CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

REVISED AGENDA ● MAY 26, 2015

City Commission Chamber	Regular City Commission Meeting	7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

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

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Arthur J. Byrnes

District 3 - Commissioner
John F. Capers

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Elizabeth Albert

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

A. Roll Call
B. Invocation
C. Pledge of Allegiance to the Flag

2. PRESENTATION

1. Team Volusia Presentation

   (Requested by Lynn Dehlinger, Economic Development)

3. RECESS THE CITY COMMISSION MEETING & CONVENE AS THE CRA

4. PUBLIC PARTICIPATION

Pursuant to Florida Law, the public has a right to be heard on all propositions, except when the City Commission is acting on ministerial or emergency matters, or conducting a meeting exempt from Section 286.011, Florida Statutes. Public comment time on propositions shall be five (5) minutes. The public will be provided the opportunity to be heard on non-agenda matters at the end of the meeting only if the 45 minute allotted time at the beginning of the meeting has come to a close. Proper decorum will be observed.

5. CRA AGENDA

6. ADJOURN AS THE CRA & RECONVENE THE CITY COMMISSION MEETING

7. APPROVAL OF MINUTES

1. Minutes - May 12, 2015 - Regular City Commission Meeting

   (Requested by Valerie Manning, City Clerk)

8. CONSENT AGENDA - ITEMS (1 - 3)

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. Request to Rescind Resolution 2013-R-12

   (Requested by Joseph Forte, City Manager)

2. Florida Fish and Wildlife Conservation Commission Grant - Sunrise Park South Dredging and Boat Ramp Improvements

   (Requested by Jacki Maswary, Public Works)

3. FDLE/DEA Central Storage Letter of Agreement (MOU) - for Participation in the Methamphetamine Clandestine Drug Laboratory Hazardous Waste Central Storage Container Program

   (Requested by Steve Aldrich, Police)

9. REGULAR AGENDA

1. CRA PROFESSIONAL SERVICES

    1. **Motion:** Motion - vote needed

2. Extension of Continuing Services Contract RFQ-ENG-10-01

    (Requested by Jacki Maswary, Public Works)

3. Sunrise Park South Access Channel and Boat Ramp Improvements Grant Applications and Administration for Construction

    (Requested by Jacki Maswary, Public Works)

4. An Ordinance Establishing the Ballot Questions for Changes to the City Charter as Recommended by the Charter Review Committee Changes

    (Requested by Joseph Forte, City Manager)

5. Professional Engineering Services for Overhead to Underground Utility Conversion Project

    (Requested by Jacki Maswary, Public Works)

10. 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.

11. PUBLIC PARTICIPATION - AS NEEDED

12. COMMUNICATIONS

a. City Manager & Staff Reports
b. City Attorney
c. Mayor's Report
d. District Commissioners Reports

13. ADJOURNMENT

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

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

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

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

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

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **May 26, 2015**
FROM: **Lynn Dehlinger**
SUBJECT: **Team Volusia Presentation**
NUMBER: **(ID # 1026)**
APPLICANT:
PLANNER:

DISCUSSION: Presentation by Team Volusia of economic development goals and achievements.

FISCAL ANALYSIS:

STAFF RECOMMENDATION:

COMMISSION GOAL:

MOTION:

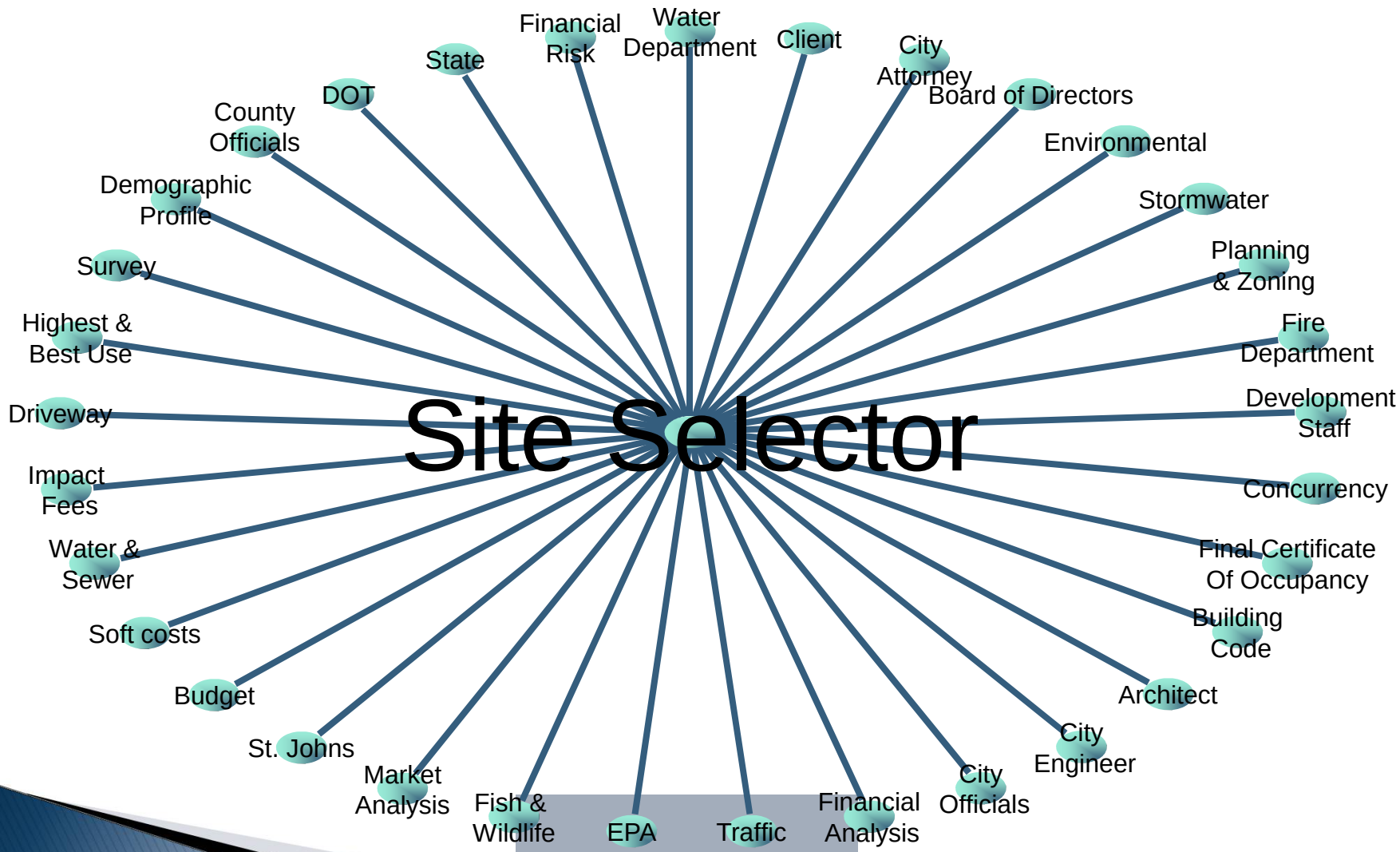
- TEAM VOLUSIA EDC2015 (Holly Hill) (PDF)

TEAM VOLUSIA EDC

Presented to The City of Holly Hill
Keith A. Norden, President and CEO
Dwight DuRant, Team Volusia Secretary
May 26, 2015

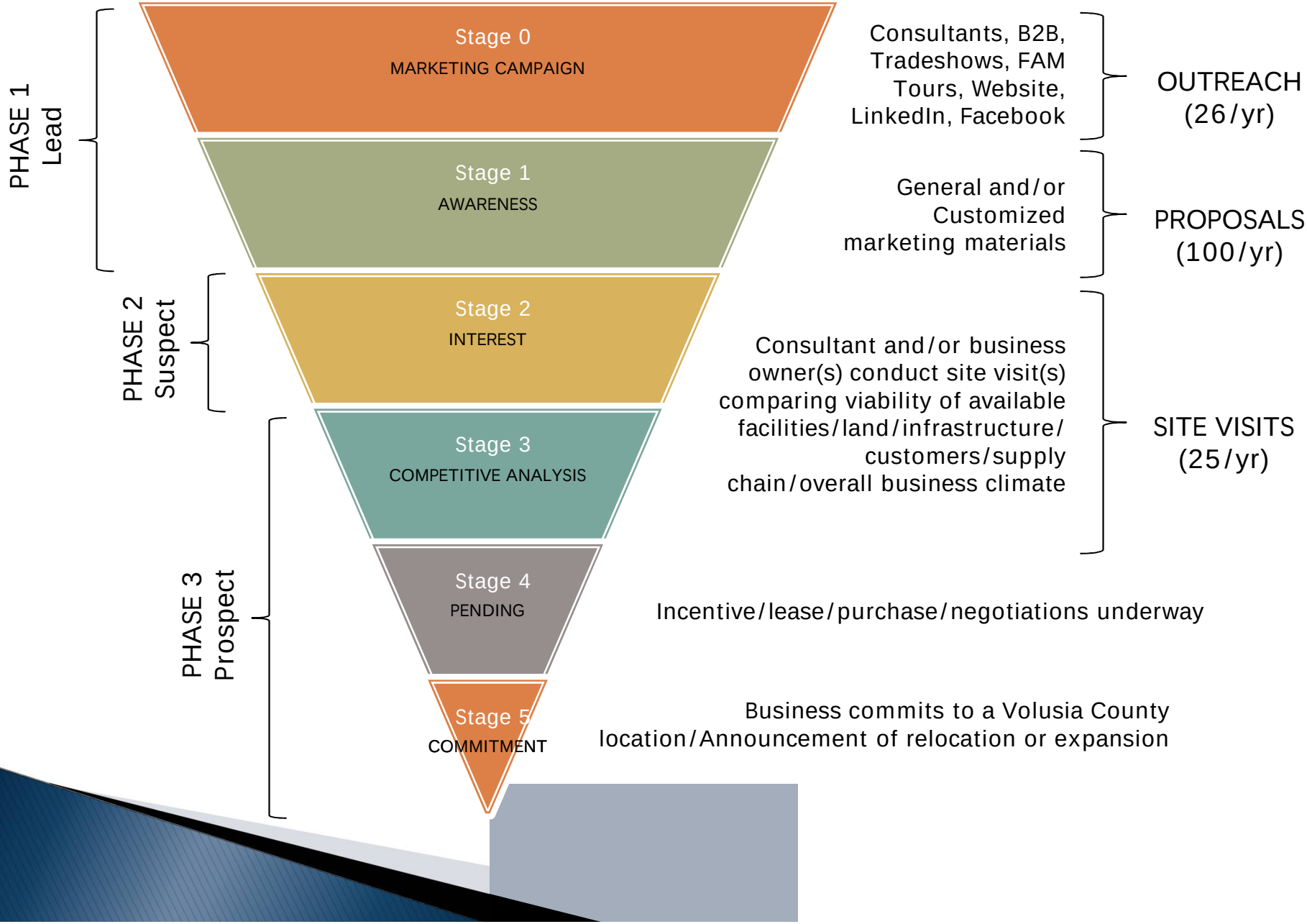
Attachment: TEAM VOLUSIA EDC2015 (Holly Hill) (1026 : Team Volusia Presentation)

Local EDC = Single Point of Contact



Attachment: TEAM VOLUSIA EDC2015 (Holly Hill) (1026 : Team Volusia Presentation)

Business Recruitment and the Site Selection Process



Attachment: TEAM VOLUSIA EDC2015 (Holly Hill) (1026 : Team Volusia Presentation)

Goals
2015 - 2017

	CY2015	CY2016	CY2017	3-YR CUMULATIVE
JOB CREATION	236-394	236-394	236-394	708-1182
CAPITAL INVESTMENT	$5.9M - $17.6M	$5.9M - $17.6M	$5.9M - $17.6M	$17.7M - $52.8M
PAYROLL	$8.4M - $14.1M	$8.4M - $14.1M	$8.4M - $14.1M	$25.2M - $42.3M
OUTREACH	26	26	26	78
PROPOSALS	100	100	100	300
SITE VISITS	25	25	25	75

Previous Goals
2012 – 2014

	CY2012	CY2013	CY2014	3-YR CUMULATIVE
JOB CREATION	55-85	225-375	225-375	505-835
CAPITAL INVESTMENT	$1.3M - $3.8M	$5.6M - $16.8M	$5.6M - $16.8M	$12.5M - $37.5M
PAYROLL	$2.0M - $3.08M	$8.0M - $13.5M	$8.0M - $13.5M	$18.0M - $30.0M
OUTREACH*	11	46	33	90
PROPOSALS*	--**	95	109	204
SITE VISITS*	--**	15	31	46

Actual
2012 – 2014

933

$31,395,900

204

*Represents actual numbers achieved in CY2012-2015; Outreach, proposals and site visits were not part of TVEDC performance metrics
**Unrecorded data

Attachment: TEAM VOLUSIA EDC2015 (Holly Hill) (1026 : Team Volusia Presentation)

Projects by Industry

INDUSTRY	INVESTMENT	KEY DRIVERS
Distribution	$150+ million	1) 5 miles from interstate 2) Ingress / egress 3) Fully serviced site
INDUSTRY	**INVESTMENT**	**KEY DRIVERS**
Manufacturing	$150+ million	1) Existing facility 2) Ceiling height 3) Available workforce
INDUSTRY	**INVESTMENT**	**KEY DRIVERS**
Office	$6+ million	1) Workforce 2) Quality of life 3) Fast-paced selection process

Attachment: TEAM VOLUSIA EDC2015 (Holly Hill) (1026 : Team Volusia Presentation)

Film and Motion Picture Industry

PROJECT TYPE	LOCATIONS
Car commercial	Sunglow Pier
Food show	Cassadaga
Backyard makeover	DeBary
Box office film	Daytona Beach
Bike Week Project	Volusia County
Marine Life Documentary	Volusia County
Japanese Television Show	Daytona Beach Boardwalk
English Teaching Program	Daytona Beach/Volusia County
Garmin Photo Shoot	- -
CBS Sports Net	Daytona Beach

Attachment: TEAM VOLUSIA EDC2015 (Holly Hill) (1026 : Team Volusia Presentation)

Role of Elected Officials

- Create a realistic vision and strategy relative to your community's strengths and weaknesses
- Have a firm grasp of how your community fits within the broader region and play to your strengths within the region
- Create an effective link between economic development/site selection and city policies
- Think strategically on a project-by-project basis
- Continue to create an environment that fosters local business expansion and growth which provides a foundation for new business locations

Attachment: TEAM VOLUSIA EDC2015 (Holly Hill) (1026 : Team Volusia Presentation)

TEAM VOLUSIA
ECONOMIC DEVELOPMENT CORPORATION

CHAIR	VICE CHAIR	SECRETARY	TREASURER	IMMEDIATE PAST CHAIR
John Wanamaker, CCIM Coldwell Banker Commercial AI Group	Lisa Ford Williams Ford Properties	Dwight DuRant Zev Cohen & Associates Inc.	John Olivari Olivari & Associates	John Ferguson Cobb Cole PA

KEITH A. NORDEN, CEcD
PRESIDENT & CEO
386.265.6332 | Knorden@TVEDC.com
One Daytona Blvd | Suite 240 | Daytona Beach, FL 32114 | www.TVEDC.com

Attachment: TEAM VOLUSIA EDC2015 (Holly Hill) (1026 : Team Volusia Presentation)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: May 26, 2015
FROM: Valerie Manning
SUBJECT: Minutes - May 12, 2015 - Regular City Commission Meeting
NUMBER: (ID # 1071)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the May 12, 2015 regular City Commission meeting.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve the minutes.

COMMISSION GOAL:

N/A

MOTION:

AS DETERMINED BY THE CITY COMMISSION

- Minutes - May 12, 2015 - Regular City Commission meeting (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

REVISED MINUTES ● MAY 12, 2015

City Commission Chamber **Regular City Commission Meeting** **7:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

A. Roll Call

Attendee Name	Title	Status	Arrived
Arthur J. Byrnes	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John F. Capers	District 3 - Commissioner	Present	
Elizabeth Albert	District 4 - Commissioner	Present	
John Penny	Mayor	Present	

B. Invocation
Pastor Jerry Webb from Flomich Baptist Church in Holly Hill.

C. Pledge of Allegiance to the Flag

2. PRESENTATION

1.

Sergeants Promotion Presentation

(Requested by Steve Aldrich, Police)

RESULT:	**PRESENTATION**

Enacted and approved this 12th day of May, 2015, in Holly Hill

2. *- Add-On*

Proclamation - Police Week 2015

(Requested by Valerie Manning, City Clerk)

RESULT:	**PRESENTATION**

Enacted and approved this 12th day of May, 2015, in Holly Hill

Attachment: Minutes - May 12, 2015 - Regular City Commission meeting (1071 : Minutes)

3. PUBLIC PARTICIPATION

The following individual addressed the Mayor and City Commission: Dallas Nannarello, 1584 Riverside Drive, Holly Hill.

4. APPROVAL OF MINUTES

1. –DOC-2015-20

Minutes - April 28, 2015 - Workshop and Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Elizabeth Albert, District 4 - Commissioner
SECONDER:	John F. Capers, District 3 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

Enacted and approved this 12th day of May, 2015, in Holly Hill

5. CONSENT AGENDA - ITEM (1)

1. Resolution

Council on Aging Lease of Sica Hall

(Requested by Joseph Forte, City Manager)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Arthur J. Byrnes, District 1 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

RESOLUTION

Enacted and approved this 12th day of May, 2015, in Holly Hill

6. REGULAR AGENDA

1. –DOC-2015-21

Charter Review Committee Recommendations

(Requested by Joseph Forte, City Manager)

Attachment: Minutes - May 12, 2015 - Regular City Commission meeting (1071 : Minutes)

John Ferguson, Cobb Cole, Chairman of the Charter Review Committee spoke on behalf of the committee and presented to the Mayor and City Commissioners their recommendations of changes to the Charter.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Elizabeth Albert, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

Enacted and approved this 12th day of May, 2015, in Holly Hill

7. PUBLIC HEARING

1. Resolution

A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Budget for the City of Holly Hill for the Fiscal Year 2014-2015; and Providing for Severability; and Providing for an Effective Date.

(Requested by Kurt Swartzlander, Finance)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Elizabeth Albert, District 4 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

8. PUBLIC PARTICIPATION - IF NEEDED

None.

9. COMMUNICATIONS

a. City Manager & Staff Reports

Mr. Forte mentioned the following events and was asking for direction as it pertains to alcohol in the parks for those events. Hot Rods on The Hill - Hollyland Park - Father's Day weekend - Saturday (rain date on Sunday)

Antiques on The Avenue - next year event, would like to serve wine; Real McCoy Rum Festival will be held in Sunrise Park in November 2015; 3rd Saturday of the Month - Wyatt Davis - Music in the Park - Hollyland Park - family style music and atmosphere - May through October, would like to sell beer and wine, food vendors will be present.

Consensus 3/2 for permission to sell and consume alcohol in the parks during these events.

Attachment: Minutes - May 12, 2015 - Regular City Commission meeting (1071 : Minutes)

b. City Attorney
None.

c. Mayor's Report
Thanked the Charter Review Committee for their work and recommendations.

d. Distric Commissioners Reports
Commissioner Currie thanked the baseball team for coming to the meeting and congratulated the Police Officers for their promotions.

Commissioner Byrnes enjoyed doing the Pledge of Allegiance with the baseball kids tonight; proud of his son for graduating in Science with his Bachelors Degree at Embry-Riddle; likes the idea of the memorial park that Mr. Nannarello mentioned earlier tonight.

Commissioner Albert asked Mr. Gutauckis about the live streaming and shared her concerns about it; upcoming events for the K8 School - 5th, 6th, and 7th grades will be offering courses for the upcoming school year, on May 21st the Spring carnival will be held after school, the Spring concert is on May 28th, the field day event is on May 29th 8:00 am to 11:00 am; thanked the Police Department for all they do for the school; thanked Mr. Forte for joining her on a road trip to Seabreeze High School for the Good Will Tour; reminded everyone about the upcoming Kids on The Hill event on the last day of school, June 3rd from 5:00 pm to 7:00 pm in Hollyland Park.

Commissioner Capers thanked the Police Department for their presentations and congratulated the Police Officers on their promotions; gave an update on HOGS on The Hill that took place during Bike Week, it turned out to be a good event this year.

10. ADJOURNMENT

The Mayor adjourned the meeting at approximately 8:30 pm.

Attachment: Minutes - May 12, 2015 - Regular City Commission meeting (1071 : Minutes)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **May 26, 2015**
FROM: **Joseph Forte**
SUBJECT: **Request to Rescind Resolution 2013-R-12**
NUMBER: **(ID # 1080)**
APPLICANT:
PLANNER:

DISCUSSION:

The City Manager is requesting the City Commission consider rescinding Resolution 2013-R-12. It has been determined, by the City Manager, that this Resolution requiring a 4/5 vote of the City Commission to place an item on the agenda is restricting the City Manager from receiving routine direction with the support of a vote of the City Commission. The law does not prohibit the City Commission from adding an item to the agenda at a properly noticed City Commission meeting nor from providing direction to the City Manager via a vote of the City Commission. This Resolution also restricts the majority of the City Commission, from formal decision making, by creating a requirement of a super majority rather than a simple majority.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Support of rescinding Resolution 2013-R-12

COMMISSION GOAL:

N/A

MOTION:

Motion to approve Resolution 2015-R-26.

- Resolution 2015-R-26 - Rescinding Resolution (PDF)

RESOLUTION 2015-R-26

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RESCINDING A POLICY REQUIRING A FOUR-FIFTHS (4/5) VOTE OF THE CITY COMMISSION TO ADD AN ITEM TO THE AGENDA DURING A CITY COMMISSION MEETING; AND A MAJORITY OF THE COMMISSION CAN ADD AN ITEM TO THE AGENDA FOR A FUTURE COMMISSION MEETING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the law does not prohibit the City Commission from adding an item to the agenda at a properly noticed City Commission meeting; and

WHEREAS, Resolution 2013-R-12 has proven to restrict the City Manager from requesting routine direction from the City Commission by means of a vote rather than consensus.

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 rescinds Resolution 2013-R-12 a policy that no item shall be added to the City Commission agenda except by a four-fifths (4/5) approval of the City Commission.

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.

Attachment: Resolution 2015-R-26 - Rescinding Resolution (1080 : Request to Rescind Resolution 2013-R-12)

SECTION 4. That this Resolution shall become effective immediately upon its adoption.

Approved and authenticated this **26th** day of **May**, 2015.

Attachment: Resolution 2015-R-26 - Rescinding Resolution (1080 : Request to Rescind Resolution 2013-R-12)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **May 26, 2015**
FROM: **Jacki Maswary**
SUBJECT: **Florida Fish and Wildlife Conservation Commission Grant - Sunrise Park South Dredging and Boat Ramp Improvements**
NUMBER: **(ID # 1075)**
APPLICANT:
PLANNER:

DISCUSSION:

At the City Commission meeting on May 13, 2014 the City Commission authorized the submission of grant application to the Florida Fish and Wildlife Commission (FFWC) for improvements at Sunrise Park South. The City was awarded this grant. The grant award is for $32,650 and the City is required to match 50% of the overall project cost or $32,650. The grant funds are provided on a reimbursement basis and once the construction phase as begun. The City is responsible to provide the matching funds.

In addition to the FFWC grant, the City submitted a grant application to the Florida Inland Navigation District (FIND) for $32,650, which has also been awarded and was presented to the City Commission on April 14, 2015.

Both grant awards are for the Design, Engineering, and Permitting of boat ramp improvements to Sunrise Park South, a project estimated at $65,300.

Each grant requires to match 50% of the $65,300 project cost, or $32,650. This essentially means, that upon reimbursement, the FFWC grant would be the City's share of matching funds for the FIND grant and vice versa.

FISCAL ANALYSIS:

Funds for the required match are available in the Buildings and Grounds Capital Improvement Fund, account 001-4172-572-6300 until the reimbursement of matching funds has been received from the FFWC grant.

STAFF RECOMMENDATION:

Approve Florida Fish and Wildlife Conservation Commission Agreement No. 14092 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 #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 #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:

APPROVE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION AGREEMENT NO. 14092 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

- FFWC Grant Agreement No. 14092 (PDF)

STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

AGREEMENT NO. 14092

CFDA Title(s): N/A	**CFDA No(s).:** N/A
Name of Federal Agency(s): N/A	
Federal Award No(s): N/A	**Federal Award Year(s):** N/A
Federal Award Name(s): N/A	
CSFA Title(s).: Florida Boating Improvement Program	**CSFA No(s).:** 77.006
State Award No(s).: 14092	**State Award Year(s):** 2014-2015
State Award Name(s): City of Holly Hill, Sunrise Park Boat Ramp	

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission," and the City of Holly Hill, FEID # 59-6000337, whose address is 1065 Ridgewood Avenue, Holly Hill, Florida 32117, hereinafter "Grantee."

WHEREAS, the Commission and Grantee have partnered together to make improvements to the boat ramp at Sunrise Park in the City of Holly Hill; and,

WHEREAS, Grantee has been awarded Florida Boating Improvement Program grant 14092 ; and,

WHEREAS, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

NOW THEREFORE, the Commission and the Grantee, for the considerations hereafter set forth, agree as follows:

1. **PROJECT DESCRIPTION.** The Grantee shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this agreement is the result of Grantee responses to the Commission's request for competitive or other grant proposals, the Grantee's response is hereby incorporated by reference.

2. **PERFORMANCE.** The Grantee shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the

Grantee. Grantee shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Grantee shall provide evidence of such compliance to the Commission upon request. The Grantee shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Grantee warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Grantee. Grantee shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement pursuant to Paragraph nine (9) below, in the event the Grantee's ability to perform under this Agreement becomes compromised.

3. AGREEMENT PERIOD.

A. **Agreement Period and Commission's Limited Obligation to Pay.** This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign, and shall remain in effect through 06/30/2036. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. Agreements executed under this grant award shall not precede a start date of 07/11/2014. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, preaward costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

4. COMPENSATION AND PAYMENTS.

A. **Compensation.** As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $32,650.

B. **Payments.** The Commission shall pay the Grantee for satisfactory performance of the tasks identified in Attachment A, Scope of Work, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager identified in Paragraph eleven (11), below. Unless otherwise specified in the Scope of Work, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in the Scope of Work, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only reimburse the Grantee for allowable costs resulting from obligations incurred during the agreement period specified in Paragraph three (3).

C. **Invoices.** Each invoice shall include the Commission Agreement Number and the Grantee's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may

be submitted electronically to the attention of the Commission's Grant Manager identified in Paragraph eleven (11), below. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Grantee acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

D. **Match.** Pursuant to grant program guidelines, the Grantee is required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A, Scope of Work.

E. **Travel Expenses.** If authorized in Attachment A, Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.

F. **State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations, but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Grantee in writing at the earliest possible time if funds are not appropriated or available.

G. **Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Grantee may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Grantee warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.

H. **Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, or the Scope of Work specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

I. **Electronic Funds Transfer.** Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm

Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

J. **Vendor Ombudsman.** A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

5. **CERTIFICATIONS AND ASSURANCES.** Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission's Grant Manager a completed copy of the form entitled "Certifications and Assurances," attached hereto and incorporated as Attachment B. This includes: Debarment and Suspension Certification; Certification Against Lobbying; Certification Regarding Public Entity Crimes; and Certification Regarding the Scrutinized Companies List (applicable to agreements in excess of $1 million); Attachment B, incorporated and made part of this Agreement.

6. **RETURN OR RECOUPMENT OF FUNDS.**

A. **Overpayment to Grantee.** Pursuant to Section 215.971(1)(e)&(f), F.S., the Grantee shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by the Commission. In the event that the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event that the Commission first discovers an overpayment has been made, the Commission will notify the Grantee in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager, and made payable to the "The Florida Fish and Wildlife Conservation Commission."

B. **Additional Costs or Monetary Loss Resulting from Grantee Non-Compliance.** If the Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Grantee under this Agreement or any other agreement between Grantee and the Commission. In the event that the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Grantee and the Commission, the Grantee will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Grantee is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

7. **COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.** The Grantee recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.

If the Grant involves the improvement of real property titled to the State of Florida, then the following paragraph applies. The Grantee acknowledges that Property being improved is titled to the State of Florida, and is not subject to lien of any kind for any reason. The Grantee shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

8. **MONITORING.** The Commission's Grant Manager shall actively monitor the Grantee's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission

Attachment: FFWC Grant Agreement No. 14092 (1075 : FFWC Grant Agreement)

staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific monitoring terms, conditions, and schedules may be included in Attachment A, Scope of Work.

9. TERMINATION.

A. **Commission Termination.** The Commission may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days of written notice of its intent to terminate. The Grantee shall not be entitled to recover any cancellation charges or lost profits. The Grantee may request termination of the Agreement for convenience.

B. **Termination – Fraud or Willful Misconduct.** This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Grantee with written notice of termination.

C. **Termination – Other.** The Commission may terminate this Agreement if the Grantee fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

D. **Termination - Funds Unavailability.** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Grantee will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.

E. **Grantee Discontinuation of Activities upon Termination Notice.** Upon receipt of notice of termination, the Grantee shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Grantee shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

10. REMEDIES.

A. **Financial Consequences.** In accordance with Sections 215.971(1)(a)&(b), F.S., Attachment A, Scope of Work, contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Grantee fails to produce each deliverable within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable may be deducted from the Grantee's payment. In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences, identified in the Scope of Work.

B. **Cumulative Remedies.** The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement.

11. NOTICES AND CORRESPONDENCE. Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. A designation of a new Grant Manager shall not require a formal amendment to the Agreement.

FOR THE COMMISSION:
Grant Manager
Tim Woody
FBIP Program Administrator
Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, FL 32399-1600
Telephon: (850) 617-9559
Fax: (850) 488-9284
Email: fbip@myfwc.com

FOR THE GRANTEE:
Grant Manager
Beth Lemke
City Planner
City of Holly Hill
206 North Beach Street, #205
Daytona Beach, FL 32114
Telephone: (407) 491-9477
Fax: (386) 248-9499
Email: blemke@planningsolutionscorp.com

12. AMENDMENT.

A. **Waiver or Modification.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.

B. **Change Orders.** The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Grantee's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.

C. **Renegotiation upon Change in Law or Regulation.** The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

13. INTELLECTUAL PROPERTY RIGHTS.

A. **Grantee's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in the Attachment A, Scope of Work, intellectual property rights to the Grantee's preexisting property will remain with the Grantee.

B. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual property right created or otherwise developed by the Grantee under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.

C. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the

unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

14. RELATIONSHIP OF THE PARTIES.

A. Independent Grantee. The Grantee shall perform as an independent Grantee and not as an agent, representative, or employee of the Commission. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Grantee and the Commission.

B. Grantee Training and Qualifications. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification.

C. Commission Security. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Grantee. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's other requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the Grantee, may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.

D. Commission Rights to Assign or Transfer. The Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Grantee.

E. Commission Rights to Undertake and Award Supplemental Agreements. Grantee agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Grantee and its subcontractors shall cooperate with such other Grantees and the Commission in all such cases.

15. SUBCONTRACTS.

A. Authority. Grantee is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply. The Grantee shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Grantee must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the Grantee reserves the right to reject any subcontractor. The Grantee agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Grantee further agrees that the Commission shall not be liable to the extent allowed by law, to any subcontractor

for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. **Grantee Payments to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, Grantee agrees to make payments to the subcontractor upon completion of work and submitted invoice in accordance with the contract between the Grantee and subcontractor. Failure to make payment pursuant to any subcontract will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due."

C. **Commission Right to Reject Subcontractor Employees.** The Commission in coordination with Grantee shall retain the right to reject any of the Grantee's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.

D. **Subcontractor as Independent Contractor.** If subcontracting is permitted pursuant to Paragraph A above, the Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

16. MANDATORY DISCLOSURE.

A. **Disclosure of Interested State Employees.** This Agreement is subject to Chapter 112, F.S. Grantee shall provide the name of any officer, director, employee, or other agent who is affiliated with this project and an employee of the State of Florida.

B. **Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Agreement, the Grantee has a continuing duty to promptly disclose to the Commission's Agreement Manager, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Grantee's ability to perform under this agreement. If the existence of such Proceeding causes the Commission concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Grantee and/or its employees or agents have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

17. INSURANCE.

The Grantee warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state law and that such insurance or self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

18. PUBLIC ENTITY CRIMES.

A. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, 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 Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:
http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

B. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission within 30 days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

C. **Certifications and Assurances.** Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission's Grant Manager a completed copy of the form entitled "Certifications and Assurances," attached hereto and incorporated as Attachment B. This includes the Certification Regarding Public Entity Crimes.

19. VENDORS ON SCRUTINIZED COMPANIES LIST.

A. **Scrutinized Companies.** If this Agreement is in the amount of one (1) million dollars or more, in executing this Agreement, the Grantee certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., and is not engaged in business operations in Cuba or Syria.

B. **False Certification – Termination.** Pursuant to Subsection 287.135(3)(b), F.S., the Commission may immediately terminate this Agreement for cause if the Grantee is found to have submitted a false certification or if, during the term of the Agreement, the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business operations in Cuba or Syria.

C. **Cessation of Federal Authority.** In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this paragraph, this provision shall be null and void to the extent no longer authorized.

20. SPONSORSHIP. As required by Section 286.25, F.S., if the Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Grantee's organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

21. PUBLIC RECORDS.

A. This Agreement may be unilaterally canceled by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.

B. If the Grantee meets the definition of "Contractor" in Section 119.0701(1)(a), F.S., the Grantee shall comply with the following:

a. Keep and maintain public records that ordinarily and necessarily would be required by the Commission in order to perform the service.
b. Provide the public with access to public records on the same terms and conditions that the Commission would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
d. Meet all requirements for retaining public records and transfer, at no cost, to the Commission all public records in possession of the Grantee upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the Commission.

22. **SECURITY AND CONFIDENTIALITY.** The Grantee shall not divulge to third parties any clearly marked confidential information obtained by the Grantee or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Grant work. To ensure confidentiality, the Grantee shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Grant.

23. **RECORD KEEPING REQUIREMENTS.**

A. **Grantee Responsibilities.** The Grantee shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.

B. **State Access to Grantee Books, Documents, Papers, and Records.** The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

C. **Grantee Records Retention.** Unless otherwise specified in Attachment A, Scope of Work, these records shall be maintained for five (5) years following the close of this Agreement. The Grantee shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

D. **Grantee Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Agreement, the Grantee shall include the aforementioned audit and record keeping requirements in all subsequent contracts.

E. **Compliance with Federal Funding Accountability and Transparency.** Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on

federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to $25,000 awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

24. **FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS.** Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Grantee has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Circular A-133, the Grantee may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Grantee shall comply with the audit requirements outlined in Attachment C, "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.

25. **NON-EXPENDABLE PROPERTY.**

A. **Non-Expendable Property Defined.** For the requirements of this section of the Agreement, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of $1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of $25 or more; and uncirculated hardback-covered bound books, with a value or cost of $250 or more).

B. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A, Scope of Work.

26. **FEDERAL FUNDS. No Federal Funds are applied to this Agreement, therefore, the following terms and conditions do not apply.**

A. **Prior Approval to Expend Federal Funds to Federal Agency or Employee.** The Grantee shall be responsible for complying with all federal grant requirements as provided in its grant, a copy of which is attached hereto and made a part hereof as Attachment D. It is understood and agreed that the Grantee is not authorized to expend any federal funds under this Agreement to a federal agency or employee without the prior written approval of the awarding federal agency.

B. **Compliance with Federal Laws, Rules and Regulations.** As applicable, the Grantee shall comply with all federal laws, rules, and regulations, including but not limited to:

- Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
- Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction agreements awarded by grantees and subgrantees in excess of $2,000, and in excess of $2,500 for other agreements which involve the employment of mechanics or laborers)

- All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- 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 (Pub. L. 94–163, 89 Stat. 871).

C. **Compliance with Office of Management and Budget Circulars.** As applicable, Grantee shall comply with the following Office of Management and Budget Circulars:

- A-21 (2 CFR 220), Cost principles for Educational Institutions
- A-87 (2 CFR 225), Cost Principles for State, Local, and Indian Tribal Governments
- A-122 (2 CFR 230), Cost Principles for Non-Profit Organizations
- A-133, Audit of States, Local Governments, and Non-Profit Organizations
- A-102, Grants and Cooperative Agreements with State and Local Governments
- A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Learning, Hospitals, and Other Non-Profit Organizations

D. **Certifications and Assurances – Drug-Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR Part 94, the Grantee will provide a drug-free workplace. Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission a completed copy of Attachment B, "Certifications and Assurances." This includes the Drug-Free Workplace Requirement Certification.

E. **Trafficking Victims Protection Act of 2000.** This federal award is subject to the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g), 2 CFR 175.15). As such, the awarding federal agency may unilaterally terminate this award without penalty for violations of this Act. If the Grantee is a private entity, the following provision applies to the federal award:

You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not--

a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
b. Procure a commercial sex act during the period of time that the award is in effect; or
c. Use forced labor in the performance of the award or subawards under the award.

27. **DEBARMENT AND SUSPENSION.**

A. **Grantee Federal Certification.** In accordance with Federal Executive Order 12549, Debarment and Suspension, the Grantee shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier agreement, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

B. **Grantee Commission Certification.** Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission a completed copy of Attachment B, Certifications and Assurances. This includes the Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

28. **PROHIBITION AGAINST LOBBYING.**

A. **Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, 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, renewal, amending or modifying of any Federal agreement, grant, or cooperative agreement. The Grantee shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying". The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

B. **Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Agreement with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

C. **Prohibition against Using Agreement Funds for the Purpose of Lobbying.** In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Upon request of the Commission's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility.

D. **Grantee's Completion of Certifications and Assurances.** Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission a completed copy of Attachment B, "Certifications and Assurances." This includes the Certification Regarding Lobbying.

29. AGREEMENT-RELATED PROCUREMENT.

A. **PRIDE.** In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Agreement is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles which are the subject of, or required to carry out, under this contract shall be purchased from [PRIDE] In the same manner and under the same procedures set forth in subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

B. **Respect of Florida.** In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Agreement is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles that are the subject of, or required to carry out, under this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this agreement, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

C. **Procurement of Recycled Products or Materials.** The Grantee agrees to procure any recycled products or materials which are the subject of or are required to carry out this Agreement in accordance with Section 403.7065, F.S.

30. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

This agreement is for the purchase or improvement of real property, therefore the following terms and conditions apply.
The Grantee shall comply with Section 287.05805, F.S. This section requires the Grantee to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work.

31. PROFESSIONAL SERVICES.

A. **Architectural, Engineering, Landscape Architectural, or Survey and Mapping.** If this Agreement is for the acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

> The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

B. **Termination for Breach.** For the breach or violation of this provision, the Commission shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

32. INDEMNIFICATION. If the Grantee is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If the Grantee is not a state agency or subdivision as defined above, the Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully

indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, or subcontractors, provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission.

33. NON-DISCRIMINATION.

A. Non-Discrimination in Performance. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

B. Discriminatory Vendor List. In accordance with Section 287.134, F.S., 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. The Grantee has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

34. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

35. NO THIRD PARTY RIGHTS. The Parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a Party to this Agreement.

36. JURY TRIAL WAIVER. As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any Party against any other Party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*.

37. PROHIBITION OF UNAUTHORIZED ALIENS. In accordance with federal Executive Order 96-236, the Commission shall consider the employment by the Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Grantee knowingly employs unauthorized aliens.

38. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

A. Requirement to Use E-Verify. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Grantee to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Grantee during the contract term; and, 2.) include in all subcontracts under this Agreement, the requirement that subcontractors

Attachment: FFWC Grant Agreement No. 14092 (1075 : FFWC Grant Agreement)

performing work or providing services pursuant to this contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

B. **E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm

C. **Enrollment in E-Verify.** If the Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

D. **E-Verify Recordkeeping.** The Grantee further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Grantee's enrollment in the program. This includes maintaining a copy of proof of the Grantee's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

E. **Employment Eligibility Verification.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Agreement and the Commission may treat a failure to comply as a material breach of the Agreement.

39. **FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay the Grantee believes is excusable under this paragraph, Grantee shall notify the Commission's Grant Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have

ceased to exist, the Grantee shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may terminate the Agreement in whole or in part.

40. **ENTIRE AGREEMENT.** This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail; this Agreement and its attachments, the terms of the solicitation and the Grantee's response to the solicitation.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

CITY OF HOLLY HILL	FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
SIGNATURE	SIGNATURE
Name:	Name:
Title:	Title:
Date:	Date:

Approved as to form and legality by FWC Attorney:

SIGNATURE

Name: Emily Norton

Date: 4/21/15

Attachments in this Agreement include the following:

Attachment	A	Scope of Work
Attachment	B	Certifications and Assurances
Attachment	C	Requirements of the Federal and Florida Single Audit Acts
Attachment	D	Sample Site Dedication Form
Attachment	E	Comptroller Contract Payment Requirements
Attachment	F	Sample Invoice Form
Attachment	G	Project Progress Report Form
Attachment	H	Certification of Completion Form

Attachment: FFWC Grant Agreement No. 14092 (1075 : FFWC Grant Agreement)

Attachment A – SCOPE OF WORK

Project Name:	Sunrise Park Boat Ramp Improvements	FWC Contract No.	14092

1. INTRODUCTION

A. Background: Sunrise Park is located on the Halifax River in the City of Holly Hill. The park includes a boating access facility with a single-lane boat ramp and nine boat trailer parking spaces. The boat ramp is outdated and too short to accommodate larger vessels. Also, the number of boat trailer parking spaces is insufficient to satisfy the demand.

B. Purpose: The purpose of this project is to provide the planning, engineering, and permitting needed to renovate the boating access facility at Sunrise Park in Holly Hill.

C. Project Benefits: The project will increase boating access by providing a larger boat ramp and additional boat trailer parking. In addition, the new boat ramp will be longer to accommodate a greater variety of boats.

2. PROJECT DESCRIPTION

A. Term of Agreement: The term of the Agreement includes two phases: Phase I, Project Construction, and Phase II, Project Site Management. During Phase I, the City of Holly Hill (Grantee) shall complete the tasks and provide the deliverables described in this Scope of Work. **All Phase I activities must be completed by June 30, 2016**. During Phase II, which includes the remaining term of the Agreement, the Grantee shall maintain the project site as a recreational boating access facility open to the public on a first-come, first-served basis.

B. Deliverable(s): The Grantee shall provide final construction plans and permit applications, or permits if available, for a two-lane boat ramp, two floating boarding docks, and parking for 27 boat trailers at the Sunrise Park in Holly Hill.

C. Tasks: The Grantee shall provide all labor, equipment and materials to complete the following tasks:

1. Complete a survey of the project site
2. Complete a geotechnical report for the project site
3. Draft preliminary construction plans and submit to the Commission electronically in an Adobe Acrobat or AutoCAD compatible file format
4. Complete final construction plans and submit to the Commission in electronic format or printed on paper no larger than 11 inches by 17 inches
5. Apply for all necessary construction permits

3. PERFORMANCE

A. Commencement of Work: The Grantee shall commence work on Phase I of the Project within 90 days of execution of the Agreement. Failure by the Grantee to begin work shall constitute a breach of the Agreement and may result in termination of the Agreement by the Commission.

B. Criteria for Evaluating Successful Completion: The Grantee shall complete the project as described in this Scope of Work and Florida Boating Improvement Program Application 14-007, incorporated herein by reference, according to the approved bid specifications. Failure to complete the project in a satisfactory manner could result in financial consequences as specified

Attachment A – SCOPE OF WORK

Project Name:	Sunrise Park Boat Ramp Improvements	FWC Contract No.	14092

herein.

C. **Procurement**: The Grantee shall procure goods and services through a competitive solicitation process in accordance with Chapter 287, Florida Statutes. The Grantee shall forward one copy of any solicitation to the Commission's Grant Manager for review prior to soliciting for quotations or commencing any work. The Commission's Grant Manager shall have 30 working days for review. This review shall ensure that minimum guidelines for the Project's scope of work are adhered to. The Grantee shall forward one copy of the bid tabulation, or similar list of responses to the solicitation, along with the award recommendation to the Commission's Grant Manager

D. **Acknowledgement:** Upon completion of Phase I, the Grantee, at its expense, shall purchase, erect and maintain a permanent sign, not less than three (3) feet by four (4) feet in size, displaying the Commission's logo acknowledging the Commission and the Florida Boating Improvement Program as a funding source for the Project. Any other form of acknowledgement must be approved by the Commission's Grant Manager. Such acknowledgement shall be maintained for the duration of the Agreement. Failure by the Grantee to maintain such acknowledgement shall be considered a breach of the Agreement. The Grantee shall provide a draft copy of the acknowledgement sign for approval by the Commission prior to displaying on site.

E. **Directional Signs:** The Grantee, at its expense, shall purchase, erect and maintain directional signs, approved by the Commission, on main public highways to direct public users to each boating facility funded through the Program regardless of which phase(s) the Program funded. The Grantee agrees to provide and maintain such signs at its expense for the duration of the Agreement. Failure by the Grantee to erect and maintain such signs shall be considered a breach of the Agreement. This requirement can be waived by the Commission's Grant Manager, in writing, if the Grantee receives a written denial from the Florida Department of Transportation for the installation of the signs.

F. **Engineering:** If applicable, all engineering must be completed by a professional engineer or architect registered in the State of Florida. All work must meet or exceed minimum design standards and guidelines established by all applicable local, state and federal laws.

G. **Site Dedication:** The Grantee agrees to dedicate the Project site as a boat access facility for the use and benefit of the public for the duration of the Agreement. Such dedication must occur before any grant funds are reimbursed. A Site Dedication Form is included as Attachment D as an example for form and content. Land under control other than by ownership by the Grantee (i.e. lease, management agreement, cooperative agreement, inter-local agreement or other similar instrument) shall be managed by the Grantee as a boat access facility for the duration of the Agreement. Title to all improvements shall be retained by the Grantee upon final payment by the Commission.

Should the Grantee convert all or any part of the Project to other than Commission approved uses within the term of the Agreement, the Grantee shall replace the area, facilities, resource or site at its own expense with a project acceptable to the Commission of comparable scope and quality. In the event the Project is converted to use for other purposes during this period and not replaced with a like project acceptable to the Commission, the Grantee agrees to return to the Commission all funds tendered for the original Project.

Site dedication survives any contract termination. If mutually agreed upon by both parties in writing the site dedication may be rescinded. The Commission shall waive the site dedication requirement if no program funds were dispersed.

H. **Phase II, Project Site Management:** During Phase II, the Grantee shall provide and be responsible for any and all costs associated with the ordinary and routine operations and maintenance of the project site, including any and all personnel, equipment or service and supplies costs beyond the costs approved for reimbursement in Phase I of this Agreement.

4. FINANCIAL CONSEQUENCES

Pursuant to 215.971(1)(c), Florida Statutes, the Commission will withhold payment of Program funds for failure to complete the Project as described herein within the timeframe allowed for Phase I, or for failure to correct any Project deficiencies, as noted in the final Project inspection.

During Phase II of the Project, the Grantee shall repay any Program funds received for Phase I for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for the duration of the Agreement.

5. COMPENSATION AND PAYMENT

A. **Compensation:** For satisfactory completion of the tasks described in this Scope of Work, by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $32,650. The Grantee shall be reimbursed only for budgeted expenses incurred during the term of Phase I of the Agreement that are directly related to the project. There is no monetary compensation during Phase II.

B. **Cost Share:** The Grantee agrees to provide 54.4% of the total cost for Phase I of the project as indicated in FBIP Grant Application No. 14-007. The total compensation by the Commission shall be $32,650 or 45.6% of the total cost for Phase I, whichever is less.

C. **Travel Expenses:** No travel expenses are authorized under the terms of this agreement.

D. **Invoice Schedule:** The Grantee will submit one request for reimbursement within 30 days after completion of Phase I of the Project, as described herein, and acceptance of deliverables in writing by the Commission's Grant Manager. The Commission shall have 45 working days to inspect and approve goods and services.

E. **Forms and Documentation:** The Grantee shall be reimbursed on a cost reimbursement basis in accordance with Comptroller Contract Payment Requirements as shown in the Department of Financial Services, Bureau of Accounting and Auditing, Voucher Processing Handbook, Chapter 4., C., I., attached hereto and made a part hereof as Attachment E.

The request for reimbursement shall include an invoice in a format similar to Attachment F, Sample Invoice Form, which shall include the FWC Contract Number, the Grantee's Federal Employer Identification (FEID) Number, and indicate the dates of service. The invoice shall be accompanied by a Certification of Completion, photographs to document project completion, an itemized list of all project expenditures, and copies of invoices and cancelled checks or check numbers to document payment for all project expenditures.

Attachment: FFWC Grant Agreement No. 14092 (1075 : FFWC Grant Agreement)

Project Name:	Sunrise Park Boat Ramp Improvements	FWC Contract No.	14092

6. MONITORING

A. Compliance Monitoring and Corrective Actions: The Commission will monitor the Grantee's service delivery to determine if the Grantee has achieved the required level of performance. If the Commission at its sole discretion determines that the Grantee failed to meet any of the Terms and Conditions of this Agreement, the Grantee will be sent a formal written notice. The Grantee shall correct all identified deficiencies within forty-five (45) days of notice. Failure to meet 100% compliance with all of the Terms and Conditions of this Agreement or failure to correct the deficiencies identified in the notice within the time frame specified may result in delays in payment or termination of this Agreement in accordance with the Termination section.

B. Site Inspections: The Commission may inspect the Project site prior to and, if applicable, during the construction of the Project. The Grantee shall notify the Commission's Grant Manager when the Project has reached substantial completion so that inspection may occur in a timeframe allowing for the timely submission and processing of the final invoice. The Commission's Grant Manager, or designee, shall inspect the work accomplished on the Project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for payment.

The Grantee shall allow unencumbered access to the Project site to the Commission, its employees or agent for the duration of the Agreement for the purpose of site visit or inspection to verify the facility is being maintained, in operation and is open and available to the public. As part of the inspection, the Commission may request maintenance and use information from the Grantee to validate the condition of the facility.

C. Project Progress Reports: The Grantee shall submit to the Commission, on a quarterly basis, project progress reports outlining the progress of the Project, identifying any problems that may have arisen, and actions taken to correct such problems. Such reports shall be submitted on the Project Progress Report Form attached hereto and made a part hereof as Attachment G. Reports are due to the Commission's Grant Manager by the 15th of the month immediately following the reporting period until the Certification of Completion is submitted.

7. INTELLECTUAL PROPERTY RIGHTS

No additional requirements. Refer to Section 13 of the Agreement.

8. SUBCONTRACTS

No additional requirements. Refer to Section 15 of the Agreement.

9. INSURANCE

No additional requirements. Refer to Section 17 of the Agreement.

10. SECURITY AND CONFIDENTIALITY

No additional requirements. Refer to Section 22 of the Agreement.

8.2.a

Attachment: FFWC Grant Agreement No. 14092 (1075 : FFWC Grant Agreement)

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Project Name:	Sunrise Park Boat Ramp Improvements	FWC Contract No.	14092

11. RECORD KEEPING REQUIREMENTS

No additional requirements. Refer to Section 23 of the Agreement.

12. NON-EXPENDABLE PROPERTY

The Grantee is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at $1,000 or more for performance under this Agreement.

13. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

Refer to Section G, Site Dedication, above in Section 3, Performance.

14. SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS

A. Certificate of Completion: Upon completion of Phase I, the Grant Manager for the Grantee shall sign a Certification of Completion form, Attachment H, attached hereto and made a part hereof, that certifies the Project was completed in accordance with the Scope of Work and the Agreement.

B. Fees: The Commission reserves the right to review and approve any and all fees proposed for grant project sites, funded in whole or in part by this Program, for the term of the Agreement to ensure that excess collection does not occur and that funds collected are not reallocated or diverted to any non-boating access related purpose.

8.2.a

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CERTIFICATIONS AND ASSURANCES

The Commission will not enter this Agreement unless Grantee completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Agreement, Grantee provides the following certifications and assurances:

A. Debarment and Suspension Certification (2 CFR Part 1400)

B. Certification Regarding Lobbying (31 U.S.C. 1352)

C. Certification Regarding Public Entity Crimes (section 287.133, F.S.)

D. Certification Regarding Drug-Free Workplace Requirements (41 U.S.C. 701 et. seq.) (as applicable to recipients and subrecipients of federal financial assistance)

E. Certification Regarding the Scrutinized Companies List (section 287.135, F.S.) (as applicable)

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Grantee certifies to the best of its knowledge and belief, that it and its principals:

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

2. Have not within a three-year period preceding this Agreement 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;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or

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

If Grantee is unable to certify to any of the statements in this certification, Grantee shall attach an explanation to this Agreement.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

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

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 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.

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 employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this Grant was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. 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.

C. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Grantee hereby certifies that neither it, nor any person or affiliate of Grantee, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Grantee understands and agrees that it is required to inform the Commission immediately upon any change of circumstances regarding this status.

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
(If Grantee is a Recipient or Subrecipient of Federal Financial Assistance)

Pursuant to the Drug-Free Workplace Act of 1988, the undersigned attests and certifies that the Grantee (if not an individual) will provide a drug-free workplace by the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an ongoing drug-free awareness program to inform employees concerning:
   a. The dangers of drug abuse in the workplace.
   b. The policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation and employee assistance programs.
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph D.1. of this certification.

8.2.a

Attachment: FFWC Grant Agreement No. 14092 (1075 : FFWC Grant Agreement)

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4. Notifying the employee in the statement required by paragraph D.1. of this certification that, as a condition of employment under the Agreement, the employee will:
   a. Abide by the terms of the statement.
   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

5. Notifying the Commission in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Grant Manager on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract or Grant.

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b. herein, with respect to any employee who is so convicted:
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

If the Grantee is an individual, the Grantee certifies that:

1. As a condition of the grant, Grantee will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and,

2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, Grantee will report the conviction, in writing, within 10 calendar days of the conviction, to the Commission When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

E. CERTIFICATION REGARDING the SCRUTINIZED COMPANIES LISTS, SECTION 287.135, F.S.

If this Grant is in the amount of $1 million or more, in accordance with the requirements of section 287.135, F.S., Grantee hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, F.S. Grantee also hereby certifies that it is not engaged in business operations is Cuba or Syria.

Grantee understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Grantee to civil penalties, attorney's fees, and/or costs.

If Grantee is unable to certify to any of the statements in this certification, Grantee shall attach an explanation to this Grant.

8.2.a

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By signing below, Grantee certifies the representations outlined in parts A through E above are true and correct.

_____
(Signature and Title of Authorized Representative)

_____
Grantee Date

_____
(Street)

_____
(City, State, ZIP Code)

8.2.a

Attachment: FFWC Grant Agreement No. 14092 (1075 : FFWC Grant Agreement)

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AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Contractor may be subject to audits and/or monitoring by the Commission as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), the Commission may conduct or arrange for monitoring of activities of the Contractor. Such monitoring procedures may include, but not be limited to, on-site visits by the Commission staff or contracted consultants, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

A. This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

B. In the event that the Contractor expends $500,000 or more in Federal awards in its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Contract. In determining the Federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

C. In connection with the audit requirements addressed in Part I, paragraph A. herein, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.

D. Such audits shall cover the entire Contractor's organization for the organization's fiscal year. Compliance findings related to contracts with the Commission shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the Contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission contract involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the OMB A-133 audit reports.

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Attachment: FFWC Grant Agreement No. 14092 (1075 : FFWC Grant Agreement)

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E. If not otherwise disclosed as required by section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the Commission in effect during the audit period.

F. If the Contractor expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Contractor expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Contractor's resources obtained from other-than Federal entities).

G. A web site that provides links to several Federal Single Audit Act resources can be found at: http://harvester.census.gov/sac/sainfo.html

PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

A. In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Commission by this Contract. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

B. In connection with the audit requirements addressed in Part II, paragraph A herein, the Contractor shall ensure that the audit complies with the requirements of section 215.97(7), F.S. This includes submission of a financial reporting package as defined by section 215.97(2)(d), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

C. If the Contractor expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Contractor expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (*i.e.*, the cost of such an audit must be paid from the Contractor's resources obtained from other-than State entities).

D. Additional information regarding the Florida Single Audit Act can be found at:
https://apps.fldfs.com/fsaa/singleauditact.aspx.

PART III: REPORT SUBMISSION

A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this

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Attachment: FFWC Grant Agreement No. 14092 (1075 : FFWC Grant Agreement)

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Attachment shall be submitted by or on behalf of the Contractor directly to each of the following at the address indicated:

1. The Commission at the following address:

   Chief Financial Officer
   Florida Fish and Wildlife Conservation Commission
   Bryant Building
   620 S. Meridian St.
   Tallahassee, FL 32399-1600

2. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse):

   Federal Audit Clearinghouse
   Bureau of the Census
   1201 East 10th Street
   Jeffersonville, IN 47132

3. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

B. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Attachment (in correspondence accompanying the audit report, indicate the date that the Contractor received the audit report); copies of the reporting package described in Section .320 (d), OMB Circular A-133, as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Attachment must be sent to the Commission at the addresses listed in paragraph c.) below.

C. Copies of financial reporting packages required by Part II of this Attachment, including any management letters issued by the auditor, shall be submitted by or on behalf of the Contractor directly to each of the following:

1. The Commission at the following address:

   Chief Financial Officer
   Florida Fish and Wildlife Conservation Commission
   Bryant Building
   620 S. Meridian St.
   Tallahassee, FL 32399-1600

2) The Auditor General's Office at the following address:

   Auditor General's Office
   G74 Claude Pepper Building
   111 West Madison Street
   Tallahassee, FL 32399-1450

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Attachment: FFWC Grant Agreement No. 14092 (1075 : FFWC Grant Agreement)

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D. Any reports, management letter, or other information required to be submitted to the Commission pursuant to this Contract shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors and sub-contractors, when submitting financial reporting packages to the Commission for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor/sub-contractor in correspondence accompanying the reporting package.

- End of Attachment C –

8.2.a

Attachment: FFWC Grant Agreement No. 14092 (1075 : FFWC Grant Agreement)

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Exhibit 1
FEDERAL AND STATE FUNDING DETAIL

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program(s) Funds		
CFDA #	**CFDA Title**	**Amount**
	Total Federal Awards	

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program(s) Compliance Requirements	
CFDA #	**Compliance Requirements**

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Matching Funds Provided by CFDA		
CFDA #	**CFDA Title**	**Amount of Matching Funds**
	Total Matching Funds Associated with Federal Programs	

8.2.a

Attachment: FFWC Grant Agreement No. 14092 (1075 : FFWC Grant Agreement)

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SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project(s)		
CSFA #	**CSFA Title**	**Amount**
77.006	Florida Boating Improvement Program	$32,650.00
	Total State Awards	$32,650.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

State Project(s) Compliance Requirements	
CSFA #	**Compliance Requirements**
77.006	Recipient must comply with Florida Boating Improvement Program Guidelines, March 2012

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

- End of EXHIBIT 1 -

Attachment: FFWC Grant Agreement No. 14092 (1075 : FFWC Grant Agreement)

FWC Contract No. 14092 **Attachment D**

SITE DEDICATION

This Site Dedication gives notice that the Real Property identified as described in Exhibit A, Legal Description, attached hereto, (the "Property") has been developed with financial assistance provided by the Florida Legislature, through the Fish and Wildlife Conservation Commission, under the grant program called the Florida Boating Improvement Program (FBIP). In accordance with Chapter 68-1.003, F.A.C., and the Program Guidelines of the FBIP, the Property is hereby dedicated to the public as a boating access facility for the use and benefit of the general public for a minimum period of twenty (20) years from the date of this dedication.

DEDICATOR

_____	_____
Original signature	Witness
_____	_____
Printed Name	Printed Name
_____	_____
Title	Witness
_____	_____
Date	Printed Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by _____, who is personally known to me or who produced _____ as identification.

Stamp:

_____
Notary Public, State of Florida

8.2.a

Attachment: FFWC Grant Agreement No. 14092 (1075 : FFWC Grant Agreement)

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COST REIMBURSEMENT CONTRACT PAYMENT REQUIREMENTS

Pursuant to the February, 2011 *Reference Guide for State Expenditures* published by the Department of Financial Services, invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). In addition, supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of supporting documentation:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports. Additionally, the invoice or submitted documentation must evidence the completion of all tasks required to be performed for the deliverable and must show that the provider met the minimum performance standards established in the agreement.

Attachment: FFWC Grant Agreement No. 14092 (1075 : FFWC Grant Agreement)

FWC Contract No. 14092

Attachment F

INVOICE

Billed to:

Fish and Wildlife Conservation Commission
Florida Boating Improvement Program
620 South Meridian Street
Tallahassee, Florida 32399-1600

Remit payment to:

Grantee: _____
FEID #: _____
Address: _____
_____

Invoice No. _____
Invoice Date: _____
FWC Contract #: _____
Amount of Grant Award: $_____

Billing Period/Dates of Service:

From: _____

To : _____

PROJECT COSTS:

In-kind Services – Non-cash expenses:	**Amount**
In-kind service: Administration	$
In-kind service: Project Management	$
In-kind service: Other	$
Deliverables/Services Provided (Scope of Work) – Cash expenditures:	**Amount**
	$
	$
	$
	$
	$
	$
	$
	$

Total Project Cost: $ _____

Grantee Share (_____%): – $ _____

Amount for Reimbursement: $

I hereby certify that the above costs are true and valid costs incurred in accordance with the project Agreement, and that the matching funds, in-kind or cash, were utilized toward the project in this Agreement.

Signed: _____ Date: _____
Project Manager

Attachment: FFWC Grant Agreement No. 14092 (1075 : FFWC Grant Agreement)

FWC Contract No. 14092 Attachment G

FLORIDA BOATING IMPROVEMENT PROGRAM
PROJECT PROGRESS REPORT

Mail to FWC at 620 South Meridian Street, Tallahassee, FL 32399-1600 or fax to (850) 488-9284.

FWC Contract #_____ **Reporting Period (Month/Year):** _____
(Due 15 days after the end of each quarter)

Grantee: _____

Project Title:_____

1. **Describe progress of project, including percent completed for each task in the Scope of Work:**

2. **Is project currently on schedule for completion by Phase I due date?** **YES** ☐ **NO** ☐
   Anticipated Phase I completion date: _____
   (If project is not on schedule, please explain any problems encountered and/or possible delays)

3. **Reporting requirements: (Check all that have been submitted to date)**

   ☐ **Bid package**
   ☐ **Bid tabulation**
   ☐ **Progress photographs**
   ☐ **Final photographs**
   ☐ **Draft acknowledgement**

_____ _____
Project Manager **Date**

_____ _____
Print Name **Phone**

Attachment: FFWC Grant Agreement No. 14092 (1075 : FFWC Grant Agreement)

FWC Contract No. 14092 Attachment H

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Florida Boating Improvement Program

CERTIFICATION OF COMPLETION STATEMENT

I, _____
(Print Name and Title)

representing _____
(Name of Local Government)

do hereby certify that the Florida Boating Improvement Program project funded by FWC Contract No. _____ has been completed in compliance with all terms and conditions of said Agreement; that all amounts payable for materials, labor and other charges against the project have been paid; and that no liens have been attached against the project.

_____ _____
(Signature) (Date)

WARNING: "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083." § 837.06, Florida Statutes.

CERTIFICATE BY COMMISSION

I certify: That, to the best of my knowledge and belief, the work on the above-named project has been satisfactorily completed under the terms of the Agreement.

Division: _____

By: _____ Date: _____

Name: _____

Title: _____

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: May 26, 2015
FROM: Steve Aldrich
SUBJECT: FDLE/DEA Central Storage Letter of Agreement (MOU) - for Participation in the Methamphetamine Clandestine Drug Laboratory Hazardous Waste Central Storage Container Program
NUMBER: (ID # 1072)
APPLICANT:
PLANNER:

DISCUSSION: This Memorandum of Understanding allows the Holly Hill Police Department in to utilize centrally located Hazardous Waste collection points to dispose of properly collected and identified hazardous chemicals that are used in the illicit manufacturing of Methamphetamine drugs. Our past participation in this program has saved the city thousands of dollars during the clean-up and removal process when dealing with hazardous chemicals generated from illicit methamphetamine laboratories. We currently have one active member of our department assigned on the countywide "Meth Clean-up Team".

FISCAL ANALYSIS: There is no budgetary cost to the participation in the Memorandum of Understanding and Letter of Agreement for participation in the Methamphetamine Clandestine Drug Laboratory Hazardous Waste Central Storage Container Program.

STAFF RECOMMENDATION: Authorize the City Manager to entering to into agreement to continue our participation in the above listed MOU.

COMMISSION GOAL: 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 authorization to allow the City Manager to enter into MOU with the FDLE/DEA for the Participation is the Methamphetamine Clandestine Drug Laboratory Central Storage Container Program.

- FDLE-DEA Authorized Central Storage Program Letter of Agreement 2018-2018 (PDF)

FDLE

Florida Department of Law Enforcement

Richard L. Swearingen
Commissioner

Criminal Investigations and Forensic Science Services
Post Office Box 1489
Tallahassee, FL 32303-1489
(850) 410-8300
www.fdle.state.fl.us

Rick Scott, *Governor*
Pam Bondi, *Attorney General*
Jeff Atwater, *Chief Financial Officer*
Adam Putnam, *Commissioner of Agriculture*

April 27, 2015

Agency Head:

On April 21, 2015, the Florida Department of Law Enforcement (FDLE) renewed the Authorized Central Storage Program Letter of Agreement (LOA) with the United States Department of Justice, Drug Enforcement Administration (DEA), which is incorporated herein. The LOA provides, as a part of FDLE's participation in the DEA Central Storage Program, that FDLE "may, at their discretion, enter into separate Agreements with its local law enforcement agencies in order for such agencies to participate in this Authorized Central Storage Program."

Attached, is the current MOU, which expires in April, 2018. The previous MOU, which your agency had signed, expired on March 29, 2015.

Please sign and return at you earliest convenience to:

Jay Best
Inspector
Florida Department of Law Enforcement
Investigations & Forensic Science Program Office
2331 Phillips Road, Tallahassee, FL 32308

Sincerely,

Jay Best
Inspector

MEMORANDUM OF UNDERSTANDING AND LETTER OF AGREEMENT FOR PARTICIPATION IN THE METHAMPHETAMINE CLANDESTINE DRUG LABORATORY HAZARDOUS WASTE CENTRAL STORAGE CONTAINER PROGRAM

I. PREFACE

A. Background

On April 21, 2015, the Florida Department of Law Enforcement (FDLE) renewed the Authorized Central Storage Program Letter of Agreement (LOA) with the United States Department of Justice, Drug Enforcement Administration (DEA), which is incorporated herein as "Exhibit 1." The LOA provides, as a part of FDLE's participation in the DEA Central Storage Program, that FDLE "may, at their discretion, enter into separate Agreements with its local law enforcement agencies in order for such agencies to participate in this Authorized Central Storage Program."

B. Purpose

The purpose of this MOU is to establish the terms and conditions under which the Florida Department of Law Enforcement and the undersigned, as a participating local law enforcement agency, will agree to jointly assume with FDLE, the obligations set forth herein in order to participate in the DEA Central Storage Program (hereinafter "Program").

II. TERM OF MOU

This MOU is effective upon the date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until April 21, 2018.

III. RESPONSIBILITIES

A. The undersigned agency agrees that law enforcement officers employed and assigned by the undersigned agency, acting jointly with FDLE in the Program, will:

1. Perform the activities and duties of a "generator" of all hazardous waste that is transported, stored, or disposed off-site from a clandestine drug laboratory, as defined in 40 C.F.R. Parts 260, et seq.;

2. Assure that law enforcement officers employed by the undersigned agency and assigned to the Program have received 40 hours of Occupational Health and Safety Administration (OSHA) training and a minimum of eight (8) hours of RCRA/ United States Department of Transportation (DOT) function-specific training related to packaging, labeling, transporting and storing hazardous waste;

Attachment: FDLE-DEA Authorized Central Storage Program Letter of Agreement 2018-2018 (1072 : FDLE/DEA Central Storage Letter of

3. Seize, characterize, package, manage, and remove all hazardous waste discovered at or associated with clandestine laboratories (except for evidence or samples that are collected and maintained for investigation purposes and the remediation of residual contamination from a clandestine drug laboratory);

4. Transport such waste to designated collection stations that have been approved by the state for temporary storage prior to disposal;

5. Store, maintain, and secure only clandestine laboratory-related hazardous waste in state-approved collection stations;

6. Inventory and label all hazardous waste stored in the collection stations in proper containers according to the clandestine laboratory or location from which the hazardous waste was generated (inventories must include date, time, and location of seizure);

7. Designate, if requested by FDLE, properly trained and equipped law enforcement officers to serve as collection station Operators for the purpose of accepting or declining hazardous waste delivered to collection stations;

8. If providing law enforcement officers to serve as collection station Operators, only accept clandestine drug laboratory-related waste when such waste has been identified, packaged, characterized and transported to the collection station by an individual or individuals possessing the required training;

9. Immediately report to the appropriate state or federal agency for appropriate action, instances in which clandestine laboratory-related hazardous waste has been packaged, transported, or stored in violation of applicable Federal, State, or local environmental requirements;

10. Complete, if requested by FDLE, an EPIC Form 143, upon seizure of a clandestine laboratory, and submit the information to the El Paso Intelligence Center (EPIC) for entry into the National Seizure System (NSS);

11. Send for, if requested by FDLE, pick-up and disposal services by DEA-designated hazardous waste contractors, by contacting the respective DEA POC and indicating which of the containers contain waste;

12. Carry out the tasks set out in paragraphs 1-8 above in compliance with all applicable Environmental Protection Agency (EPA), OSHA, and DOT authorizing statutes and regulations, as well as State of Florida and local restrictions;

13. Assign personnel to the tasks set out in 1-8 above who have received all necessary training and equipment under applicable Federal, state and local requirements, including, but not limited to, the training specified in paragraph 2 above, solely at the responsibility of their personnel to the extent possible;

14. Carry out the tasks set out in paragraphs 1-8 above in compliance, where applicable, with requirements and storage quantity and time limits for a

Attachment: FDLE-DEA Authorized Central Storage Program Letter of Agreement 2018-2018 (1072 : FDLE/DEA Central Storage Letter of

hazardous waste Conditionally Exempt Small Quantity Generator (CESQG), as defined in EPA's regulations at 40 CFR Part 261.5;

15. Immediately notify a FDLE POC or personnel of the local DEA office to request the cleanup services of a DEA hazardous waste contractor whenever hazardous waste is discovered at the site of a clandestine laboratory in excess of the CESQG exemption levels, including waste which qualifies as "acutely hazardous waste" under RCRA;

16. Carry out the tasks set out in paragraphs 1-8 above in a way that protects human health and the environment and prevents a public nuisance;

17. Permit DEA, upon reasonable notice, to inspect container storage locations and have available for examination by DEA or any of its duly authorized agents and representatives, any and all investigative reports, records, inventories, and documents required to be maintained by the LOA; and

18. Maintain all such foregoing reports and records until all examinations are completed and resolved, or for a period of three (3) years after termination of the LOA, whichever is sooner.

B. FDLE agrees to perform the following actions:

1. Assume the responsibility of coordinating the administration of the Program in Florida with DEA;

2. Assume the responsibility of coordinating the participation of Florida local law enforcement agencies in the Program;

3. Facilitate delivery of the approved OSHA training and RCRA/DOT function-specific training related to packaging, labeling, transporting and storing hazardous waste;

4. Ensure compliance with the terms of the LOA with DEA;

5. Assist in placing and securing hazardous waste in designated collection stations;

6. Coordinate response and assistance by DEA-designated hazardous waste contractors in instances in which hazardous waste is discovered at a clandestine laboratory site in excess of the CESQG exemption; and

7. Request pick-up and disposal services, when needed, with DEA-designated hazardous waste contractors.

Attachment: FDLE-DEA Authorized Central Storage Program Letter of Agreement 2018-2018 (1072 : FDLE/DEA Central Storage Letter of

Attachment: FDLE-DEA Authorized Central Storage Program Letter of Agreement 2018-2018 (1072 : FDLE/DEA Central Storage Letter of

VI. GENERAL PROVISIONS

A. Amendments:

Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and shall be effective when executed and signed by all parties to this MOU.

B. Costs and Liability-Related Issues

1. To the extent the Federal Tort Claims Act, 28 U.S.C. §§ 2671-2680 may not be applicable, each party to this MOU agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Party's own employee while such employees are engaged in Program activities/initiatives, and shall remain responsible for the compensation, retirement, workers compensation and other benefits accruing to the benefit of said participating employees.

2. Each party to this MOU agrees to furnish necessary personnel, property (including personal protective equipment), police equipment, vehicles, and resources in order to effect the purposes of the MOU, and agrees to bear the cost of loss or damage to its equipment, vehicles or property so provided and must pay any expense incurred in the operation and maintenance of that equipment.

3. The Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, or personnel expenses incurred by reason of death, injury or incidents giving rise to potential liability.

C. Sovereign Immunity

This MOU shall not be construed as a waiver of sovereign immunity by the undersigned agency, the Florida Department of Law Enforcement, or the State of Florida, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

D. Entirety of Agreement

This MOU, consisting of six (6) pages plus attachments, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto sign on the date specified.

Party's Acceptance of Memorandum of Understanding
for Participation in the Methamphetamine Clandestine Drug Laboratory
Hazardous Waste Central Storage Container Program

****

For the Florida Department of Law Enforcement (FDLE):

TFK

Richard L. Swearingen, Commissioner
Executive Director, Florida Department of Law Enforcement

3/4/15

Date

Party's Acceptance of Memorandum of Understanding
for Participation in the Methamphetamine Clandestine Drug Laboratory
Hazardous Waste Central Storage Container Program

****

For the Name of participating agency:
(Agency)

_____
(Signature)

_____
(Printed Name)

_____
(Title)

_____
(Date)

Attachment: FDLE-DEA Authorized Central Storage Program Letter of Agreement 2018-2018 (1072 : FDLE/DEA Central Storage Letter of

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: May 26, 2015
FROM: Jacki Maswary
SUBJECT: Extension of Continuing Services Contract RFQ-ENG-10-01
NUMBER: (ID # 1077)
APPLICANT:
PLANNER:

DISCUSSION:

Currently the City has one (1) consultant retained under continuing services contract for Engineering Services through RFQ-ENG-10-01, Quentin L. Hampton Associates, Inc. QLH was selected through their submission under the 2010 request for qualifications for engineering services under the provisions set forth in the Consultants' Competitive Negotiation Act (CCNA). This contract is due to expire on June 4, 2015.

The City is in the process of writing a request for qualifications to establish new contracts for engineering services, however, the process is lengthy and in the interim the City would not have a consultant retained on contract for any new projects requiring these types of services. Therefore, staff is requesting the City Commission consider extending the provisions of the current contract, RFQ-ENG-10-01, with Quentin L. Hampton Associates Inc. for an additional six (6) months.

FISCAL ANALYSIS:

Funds are made available for consultant services through the budget process.

STAFF RECOMMENDATION:

Approve extending the provisions of the contract, RFQ-ENG-10-01, with Quentin L. Hampton Associates Inc. for an additional six (6) months and authorize the City Manager to execute Addendum 2 to the contract RFQ-ENG-10-01.

COMMISSION GOAL:

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 EXTENDING THE PROVISIONS OF THE CONTRACT, RFQ-ENG-10-01, WITH QUENTIN L. HAMPTON ASSOCIATES INC. FOR AN ADDITIONAL SIX (6) MONTHS AND AUTHORIZE THE CITY MANAGER TO EXECUTE ADDENDUM 2 TO THE CONTRACT RFQ-ENG-10-01.

- Quentin L. Hampton & Associates - Engineering Services Contract Addendum 1(PDF)
- Quentin L. Hampton & Associates - Engineering Services Contract Addendum 2(PDF)
- Quentin L. Hampton & Associates - Engineering Services Contract (PDF)

BRA
DAVID A. KING, P.E.
ANDREW M. GIANNINI, P.E.
KEVIN A. LEE, P.E.

Consulting Engineers
P.O. DRAWER 290247
PORT ORANGE, FLORIDA 32129-0247

EMAIL: qlha@qlha.com

Attachment: Quentin L. Hampton & Associates - Engineering Services Contract Addendum 1 (1077 :

FILE COP

May 22, 2013

James McCroskey
City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32114

CITY OF HOLLY HILL
SERVICES AGREEMENT FOR ENGINEERING SERVICES
RFQ-ENG-10-01
CONTRACT ADDENDUM 1

Dear Mr. McCroskey,

Attached is the executed Contract Addendum 1 for the Engineering Services Agreement. If you have any questions, please feel free to contact our office.

Sincerely,
QUENTIN L. HAMPTON ASSOCIATES, INC.

for: Brad T. Blais, P.E.
President

BTB:el

Enclosure

RECEIVED
MAY 24 2013

CITY OF HOLLY HILL
SERVICES AGREEMENT FOR
Engineering Services With Quentin L. Hampton Associates, Inc.
RFQ-ENG-10-01

CONTRACT ADDENDUM 1

WHEREAS, the Services Agreement for Engineering Services between Quentin L. Hampton Associates, Inc. and the City of Holly Hill was entered into by both parties, effective June 4, 2010; and

WHEREAS, the City of Holly Hill proposes to revise this Agreement; and

WHEREAS, words which are underlined (underlined) are additions to the text and words with strike through (~~strike through~~) are deletions from the text.

THEREFORE, the Agreement is revised as follows:

SECTION 11: LENGTH OF AGREEMENT.

(a). The term of this Contract is three (3) year commencing on the date of full execution of this Contract by the parties.

(b). The CONTRACTOR services shall begin upon written notification to proceed by the CITY.

(c). CONTRACTOR services shall be on a work order basis and may include matters such as serving as an expert witness.

~~(d). Subsequent to the conclusion of the initial three (3) year term, this Contract may be renewed for one (1) each year for total of an additional two (2) years, with City Commission approval. Should the CITY wish to not have this Contract renewed for any year, the CITY shall provide written notice to the CONTRACTOR ninety (90) days prior to the ending date.~~

(d). At the conclusion of the initial three (3) year term, this contract may be renewed for one (1) each year for a total of an additional two (2) years. The first renewal of one (1) additional year with City Commission approval, the second renewal of one (1) additional year with City Manager approval. Should the CITY with not have this Contract renewed for any year, the CITY shall provide written notice to the CONTRACTOR ninety (90) days prior to the ending date.

IN WITNESS WHEREOF, the Parties have executed this Addendum by and through their duly authorized representatives, in counterparts, on the respective dates below.

CITY OF HOLLY HILL

By: James A. McCroskey

James A. McCroskey
City Manager

Date: 5/16/13

ATTEST:

By: Valerie Manning

Valerie Manning
City Clerk

Date: 5/16/13

Quentin L. Hampton Assocaites, Inc.

By:

Brad T. Blais
President

Date: 5/22/13

ATTEST:

By: Marcus Turner

Date: 5-22-13

CITY OF HOLLY HILL
SERVICES AGREEMENT FOR
Engineering Services With Quentin L. Hampton Associates, Inc.
RFQ-ENG-10-01

CONTRACT ADDENDUM 2

WHEREAS, the Services Agreement for Engineering Services between Quentin L. Hampton Associates, Inc. and the City of Holly Hill was entered into by both parties, effective June 4, 2010; and

WHEREAS, the City of Holly Hill proposes to revise this Agreement; and

WHEREAS, words which are underlined (underlined) are additions to the text and words with strike through (~~strike through~~) are deletions from the text.

THEREFORE, the Agreement is revised as follows:

SECTION 11: LENGTH OF AGREEMENT.

(a). The term of this Contract is three (3) year commencing on the date of full execution of this Contract by the parties.

(b). The CONTRACTOR services shall begin upon written notification to proceed by the CITY.

(c). CONTRACTOR services shall be on a work order basis and may include matters such as serving as an expert witness.

(d). At the conclusion of the initial three (3) year term, this contract may be renewed for one (1) each year for a total of an additional two (2) years. The first renewal of one (1) additional year with City Commission approval, the second renewal of one (1) additional year with City Manager approval. Should the CITY with not have this Contract renewed for any year, the CITY shall provide written notice to the CONTRACTOR ninety (90) days prior to the ending date.

(e). Upon conclusion of the second renewal year, the contract shall be extended under the same terms and conditions of the original contract, as amended by Addendum 1, for an additional six (6) months.

IN WITNESS WHEREOF, the Parties have executed this Addendum by and through their duly authorized representatives, in counterparts, on the respective dates below.

CITY OF HOLLY HILL	Quentin L. Hampton Associates, Inc.
By:_____	By:_____
Joseph A. Forte City Manager	Brad T. Blais President
Date:_____	Date:_____
ATTEST:	ATTEST:
By:_____	By:_____
Valerie Manning City Clerk	
Date:_____	Date:_____

Attachment: Quentin L. Hampton & Associates - Engineering Services Contract Addendum 2 (1077 : Extension of Contract RFQ-ENG-10-01)

CITY OF HOLLY HILL
SERVICES AGREEMENT FOR
Engineering Services With Quentin L. Hampton Associates, Inc.
RFQ-ENG-10-01

THIS AGREEMENT made and entered into the 4TH day of JUNE, 2010 by and between the:

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

a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as the "City," and:

Quentin L. Hampton Associates, Inc.
PO Drawer 290247
Port Orange, FL 32129

a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Contractor".

The City and the Contractor are collectively referred to herein as the "parties".

WITNESSETH:

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

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

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

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

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

Attachment: Quentin L. Hampton & Associates - Engineering Services Contract (1077 : Extension of Contract RFQ-ENG-10-01)

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Attachment: Quentin L. Hampton & Associates - Engineering Services Contract (1077 : Extension of Contract RFQ-ENG-10-01)

SECTION 1: DEFINITIONS.

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

Agreement – This document and all subsequent Work Orders between the City and Contractor. Each Exhibit, as identified below, even if not physically attached, shall be treated as if they were part of this Agreement. The effective date of this Agreement is the date City Commission approves the selection of the Contractor.

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

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

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

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

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

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

Exhibit A -	Description of Services
Exhibit B -	Certificate of Liability Insurance
Exhibit C -	Draft City Work Order Form
Exhibit D -	ADA Form
Exhibit E -	Business Tax Receipt – (City of Holly Hill)
Exhibit F -	W-9

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

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

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

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

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

Work Order - A detailed description of quantities, services, and a completion schedule provided issued by the City on it's approved form which, on occasion, may contain documents published on Contractor

Attachment: Quentin L. Hampton & Associates - Engineering Services Contract (1077 : Extension of Contract RFQ-ENG-10-01)

letterhead describing all work associated with the service to be provided by the Contractor to the City for an agreed price referencing this Agreement by title and date.

SECTION 2: CAPTIONS.

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

SECTION 3: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.

(a). This Agreement, together with the Exhibits, constitutes the entire integrated Agreement between the City and the Contractor and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits attached, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence, and statements, whether written or oral.

(b). This Agreement may only be amended, supplemented, or modified by a formal written amendment.

(c). Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

(d). The Exhibits made part of this Agreement are as follows:

Exhibit A -	Description of Services
Exhibit B -	Certificate of Liability Insurance
Exhibit C -	Draft City Work Order Form
Exhibit D -	ADA Form
Exhibit E -	Business Tax Receipt – (City of Holly Hill)
Exhibit F -	W-9

SECTION 4: NO GENERAL CITY OBLIGATION.

(a). In no event shall any obligation of the City under this Agreement be or constitute a general obligation or indebtedness of the City, a pledge of the ad valorem taxing power of the City or a general obligation or indebtedness of the City within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.

(b). The Contractor shall not have the right to compel the exercise of the ad valorem taxing power of the City.

SECTION 5: CONTRACTOR UNDERSTANDING OF SERVICES REQUIRED

(a). Execution of this Agreement by the Contractor is a representation that the Contractor is familiar with local conditions and with the services to be performed. The Contractor shall make no claim for additional time or money based upon its failure to comply with this Agreement. The Contractor has informed the City, and hereby represents to the City, that it has extensive experience in performing and providing the services and/or goods described in this Agreement and to be identified in the Work Orders, and that it is well acquainted with the components that are properly and customarily included within such projects and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over City Projects. Execution of a Work Order shall be an affirmative and irrefutable representation by the Contractor to the City that the Contractor is fully familiar with any and all requisite work conditions of the provisions of the services.

(b). The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the parties have relied.

(c). It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the Contractor (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the City for any purpose, or in any manner, whatsoever. The Contractor is to be and shall remain forever an independent Contractor with respect to all services performed under this Agreement.

(d). Persons employed by the Contractor in the provision and performance of the services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the City's officers and employees either by operation of law or by the City.

SECTION 6: GENERAL PROVISIONS.

(a). Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for the Contractor certifies/certify that he/she/they is/are authorized to bind the Contractor fully to the terms of this Agreement.

(b). This Agreement is for services pertaining to various Planning and related services needed for the City's operations as set forth herein and as otherwise directed by the City to include all labor and materials that may be required.

(c). The Contractor acknowledges that the City may retain other Contractor to provide the same types of services for City projects. The City reserves the right to select which Contractor shall provide services for City projects.

(d). The Contractor acknowledges that the City has retained other Contractors and the coordination between said Contractors and the Contractor may be necessary from time to time for the successful completion of each Work Order. The Contractor agrees to provide such coordination as necessary within the Scope of Services as contained in Section 12; Description of Services.

(e). The Contractor agrees to provide and ensure coordination between goods / services providers.

(f). Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement to include, but not be limited to, each Work Order. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement and each Work Order.

(g). Contractor shall maintain an adequate and competent staff or professionally qualified persons throughout the performance of this Agreement to ensure acceptable and timely completion of each Work Order.

(h). Requirements for signing and sealing plans, reports, and documents prepared by the Contractor shall be governed by the laws and regulations of Volusia County and State Regulatory agencies.

(i). The Contractor hereby guarantees the City that all material, supplies, services, and equipment as listed on a Purchase Order meet the requirements, specifications, and standards as provided for under the Federal Occupations Safety and Health Act of 1970, from time to time amended and in force on the date hereof.

(j). No claim for services furnished by the Contractor not specifically provided for herein shall be honored by the City.

SECTION 7: CODES AND DESIGN STANDARDS

(a). All the services to be provided or performed by the Contractor shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of the City, and the laws of any Federal, State, or local regulatory agencies.

(b). The Contractor shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement.

SECTION 8: SUBCONTRACTORS.

(a). Any Contractor proposed sub-contractor shall be submitted to the City for written approval prior to the Contractor entering into a subcontract. Sub-Contractor information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment, and insurance certifications.

(b). The Contractor shall coordinate the provision of services and work product of any City approved sub-contractor and remain fully responsible for such services and work under the terms of this Agreement.

(c). Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of the Contractor duties commensurately with the Contractor's duties to the City under this Agreement, it being understood that nothing herein shall in any way relieve the Contractor from any of its duties under this Agreement. The Contractor shall provide the City with executed copies of all subcontracts.

SECTION 9: ASSIGNABILITY.

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

SECTION 10: COMMENCEMENT / IMPLEMENTATION SCHEDULE OF AGREEMENT.

(a). The Contractor shall commence the provision of services as described in this Agreement immediately upon execution of this Agreement.

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

SECTION 11: LENGTH OF AGREEMENT.

(a). The term of this Contract is three (3) year commencing on the date of full execution of this Contract by the parties.

(b). The CONTRACTOR services shall begin upon written notification to proceed by the CITY.

(c). CONTRACTOR services shall be on a work order basis and may include matters such as serving as an expert witness.

Attachment: Quentin L. Hampton & Associates - Engineering Services Contract (1077 : Extension of Contract RFQ-ENG-10-01)

(d). Subsequent to the conclusion of the initial three (3) year term, this Contract may be renewed for one (1) each year for total of an additional two (2) years, with City Commission approval. Should the CITY wish to not have this Contract renewed for any year, the CITY shall provide written notice to the CONTRACTOR ninety (90) days prior to the ending date.

SECTION 12: DESCRIPTION OF SERVICES.

(a). The Contractor agrees to perform diverse planning services for the City relating to various projects of the City. The Description of Services is further and more specifically outlined in Exhibit A.

(b). The Contractor shall diligently and in a professional and timely manner perform and provide the services outlined herein or as included in each subsequently entered Work Order. Unless modified in writing by the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the services pertaining to this Agreement.

(c). The City and Contractor agree that there may be certain additional services required to be performed by the Contractor during the performance of the Work Orders that can not be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as a Change Order in accordance with Section 21. The Work Orders may contain additional instructions or provide specifications upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 13: CONTRACTOR RESPONSIBILITIES.

(a). The Contractor shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by the Contractor under this Agreement as well as the conduct of its staff, personnel, employees, and agents. The Contractor shall work closely with the City on all aspects of the provision of the services. With respect to services, the Contractor shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the Contractor under this Agreement. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b). The Contractor shall furnish a Contractor Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order.

(c). Neither City review, approval, or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. The Contractor shall be and shall remain liable to the City in accordance with applicable law for all damages to the City caused by the Contractor's negligent or improper performance or failure to perform any of the services furnished under this Agreement.

(d). The rights and remedies of the Contractor, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

(e). In the event the Contractor fails to comply with the terms and conditions of this Agreement, the City shall notify the Contractor's Designated Representative in writing so that the Contractor may take remedial action.

(f). Time is of the essence in the performance of all services provided by the Contractor under the terms of this Agreement and each and every Work Order.

SECTION 14: CITY RIGHTS AND RESPONSIBILITIES.

(a). The City shall reasonably cooperate with the Contractor in a timely fashion at no cost to the Contractor as set forth in this Section.

(b). The City shall furnish a City Designated Representative to administer, review, and coordinate the provision of services under each Work Order.

(c). The City shall make City personnel available where, in the City's opinion, they are required and necessary to assist the Contractor. The availability and necessity of said personnel to assist the Contractor shall be determined solely at the discretion of the City.

(d). The City shall furnish the Contractor with existing data, records, maps, plans, specifications, reports, fiscal data, and other planning information that is available in the City's files that is necessary or useful to the Contractor for the performance of the Work. All such documents conveyed by the City shall be, and remain the property of, the City and shall be returned to the City upon completion of the Work to be performed by the Contractor.

(e). The City shall examine all Contractor reports, sketches, drawing, estimates, Qualifications, and other documents presented to the City and indicate the City's approval or disapproval within a reasonable time so as not to materially delay the provisions of the services of the Contractor.

(f). The City shall provide access to and make provisions for the Contractor to enter upon public and private lands as required for the Contractor within a reasonable time to perform work as necessary to complete the Work Order.

(g). The City shall transmit instructions, relevant information, and provide interpretation and definition of City policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Agreement.

(h). The City shall give written notice to the Contractor whenever the City designated representative knows of a development that affects the services provided and performed under this Agreement, timing of the Contractor's provision of services, or a defect or change necessary in the services of the Contractor.

(i). The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law; the City may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Agreement.

(j). The City shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Agreement or the responsibilities of the Contractor in carrying out the duties and responsibilities deriving from this Agreement.

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

(l). Neither the City's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor or any cause of action arising out of the performance of this Agreement and the Contractor shall be and always remain liable to the City in accordance with applicable law for any and all damages to the City caused by the Contractor's negligent or wrongful provision or performance of any of the services furnished under this Agreement.

(m). All deliverable analysis, reference data, survey data, plans and reports, or any other form of written instrument or document that may result from the Consultant's services or have been created during the course of the Contractor's performance under this Agreement shall become the property of the City after final payment is made to the Contractor.

Attachment: Quentin L. Hampton & Associates - Engineering Services Contract (1077 : Extension of Contract RFQ-ENG-10-01)

(n). In the event the City fails to comply with the terms and conditions of this Agreement, the Contractor shall notify the City's Designated Representative in writing so that the City may take remedial action.

SECTION 15: WAIVER.

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

SECTION 16: FORCE MAJEURE.

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

SECTION 17: STANDARDS OF CONDUCT.

(a). The 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 the Contractor 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 of making this Agreement.

(b). If the City determines that any employee or representative of the Contractor is not satisfactorily performing his or her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, the City shall so notify the Contractor, in writing. The Contractor shall immediately remove such employee or representative of the Contractor from such assignment.

(c). The Contractor hereby certifies (in writing) that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the Contractor, or any interest in property that the Contractor may have. The Contractor further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the City. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

(d). The Contractor shall not engage in any action that would create a conflict of interest for any City employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(e). The City shall not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. The City shall consider the employment by the Contractor of unauthorized aliens, a violation of Section 274A (e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A (e) of the INA shall be grounds for immediate termination of this Agreement by the City.

(f). The Contractor shall comply with the requirements of the Americans with Disabilities Act (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(g). The Contractor shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection, or discrimination.

(h). If the Contractor or an affiliate is placed on a discriminatory vendor list, such action may result in termination by the City. The Contractor shall certify, upon request by the City that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

(i). If the Contractor or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination by the City. The Contractor shall certify, upon request by the City, that is qualified to submit a bid under Section 287.133, Public Entity Crime, (2)(a), Florida Statutes.

(j). The Contractor shall certify, upon request by the City, that the Contractor maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.

(k). The Contractor agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the services provided to the City. The Contractor agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment safety, environmental and health laws.

(l). If applicable, in accordance with Section 216.347, Florida Statutes, the Contractor shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the Judicial Branch, or State Agency.

(m). The Contractor shall not publish any documents or release information regarding this Agreement to the media without prior approval of the City.

(n). The Contractor shall ensure that all services are provided to the City after the Contractor has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.

(o). The Contractor shall ensure that all taxes due from the Contractor are paid in a timely and complete manner including, but not limited to, occupational license tax.

SECTION 18: NOTICES.

(a). Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b). For the present, the parties designate the following as the representative places for giving of notice, to-wit:

(1). For the City:

Oel Wingo, PhD.
City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

(2). For the Contractor:

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

(c). Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The Contractor agrees not to claim any waiver by City of such notice requirements based upon City having actual knowledge, implied, verbal or constructive notice, lack of prejudice, or any other grounds as a substitute for the failure of the Contractor to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

SECTION 19: DESIGNATED REPRESENTATIVES.

(a). The City Manager, or his designated representative, represents the City in all matters pertaining to and arising from the work and the performance of this Agreement.

(b). The City Manager or his designated representative shall have the following responsibilities:

(1). Examination of all work and rendering, in writing, decisions indicating the City's approval or disapproval within a reasonable time so as not to materially delay the work of the Contractor;

(2). Transmission of instructions, receipt of information, and interpretation and definition of City's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;

(3). Giving prompt written notice to the Contractor whenever the City knows of a defect or change necessary in the project; and

(c). Until further written notice, the City's Designated Representative for this Agreement is:

City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32164
Telephone Number: (386) 986-3700

(d). Prior to start of any work under this Agreement, the Contractor shall submit to the City detailed resumes of key professional personnel that will be involved in performing services described in the work. The City hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key professional personnel in an active assignment, it shall submit the Qualifications of the new professional personnel to the City for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with City personnel.

(e). Until further written notice, the Contractor's Designated Representative for this Agreement is:

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

SECTION 20: WORK ORDERS.

(a). The provision of services to be performed under this Agreement may commence immediately upon the execution of this Agreement or a Work Order as directed and determined by the City. Services to be provided by the Contractor to the City shall be negotiated between the Contractor and the City. Each Work Order shall reference this agreement by title and date, include a detailed description of quantities, services, and a completion schedule, and will be provided on Contractor letterhead. Services described in said Work Order will commence upon the issuance of a City Notice-To-Proceed.

(b). If the services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The Contractor shall perform all services required by the Work Order but in no event shall the Contractor be paid more than the negotiated Fixed Fee amount stated therein.

(c). The Contractor and the City agree to make every effort to adhere to the schedule established for the various Work Orders described in the Work Order.

(d). If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, the Contractor shall perform all work required by the Work Order; but in no event shall the Contractor be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(e). For Work Orders issued on a "Fixed Fee Basis," the Contractor may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(f). For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the Contractor may invoice the amount due for actual work hours performed; but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(g). Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes. If the City determines that work is substantially complete and the amount retained, if any, is considered to be in excess, the City may, at its sole and absolute discretion, release the retainage or any portion thereof.

(h). For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the Contractor may invoice the amount due for services actually performed and completed. The City shall pay the Contractor one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

SECTION 21: CHANGE ORDERS.

(a). The City may revise the Description of Services set forth in any particular Work Order.

(b). Revisions to any Work Order shall be authorized in writing by the City as a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. The Change Orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. An Agreement between the parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the Contractor schedule.

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

SECTION 22: COMPENSATION.

(a). Compensation to the Contractor for the services performed on each Work Order shall be as set forth the Work Order/Change Order or as set forth in Exhibit C which enumerates hourly rates and other charges of the Contractor. The initial fee for the subject Project shall be as subsequently negotiated by the parties.

Attachment: Quentin L. Hampton & Associates - Engineering Services Contract (1077 : Extension of Contract RFQ-ENG-10-01)

(b). The City shall not pay for reimbursable items such as gas, tolls, mileage, meals, etc. and other items not directly attributable to items produced for each Work Order.

(c). Work performed by the Contractor without written approval by the City's Designated Representative shall not be compensated. Any work performed by the Contractor without approval by the City is performed at the Contractor's own election.

(d). In the event the City fails to provide compensation under the terms and conditions of this Agreement, the Contractor shall notify the City's Designated Representative in order that the City may take remedial action.

(e). Pricing has been calculated based on the current prices for the goods and/or services that are the subject of the RFQ. However, the market for the goods and/or services that pertain to this RFQ may be volatile on the basis of fuel costs and sudden and substantial price increases could occur. The CONTRACTOR agrees to use its best efforts to obtain the lowest possible prices from fuel suppliers, but should there be a substantial and prejudicial increase in fuel prices for fuel that is purchased after execution of this Agreement which fuel prices directly and materially relate to the pricing of the goods and/or services provided for in this Agreement, the CITY agrees, upon written request from the CONTRACTOR, to consider a reasonable adjustment to the prices set forth in this Agreement based upon the following index: Engineering News Record, Construction Cost Index, etc.. Any claim by the CONTRACTOR for a price increase, as provided above, shall state, with specificity, the increased cost, the product in question, and the source of supply, and shall be supported by invoices or bills of sale and such other information as may be required by the CITY. Only one (1) such request from the CONTRACTOR will be considered in each calendar year period. The decision of the CITY shall be final and non-appealable

SECTION 23: INVOICE PROCESS.

(a). Payments shall be made by the City to the Contractor when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The Contractor shall render to the City, at the close of each calendar month, an itemized invoice properly dated, describing all services rendered as Exhibit B, the Project Status Report Form, the cost of the services, the name and address of the Contractor, Work Order Number, Contract Number and all other information required by this Agreement.

(b). Invoices which are in an acceptable form to the City and without disputable items will be processed for payment within thirty days of receipt by the City.

(c). The Contractor will be notified of any disputable items contained in invoices submitted by the Contractor within fifteen days of receipt by the City with an explanation of the deficiencies.

(d). The City and the Contractor will make every effort to resolve all disputable items contained in the Contractor's invoices.

(e). Each invoice shall reference this Agreement, the appropriate Work Order and Change Order if applicable, the billing period, and include the Project Status Report for the period being billed. A Project Status Report form is attached as Exhibit B.

(f). The Florida Prompt Payment Act shall apply when applicable.

(g). Invoices are to be forwarded directly to:

Administrative Services Director
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

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SECTION 24: TERMINATION OF AGREEMENT.

(a). The City may terminate this Agreement or any Work Order for convenience at any time for one or more of the reasons as follows:

(1). If, in the City's opinion, adequate progress under a Work Order is not being made by the Contractor; or

(2). If, in the City's opinion, the quality of the services provided by the Contractor is/are not in conformance with commonly accepted professional standards, standards of the City, the requirements of Federal or State regulatory agencies, and the Contractor has not corrected such deficiencies in a timely manner as reasonably determined by the City; or

(3). The Contractor or any employee or agent of the Contractor is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the Contractor; or

(4). The Contractor becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

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

(b). In the event of any of the causes described in this Section, the City's Designated Representative may send a certified letter requesting that the Contractor show cause why the Agreement or any Work Order should not be terminated. If assurance satisfactory to the City of corrective measures to be made within a reasonable time is not given to the City within fourteen calendar days of the receipt of the letter, the City may consider the Contractor to be in default, and may immediately terminate this Agreement or any Work Order in progress under this Agreement.

(c). In the event that this Agreement or a Work Order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the Work Order shall be deemed terminated for convenience by the City and the City shall have the right to so terminate this Agreement without any recourse by the Contractor.

SECTION 25: TERMINATION BY CONTRACTOR FOR CAUSE.

(a). The Contractor may terminate this Agreement if:

(1). The City materially fails to meet its obligations and responsibilities as contained in Section 14; City Rights and Responsibilities; or

(2). The City fails to pay the Contractor in accordance with this Agreement.

(b). In the event of either of the causes described in Subsection (a), the Contractor shall send a certified letter requesting that the City show cause why the Agreement should not be terminated. If adequate assurances are not given to the Contractor within fourteen calendar days of the receipt of said show cause notice, the Contractor may consider the City to be in default, and may immediately terminate this Agreement.

SECTION 26: TERMINATION BY THE CITY WITHOUT CAUSE.

(a). Notwithstanding any other provision of this Agreement, the City shall have the right at any time to terminate this Agreement in its entirely without cause, or terminate any specific Work Order without cause, if such termination is deemed by the City to be in the public interest, provided that thirty calendar days prior written notice is given to the Contractor of the City's intent to terminate.

(b). In the event that this Agreement is terminated, the City shall identify any specific Work Order(s) being terminated and the specific Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.

(c). This Agreement will remain in full force and effect as to all authorized Work Order(s) that is/are to be continued to completion.

SECTION 27: PAYMENT IN THE EVENT OF TERMINATION.

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

SECTION 28: ACTION FOLLOWING TERMINATION.

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

SECTION 29: SUSPENSION.

(a). The performance or provision of the Contractor services under any Work Order under this Agreement may be suspended by the City at any time.

(b). In the event the City suspends the performance or provision of the Contractor's services hereunder, the City shall so notify the Contractor in writing. Such suspension becoming effective upon the date stated in the notice. The City shall pay to the Contractor within thirty days all compensation which has become due to and payable to the Contractor to the effective date of such suspension. The City shall thereafter have no further obligation for payment to the Contractor for the suspended provision of services unless and until the City's designated representative notifies the Contractor in writing that the provision of the services of the Contractor called for hereunder are to be resumed by the Contractor.

(c). Upon receipt of written notice from the City that the Contractor's provision of services hereunder are to be resumed, the Contractor shall continue to provide the services to the City.

SECTION 30: ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the City prior to filing suit or otherwise pursuing legal remedies.

(b) The Contractor agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the City in alternative dispute resolution procedures or which the Contractor had knowledge and failed to present during the City procedures.

(c). In the event that City procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 31: SEVERABILITY.

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

(b). All provisions of this Agreement shall be read and applied in Pari Materia with all other provisions hereof.

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(c). Violation of this Agreement by the Contractor is recognized by the parties to constitute irreparable harm to the City.

SECTION 32: CONTROLLING LAWS/VENUE / INTERPRETATION.

(a). This Agreement is to be governed by the laws of the State of Florida.

(b). Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Volusia County, Florida.

(c). This Agreement is the result of bona fide arms length negotiations between the City and the Contractor and all parties have contributed substantially and materially to the preparation of the Contract. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 33: INDEMNITY.

(a). The CONTRACTOR shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed by the CONTRACTOR in the performance of the contract.

(b). Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statures.

(c). In claims against any person or entity indemnified under this Section by an employee of the CONTRACTOR or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

(d). The execution of this Agreement by the CONTRACTOR shall obligate the CONTRACTOR to comply with the indemnification provision in this Agreement; however, the CONTRACTOR must also comply with the provisions of this Agreement relating to insurance coverage's.

SECTION 34: INSURANCE.

(a). The Contractor shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the City and with only such terms and conditions as may be acceptable to the City:

(1). Workers Compensation/Employer Liability: The Contractor shall provide Worker Compensation insurance for all employees engaged in the work under this Agreement in accordance with the laws of the State of Florida. Employers' Liability Insurance at limits not less than the following:

$500,000 Each Accident
$100,000 Disease Each Employee

(2). Comprehensive General Liability: The Contractor shall provide coverage for all operations including, but not limited to, contractual, independent Contractor, products and complete operations and personal injury with limits not less than the following:

$1,000,000 Bodily Injury & Property Damage - each occurrence
$1,000,000 Personal & Advertising Injury - each occurrence
$2,000,000 General Aggregate

(3). Comprehensive Business Automobile Liability: The Contractor shall provide complete coverage with a combined single limit of not less than $1,000,000 Bodily Injury and Property Damage in

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accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

(4). Professional Liability: The Contractor shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of $1,000,000 CSL or its equivalent, with a combined single limit of not less than $1,000,000, protecting the Contractor against claims of the City for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the Contractor.

(5) Other Required Insurance Coverage: Where unusual operations are necessary to complete the work, such as Longshoremen and Harbor Workers' Exposures, use of aircraft or watercraft, use of explosives, and any high risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the City which may, thereupon, required additional insurance coverage's.

(b). All insurance other than Workers Compensation and Professional Liability that must be maintained by the Contractor shall specifically include the City as an additional insured. All insurance minimum coverage's extend to any sub-Contractor, and the Contractor shall be responsible for all subcontractors.

(c). The Contractor shall provide Certificates of Insurance to the City evidencing that all such insurance is in effect prior to the issuance of the first Work Order under this Agreement. These Certificates of Insurance shall become part of this Agreement. Neither approval by the City nor failure to disapprove the insurance furnished by a Contractor shall relieve the Contractor of the Contractor's full responsibility for performance of any obligation including the Contractor's indemnification of the City under this Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, the Contractor shall, as soon as the Contractor has knowledge of any such circumstance, immediately notify the City and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the Contractor has replaced the unacceptable insurer with an insurer acceptable to the City, the Contractor shall be deemed to be in default of this Agreement.

(d). The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty days prior notice will be given to the City by submission of a new Certificate of Insurance.

(e). The Contractor shall provide Certificate of Insurance directly to the City's Designated Representative. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification required by this Agreement.

(f). Nothing in this Agreement or any action relating to this Agreement shall be construed as the City waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

(g). The City shall not be obligated or liable under the terms of this Agreement to any party other than the Contractor. There are no third party beneficiaries to this Agreement.

(h). The Contractor is an independent Contractor and not an agent, representative, or employee of the City. The City shall have no liability except as specifically provided in this Agreement.

(i). All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the City.

SECTION 35: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION

The Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during

Attachment: Quentin L. Hampton & Associates - Engineering Services Contract (1077 : Extension of Contract RFQ-ENG-10-01)

employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The Contractor, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued there under, and any and all requirements of Federal or State law related thereto.

SECTION 36: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS

(a). The Contractor shall maintain books, records, documents, time and costs accounts, and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b). The Contractor shall maintain and allow access to the records required under this Section for a minimum period of five years after the completion of the provision or performance services under this Agreement and date of final payment for said services, or date of termination of this Agreement.

(c). The City reserves the right to unilaterally terminate this Agreement if the Contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and other applicable law, and made or received by the Contractor in conjunction, in any way, with this Agreement.

(d). The City may perform, or cause to have performed, an audit of the records of the Contractor before or after final payment to support final payment under any Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the Contractor and the City subsequent to the close of the final fiscal period in which services are provided or performed. Total compensation to the Contractor may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the Contractor. Conduct of this audit shall not delay final payment as required by this Section.

(e). In addition to the above, if Federal, State, County, or other entity funds are used for any services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or the County of Volusia, or any representative, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(f). In the event of any audit or inspection conducted reveals any overpayment by the City under the terms of the Agreement, the Contractor shall refund such overpayment to the City within thirty days of notice by the City of the request for the refund.

(g). The Contractor agrees to fully comply with all State laws relating to public records.

(h). The Contractor agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

SECTION 37: COUNTERPARTS.

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

SECTION 38: SUBMITTALS.

The following are items the Contractor must submit to the City as stated in this Agreement:

1. Description of Services; Section 12.
2. Worker compensation insurance for all employees; Section 34, Paragraph (a) (1)
3. Certificates of Liability Insurance; Section 34, Paragraph (c)

Attachment: Quentin L. Hampton & Associates - Engineering Services Contract (1077 : Extension of Contract RFQ-ENG-10-01)

4. American with Disabilities Act; Section 17, Paragraph (f)
5. Business Tax Receipt (If applicable)

This Agreement describes each item listed above in detail. All provided to the City must be accurate and updated certifying the Contractor is proceeding correctly.

Attachment: Quentin L. Hampton & Associates - Engineering Services Contract (1077 : Extension of Contract RFQ-ENG-10-01)

SECTION 39: EXHIBITS.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the City through its City Commission taking action on the 27TH day of, APRIL, 2010, and the Contractor signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:

Authorized Corporate Officer

CONTRACTOR

By: _____
Authorized Corporate Officer

Date: 6/1/10

As approved by the City Commission of the City of Holly Hill at its meeting of April 27th, 2010.

ATTEST:

Joshua Fruecht, City Clerk

CITY OF HOLLY HILL

By: _____
Oel Wingo, PhD, City Manager

Date: 6/4/10

Attachment: Quentin L. Hampton & Associates - Engineering Services Contract (1077 : Extension of Contract RFQ-ENG-10-01)

EXHIBIT A
Description/Scope of Services

GENERAL SCOPE OF SERVICES

Services may be assigned but not limited to any of the following areas:

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

Attachment: Quentin L. Hampton & Associates - Engineering Services Contract (1077 : Extension of Contract RFQ-ENG-10-01)

CITY OF HOLLY HILL

Exhibit B

Certificate of Liability Insurance

Attachment: Quentin L. Hampton & Associates - Engineering Services Contract (1077 : Extension of Contract RFQ-ENG-10-01)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/14/2010

PRODUCER
ISU Suncoast Insurance Assoc
P.O. Box 22668
Tampa, FL 33622-2668
813 289-5200

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: XL Specialty Insurance Company	37885
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Quentin L. Hampton Associates, Inc.
PO Drawer 290247
4401 Eastport Pkwy
Port Orange, FL 32127-0247

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR / CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS / OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Professional Liability	DPR9685015	04/03/10	04/03/11	$1,000,000 per claim $2,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Professional Liability is claims made and reported.

CERTIFICATE HOLDER

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

CANCELLATION 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATIO DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Attachment: Quentin L. Hampton & Associates - Engineering Services Contract (1077 : Extension of Contract RFQ-ENG-10-01)

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 5/14/2010

PRODUCER (386)767-3161 FAX: (386)760-1770
Caton-Hosey Insurance
3731 Nova Rd.
Port Orange FL 32129

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Quentin L Hampton & Associates Inc
Po Box 290247
Port Orange FL 32129

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Casualty Co of	20427
INSURER B: The Continental Insurance	35289
INSURER C: Continental Casualty Ins Co	20443
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	1069074479	4/5/2010	4/5/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,00 $ 300,00 $ 10,00 $ 1,000,00 $ 2,000,00 $ 2,000,00
B		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	1069060324	4/5/2010	4/5/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,00 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C		EXCESS / UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000	2088857175	4/5/2010	4/5/2011	EACH OCCURRENCE AGGREGATE	$ 1,000,00 $ 1,000,00 $ $ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC169060341	4/5/2010	4/5/2011	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,00 $ 1,000,00 $ 1,000,00
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OF REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
John Hosey/MRS

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Exhibit C

WORK ORDER FORM

WORK ORDER-SERVICES#____

Encumbrance PO Number: _____

City of Holly Hill (Buyer)

Resolution #:_____

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

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

Mail Invoices in duplicate to:

City of Holly Hill

_____

_____

Holly Hill, Florida 321___

Total Cost: $_____

ATTACHMENTS TO THIS WORK ORDER:

( ) Description of Services

( ) Drawings/Plans/Specifications

( ) Special Conditions

( ) Rate Schedule

METHOD OF COMPENSATION:

( ) Fixed Fee Basis

( ) Not To Exceed

( ) Unit Price

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

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

(THIS SECTION TO BE COMPLETED BY THE CITY)

ATTEST:

_____

, Attesting Officer

Date:_____

WITNESSES:

_____

_____

Department Head approved RAP on _____.

Vendor

_____

Officer with Corporate Signatory Authority

CITY OF HOLLY HILL

_____

Authorized Signatory

Attachment: Quentin L. Hampton & Associates - Engineering Services Contract (1077 : Extension of Contract RFQ-ENG-10-01)

WORK ORDERS
TERMS AND CONDITIONS

- Execution of this Work Order (WO) by the City shall serve as authorization for the Vendor to provide for the stated services as set out in this WO. It is expressly understood by the Vendor that this WO, until executed by the City, does not authorize the Vendor to perform any services for the City.

- This WO shall take effect on the date of its execution by the City and expires upon final completion, inspection and payment unless terminated earlier in accordance with the termination provisions herein. The Vendor shall sign this WO first and the City second. This WO will be forwarded to the Vendor upon execution by the City.

- The Vendor shall provide services pursuant to this WO, its attachments, and the underlying Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety. In the event that the terms and conditions of this WO are inconsistent with the terms and conditions of an underlying contract which is implemented, in whole or part, by this WO; then the terms and conditions of the underlying contract shall apply.

- Compensation is based on the method indicated on the first page of this WO.

- Payments to the Vendor shall be made by the City in strict accordance with the payment terms and conditions listed below or in the underlying contract.

- By accepting this WO, the Vendor accepts all the terms and conditions included herein.

- The City reserves the right, without liability of any type, to cancel this WO as to any services not yet performed or tendered, and to purchase substitute services and to charge the Vendor for any loss incurred.

- The City may cancel this WO, any outstanding services hereunder, or reschedule in whole or in part, for cause or no cause, upon written notice to the Vendor sent at least fourteen (14) days prior to the completion date specified. The City may cancel this WO in whole or in part at any time for default by written notice to the Vendor.

- The City shall have no liability to the Vendor beyond payment of any balance owing for services completed hereunder and accepted by the City prior to the Vendor's receipt of the notice of termination.

- Prices stated on this WO are firm, all inclusive and consistent with applicable negotiations, bid(s) and/or quotations. The City is exempt from the Florida sales and use taxes and will furnish the Vendor with proof of tax exemption upon written request.

- The City reserves the right to conduct any inspection or investigation to verify compliance of the services with the requirements of this purchase and to reject any delivery not in compliance and, if the deficiency is not visible at the time of acceptance, to take and require appropriate corrective action.

- The Vendor agrees to comply with all Federal, State of Florida, Volusia County and City laws, ordinances, regulations, authority and codes and authority having jurisdiction over the purchase. This WO shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Volusia County, Florida.

- The Vendor agrees to indemnify, hold harmless and defend the City: (1) from any loss, expense, claim or damage arising from any claim or action based on any acts or omissions of the Vendor, its employees, servants, agents or subcontractors; (2) with respect to any and all claims, suits, actions, and proceedings of actual or alleged infringements of any letter, patent, register of industrial design, trademark or trade name, trade secret, copyright or other protected right in any country resulting from any sale, use or manufacture of any goods delivered hereunder. The City reserves its right to be represented in any such action by its own counsel. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Section 768.28, *Florida Statutes.*

- The Vendor shall not assign this WO, any rights under this WO or any monies due or to become due hereunder, nor delegate or subcontract any obligations or work hereunder without the prior written consent of the City.

- The Vendor shall perform the obligations of this WO as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

- The Vendor ensures that its personnel shall comply with reasonable conduct guidelines and City policies and procedures. A person or affiliate who has been placed on the convicted vendor list may not submit a bid or transact business with the City in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. In compliance with 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (INA)], the City will not intentionally make an award or upon discovery of a violation will unilaterally cancel this WO with any vendor who knowingly employs unauthorized alien workers.

- If this WO involves the Vendor's performance on the City's premises or at any place where the City conducts operations, the Vendor shall request information from the Purchasing Manager regarding insurance coverage requirements. Noncompliance with this item shall place the Vendor in default and subject to disbarment from the City's Vendor List.

- The failure of the City to enforce any provision of this WO, exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

Exhibit D
AMERICANS WITH DISABILITIES ACT
AFFIDAVIT

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

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

CONTRACTOR: _____

Signature: _____

Printed Name: BRAD BLAIS

Title: PRESIDENT

Date: 6/1/10

Affix Corporate Seal

STATE OF FLORIDA)
) ss
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this 1 day of June, 20 10, by BRAD T. BLAIS of _____ firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

Marcia L. Turner
Print Name MARCIA L. TURNER
Notary Public in and for the County
and State Aforementioned

My commission expires: _____

NOTARY PUBLIC-STATE OF FLORIDA
Marcia L. Turner
Commission #DD777641
Expires: MAY 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Attachment: Quentin L. Hampton & Associates - Engineering Services Contract (1077 : Extension of Contract RFQ-ENG-10-01)

Exhibit E
BUSINESS TAX RECEIPT

Attachment: Quentin L. Hampton & Associates - Engineering Services Contract (1077 : Extension of Contract RFQ-ENG-10-01)

THIS RECEIPT IS FURNISHED IN PURSUANCE OF COUNTY ORDINANCE 79-51

FLORIDA LAW REQUIRES TANGIBLE PERSONAL PROPERTY TAX RETURN PRIOR TO APRIL 1ST EACH YEAR.

STATE OF FLORIDA

VOLUSIA COUNTY BUSINESS TAX RECEIPT

NOTE: A PENALTY IS IMPOSED FOR FAILURE TO KEEP THIS RECEIPT EXHIBITED CONSPICUOUSLY AT YOUR ESTABLISHMENT OR PLACE OF BUSINESS.

LOCATION

ACCOUNT NUMBER
[illegible]

SECTION OF LAW

DUE SEPT. 1st.

This receipt represents a business tax only. It is not a competency card and is not meant to be a certification of the holders ability to perform the service in which he is licensed.

The individual or firm named below is hereby authorized to engage in the business, profession or occupation at address stated for period ending on the 30th day of September, [illegible]. The issuance of this business tax receipt does not constitute a permit to act in violation of any county codes, regulations, or ordinances.

TO:

[illegible]

STATE NUMBERS	COUNTY NUMBERS	AREA	CITY NUMBER
[illegible]	[illegible]	[illegible]	

Attachment: Quentin L. Hampton & Associates - Engineering Services Contract (1077 : Extension of Contract RFQ-ENG-10-01)

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Quentin L. Hampton Associates, Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
P.O. Drawer 29027

Requester's name and address (optional)
City of Holly Hill

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

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number
59 1221261

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Marcia K Thomas Date ▶ 5-27-10

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

- The U.S. owner of a disregarded entity and not the entity,

Attachment: Quentin L. Hampton & Associates - Engineering Services Contract (1077 : Extension of Contract RFQ-ENG-10-01)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **May 26, 2015**
FROM: **Jacki Maswary**
SUBJECT: **Sunrise Park South Access Channel and Boat Ramp Improvements Grant Applications and Administration for Construction**
NUMBER: **(ID # 1078)**
APPLICANT:
PLANNER:

DISCUSSION:

In an effort to continue to address needs and safety improvements in the City's parks, it was proposed that an Access Channel and Boat Ramp Improvement Project at Sunrise Park South be submitted to grant programs for funding. The project has been divided into two phases:

- Phase I - Design/Engineering, Permitting
- Phase II - Construction

Phase I has been submitted to the Florida Fish & Wildlife Commission (FFWC) and the Florida Inland Navigation District (FIND), and both agencies have awarded grants to complete the design, engineering and permitting. The next step is to move forward with the submission of grant application(s) for Phase II - Construction.

Planning Solutions Corp has submitted a proposal to submit the grant applications in the 2016 grant cycle for Phase II and to administer the grants if awarded. Planning Solutions Corp also prepared the grant applications that were submitted for Phase I.

The scope of services proposed includes:

1. Concept development and review with FIND Commissioner and FWC staff
2. Prepare and submit FIND and FWC Grant Applications for Construction
3. Respond to Request for Additional Information & Present Project to FIND Commission
4. Administer the Grants

The scope of services will be completed on a percentage fee basis of 5% of the actual grant amounts awarded. The grant application and administration fees will be included in the grant request, and are eligible expenses, provided they are completed by an independent contractor (not City Staff). If no grant award is obtained, no fee will be due Planning Solutions Corp. The estimated construction cost is $611,600.

FISCAL ANALYSIS:

The consultant fees will be budgeted during the Fiscal Year 2015-2016 budget process.

STAFF RECOMMENDATION:

Approve Resolution 2015-R-27; Approve the professional services task work order submitted by Planning Solutions Corp titled "Sunrise Park South - Access Channel and Boat Ramp Improvements Grant Applications & Administration for Construction" 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.

MOTION:

APPROVE RESOLUTION 2015-R-27, THE PROFESSIONAL SERVICES TASK WORK ORDER SUBMITTED BY PLANNING SOLUTIONS CORP TITLED "SUNRISE PARK SOUTH - ACCESS CHANNEL AND BOAT RAMP IMPROVEMENTS GRANT APPLICATIONS & ADMINISTRATION FOR CONSTRUCTION" AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

- Resolution 2015-R-27 - Sunrise Park South (PDF)

RESOLUTION 2015-R-27

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PROFESSIONAL SERVICES TASK WORK ORDER SUBMITTED BY PLANNING SOLUTIONS CORP TITLED "SUNRISE PARK SOUTH - ACCESS CHANNEL AND BOAT RAMP IMPROVEMENTS GRANT APPLICATIONS & ADMINISTRATION FOR CONSTRUCTION" AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill desires to pursue grant applications for improvements at Sunrise Park South; and

WHEREAS, Planning Solutions Corp has submitted a task order to provide professional planning services to submit grant applications and administration of grants received for construction.

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

SECTION 1. Does hereby approve the proposed task order submitted by Planning Solutions Corp.

SECTION 2. Does hereby authorize the City Manager to execute the proposed task order submitted by Planning Solutions Corp.

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 adoption by the City Commission.

APPROVED AND AUTHENTICATED this 26th day of May, 2015.

Attachment: Resolution 2015-R-27 - Sunrise Park South (1078 : Construction Grant Admin - Sunrise Park S)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: May 26, 2015
FROM: Joseph Forte
SUBJECT: An Ordinance Establishing the Ballot Questions for Changes to the City Charter as Recommended by the Charter Review Committee Changes
NUMBER: (ID # 1082)
APPLICANT:
PLANNER:

DISCUSSION:

The Charter review Committee made several recommendations to the City Commission at the May 12, 2015 City Commission meeting with regard to changes to the Charter. The City Commission directed the City Manager to bring back an Ordinance outlining the ballot questions which will go before the public at a referendum in November, 2015. The City Attorney has prepared the attached Ordinance for the City Commissioner's review and consideration.

FISCAL ANALYSIS:

Costs to hold an election will be added to the proposed FY 2015 - 2016 budget and are estimated to be $5,000.00.

STAFF RECOMMENDATION:

No recommendation is offered by staff.

COMMISSION GOAL:

N/A

MOTION:

As directed by the discussion of the City Commission; Approve first reading of Ordinance 2962.

- Ordinance 2962 - Charter Review Chantes - Ballot Summary (PDF)

ORDINANCE NO. 2962

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTED PURSUANT TO FLORIDA STATUTE SECTIONS 101.161 AND 166.031 SETTING FORTH PROPOSED AMENDMENTS TO THE CITY'S CHARTER TO BE SUBMITTED TO THE VOTERS OF THE CITY AT THE NEXT REGULARLY SCHEDULED ELECTION; PROVIDING FOR A BALLOT SUMMARY AND TITLE FOR EACH PROPOSED AMENDMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission created a Charter Review Commission to review the Charter and propose recommended changes to the City Charter

WHEREAS, the City Commission has reviewed the recommendation of the Charter Review Committee and the City Commission believes the recommendations of the Charter Review Commission should be submitted to the electors of the City of Holly Hill.

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

Section 1. The first proposed amendment to the City's Charter is the following:

BALLOT SUMMARY

The City Charter currently does not require a periodic Charter Review. Most city charters require charter review periodically. This proposed Charter Amendment would require a charter review at least every 10 years.

MANDATORY CHARTER REVIEW

Should the City Charter be amended to require a Charter review at least every 10 years?

_____ Yes. In favor of amending the Charter to require a Charter Review at least every 10 years.

_____ No. Against amending the Charter to require a Charter review at least every 10 years.

Attachment: Ordinance 2962 - Charter Review Chantes - Ballot Summary (1082 : Charter Changes)

Section 2. The second proposed amendment to the City Charter is the following:

BALLOT SUMMARY

The Charter contains a Civil Service Act, which includes certain employment protections for City employees. However the vast majority of employees are protected by union contracts and do not seek Civil Service protection. Certain employment benefits are not available to City employees because Civil Service exists in the City, even if not utilized. The City has extensive employment policies, and when combined with Union contracts, City employees have significant employment protection.

ELIMINATION OF CIVIL SERVICE ACT

Should the City Charter be amended to eliminate the Civil Service Act?

_____ Yes. In favor of amending the Charter to eliminate the Civil Service Act.

_____ No. Against amending the Charter to eliminate the Civil Service Act thereby retaining the Civil Service Act.

Section 3. The third proposed amendment to the City Charter is the following:

BALLOT SUMMARY

Typically, a city manager serves at the pleasure of the governing body and the terms and conditions of the employment relationship are outlined in an employment contract, which would include termination provisions. The City's Charter contains a process for termination of the City Manager which is time consuming and costly for the City and is not consistent with industry standards and is often in conflict with employment contracts.

ELIMINATING CHARTER PROCEDURE FOR TERMINATING CITY MANAGER

Should the City Charter be amended to eliminate the City Manager termination procedure and instead provide an employment contract outlining the terms and conditions of employment?

_____ Yes. In favor of eliminating the procedure for terminating the City Manager and requiring an employment agreement for the City Manager.

_____ No. Against eliminating the procedure for eliminating the procedure for terminating City Manager and against requiring an employment agreement for the City Manager.

Attachment: Ordinance 2962 - Charter Review Chantes - Ballot Summary (1082 : Charter Changes)

Section 4. The fourth proposed amendment to the City Charter is the following:

BALLOT SUMMARY

The Charter limits each commissioner and the Mayor to two year terms and limits the Mayor to two consecutive terms or 4 consecutive years. The Charter also does not require any proof of residency for candidates to run for elected office. This proposed change would require evidence of residency as part of the qualifying process and provide for 4 year staggered terms for all city commissioners with no term limit on the office of Mayor**.**

REQUIRE PROOF OF RESIDENCY AND 4 YEAR STAGGERED TERMS WITH NO TERM LIMIT

Should the City Charter be amended to require proof of residency as part of the qualifying process and 4 year staggered terms with no term limits on the Mayor?

_____ Yes. In favor of requiring proof of residency as part of the qualifying process and 4 year staggered terms with no term limit on the Mayor.

_____ No. Against the amendment to the City Charter thereby not requiring proof of residency as part of the qualifying process and limiting the Mayor to only 4 consecutive terms and having all elected officials elected at the same time.

Section 5. The fifth proposed amendment to the City Charter is the following:

BALLOT SUMMARY

The Charter contains old procedures for conducting an election which are no longer used as the State Election Code has superseded these provisions. The City follows the State Election Code. The proposed Charter amendment would eliminate the Charter provisions that have been superseded by State law and are no longer followed.

Should the City Charter be amended to eliminate the election procedures that have been superseded by the State Election Code?

_____ Yes. In favor of amending the Charter to eliminate the election procedures that have been superseded by the State Election Code.

_____ No. Against amending the City Charter thereby keeping Charter.

Section 6. Amendments shall become effective upon voter approval and shall

Attachment: Ordinance 2962 - Charter Review Chantes - Ballot Summary (1082 : Charter Changes)

be incorporated into the Charter as required by law.

Section 7. 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 8. That all ordinances made in conflict with this Ordinance are hereby repealed.

Section 9. That this Ordinance shall become effective immediately upon its adoption.

Section 10. That this Ordinance shall be posted at City Hall as required by law.

The within and foregoing Ordinance was introduced and read on first reading before the City Commission of the City of Holly Hill, Florida, at its regular meeting held in Commission Chambers at City Hall on the 26th day of May, 2015.

Attachment: Ordinance 2962 - Charter Review Chantes - Ballot Summary (1082 : Charter Changes)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **May 26, 2015**
FROM: **Jacki Maswary**
SUBJECT: **Professional Engineering Services for Overhead to Underground Utility Conversion Project**
NUMBER: **(ID # 1076)**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill has taken steps to move forward with the conversion of overhead utilities to underground utilities in an effort to strengthen the infrastructure and enhance the overall appearance of the Community Redevelopment Area. On January 27, 2015, the project scope was reviewed and revised by the Commission to designate the project area as US 1 (Ridgewood Avenue) from Mason Avenue to LPGA Boulevard. The project is planned to be completed in the following phases:

Phase 1	SECONDARIES conduits from Mason Ave. through 5th Street - (Complete)
Phase 2	SECONDARIES conduits from 5th St. through LPGA Blvd.
Phase 3	PRIMARIES from Mason Ave. through LPGA Blvd.
Phase 4	Oversight of transfer of FP&L from Overhead to Underground
Phase 5	Oversight of conversion of AT&T from Overhead to Underground
Phase 6	Oversight of conversion of Bright House Cable from Overhead to Underground
Phase 7	Oversight of the removal of wooden power poles and installation of new light poles & fixtures.

Quentin L. Hampton Associates, Inc., has submitted a proposed task order to serve as the City's Project Engineer. This proposal includes the design, permitting, utility coordination, bidding assistance, construction contract administration, and construction inspection for various aspects of the project as described below. The engineering work authorizations are to be split into the following phases:

- Design of entire project, and bidding of the SECONDARIES conversion.
- Construction Engineering and Inspection of SECONDARIES conversion.
- Bidding and Construction Engineering and Inspection of PRIMARIES conversion to include oversight of transfer of all utilities from Overhead to Underground and installation of new light poles and fixtures.

The fee for the proposed task order is $138,655.

FISCAL ANALYSIS:

Funding for this project will be from the $5,000,000 bond authorized through the City Commission and Community Redevelopment Agency by Resolutions 2013-R-27 and 2013-R-28.

STAFF RECOMMENDATION:

Approve Resolution 2015-R-25; Approve the proposed task order submitted by Quentin L. Hampton Associates, Inc. titled "City of Holly Hill US1 Utility Undergrounding" and authorize the City Manager to execute the same.

COMMISSION GOAL:

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 #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.

MOTION:

APPROVE RESOLUTION 2015-R-25, THE PROPOSED TASK ORDER SUBMITTED BY QUENTIN L. HAMPTON ASSOCIATES, INC., TITLED "CITY OF HOLLY HILL US1 UTILITY UNDERGROUNDING" AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

- QLH Underground Utility Proposed Task Work Order (PDF)

BRAD T. BLAIS, P.E.
DAVID A. KING, P.E.
ANDREW M. GIANNINI, P.E.
KEVIN A. LEE, P.E.

Quentin L. Hampton Associates, Inc.
Consulting Engineers
P.O. DRAWER 290247
PORT ORANGE, FLORIDA 32129-0247

TELEPHONE: (386) 761-6810
FAX: (386) 761-3977
EMAIL: qlha@qlha.com

May 18, 2015
(Revised)

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

CITY OF HOLLY HILL
US1 UTILITY UNDERGROUNDING
PROPOSED TASK ORDER

Dear Walt,

Enclosed, please find our revised proposed task order for this project. The task order has been prepared based on the City's desire to pursue the overhead to underground utility conversion along US1/Ridgewood Avenue from Mason Avenue to LPGA Boulevard. This scope of work includes building upon the previous work effort on this project which was previously pursued as two separate phases. The scope of work includes design and permitting services along with bidding and construction phase services. In fact due to the previous work effort, the majority of the scope of work pertains to the bidding and construction phases.

We appreciate the City of Holly Hill for considering our firm for this project and we look forward to working with you and other City personnel in making this a successful project that exceeds the City's goals. Our past undergrounding experience on projects such as US1 in the City of South Daytona and downtown for the City of Flagler Beach provides us the knowledge and ability to assist the City in such. Please contact our office if you have any questions.

Sincerely,
QUENTIN L. HAMPTON ASSOCIATES, INC.

David A. King, P.E.
Vice-President

DAK:bf/el

U.S. 1/ RIDGEWOOD AVENUE UTILITY UNDERGROUNDING
CITY OF HOLLY HILL
TASK ORDER
(Revised)

1. GENERAL

1.1. This Task Order is in conformance with the Agreement for Engineering Services ("Agreement") between the City of Holly Hill ("City") and Quentin L. Hampton Associates, Inc ("QLH").

2. BACKGROUND

2.1. Power poles with overhead utility lines are currently utilized along Ridgewood Avenue (Hereinafter US-1) in the City of Holly Hill. The City plans to replace the overhead aerial lines with an underground distribution and delivery system. The utilities to be moved include electrical distribution lines (Hereinafter PRIMARIES) from Florida Power and Light, and communication lines from AT&T, Bright House, and others. In addition, the service connections from the poles to the customers lines (Hereinafter SECONDARIES) are also installed as aerial lines from the poles to the buildings. The first phase of this work, installation of the conduits for the SECONDARIES conduits from Mason Avenue through 5th Street has already been completed. The remaining project work includes the SECONDARIES conduits from 5th Street through LPGA Boulevard, PRIMARIES from Mason Avenue through LPGA Boulevard, and all communications lines. Finally, new street lights will be installed along US-1 from Mason Avenue to LPGA Boulevard.

The project is planned to be constructed in the following phases:

Phase 1	SECONDARIES conduits from Mason Ave. through 5th Street – (Complete)
Phase 2	SECONDARIES conduits from 5th St. through LPGA Blvd.
Phase 3	PRIMARIES from Mason Ave. through LPGA Blvd.
Phase 4	Oversight of transfer of FP&L from Overhead to Underground
Phase 5	Oversight of conversion of AT&T from Overhead to Underground
Phase 6	Oversight of conversion of Bright House Cable from Overhead to Underground
Phase 7	Oversight of the removal of wooden power poles and installation of new light poles and fixtures.

2.2. The City intends to pursue a Design-Bid-Build contract and a Construction Engineering and Inspection (CEI) contract for this construction.

2.3. The City of Holly Hill requests QLH to provide the professional services to perform the project described below. The scope to include the design, permitting, utility coordination, bidding assistance, construction contract administration, and construction inspection for various aspects of the project as described below.

The engineering work authorizations are to be split into the following phases:

Attachment: QLH Underground Utility Proposed Task Work Order (1076 : Professional Engineering Services for OH to UG Project)

- Design of entire project, and bidding of the SECONDARIES conversion.
- Construction Engineering and Inspection of SECONDARIES conversion.
- Bidding and Construction Engineering and Inspection of PRIMARIES conversion to include oversight of transfer of all utilities from Overhead to Underground and installation of new light poles and fixtures.

3. SCOPE OF WORK/SUB-TASKS

3.1. Basis of Design and Project Limits

3.1.1. The basis of design will include the following:

3.1.1.1. Undergrounding of all overhead utilities along frontage of U.S. 1.
3.1.1.2. Utilities include electric (FPL), telephone (AT&T), cable (BHN), communications (Level 3, Sunesys and Volusia County Traffic and others).
3.1.1.3. Addition of underground conduit for City Information Technology fiber optic.
3.1.1.4. Utilization of FPL standard streetlights meeting FDOT street lighting requirements.
3.1.1.5. Construction to be completed via two separate contracts, service conversions, followed by primary conduits.
3.1.1.6. Utility companies will provide design of their facilities.
3.1.1.7. BHN construction to be completed independently by BHN.

3.1.2. The project limits will be U.S. 1 from Mason/City Limits to LPGA/11th or just north of LPGA/11th to reach utility end nodes.

3.2. Design Survey and Subsurface Utility Engineering (SUE)

3.2.1. QLH will utilize the previously prepared survey products from previous U.S.1 projects including:

3.2.1.1. Phase 1 and Phase 2 Undergrounding Projects
3.2.1.2. FDOT Resurfacing Project
3.2.1.3. Water Main and Median Landscaping Projects

3.2.2. The City will contract with Myers Land Surveying or other selected surveying subconsultant for any required supplemental survey needs. No allowance for such has been included in this task order.
3.2.3. QLH will also perform a limited amount of Level 'B' and 'C' SUE effort to identify existing utilities witnessed in the field or represented on the surveys.

3.3. Data Collection

3.3.1. QLH will verify the previously collected catalog of existing electrical services to existing properties along U.S. 1 including:

Attachment: QLH Underground Utility Proposed Task Work Order (1076 : Professional Engineering Services for OH to UG Project)

3.3.1.1. Electrical service size, type, meter number and configuration.
3.3.1.2. Existence of telephone, cable and/or communication service.
3.3.1.3. Photographs of service location.

3.4. Design

3.4.1. Preliminary Engineering and Analysis

3.4.1.1. QLH will maintain the previously prepared concept plan for the overall project area that will include:

3.4.1.1.1. Project limits
3.4.1.1.2. Easements, proposed and granted, including ORB reference information for recorded easements
3.4.1.1.3. Status of design by utility company
3.4.1.1.4. Other pertinent information

3.4.2. SECONDARIES Conversion Design (5th Street to LPGA Blvd)

3.4.2.1. QLH will prepare/compile the following construction drawings:

3.4.2.1.1. Cover Sheet
3.4.2.1.2. General Sheets
3.4.2.1.3. Plan Sheets
3.4.2.1.4. Restoration Details
3.4.2.1.5. MOT Plan
3.4.2.1.6. MOT Details
3.4.2.1.7. Previously Prepared Electrical Service Catalog Information
3.4.2.1.8. FPL Design by FPL
3.4.2.1.9. FPL Details and Standards
3.4.2.1.10. AT&T Design by AT&T
3.4.2.1.11. AT&T Details and Standards
3.4.2.1.12. Communication Designs by Utility Companies
3.4.2.1.13. Communication Details and Standards

3.4.2.2. QLH will prepare the following construction specifications:

3.4.2.2.1. Division 01 Contract Documents (per City standards)
3.4.2.2.2. Division 01 General Requirements
3.4.2.2.3. Division 03 Concrete
3.4.2.2.4. Division 26 Electrical
3.4.2.2.5. Division 32 Exterior Improvements (including paving)
3.4.2.2.6. Division 33 Utilities

3.4.2.3. QLH will prepare a Construction Cost Estimate

Attachment: QLH Underground Utility Proposed Task Work Order (1076 : Professional Engineering Services for OH to UG Project)

3.4.2.4. QLH will submit such in electronic and hard copy format to the City and utility companies for review.

3.4.2.5. QLH will meet with City staff to discuss City comments on the design submittal.

3.4.2.6. Submittals will be made at the 60%, 90% and final design stages.

3.4.3. PRIMARIES Conduit and Streetlight Design (Mason Ave. to LPGA Blvd.)

3.4.3.1. QLH will prepare/compile the following construction drawings:

3.4.3.1.1. Cover Sheet
3.4.3.1.2. General Sheets
3.4.3.1.3. Conduit Plan Sheets, including City IT conduit
3.4.3.1.4. Streetlight Plan Sheets, including photometrics
3.4.3.1.5. Conduit Details
3.4.3.1.6. Restoration Details
3.4.3.1.7. MOT Plan
3.4.3.1.8. MOT Details
3.4.3.1.9. FPL Design by FPL
3.4.3.1.10. FPL Details and Standards
3.4.3.1.11. AT&T Design by AT&T
3.4.3.1.12. AT&T Details and Standards
3.4.3.1.13. Communication Designs by Utility Companies
3.4.3.1.14. Communication Details and Standards

3.4.3.2. QLH will prepare the following construction specifications:

3.4.3.2.1. Division 01 Contract Documents (per City standards)
3.4.3.2.2. Division 01 General Requirements
3.4.3.2.3. Division 03 Concrete
3.4.3.2.4. Division 26 Electrical
3.4.3.2.5. Division 32 Exterior Improvements (including paving)
3.4.3.2.6. Division 33 Utilities

3.4.3.3. QLH will prepare a Construction Cost Estimate

3.4.3.4. QLH will submit such in electronic and hard copy format to the City and utility companies for review.

3.4.3.5. QLH will meet with City staff to discuss City comments on the design submittal.

3.4.3.6. Submittals will be made at the 60%, 90% and final design stages.

3.5. Permitting

3.5.1. FDOT

Attachment: QLH Underground Utility Proposed Task Work Order (1076 : Professional Engineering Services for OH to UG Project)

3.5.1.1. QLH will prepare and submit a FDOT utility permit application for the service conversion work.

3.5.1.2. QLH will prepare and submit a FDOT utility permit application for the primary conduit work.

3.5.1.3. QLH will prepare and submit a FDOT utility or special purpose permit application for the streetlights.

3.5.1.4. QLH will respond to all reasonable Requests for Additional Information (RAIs).

3.5.2. City Building/Electrical

3.5.2.1. Per the approach used in for the Phase 1 Secondaries, the contractor will be responsible for preparing electrical service riser diagrams to the City Building Official for review and approval via permit applications for each service/property.

3.5.3. Environmental Resource Permit

3.5.3.1. QLH will prepare and submit a joint ERP permit to SJRWMD/FDEP/ACOE for crossing(s) of the LPGA Canal.

3.5.3.2. QLH will respond to all reasonable Requests for Additional Information (RAIs).

3.5.3.3. City is responsible for ERP application fee.

3.6. Design Coordination

3.6.1. Meeting Attendance

3.6.1.1. QLH will attend up to ten (10) meetings with City staff and utility company staff.

3.6.1.2. QLH will attend up to three (3) formal public meetings (City Commission, CRA, community meetings).

3.6.1.3. QLH can attend additional meetings as necessary. Additional compensation may be requested.

3.7. Bidding Assistance (Two separate bidding efforts; Secondaries; Primaries and Streetlights)

3.7.1 QLH shall assist the CITY in the public bidding of the project by completing the following work items:

3.7.1.1. Preparation of bidding documents per CITY standards.

3.7.1.2. Provide electronic documents for City use in distribution of documents to contractors/bidders via Demandstar or other means.

Attachment: QLH Underground Utility Proposed Task Work Order (1076 : Professional Engineering Services for OH to UG Project)

3.7.1.3. Preparation of any addenda.
3.7.1.4. Addressing of potential bidder questions.
3.7.1.5. Attend pre-bid meeting and bid opening.
3.7.1.6. Review received bids.
3.7.1.7. Prepare certified bid tabulation.
3.7.1.8. Prepare bid award recommendation letter.

3.8. Construction Contract Administration (Two separate construction contracts; Secondaries; Primaries and Streetlights)

3.8.1 QLH will provide the following services during the construction phase:

3.8.1.1. Coordinate execution of contracts.
3.8.1.2. Schedule and preside over preconstruction conference.
3.8.1.3. Issue Notice to Proceed to Contractor.
3.8.1.4. Review shop drawings/material submittals.
3.8.1.5. Address Contractor/CITY questions and RFIs within three (3) working days.
3.8.1.6. Twice per month site visits and progress meetings, including invites, agendas and minutes.
3.8.1.7. Review of monthly Contractor pay requests, including schedules, per Florida Prompt Payment Act.
3.8.1.8. Review of Contractor as-built drawings.
3.8.1.9. Review and recommendation of change orders.
3.8.1.10. Prepare final record drawings, utilizing Contractor as-builts and inspector sketches, etc.
3.8.1.11. Determine substantial completion.
3.8.1.12. Provide final inspection.
3.8.1.13. Recommend final payment.
3.8.1.14. Coordinate execution of final paperwork.
3.8.1.15. Provide Certificate of Completion to permitting agencies.

3.9. Resident Project Representative (Two separate construction contracts; Secondaries; Primaries and Streetlights)

3.9.1 QLH will provide a qualified part-time inspector to provide the following services during the construction phase:

3.9.1.1. Attend pre-construction conference.
3.9.1.2. Assist Engineer with shop drawing review.
3.9.1.3. Observe contractor's construction activities.
3.9.1.4. Document construction activity via daily report/logs.
3.9.1.5. Review contractor's monthly pay requests/quantities.
3.9.1.6. Prepare as-built sketches.
3.9.1.7. Review contractor's as-built surveys.
3.9.1.8. Review contractor's locating efforts of existing utilities.
3.9.1.9. Coordinate responses to contractor's Requests for Information (RFIs).
3.9.1.10. Coordinate Engineer's field directives.
3.9.1.11. Coordinate material and field tests.

3.10 Exclusions

Attachment: QLH Underground Utility Proposed Task Work Order (1076 : Professional Engineering Services for OH to UG Project)

3.10.1. City shall provide all easement acquisition and related services.
3.10.2. All other work not described above is hereby excluded.

4. COMPENSATION

4.1 QLH proposes to complete the above stated work for a Not-To-Exceed fee of one hundred thirty-eight thousand six hundred fifty-five and 00/100 dollars ($138,655) based on the following sub-task lump sum schedule:

4.1.1. Design Survey and SUE: $1,900
4.1.2. Data Collection: $1,105
4.1.3. Preliminary Engineering: $1,140
4.1.4. Secondaries Conversion Design: $14,675
4.1.5. Primaries Conduit and Streetlight Design: $21,525
4.1.6. Permitting: $7,200
4.1.7. Design Coordination: $6,110
4.1.8. Bidding Assistance: $7,290
4.1.9. Construction Contract Administration: $32,860
4.1.10. Resident Project Representative: $44,850

4.2. These fees are based on the attached estimated man hour schedule.

4.3. The sub-task lump sums include various allowances as shown in the attached schedule. Fees will be adjusted accordingly due to actual costs of the allowance items.

4.4. All sub-task fees to be billed on a lump sum basis, except Resident Project Representative during construction which will be billed on an hourly basis for actual hours expended.

4.5. The above fees are based on payment by City check. Convenience fee of 2% will be charged for E-Pay or credit card payments. The hourly rates listed in the attached man hour schedule reflect discounted rates based on payment by check.

5. SCHEDULE

5.1. QLH will strive to complete the above stated work to allow for advertisement for the bidding of at least the project SECONDARIES construction in October 2015.

5.2. City review, FDOT review and public input/coordination are necessary and may affect the progress of work activity.

Attachment: QLH Underground Utility Proposed Task Work Order (1076 : Professional Engineering Services for OH to UG Project)

Quentin L. Hampton Associates, Inc.	City of Holly Hill, Florida
_____	_____
David A. King, P.E. Vice President	Joseph A. Forte City Manager
5/18/15 Date	_____ Date

Attachment: QLH Underground Utility Proposed Task Work Order (1076 : Professional Engineering Services for OH to UG Project)

CITY OF HOLLY HILL
U.S. 1/RIDGEWOOD AVENUE UNDERGROUNDING
QLH ESTIMATED MANHOUR SCHEDULE

Task Order Reference	Description	Project Manager/ Principal (hours)	Professional Engineers (hours)	CADD Technicians (hours)	Production/ QC Manager (hours)	Clerical Support (hours)	Resident Project Representative	Subconsultant /Allowance Items	Total Task ($)
	Hourly Rate	$175.00	$140.00	$70.00	$75.00	$50.00	$57.50	See Below	See Below
3.2	**Design Survey and Subsurface Utility Engineering (SUE)**								
3.2.1	Utilize prepared survey products from previous US1 projects	1	2	8	1	0	0	$ -	$ 1,090.00
3.2.2	Survey (Myers Land Surveying) by City	0	0	0	0	0	0	$ -	$ -
3.2.3	Limited Level B and C SUE	1	2	4	1	0	0	$ -	$ 810.00
	Subtotals	2	4	12	2	0	0	$ -	**$ 1,900.00**
3.3	**Data Collection**								
3.3.1	Verify previously collected data on all existing electrical services	1	1	4	0	1	8	$ -	$ 1,105.00
	Subtotals	1	1	4	0	1	8	$ -	**$ 1,105.00**
3.4.1	**Preliminary Engineering and Analysis**								
3.4.1.1	Maintain previously prepared concept plan for project	1	1	10	1	1	0	$ -	$ 1,140.00
	Subtotals	1	1	10	1	1	0	$ -	**$ 1,140.00**
3.4.2	**SECONDARIES Conversion Design (5th to LPGA)**								
3.4.2.1	Prepare Construction Drawings	3	10	80	12	0	0	$ -	$ 8,425.00
3.4.2.2	Prepare Construction Specifications	2	8	0	0	16	0	$ -	$ 2,270.00
3.4.2.3	Prepare Construction Cost Estimate	1	4	0	0	4	0	$ -	$ 935.00
3.4.2.4	Submit Electronic and Hard Copy to City/Utility Companies	1	1	1	0	1	0	$ 200.00	$ 635.00
3.4.2.6	Submittals at 60%, 90% and final design	3	6	6	3	2	0	$ 300.00	$ 2,710.00
	Subtotals	10	29	87	15	23	0	$ 500.00	**$ 14,675.00**
3.4.3	**PRIMARIES Conduit & Streetlight Design (Mason to LPGA)**								
3.4.3.1	Prepare Construction Drawings	4	16	120	20	0	0	$ 2,000.00	$ 14,840.00
3.4.3.2	Prepare Construction Specifications	2	8	0	0	16	0	$ -	$ 2,270.00
3.4.3.3	Prepare Construction Cost Estimate	1	4	0	0	4	0	$ -	$ 935.00
3.4.3.4	Submit Electronic and Hard Copy to City/Utility Companies	2	2	2	0	2	0	$ 200.00	$ 1,070.00
3.4.3.6	Submittals at 60%, 90% and final design	3	6	6	3	2	0	$ 300.00	$ 2,410.00
	Subtotals	12	36	128	23	24	0	$ 2,500.00	**$ 21,525.00**
3.5.1	**FDOT Permitting**								
3.5.1.1	Prepare/Submit Utility Permit Application for Service Conversion	1	2	2	2	1	0	$ -	$ 795.00
3.5.1.2	Prepare/Submit Utility Permit Application for Primary Conduit Work	1	2	2	4	1	0	$ -	$ 945.00
3.5.1.3	Prepare/Submit Utility or Special Purpose Permit Application	1	2	2	4	1	0	$ 500.00	$ 1,445.00
3.5.1.4	Respond to all RAIs	3	6	6	0	3	0	$ 200.00	$ 2,135.00
	Subtotals	6	12	12	10	6	0	$ 700.00	**$ 5,320.00**
3.5.2	**City Building/Electrical**								
3.5.2.1	By contractor; no QLH effort required.	0	0	0	0	0	0	$ -	$ -
	Subtotals	0	0	0	0	0	0	$ -	**$ -**
3.5.3	**Environmental Resource Permit**								
3.5.3.1	Prepare and submit a joint ERP permit to SJRWMD/FDEP/ACOE	1	2	4	4	1	0	$ -	$ 1,085.00
3.5.3.2	Respond to all reasonable Requests for Additional Information (RAIs)	1	2	2	2	1	0	$ -	$ 795.00
	Subtotals	2	4	6	6	2	0	$ -	**$ 1,880.00**
3.6	**Design Coordination**								
3.6.1.1	Attend up to 10 meetings with City/CRA staff & Utility Co. staff	0	30	0	0	10	0	$ -	$ 4,700.00
3.6.1.2	Attend up to three (3) formal Public Meetings	0	9	0	0	3	0	$ -	$ 1,410.00
	Subtotals	0	39	0	0	13	0	$ -	**$ 6,110.00**

Attachment: QLH Underground Utility Proposed Task Work Order (1076 : Professional Engineering Services for OH to UG Project)

CITY OF HOLLY HILL
U.S. 1/RIDGEWOOD AVENUE UNDERGROUNDING
QLH ESTIMATED MANHOUR SCHEDULE

Task Order Reference	Description	Project Manager/ Principal (hours)	Professional Engineers (hours)	CADD Technicians (hours)	Production/ QC Manager (hours)	Clerical Support (hours)	Resident Project Representative	Subconsultant /Allowance Items	Total Task ($)
3.7	**Bidding Assistance**								
3.7.1.1	Prepare bidding documents per City standards	2	4	0	0	20	0	$ -	$ 1,910.00
3.7.1.2	Provide electronic documents for City distribution	1	1	4	0	4	0	$ -	$ 795.00
3.7.1.3	Prepare any addenda	2	2	4	0	4	0	$ -	$ 1,110.00
3.7.1.4	Address potential bidder questions	3	6	0	0	6	0	$ -	$ 1,665.00
3.7.1.5	Attend pre-bid meeting and bid opening	2	0	0	0	0	0	$ -	$ 350.00
3.7.1.6	Review received bids	2	4	0	0	2	0	$ -	$ 1,010.00
3.7.1.7	Prepare certified bid tabulation	1	0	0	0	1	0	$ -	$ 225.00
3.7.1.8	Prepare bid award recommendation letter	1	0	0	0	1	0	$ -	$ 225.00
	Subtotals	14	17	8	0	38	0	$ -	**$ 7,290.00**
3.8	**Construction Contract Administration**								
3.8.1.1	Coordinate execution of contracts	2	0	0	0	4	0	$ -	$ 550.00
3.8.1.2	Schedule and preside over preconstruction conference	6	0	0	0	2	0	$ -	$ 1,150.00
3.8.1.3	Issue Notice to Proceed to Contractor	1	0	0	0	2	0	$ -	$ 275.00
3.8.1.4	Review shop drawings/material submittals	4	20	0	0	16	0	$ -	$ 4,300.00
3.8.1.5	Address Contractor/CITY questions & RFI's within 3 working days	0	40	0	0	16	0	$ -	$ 6,400.00
3.8.1.6	Twice per month site visits and progress meetings, including invites, agendas and minutes	48	0	0	0	24	0	$ -	$ 9,600.00
3.8.1.7	Review of monthly Contractor pay requests, including schedules, per Florida Prompt Payment Act	12	0	0	0	12	0	$ -	$ 2,700.00
3.8.1.8	Review of Contractor as-built drawings	2	4	0	0	1	0	$ -	$ 960.00
3.8.1.9	Review and recommendation of change orders	4	0	0	0	2	0	$ -	$ 800.00
3.8.1.10	Prepare final record drawing utilizing Contractor as-builts, etc.	2	4	40	0	1	0	$ -	$ 3,760.00
3.8.1.11	Determine substantial completion	1	0	0	0	1	0	$ -	$ 225.00
3.8.1.12	Provide final inspection	2	0	0	0	1	0	$ -	$ 400.00
3.8.1.13	Recommend final payment	1	0	0	0	1	0	$ -	$ 225.00
3.8.1.14	Coordinate execution of final paperwork	2	4	0	0	2	0	$ -	$ 1,010.00
3.8.1.15	Provide Certificate of Completion to permitting agencies	1	2	0	0	1	0	$ -	$ 505.00
	Subtotals	88	74	40	0	86	0	$ -	**$ 32,860.00**
3.9	Resident Project Representative	0	0	0	0	0	780	$ -	$ 44,850.00
	Subtotals	0	0	0	0	0	780	$ -	**$ 44,850.00**
	TOTAL ALL TASKS	136	217	307	57	194	788	$ 3,700.00	**$ 138,655.00**

Subconsultant/Allowance Breakdown:

Description	Amount
Electrical Engineering Subconsultant (TBD)	$ 2,700.00
Printing/Reproduction	$ 1,000.00
Total	$ 3,700.00

Notes:
1. Bidding and construction phase services based on two construction contracts totalling nine (9) months of construction with estimated three (3) months of concurrent construction.
2. Resident project representative hours based on nine (9) months of construction at average of 4 hours per day. Additional hours may be necessary based on contractors' efforts and City's desired coverage.

Attachment: QLH Underground Utility Proposed Task Work Order (1076 : Professional Engineering Services for OH to UG Project)