2022-R-90 : Public Assistance Consulting Services)

Task 3: Data Reconciliation and Project Formulation

Consultant will assist with documentation reconciliation and cost package development for projects for submission to FEMA. Depending on project type, this support will be provided through the subtasks listed below:

Subtask 3.1 - Completed Work Data Reconciliation and Review

Consultant will reconcile completed work cost expenses, including FAL, FAE, and contract costs, and create project cost summary documents. Consultant will package and prepare supporting documentation for eventual submission to Grants Portal. Consultant will also review documentation for validity and compliance with FEMA Public Assistance programmatic requirements. If supporting documentation or compliance deficiencies are identified, Consultant will work with City points of contact to collect missing documentation or rectify compliance issues if able.

Subtask 3.2 - Permanent Work Procurement and Compliance Support

Consultant will review emergency and permanent work procurements for 2CFR compliance and provide feedback regarding compliance issues and pitfalls.

Subtask 3.3 - Work To-Be-Completed Cost Estimation

Upon finalization of permanent work DDDs, consultant will prepare repair cost estimates using FEMA approved cost estimation software (RSMeans). Consultant will also prepare additional project cost estimation documentation including project CEF as relevant.

Subtask 3.4 - Work To-Be-Completed 406 Mitigation Alternatives Support and 406 Hazard Mitigation Proposal (HMP) Development

Upon completion of site inspection and DDD finalization, and during cost estimation phase, Consultant technical staff will present 406 mitigation alternative options for review by relevant points of contact with the goal of developing 406 Hazard Mitigation Proposals (HMPs). Upon selection of preferable 406 mitigation alternative option, Consultant technical staff will prepare 406 HMP for submission for applicable permanent work projects.

Exhibit 2: Task 3 Deliverable Summary

Deliverable	Description
Completed Work Documentation Packages	Fully reviewed and reconciled data packages ready for upload to Grants Portal.
Scope of Work and RSMeans Cost Estimate(s)	Develop the repair scope of work and cost estimate for approved facilities.
406 Hazard Mitigation Proposal(s)	406 Hazard Mitigation Proposal and supporting documentation for selected alternatives.

Task 4: Grant Management Support

Consultant will support City through FEMA review, obligation, and reimbursement processes through the following subtasks:

Subtask 4.1 - Grants Portal Project Submission Support and Obligation Support

Consultant will support the City with the final creation, collection, and upload of critical documentation and information required through Grants Portal, including EEI support and completion, and upload of relevant project documentation. During FEMA's review process, Consultant will also support the City with responses to FEMA Requests for Information (RFIs) that may be requested prior to securing project obligations. Consultant will also support the City with relevant project versioning/amendment requests if/when required to do so.

Subtask 4.2 - Grant Management Reporting

Consultant will support the City with FEMA reporting requirements including Time Extensions, Quarterly Progress Reports (QPRs), as well as associated monitoring requirements such as permanent work project work validation and completed cost collection.

Subtask 4.3 - Completed Work Requests for Reimbursement Support

Consultant will provide support with submitting Requests for Reimbursement (RFRs) from FDEM, as well as responding to State RFIs if required.

Subtask 4.4 - Eligibility and Determination Memorandums and Damages Under Review Support

Consultant will provide support with reviewing and responding to eligibility concerns that may arise in the form of Determination Memos (DMs) or Damages Under Review (DURs). Consultant will review damages in question and work with the City to prepare and submit potential appeals if requested.

ESTIMATED COST (not to exceed)

Estimated Not-to-Exceed: **$149,424.00**

The estimated not-to-exceed amount is based on Consultant's current understanding of the project requirements and best estimates of level of effort required to perform the basic services and may be subject to change upon agreement between the City and Consultant. The fee for the services will be based on the actual hours of services furnished multiplied by Consultant's hourly rates plus travel expenses as set forth in the Cooperative Purchasing Agreement between the City and Consultant for Disaster Cost Recovery and Related Grant and Project Management Services (Contract #RFP #17-SQ-43BB). Table 1 shows the estimated cost breakdown by task. Table 2 outlines the anticipated staff positions and level of effort for these services.

Table 1: Estimated Cost Breakdown by Project Task [1][2][3]

Task Description	Estimated Total
Task 1: Public Assistance Operational Planning and Preliminary Compliance Support	$21,930.00
Task 2: Damage Intake Support	$34,400.00
Task 3: Data Reconciliation and Project Formulation	$58,600.00
Task 4: Grant Management Support	$24,600.00
Estimated Labor	**$XXX**
Estimated Expenses (Travel)	**$9,894.00**
Estimated Total	**$149,424.00**

Table 2: Estimated Cost Breakdown by Labor Category [1][2][3]

Labor Category	Hourly Rate	Estimated Hours	Estimated Total
PIC/Executive Consultant	$215.00	10	$2,150.00
Project Manager/Principal Consultant	$165.00	285	$47,025.00
Senior Grant Management Consultant	$150.00	35	$5,250.00
Grant Management Consultant	$135.00	250	$33,750.00
Consultant	$125.00	215	$26,875.00
Analyst	$90.00	16	$1,440.00
Administrative Assistant	$45.00	44	$1,980.00
Estimated Labor			**$XXX**
Estimated Expenses (Travel)			**$9,894.00**
Estimated Total			**$149,424.00**

[1] The above estimated level of effort and associated costs are based on available information at the time the estimates were prepared and do not represent the actual cost of the project. The fee for services will be based on the actual hours of services furnished multiplied by Consultant's hourly rates plus travel expenses. If, during the performance of this work, it is determined additional funding is required in order to complete the project, Consultant and City will mutually agree on a new/revised estimated cost.

[2] The hourly rates are inclusive of overhead, profit, direct, and general & administrative expenses. Travel expenses will be subject to the Volusia County Travel and Training Policy as set forth in the County's web site; http://www.volusia.org/purchasing/.

[3] Consultant may take the following actions, in its discretion, so long as Consultant does not exceed the estimated grand total: (i) Use fewer hours of one labor category and more hours of another labor category or categories and (ii) use fewer hours within one task and more hours within another task as necessary.

Attachment: Exhibit C - Public Assistance Consulting Scope of Work (2022-R-90 : Public Assistance Consulting Services)

PROJECT ASSUMPTIONS

The scope of services and project costs shown above were developed with the following assumptions and exclusions:

- **Project Sponsor.** The City will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
- **On-Site/Remote Support.** This budget assumes this assistance will be provided by a combination of on-site and remote staff.
- **Access to Materials.** Documentation pertinent to the execution of this project should be made available to Consultant for review in electronic format or paper copy upon request.
- **Access to Key Personnel.** Availability of City key personnel is critical to obtaining the information required for the success of this project. Information presented by key personnel will be accepted as factual and no confirmation will be made.
- **Other Assistance Needed.** Should the City Project Sponsor request additional services that are not able to be completed within the scope or budget of this proposal, a proposal for additional services can be submitted as needed.
- **Invoicing/Payment.** The City will be invoiced in accordance with the Master Service Agreement.
- **Proposal.** This proposal is based on our current understanding of the project, and revisions will be subject to mutual agreement on the final work scope/schedule and other technical/management requirements desired by the City. The final approved proposal will be part of the awarded Task Order/Purchase Order by reference or incorporated as an exhibit. This estimate is based on $3,050,000 of estimated damages. Consultant may present the revised budget if amount of damages increases.
- **Task 2: Site Inspections Estimated Hours.** For this estimate, Consultant assumes that one Assessor per site will be required to spend an average of 4 hours at each facility assessment. During the Operational Planning and Scheduling phase, if it is determined that fewer resources are required, Consultant will coordinate with the City if appropriate to reallocate assessor teams if both parties deem it appropriate. Consultant's invoiced hours per facility will be based on actual hours recorded for each assessment, which may be higher or lower than this assumption based on assessment size and complexity.
- **Site Visits.** Additional site visits due to conditions outside Consultant or the City's control (e.g., due to changing/rotation of FEMA/FDEM staff or loss of documentation by FEMA/FDEM) that are required or requested by FEMA and FDEM staff may impact the ratio of Management Costs to project cost. In these scenarios, Consultant will notify the City POC of these conditions and document the reason that an additional site visit occurred.
- **Reimbursement.** FEMA ultimately decides if the costs incurred under this proposal are eligible for reimbursement under their programs. Consultant cannot guarantee that costs for services performed will be reimbursable. In order to assist with submitting potentially eligible costs associated with this agreement for reimbursement in the future, Consultant will track individual's hours per facility/site, as well as prepare detailed comments outlining specific activities performed along with descriptions of deliverables being prepared.
- **Schedule.** Consultant anticipates an initial period of performance of one (1) year. If an extension is required past this initial period of performance, Consultant will work with the City in good faith to develop an appropriate increase and extension.

INVOICE AND PAYMENT:

Monthly Invoices are to be emailed to:
Steve Juengst, Administration Manager
Department of Public Works
City of Holly Hill
sjuengst@hollyhillfl.org

Payments are to be mailed to:
Tetra Tech, Inc.
PO Box 911642
Denver, CO 80291-1642
Attn: TDR Operations

Attachment: Exhibit C - Public Assistance Consulting Scope of Work (2022-R-90 : Public Assistance Consulting Services)

Consultant agrees to perform or render Services in accordance with the Cooperative Purchasing Agreement for Disaster Cost Recovery and Related Grant and Project Management Services (Contract #RFP #17-SQ-43BB) and this Work Assignment.

For CITY OF HOLLY HILL, a political subdivision of the State of Florida:		**For TETRA TECH, INC.**	
Signature:	_____	Signature:	_____
Name/Title:	_____	Name/Title	_____
Date:	_____	Date:	_____

Attachment: Exhibit C - Public Assistance Consulting Scope of Work (2022-R-90 : Public Assistance Consulting Services)

COOPERATIVE PURCHASING AGREEMENT
DISASTER COST RECOVERY AND RELATED GRANT AND
PROJECT MANAGEMENT SERVICES
CONTRACT NO. 17-SQ-43BB

This contract entered into this 22nd day of November 2022, by and between the **City of Holly Hill**, a political subdivision of the State of Florida, whose address is 453 LPGA Boulevard, Holly Hill, FL 32117, hereinafter called "CITY", and **Tetra Tech, Inc.**, a Delaware Corporation whose address is 2301 Lucien Way, Suite 120, Maitland, FL 32751 hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Volusia County RFP No. 167-0024-P(JA) and Contract for Disaster Cost Recovery and Related Grant and Project Management Services ("RFP"), the CITY desires to enter into an agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY as described in the RFP and the contract entered into by Volusia County pursuant thereto "County Contract".

NOW THEREFORE, the CITY and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY."
2. The CONTRACTOR agrees to furnish all labor, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY or its duly authorized representative.
3. The CITY agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
4. This Contract will become effective upon the date of execution above and will remain in effect as provided in the County Contract.
5. Any approvals from Volusia County Staff required in the County Contract, such as approvals by the Public Works Director, will be granted by the City Manager or his/her designee.

In WITNESS WHEREOF, the undersigned have executed this Contract on the day and year first written above.

CONTRACTOR: Tetra Tech, Inc.	**CITY OF HOLLY HILL, FLORIDA**
By: _____	By: _____
Print Name: Jonathan Burgiel	Print Name:
Title: Business Unit President	Title:
Date: _____	Date: _____

ATTACHMENTS:
Attachment A: Volusia County RSQ No. 17-SQ-43BB
Attachment B: Volusia County/Tetra Tech Contract No. 17-SQ-43BB

Attachment: Exhibit D - Cooperative Purchasing Agreement (2022-R-90 : Public Assistance Consulting Services)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: November 22, 2022
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 Hall & Ogle, Inc., to Provide Construction Plans and CEI Services for the New Fire Station Project in the Amount of $228,900; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2022-R-91
APPLICANT:
PLANNER:

DISCUSSION:

On June 28, 2022 the City Commission approved the city's continuing services architect, Hall & Ogle, Inc., to provide a schematic design package for the new fire station project via Resolution 2022-R-44, attached as Exhibit A.

Staff is seeking approval of the next phase to produce construction plans and CEI services for the new fire station project. Hall & Ogle, Inc., has submitted a proposal for construction services for the new fire station project, attached as Exhibit B. Construction Plan Preparations and CEI services to include construction plans services, bidding/contractor selection, and construction administration. The fee for construction services is $228,900.00.

The City has a continuing services contract for architectural services with Hall & Ogle, Inc., through August 14, 2023, attached as Exhibit C.

Staff desires to proceed with the construction plan preparation/CEI services for the new fire station project.

FISCAL ANALYSIS:

$2,500,000.00 has been allocated to general ledger account number 301-8110-580.62-00 for the funding of the new fire station project using project code 22-BG-06.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into an agreement with Hall & Ogle, Inc., to provide construction services for the new fire station project.

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:

AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HALL & OGLE, INC., TO PROVIDE CONSTRUCTION SERVICES FOR THE NEW FIRE STATION PROJECT IN THE AMOUNT OF $228,900.

ATTACHMENTS:

- Exhibit A - Resolution 2022-R-44 (PDF)
- Exhibit B - Fire Station Architectural Construction Plan Proposal (PDF)
- Exhibit C - Hall & Ogle Continuing Services Agreement through 8-14-23 (PDF)

Resolution No. 2022-91

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HALL & OGLE, INC., TO PROVIDE CONSTRUCTION PLANS AND CEI SERVICES FOR THE NEW FIRE STATION PROJECT IN THE AMOUNT OF $228,900; 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 HALL & OGLE, INC., TO PROVIDE CONSTRUCTION SERVICES FOR THE NEW FIRE STATION PROJECT IN THE AMOUNT OF $228,900; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City approved the city's continuing services architect, Hall & Ogle, Inc., to provide a schematic design package for the new fire station project; and

WHEREAS, staff desires to proceed with the construction services for the new fire station project; and

WHEREAS, Hall & Ogle, Inc., has submitted a proposal for construction services; and

WHEREAS, the scope of services for construction services includes construction document services, bidding/contractor selection, and construction administration.

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 Hall & Ogle, Inc., to provide construction services for the new fire station project in the amount of $228,900.00.

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 22nd day of NOVEMBER,

2022.

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **June 28, 2022**
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 Hall & Ogle Architects, Inc., to Provide a Schematic Design Package for the New Fire Station Project for an Amount of $30,000.00; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2022-R-44**
APPLICANT:
PLANNER:

DISCUSSION:

On March 8, 2022, the City Commission approved Capital Improvement Projects and affiliated budget amendments via Resolution 2022-R-16. Among the Capital Projects approved was the allocation of $2,500,000.00 to build a new fire station. A proposal has been received from the city's continuing services architect, Hall & Ogle, Inc., to provide a schematic design package. Resolution 2022-R-16 is included under 'Exhibit A'.

This proposal purpose is to provide a conceptual design to be presented to the City Commission for comments and adoption to move forward with the next phase of producing construction plans for the proposed fire station. The fee for this services will be for $30,000.00.

A continuing services agreement with Hall & Ogle Architects to provide architectural services to the City of Holly Hill was approved on August 14, 2018 via RFQ-ARC-01. This agreement is attached under 'Exhibit C'.

Staff desires the City Commission to approve the conceptual architectural proposal in the amount of $30,000.00.

FISCAL ANALYSIS:

$2,500,000.00 has been allocated to general ledger account number 301-8110-580.62-00 for the funding of the new fire station using project code 22-BG-06.

STAFF RECOMMENDATION:

Attachment: Exhibit A - Resolution 2022-R-44 (2022-R-91 : Construction Plans/CEI Services for the New Fire Station Project)

Authorize the City Manager to enter into an agreement with Hall & Ogle Architects, Inc., for the provision of a schematic design package for the new fire station under the continuing architectural services agreement.

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.

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 THE PROPOSAL RECEIVED FROM HALL & OGLE ARCHITECTS, INC., TO PROVIDE A SCHEMATIC DESIGN PACKAGE FOR THE NEW FIRE STATION PROJECT AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Resolution 2022-16 (PDF)
- Exhibit B - Conceptual Architecture Proposal (PDF)
- Exhibit C - Hall & Ogle Continuing Services Agreement through 8-14-2023 (PDF)

Attachment: Exhibit A - Resolution 2022-R-44 (2022-R-91 : Construction Plans/CEI Services for the New Fire Station Project)

Resolution No. 2022-44

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HALL & OGLE ARCHITECTS, INC., TO PROVIDE A SCHEMATIC DESIGN PACKAGE FOR THE NEW FIRE STATION PROJECT FOR AN AMOUNT OF $30,000.00; 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 HALL & OGLE ARCHITECTS, INC., TO PROVIDE A SCHEMATIC DESIGN PACKAGE FOR THE NEW FIRE STATION PROJECT FOR AN AMOUNT OF $30,000.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has approved capital operating and capital improvement project funds budget amendments on March 8, 2022 via Resolution 2022-R-16; and

WHEREAS, the City has continuing services agreement with Hall & Ogle Architects, Inc., to provide architectural services for the new fire station project; and

WHEREAS, Hall & Ogle Architects, Inc., has submitted a conceptual architectural proposal in the amount of $30,000.00; and

WHEREAS, staff recommends the City Commission authorize the City Manager to enter into an agreement with Hall & Ogle Architects, Inc., for the provision of a schematic design package for the new fire station 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 authorize the City Manager to enter into an agreement with Hall & Ogle Architects, Inc., for the provision of a schematic design package for the new fire station project.

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 28th day of JUNE, 2022.

Attachment: Exhibit A - Resolution 2022-R-44 (2022-R-91 : Construction Plans/CEI Services for the New Fire Station Project)

Attachment: Exhibit A - Resolution 2022-R-44 (2022-R-91 : Construction Plans/CEI Services for the New Fire Station Project)

HALL & OGLE ARCHITECTS, INC.
AA-C000925

208 Magnolia Avenue
Daytona Beach, Florida 32114

PH: (386)255 -6163
FAX: (386)257-5650

Attachment: Exhibit B - Fire Station Architectural Construction Plan Proposal (2022-R-91 : Construction Plans/CEI Services for the New Fire

November 2, 2022

Antoine Khoury P.E.
Public Works Administrative Director
City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

Re: **(Revised)** Architectural/ Engineering Fee Proposal for Replacement Fire Station Construction Documents/ Bidding/ Code Review/ Construction Administration

Mr. Khoury:

Hall & Ogle Architects is pleased to provide you with an Architectural/Engineering Fee Proposal for the above referenced project.

We will provide the architectural/ engineering professional services to develop the approved schematic design package for this project.

Project Scope:

- New 6300 sf station with 3400 sf support areas and 2900 sf equipment bays and storage areas.
- Facility to be a new level IV essential structure (FBC 2020).
- The exterior of facility to be low maintenance, high performing materials to compliment the city's existing main structures.
- The restoration and remodeling of the existing fire station is not a part of this project slope.
- The site work will be developed and enhanced as shown on the schematic design package.
- Review with city personnel fire department – building department zoning department and public works department for any tweaks or design and construction standards that may be required.
- The approved opinion of construction cost is $2,860,000. This will be our guide for a construction budget.

Construction Document Services:

Civil Site Plan:

- Utility plan
- Grading/ paving plan
- Landscape/ irrigation plan
- Misc. site details
- Prepare/ submit/ obtain all local/ state permits for projects

Architectural Site Plan:

- Floor plan
- Dimension plan
- Life safety plan - notes
- Roof plan/ reflected ceiling plan/ details
- (4) Exterior elevations
- (4) Building sections
- (4-6) Wall sections
- Misc. details
- Room finish schedule
- Door / window schedules / details (Note: impact resistant required)
- Project specifications

Structural Plans:

- Foundation plan
- Roof framing plan
- Foundation/ wall details
- Roof framing/ wall details
- Structural specifications – general notes

Mechanical Plans:

- New A/C plan/ details
- A/C details
- Mechanical notes/ specifications
- Provide FBC energy code compliance documentation

Electrical/ Systems Plans:

- Power plan – new
- Lighting plan – new
- Misc. electrical details
- Electrical notes/ specification
- Systems layout/ details
- Emergency generator
- Building ready for fiber optic communications for IT systems

Plumbing Plans:

- Sewer/ water plans/ riser diagrams
- Fixture schedule/ notes
- Misc. details
- Plumbing notes/ specifications

Bidding/ Contractor Selection:

- Answer RFIs/ issue any required addenda items
- Attend pre-bid meetings
- Review bids/ recommend contractor
- Assist contractor in signed/ sealed plans review
- Answer code review comments – issue any required field directives

Construction Administration:

- Attend pre-bid/ pre –construction meetings
- Respond to contractor's request for information (RFIs) during construction and issue field orders as needed
- Review architectural/ engineering submittals
- Attend required job meetings, (2) visits per month provided
- Provide (2) field reports/ month on project progress
- Review/ approve monthly pay applications
- Provide substantial completion inspection with punch list
- Provide final inspection – verify complete punch list
- Review "As-Builts" provided by contractor and operation/ maintenance manuals
- Do a (1) year warranty walk-through with punch list

Additional Services:

Additional services when required by owner or contractor shall be provided by Hall & Ogle at the continuing contract hourly rates*:

Engineer:	$185/ Hr
Architect:	$185/ Hr
CAD Technician:	$ 95/ Hr
Clerical:	$ 75/ Hr

*(Fees in existing contract to be amended if required)

Additional services also include the following:

- Additional project meetings / site visits above what is called for above
- Document reproduction above what is required for project coordination and required submittals
- Project "As-Builts"
- Cost estimating services
- Non-conventional expenses including unanticipated travel / reproduction costs or changes in scope of work past what is defined in this proposal

Fee for Architectural/ Engineering Services:

Architectural:	$ 129,400	
Engineering:	$ 88,600	
Total A/E Fee:	$ **218,000**	
Survey Allowance:	$ 5,200	
Geotechnical Allowance:	$ 5,200	
Reimbursables:	$ 500	
Total Fee:	$ **228,900**	**(Same as Before)**

Exclusions:

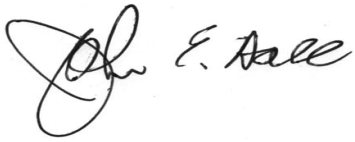
- All permit fees and material testing to be paid by the City.

Attachment: Exhibit B - Fire Station Architectural Construction Plan Proposal (2022-R-91 : Construction Plans/CEI Services for the New Fire

Antoine, please provide copy of contract you wish to use. If it is a continuing services agreement contract, please provide a new copy for review/ signature for this specific project.

Thank you for the opportunity to provide you with this proposal. If you have any questions, please feel free to call anytime to discuss your concerns. If this proposal is acceptable, provide Letter of Acceptance / Notice to Proceed.

Respectfully,



John E. Hall, Principal/President
Hall & Ogle Architects, Inc.

Attachment: Exhibit B - Fire Station Architectural Construction Plan Proposal (2022-R-91 : Construction Plans/CEI Services for the New Fire

PROFESSIONAL CONSULTANT SERVICES AGREEMENT
Continuing Service Contract for
Architectural Services
Request for Qualification (RFQ) #ARC-18-01

THIS AGREEMENT is made and entered into this 12th day of June, 2018, by and between Hall & Ogle Architects, Inc., duly authorized to conduct business in the State of Florida and whose address is 208 Magnolia Ave. Daytona Beach, Florida 32114, hereinafter, called "CONSULTANT" 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 Request for Qualifications (RFQ # **ARC-18-01**), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. 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 which may be exercised at the sole discretion of the City.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONSULTANT will invoice the City monthly based upon the CONSULTANT'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:
John E. Hall, Principal / President
Hall & Ogle Architects, Inc
208 Magnolia Ave.
Daytona Beach, Florida 32114
(386-255-6163

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

Attachment: Exhibit C - Hall & Ogle Continuing Services Agreement through 8-14-23 (2022-R-91 : Construction Plans/CEI Services for the New

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. MODFICATIONS 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 the Consultant have agreed that claims, disputes or other matters in question between the parties to this Agreement shall be first subject to presuit mediation prior to the filing of any legal claims or litigation. Completion of presuit mediation is a condition precedent to litigation. The obligation to mediate is a material and essential provision of this Agreement. Failing agreement of the parties on the selection of a mediator and the date of mediation, mediation shall be conducted pursuant to the Mediation Rules of the American Arbitration Association. All cost of mediation will be equally shared. The laws of the State of Florida shall govern this Agreement. Any legal actions arising from disputes, claims or other matters in question between the parties to this Agreement shall be brought to a state court located in Volusia County Florida, for their resolution. THE PARTIES HEREBY EXPRESSLY WAIVE VENUE IN THE FEDERAL COURTS OF THE UNITED STATES AND WAIVE TRIAL BY JURY.'

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:

_____

WITNESSES:

David Ogle, V.P.

Attachments: A. Firm Rates

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: 8-20-2018

FIRMS

By: John E. Hall

John E. Hall, Principal / President

Dated: 25. JULY. 2018

Approved by the City Commission of the City of Holly Hill at a meeting held on this 14th day of August, 2018 under Agenda Item No. 5, Consent Agenda

Attachment: Exhibit C - Hall & Ogle Continuing Services Agreement through 8-14-23 (2022-R-91 : Construction Plans/CEI Services for the New

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **November 22, 2022**
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 2022-2023 Supply of Water and Wastewater Treatment Chemicals for the Public Works Department and Authorize the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2022-R-92**
APPLICANT:
PLANNER:

DISCUSSION:

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

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 the 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.

STANDARDIZAT*ION*

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).

Piggyback Agreements

The City of Lakeland, FL has an agreement with Airgas USA, LLC to provide their annual supply of carbon dioxide. Airgas has offered to provide this product to Holly Hill under the same competitively bid price agreement they have with the City of Lakeland. This agreement is attached as Exhibit A. The cost of the carbon dioxide is $.368/lb with delivery fees and hazmat fees for each shipment making the annual cost $35,520.00. The Airgas quote is attached as Exhibit B.

CHEMICAL	VENDOR	PRICE
Carbon Dioxide	Airgas USA,LLC	$.368/lb.

Sole Source Vendors

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 Polymer, Praeston/polymer (coagulants), and MicroC2000 (a chemical addition for wastewater nitrification/denitrification biological process) which are utilized in the wastewater plant. Therefore, the following chemicals are recommended as sole source pricing agreements:

CHEMICAL	VENDOR	PRICE
Praestol K260FL/Polymer	Solenis LLC	$2.10/lb
MicroC 2000	Hawkins Inc.	$8.75/gallon

Solenis, LLC's sole source justification form is attached as Exhibit C. Their sole source letter is attached as Exhibit D and their quote is attached as Exhibit E.

Hawkins sole source justification form is attached as Exhibit F. Their sole source letter is attached as Exhibit G and their quote is attached as Exhibit H.

FISCAL ANALYSIS:

The expenditures related to the purchase of chemicals are fully budgeted in the utilities budget covering the water and wastewater divisions. 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 and wastewater divisions.

STAFF RECOMMENDATION:

Approve price agreements for the purchase of Fiscal Year 2022-2023 supply of water and wastewater treatment chemicals for the Public Works Department and authorize the 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 2022-2023 SUPPLY OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS.

ATTACHMENTS:

- Exhibit A - City of Lakeland Contract with Airgas through May 19, 2023(PDF)
- Exhibit B - Airgas CO2 Quote (PDF)
- Exhibit C - Solenis LLC Sole Source Justification (PDF)
- Exhibit D - Solenis Sole Source Letter (PDF)
- Exhibit E -Solenis Quote (PDF)
- Exhibit F - Hawkins Inc. Sole Source Justification (PDF)
- Exhibit G- Hawkins Inc. Sole Source Letter (PDF)
- Exhibit H - Hawkins Inc. Quote (PDF)

Resolution No. 2022-92

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2022-2023 SUPPLY OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; 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 2022-2023 SUPPLY OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, 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.); and

WHEREAS, By Policy 2.24 section F of the Holly Hill purchasing policy manual; "Standardization procurement is exempt from bidding procedures"; and

WHEREAS, the City Commission approves the price agreements for the purchase of Fiscal Year 2022-2023 supply of water and wastewater 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 2022-23 supply of water and wastewater 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 22nd day of NOVEMBER, 2022.

CONTRACT AGREEMENT
Annual Supply of Carbon Dioxide

This Contract Agreement, ("Agreement") is made as of May 19, 2022, ("Effective Date") by and between the City of Lakeland ("the City"), a municipality organized and existing in accordance with the laws of the State of Florida, located at 228 South Massachusetts Ave. Lakeland, FL 33801, and Airgas USA, LLC ("Contractor"), authorized to do business in the State of Florida, with offices located at 5249 Tampa West Blvd., Tampa, FL 33634.

In consideration of the mutual promises contained herein, the City and the Contractor agree as follows:

ARTICLE 1 – DURATION and EXTENSION
This Agreement shall become effective upon signature by both parties, as of the Effective Date shown above, shall remain in effect for an initial term of one (1) year, and shall have five (5) available one (1) year renewal options available for exercise by the City, upon satisfactory performance by the Contractor, continued need for the services, mutual written agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the City is under no obligation to renew this Agreement. It is further expressly understood that the option of renewal is exercisable only by the City, and only upon the City's determination that renewal is necessary and/or in the best interest of the City.

ARTICLE 2 - CONTRACT DOCUMENTS
The term "Contract Documents" shall include this Agreement, any duly executed amendments, addenda, and/or exhibits hereto.

ARTICLE 3 - SERVICES
During the duration as set forth in Article 1, the City agrees to purchase Carbon Dioxide from Contractor, and the Contractor agrees to supply such Carbon Dioxide in accordance with the terms and conditions herein ("Services").

ARTICLE 4 – SCHEDULE
Contractor will deliver Carbon Dioxide on dates or a schedule as mutually agreed to, in writing, by the parties.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES
A. The City shall compensate the Contractor based upon the Unit Price of $.238 per pound of carbon dioxide, $75.00 for telemetry, $90.00 for delivery, and $50.00 for hazmat charges. Payment to Contractor is due no later than forty-five (45) days after the receipt of the invoice in accordance with Florida Statute §218.74 et.seq., the Local Government Prompt Payment Act. If payment is not made, when and as due, Contractor may exercise its rights available in Article 9 (A).

B. Prices are to remain firm for the first year and will thereafter be renegotiated annually or for each renewal period. Additionally, in the event of an extraordinary increase in Contractor's cost to obtain, manufacture, or distribute Carbon Dioxide, ("Extraordinary Circumstances") Contractor may either increase the Carbon Dioxide price or add a surcharge to invoices. During any period where Contractor has increased the price for Carbon Dioxide or added a surcharge to invoices due to Extraordinary Circumstances, the City may either (a) pay the additional charges (b) obtain Carbon Dioxide from other suppliers, or (c) terminate this Agreement.

C. After each delivery, the Contractor shall bill the City for services satisfactorily performed, and materials satisfactorily delivered. The submitted invoice shall constitute the Contractor's certification to the City that:

1. The Contractor has billed the City for all services rendered by it and any of its Contractors or sub-contractors through the date of the invoice;
2. As of the date of the invoice, no other outstanding amounts are due from the City to the Contractor for services rendered;
3. The reimbursable expenses, if any, have been reasonably incurred; and
4. The amount requested is currently due and owing.

D. Contractor shall invoice City using Contractor's standard invoice format, bills/invoices submitted by the Contractor

Attachment: Exhibit A - City of Lakeland Contract with Airgas through May 19, 2023 (2022-R-92 : Wastewater Treatment Plant Chemical

shall include the following information as a minimum:

- Vendor Information (Full legal Name, Address, Phone, Fax, Email)
- Date of Invoice, Invoice Number
- Unit Price of Product, Total Price of Invoice
- Quantities Provided, Date(s) of Service, Location(s) Delivered To

The City may return a bill/invoice from the Contractor and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.

E. Reserved.

F. Unless otherwise notified, bills/invoices should be delivered to:

City of Lakeland
City Hall Accounts Payable
228 South Massachusetts Ave
Lakeland, FL 33801

G. Ship to address
Combee Water Treatment Plant
2450 Old Combee Rd
Lakeland, FL 33805

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

ARTICLE 7 – ARREARS

The Contractor shall not pledge the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 8 – RESERVED

ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE

A. Should the City fail to perform (default) under the terms of this Agreement, then the Contractor shall provide written notice to the City, which such notice shall include a timeframe of no fewer than fifteen (15) business days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.

B. Should the Contractor fail to perform (default) under the terms of this Agreement, then the City shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than fifteen(15) calendar days from the date the notice is received, in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.

C. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.

D. Upon receipt of a notice of termination, except as otherwise directed by the City in writing, the Contractor shall:

1. Stop work on the date to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
4. Continue and complete all parts of the work that have not been terminated.

Attachment: Exhibit A - City of Lakeland Contract with Airgas through May 19, 2023 (2022-R-92 : Wastewater Treatment Plant Chemical

ARTICLE 10 – PERSONNEL
The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the City.

All Work required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

The Contractor warrants that all Work shall be performed by skilled and competent personnel, and in accordance with industry standards. The Contractor is responsible for the timely completion of all work performed hereunder and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

ARTICLE 11 – SUBCONTRACTING
The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Contractor shall promptly do so.

The City reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 12 – EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY
As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement.

b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. The City and Contractor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.

e. Contractor acknowledges that, in the event that the City terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination.

Contractor shall incorporate in all subcontracts made pursuant to this Agreement the provisions contained herein regarding employment eligibility.

ARTICLE 13 – FEDERAL AND STATE TAX
In accordance with Local, State, and Federal law, the City is exempt from the payment of Sales and Use Taxes. The City shall provide a tax exemption certificate to the Contractor upon request. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the City and by the Contractor that the Contractor shall not be authorized to use the City's Tax Exemption status in any manner.

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or

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withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Contractor's performance under this Agreement.

ARTICLE 14 – AVAILABILITY OF FUNDS
The City's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the City of Lakeland City Commission. Payment made under this Agreement shall not exceed the amount appropriate in the City's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the City of Lakeland City Commission to appropriate such funds for the payment of services provided under this Agreement during any given City fiscal year. Moreover, it is expressly noted that the Contractor cannot demand that the City provide any such funds in any given City Fiscal Year.

ARTICLE 15 - INSURANCE
The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the City. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the City prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract. Contractor shall provide thirty (30) days prior written notice to the City prior to any material change or cancellation of the insurance. With respect to General Liability and Automobile Liability, the City shall be included as an additional insured, but only with respect to those matters for which Contractor is obligated to indemnify the City under the terms of this Agreement and only to the extent of Contractor's said indemnification obligation. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

Certificate Holder Address: City of Lakeland
228 South Massachusetts Ave
Lakeland, FL 33801

The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with limits of $1,000,000 per occurrence, $2,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with limits of $300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

ARTICLE 16 - RESERVED

ARTICLE 17 – SUCCESSORS AND ASSIGNS
The City and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the City nor the Contractor shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Contractor.

ARTICLE 18 – NO THIRD PARTY BENEFICIARIES
It is expressly understood by the City, and the Contractor, and this Agreement explicitly states that no third party

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beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 19 – REMEDIES

TO THE EXTENT ALLOWED BY FLORIDA LAW AND WITHOUT WAIVING THE CITY'S SOVEREIGN IMMUNITY, NEITHER CONTRACTOR NOR CONTRACTOR'S SUPPLIERS OF PRODUCTS SHALL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES. CONTRACTOR'S SOLE LIABILITY AND THE CITY'S SOLE REMEDY FOR ANY DAMAGES CAUSED BY DELIVERY OF NON-CONFORMING PRODUCTS AND/OR CONTRACTOR'S FAILURE TO DELIVER PRODUCTS SHALL BE LIMITED TO THE REFUND OF THE PURCHASE PRICE OR REPLACEMENT OF THE PRODUCT OR SERVICE IN QUESTION. CONTRACTOR'S SOLE LIABILITY AND THE CITY'S SOLE REMEDY DURING THE TERM OF THIS AGREEMENT FOR ALL OTHER CLAIMS, LOSSES, OR DAMAGES ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT OR ITS PERFORMANCE HEREUNDER SHALL BE LIMITED TO $25,000 FOR EACH ONE (1) YEAR TERM OF THE AGREEMENT.

ARTICLE 20 – CONFLICT OF INTEREST

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the City, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the City, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The City agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the City shall so state in the notification and the Contractor shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Contractor under the terms of this Agreement.

ARTICLE 21 – EXCUSABLE DELAYS; ALLOCATION

The Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Contractor's control. Such cases may include, but are not limited to: acts of God; the City's ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions. If sufficient Carbon Dioxide is not available from Contractor's normal source of supply for any reason, Contractor may allocate Carbon Dioxide among its own requirements and its customers. Contractor will make reasonable efforts to obtain additional Carbon Dioxide from other sources, provided the City shall pay all additional costs associated with such. Allocation in regard to this Article will completely satisfy and discharge Contractor's supply obligations and Contractor will, therefore, not be deemed to be in breach of such obligations.

ARTICLE 22 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The City and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 23 – INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent Contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Contractor's sole

Attachment: Exhibit A - City of Lakeland Contract with Airgas through May 19, 2023 (2022-R-92 : Wastewater Treatment Plant Chemical

direction, supervision, and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent Contractor and not as employees or agents of the City. The Contractor does not have the power or authority to bind the City in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 24 – CONTINGENT FEES
Pursuant to Section 287.055(6), Florida Statutes, 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 any other consideration contingent upon or resulting from the award or making of this Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the City may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

ARTICLE 25 – ACCESS AND AUDITS
The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the City's cost, upon five (5) days written notice.

ARTICLE 26 – NONDISCRIMINATION
The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 27 – ENTIRETY OF CONTRACTUAL AGREEMENT
The City and the Contractor agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the City, and the Contractor.

ARTICLE 28 – ENFORCEMENT COSTS
If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 29 – COMPLIANCE WITH APPLICABLE LAWS
Both the City and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

ARTICLE 30 – AUTHORITY TO PRACTICE
The Contractor hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

ARTICLE 31 – SEVERABILITY
If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Attachment: Exhibit A - City of Lakeland Contract with Airgas through May 19, 2023 (2022-R-92 : Wastewater Treatment Plant Chemical

ARTICLE 32 - AMENDMENTS AND MODIFICATIONS
No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

ARTICLE 33 – FLORIDA LAW, JURISDICTION & VENUE
This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in the state courts of Polk County, Florida.

ARTICLE 34 – ARBITRATION
The City shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 35 - NOTICES
All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the City shall be mailed to:

City of Lakeland
Attn: Lisa Moore
228 South Massachusetts Ave
Lakeland, FL 33801

And if sent to the Contractor shall be mailed to:

Airgas USA, LLC
Attn: VP of Bulk Gases
5249 Tampa West Blvd
Tampa, Florida 33634

ARTICLE 36 - HEADINGS
The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

ARTICLE 37 – PUBLIC RECORDS

A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the City, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the City under this Agreement, Contractor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the Services;

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

(3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City; and

(4) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the Services.

Attachment: Exhibit A - City of Lakeland Contract with Airgas through May 19, 2023 (2022-R-92 : Wastewater Treatment Plant Chemical

If the Contractor transfers all public records to the City upon completion of this Agreement, 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 this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the City's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 228 South Massachusetts Ave Lakeland, FL 33801. Kevin Cook, Director of Communications | 863.834.6284 | kevin.cook@[redacted].net

ARTICLE 38 – SURVIVAL
It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

ARTICLE 39 – AUTHORITY TO EXECUTE
Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

ARTICLE 40- DELIVERIES
Bulk, including mini and microbulk, storage sites shall be accessible for delivery twenty-four hours per day, seven days a week. Contractor may refuse to deliver product(s) to any City location if Contractor reasonably believes that such location is unsafe or violates any applicable law or regulation, and Contractor shall not be liable for such refusal to deliver, provided Contractor notifies the City of the nature of the unsafe condition or violation. Title and risk of loss of the products shall pass to City upon delivery into the storage vessel. City shall monitor product levels and give Contractor reasonable, advance notice of changes in product volume and/or patterns of use. Deliveries of product shall be accurately measured by Contractor in accordance with industry standards.

ARTICLE 41- WARRANTY
Contractor warrants that, at the time of delivery, all gas products furnished hereunder will comply with Compressed Gas Association (CGA) guidelines. Any other products sold by Contractor will conform to Contractor's or manufacturer's standard specifications. Contractor makes no warranty with respect to products manufactured by others, but will, on request, to the extent permitted, pass on to City any applicable manufacturer's warranty. Contractor warrants that the services shall be performed in a good and workmanlike manner. CONTRACTOR SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE. CONTRACTOR MAKES NO WARRANTIES OF ANY KIND FOR ANY TECHNICAL ADVICE PROVIDED BY CONTRACTOR TO CITY AND ASSUMES NO OBLIGATION OR LIABILITY FOR ANY SUCH TECHNICAL ADVICE WITH REFERENCE TO THE USE OF PRODUCTS OR RESULTS WHICH MAY BE OBTAINED THEREFROM, AND ALL SUCH ADVICE IF GIVEN AND ACCEPTED IS AT CITY'S SOLE RISK.

Attachment: Exhibit A - City of Lakeland Contract with Airgas through May 19, 2023 (2022-R-92 : Wastewater Treatment Plant Chemical

ARTICLE 42: COMPLIANCE; SDS

City shall instruct its employees and agents to comply, and at all times City shall comply, with all applicable federal, state and local statutes, regulations and laws regarding the safe handling, transportation, purchase and use of the products, including without limitation all relevant reporting obligations under the Emergency Planning and Community Right-To-Know Act, the Occupational Safety and Health Act, and applicable regulations thereunder, and the Foreign Corrupt Practices Act of 1977, as well as any applicable licenses and consents required by such statutes, regulations, laws and regulations, which licenses and consents shall be obtained by City. City acknowledges and agrees that Seller has provided City with all relevant Safety Data Sheets (SDS). Additional SDSs and copies are available: (i) at the local Airgas branch; (ii) by calling 919-368-8518; or (iii) by logging on to www.airgas.com/sds-search. City understands that the products must not be used without first consulting the SDS.

ARTICLE 43: CITY'S RESPONSIBILITIES:

Products are sold on the condition that they be handled, used and disposed of in conformance with recognized industry and professional standards, including those related to the protection of human health and the environment. City acknowledges that there are hazards associated with the use of the products, that it understands such hazards, and that it is the responsibility of City to warn and protect all those exposed to such hazards. It is City's responsibility to ensure that: (i) the installation and/or use of the products complies with all applicable laws, codes or regulations for the relevant jurisdiction; (ii) the products are safe for the intended use; and (iii) the products are handled in a safe and professional manner. After delivery of products to City pursuant to this Agreement, City assumes all risk and liability arising out of the onsite storage and use of the products.

Attachment: Exhibit A - City of Lakeland Contract with Airgas through May 19, 2023 (2022-R-92 : Wastewater Treatment Plant Chemical

IN WITNESS WHEREOF, authorized representatives of the City and Contractor have executed this Agreement on the day and year below noted.

CITY:

City of Lakeland, FL
Full Legal Name

Signature City Representative

M. Shawn Sherrouse
Printed Name – City Representative

5-24-22
Date of Execution

ATTEST:

for Deborah M. Cason
Kelly S. Koos, City Clerk

5-24-22
Date of Execution

Approved as to form and correctness:

Palmer C. Davis, City Attorney

5-24-22
Date of Execution

CONTRACTOR:

Airgas USA, LLC
Full Legal Company Name

Signature of Contractor Representative

Printed Name & Title

5/19/2022
Date of Execution

J Edwin Robertson, Jr
President
Airgas USA, LLC - South Region

CITY OF LAKELAND, FLORIDA
INCORPORATED
JAN. 1, 1885

Attachment: Exhibit A - City of Lakeland Contract with Airgas through May 19, 2023 (2022-R-92 : Wastewater Treatment Plant Chemical

Airgas
an Air Liquide company

One year CO2 supply, Piggyback Agreement on the City of Lakeland Agreement between Airgas USA, LLC and the City of Holly Hill, FL dated May 19, 2022

Term: 10/1/2022-9/30/2023. City of Lakeland Reference Bid No. 1278A.

City of Holly Hill customer #'s: 3146213, 3145371

Buyer's billing address: 1065 Ridgewood Ave Holly Hill, FL 32117

Buyer's ship to address: 453 LPGA Blvd. Daytona Beach, FL 32117

Product	Estimated Monthly Volume	Unit of Measure	Price/Unit	Equipment	Monthly Facility Fee
CO2	6,000 lbs	lb.	$.368/lb.	Customer owned 6 ton	$0.00

Delivery charge: $135.00

Hazmat fee: $65.00

City of Holly Hill (Buyer)
Accepted By: [signature]
Printed Name: ANDREW ARMSTRONG
Title: Authorized Representative Date: 10/12/22

AIRGAS USA, LLC (Seller)
Submitted By: Brian McHale
Accepted By:
Printed Name:
Title: Date:

Attachment: Exhibit B - Airgas CO2 Quote (2022-R-92 : Wastewater Treatment Plant Chemical Purchases for FY22-23)

City of Holly Hill

Finance Department
1065 Ridgewood Ave.
Holly Hill, FL 32117

SOLE SOURCE JUSTIFICATION

TO: Finance Department	**FROM:** John Dally
Subject - Purchase of: Polymer Praestol K260FL	**REQUISITION #:** _____
Requested Supplier – Contact: _____	City, State, Zip: Wilmington DE 19808
Company: Solenis LLC	Phone: 866-280-9090
Address: 500 Hercules Rd.	Estimated Cost: $ 49,140.00

Statement of Need: My recommendation for sole source is based upon an objective review of the product/servi being required and appears to be in the best interest of the City. I know of no conflict of interest on my part involved in any way with this request. No gratuities, favors or compromising actions have taken place. Neith has my personal familiarity with particular brands, types of equipment, materials or firms been a decidin influence on my request to sole source this purchase when there are other known suppliers to exist.

Sole Source Justification: Mark those that apply.

☒ 1. Sole source request is for the original manufacturer or provider; there are no regional distributors. (Attach the manufacturers written certification that no regional distributors exist. Item 4 must also be checked).

☐ 2. Sole source request is for the only area distributor of the original manufacturer or provider. (Attach the manufacturers -not the distributors - written certification that identifies all regional distributors. Item 4 also must be checked).

☐ 3. The parts/equipment are not interchangeable with similar parts of another manufacturer. (Explain in comments or separate memorandum).

☒ 4. This is the only known item or service that will meet the specialized needs of this department or perform the intended function. (Attach memorandum with details of specialized function or application).

☐ 5. The parts/equipment are required from this source to facilitate maintenance standardization. (Attach memorandun describing the basis for the standardization request).

☐ 6. None of the above applies. A detailed explanation and justification for this sole source request is contained in the attached memorandum.

Division Head Signature: _____ Date: 10/25/22

Department Head Signature: Antoine L Thomas Date: 11-2-2022

Comments:

Polymer for DAF

Finance Approval: _____ Date: _____

City Manager Approval (if required): _____ Date: _____

Attachment: Exhibit C - Solenis LLC Sole Source Justification (2022-R-92 : Wastewater Treatment Plant Chemical Purchases for FY22-23)

SOLENIS
Strong bonds. Trusted solutions.

Mr. John R. Dally
Chief Wastewater Operator
Dept. of Public Works
453 LPGA Blvd.
Holly Hill, FL 32117

Dear Mr. Dally,

Solenis LLC is a major global producer of water treatment polymers, including both dry and emulsion wastewater flocculants, dispersants, selected antiscalants and other innovative products. Solenis is the sole source of manufacture for PRAESTOL K 260 FL as sold to the City of Holly Hill, FL. No company other than Solenis may manufacture Praestol.

PRAESTOL© is made at the manufacturing plant located at:

SOLENIS LLC
2401 Doyle Street
Greensboro, NC 27406

Please feel free to contact me if you have any questions.

Sincerely,

Chelsea Vaughan-Burns
Administrative Assistant
Municipal Business

Attachment: Exhibit D - Solenis Sole Source Letter (2022-R-92 : Wastewater Treatment Plant Chemical Purchases for FY22-23)

The City of Holly Hill

John Dally <jdally@hollyhillfl.org>

City Of Holly Hill Fl Polymer.

3 messages

John Dally <jdally@hollyhillfl.org> Mon, Oct 10, 2022 at 11:57 AM
To: bidders@solenis.com

I need pricing for the polymer that you currently supply the city with K260FL. This is for my fiscal year 10/01/22 through 09/30/2023.

--
John R. Dally, Chief WWTP Operator
Department of Public Works
City of Holly Hill
453 LPGA Boulevard
Holly Hill, FL 32117
386-248-9463 (office)
386-334-9801 (mobile)
386-248-9499 (fax)
jdally@hollyhillfl.org
www.hollyhillfl.org

Bidders <Bidders@solenis.com> Mon, Oct 24, 2022 at 11:31 AM
To: "jdally@hollyhillfl.org" <jdally@hollyhillfl.org>

Your message

To: Bidders
Subject: City Of Holly Hill Fl Polymer.
Sent: Monday, October 10, 2022 11:57:44 AM (UTC-05:00) Eastern Time (US & Canada)

was read on Monday, October 24, 2022 11:30:58 AM (UTC-05:00) Eastern Time (US & Canada).

Chelsea Vaughan-Burns <cvaughanburns@solenis.com> Mon, Oct 24, 2022 at 11:32 AM
To: John Dally <jdally@hollyhillfl.org>
Cc: Daniel McGuire <DMcGuire@solenis.com>

Hi John,

Apologies for the delay in my response. The pricing we can give you for the below time frame is 2.10/lb delivered. There will be no surcharge moving forward. It will just be a straight price of 2.10/lb. Please let Dan or myself know if you have any questions.

Regards,

Chelsea Vaughan-Burns

Business Support Analyst
Industrial Solutions

Attachment: Exhibit E -Solenis Quote (2022-R-92 : Wastewater Treatment Plant Chemical Purchases for FY22-23)

Solenis LLC
2475 Pinnacle Drive, Wilmington, DE 19803

Cell: 302-333-5938
Office: +1 302-502-0802

Twitter | LinkedIn | solenis.com

Solenis is a 2022 US Best Managed Company

From: John Dally <jdally@hollyhillfl.org>
Sent: Monday, October 10, 2022 11:58 AM
To: Bidders <Bidders@solenis.com>
Subject: City Of Holly Hill Fl Polymer.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

[Quoted text hidden]

Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. The City of Holly Hill's policy does not differentiate between personal and business emails. This means email messages, including your e-mail address and any attachments and information we receive online might be disclosed to any person or media making a public records request. E-mail sent on the City system will be considered public and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If you are an individual whose identifying information is exempt under 119.071, Florida Statutes, please so indicate in your email or other communication. If you have any questions about the Florida public records law refer to Chapter 119 Florida Statutes.

Disclaimer: *This email contains information which may be privileged, confidential, proprietary, trade secret and/or otherwise legally protected. If you are not the intended recipient, please do not distribute this email. Instead, please delete this email from your system, and notify us that you received it in error. No waiver of any applicable privileges or legal protections is intended, nothing herein shall constitute such a waiver, and all rights are reserved.*

Attachment: Exhibit E -Solenis Quote (2022-R-92 : Wastewater Treatment Plant Chemical Purchases for FY22-23)

City of Holly Hill

Finance Department
1065 Ridgewood Ave.
Holly Hill, FL 32117

SOLE SOURCE JUSTIFICATION

TO: Finance Department	**FROM:** John Dally
Subject - Purchase of: MICRO-C-2000	**REQUISITION #:** _____
Requested Supplier – Contact: Tom Tedrick Company: Hawkins Inc. Address: 2381 Rosegate St.	City, State, Zip: Roseville, MN 55113 Phone: 800-330-1369 Estimated Cost: $_ 77,000

Statement of Need: My recommendation for sole source is based upon an objective review of the product/servi being required and appears to be in the best interest of the City. I know of no conflict of interest on my part involved in any way with this request. No gratuities, favors or compromising actions have taken place. Neither ha my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Sole Source Justification: Mark those that apply.

☐ 1. Sole source request is for the original manufacturer or provider; there are no regional distributors. (Attach the manufacturers written certification that no regional distributors exist. Item 4 must also be checked).

☑ 2. Sole source request is for the only area distributor of the original manufacturer or provider. (Attach the manufacturers -not the distributors - written certification that identifies all regional distributors. Item 4 also must be checked).

☐ 3. The parts/equipment are not interchangeable with similar parts of another manufacturer. (Explain in comments or separate memorandum).

☑ 4. This is the only known item or service that will meet the specialized needs of this department or perform the intended function. (Attach memorandum with details of specialized function or application).

☐ 5. The parts/equipment are required from this source to facilitate maintenance standardization. (Attach memorandun describing the basis for the standardization request).

☐ 6. None of the above applies. A detailed explanation and justification for this sole source request is contained in the attached memorandum.

Division Head Signature: _____ Date: 11-2-22

Department Head Signature: _____ Date: 11-2-22

Comments:

Finance Approval: _____ Date: _____

City Manager Approval (if required): _____ Date: _____

Attachment: Exhibit F - Hawkins Inc. Sole Source Justification (2022-R-92 : Wastewater Treatment Plant Chemical Purchases for FY22-23)

Evan Brown
Environmental Operating Solutions, Inc. (EOSi)
53 Portside Drive,
Pocasset, MA 02559

October 26, 2020

John Dally
jdally@hollyhillfl.org
City of Holly Hill, FL
1065 Ridgewood Avenue,
Holly Hill, Florida 32117

Dear John,

This letter is to inform you that Environmental Operating Solutions, Inc. (EOSi), a corporation with principal address at 53 Portside Drive, Pocasset, MA 02559, is the sole manufacturer of the MicroC® 2000 product.

This letter is also to inform you that the sole municipal distributor for MicroC® 2000 in the state of Florida is Hawkins, Inc., located at 2263 Clark Street, Apopka, FL 32703.

Please feel free to contact me at (336) 207-5616 if you have any questions or require additional information.

Sincerely,

Evan Brown
Southeast Territory Manager

160 MacArthur Boulevard, Suite 6, Bourne, MA 02532-3919 | TOLL FREE: 1-866-MicroC-1 | PHONE: (508) 743-8440 | FAX: (508) 743-8443
EMAIL: info@eosenvironmental.com | ONLINE: www.eosenvironmental.com OR www.MicroC.com

Attachment: Exhibit G- Hawkins Inc. Sole Source Letter (2022-R-92 : Wastewater Treatment Plant Chemical Purchases for FY22-23)

The City of Holly Hill

John Dally <jdally@hollyhillfl.org>

Micro C 2000 pricing

5 messages

John Dally <jdally@hollyhillfl.org> Wed, May 12, 2021 at 9:19 AM
To: Tom Tedrick <Tom.Tedrick@hawkinsinc.com>

Tom, I'm doing the budget for next year and need the pricing on the MicroC 2000 for my fiscal year October 1, 2021 to September 30, 2022. Thanks.

--
John R. Dally, Chief WWTP Operator
Department of Public Works
City of Holly Hill
453 LPGA Boulevard
Holly Hill, FL 32117
386-248-9463 (office)
386-248-9499 (fax)
jdally@hollyhillfl.org
www.hollyhillfl.org

John Dally <jdally@hollyhillfl.org> Wed, Sep 21, 2022 at 8:46 AM
To: Tom Tedrick <Tom.Tedrick@hawkinsinc.com>

Tom, I still haven't received pricing yet and I have to go to commission next week.
[Quoted text hidden]
[Quoted text hidden]
386-334-9801 (mobile)
386-248-9499 (fax)
jdally@hollyhillfl.org
www.hollyhillfl.org

Tom Tedrick <Tom.Tedrick@hawkinsinc.com> Wed, Sep 21, 2022 at 12:13 PM
To: John Dally <jdally@hollyhillfl.org>

John,

So sorry for the delay!! Just spoke with the manager, we can lock in $8.75 per gallon for the upcoming fiscal year on a piggyback (if needed)

Thanks,

Tom Tedrick | Technical Applications Specialist

2263 Clark Street | Apopka, FL 32703
| Office: 800.330.1369| Fax: 800.524.9315 | Cell: 386.837.9466
Tom.Tedrick@HawkinsInc.com |sales.dumont@hawkinsinc.com

Attachment: Exhibit H - Hawkins Inc. Quote (2022-R-92 : Wastewater Treatment Plant Chemical Purchases for FY22-23)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **November 22, 2022**
FROM: **Joseph Forte**
SUBJECT: **A Resolution of the City of Holly Hill, Florida, Waiving Formal Bidding for Retaining Entertainment, Goods and Services for Events at Pictona; Providing for Terms and Conditions of Retaining, Managing and Compensating Events; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.**
NUMBER: **2022-R-93**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill (City) has the right to utilize the Pictona Stadium facilities pursuant to a Second Amendment to the Pictona Management Agreement between the City and Pictona of Holly Hill, Inc.

The City entered into a contract with Rick Hamilton, as the Director of City Events, to provide assistance to the City in retaining entertainment, goods and services, and managing the City's non-tournament events at Pictona. Each entertainer and each event is unique and who the City retains will take into consideration such uniqueness, which is not suitable for competitive bidding. These events will mainly occur on weekends and it is customary in the entertainment industry for the services to be compensated immediately after the performance or event ends.

The City needs to develop a payment procedure for these events that accommodates the payment for services in a timely manner while also protecting the City's interest.

The Manager is requesting the City purchasing policy be waived so that entertainers and ancillary providers of goods and services can be retained through negotiation without regard to the cost being the primary reason for decision making and requesting the authority to delegate to the Director of City Events, the ability to negotiate and retain entertainment on behalf of the City pursuant to the waiver.

The City Finance Director will establish a payment policy to timely pay for the entertainment and services at events consistent with industry practice that also protects the City's interest. This may include the Director of City Events approving the goods and services received and authorizing payment.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

To approve the resolution waiving the purchasing policy and authorize the City Manager or the Director of City Events to negotiate on behalf of the city and for the Finance Director to establish a payment policy.

COMMISSION GOAL:

Goal #3: Implement the CRA master plan with a focus on the best utilization of vacant properties and blighted properties in the city. Attention should also focus on infrastructure improvements within the district and strategies to encourage private investment and business retention; and,

Goal #5: Promote a small town city "branding" that focuses on the city's accessible staff and interactive use of technologies (i.e. city website), the city's business friendly approach to attract and retain business, and the city's available open space, parks, and waterfront amenities that enhance the quality of life for citizens.

MOTION:

TO APPROVE THE RESOLUTION WAIVING THE PURCHASING POLICY AND AUTHORIZE THE CITY MANAGER OR THE DIRECTOR OF CITY EVENTS TO NEGOTIATE ON BEHALF OF THE CITY AND FOR THE FINANCE DIRECTOR TO ESTABLISH A PAYMENT POLICY.

Resolution No. 2022-93

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, WAIVING FORMAL BIDDING FOR RETAINING ENTERTAINMENT, GOODS AND SERVICES FOR EVENTS AT PICTONA; PROVIDING FOR TERMS AND CONDITIONS OF RETAINING, MANAGING AND COMPENSATING EVENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, WAIVING FORMAL BIDDING FOR RETAINING ENTERTAINMENT, GOODS AND SERVICES FOR EVENTS AT PICTONA; PROVIDING FOR TERMS AND CONDITIONS OF RETAINING, MANAGING AND COMPENSATING EVENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill (City) has the right to utilize the Pictona facilities pursuant to a Second Amendment to the Pictona Management Agreement between the City and Pictona of Holly Hill, Inc.; and

WHEREAS, the City entered into a contract with Rick Hamilton, as the Director of City Events, to provide assistance to the City in retaining entertainment, goods and services, and managing the City's non-tournament events at Pictona; and

WHEREAS, each entertainer and each event is unique and who the City retains will take into consideration such uniqueness, which is not suitable for competitive bidding; and

WHEREAS, these events will mainly occur on weekends and it is customary in the entertainment industry for the services to be compensated immediately after the performance or event ends; and

WHEREAS, the City needs to develop a payment procedure for these events that accommodates the payment for services in a timely manner while also protecting the City's

interest.

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

SECTION 1. The City Commission of the City of Holly Hill hereby approves the following for retaining entertainers and managing events at Pictona:

1) The City purchasing policy is hereby waived so that entertainers and ancillary providers of goods and services can be retained through negotiation without regard to the cost being the primary reason for decision making.

2) The City Manager has the authority to delegate to the Director of City Events, the ability to negotiate and retain entertainment on behalf of the City pursuant to the waiver authorized in (1) above.

3) The City Manager is hereby directed to establish a payment policy to timely pay for the entertainment and services at events consistent with industry practice that also protects the City's interest. This may include the Director of City Events approving the goods and services received and authorizing payment.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, 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 resolutions made in conflict with this Resolution are

hereby repealed.

SECTION 4. That this Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 22nd day of NOVEMBER, 2022.

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: November 22, 2022
FROM: Brian Walker
SUBJECT: FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit "A" from B-4 (Highway Business District) to BPUD (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.
NUMBER: 2022-O-3058
APPLICANT: Brian Walker
PLANNER:

INTRODUCTION:

Blue Penguin Car Wash PD Rezone - Consider a Rezone from B-4 (Highway Business District) to BPUD (Business Planned Unit Development) with the associated Development Agreement and Preliminary Plan, for approximately 1.25 acres located on the southeast corner of Nova Road and Flomich Street and extending east to Sunset Lane, and more specifically known as 1117 Flomich Street, and 1885 N Nova Road. (Edward McDonald of Thomas Engineering Group, Applicant) District 4 - Commissioner Johnson (Brian Walker, City Planner).

The subject property is zoned B-4 (Highway Business District) and has a future land use of General Commercial. The applicant is requesting a rezone to BPUD (Business Planned Unit Development) in order for the contract purchaser to develop an automated car wash with the usual associated activities. The property is currently the location of an abandoned commercial building on the west, at the corner of Nova Road and Flomich Street, and a 1,230 square foot house built in 1955, on the east, at the corner of Flomich Street and Sunset Lane. The existing buildings will be demolished.

The development of the property will be guided by a development agreement that list the permitted uses as well as development standards such as enhanced buffers and landscaping.

COMPREHENSIVE PLAN (FLU) AND ZONING ANALYSIS:

Adjacent land uses and zoning are as follows:

North: FLU is General Commercial and Zoning is B-4
South: FLU is General Commercial and Zoning is B-4
East: FLU is Low Density Residential and Zoning is R-5 (Two-Family Residential District)
West: FLU is General Commercial and Zoning is CC-1

SITE ANALYSIS

Floodplain Impacts:
Based on FIRM Map 12127C0352H, and all available topographic maps, the property is not in a Special Flood Hazard Area.

Wetland Impacts:
Based on preliminary wetland map analysis, there are no wetlands on the subject property.

Utilities:
The site is located in the City of Holly Hill utility service area and will be required to connect to the City's public utilities.

Transportation/Traffic:
Access to the property is currently from Nova Road and Flomich Street. The project also proposes access from Sunset Lane.

Drainage:
A stormwater management system is proposed and required as a condition of developing the property.

Sidewalks:
There is an existing sidewalk along the east side of N Nova Road. A sidewalk along the project frontage on Sunset Lane will be required or the applicant/developer shall pay into the City's sidewalk fund.

Landscaping and Buffers:
Landscaping and buffers will be required per the Conceptual Preliminary Development Plan. Landscaping above and beyond basic code requirements is proposed.

REVIEW OF THE REZONE APPLICATION

Sec. 82-372. - provides the following criteria, which the Board of Planning and Appeals and City Commission shall utilize in reviewing a rezoning request:

(1) Whether it is consistent with all adopted elements of 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 ratio of building floor area (FAR) for the General Commercial Development future land use designation shall not exceed 1.95. The proposed development's FAR will not exceed this ratio.

Per Policy FLU 1.1.5, the City is compelled to review the rezone request for consistency with the uses, density, and compatibility of the Comprehensive Plan. The uses and density proposed within this Business Planned Unit Development (BPUD) zoning classification are compatible with the General Commercial Development future land use designation as well as with existing adjacent land uses.

(2) Its impact upon the environment or natural resources.
The property is located in a busy commercial area of the City. The site contains a vacant commercial structure, and a vacant house, and related impervious surfaces. Although trees will be removed as part of the project's development, there will be replacement trees planted as well as landscaped buffers. A stormwater system will also be provided to handle storm related run-off. The development will not have any known negative affects upon the environment or natural resources.

(3) Its impact upon the economy of any affected area.
The site currently contains a 900 square foot vacant building built in 1987, and a vacant house built in 1955. Upon development, the site will contain a new business and development meeting current code.

(4) Its impact upon any existing necessary governmental services such as schools, sewage disposal, solid waste or transportation systems.
The rezone allowing an automated car wash is expected to place appropriate and usual demands upon the City's water, sewerage and transportation systems. The development will occur in a commercial area where such services are available. No new services are expected to be required.

(5) Any changes in circumstances or conditions affecting the area.
Staff considers changes in circumstances since the original zoning that would support the proposed rezone. The area surrounding the property has been a commercial area for several decades and continues to see growth. There have not been any major changes in the conditions affecting the area. However, given the commercial nature of the area such as a Walmart immediately to the north, and other services that support the use of vehicles such a gas station to the west, an automated car wash would not be an inconsistent use for this location.

(6) Any mistakes in the original classification.
It does not appear that there were any errors in the original classification.

(7) Its effect upon the use or value of the affected area.
The proposed zoning will allow the development of a functioning business currently not permitted, and replace two vacant structures.

(8) Its impact upon the public health, welfare, safety or morals.
It is not expected that the rezoning request will adversely impact public health, welfare, safety or morals.

CONCLUSION:

The rezoning request is consistent with the goals, objectives and policies of the City's Comprehensive Plan and Land Development Regulations, as well as the pattern of development in the area.

STAFF RECOMMENDATION:

Recommend the City Commission adopt the Ordinance enacting a Rezone from B-4 (Highway Business District) to BPUD (Business Planned Unit Development) with the associated Development Agreement and Preliminary Plan, for approximately 1.25 acres, located on the southeast corner of Nova Road and Flomich Street, and more specifically known as 1117 Flomich Street, and 1885 N Nova Road.

ATTACHMENTS:

- Blue Penguin Preliminary Plan (PDF)
- Landscape Plans (PDF)
- Aerial Map (PDF)
- Flood Map (PDF)
- FLU Map (PDF)
- Location Map (PDF)
- Zoning Map (PDF)
- Building Elevations (PDF)
- Holly-Hill -ATLA-Survey-Bndy-(08-17-22) (PDF)
- Trip Generation Memo_SR 5A at Flomich (PDF)
- Rezoning Application (PDF)
- Site Data (PDF)
- Blue Penguin Development Agreement (PDF)

Ordinance No. 2022-3058

FIRST READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT "A" FROM B-4 (HIGHWAY BUSINESS DISTRICT) TO BPUD (BUSINESS 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 B-4 (HIGHWAY BUSINESS DISTRICT) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT); 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 its adopted comprehensive plan.

NOW, THEREFORE, BE IT ORDAINED BY 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 BPUD (Business Planned Unit 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 22nd day of NOVEMBER, 2022 for first reading.

EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

PARCEL I:

ALL OF LOT 1, AND THE WESTERLY 10 FEET OF LOT 2, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL II:

LOT 32, EXCEPT PART OF HIGHWAY, BLOCK 1, LARSEN SUBDIVISION, AS PER MAP OR PLAT THEREOF IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS THAT PART OF LOT 32, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING EACH SIDE OF AND WITHIN 50 FEET OF THE SURVEY LINE OF STATE ROAD S-415, SECTION 7951, SAID SURVEY LINE BEING DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST LINE OF LOT 12, BLOCK 1, OF SAID LARSEN SUBDIVISION, AT A POINT 8.23 FEET NORTHERLY FROM THE SOUTHEAST CORNER OF SAID LOT 12 AND RUNNING NORTH 50°04’57" WEST, 893.27 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEASTERLY AND HAVING A RADIUS OF 1910.08 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTER ANGLE OF 0°37’13" A DISTANCE OF 20.68 FEET TO THE NORTH LINE OF LOT 31, BLOCK 1, OF SAID LARSEN SUBDIVISION AT A POINT 69.18 FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID LOT 31.

AND LESS THAT PART OF LOT 32, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID LOT 32 (NORTHEAST CORNER OF LOT 31, SAID SUBDIVISION), SAID CORNER BEING 11.06 FEET NORTH 64°17'40" EAST OF THE INTERSECTION OF THE EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5-A, AND THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF FLOMICH AVENUE; THENCE RUN NORTH 64°17'46" EAST, ALONG THE NORTH LINE OF SAID LOT 32 (SAID EXISTING SOUTHERLY RIGHT OF WAY LINE OF FLOMICH AVENUE) A DISTANCE OF 99.84 FEET TO THE EASTERLY LINE OF SAID LOT 32; THENCE SOUTH 25°38'25" EAST, ALONG SAID EASTERLY LINE OF LOT 32, A DISTANCE OF 4.21 FEET; THENCE SOUTH 64°24'33" WEST A DISTANCE OF 89.27 FEET; THENCE SOUTH 02°11'58" WEST A DISTANCE OF 23.02 FEET TO THE SAID EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5-A (WESTERLY LINE OF SAID LOT 32) AT A POINT 24.38 FEET SOUTH 25°38'25" EAST OF THE POINT OF BEGINNING AND 26.76 FEET SOUTH 50°03'23" EAST OF SAID INTERSECTION; THENCE NORTH 25°38'25" WEST ALONG SAID WESTERLY LINE OF LOT 32 A DISTANCE OF 24.38 FEET TO THE POINT OF BEGINNING.

AND LESS THAT PORTION OF PARCEL I DESCRIBED IN ORDER OF TAKING RECORDED IN O. R. BOOK 3732, PAGE 3453 ON MARCH 13, 1992, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXHIBIT B

DEVELOPMENT AGREEMENT

Exhibit to Ordinance No. _____

DEVELOPMENT AGREEMENT for the project known as Blue Penguin Car Wash Planned Unit Development (PUD) located at 1885 N. Nova Road and 1117 Flomich Street, Holly Hill, (hereinafter referred to as the "Subject Property").

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into and made as of the ___ day of _____, 2022, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Ave. Holly Hill, FL 32117 (hereinafter referred to as the "City"), and BDG, LLC, a Florida limited liability company, (hereinafter referred to as the "Owner" or "Owner/Developer") with a mailing address of 6657 78th Avenue N Pinellas Park, FL 33781.

W I T N E S S E T H

WHEREAS, the Owner warrants that it holds legal title to (or is under contract to purchase) the lands located in Volusia County, Florida, and within the corporate limits of the City of Holly Hill, said lands being more particularly described in **Exhibit "A"**, Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; 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 has clear title of the Subject Property or is currently under contract to purchase the Subject Property and intends to develop such property; and

WHEREAS the Owner/Developer or Developer desires to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and of other governmental authorities, and the Owner/Developer desires to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS the development permitted or proposed under this Development Agreement is consistent with the City's Comprehensive Plan, concurrency management system, and all land development regulations; and

WHEREAS it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

WHEREAS the Owner/Developer has sought the City's approval to develop the Subject Property, and the City approved **Ordinance No**. _____, through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City's Land Development Code; and

WHEREAS, the PUD shall consist of this Agreement as the Written Development Agreement of the PUD, and a Preliminary Plan aka the Preliminary Development Plan, attached hereto as **Exhibit, "B"**, subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein, (hereinafter the "Master Development Plan"). Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

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. Recitals and Definitions. The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's Land Development Code as it may be amended from time to time, unless otherwise indicated.

2. Ownership. The legal and equitable owners of the Subject Property are First Coast Energy LLC and Eddie Kent Gayhart **(Sellers)**.

3. **Title Opinion/Certification.** The Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Subject Property to be in the name of the Owner/Developer and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record.

4. **Subordination/Joinder.** Unless otherwise agreed to by the City and if applicable, all liens, mortgages, and other encumbrances that are not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination or joinder, in a form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

5. **Duration.** The duration of this Agreement is binding and runs with the land in perpetuity, unless amended.

6. **Development of the Subject Property**. Development of the Subject Property shall be subject to performance standards listed in this Agreement. Where a land use listed below differs from a defined use in the City of Holly Hill's Code of Ordinances, the use listed in this Agreement
shall prevail.

A. Permitted principal uses allowable on the Subject Property:

1. Car Wash
2. Restaurant
3. Restaurant with drive thru
4. Retail
5. Gasoline with Convenience
6. Bank or Financial Institution
7. Medical not to include blood plasma centers or blood banks

B. Prohibited principal uses, if any:
Unless a use is specifically stated as permitted, it is prohibited.

C. Proposed minimum density (in number of dwelling units per acre) or minimum intensity (measured in floor area ratio): N/A

D. Maximum density permitted measured in floor area ratio: (Point 30) .30

E. Impervious surface is not to exceed 70% of the gross square footage for the Subject Property.

F. Minimum open space shall be 30% of the subject property.

G. Minimum landscaping and buffer-yard requirements are as shown and stated on

the Preliminary Development Plan and landscaping plans. Buffers are at a minimum:

1. Flomich Street: 10 feet
2. Sunset Lane: 15 feet
3. Nova Road: 12 feet
4. Rear yard (south): 5 Feet

H. Minimum lot size area (in acreage or square footage): 1 acre

I. Minimum lot width (in feet): 180’

J. Minimum yard setbacks:

1. Flomich Street: 25 feet
2. Sunset Lane: 25 feet
3. Nova Road: 25 feet
4. Rear yard: 10 Feet

K. Maximum building height (in feet): 40’

L. Minimum parking standards are as shown and stated on the Preliminary Plan.

M. Lighting shall not exceed .5-foot candles at the property line.

N. Access: The property shall have a right in only entrance on Nova Road, and no exit onto Nova Road. Ingress/egress on Sunset Lane is permitted except that signage shall be posted to indicate left turn only, upon exiting the property onto Sunset Lane.

O. Intentionally Deleted (N/A)

P. Utility provision and dedication: The Owner/Developer shall connect to the City of Holly Hill’s central utility systems when available, or to another approved utility provider where applicable, at their sole cost and expense. Utility fees shall be paid to City of Holly Hill or to the applicable utility provider.

Q. Stormwater and Environmental: Per parcel stormwater systems or master stormwater systems shall be owned and maintained by an established Homeowner’s Association or Property Owner’s Association, if such entities are required, or by the property owner in private ownership, and shall not be dedicated to or become the responsibility of the City of Holly Hill. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local permits/requirements, and shall be the sole responsibility of the Homeowner’s Association or Property Owner’s Association, if such entities are required, or by the property owner, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required.

R. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation improvements required because of the proposed development, for site function, which maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

7. **Public Facilities/Land Dedication.** Facilities or tracts that either are or shall become public facilities/tracts that will serve the development and/or are on the Subject Property are, as follows: NONE.

8. **Development Permits/Fees.** The Owner/Developer is responsible for obtaining permitting, and the payment of all fees for facilities and services for the Subject Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development. All impact fees are applicable, and no impact fee credits shall be awarded through this Agreement; unless a cessation exists through a City moratorium that is Citywide. Proportionate fair share site improvements shall not be used in lieu of impact fees.

9. **Obligations.** Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement to the City's specifications, then the City shall give the Owner/Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer, or its successors in interest, may, without prejudice to any other rights or remedies it may have, place liens and take enforcement action on the Subject Property. A lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City's said liens or assessments. Notice to the Owner/Developer and its successors in interest shall be deemed to have been given upon the mailing of notice to the address or addresses set forth in **Paragraph (19)** hereof.

10. **Site Plan/Plat Approval.** The Master Development Plan, is the Preliminary Plan of the PUD and this Written Development Agreement. The Master Development Plan shall not replace, supersede, or absolve the Owner/Developer from approvals for any site plan, preliminary plat, and/or final plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

11. **Indemnification.** The Owner/Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, 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, except those claims or liabilities caused by or arising from the negligence or

intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether inspected, approved, or permitted by the City.

12. **Compliance.** The Owner/Developer agrees that it, and their successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer, or their successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy, or plan/plat approvals to the Subject Property, should the Owner/Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Development Agreement and the City's Land Development Code, the more restrictive regulations shall govern the development of the Subject Property.

13. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to such as signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed prior to the issuance of the first Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owner/Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation at the sole expense of the Owner/Developer. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owner/Developer or their successors and assigns in interest, without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owner/Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees. Notice to the Owner/Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided in **paragraph (19)** of this Agreement.

14. **Environmental and Tree Preservation.** The Owner/Developer is responsible to obtain all site related permits and approval prior to any development activity on or for the Subject Property. This may involve mitigation for habitat of threatened or endangered flora and fauna or species identified for protection (i.e., tree preservation). This Agreement does not vest or exempt the Owner/Developer from any permitting and mitigation obligations needed to develop a Subject Property.

15. **Intentionally Deleted (N/A)**

16. **Enforcement.** Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Volusia County, Florida, if either party breaches this Agreement. If enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer shall be responsible for the payment of all the City's costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Such costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon the Subject Property for said monies, until said 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 the lesser of eighteen percent (18%) compounded annually or at the maximum rate allowed by law.

17. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owner/Developer shall provide to the City such easements and other legal documentation, in a form mutually acceptable to the City Attorney and the Owner/Developer, as the City may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including but not limited to, sanitary sewer, potable water, and reclaimed water services, electric, cable, gas, fire protection and telecommunications.

18. **Periodic Review.** The City reserves the right to review the Subject Property in relation to this Agreement periodically to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds that based on substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may not issue development orders or permits until compliance with this Agreement has been established.

19. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

OWNER/DEVELOPER'S REPRESENTATIVES:

CITY'S REPRESENTATIVES:
City Manager
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

With copy to:

Director
Community Development

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32725

OWNER DEVELOPER:
Registered Agent
Cockey, Preston Ojr.
110 E Madison St Ste 204
Tampa, Fl 33602

With copy to:

Manager
Yepes, Carlos
6654 78th Ave N
Pinellas Park, Fl 33781

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Owner/Developer's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

20. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner/Developer of the Subject Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

21. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

22. **Binding Effect.** This Agreement shall run with the land, and shall be binding upon and inure to the benefit of the Owner/Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with 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.

23. **Subsequently Enacted State or Federal Law.** If either state of federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

24. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development 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 Development Agreement is declared severable.

25. **Covenant Running with the Land.** This Agreement shall run with the Subject Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Subject Property or any portion thereof.

26. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Volusia County, Florida.

27. **Applicable Law/Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue of any litigation relating to this Agreement shall be in the courts of Volusia County, Florida.

28. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owner/Developer shall execute this Agreement within ten (10) business days of City Commission adoption and agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. Failure to execute this Agreement within ten (10) business days of this ordinance adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.

29. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof; provided however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

30**.** **Amendments.** Amendments to the Master Development Plan (MDP) shall be subject to the requirements of Section 114-771(g)(4) of the City of Holly Hill Land Development Regulations, which state that minor amendments to the Preliminary Plan not violating any terms of the written development agreement and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator after such departmental comment as he/she deems appropriate. Minor changes shall be limited to items such as small adjustments to building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. Major amendments will require full review and shall include relocation of uses on the site, except as permitted by the MDP, changes to building styles, changes to landscaping requirements, etc. Decisions as to whether modifications are Major or Minor shall be at the sole discretion of the Development Code Administrator.

31. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the Owner, the Developer and the City have executed this Agreement.

OWNER/DEVELOPER

By:

_____
Signature of Witness # 1

_____
Signature

_____
Print or type name

_____
Print or type name

As:

_____
Signature of Witness #2

_____
Print or type

ATTEST:

_____
Print or type name

_____
Signature

_____
Print or Type Name

As:

_____
Mailing Address: _____

_____

_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization**,** this ____ day of _____, 2021, by _____, who is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Signature

_____
Printed Name

Commission No.: _____
My Commission Expires: _____

DEVELOPER

By:

_____
Signature of Witness # 1

_____
Signature

_____
Print or type name

_____
Print or type name

As:

_____
Signature of Witness #2

_____
Print or type

_____
Print or type name

ATTEST:

_____
Signature

_____
Print or Type Name

As:

_____

Mailing Address: _____

_____

_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization**,** this ____ day of _____, 2021, by _____, who is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Signature

_____
Printed Name

Commission No.: _____
My Commission Expires: _____

CITY OF HOLLY HILL:

By: _____

Date: _____

ATTEST:

_____

Date: _____

Mailing Address:
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

STATE OF FLORIDA
COUNTY OF VOLUSIA

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization**,** this ____ day of _____, 2021, by _____, who is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Signature

_____
Printed Name

Commission No.: _____
My Commission Expires: _____

Approved as to form and legality for use and reliance by the City of Holly Hill, Florida

_____
Scott Simpson
City Attorney

EXHIBIT A

LEGAL DESCRIPTION:

PARCEL I:

ALL OF LOT 1, AND THE WESTERLY 10 FEET OF LOT 2, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

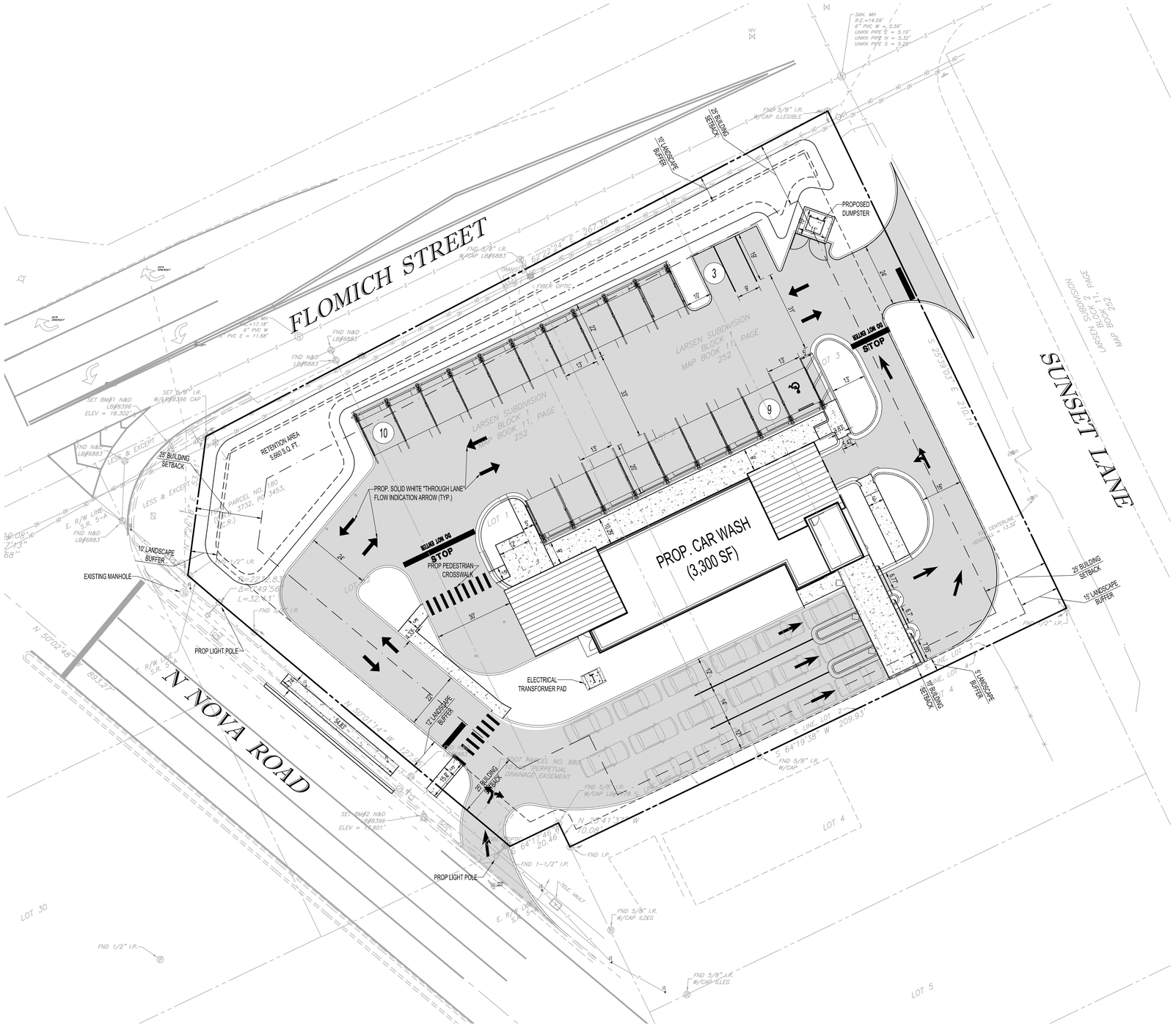
PARCEL II:

LOT 32, EXCEPT PART OF HIGHWAY, BLOCK 1, LARSEN SUBDIVISION, AS PER MAP OR PLAT THEREOF IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS THAT PART OF LOT 32, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING EACH SIDE OF AND WITHIN 50 FEET OF THE SURVEY LINE OF STATE ROAD S-415, SECTION 7951, SAID SURVEY LINE BEING DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST LINE OF LOT 12, BLOCK 1, OF SAID LARSEN SUBDIVISION, AT A POINT 8.23 FEET NORTHERLY FROM THE SOUTHEAST CORNER OF SAID LOT 12 AND RUNNING NORTH 50°04’57" WEST, 893.27 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEASTERLY AND HAVING A RADIUS OF 1910.08 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTER ANGLE OF 0°37’13" A DISTANCE OF 20.68 FEET TO THE NORTH LINE OF LOT 31, BLOCK 1, OF SAID LARSEN SUBDIVISION AT A POINT 69.18 FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID LOT 31.

AND LESS THAT PART OF LOT 32, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID LOT 32 (NORTHEAST CORNER OF LOT 31, SAID SUBDIVISION), SAID CORNER BEING 11.06 FEET NORTH 64°17'40" EAST OF THE INTERSECTION OF THE EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5-A, AND THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF FLOMICH AVENUE; THENCE RUN NORTH 64°17'46" EAST, ALONG THE NORTH LINE OF SAID LOT 32 (SAID EXISTING SOUTHERLY RIGHT OF WAY LINE OF FLOMICH AVENUE) A DISTANCE OF 99.84 FEET TO THE EASTERLY LINE OF SAID LOT 32; THENCE SOUTH 25°38'25" EAST, ALONG SAID EASTERLY LINE OF LOT 32, A DISTANCE OF 4.21 FEET; THENCE SOUTH 64°24'33" WEST A DISTANCE OF 89.27 FEET; THENCE SOUTH 02°11'58" WEST A DISTANCE OF 23.02 FEET TO THE SAID EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5-A (WESTERLY LINE OF SAID LOT 32) AT A POINT 24.38 FEET SOUTH 25°38'25" EAST OF THE POINT OF BEGINNING AND 26.76 FEET SOUTH 50°03'23" EAST OF SAID INTERSECTION; THENCE NORTH 25°38'25" WEST ALONG SAID WESTERLY LINE OF LOT 32 A DISTANCE OF 24.38 FEET TO THE POINT OF BEGINNING.

AND LESS THAT PORTION OF PARCEL I DESCRIBED IN ORDER OF TAKING RECORDED IN O. R. BOOK 3732, PAGE 3453 ON MARCH 13, 1992, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



SITE DATA:

SITE ADDRESS:	1885 N. NOVA RD DAYTONA BEACH , FL 32117
PARCEL ID:	4242310100010, 4242310100020
TOTAL SITE AREA:	±1.25 AC (±54,465 SF)
JURISDICTION:	CITY OF HOLLY HILL
ZONING DISTRICT:	B-4 (HWY BUSINESS DISTRICT) REZONE TO PUD
FUTURE LAND USE:	GENERAL RETAIL COMMERCIAL
PROP. PERVIOUS AREA:	17,755 S.F. (0.41 ACRES) - 32.60%
PROP. IMPERVIOUS AREA:	36,710 S.F. (0.84 ACRES) - 67.40%
BUILDING AREA:	4,862 S.F. (0.11 ACRES) - 8.93%
VUA	26,892 S.F. (0.62 ACRES) - 49.37%
PROP. S/W:	4,956 S.F. (0.11 ACRES) - 9.10%
TYPICAL PARKING STALL:	13' x 20' (ADA: 12' x 20')
ADA SPACES REQUIRED:	1 SPACE
ADA SPACES PROVIDED:	1 SPACE

	ALLOWED	PROP.
MAXIMUM BUILDING HEIGHT:	35'	40' MAX.
F.A.R.:	1.95%	0.30 MAX.
MAX. IMPERVIOUS SURFACE AREA:	70%	70% MAX.

LANDSCAPE BUFFERS:	REQUIRED
FRONT (FLOMICH ST)	10'
SIDE ST (SUNSET LANE)	15'
SIDE ST (N NOVA ROAD)	12'
REAR (SOUTH)	5'

SETBACKS:	REQUIRED	PROP.
FRONT (FLOMICH ST)	25'	90.50'
SIDE ST (SUNSET LANE)	25'	63.51'
SIDE ST (N NOVA ROAD)	25'	61.48'
REAR (SOUTH)	10'	87.58'

REQUIRED PARKING:		
STACKING REQUIREMENT	5 SPACES	21 STACKS
EMPLOYEE (0.8 / EMPLOYEE)	4 SPACES	
TOTAL:	4 SPACES	

PARKING PROVIDED:	
VACUUM	19 SPACES
EMPLOYEE	3 (0.8 SP/EMPLOYEE) (MIN. 4)
TOTAL	22 SPACES (INCL. 1 ADA SPACE)

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6300 NW 31st AVE. FT. LAUDERDALE, FL 33309 P: 954-202-7000
1502 W. FLETCHER AVE. SUITE 101 TAMPA, FL 33612 P: 813-379-4100
125 W INDIANTOWN RD. SUITE 206 JUPITER, FL 33458 P: 561-203-7593
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REVISIONS

REV	DATE	COMMENT	BY

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PRELIMINARY SITE PLAN

PROJECT No.:	
DRAWN BY:	HR
CHECKED BY:	EMM
DATE:	08/30/2122
SCALE:	AS NOTED
CAD I.D.:	FT220032 C-4.0 SITE

PROJECT:

FOR

ECP PARTNERS, LLC.

THOMAS ENGINEERING GROUP
1502 W. FLETCHER AVE, SUITE 101
TAMPA, FLORIDA 33612
Phone: (813) 379-4100
Fax: (813) 379-4040
www.ThomasEngineeringGroup.com

DARREN T.R. EYRE, P.E.
October 12, 2022
FLORIDA LICENSE No. 77996
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:

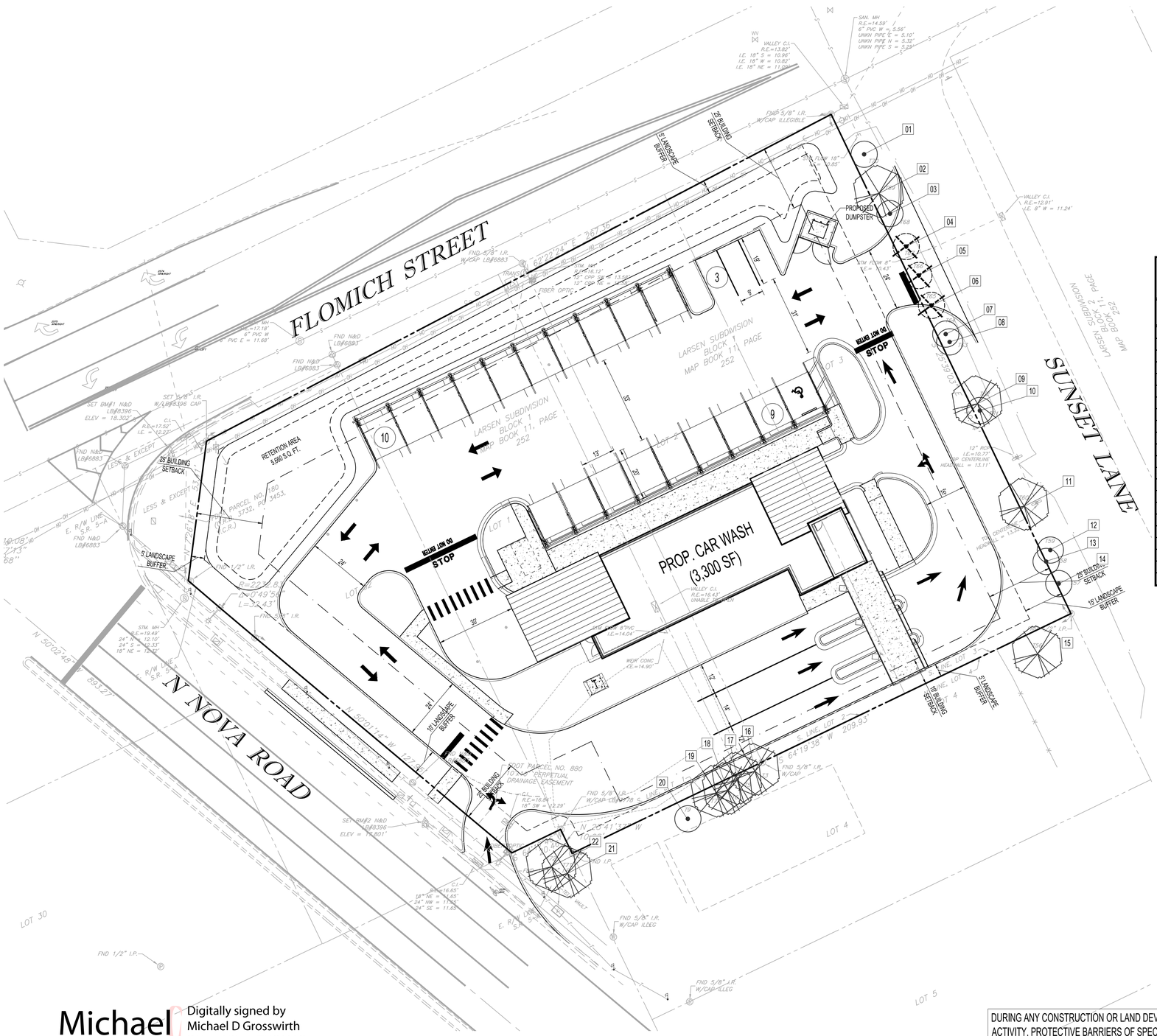
PRELIMINARY SITE PLAN

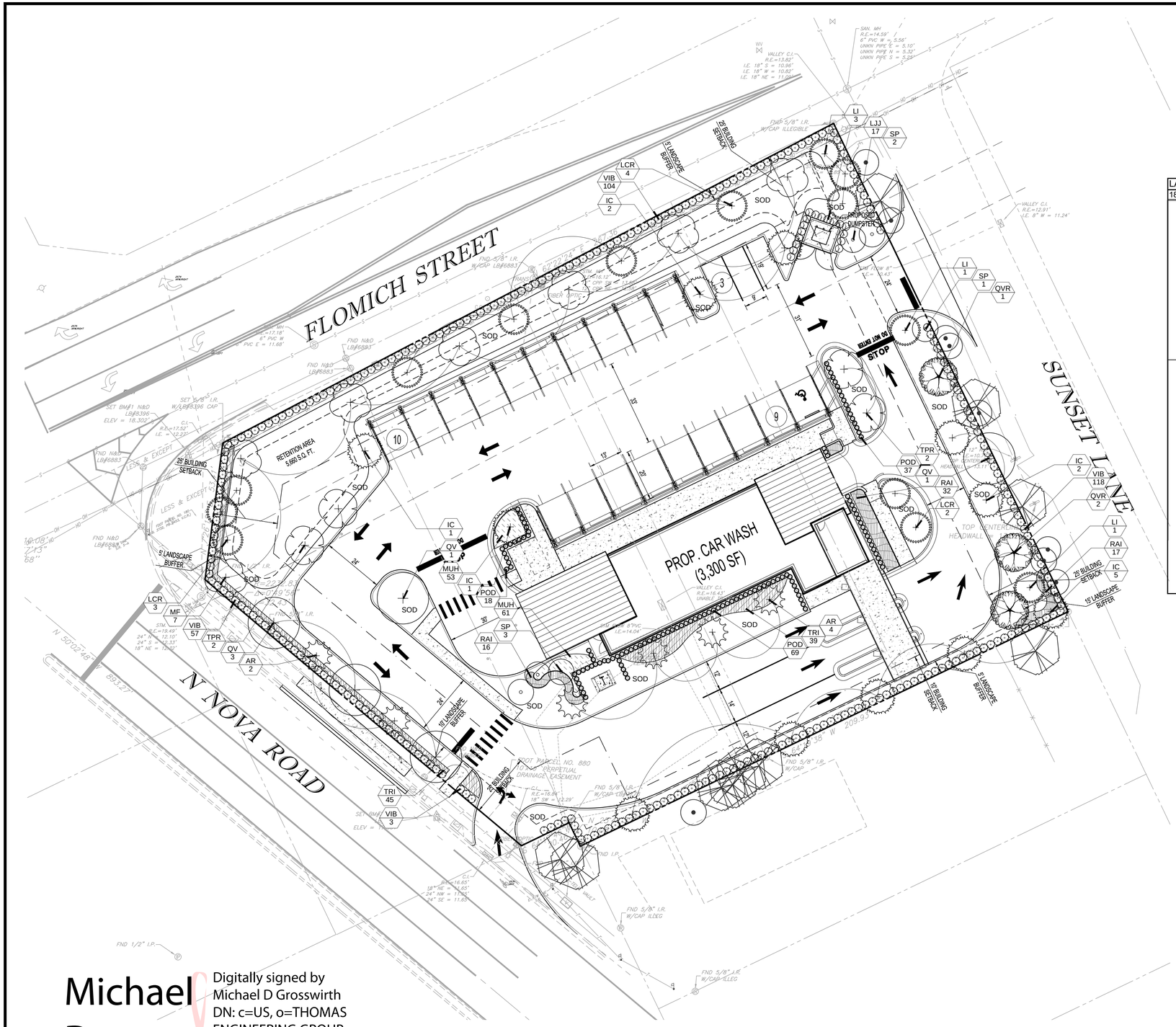
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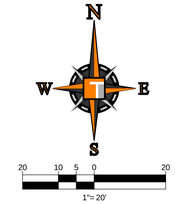
PSP

OF

Attachment: Blue Penguin Preliminary Plan (2022-O-3058 : Blue Penguin Car Wash PD Rezone)


FLOMICH STREET
N NOVA ROAD
SUNSET LANE
PROP. CAR WASH (3,300 SF)
RETENTION AREA 5,680 S.F. FT.
PROPOSED DUMPSTER
25' BUILDING SETBACK
5' LANDSCAPE BUFFER
10' LANDSCAPE BUFFER
15' LANDSCAPE BUFFER
10' BUILDING SETBACK
DO NOT ENTER
STOP
LARSEN SUBDIVISION MAP BOOK 11, PAGE 252
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 30
FDOT PARCEL NO. 880 PERPETUAL DRAINAGE EASEMENT
SET BM#1 N&D LB#8396 ELEV = 18.302'
SET BM#2 N&D LB#8396 ELEV = 17.801'
FND 5/8" I.R. W/CAP LB#8396
FND N&D LB#6883
FND 1/2" I.P.
FND 5/8" I.R. W/CAP ILLEG
FND 5/8" I.R. W/CAP-ILLEG
SAN. MH R.E.=14.59' 6" PVC W = 5.56' UNKN PIPE E = 5.10' UNKN PIPE N = 5.32' UNKN PIPE S = 5.25'
VALLEY C.I. R.E.=13.82' I.E. 18" S = 10.96' I.E. 18" W = 10.82' I.E. 18" NE = 11.04'
VALLEY C.I. R.E.=12.91' I.E. 8" W = 11.24'
STM. MH R.E.=16.15' 12" CSP SE = 12.54'
STM. MH R.E.=19.49' 24" S = 12.10' 24" S = 12.33' 18" NE = 12.01'
12" RCP I.E.=10.07' (TO CENTERLINE HEADWALL = 13.11')
VALLEY C.I. R.E.=16.43' UNABLE TO OPEN
WDF CONC R.E.=14.90'
STM. MH R.E.=14.04'
CURB INLET R.E.=16.65' 18" NE = 14.55' 24" NW = 11.65' 24" SE = 11.65'
N 50°02'48" W 89.27'
N 50°02'48" W 123.27'
N 24°41'38" W 209.93'
S 64°19'38" W 209.93'
R=22.00' Δ=90°49'58" L=34.43'
E. R/W LINE S.R. 5-A
L.A.E. (O.R.)
PARCEL NO. 3732, PG. 3453, (O.R.)
LESS & EXCEPT
LESS & EXCEPT
LESS & EXCEPT





LANDSCAPE CODE COMPLIANCE CHART

1885 N. NOVA ROAD DAYTONA BEACH, FL - CITY OF HOLLY HILL

Site Area: 54,465 sq ft (+/- 1.25 AC)
Pervious Area: 17,755 sq ft (+/-0.41 AC) 32.6%
Impervious Area: 36,710 sq ft (+/-0.84 AC) 67.4%

Zoning: B-4

		REQUIRED	PROVIDED
CHAPTER 98. ARTICLE II			
Sec. 98-32 Off-street parking and vehicular circulation areas			
1) Required Landscaped Area			
10 sf of landscape area/parking space	*(22 spaces)*	220 sf	**17,755 sf**
a. Each landscape area shall be at least 50 sq ft			
b. 1 Island @ 10 parking spaces	*3 islands*		
2) Required Trees			
2 Trees @ each landscape area (100 sf) within 2.5 center of tree trunk to the rear edge of landscape area (islands)	***220 sq ft***	5 TREES	**5 TREES**
3) Required Shrubs			
1 Shrub @ 10 sf of required landscape area	*220 sq ft*	22 shrubs	**22 SHRUBS**
4) Parking Space Reduction to Protect Existing Trees			
To preserve trees of six inches diameter			
Sec. 98-33 Landscaping adjacent to streets and along parcel lines			
1) Abutting Arterial or collector roadways			
a. One tree @ 25 linear feet	Sunset Lane: 178.43'	8 TREES	***8 TREES***
b. Min. 30" h.t. hedge w/max. 30" o.c. Maintained at min. height of 48"		72 SHRUBS	***72 SHRUBS***
2) Abutting other street Right-of-Way	Flomich St: 320.87'	7 TREES	***7 TREES***
5' landscape strip		129 SHRUBS	***129 SHRUBS***
a. One tree @ 50 linear feet			
b. Min. 2' ht at distance of 30" o.c. or less	N. Nova Rd: 142.19'	3 TREES	**3 TREES**
		57 SHRUBS	**57 SHRUBS**
3) Other parcel lines	South - Comm.		
a. 1 Tree @ 50 linear feet	230.39'	5 TREES	**5 TREES**
b. Min. 24" ht hedge at 30" o.c.		93 SHRUBS	**94 SHRUBS**
ART. III BUFFERING			
Sec. 98-67 *Visual Screens*			
1. Type A: 6' Wall			
2. Type B: 6' Ht hedge @ 2' o.c.			
3. Type C: 25 shrubs @ 100 linear feet and 1 Tree @ 50 lf			
ART. IV TREES			
Sec. 106-104 Minimum Tree Coverage			
If New construction 1 Tree @ 2,500 sf of lot area if not existing on site tree replacements shall be provided	54,465 sq ft (+/- 1.25 AC)	*22 TREES SHALL BE PRESERVED (NO EXISTING TREES)*	**22 TREES**
Minimum protection of specimen trees			
Less than 3 per acre - 80% shall be protected	No existing		
3 to 5 per acre - 65% shall be protected	trees on site		
5.1-8 per acre - 50% shall be protected			
TOTAL REQUIRED TREES		28 TREES	**28 TREES**
MIN. TREE COVERAGE (REPLACEMENTS):			**22 TREES**
TOTAL SHRUBS		373 SHRUBS	**686 SHRUBS**

DURING ANY CONSTRUCTION OR LAND DEVELOPMENT ACTIVITY, PROTECTIVE BARRIERS OF SPECIFICATIONS APPROVED BY THE CITY SHALL BE PLACED AND MAINTAINED AROUND ALL TREES TO BE RETAINED ON THE SITE TO PREVENT THEIR DESTRUCTION OR DAMAGE.

ALL EXISTING INVASIVE & EXOTIC SPECIES ARE TO BE REMOVED FROM SITE

Michael D Grosswirth

Digitally signed by Michael D Grosswirth
DN: c=US, o=THOMAS ENGINEERING GROUP LLC, ou=A01410C000001720E31831F0000EFAC, cn=Michael D Grosswirth
Date: 2022.09.09 12:00:49 -04'00'

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6300 NW 31st AVE. FT. LAUDERDALE, FL 33309 P: 954-202-7000
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PRELIMINARY SITE PLAN

PROJECT No.:	
DRAWN BY:	LD
CHECKED BY:	MDG
DATE:	08/30/2122
SCALE:	AS NOTED
CAD I.D.:	FT220032 LANDSCAPE

PROJECT:

FOR
ECP PARTNERS, LLC.

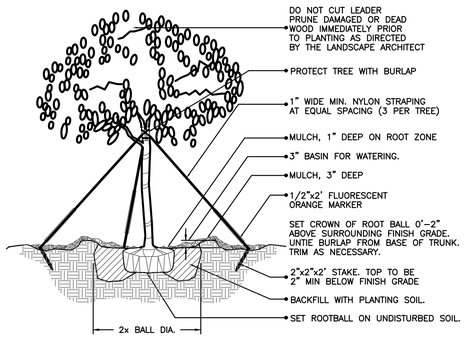
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TAMPA, FLORIDA 33612
Phone: (813) 379-4100
Fax: (813) 379-4040
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REGISTERED LANDSCAPE ARCHITECT
MICHAEL D. GROSSWIRTH
LA 6666871
STATE OF FLORIDA
MICHAEL D. GROSSWIRTH
REGISTERED LANDSCAPE ARCHITECT
September 9, 2022
FLORIDA LICENSE No. 6666871
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

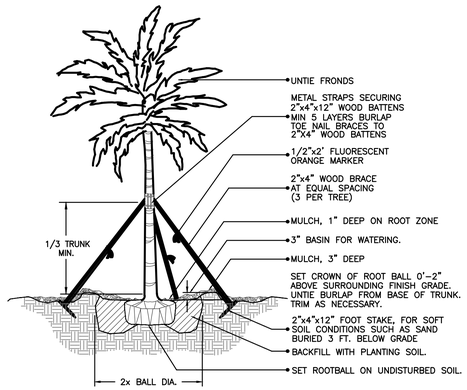
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LANDSCAPE PLAN

SHEET NUMBER:
L-2.0
OF

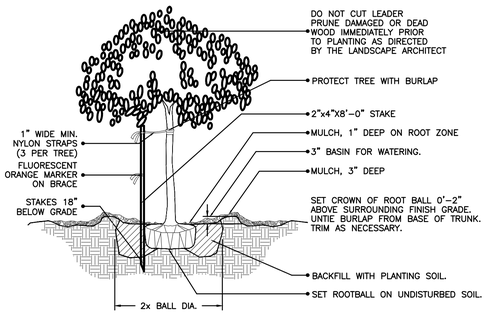
Attachment: Landscape Plans (2022-O-3058 : Blue Penguin Car Wash PD Rezone)



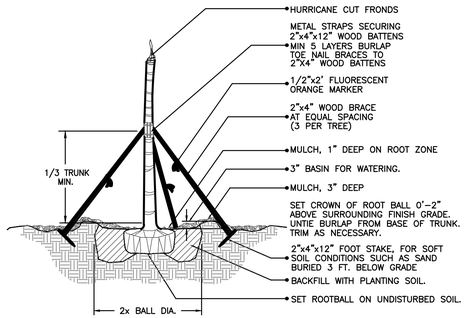
(2" cal. and over)
LARGE TREE PLANTING DETAIL
N.T.S.



LARGE PALM PLANTING DETAIL
N.T.S.



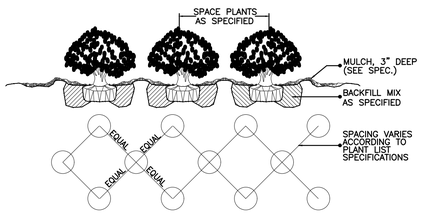
(2" cal. and under)
SMALL TREE PLANTING DETAIL
N.T.S.



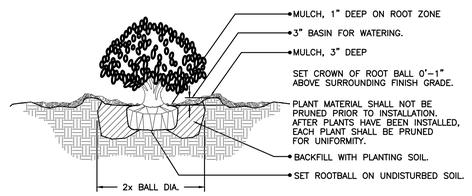
CIGARED SABAL PALM PLANTING DETAIL
N.T.S.

PLANT SCHEDULE

TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	CAL/DBH	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
	IC	11	Dahoon Holly	Ilex cassine	B & B	4"Cal	12-14` ht.	6-7`	Yes	High	
	MF	7	Simpson's Stopper	Myrcianthes fragans	NA	Varies	varies		Yes	High	6` CT
	QV	5	Southern Live Oak	Quercus virginiana	B & B	3" Cal	12-14` ht.	4-5`	Yes	High	
FLOWERING TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	CAL/DBH	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
	LI	5	Crape Myrtle	Lagerstroemia indica	B & B	3" Cal	8-10` Ht	5`	No	High	
PALM TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	CAL/DBH	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
	SP	6	Cabbage Palmetto	Sabal palmetto	B & B		8-10` ct	4-5`	Yes	High	
REPLACEMENT TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	CAL/DBH	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
	AR	6	Red Maple	Acer rubrum	B & B	3" cal. Minimum	12-14` ht.	4-5`	Yes	High	
	LCR	9	Crape Myrtle	Lagerstroemia indica	B & B	4"Cal	16-18` ht.	5`	No	High	Multitrunk
	QVR	3	Southern Live Oak	Quercus virginiana	B & B	5"Cal	16-18` ht.	6-7`	Yes	High	
	TPR	4	Pink Tabebuia	Tabebuia pallida	B & B	2"Cal	10-12` Ht	4-5`	No	High	
SHRUBS	CODE	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	SPACING	HEIGHT	SPREAD	NATIVE	WATER USE	REMARKS
	LJJ	17	Japanese Privet	Ligustrum japonicum	5 gal	30"	4.5`	30"	No	High	
	POD	124	Shrubby Yew	Podocarpus macrophyllus maki	NA	24"	24"	24"	No	Medium	24"x24"
	VIB	282	Sweet Viburnum	Viburnum odoratissima	NA	24"	24"	24"	No	High	Full to base
SHRUB AREAS	CODE	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	SPACING	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
	MUH	114	Pink Muhly Grass	Muhlenbergia capillaris	n/a	18"	14-16"	14-16"	Yes	High	Full to base
	RAI	65	White Indian Hawthorn	Rhaphiolepis indica `Alba`	n/a	18"	16"	16"	No	Medium	
	TRI	84	Fakahatchee Grass	Tripsacum dactyloides	n/a	36"	30-36"	24-30"	Yes	High	



SHRUB / GROUNDCOVER SPACING / PLANTING DETAIL
N.T.S.



SHRUB PLANTING DETAIL
N.T.S.

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
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PRELIMINARY SITE PLAN

PROJECT No.:	
DRAWN BY:	LD
CHECKED BY:	MDG
DATE:	08/30/2122
SCALE:	AS NOTED
CAD I.D.:	FT220032 LANDSCAPE

PROJECT:

FOR
ECP PARTNERS, LLC.

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TAMPA, FLORIDA 33612
Phone: (813) 379-4100
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REGISTERED LANDSCAPE ARCHITECT
MICHAEL D. GROSSWIRTH
LA 6666871
STATE OF FLORIDA
REGISTERED LANDSCAPE ARCHITECT
September 9, 2022
FLORIDA LICENSE No. 6666871
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:
LANDSCAPE SCHEDULE & DETAILS

SHEET NUMBER:
L-2.1
OF

Michael D Grosswirth

Digitally signed by Michael D Grosswirth
DN: c=US, o=THOMAS ENGINEERING GROUP LLC, ou=A01410C000001720E31831F0000EFAC, cn=Michael D Grosswirth
Date: 2022.09.09 12:01:13 -04'00'

Attachment: Landscape Plans (2022-O-3058 : Blue Penguin Car Wash PD Rezone)

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MICHAEL D. GROSSWIRTH, LA6666871 ON 2022.09.09

LANDSCAPE GENERAL NOTES

A. SCOPE OF WORK
1. THE WORK CONSISTS OF FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS HEREIN SPECIFIED.

2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL PLANTING AREAS OF THIS CONTRACT UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER.

B. PROTECTION OF EXISTING STRUCTURES
1. ALL EXISTING BUILDINGS, WALKS, WALLS, PAVING, PIPING, AND OTHER ITEMS OF CONSTRUCTION AND PLANTING ALREADY COMPLETED OR ESTABLISHED SHALL BE PROTECTED FROM DAMAGE BY THIS CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER.

C. PROTECTION OF EXISTING PLANT MATERIALS OUTSIDE LIMIT OF WORK
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS, EXISTING OR OTHERWISE, CAUSED BY CARELESS OPERATION OF EQUIPMENT, STOCKPILING OF MATERIALS, ETC. THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIP – LINE OR THE SPILLING OF OIL, GASOLINE, OR OTHER DELETERIOUS MATERIALS WITHIN THE DRIP – LINE.

2. NO MATERIALS SHALL BE BURNED WHERE THE HEAT WILL DAMAGE ANY PLANT, TREES KILLED OR DAMAGED SO THAT THEY ARE MISSHAPEN AND/OR UNSIGHTLY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR OF ONE HUNDRED DOLLARS ($100) PER CALIPER INCH OR PER ESCALATING SCALE WHICH ADDS AN ADDITIONAL TWENTY PERCENT (20%) PER INCH OVER FOUR INCHES (4") CALIPER AS FIXED AND AGREED LIQUIDATED DAMAGES, OR AS MAY BE REQUIRED BY THE REGULATING GOVERNMENT AGENCY, WHICHEVER IS GREATER. CALIPER SHALL BE MEASURED AT BREAST HEIGHT OR FOUR FEET (4') ABOVE SURROUNDING GROUND.

D. MATERIALS
1. SUBMITTALS: GENERAL SAMPLES OF PLANTING MATERIALS AS LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL ON THE SITE OR AS OTHERWISE DETERMINED BY THE OWNER. UPON APPROVAL OF SAMPLES, DELIVERY OF MATERIALS MAY BEGIN.
MATERIALS SAMPLE SUBMITTALS
MULCH ONE (1) CUBIC FOOT
TOPSOIL ONE (1) CUBIC FOOT
PLANTS ONE (1) REPRESENTATIVE SAMPLE OF EACH VARIETY

2. PLANT MATERIALS

A) GENERAL: PLANT SPECIES, SIZES, & QUANTITIES SHALL, AT A MINIMUM, CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARDIZED PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH "GRADES AND STANDARDS FOR NURSERY PLANTS" PARTS I AND II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. ALL PLANTS SHALL BE FLORIDA NO. 1 AS AN ABSOLUTE MINIMUM UNLESS OTHERWISE SUPERSEDED BY A FLORIDA FANCY DESIGNATION, AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. ALL PLANTS SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL – BRANCHED AND FREE OF DISEASE AND INSECTS, INSECT EGGS AND LARVAE, AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER. WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY UPON THE APPROVAL OF THE OWNER.

B) MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE TOP OF ROOT BALL (TRUNK FLARE) AND/OR ACROSS THE AVERAGE SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.

C) INSPECTION: PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER, FOR QUALITY, SIZE, AND VARIETY; SUCH PRELIMINARY APPROVAL SHALL NOT SUPERSEDE THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF BALLS OR ROOTS, LATENT DEFECTS OR INJURIES, PRESENCE OF INSECTS, AND OTHER CONDITIONS THAT MAY HAVE OCCURRED SINCE THE NURSERY INSPECTION. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.

D) AMENDED PLANTING SOIL: PLANTING SOIL FOR USE IN BACK FILLING PLANTING HOLES SHALL BE FORTY PERCENT (40%) TOPSOIL AND SIXTY PERCENT (60%) SAND AND BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER, WITHOUT MIXTURE OF SUBSOIL MATERIALS, AND OBTAINED FROM A WELL-DRAINED, ARABLE SITE. IT SHALL CONTAIN THREE (3) TO FIVE (5) PERCENT DECOMPOSED ORGANIC MATTER AND SHALL BE FREE FROM HEAVY CLAY, COARSE SAND, STONES, LIME, LUMPS, PLANTS, ROOTS OR OTHER FOREIGN MATERIALS, OR NOXIOUS WEEDS. IT SHALL NOT CONTAIN TOXIC SUBSTANCES WHICH MAY BE HARMFUL TO PLANT GROWTH. PH RANGE SHALL BE 5.0 TO 7.0 INCLUSIVE.

E) SAND SHALL BE CLEAN, WELL DRAINING NATIVE SAND. IF REQUESTED, CONTRACTOR SHALL AT ANY TIME AND AT NO COST TO OWNER, SUBMIT RESULTS OF SOIL TESTS FOR TOPSOIL AND SAND PROPOSED FOR USE UNDER THIS CONTRACT FOR APPROVAL BY OWNER.

E. WATER
1. WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN AN ADEQUATE GROWTH OF PLANTS AND SHALL NOT CONTAIN HARMFUL NATURAL OR MAN – MADE ELEMENTS DETRIMENTAL TO PLANTS. WATER MEETING THE ABOVE STANDARD SHALL BE OBTAINED ON THE SITE FROM THE OWNER, IF AVAILABLE, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY HIS TANKS, HOSES, SPRINKLERS, ETC. IF SUCH WATER IS NOT AVAILABLE AT THE SITE, THE CONTRACTOR SHALL PROVIDE SUCH SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER.

F. COMMERCIAL FERTILIZER
1. COMMERCIAL FERTILIZER SHALL BE A COMPLETE FORMULA; IT SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED CONTAINERS, EACH BEARING THE MANUFACTURER'S GUARANTEED STATEMENT OF ANALYSIS.
FIFTY PERCENT (50%) OF THE NITROGEN SHALL BE DELIVERED FROM NATURAL ORGANIC SOURCES. THE FOLLOWING FERTILIZERS SHALL BE USED AND APPLIED AT RATES AS SUGGESTED BY MANUFACTURER'S SPECIFICATIONS:
1. SHRUBS AND TREES – MILORGANITE, OR APPROVED EQUAL
2. ANNUALS AND GROUNDCOVERS – OSMOCOTE/SIERRA BLEND 14 – 14 – 14
3. SOD – 8 – 8 – 8
IN ADDITION TO SURFACE APPLIED FERTILIZERS, ALL CONTAINER GROWN AND FIELD GROWN PLANT MATERIAL SHALL RECEIVE "AGRIFORM" PLANTING TABLETS 24 – 10 – 5 FORMULA, 21 GRAM OR EQUAL. THESE TABLETS SHALL BE PLACED AT THE RATE AND DEPTH SPECIFIED BY MANUFACTURER.

G. MULCH
1. MULCH SHALL BE FROM SHREDDED WOOD DERIVED FROM MELALEUCA OR OTHER INVASIVE TREE SPECIES AND SHALL BE STERILIZED TO EFFECTIVELY ELIMINATE ALL SEEDS, SPORES, ETC. AND RENDER THEM BARREN.

2. MULCH MATERIAL SHALL BE MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT AND APPLIED AT A DEPTH OF THREE INCHES (3"). MULCH IS TO BE KEPT 2-3" FROM THE STEM OF ALL GROUNDCOVERS & 3-6" FROM THE TRUNK OF ALL TREES & PALMS.

3. MULCH SHALL BE GRADE 'B' SHREDDED, AND SHALL BE APPLIED EVENLY AND SMOOTH TO PLANTED AREAS.

4. NO RED OR COLORED MULCH SHALL BE ACCEPTED UNLESS SPECIFIED ACCORDINGLY. NO CYPRESS MULCH OR PINE BARK SHALL BE USED.

H. DIGGING AND HANDLING
1. PROTECT ROOT SYSTEMS OR ROOT BALLS OF PLANTS AT ALL TIMES FROM SUN AND DRYING WINDS, WATER EROSION, AND OTHER HARMFUL CRITERIA AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT BREAKING AND DRYING OUT DURING LOADING, TRANSIT, AND UNLOADING/PLANTING. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO SITE SHALL BE SPRAYED WITH AN ANTITRANSPIRANT PRODUCT ("WILTPRUF" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.

2. BALLED AND BURLAPPED PLANTS (B&B) SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS, AND IN ACCORDANCE WITH "GRADES AND STANDARDS FOR NURSERY PLANTS" FLORIDA PUBLICATION. NO PLANT WITH A ROOTBALL SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS BALLED AND BURLAPPED OR CONTAINER GROWN SHALL NOT BE HANDLED BY STEMS.

3. PLANTS MARKED "BR" IN THE PLANT LIST SHALL BE DUG WITH BARE ROOTS. THE ROOTS SHALL NOT BE CUT WITHIN THE MINIMUM SPREAD SPECIFIED IN THE PLANT LIST. CARE SHALL BE EXERCISED THAT THE ROOTS DO NOT DRY OUT IN MOVING AND PRIOR TO PLANTING.

4. PROTECTION OF PALMS (IF APPLICABLE): ONLY A MINIMUM OF FRONDS SHALL BE REMOVED FROM THE CROWN OF THE PALM TREES TO FACILITATE MOVING AND HANDLING. CLEAR TRUNK (CT) SHALL BE AS BY "GRADES AND STANDARDS FOR NURSERY PLANTS" FLORIDA PUBLICATION. PRUNING PRACTICED OTHER THAN MINIMAL PRUNING OF FRONDS, PRIMARILY TO REACH A "CLEAR TRUNK" SPECIFICATION, MAY CONSTITUTE REJECTION, OF ALL PALMS SUBJECTED TO SUCH PRACTICE. LIKEWISE, EXCESSIVE PRUNING OR "SHAVING" OF ROOT BALLS TO MEET "CLEAR TRUNK" CRITERIA MAY CONSTITUTE REJECTION ONSITE. ALL PALMS SHALL BE BRACED PER PALM PLANTING DETAIL ON THE PLANTING DETAILS SHEET.

5. EXCAVATION OF PLANTING HOLES SHALL BE DONE USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES OR HARDSCAPE ELEMENTS, FOOTERS, AND PREPARED SUB-BASES.

I. CONTAINER GROWN STOCK
1. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL – ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION, AND SHALL MEET MINIMUM SPECIFICATIONS IN THE PLANT LIST.

2. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER. CONTAINER GOWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS.

3. PLANT ROOTS BOUND IN CONTAINERS OR WITH CIRCLING ROOTS SHALL NOT BE ACCEPTABLE.

4. SUBSTITUTION OF NON-CONTAINER GROWN MATERIAL FOR MATERIAL EXPLICITLY SPECIFIED TO BE CONTAINER GROWN WILL NEED AUTHORIZATION FROM THE OWNER. LIKEWISE, SUBSTITUTION OF CONTAINER GROWN MATERIAL FOR MATERIAL EXPLICITLY SPECIFIED TO BE BALLED AND BURLAPPED/FIELD GROWN WILL NEED AUTHORIZATION FROM THE OWNER AND LA OF RECORD PRIOR TO THE ORDERING OF ANY MATERIALS.

5. ALL PLANT MATERIALS SHALL MEET THE MINIMUM SPECIFICATIONS LISTED IN THE PLANT SCHEDULE; SIZE (HEIGHT/SPREAD) SPECIFICATIONS TAKE PRECEDENCE OVER GALLON SIZES (IF GALLON SIZES ARE SPECIFIED).

J. COLLECTED STOCK
1. WHEN THE USE OF COLLECTED STOCK IS PERMITTED AS INDICATED ON THE PLANT LIST SCHEDULE, THE MINIMUM SIZES OF ROOT BALLS SHALL BE EQUAL TO THAT SPECIFIED FOR THE NEXT LARGER SIZE OF NURSERY GROWN STOCK OF THE SAME VARIETY.

K. NATIVE STOCK
1. PLANTS COLLECTED FROM WILD OR NATIVE STAND SHALL BE CONSIDERED GROWN WHEN THEY HAVE BEEN SUCCESSFULLY REESTABLISHED IN A NURSERY ROW AND GROWN UNDER REGULAR NURSERY CULTURAL PRACTICES FOR A MINIMUM OF TWO (2) GROWING SEASONS AND HAVE ATTAINED ADEQUATE ROOT AND TOP GROWTH TO INDICATE FULL RECOVERY FROM TRANSPLANTING INTO THE NURSERY ROW.

L. MATERIALS LIST
1. QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT OR OWNER ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. SHOULD A DISCREPANCY OCCUR BETWEEN A BIDDER'S TAKE OFF AND THE PLANT LIST QUANTITY, THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED FOR CLARIFICATION PRIOR TO THE SUBMISSION OF BIDS. DRAWING SHALL TAKE PRECEDENCE. ALL DIMENSIONS AND/OR SIZES SPECIFIED SHALL BE THE MINIMUM ACCEPTABLE SIZE. WHERE NO GALLON SIZE IS SPECIFIED ON CONTAINERIZED SHRUBS OR GROUNDCOVERS, THE HEIGHT & SPREAD SPECIFICATIONS SHALL PREVAIL.

M. FINE GRADING
1. FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN ROUGH GRADED BY OTHERS. BERMING AS SHOWN ON THE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR, UNLESS OTHERWISE NOTED.

2. THE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINAL FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH. THIS CONTRACTOR SHALL FINE GRADE BY HAND AND/OR WITH ALL EQUIPMENT NECESSARY INCLUDING A GRADING TRACTOR WITH FRONT-END LOADER FOR TRANSPORTING SOIL WITHIN THE SITE.

3. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED TO ALLOW FREE FLOW OF SURFACE WATER. AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS.

N. PLANTING PROCEDURES
1. CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN UP WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE COMPLETELY REMOVED FROM THE SITE. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY AFFECT THE VIABILITY OF THE PLANTS TO BE INSTALLED, HE/SHE SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER'S CONSTRUCTION MANAGER OR DESIGNEE.

2. DURING LAND ALTERATION AND CONSTRUCTION ACTIVITIES, IT SHALL BE PROHIBITED TO REMOVE VEGETATION BY GRUBBING OR TO PLACE SOIL DEPOSITS, DEBRIS, SOILVENTS, CONSTRUCTION MATERIAL, MACHINERY OR OTHER EQUIPMENT OF ANY KIND WITHIN THE DRIPLINE OF A TREE TO REMAIN ON THE SITE UNLESS OTHERWISE APPROVED BY THE JURISDICTIONAL MUNICIPALITY

3. VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES. INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SANITARY SEWER, STORM WATER LINES, CABLE AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES.

4. SUBGRADE EXCAVATION: CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMEROCK AND LIMEROCK SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO MINIMUM DEPTH OF APPROXIMATELY 20% GREATER THAN THE RECOMMENDED PLANTING SOIL DEPTH – UNLESS OTHERWISE SPECIFIED BY JURISDICATIONAL CODE. CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ONSITE SOURCE OR AN IMPORTED SOURCE. IF LIMEROCK CONDITIONS OCCUR IN PLANTED AREAS AFTER 36" DEEP EXCAVATION BY THE CONTRACTOR, AND POSITIVE DRAINAGE CAN NOT BE ACHIEVED, CONTRACTOR SHALL UTILIZE PLANTING DETAIL THAT ADDRESSES POOR DRAINAGE OR CONTACT OWNER'S CONSTRUCTION MANAGER OR DESIGNEE FOR RESOLUTION.
CONTRACTOR IS TO ENSURE THAT ALL COMPACTED SOIL, ROAD ROCK, & EXCESS DEBRIS SHALL BE REMOVED & A 24" LAYER OF NON-LIMEROCK PLANTING SOIL FAVORABLE TO SHRUB GROWTH & SUSTAINABILITY EXISTS OVER ALL PLANTING AREAS. TREE PITS SHALL BE EXCAVATED & BACKFILLED WITH PLANTING SOIL TO A MINIMUM DEPTH OF 30".

5. RECOMMENDED PLANTING SOIL DEPTH IS GENERALLY AS FOLLOWS:
ALL TREES AND TALL SHRUBS (INDICATED AS 'SHRUBS' & 'SHRUBS AREAS' ON THE PLANT SCHEDULE) SHALL BE PLANTED WITH A MINIMUM OF 12" TOPSOIL AROUND AND BENEATH THE ROOTBALL; MINIMUM TOPSOIL SHALL BE 6" FOR LOW SHRUBS/GROUNDCOVER AREAS AND 2" FOR SODDED GRASS AREAS.
THE MINIMUM TOPSOIL DEPTHS ARE IN ADDITION TO A MINIMUM NON-LIMEROCK SOIL DEPTH OF 10"-18", CONSISTING OF EXISTING UNDISTURBED OR NATIVE SOIL THAT WAS STORED/STOCKPILED ON SITE AND REUSED, OR CLEAN IMPORTED PLANTING SOIL WITH A RANGE OF ORGANIC MATTER BETWEEN 3-5% CONTAINING NO STONES GREATER THAN AN INCH AND A HALF IN DIAMETER IN ANY DIRECTION. TOPSOIL DEPTHS PLUS PLANTING SOIL/EXISTING NATIVE SOIL MINIMUM DEPTHS ARE IN ADDITION TO ANY LIMESTONE/LIMEROCK SUBGRADE, & IN ADDITION TO EXCAVATION WIDTHS REQUIRED FOR TREE PITS AS SHOWN ON THE PLANTING DETAILS.
PURSUANT TO THE ABOVE, THE TOTAL MINIMUM DEPTH OF VIABLE NON-LIMEROCK PLANTING SOIL, INCLUDING EXISTING VIABLE UNDISTURBED/OR STOCKPILED SOIL (IF PRESENT), REQUIRED TO BE PROVIDED ABOVE ANY LIMESTONE/LIMEROCK SUBGRADE CONDITION SHALL BE 12" MINIMUM TOTAL NON-LIMEROCK SOIL DEPTH FOR SOD AREAS; 16" MINIMUM TOTAL NON-LIMEROCK SOIL DEPTH FOR GROUNDCOVERS; 24" MINIMUM TOTAL NON-LIMEROCK SOIL DEPTH FOR SHRUBS/SHRUB AREAS; AND 30" MINIMUM TOTAL NON-LIMEROCK SOIL DEPTH FOR TREE PITS. DESIGNATION OF 'TREES,' 'SHRUBS'/'SHRUB AREAS,' AND 'GROUNDCOVERS' SHALL BE CONSISTENT WITH THE LABELING OF PLANT MATERIALS SHOWN ON THE LANDSCAPE PLAN'S PLANT SCHEDULE, WITH THE EXCEPTION OF COMMON TURFGRASSES WHICH MAY BE INDICATED AS 'GROUNDCOVERS.' NONE OF THE ABOVE MINIMUMS SHALL PRECLUDE THE CONTRACTOR FROM EXCAVATING & PROVIDING SOIL IN ACCORDANCE WITH NOTE N.4 OR N.9. IMPORTED PLANTING SOIL SHALL BE IN ACCORDANCE WITH NOTE D.2.D.
IT IS THE CONTRACTORS RESPONSIBILITY TO VISIT THE SITE & TAKE REASONABLE MEASURES AS PART OF DUE DILIGENCE TO DETERMINE THE EXTENT OF EXCAVATION REQUIRED & TO DETERMINE THE AMOUNT OF PLANTING SOIL NECESSARY TO ENSURE LONG-TERM SUSTAINABILITY & SURVIVAL OF THE PLANT MATERIALS IN ACCORDANCE WITH THIS CONTRACT.

6. FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS HEREIN SPECIFIED AND REQUIRED. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE.
7. GENERAL: COMPLY WITH FEDERAL, STATE, COUNTY AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. PLANTS SHALL BE PROTECTED UPON ARRIVAL AT THE SITE BY BEING THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS SHALL NOT REMAIN UNPROTECTED FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES WORKMANLIKE METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.

8. THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE THE PLANTING WITH THE IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION ITEMS AND PLANTS.

9. ALL PLANTING HOLES SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD TO NURSERY STOCK Z80.1, UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACKFILLED WITH THE PREPARED PLANTING SOIL AS SPECIFIED HEREIN BEFORE (SEE MATERIALS, SECTION D). TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER DRAINAGE. IF POOR DRAINAGE EXISTS, UTILIZE PLANTING DETAIL THAT ADDRESSES THIS CONDITION. POOR DRAINAGE CONDITIONS TYPICALLY HAVE A PERCOLATION RATE OF 4" OR LESS PER HOUR, AS DETERMINED BY THE GEOTECHNICAL ENGINEER. TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURE AND UNDER THE SUPERVISION OF A QUALIFIED PLANTING FOREMAN. PROPER "JETTING IN" SHALL BE ASSURED TO ELIMINATE AIR POCKETS AROUND THE ROOTS. "JET STICK" OR EQUAL RECOMMENDED.

10. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS, CURBS, PAVING, AND OTHER HARDSCAPE MATERIALS WHILE INSTALLING TREES.

11. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION D (MATERIALS) OF THESE SPECIFICATIONS. IN ADDITION, EACH PLANTING HOLE SHALL RECEIVE 21-GRAM "AGRIFORM" PLANTING TABLETS PER MANUFACTURER'S SPECIFICATIONS OR AS FOLLOWS:
- TWO (2) TABLETS PER 1 GAL. PLANT
- THREE (3) TABLETS PER 3 GAL. PLANT
- FOUR (4) TABLETS PER 10 GAL. PLANT
LARGER MATERIAL
-TWO (2) TABLETS PER HALF INCH (1/2") OF TRUNK CALIPER

12. TREES AND SHRUBS SHALL BE SET STRAIGHT AND AT SUCH A LEVEL THAT AFTER SETTLEMENT, THE TOP OF THE ROOT SYSTEM (FOR SHRUBS AND GROUNDCOVER) OR TRUNK FLARE (TREES AND PALMS) WILL STAND ONE (1) TO TWO (2) INCHES ABOVE FINAL GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PLANTING HOLE. PLANTING SOIL MIXTURE SHALL BE BACKFILLED AND THOROUGHLY TAMPED AROUND THE BALL AND SHALL BE SETTLED BY WATER AFTER TAMPING.

13. FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES, TURNING SOIL IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET OR OTHER TAMPING DEVICE. ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE, ONLY WITH MULCH. ALL BURLAP, ROPE, WIRES, ETC., SHALL BE PULLED FROM UNDERNEATH.

14. PRUNING: FOR DAMAGED OR BROKEN LIMBS, EACH TREE SHALL BE PRUNED TO PRESERVE THE NATURAL CHARACTER OF THE SPECIES. ALL SUCKER GROWTH SHALL BE COMPLETELY REMOVED PRIOR TO DIGGING.

15. SHRUBS AND GROUNDCOVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED IN THE PLANT LIST. CULTIVATE ALL MASS PLANTING AREAS TO A MINIMUM DEPTH OF 6", REMOVE AND DISPOSE OF ALL DEBRIS, TILL 4" OF PLANTING SOIL MIX INTO THE NEWLY TILLED PLANTING BED FOR GENERAL NUTRIENT DISBURSEMENT. MASS PLANTING BED IS NOW READY TO RECEIVE HOLES FOR NEW PLANTS. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.

16. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE LANDSCAPE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO ENSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. TREES SHALL USE ARBORTIE AS PER DETAIL SHEET. PALMS SHALL USE WOOD BRACING PER DETAIL SHEET.

17. MULCHING: PROVIDE A THREE INCH (3") MINIMUM LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUNDCOVER AND VINE BED AND TREE PIT (FOR TREES AND PALMS, MIN. THREE INCH (3") FROM EDGE OF TRUNKS). – UNLESS OTHERWISE REQUIRED BY LOCAL CODES AND SPECIFIED AS SUCH.

18. SYSTEMIC HERBICIDE WEED CONTROL: ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER OR THEIR DESIGNEE, A SYSTEMIC HERBICIDE SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S PRECAUTIONS AND SPECIFICATIONS. AFTER MULCH HAS BEEN APPLIED TO PLANTING BEDS AND TREE RINGS, TREAT ALL MULCHED AREAS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER.

O. LAWN SODDING
STENOTAPHRUM SECUNDATUM, V. 'FLORITAM' UNLESS OTHERWISE NOTED. (ST. AUGUSTINE SOLID SOD).
1. THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING:
COMPLETE IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A GRASS LAWN ACCEPTABLE TO THE OWNER AND GOVERNING AGENCIES.

2. LAWN BED PREPARATION: ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND OTHER DEBRIS, AND THE SOIL BROUGHT TO AN EVEN PREPARED GRADE TO ALLOW FOR SOIL PREPARATION BELOW.

3. SOIL PREPARATION: PREPARE LOOSE BED FOUR INCHES (4") DEEP. APPLY FERTILIZER AT A RATE OF TWENTY (20) POUNDS PER ONE THOUSAND (1000) SQUARE FEET. APPLICATION SHALL BE UNIFORM, UTILIZING COMMERCIAL BROADCAST SPREADERS. MIX FERTILIZER THOROUGHLY WITH THE SOIL TO A DEPTH OF THREE INCHES (3"). HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA THOROUGHLY TO PREPARE FOR SOD INSTALLATION.

4. SODDING: THE CONTRACTOR SHALL SOD ALL THE PERVIOUS AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS TO CREATE A UNIFORM, NEW TURF BLANKET FOR THE SITE. ALL PERVIOUS AREAS TO REMAIN THAT ARE DISTURBED BY CONSTRUCTION & NOT SHOWN TO HAVE SHRUBS OR GROUNDCOVER ON THE LANDSCAPE PLAN SHALL BE SODDED BY CONTRACTOR. ALL SOD OFF-SITE OR IN THE RIGHT-OF-WAY (DEDICATED OR OTHERWISE) SHALL BE BAHIA 'ARGENTINE' SOLID SOD UNLESS OTHERWISE NOTED.

A) THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETY TYPE, AND FREE FROM WEEDS, FUNGUS, INSECTS, AND DISEASE OF ANY KIND, SOD PANELS SHALL BE LAID TIGHTLY TOGETHER TO MAKE A SOLID, SODDED LAWN AREA.

B) SOD SHALL BE LAID IN ROWS WITH EVERY OTHER ROW STAGGERED HALFWAY BETWEEN THE NEXT TO INSURE NO CONTINUOUS STACKED JOINTS. SEW JOINTS OF SOD TO INSURE A TIGHT FIT AT JOINTS, WITH GAPS NO GREATER THAN 1" BETWEEN SOD PANELS.

C) SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HAR

Aerial


CR 401B (FLOMICH ST)
CR 401B (FLOMICH ST)
SUNSET LN
SR 5A (NOVA RD N)
SR 5A (NOVA RD N)



Flood Map

Attachment: Flood Map (2022-O-3058 : Blue Penguin Car Wash PD Rezone)

FLU MAP

FLU is Commercial



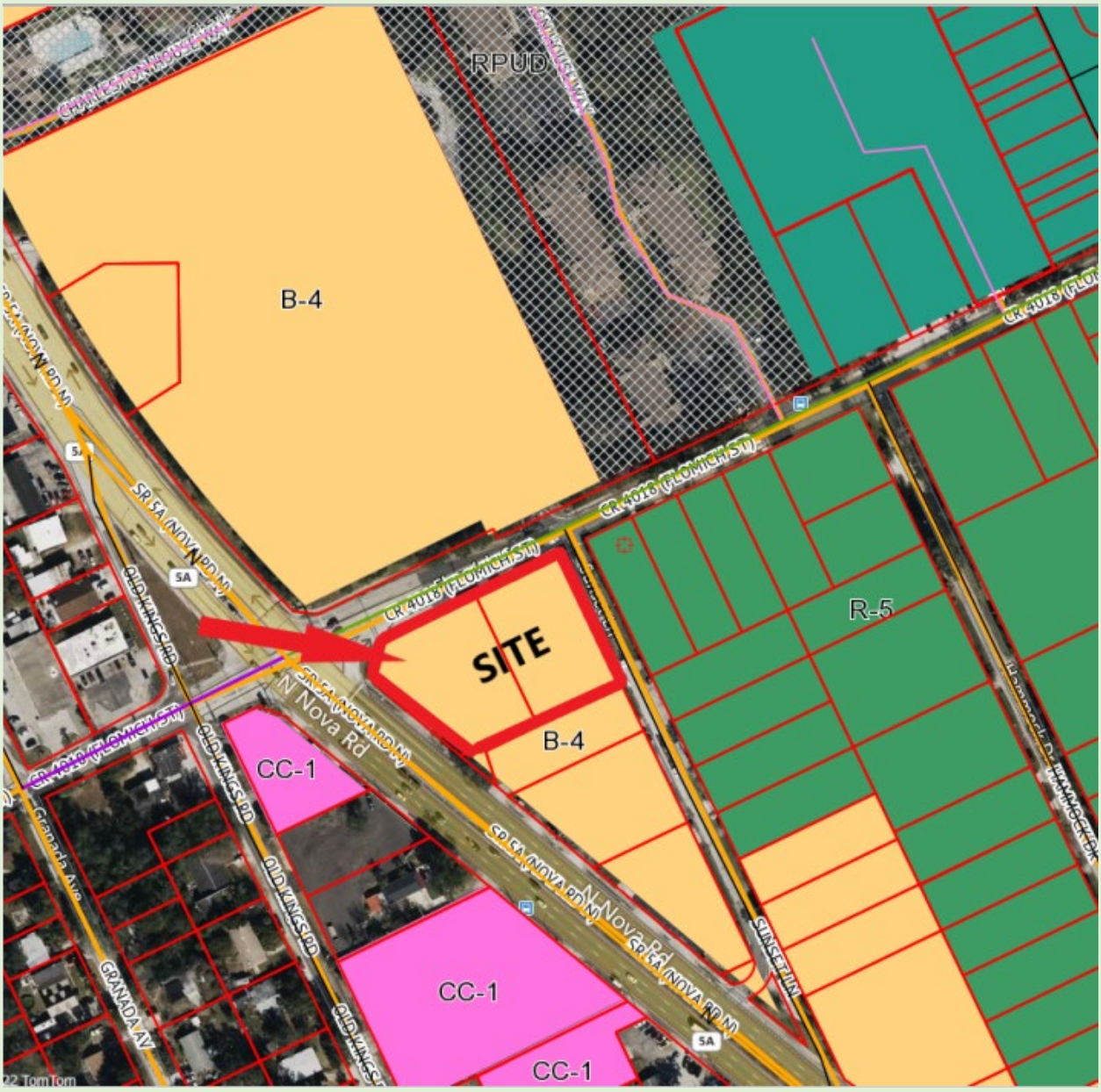
Location Map



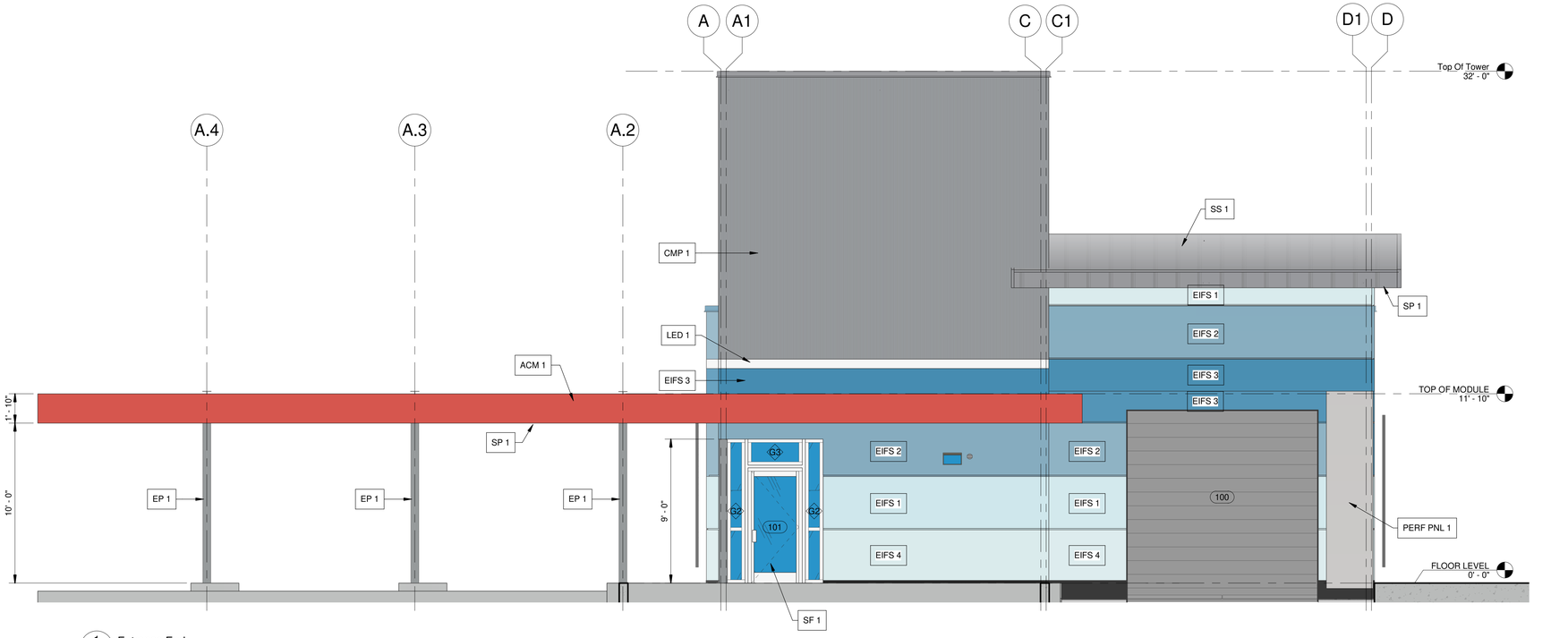
Attachment: Location Map (2022-O-3058 : Blue Penguin Car Wash PD Rezone)

ZONING MAP

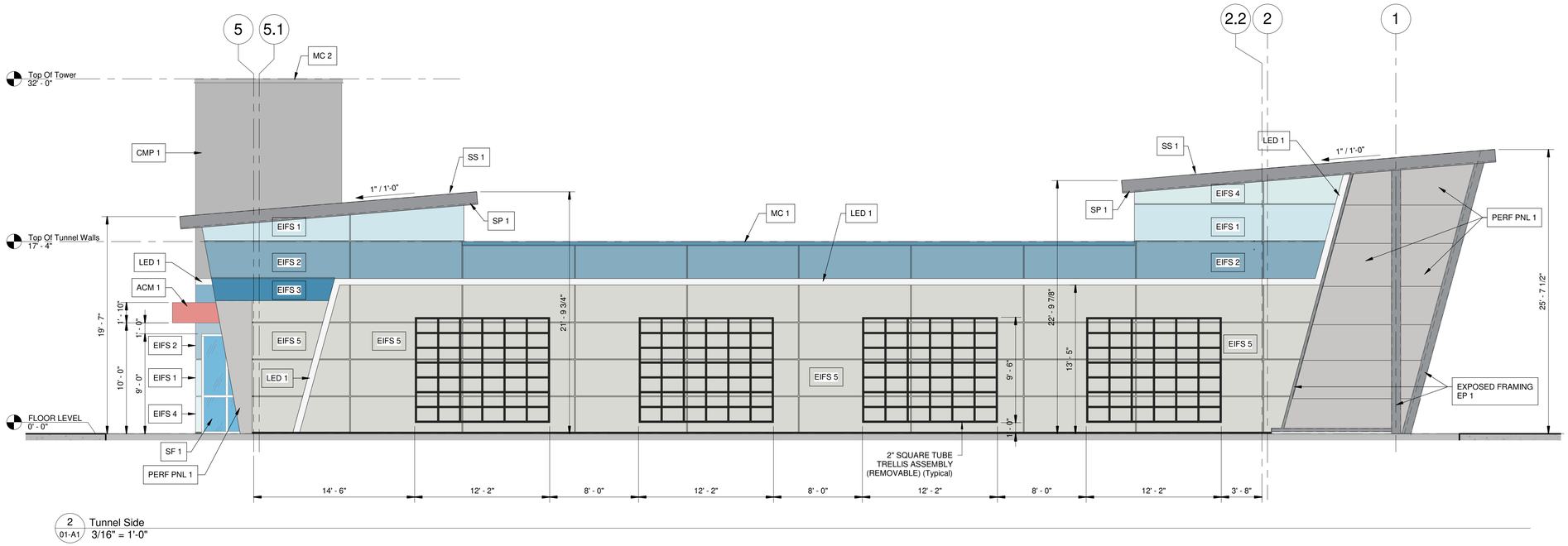
Property is zoned B-4 – Highway Business District



Attachment: Zoning Map (2022-O-3058 : Blue Penguin Car Wash PD Rezone)



1 Entrance End
01-A1 1/4" = 1'-0"



2 Tunnel Side
01-A1 3/16" = 1'-0"

EXTERIOR FINISH LEGEND

CMP 1	22 GA. PRE-FINISHED CORRUGATED GALVALUME (1/2" RIB DP x 2.67" RIB WD), COLOR: PRE-WEATHERED GALVALUME "BY CORRUGATED METALS, INC."
PERF PNL 1	48" WD x 14 GA. (.0781") THICK (ALUM. OR STAINLESS STL) PANELS WITH 1/4" ROUND HOLES ON 3/8" STAGGERED CENTERS (40% OPEN AREA - NO.18143814)
EIFS 1	STO-THERM EIFS SYTEM w/ SMOOTH OR FINE FINISH DRYVIT, STO COLOR: 35207 LIGHT BLUE
EIFS 2	STO-THERM EIFS SYTEM w/ SMOOTH OR FINE FINISH DRYVIT, STO COLOR: 35221 MEDIUM BLUE
EIFS 3	STO-THERM EIFS SYTEM w/ SMOOTH OR FINE FINISH DRYVIT, STO COLOR: 35201 DARK BLUE
EIFS 4	STO-THERM EIFS SYTEM w/ SMOOTH OR FINE FINISH DRYVIT, STO COLOR: 35109 LIGHT GRAY
EIFS 5	STO-THERM EIFS SYTEM w/ SMOOTH OR FINE FINISH DRYVIT, STO COLOR: 35232 DARK GRAY
LED 1	LED LIGHT CHANNEL - LOW VOLTAGE
SS 1	22 GA. "MEDALLION-LOK" ROOF DECKING: 1 3/4" SEAM x 16" WD SMOOTH PANEL, KYNAR 500 FINISH. COLOR: SLATE GRAY "McElroy Metal"
SF 1	SYSTEM: YKK YES 45 TU CLEAR ANODIZED ALUMINUM GLASS: CLEAR/LOW-E INSULATED GLAZING SOLARBAN 70XL SHGC: 0.25 U-VALUE: 0.24
MC 1	METAL COPING: 22 GA. "BY PAC-CLAD" COLOR: KYNAR FINISH, SLATE BLUE
MC 2	METAL COPING: 22 GA. "BY PAC-CLAD" COLOR: KYNAR FINISH, SLATE GRAY
ACM 1	ALUMINUM COMPOSITE MATERIAL "BY ALPOLIC" (OR PRE-APPROVED) COLOR: TOR RED (4-TOR-70)
EP 1	EXTERIOR GRADE PAINT: SHERWIN WILLIAMS SW-7074 SOFTWARE SATIN FINISH
SP 1	SOFFIT AND CANOPY DECK: 20 GA. METAL "BY McELROY METAL" COLOR: KYNAR FINISH, SLATE GRAY

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No.	Description	Date

PROFESSIONAL SEAL

MODULAR CONSTRUCTION

CLIENT
Blue Penguin Car Wash

PROJECT NAME
90' Car Wash

SHEET TITLE
Elevations

PROJECT NUMBER
-

ADDRESS
6701 Ulmerton Road
Largo, Florida 33771

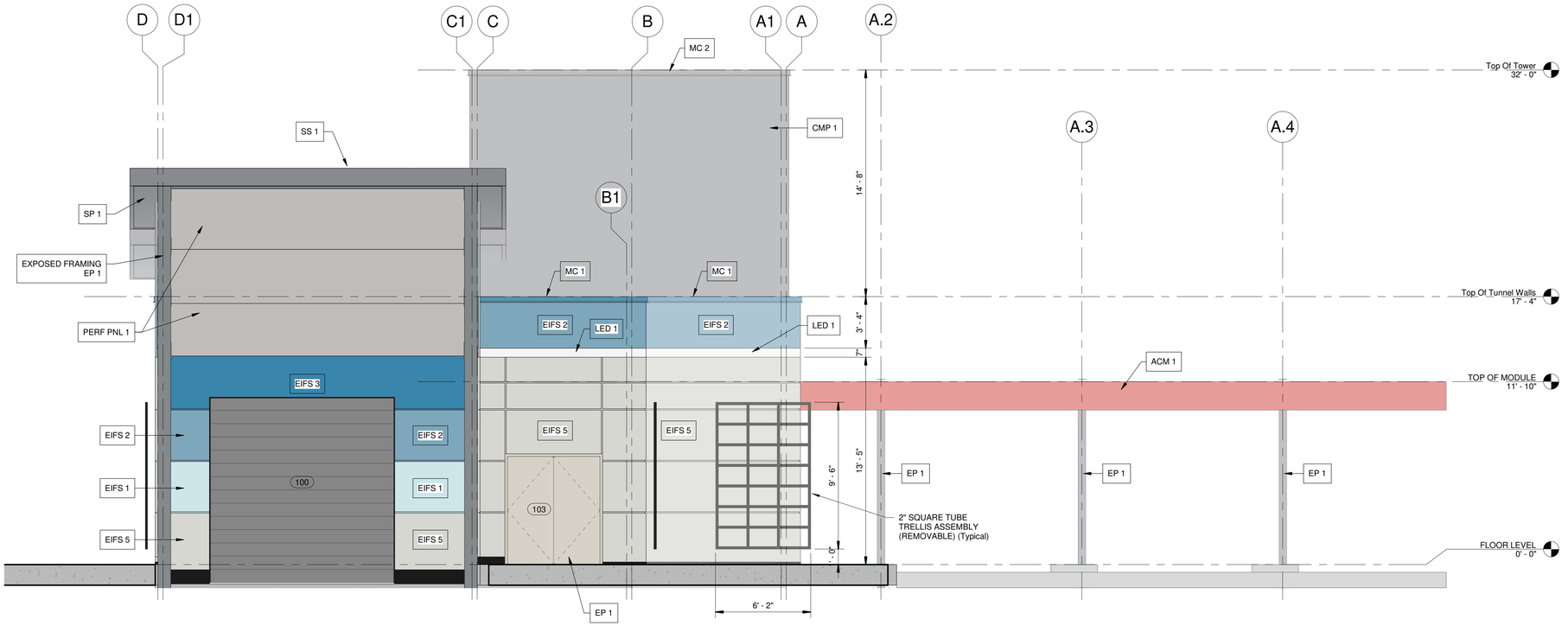
GENESIS NO. -
MODEL NO. -
GBF PROJECT NO.
DATE 06/07/2022
PROFESSIONAL IN CHARGE
PROJECT MANAGER
DRAWN BY TD
QUALITY CONTROL -

01-A2

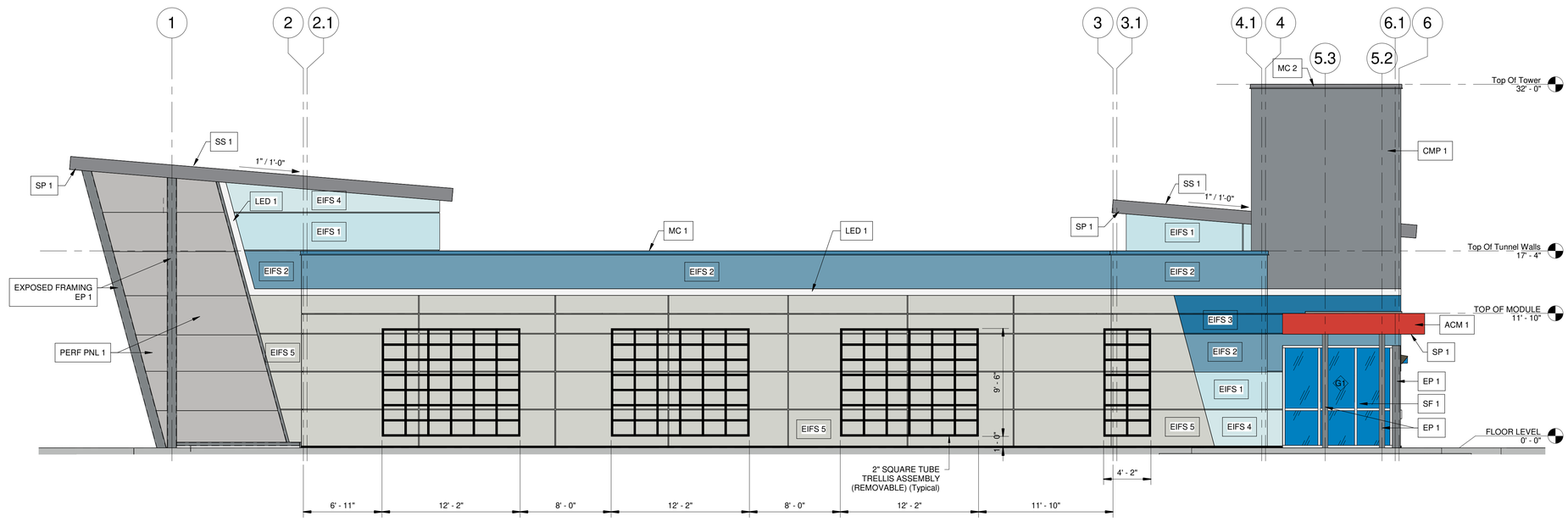
Page 2 Of 54
Scale As indicated

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Attachment: Building Elevations (2022-O-3058 : Blue Penguin Car Wash PD Rezone)



3 01-A1 Exit End
1/4" = 1'-0"



4 01-A1 Equipment Room Side
3/16" = 1'-0"

EXTERIOR FINISH LEGEND

CMP 1	22 GA. PRE-FINISHED CORRUGATED GALVALUME (1/2" RIB DP x 2.67" RIB WD), COLOR: PRE-WEATHERED GALVALUME "BY CORRUGATED METALS, INC."
PERF PNL 1	48" WD x 14 GA. (.0781") THICK (ALUM. OR STAINLESS STL) PANELS WITH 1/4" ROUND HOLES ON 3/8" STAGGERED CENTERS (40% OPEN AREA - NO.18143814)
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EIFS 4	STO-THERM EIFS SYTEM w/ SMOOTH OR FINE FINISH DRYVIT, STO COLOR: 35109 LIGHT GRAY
EIFS 5	STO-THERM EIFS SYTEM w/ SMOOTH OR FINE FINISH DRYVIT, STO COLOR: 35232 DARK GRAY
LED 1	LED LIGHT CHANNEL - LOW VOLTAGE
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SF 1	SYSTEM: YKK YES 45 TU CLEAR ANODIZED ALUMINUM GLASS: CLEAR/LOW-E INSULATED GLAZING SOLARBAN 70XL SHGC: 0.25 U-VALUE: 0.24
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No.	Description	Date

PROFESSIONAL SEAL

MODULAR CONSTRUCTION

CLIENT
Blue Penguin Car Wash

PROJECT NAME
90' Car Wash

SHEET TITLE
Elevations

PROJECT NUMBER
-

ADDRESS
6701 Ulmerton Road
Largo, Florida 33771

GENESIS NO.	-
MODEL NO.	-
GBF PROJECT NO.	
DATE	06/07/2022
PROFESSIONAL IN CHARGE	
PROJECT MANAGER	
DRAWN BY	TD
QUALITY CONTROL	-

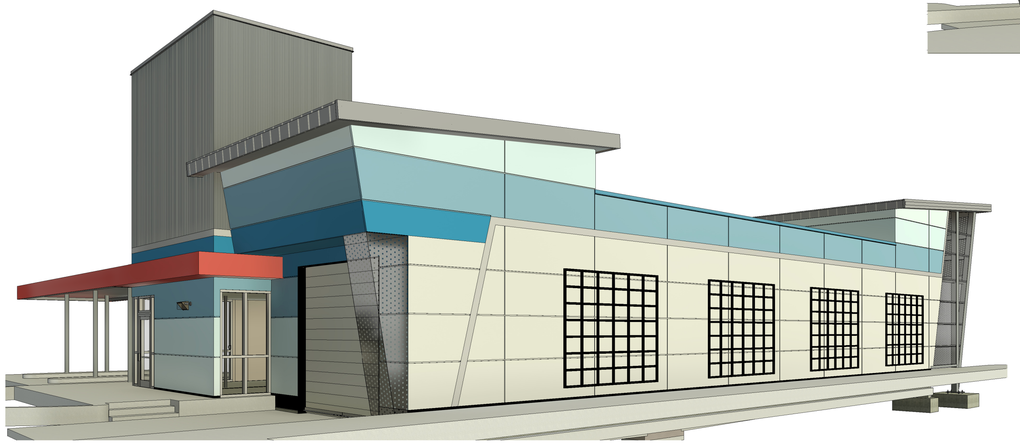
01-A3

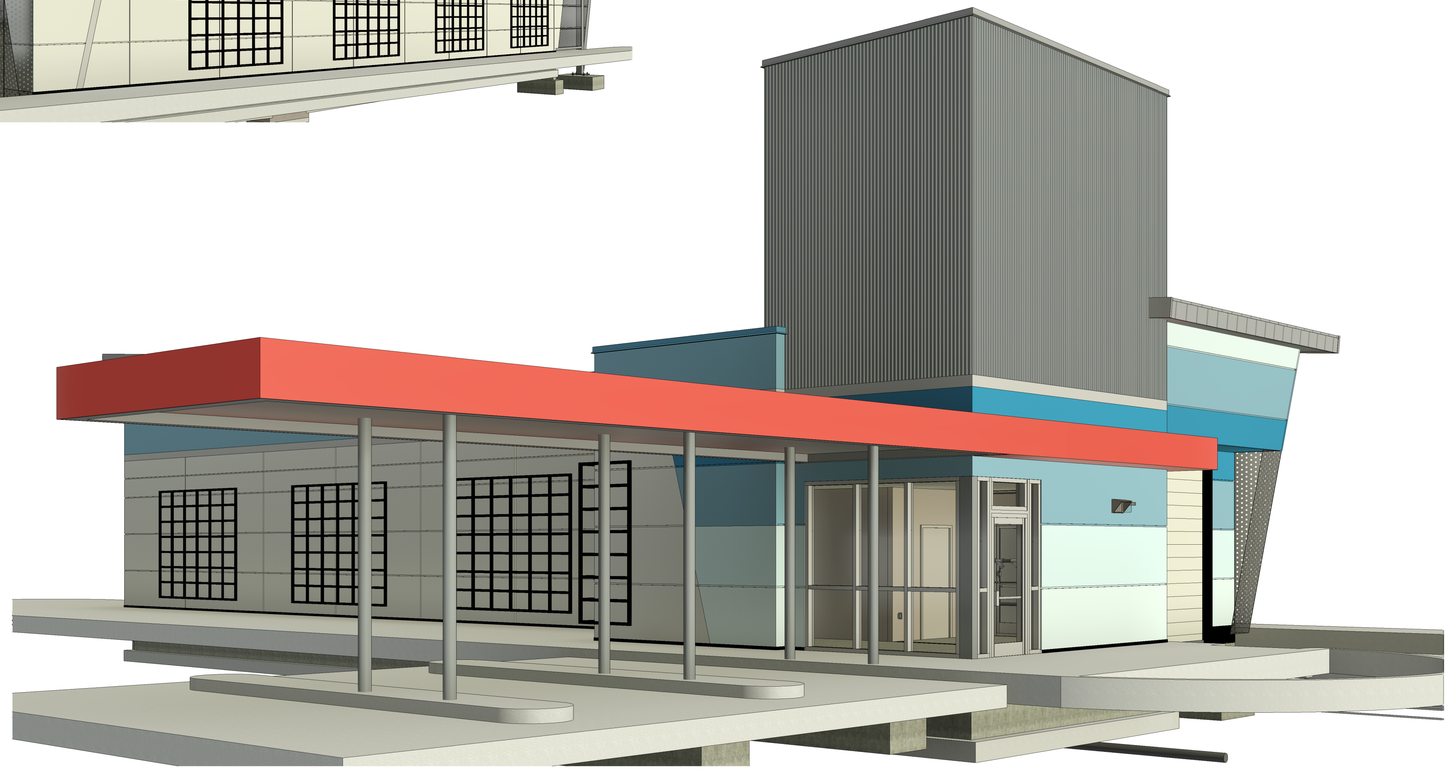
Page Of 54
Scale As indicated

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Attachment: Building Elevations (2022-O-3058 : Blue Penguin Car Wash PD Rezone)







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No.	Description	Date

PROFESSIONAL SEAL

MODULAR CONSTRUCTION

CLIENT
Blue Penguin Car Wash

PROJECT NAME
90' Car Wash

SHEET TITLE
Perspective Views

PROJECT NUMBER
-

ADDRESS
6701 Ulmerton Road
Largo, Florida 33771

GENESIS NO. -
MODEL NO. -
GBF PROJECT NO.
DATE 06/07/22
PROFESSIONAL IN CHARGE
PROJECT MANAGER
DRAWN BY TD
QUALITY CONTROL -

01-A4

Page Of 54
Scale

Attachment: Building Elevations (2022-O-3058 : Blue Penguin Car Wash PD Rezone)

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ALTA/NSPS LAND TITLE SURVEY

DESCRIPTION:

PARCEL I:

ALL OF LOT 1, AND THE WESTERLY 10 FEET OF LOT 2, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

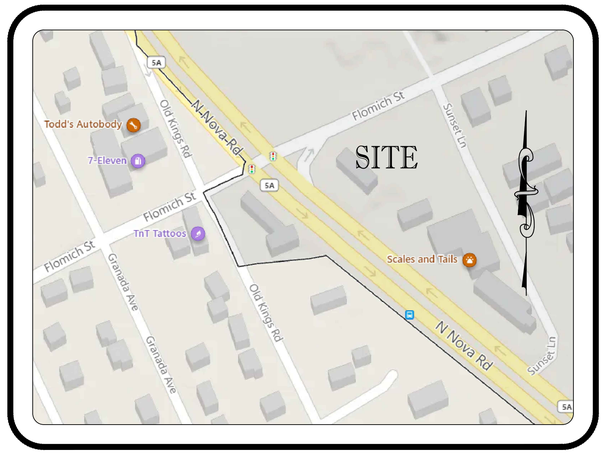
PARCEL II:

LOT 32, EXCEPT PART OF HIGHWAY, BLOCK 1, LARSEN SUBDIVISION, AS PER MAP OR PLAT THEREOF IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS THAT PART OF LOT 32, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING EACH SIDE OF AND WITHIN 50 FEET OF THE SURVEY LINE OF STATE ROAD S-415, SECTION 7951, SAID SURVEY LINE BEING DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST LINE OF LOT 12, BLOCK 1, OF SAID LARSEN SUBDIVISION, AT A POINT 8.23 FEET NORTHERLY FROM THE SOUTHEAST CORNER OF SAID LOT 12 AND RUNNING NORTH 50°04'57" WEST, 893.27 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEASTERLY AND HAVING A RADIUS OF 1910.08 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTER ANGLE OF 0°37'13" A DISTANCE OF 20.68 FEET TO THE NORTH LINE OF LOT 31, BLOCK 1, OF SAID LARSEN SUBDIVISION AT A POINT 69.18 FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID LOT 31.

AND LESS THAT PART OF LOT 32, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID LOT 32 (NORTHEAST CORNER OF LOT 31, SAID SUBDIVISION), SAID CORNER BEING 11.06 FEET NORTH 64°17'40" EAST OF THE INTERSECTION OF THE EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5-A, AND THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF FLOMICH AVENUE; THENCE RUN NORTH 64°17'46" EAST, ALONG THE NORTH LINE OF SAID LOT 32 (SAID EXISTING SOUTHERLY RIGHT OF WAY LINE OF FLOMICH AVENUE) A DISTANCE OF 99.84 FEET TO THE EASTERLY LINE OF SAID LOT 32; THENCE SOUTH 25°38'25" EAST, ALONG SAID EASTERLY LINE OF LOT 32, A DISTANCE OF 4.21 FEET; THENCE SOUTH 64°24'33" WEST A DISTANCE OF 89.27 FEET; THENCE SOUTH 02°11'58" WEST A DISTANCE OF 23.02 FEET TO THE SAID EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5-A (WESTERLY LINE OF SAID LOT 32) AT A POINT 24.38 FEET SOUTH 25°38'25" EAST OF THE POINT OF BEGINNING AND 26.76 FEET SOUTH 50°03'23" EAST OF SAID INTERSECTION; THENCE NORTH 25°38'25" WEST ALONG SAID WESTERLY LINE OF LOT 32 A DISTANCE OF 24.38 FEET TO THE POINT OF BEGINNING.

AND LESS THAT PORTION OF PARCEL I DESCRIBED IN ORDER OF TAKING RECORDED IN O. R. BOOK 3732, PAGE 3453 ON MARCH 13, 1992, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



VICINITY MAP
N.T.S.

TITLE COMMITMENT NOTES:

THE LANDS AND EASEMENTS SHOWN HEREON ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE FOLLOWING DOCUMENTS (UNLESS OTHERWISE NOTED BELOW) CONTAINED IN THE COMMITMENT, AS ISSUED BY FIRST AMERICAN LAND TITLE INSURANCE COMPANY, COMMITMENT NUMBER: 2080-5874183; WITH AN EFFECTIVE DATE OF JANUARY 28, 2022 @ 8:00 A.M., THE DOCUMENTS NOTED BELOW ARE ALL RECORDED IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND CITED IN SCHEDULE B-II OF SAID COMMITMENT AS FOLLOWS:

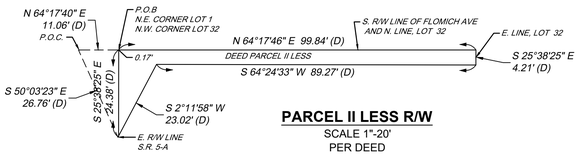
9. RESTRICTIONS, DEDICATIONS, CONDITIONS, RESERVATIONS, EASEMENTS AND OTHER MATTERS SHOWN ON THE PLAT OF LARSEN SUBDIVISION, AS RECORDED IN PLAT BOOK 11, PAGE(S) 252, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 USC 3604(C).) [THIS DOCUMENT DESCRIBES THE SUBJECT PROPERTY AS DEPICTED HEREON.]

BOUNDARY NOTES:

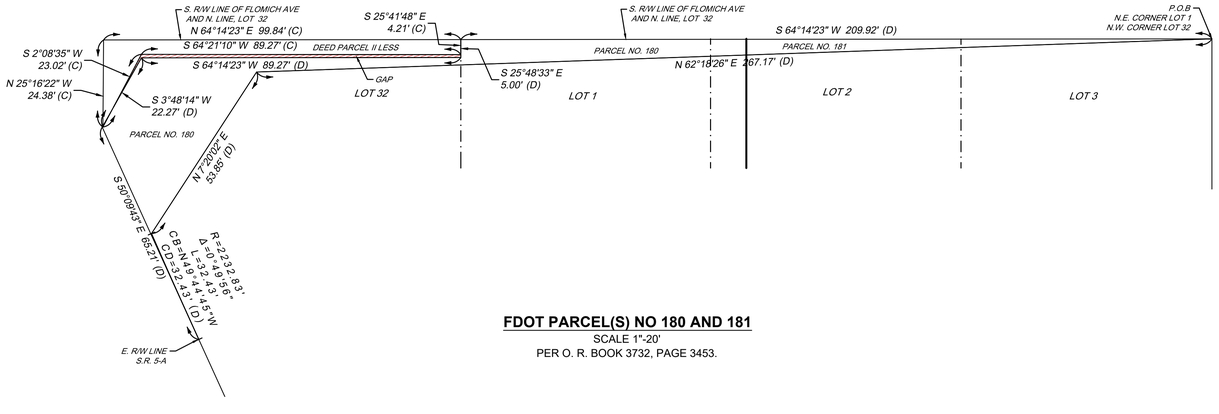
1. THIS PROPERTY IS SUBJECT TO TWO (2) FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY (R/W) PARCEL DESCRIPTIONS ALONG THE SOUTH R/W LINE OF FLOMICH STREET THAT CREATE THREE (3) R/W PARCELS. THE FIRST R/W PARCEL IS A LESS OUT PORTION OF PARCEL II OF THE LEGAL DESCRIPTION. THE SECOND AND THIRD PARCELS ARE PER R/W ORDER OF TAKING, AS RECORDED IN O. R. BOOK 3732, PAGE 3453 FOR PARCEL(S) NO 180 AND 181.

2. EACH OF THE TWO DESCRIPTIONS HAVE DIFFERENT BEARING ALONG THE S. R/W OF FLOMICH STREET. THE FIRST RIGHT-OF-WAY PARCEL HAS A DEED BEARING OF N 64°17'46" E ALONG SOUTH R/W LINE OF FLOMICH STREET. THE SECOND DESCRIPTION FOR PARCELS NO 180 AND 181 HAVE A BEARING OF S 64°14'23" W ALONG THE SOUTH R/W LINE OF FLOMICH STREET.

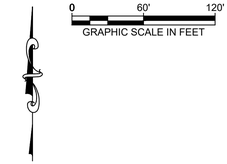
3. WHEN THE TWO DEEDS ARE ALIGNED TO MATCH ALONG A COMMON BEARING AS DEPICTED BELOW IT CREATES A GAP OF LAND BETWEEN THE R/W PARCELS. THIS IS DUE TO EACH DEED HAVING A DIFFERENT DISTANCE ALONG THE WEST LINE OF LOT ONE WITH THE DEED HAVING A DISTANCE OF 4.21' AND THE R/W TAKING HAVING A DISTANCE OF 5.00 ALONG THE SAME COURSE WHICH CREATES A 0.79' GAP ALONG THE LOT LINE. ALTHOUGH THE DEED FOR R/W PARCELS NO 180 AND 181 DOES NOT HAVE SECONDARY BOUNDARY CALLS ALONG THE EXISTING R/W LINE IT DOES HAVE THE SAME COURSE DISTANCE OF 89.27' AS THE FIRST R/W THUS IT IS BELIEVED THAT THE INTENT OF THE DESCRIPTION WAS SUCH AS TO NOT CREATED A GAP BETWEEN EACH DESCRIPTION.



PARCEL II LESS R/W
SCALE 1"-20'
PER DEED



FDOT PARCEL(S) NO 180 AND 181
SCALE 1"-20'
PER O. R. BOOK 3732, PAGE 3453.



SURVEYOR'S NOTES:

1. THE INTENT OF THIS SURVEY IS TO PREPARE A ALTA/NSPS LAND TITLE SURVEY TO DEPICT THE EXISTING CONDITIONS FOR PROPOSED CAR WASH SITE. RE-USE OF THIS SURVEY FOR PURPOSES OTHER THAT WHICH IT WAS INTENDED, WITHOUT THE WRITTEN VERIFICATION, WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING SHOWN HEREON SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO.
2. THIS SURVEY DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF THOMAS ENGINEERING GROUP AND ECP PARTNERS. OR THE PARTIES CERTIFIED HEREON FOR THE EXPRESS PURPOSE STATED HEREIN. COPYING, DISTRIBUTING, AND/OR USING THIS DRAWING, IN WHOLE OR IN PART FOR ANY PURPOSE OTHER THAN ORIGINALLY INTENDED WITHOUT WRITTEN CONSENT FROM CARLSON ENVIRONMENTAL CONSULTANTS, PC. RETAINS THE RIGHT TO INTERPRET ANY INFORMATION CONTAINED HEREON.
3. THE HORIZONTAL AND VERTICAL CONTROL MEASUREMENTS SHOWN HEREON ARE BASED ON GPS MEASUREMENTS OBTAINED UTILIZING A "TRIMBLE R12 GNSS ROVER" REAL TIME KINEMATIC (RTK) RECEIVER USING "TSC-5 DATA COLLECTOR(S) WITH TRIMBLE ACCESS 2020 SOFTWARE". RTK CORRECTIONS WERE OBTAINED UTILIZING FLORIDA PERMANENT REFERENCE NETWORK (FPRN) STATEWIDE SERVICE AND PROCESSED WITH TRIMBLE BUSINESS CENTER SOFTWARE.
4. BEARINGS SHOWN HEREON AS (F) FIELD ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 / 2011 ADJUSTMENT (NAD 83/11). THE BOUNDARY LINES WERE PLOTTED BASED ON A BEST FIT OF FOUND BOUNDARY AND RIGHT-OF-WAY MONUMENTS BASED ON THE GPS RTK CORRECTIONS. THE BEARING OF N 89°50'30" E ALONG _____, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK ___, PAGE ___, PUBLIC RECORDS OF _____ COUNTY, FLORIDA.
5. THE HORIZONTAL FEATURES SHOWN HEREON ARE PLOTTED TO WITHIN 1/20 OF THE MAP SCALE. HORIZONTAL FEATURE LOCATION IS TO THE CENTER OF THE SYMBOL AND MAY BE ENLARGE FOR CLARITY.
6. THE TWO SITE BENCHMARKS AND VERTICAL CONTROL ELEVATIONS USED IN THE ABOVE GPS SITE CALIBRATION ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88) AND WERE OBTAINED BASED ON A LEVEL LOOP USING A TRIMBLE DINI 0.6MM DIGITAL LEVEL TO THE SITE FROM THE FOLLOWING FLORIDA DEPARTMENT OF TRANSPORTATION SURVEY BENCH MARK

   79 98 A BM 6023 ELEVATION = 30.74 (NAVD '29)

   THE MARKER IS A 4"X4" CONCRETE MONUMENT WITH F.D.O.T. BRASS DISK, STAMPED "79 98 A BM 6023". MARKER IS 1.89 MILES SOUTH OF TEH INTERSECTION OF STATE ROAD 40, AND STATE ROAD 5A (NOVA ROAD). THE MARKER IS ON NOVA ROAD BASELINE STATION 645+09.00, 91.23 FEET LEFT, APPROXIMATE N 80° W A DISTANCE OF 60.4 FEET FROM A CROSSING SIGNAL, APPROXIMATELY N 42° E A DISTANCE OF 119 FEET FROM A SPEED LIMIT SIGN, AND APPROXIMATELY N 46° W A DISTANCE OF 91.7 FEET FROM A POWER POLE ON THE SOUTH SIDE OF GOLF AVENUE.
7. THE INTENDED MAP SCALE IS 1"=20' FOR THE BOUNDARY MAP AND TOPOGRAPHIC SURVEY ON SHEETS 2 AND 3.
8. THIS SITE DOES HAVE BUILDINGS AND FENCES ON PREMISE.
9. THIS FIRM HAS IDENTIFIED VARIOUS TYPES OF TREES LOCATED ON THIS SITE BASED ON COMMON KNOWLEDGE OF TREE SPECIES. A QUALIFIED LANDSCAPE ARCHITECT SHOULD BE EMPLOYED FOR POSITIVE IDENTIFICATION OF TREE SPECIES. TREE DIAMETERS ARE APPROXIMATE AND WERE MEASURED AT BREAST HEIGHT.
10. SITE DATA AND VICINITY MAP WAS PROVIDED TO CEC BY THE THOMAS ENGINEERING GROUP AS DEPICTED IN THE SITE PLAN AND CAD FILE "_____.DWG".
11. THIS PROPERTY IS LOCATED IN THE CITY OF HOLLY HILL (COMMUNITY NUMBER 125112), SUBJECT PROPERTY IS WITHIN FEMA FLOOD ZONE "X" (BASE FLOOD ELEVATION N/A), BASED ON THE FLOOD INSURANCE RATE MAP (FIRM), DATED FEBRUARY 19, 2014, PANEL 0352, SUFFIX H, (AS REFERENCED IN FEMA INDEX MAP FOR VOLUSIA COUNTY, FLORIDA, DATED APRIL 15, 2002) AS ESTABLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), AS SHOWN HEREON.
11. GROSS LAND AREA FOR THIS PROPERTY IS _____ SQUARE FOOT OR _____ ACRES MORE OR LESS.
12. CARLSON ENVIRONMENTAL CONSULTANTS, PC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B. #8396.

CERTIFICATE:

TO _____

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(b), 7(a), 8, 11(a), and 13 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON AUGUST 08, 2022.

DATE OF PLAT OR MAP: AUGUST 09, 2022

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY NICHOLAS MESSINA JR., PSM#6559. ON THE DATE ADJACENT TO THE SEAL.

THIS SURVEY MAP OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OR A UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES 5J-17.061 & 5J-17.062 FLORIDA ADMINISTRATIVE CODE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

NICHOLAS MESSINA JR., FOR THE FIRM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO 6559
CARLSON ENVIRONMENTAL CONSULTANTS, PC
LICENSED BUSINESS NUMBER #8396

PRELIMINARY DRAWING

REV	MM/DD/YR	DESCRIPTION	DWN BY	APP BY
1	04/08/22	VERIFIED E. R/W LINE OF U.S. 41, SET MONUMENTS	NM	NM

TITLE: ALTA/NSPS LAND TITLE SURVEY

PROJECT: *ECP HOLLY HILL CAR WASH*
1885 N. NOVA RD
HOLLY HILL, FLORIDA

CLIENT: *THOMAS ENGINEERING GROUP*

CARLSON ENVIRONMENTAL CONSULTANTS, PC
305 SOUTH MAIN STREET
MONROE, NORTH CAROLINA 28112
(704) 283-9765
FAX (704) 283-9755

CEC LB# 8396 | SCALE: 1" = 30' | PROJECT NO.: 262.04.01

WWW.CECENV.COM

DWG: ***Holly-Hill -ATLA-Survey-Bndy***

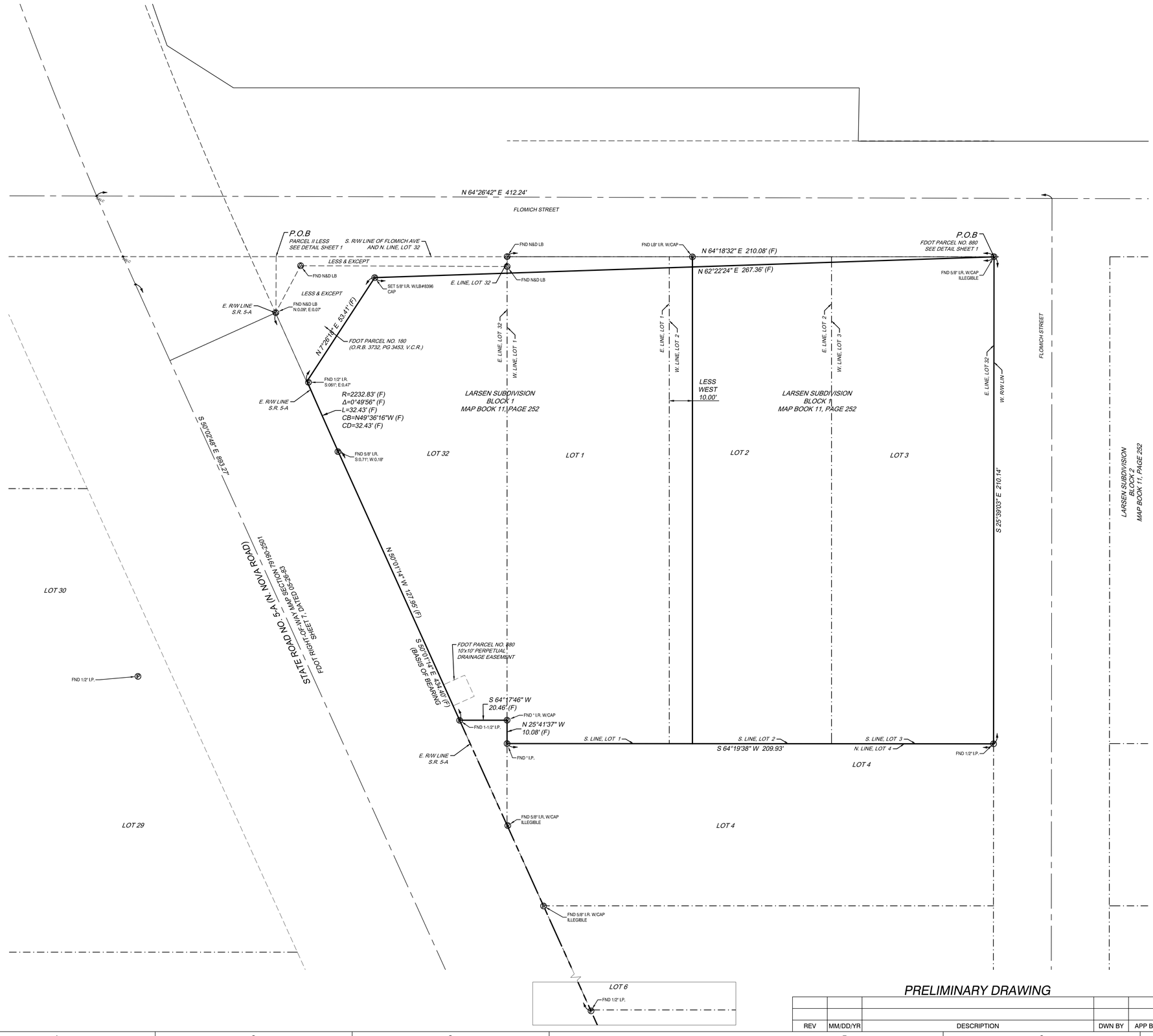
DATE: AUGUST 9, 2022

SHEET NO.: 1 OF 3

Attachment: Holly-Hill -ATLA-Survey-Bndy-(08-17-22) (2022-O-3058 : Blue Penguin Car Wash PD Rezone)

ALTA/NSPS LAND TITLE SURVEY

0 20' 40'
GRAPHIC SCALE IN FEET



LEGEND:

CONC.	CONCRETE
(D)	DEED
D.B.	DEED BOOK
ELEV.	ELEVATION
ELEC.	ELECTRICAL
(F)	FIELD MEASUREMENTS
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FND	FOUND
INV.	INVERT
I.R.	IRON ROD
I.R.C.	IRON ROD W/ CAP
LB#	LICENSED BUSINESS NUMBER
(F)	FIELD MEASUREMENTS BY CEC
N&D	NAIL & DISK
O.R.B.	OFFICIAL RECORDS BOOK
(P)	PLAT
P.B.	PLAT BOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R/W	RIGHT-OF-WAY
V.C.R.	VOLUSIA COUNTY RECORDS

- BENCH MARK
- BM / ANCHOR
- CONCRETE LIGHT POLE
- CONCRETE POWER POLE
- ELECTRICAL OUTLET
- ELECTRICAL PULL BOX
- FIRE HYDRANT
- IRON PIPE
- IRON ROD
- MONITORING WELL
- NAIL&TAB
- PEDESTRIAN SIGNAL
- OUTFALL
- PIN FLAG
- PIPE
- PARKING LIGHT 1 BULB
- PLUG
- SANITARY CLEAN OUT
- SANITARY MANHOLE
- SIGN
- STORM MANHOLE
- TELEPHONE PULL BOX
- TRAFFIC PULL BOX
- TRANSFORMER PAD
- VALLEY CURB INLET
- WATER VALVE
- WOOD POWER POLE
- PALM TREE
- SHADE TREE
- PINE TREE
- CHAIN LINK FENCE
- OHW OVER HEAD WIRES

PRELIMINARY DRAWING

REV	MM/DD/YR	DESCRIPTION	DWN BY	APP BY

TITLE: ALTA/NSPS LAND TITLE SURVEY

PROJECT: *ECP HOLLY HILL CAR WASH*
1885 N. NOVA RD
HOLLY HILL, FLORIDA

CLIENT: *THOMAS ENGINEERING GROUP*

CARLSON ENVIRONMENTAL CONSULTANTS, PC
305 SOUTH MAIN STREET *(704) 283-9765*
MONROE, NORTH CAROLINA 28112 *FAX (704) 283-9755*

CEC LB# 8396 | SCALE: 1" = 30' | PROJECT NO.: 262.04.01

CEC
WWW.CECENV.COM

DWG: *Holly-Hill -ATLA-Survey-Bndy*

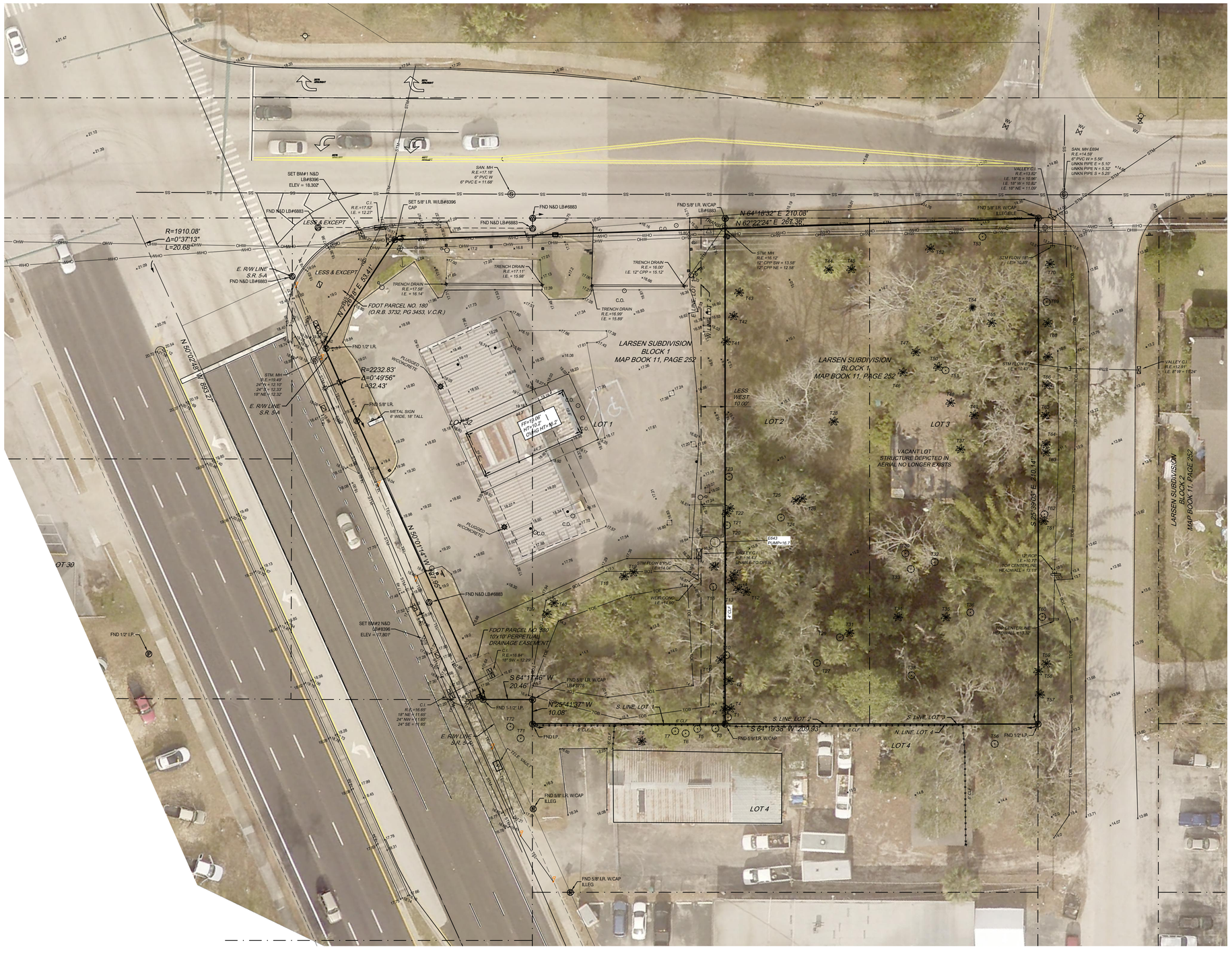
DATE: AUGUST 9, 2022

SHEET NO.: 2 OF 3

Attachment: Holly-Hill -ATLA-Survey-Bndy-(08-17-22) (2022-O-3058 : Blue Penguin Car Wash PD Rezone)

ALTA/NSPS LAND TITLE SURVEY

0 20' 40'
GRAPHIC SCALE IN FEET



TREE DESCRIPTION TABLE

T1	18" GUMBO LIMBO
T2	8" PALM
T3	18" PINE
T4	18" PALM
T5	12" GUMBO LIMBO
T6	12" GUMBO LIMBO
T7	20" GUMBO LIMBO
T8	12" PALM
T9	12" PALM
T10	24" OAK
T11	12" PALM
T12	12" PALM
T13	12" PALM
T14	12" PALM
T15	12" PALM
T16	(2)12" GUMBO LIMBO
T17	12" PALM
T18	18" PALM
T19	18" PALM
T20	16" GUMBO LIMBO
T21	14" PALM
T22	14" PALM
T23	12" GUMBO LIMBO
T24	24" OAK
T25	12" PALM
T26	18" PALM
T27	14" OAK
T28	12" PALM
T29	20" OAK
T30	16" OAK
T31	10" PALM
T32	14" GUMBO LIMBO
T33	12" OAK
T34	12" PALM
T35	12" PALM
T36	24" OAK
T37	12" PALM
T38	20" MAGNOLIA
T39	18" PALM
T40	18" PALM
T41	12" PALM
T42	12" PALM
T43	12" PALM
T44	12" PALM
T45	12" PALM
T46	12" PALM
T47	(2)12" PALM
T48	(2)12" PALM
T49	12" PALM
T50	12" PALM
T51	40" OAK
T52	(2)12" PALM
T53	14" OAK
T54	22" WHITE PINE
T55	12" PALM
T56	36" OAK
T57	12" PALM
T58	12" PALM
T59	12" PALM
T60	12" GUMBO LIMBO
T61	12" PALM
T62	12" GUMBO LIMBO
T63	12" PALM
T64	12" PALM
T65	12" PALM
T66	12" PALM
T67	12" PALM
T68	14" PALM
T69	(2)12" GUMBO LIMBO
T70	12" PALM
T71	18" OAK
T72	18" OAK

LEGEND:

CONC.	CONCRETE
(D)	DEED
D.B.	DEED BOOK
ELEV.	ELEVATION
ELEC.	ELECTRICAL
(F)	FIELD MEASUREMENTS
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PRELIMINARY DRAWING

REV	MM/DD/YR	DESCRIPTION	DWN BY	APP BY

TITLE: ALTA/NSPS LAND TITLE SURVEY

PROJECT: *ECP HOLLY HILL CAR WASH*
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DWG: *Holly-Hill -ATLA-Survey-Bndy*

DATE: AUGUST 9, 2022

SHEET NO.: 2 OF 3

Attachment: Holly-Hill -ATLA-Survey-Bndy (08-17-22) (2022-O-3058 : Blue Penguin Car Wash PD Rezone)

TRUCKIN TRAFFIC, LLC
721 Gulf Boulevard, Suite 200
Indian Rocks Beach, Florida 33785
(727) 647-8196

TRIP GENERATION MEMORANDUM

Date: July 6, 2022

To: City of Holly Hill

From: Jane A. Caldera, P.E. - TRUCKIN TRAFFIC, LLC

Copy To: Mike Lucido - ECP Partners

Subject Blue Pelican Carwash Redevelopment
N. Nova Road (SR 5A) at Flomich Street - SEC
Holly Hill, FL

Parcel Nos: 424231010010, 424231010020

JANE ANNE CALDERA LICENSE No. 53116 STATE OF FLORIDA PROFESSIONAL ENGINEER

Jane A Caldera Digitally signed by Jane A Caldera Date: 2022.07.06 10:27:56 -04'00'

The purpose of this technical memorandum is to provide an analysis of the trip generation associated with the 1.3-acre redevelopment project located on the southeast corner of N. Nova Road (SR 5A) at Flomich Street, in Holly Hill, Florida.

The site location is shown graphically on Figure 1 below.

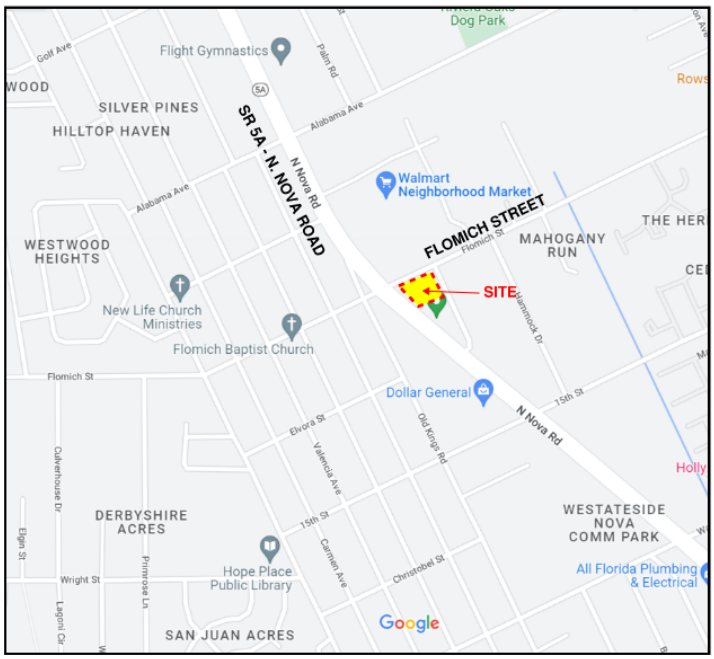
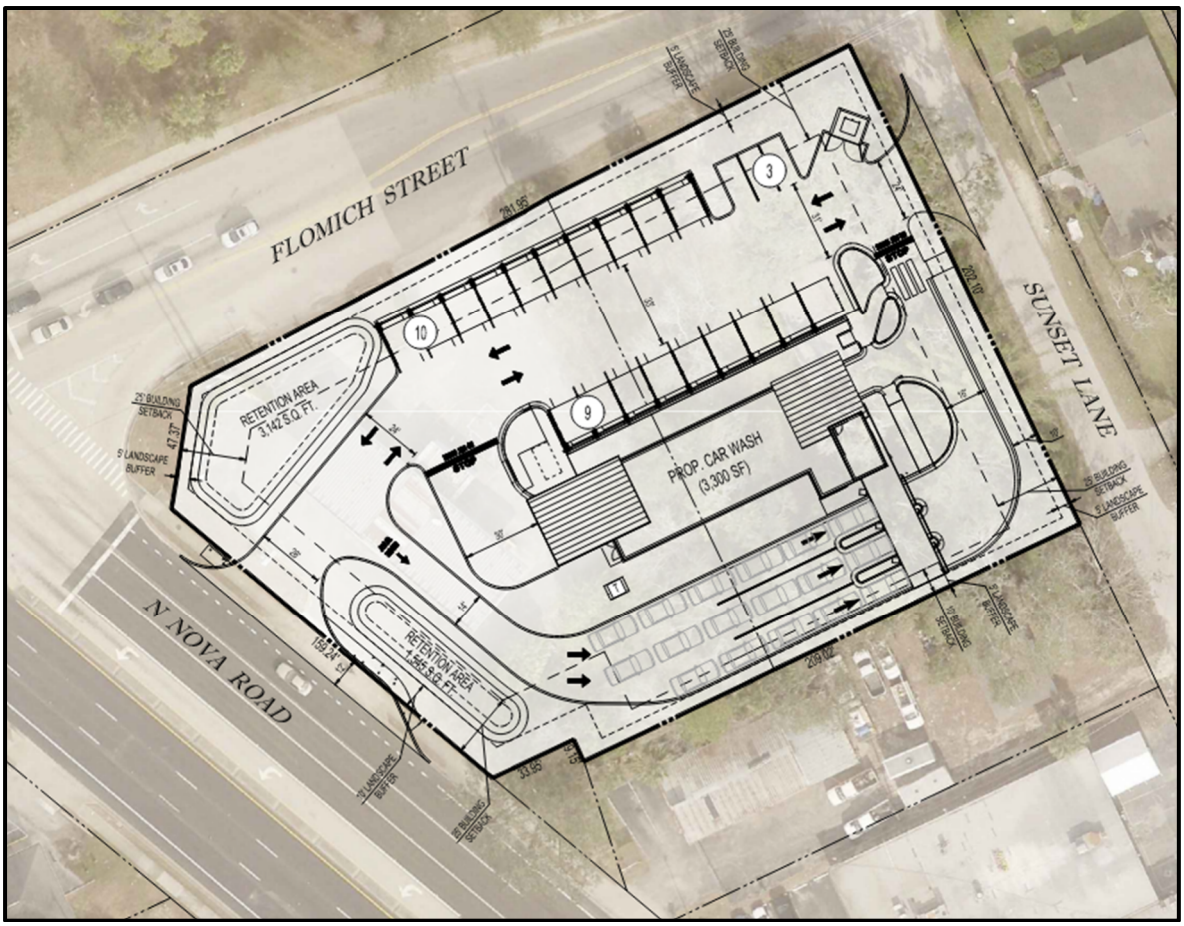


FIGURE 1 - SITE LOCATION

Attachment: Trip Generation Memo_SR 5A at Flomich (2022-O-3058 : Blue Penguin Car Wash PD Rezone)

The property currently contains a 900 SF convenience store building with canopy area that previously provided a roof for 8 vehicles fueling positions and a single-family home. The convenience store/gasoline station development has not been operational for several years. The proposed redevelopment will demolish existing building on the site and construct an automated car wash with will have a 3,300 SF building containing one car wash tunnel.

The conceptual layout for the automated car wash is shown below.



Attachment: Trip Generation Memo_SR 5A at Flomich (2022-O-3058 : Blue Penguin Car Wash PD Rezone)

The daily, AM and PM peak hour generation estimates for this redevelopment were performed based on the trip rates contained in the latest edition from the ITE Trip Generation Manual (i.e., 11th Edition). Tables 1, 2 and 3 below provide the detailed trip generation calculations for the daily, AM and PM peak hours, respectively.

TABLE 1

DAILY - TRIP GENERATION ESTIMATES

ITE Land-Use Category	ITE (Code)	Indp. Var.	Size	(1) ITE Rate	Total Trips	Pass-By Rate	Net-New Trips	NN In	NN Out
Automated Car Wash (2)	948	KSF	3.30	142.0	469	0%	469	235	234

NOTES:

(1) - ITE Trip Generation Manual, 11th Edition

(2) - The ITE Trip Generation Manual does not have data for the daily trips, the PM to Daily Ratio of 0.10 was used to estimate the daily trip rate.

TABLE 2

AM PEAK-HOUR - TRIP GENERATION ESTIMATES

ITE Land-Use Category	ITE (Code)	Indp. Var.	Size	(1) ITE Rate	Total Trips	Pass-By Rate	Net-New Trips	NN In	NN Out
Automated Car Wash (3)	948	KSF	3.30	14.2	47	0%	47	24	23

NOTES:

(1) - ITE Trip Generation Manual, 11th Edition

(3) - The ITE Trip Generation Manual does not have data for the AM peak hour, therefore the PM peak-hour of the adjacent street trip rate was utilized.

TABLE 3

PM PEAK-HOUR - TRIP GENERATION ESTIMATES

ITE Land-Use Category	ITE (Code)	Indp. Var.	Size	(1) ITE Rate	Total Trips	Pass-By Rate	Net-New Trips	NN In	NN Out
Automated Car Wash	948	KSF	3.30	14.2	47	0%	47	24	23

NOTES:

(1) - ITE Trip Generation Manual, 11th Edition

As shown above tables, this redevelopment project will generate less than 500 daily trips and less than 50 during the peak hour trips.

Please feel free to contact me if you have any questions or need additional information to approve this redevelopment.

Attachment: Trip Generation Memo_SR 5A at Flomich (2022-O-3058 : Blue Penguin Car Wash PD Rezone)

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

REZONE/ FUTURE LAND USE AMENDMENT

Date Received:_____ Application ID:_____ Submitted By:_____

PROJECT INFORMATION:

PROJECT NAME: Blue Penguin Car Wash - Nova Rd.
PARCEL ID #(S): 424231010010, 424231010020
LOCATION: 1885 N. Nova Rd., Holly Hill, FL 32117
EXISTING USE(S): Gas Station
PROPOSED USE(S): Express Car Wash
TOTAL ACREAGE: 1.25 AC
WATER PROVIDER: _____ SEWER PROVIDER: _____
PRIVATE WELL _____ PRIVATE SEPTIC _____
CURRENT ZONING: B-4 PROPOSED ZONING: PD
CURRENT FUTURE LAND USE: General Retail PROPOSED FUTURE LAND USE: General Retail

APPLICANT INFORMATION:

Name: Edward McDonald E-Mail: emcdonald@thomaseg.com
Address: 1502 W Fletcher Ave.#101, Tampa, FL 33612 Phone: 813 379-4100
Company: Thomas Engineering Group Fax: _____

☐ Owner ☒ Agent for Owner ☐ Attorney for Owner

OWNER INFORMATION:

Name: First Coast Energy LLP E-Mail: cbreslin@firstcoastenergy.com
Address: 7014 A.C. Skinner Pkwy, Suite 290 Phone: 904 596-3200
Jacksonville, FL 32256 Fax: 904 596-8550

CONSULTANT INFORMATION:

Name: Darren T. R. Eyre, PE E-Mail: deyre@thomaseg.com
Address: 1502 W Fletcher Ave.#101, Tampa FL 33612 Phone: 813 379-4100
Company: Thomas Engineering Group Fax: _____

Attachment: Rezoning Application (2022-O-3058 : Blue Penguin Car Wash PD Rezone)

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

WHO SHOULD ALL COMMUNICATION BE DIRECTED TO?

__X__ APPLICANT _____ OWNER __X__ CONSULTANT

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 / LDR TEXT AMENDMENT $1,200

REZONE (PD)

- ☒ PD REZONE $2,000
- ☐ PD AMENDMENT $1,250 (This does not mean changes in items such as uses or density but means minor changes in items such as layout and landscaping.)

***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 386-248-9424.
- ☐ ELECTRONIC COPY OF ALL ITEMS SUBMITTED
- ☐ APPLICATION AND 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)

Attachment: Rezoning Application (2022-O-3058 : Blue Penguin Car Wash PD Rezone)

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

- ☐ SCHOOL CAPACITY REVIEW – *IF PROPOSING OVER 10 RESIDENTIAL UNITS (CONTACT SCHOOL BOARD PLANNING & BUSINESS SERVICES AT 386-734-7190 FOR APPLICATION)*
- ☐ 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)
- ☐ DRAFT DEVELOPMENT ORDER IN MS WORD FORMAT (*PD REZONE ONLY – CONTACT THE CITY PLANNER)*
- ☐ PRELIMINARY DEVELOPMENT PLAN (***PD REZONE ONLY*** - *SEE CODE SEC. 114-771*)
- ☐ **REZONES ONLY**: ANSWER THE 8 QUESTIONS ATTACHED ON THE REZONING REQUIREMENTS SHEET
- ☐ **COMPREHENSIVE PLAN AMENDMENTS ONLY**: Provide a **Facility Demand Comparison**. For example, for the existing Future Land Use designation, show the demands on the city's infrastructure at the highest intensity, and for the proposed Future Land Use, show what the demands would be at the highest intensity. Show this information for the following facilities:
  - Potable Water
  - Sanitary Sewer
  - Stormwater
  - Transportation (Use current year ITE Trip Generation Rates–Provide PM Peak Hour and Avg Daily)
  - Solid Waste Collection
  - School (Residential Only)
- ☐ **COMPREHENSIVE PLAN AMENDMENTS ONLY**: Provide a **Demonstration of Capacity**: Show that there is capacity and ability to meet increased demands on facilities. The city's public works department can assist in providing information regarding potable water, sanitary sewer and solid waste.

Applicant's Signature: Darren T.R. Eyre _____ 9-2-22
(Signature) ***(Date)***

Darren T.R. Eyre
(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: Rezoning Application (2022-O-3058 : Blue Penguin Car Wash PD Rezone)

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

REZONING REQUIREMENTS

The following items must be completed in sufficient detail to allow the City to determine if the application complies with the City Code Chapter 114 and Section 82-372.

1. Is it consistent with all adopted elements of the comprehensive plan? [X]YES [ ]NO Explain.
   Car Wash is an allowable use.

2. What is its impact upon the environment or natural resources? [ ]YES [ ]NO Explain.
   Minimal impact, we will be designing the infrastructure according to FDEP & SJRWMD standards.

3. What is its impact upon the economy of any affected area? [ ]YES [ ]NO Explain.
   Increase in the economy as it is a redevelopment of an existing establishment that is no longer in business .

4. What is its impact upon any existing necessary governmental services such as schools, sewage disposal, solid waste or transportation systems? [ ]YES [ ]NO Explain.
   Minimal impact on these services, and no impact on schools.

Attachment: Rezoning Application (2022-O-3058 : Blue Penguin Car Wash PD Rezone)

HOLLY HILL
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Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

5. Are there any changes in circumstances or conditions affecting the area.? [X]YES [ ]NO Explain.

This project will eliminate an existing closed business, and will improve access along Nova Rd. by installing a right in only driveway and eliminating the driveway on Flomich St.

6. Are there any mistakes in the original classification? [ ]YES [X]NO Explain.

A rezone to PD is a requirement for a car wash.

7. What is its effect upon the use or value of the affected area? [X]YES [ ]NO Explain.

This project will eliminate a closed business and improve the use and value of the area.

8. What is its impact upon the public health, welfare, safety or morals? [ ]YES [ ]NO Explain.

There will be no adverse impact on the public health, welfare, safety or morals because of this project. The project will be designed per the current FDEP and water management standards.

Darren T.R. Eyre	Darren T.R. Eyre
Print Applicant Name	Applicant Signature
Print Applicant Name	Applicant Signature
9/2/22	9/2/22
Date	Date

Attachment: Rezoning Application (2022-O-3058 : Blue Penguin Car Wash PD Rezone)

SITE DATA:

SITE ADDRESS:	1885 N. NOVA RD DAYTONA BEACH , FL 32117	
PARCEL ID:	424231010010, 424231010020	
TOTAL SITE AREA:	±1.25 AC (±54,465 SF)	
JURISDICTION:	CITY OF HOLLY HILL	
ZONING DISTRICT:	B-4 (HWY BUSINESS DISTRICT) REZONE TO PUD	
FUTURE LAND USE:	GENERAL RETAIL COMMERCIAL	
PROP. PERVIOUS AREA:	17,755 S.F. (0.41 ACRES) - 32.60%	
PROP. IMPERVIOUS AREA:	36,710 S.F. (0.84 ACRES) - 67.40%	
BUILDING AREA:	4,862 S.F. (0.11 ACRES) - 8.93%	
VUA	26,892 S.F. (0.62 ACRES) - 49.37%	
PROP. S/W:	4,956 S.F. (0.11 ACRES) - 9.10%	
TYPICAL PARKING STALL:	13' x 20' (ADA: 12' x 20')	
ADA SPACES REQUIRED:	1 SPACE	
ADA SPACES PROVIDED:	1 SPACE	
	ALLOWED	PROP.
MAXIMUM BUILDING HEIGHT:	30'	40' MAX.
F.A.R.:	1.95%	0.30 MAX.
MAX. IMPERVIOUS SURFACE AREA:	70%	70% MAX.
LANDSCAPE BUFFERS:	REQUIRED	
FRONT (FLOMICH ST)	10'	
SIDE ST (SUNSET LANE)	15'	
SIDE ST (N NOVA ROAD)	12'	
REAR (SOUTH)	5'	
SETBACKS:	REQUIRED	PROP.
FRONT (FLOMICH ST)	25'	90.50'
SIDE ST (SUNSET LANE)	25'	63.51'
SIDE ST (N NOVA ROAD)	25'	61.48'
REAR (SOUTH)	10'	87.58'
REQUIRED PARKING:		
STACKING REQUIREMENT	5 SPACES	21 STACKS
EMPLOYEE (0.8 / EMPLOYEE)	4 SPACES	
TOTAL:	4 SPACES	
PARKING PROVIDED:		
VACUUM	19 SPACES	
EMPLOYEE	3 (0.8 SP/EMPLOYEE) (MIN. 4)	
TOTAL	22 SPACES (INCL. 1 ADA SPACE)	

Attachment: Site Data (2022-O-3058 : Blue Penguin Car Wash PD Rezone)

7-2022

Exhibit to Ordinance No. _____

DEVELOPMENT AGREEMENT for the project known as Blue Penguin Car Wash Planned Unit Development (PUD) located at 1885 N. Nova Road and 1117 Flomich Street, Holly Hill, (hereinafter referred to as the "Subject Property").

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into and made as of the ___ day of _____, 2022, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Ave. Holly Hill, FL 32117 (hereinafter referred to as the "City"), and BDG, LLC, a Florida limited liability company, (hereinafter referred to as the "Owner" or "Owner/Developer") with a mailing address of 6657 78th Avenue N Pinellas Park, FL 33781.

W I T N E S S E T H

WHEREAS, the Owner warrants that it holds legal title to (or is under contract to purchase) the lands located in Volusia County, Florida, and within the corporate limits of the City of Holly Hill, said lands being more particularly described in **Exhibit "A"**, Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; 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 has clear title of the Subject Property or is currently under contract to purchase the Subject Property and intends to develop such property; and

WHEREAS the Owner/Developer or Developer desires to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and of other governmental authorities, and the Owner/Developer desires to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS the development permitted or proposed under this Development Agreement is consistent with the City's Comprehensive Plan, concurrency management system, and all land development regulations; and

WHEREAS it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

WHEREAS the Owner/Developer has sought the City's approval to develop the Subject Property, and the City approved **Ordinance No**. _____, through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City's Land Development Code; and

Attachment: Blue Penguin Development Agreement (2022-O-3058 : Blue Penguin Car Wash PD Rezone)

WHEREAS, the PUD shall consist of this Agreement as the Written Development Agreement of the PUD, and a Preliminary Plan aka the Preliminary Development Plan, attached hereto as **Exhibit, "B"**, subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein, (hereinafter the "Master Development Plan"). Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

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. **Recitals and Definitions.** The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's Land Development Code as it may be amended from time to time, unless otherwise indicated.

2. **Ownership.** The legal and equitable owners of the Subject Property are First Coast Energy LLC and Eddie Kent Gayhart **(Sellers)**.

3. **Title Opinion/Certification.** The Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Subject Property to be in the name of the Owner/Developer and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record.

4. **Subordination/Joinder.** Unless otherwise agreed to by the City and if applicable, all liens, mortgages, and other encumbrances that are not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination or joinder, in a form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

5. **Duration.** The duration of this Agreement is binding and runs with the land in perpetuity, unless amended.

6. **Development of the Subject Property**. Development of the Subject Property shall be subject to performance standards listed in this Agreement. Where a land use listed below differs from a defined use in the City of Holly Hill's Code of Ordinances, the use listed in this Agreement shall prevail.

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A. Permitted principal uses allowable on the Subject Property:
1. Car Wash
2. Restaurant
3. Restaurant with drive thru
4. Retail
5. Gasoline with Convenience
6. Bank or Financial Institution
7. Medical not to include blood plasma centers or blood banks

B. Prohibited principal uses, if any:
1. Unless a use is specifically stated as permitted, it is prohibited.

C. Proposed minimum density (in number of dwelling units per acre) or minimum intensity (measured in floor area ratio): N/A

D. Maximum density permitted measured in floor area ratio: (Point 30) .30

E. Impervious surface is not to exceed 70% of the gross square footage for the Subject Property.

F. Minimum open space shall be 30% of the subject property.

G. Minimum landscaping and buffer-yard requirements are as shown and stated on the Preliminary Development Plan and landscaping plans. Buffers are at a minimum:
1. Flomich Street: 10 feet
2. Sunset Lane: 15 feet
3. Nova Road: 12 feet
4. Rear yard (south): 5 Feet

H. Minimum lot size area (in acreage or square footage): 1 acre

I. Minimum lot width (in feet): 180’

J. Minimum yard setbacks:
1. Flomich Street: 25 feet
2. Sunset Lane: 25 feet
3. Nova Road: 25 feet
4. Rear yard: 10 Feet

K. Maximum building height (in feet): 40’

L. Minimum parking standards are as shown and stated on the Preliminary Plan.

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M. Lighting shall not exceed .5-foot candles at the property line.

N. Access: The property shall have a right in only entrance on Nova Road, and no exit onto Nova Road. Ingress/egress on Sunset Lane is permitted except that signage shall be posted to indicate left turn only, upon exiting the property onto Sunset Lane.

O. Intentionally Deleted (N/A)

P. Utility provision and dedication: The Owner/Developer shall connect to the City of Holly Hill's central utility systems when available, or to another approved utility provider where applicable, at their sole cost and expense. Utility fees shall be paid to City of Holly Hill or to the applicable utility provider.

Q. Stormwater and Environmental: Per parcel stormwater systems or master stormwater systems shall be owned and maintained by an established Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner in private ownership, and shall not be dedicated to or become the responsibility of the City of Holly Hill. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local permits/requirements, and shall be the sole responsibility of the Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required.

R. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation improvements required because of the proposed development, for site function, which maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

7. **Public Facilities/Land Dedication.** Facilities or tracts that either are or shall become public facilities/tracts that will serve the development and/or are on the Subject Property are, as follows: NONE.

8. **Development Permits/Fees.** The Owner/Developer is responsible for obtaining permitting, and the payment of all fees for facilities and services for the Subject Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development. All

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impact fees are applicable, and no impact fee credits shall be awarded through this Agreement; unless a cessation exists through a City moratorium that is Citywide. Proportionate fair share site improvements shall not be used in lieu of impact fees.

9. **Obligations.** Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement to the City's specifications, then the City shall give the Owner/Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer, or its successors in interest, may, without prejudice to any other rights or remedies it may have, place liens and take enforcement action on the Subject Property. A lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City's said liens or assessments. Notice to the Owner/Developer and its successors in interest shall be deemed to have been given upon the mailing of notice to the address or addresses set forth in **Paragraph (19)** hereof.

10. **Site Plan/Plat Approval.** The Master Development Plan, is the Preliminary Plan of the PUD and this Written Development Agreement. The Master Development Plan shall not replace, supersede, or absolve the Owner/Developer from approvals for any site plan, preliminary plat, and/or final plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

11. **Indemnification.** The Owner/Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, 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, except those claims or liabilities caused by or arising from the negligence or intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether inspected, approved, or permitted by the City.

12. **Compliance.** The Owner/Developer agrees that it, and their successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer, or their successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of

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Occupancy, or plan/plat approvals to the Subject Property, should the Owner/Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Development Agreement and the City's Land Development Code, the more restrictive regulations shall govern the development of the Subject Property.

13. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to such as signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed prior to the issuance of the first Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owner/Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation at the sole expense of the Owner/Developer. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owner/Developer or their successors and assigns in interest, without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owner/Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees. Notice to the Owner/Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided in **paragraph (19)** of this Agreement.

14. **Environmental and Tree Preservation.** The Owner/Developer is responsible to obtain all site related permits and approval prior to any development activity on or for the Subject Property. This may involve mitigation for habitat of threatened or endangered flora and fauna or species identified for protection (i.e., tree preservation). This Agreement does not vest or exempt the Owner/Developer from any permitting and mitigation obligations needed to develop a Subject Property.

15. **Intentionally Deleted (N/A)**

16. **Enforcement.** Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Volusia County, Florida, if either party breaches this Agreement. If enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer shall be responsible for the payment of all the City's costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Such costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon

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the Subject Property for said monies, until said 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 the lesser of eighteen percent (18%) compounded annually or at the maximum rate allowed by law.

17. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owner/Developer shall provide to the City such easements and other legal documentation, in a form mutually acceptable to the City Attorney and the Owner/Developer, as the City may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including but not limited to, sanitary sewer, potable water, and reclaimed water services, electric, cable, gas, fire protection and telecommunications.

18. **Periodic Review.** The City reserves the right to review the Subject Property in relation to this Agreement periodically to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds that based on substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may not issue development orders or permits until compliance with this Agreement has been established.

19. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

OWNER/DEVELOPER'S REPRESENTATIVES:

CITY'S REPRESENTATIVES:
City Manager
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

With copy to:

Director
Community Development
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32725

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OWNER DEVELOPER:
Registered Agent
Cockey, Preston Ojr.
110 E Madison St Ste 204
Tampa, Fl 33602

With copy to:

Manager
Yepes, Carlos
6654 78th Ave N
Pinellas Park, Fl 33781

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Owner/Developer's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

20. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner/Developer of the Subject Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

21. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

22. **Binding Effect.** This Agreement shall run with the land, and shall be binding upon and inure to the benefit of the Owner/Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with 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.

23. **Subsequently Enacted State or Federal Law.** If either state of federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

24. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement if the rights and obligations of the parties contained herein are not

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materially prejudiced and if the intentions of the parties can be effected. To that end, this Development Agreement is declared severable.

25. **Covenant Running with the Land.** This Agreement shall run with the Subject Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Subject Property or any portion thereof.

26. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Volusia County, Florida.

27. **Applicable Law/Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue of any litigation relating to this Agreement shall be in the courts of Volusia County, Florida.

28. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owner/Developer shall execute this Agreement within ten (10) business days of City Commission adoption and agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. Failure to execute this Agreement within ten (10) business days of this ordinance adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.

29. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof; provided however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

30**.** **Amendments.** Amendments to the Master Development Plan (MDP) shall be subject to the requirements of Section 114-771(g)(4) of the City of Holly Hill Land Development Regulations, which state that minor amendments to the Preliminary Plan not violating any terms of the written development agreement and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator after such departmental comment as he/she deems appropriate. Minor changes shall be limited to items such as small adjustments to building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. Major amendments will require full review and shall include relocation of uses on the site, except as permitted by the MDP, changes to building styles, changes to landscaping requirements, etc.

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Decisions as to whether modifications are Major or Minor shall be at the sole discretion of the Development Code Administrator.

31. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the Owner, the Developer and the City have executed this Agreement.

OWNER/DEVELOPER

By:

_____
Signature of Witness # 1

_____
Signature

_____
Print or type name

_____
Print or type name

As:

_____
Signature of Witness #2

_____
Print or type

_____
Print or type name

ATTEST:

_____
Signature

_____
Print or Type Name

As:

_____

Mailing Address: _____

_____

_____

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7-2022

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of _____, 2022, by _____, and _____, of _____, who is/are personally known to me or who has/have produced _____ _____ as identification and who did not (did) take an oath.

_____
Signature of Notary

(NOTARY SEAL)

_____
Print or type name

DEVELOPER

By:

_____
Signature of Witness # 1

_____
Signature

_____
Print or type name

_____
Print or type name

As:

_____
Signature of Witness #2

_____
Print or type

ATTEST:

_____
Print or type name

_____
Signature

_____
Print or Type Name

As:

_____

Mailing Address: _____

_____

_____

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7-2022

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of _____, 2022, by _____, and _____, of _____, who is/are personally known to me or who has/have produced _____ _____ as identification and who did not (did) take an oath.

_____
Signature of Notary

(NOTARY SEAL)

_____
Print or type name

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CITY OF HOLLY HILL:

By: _____

Date: _____

ATTEST:

_____

Date: _____

Mailing Address:
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of _____, 2022, by _____, and _____, who are personally known to me and acknowledge executing the same freely and voluntarily under authority vested in them by the City of Holly Hill.

_____
Signature of Notary

(NOTARY SEAL)

_____
Print or type name

Approved as to form and legality for use and reliance by the City of Holly Hill, Florida

_____
Scott Simpson
City Attorney

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EXHIBIT A

LEGAL DESCRIPTION:

PARCEL I:

ALL OF LOT 1, AND THE WESTERLY 10 FEET OF LOT 2, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL II:

LOT 32, EXCEPT PART OF HIGHWAY, BLOCK 1, LARSEN SUBDIVISION, AS PER MAP OR PLAT THEREOF IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS THAT PART OF LOT 32, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING EACH SIDE OF AND WITHIN 50 FEET OF THE SURVEY LINE OF STATE ROAD S-415, SECTION 7951, SAID SURVEY LINE BEING DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST LINE OF LOT 12, BLOCK 1, OF SAID LARSEN SUBDIVISION, AT A POINT 8.23 FEET NORTHERLY FROM THE SOUTHEAST CORNER OF SAID LOT 12 AND RUNNING NORTH 50°04’57" WEST, 893.27 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEASTERLY AND HAVING A RADIUS OF 1910.08 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTER ANGLE OF 0°37’13" A DISTANCE OF 20.68 FEET TO THE NORTH LINE OF LOT 31, BLOCK 1, OF SAID LARSEN SUBDIVISION AT A POINT 69.18 FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID LOT 31.

AND LESS THAT PART OF LOT 32, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID LOT 32 (NORTHEAST CORNER OF LOT 31, SAID SUBDIVISION), SAID CORNER BEING 11.06 FEET NORTH 64°17'40" EAST OF THE INTERSECTION OF THE EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5-A, AND THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF FLOMICH AVENUE; THENCE RUN NORTH 64°17'46" EAST, ALONG THE NORTH LINE OF SAID LOT 32 (SAID EXISTING SOUTHERLY RIGHT OF WAY LINE OF FLOMICH AVENUE) A DISTANCE OF 99.84 FEET TO THE EASTERLY LINE OF SAID LOT 32; THENCE SOUTH 25°38'25" EAST, ALONG SAID EASTERLY LINE OF LOT 32, A DISTANCE OF 4.21 FEET; THENCE SOUTH 64°24'33" WEST A DISTANCE OF 89.27 FEET; THENCE SOUTH 02°11'58" WEST A DISTANCE OF 23.02 FEET TO THE SAID EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5-A (WESTERLY LINE OF SAID LOT 32) AT A POINT 24.38 FEET SOUTH 25°38'25" EAST OF THE POINT OF BEGINNING AND 26.76 FEET SOUTH 50°03'23" EAST OF SAID INTERSECTION; THENCE NORTH 25°38'25" WEST ALONG SAID WESTERLY LINE OF LOT 32 A DISTANCE OF 24.38 FEET TO THE POINT OF BEGINNING.

AND LESS THAT PORTION OF PARCEL I DESCRIBED IN ORDER OF TAKING RECORDED IN O. R. BOOK 3732, PAGE 3453 ON MARCH 13, 1992, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

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