CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● JULY 25, 2023

City Commission Chamber	Regular City Commission Meeting	6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

HOLLY HILL
FLORIDA

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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 2 - Commissioner
Penny Currie

District 3 - Commissioner
John C. Danio

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

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

2. BUDGET AGENDA ITEM - PUBLIC HEARING

1. Resolution –2023-R-32 A Resolution of the City of Holly Hill, Florida, Adopting a Maximum Proposed Millage Rate for the Fiscal Year Beginning October 1, 2023; Providing for a Public Hearing on Millage Rate; Providing for Conflicting Resolutions; and Providing an Effective Date.

   (Requested by Michele Moore, Finance)

3. PUBLIC COMMENTS

4. APPROVAL OF MINUTES

1. Minutes - July 11, 2023 Regular City Commission Meeting

   (Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEMS (1 - 6)

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

1. Resolution –2023-R-33 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggyback of the New Smyrna Beach Utilities Contract (Itb# 08-23)32391A, Approving an Emergency Sewer Pumping Agreement with Cloud 9 Services, LLC in an Amount Not to Exceed $25,000 and Authorizing the City Manager to Execute the Same; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

2. Resolution –2023-R-34 A Resolution of the City Commission of the City of Holly Hill, Florida, Selecting DJ Design Services, Inc., to be the Primary Architectural Continuing Services Consultant and Selecting Hall & Ogle Architects, Inc., to be the Secondary Architectural Continuing Services Consultant; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

3. Resolution –2023-R-35 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving an Agreement with Tetra Tech, Inc., in the Amount of $39,661.20 for the Grant Management of Hazard Mitigation Grant Program Projects Related to Hurricanes Ian and Nicole, and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

4. Resolution –2023-R-36 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving a Proposal from Parker Mynchenberg & Associates, Inc., in the Amount of $30,225 for the Sunrise Park North Landscape Improvements Design, Bidding Assistance and Contract Management and Authorizing the City Manager to Execute the Same; Providing Severability; and Providing an Effective Date.

   (Requested by Antoine Khoury, Public Works)

5. Resolution –2023-R-37 A Resolution of the City Commission of the City of Holly Hill, Florida, to Approve the Auction of Items Identified to be Surplused According to Purchasing Policy Section 13.2; Providing for Severability; Providing for an Effective Date.

   (Requested by Michele Moore, Finance)

6. Team Volusia - Economic Development Agreement FY23-24

   (Requested by Valerie Manning, City Clerk)

6. REGULAR AGENDA

1. Resolution –2023-R-38 A Resolution of the City Commission of the City of Holly Hill, Florida Approving the Piggyback of Charlotte County Contract # 2018000509 for the Purchase of a 2023 Ford F-150 through Bartow Ford Company at an Established Price of $29,789.49 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

2. Ordinance –2023-O-3062 FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 42 (Pensions and Retirement), Article III – Firefighters Retirement System, of the Code of Ordinances of the City of Holly Hill, Florida, Providing for the Holly Hill Firefighters Retirement System to Provide Disability Retirement Benefits for Cancer Diagnoses Pursuant to Section 112.1816 of the Florida Statutes; Providing for a Repealer; Providing for a Savings Clause; Providing for Codification; Providing for Severability; and Providing for an Effective Date.

   (Requested by Joseph Forte, City Manager)

7. PUBLIC HEARINGS - NONE

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.

8. COMMUNICATIONS

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

9. ADJOURNMENT

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

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



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



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

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

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **July 25, 2023**
FROM: **Michele Moore**
SUBJECT: **A Resolution of the City of Holly Hill, Florida, Adopting a Maximum Proposed Millage Rate for the Fiscal Year Beginning October 1, 2023; Providing for a Public Hearing on Millage Rate; Providing for Conflicting Resolutions; and Providing an Effective Date.**
NUMBER: **2023-R-32**
APPLICANT:
PLANNER:

DISCUSSION:

Florida Statute requires the City to hold a Public Hearing to adopt a tentative millage rate for the upcoming fiscal year, 2023-24. The adopted rate is the **maximum** millage rate that can ultimately be included in the 2023-2024 Budget. The City Commission may, at a later budget hearing, reduce the rate if it so desires, but cannot raise it above the adopted tentative rate set at this meeting on July 25, 2023.

State law requires that two formal public hearings be held in September and neither can conflict with the hearing dates established by the County School Board or the County Commission. The recommended date is **Monday, September 11th** and **Tuesday, September 26th.**

Subsequent to the adoption of the maximum allowable millage rate, the Notice of Proposed Property Taxes, otherwise known as TRIM (Truth in Millage) notice, are prepared and mailed to taxpayers by the County Property Appraiser. Printed on the TRIM notice is the date of the first scheduled public hearing to adopt the tentative budget and the tentative millage rate, on September 11th. The purpose of this hearing is to give the general public an opportunity to speak for or against the proposed budget and millage rate. At the end of the first public hearing, a date and time will be set for the final public hearing, September 26th. The City is required to provide notice of the final hearing with an advertisement containing the summary budget information along with the tentative millage rate and the tentative approved budget.

The purpose of the final public hearing is to once again give the general public an opportunity to speak for or against the budget and proposed millage rate. At this meeting the Commission will adopt the final budget and millage rate.

The current operating millage rate is 6.25 mills per $1,000 of assessed taxable value; the current taxable value is $923,655,475. With the proposed rate preliminary ad valorem taxes for fiscal year 2024 would be $5,484,205 at 95%.

The current year rolled-back millage rate is 5.5717 mills per $1,000 assessed value. With the current year rolled-back rate, the preliminary ad valorem taxes for the Fiscal Year 2023 would be $4,889,014 at 95%. The maximum millage is 12.17 % above the rolled-back millage rate.

In addition, the City must establish public hearings dates within 35 days of the final tax certification received from the Property Appraiser for the Fiscal year that ends September 30, 2023.

FISCAL ANALYSIS:

Dependent upon City Commission action.

STAFF RECOMMENDATION:

N/A

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 #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 THE RESOLUTION, ADOPTING A PROPOSED MILLAGE RATE FOR THE FISCAL YEAR 2023-2024 AND SET THE PUBLIC HEARING DATES OF SEPTEMBER 11, 2023 AND SEPTEMBER 26, 2023.

ATTACHMENTS:

- HH 2023 DR-420 (PDF)
- HH 2023 DR-420MM-P (PDF)
- HH 2023 DR-420TIF (PDF)

Resolution No. 2023-32

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING A MAXIMUM PROPOSED MILLAGE RATE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; PROVIDING FOR A PUBLIC HEARING ON MILLAGE RATE; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING A PROPOSED MILLAGE RATE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; PROVIDING FOR A PUBLIC HEARING ON MILLAGE RATE; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Florida is required by Florida Statute 200.011 to certify to the County Property Appraiser the general municipal millage rate proposed by said Commission for the tax year beginning October 1, 2023; and

WHEREAS, the City Commission of the City of Holly Hill, Florida, pursuant to the TRIM Bill, shall hold a public hearing adopting proposed millage rate.

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

SECTION 1. That the millage rate proposed by the City Commission of the City of Holly Hill, Florida, for the tax year beginning October 1, 2023 is 6.25 (6.25 Per $1,000.00); The FY2023 operating millage rate is 6.25 Mills, which is greater than the rolled-back rate of 5.57170 mills by 12.17%.

SECTION 2. That the City Commission does hereby set a public hearing on the millage rate for 6:00 p.m. on Monday, September 11, 2023, in the Commission Chambers, 1065 Ridgewood Avenue, Holly Hill, Florida.

SECTION 3. That all resolutions made in conflict with this Resolution are

hereby repealed.

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

APPROVED AND AUTHENTICATED on this 25th day of JULY, 2023.

Reset Form | Print

DR-420
R. 5/12
Rule 12D-16.
Florida Administrative C
Effective 11

CERTIFICATION OF TAXABLE VALUE

Year : 2023	County : VOLUSIA
Principal Authority : HOLLY HILL	Taxing Authority : HOLLY HILL OPERATING

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	$ 842,682,061			(1
2.	Current year taxable value of personal property for operating purposes	$ 76,852,240			(2
3.	Current year taxable value of centrally assessed property for operating purposes	$ 4,121,174			(3
4.	Current year gross taxable value for operating purposes *(Line 1 plus Line 2 plus Line 3)*	$ 923,655,475			(4
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	$ 1,768,482			(5
6.	Current year adjusted taxable value *(Line 4 minus Line 5)*	$ 921,886,993			(6
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	$ 820,514,326			(7
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☑ YES	☐ NO	Number 1	(8
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, *Certification of Voted Debt Millage* forms attached. If none, enter 0	☐ YES	☑ NO	Number 0	(9

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge
	Signature of Property Appraiser: Electronically Certified by Property Appraiser	Date : 6/23/2023 9:50 AM

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy *(If prior year millage was adjusted then use adjusted millage from Form DR-422)*	6.2500	per $1,000	(10
11.	Prior year ad valorem proceeds *(Line 7 multiplied by Line 10, divided by 1,000)*	$ 5,128,215		(11
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value *(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)*	$ 1,490,704		(12
13.	Adjusted prior year ad valorem proceeds *(Line 11 minus Line 12)*	$ 3,637,511		(13
14.	Dedicated increment value, if any *(Sum of either Line 6b or Line 7e for all DR-420TIF forms)*	$ 269,036,586		(14
15.	Adjusted current year taxable value *(Line 6 minus Line 14)*	$ 652,850,407		(15
16.	Current year rolled-back rate *(Line 13 divided by Line 15, multiplied by 1,000)*	5.5717	per $1000	(16
17.	Current year proposed operating millage rate	6.2500	per $1000	(17
18.	Total taxes to be levied at proposed millage rate *(Line 17 multiplied by Line 4, divided by 1,000)*	$ 5,772,847		(18

Continued on page 2

Attachment: HH 2023 DR-420 (2023-R-32 : Maximum Proposed Millage Rate for Fiscal Year 2023-2024)

19.	TYPE of principal authority (check one)	☐ County	☐ Independent Special District	(1
		☑ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)	☑ Principal Authority	☐ Dependent Special District	(2
		☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	☐ Yes	☑ No	(2

DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP **STOP HERE - SIGN AND SUBMIT**

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. *(The sum of Line 13 from all DR-420 forms)*	$	3,637,511	(2
23.	Current year aggregate rolled-back rate *(Line 22 divided by Line 15, multiplied by 1,000)*	5.5717	per $1,000	(2
24.	Current year aggregate rolled-back taxes *(Line 4 multiplied by Line 23, divided by 1,000)*	$	5,146,331	(2
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. *(The sum of Line 18 from all DR-420 forms)*	$	5,772,847	(2
26.	Current year proposed aggregate millage rate *(Line 25 divided by Line 4, multiplied by 1,000)*	6.2500	per $1,000	(2
27.	Current year proposed rate as a percent change of rolled-back rate *(Line 26 divided by Line 23, **minus 1**, multiplied by 100)*		12.17 %	(2

First public budget hearing	Date :	Time :	Place :
	9/11/2023	1:00 AM EST	City of Holly Hill, Commission Chambers, 1065 Ridgewood Ave., Holly Hill, FL 32117

SIGN HERE

Taxing Authority Certification

I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions either s. 200.071 or s. 200.081, F.S.

Signature of Chief Administrative Officer :		Date :
Title : Joe Forte, City Manager	Contact Name and Contact Title : Michele Moore, Finance Director	
Mailing Address : 1065 Ridgewood Ave	Physical Address : 1065 Ridgewood Ave	
City, State, Zip : Holly Hill, FL 32117	Phone Number : 386-248-9426	Fax Number : 386-248-9458

Instructions on page 3

Attachment: HH 2023 DR-420 (2023-R-32 : Maximum Proposed Millage Rate for Fiscal Year 2023-2024)

CERTIFICATION OF TAXABLE VALUE
INSTRUCTIONS

"Principal Authority" is a county, municipality, or independent special district (including water management districts).

"Taxing Authority" is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check "Yes" if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check "Yes" if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 day of certification. Send one copy to the tax collector. "Dependent special district" (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will the governing body of a single county or a single municipality.
- The district has a budget that requires approval through affirmative vote or can be vetoed by the governing boc of a single county or a single municipality.

"Independent special district" (ss. 200.001(8)(e) and 189.40 (3), F.S.) means a special district that is not a dependen special district as defined above. A district that includes mor than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

"Non-voted millage" is any millage not defined as a "voted millage" in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increme values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.

Attachment: HH 2023 DR-420 (2023-R-32 : Maximum Proposed Millage Rate for Fiscal Year 2023-2024)

Reset Form | Print F

DR-420MM-P
R. 5/12
Rule 12D-16.
Florida Administrative C
Effective 11

MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
For municipal governments, counties, and special districts

Year: **2023**	County: VOLUSIA
Principal Authority : HOLLY HILL	Taxing Authority: HOLLY HILL OPERATING

1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☑ No	(1

IF YES, STOP ***STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.***

2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	5.5717	per $1,000	(2
3.	Prior year maximum millage rate with a majority vote from ***2022*** Form DR-420MM, Line 13	25.5608	per $1,000	(3
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	6.2500	per $1,000	(4

If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.

Adjust rolled-back rate based on prior year majority-vote maximum millage rate

5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	$	820,514,326	(5
6.	Prior year maximum ad valorem proceeds with majority vote ***(Line 3 multiplied by Line 5 divided by 1,000)***	$	20,973,003	(6
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	$	1,490,704	(7
8.	Adjusted prior year ad valorem proceeds with majority vote ***(Line 6 minus Line 7)***	$	19,482,299	(8
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	$	652,850,407	(9
10.	Adjusted current year rolled-back rate ***(Line 8 divided by Line 9, multiplied by 1,000)***	29.8419	per $1,000	(10

Calculate maximum millage levy

11.	Rolled-back rate to be used for maximum millage levy calculation ***(Enter Line 10 if adjusted or else enter Line 2)***	29.8419	per $1,000	(11
12.	Adjustment for change in per capita Florida personal income ***(See Line 12 Instructions)***		**1.0284**	(12
13.	Majority vote maximum millage rate allowed ***(Line 11 multiplied by Line 12)***	30.6894	per $1,000	(13
14.	Two-thirds vote maximum millage rate allowed ***(Multiply Line 13 by 1.10)***	33.7583	per $1,000	(14
15.	Current year proposed millage rate	6.2500	per $1,000	(15
16.	**Minimum vote required to levy proposed millage:** (Check one)			(16

☑ a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equ to the majority vote maximum rate. ***Enter Line 13 on Line 17.***

☐ b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. ***Enter Line 15 on Line 17.***

☐ c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. ***Enter Line 15 on Line 17.***

☐ d. Referendum: The maximum millage rate is equal to the proposed rate. ***Enter Line 15 on Line 17.***

17.	The selection on Line 16 allows a maximum millage rate of ***(Enter rate indicated by choice on Line 16)***	30.6894	per $1,000	(17
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	$	923,655,475	(18

Continued on page 2

Attachment: HH 2023 DR-420MM-P (2023-R-32 : Maximum Proposed Millage Rate for Fiscal Year 2023-2024)

Taxing Authority :
HOLLY HILL OPERATING

19.	Current year proposed taxes ***(Line 15 multiplied by Line 18, divided by 1,000)***	$ 5,772,847	(1
20.	Total taxes levied at the maximum millage rate ***(Line 17 multiplied by Line 18, divided by 1,000)***	$ 28,346,432	(2

DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP ***STOP HERE. SIGN AND SUBMIT.***

21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage . ***(The sum of all Lines 19 from each district's Form DR-420MM-P)***	$ 0	(2
22.	Total current year proposed taxes ***(Line 19 plus Line 21)***	$ 5,772,847	(2

Total Maximum Taxes

23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage ***(The sum of all Lines 20 from each district's Form DR-420MM-P)***	$ 0	(2
24.	Total taxes at maximum millage rate ***(Line 20 plus Line 23)***	$ 28,346,432	(2

Total Maximum Versus Total Taxes Levied

25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	☑ YES ☐ NO	(2

SIGN HERE

Taxing Authority Certification

I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.

Signature of Chief Administrative Officer :

Date :

Title :
Joe Forte, City Manager

Contact Name and Contact Title :
Michele Moore, Finance Director

Mailing Address :
1065 Ridgewood Ave

Physical Address :
1065 Ridgewood Ave

City, State, Zip :
Holly Hill, FL 32117

Phone Number :
386-248-9426

Fax Number :
386-248-9458

Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.

Attachment: HH 2023 DR-420MM-P (2023-R-32 : Maximum Proposed Millage Rate for Fiscal Year 2023-2024)

Instructions on page 3

MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
INSTRUCTIONS

General Instructions

Each of the following taxing authorities must complete a DR-420MM-P.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form calculates the maximum tax levy for 2023 allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

DR-420MM-P shows the preliminary maximum millages and taxes levied based on your proposed adoption vote. Each taxing authority must complete, sign, and submit this form to their property appraiser with their completed DR-420, Certification of Taxable Value.

The vote at the final hearing and the resulting maximum may change. After the final hearing, each taxing authority will file a final Form DR-420MM, Maximum Millage Levy Calculation Final Disclosure, with Form DR-487, Certification of Compliance, with the Department of Revenue.

Specific tax year references in this form are updated each year by the Department.

Line Instructions

Lines 5-10

Only taxing authorities that levied a 2022 millage rate less than their maximum majority vote rate must complete these lines. The adjusted rolled-back rate on Line 10 is the rate that would have been levied if the maximum vote rate for 2022 had been adopted. If these lines are completed, enter the adjusted rate on Line 11.

Line 12

This line is entered by the Department of Revenue. The same adjustment factor is used statewide by all taxing authorities. It is based on the change in per capita Florida personal income (s. 200.001(8)(i), F.S.), which Florida Law requires the Office of Economic and Demographic Research to report each year.

Lines 13 and 14

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

Line 16

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

Line 17

Enter the millage rate indicated by the box checked in Line 16. If the proposed millage rate is equal to or less than the majority vote maximum millage rate, enter the majority vote maximum. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the proposed millage rate. For a millage requiring more than a majority vote, the proposed millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.

Attachment: HH 2023 DR-420MM-P (2023-R-32 : Maximum Proposed Millage Rate for Fiscal Year 2023-2024)

All TRIM forms for taxing authorities are available on our website at
http://floridarevenue.com/property/Pages/Forms.aspx

FLORIDA DEPARTMENT OF REVENUE

Reset Form | Print Form

2.1.c

TAX INCREMENT ADJUSTMENT WORKSHEET

Rule 12D-16.002
Florida Administrative C
Effective 11

Year : 2023	County : VOLUSIA
Principal Authority : HOLLY HILL	Taxing Authority : HOLLY HILL OPERATING
Community Redevelopment Area : HOLLY HILL CRA	Base Year : 1995

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 371,538,625	(1
2.	Base year taxable value in the tax increment area	$ 88,342,219	(2
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 283,196,406	(3
4.	Prior year Final taxable value in the tax increment area	$ 334,545,361	(4
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 246,203,142	(5

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 6/23/2023 9:50 AM

SECTION II: COMPLETED BY TAXING AUTHORITY **Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.**

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:

6a.	Enter the proportion on which the payment is based.	95.00 %	(6
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 269,036,586	(6
6c.	Amount of payment to redevelopment trust fund in prior year	$ 1,490,704	(6

7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:

7a.	Amount of payment to redevelopment trust fund in prior year	$ 0	(7
7b.	Prior year operating millage levy from Form DR-420, Line 10	0.0000 per $1,000	(7
7c.	Taxes levied on prior year tax increment value *(Line 5 multiplied by Line 7b, divided by 1,000)*	$ 0	(7
7d.	Prior year payment as proportion of taxes levied on increment value *(Line 7a divided by Line 7c, multiplied by 100)*	0.00 %	(7
7e.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 7d)* ***If value is zero or less than zero, then enter zero on Line 7e***	$ 0	(7

SIGN HERE	**Taxing Authority Certification**	**I certify the calculations, millages and rates are correct to the best of my knowledg**	
	Signature of Chief Administrative Officer :	Date :	
	Title : Joe Forte, City Manager	Contact Name and Contact Title : Michele Moore, Finance Director	
	Mailing Address : 1065 Ridgewood Ave	Physical Address : 1065 Ridgewood Ave	
	City, State, Zip : Holly Hill, FL 32117	Phone Number : 386-248-9426	Fax Number : 386-248-9458

Attachment: HH 2023 DR-420TIF (2023-R-32 : Maximum Proposed Millage Rate for Fiscal Year 2023-2024)

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

Property appraisers must complete and sign Section I of this worksheet and provide it with form DR-420, *Certification of Taxable Value*, to all taxing authorities who make payments to a redevelopment trust fund under:

- s. 163.387(2)(a), Florida Statutes, or
- An ordinance, resolution, or agreement to fund a project or to finance essential infrastructure.

"Tax increment value" is the cumulative increase in taxable value from the base year to the current year within the defined geographic area. It is used to determine the payment to a redevelopment trust fund under:

- s. 163.387(1), F.S. or
- An ordinance, resolution, or agreement to fund a project or finance essential infrastructure. In this case, the taxing authority must certify the boundaries and beginning date to the property appraiser.

"Dedicated increment value" is the portion of the tax increment value used to determine the payment to the redevelopment trust fund. (See s. 200.001(8)(h), F.S.) Calculate the dedicated increment value on this form and enter on either Line 6b or Line 7e.

"Specific proportion," used to determine whether to complete Line 6 or Line 7, refers to the calculation of the tax increment payment. Examples:

- Example 1.

  Section.163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.

- Example 2.

  Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each ta increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately sei the original to:

Florida Department of Revenue
Property Tax Oversight Program - TRIM Sectic
P. O. Box 3000
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopmen trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculati other than a specific proportion. Do not complete both Lines 6 and 7.

Attachment: HH 2023 DR-420TIF (2023-R-32 : Maximum Proposed Millage Rate for Fiscal Year 2023-2024)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **July 25, 2023**
FROM: **Valerie Manning**
SUBJECT: **Minutes - July 11, 2023 Regular City Commission Meeting**
NUMBER: **(ID # 4185)**
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the July 11, 2023 regular City Commission meeting.

MOTION:

Approve both sets of minutes as submitted by staff.

- Minutes - July 11, 2023 - Regular City Commission meeting (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● JULY 11, 2023

City Commission Chamber **Regular City Commission Meeting** **6:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

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

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

2. PUBLIC COMMENTS

The following individuals spoke to the Mayor and City Commissioners:

Dawn Bolin, Holly Hill; Lois Carter, Holly Hill; and Gilles Blais.

3. APPROVAL OF MINUTES

1.

Minutes - June 27, 2023 Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)
Mayor Via opened public participation. No one spoke.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 11th day of July, 2023, in Holly Hill

Attachment: Minutes - July 11, 2023 - Regular City Commission meeting (4185 : Minutes)

4. CONSENT AGENDA - ITEM (1)

1.

MOU Between Coastal Crisis Negotiations Team (CCNT) and the Holly Hill Police Department

(Requested by Jeff Miller, Police)
Mayor Via asked if there was anyone in the audience who wished to speak to the item on the Consent Agenda.
Dawn Bolin, Holly Hill, spoke.
There was no one from the City Commission who had any questions or wished to speak about this item.

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

5. REGULAR AGENDA

1.

Request for Lien Reduction - 905 Hartford Avenue

(Requested by Joseph Forte, City Manager)
Mr. Forte went through his staff report for the Mayor and City Commissioners pertaining to the lien reduction request for 905 Hartford Avenue, Holly Hill. The property was formally owned by Douglas Eugene Elrod. The property had been in a state of disrepair and neglect for an extended period of time despite repeated demands and code enforcement action by the City of Holly Hill. On May 14, 2020, the City conducted a public hearing in front of the Special Master who found that the Property was in violation of three International Property Maintenance Codes, 304.1, exterior maintenance; 304.6, exterior walls; and 304.7 roofs and drainage. Work has started on the property without the proper permits or engineering drawings. Mr. Forte stated the City was in contact with a proposed buyer in 2021 who was interested in buying and rehabilitating or demolishing the Property. The City was willing to allow the Buyer a reasonable opportunity to refurbish or demolish the Property in a timely manner and was willing to reduce the outstanding code enforcement fines upon completion. The initial proposed buyer withdrew from the purchase option so the Agreement was never executed with this particular buyer. A short time later, Mr. Don Kane inquired about the property. Mr. Kane was provided all of the information and was offered the same agreement as the previous potential buyer. Mr. Kane had agreed to the stipulations however, the agreement was never executed and Mr. Kane proceeded with making the required repairs. As of this request, the property is currently in compliance. As part of the original agreement (attached), the City was not to proceed with foreclosure of existing code enforcement

Attachment: Minutes - July 11, 2023 - Regular City Commission meeting (4185 : Minutes)

liens against the Property as long as the Buyer performs the obligations in the Agreement. If Buyer satisfactorily complies with the above terms and conditions and pays the City the sum of $8,000, or demolishes the structure and pays the City $8,000.00, the City shall satisfy and release all outstanding City code enforcement liens on the Property. If the Buyer fails to comply with the above requirements, the Buyer acknowledges that the City has the right to pursue any and all remedies available to the City including the foreclosure due to existing recorded City Code enforcement liens. Staff is requesting to approve the settlement payment of $8,000.00 to be paid to the City no later than July 29, 2023. Failure to make the payment by July 29, 2023 will result in the lien remaining on the property and the city is authorized to begin the foreclosure process to recoup the full lien amount.

Mayor Via opened public participation. No one spoke. (Don Kane was present but did not wish to speak)

Commissioner Currie made a motion to ***APPROVE THE LIEN REDUCTION REQUEST FOR 905 HARTFORD AVENUE AND THE SETTLEMENT PAYMENT OF $8,000 TO BE PAID TO THE CITY NO LATER THAN JULY 29, 2023; FAILURE TO MAKE PAYMENT BY THAT DATE WILL RESULT IN THE LIEN REMAINING ON THE PROPERTY AND THE CITY IS AUTHORIZED TO BEGIN THE FORECLOSURE PROCESS TO RECOUP THE FULL LIEN AMOUNT,*** seconded by Commissioner Penny.

PASSED, 5-0.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John Penny, District 1 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 11th day of July, 2023, in Holly Hill

2. –DOC-2023-8

Request for a Lien Reduction - 124 Daytona Avenue

(Requested by Joseph Forte, City Manager)
Mr. Forte went through his staff report for the Mayor and City Commissioners pertaining to the lien reduction request for 124 Daytona Avenue. The property is owned by Vermont, LLC which is a Florida Limited Liability Company whose Registered Agent and Managing Member is B. Spivey with an address of 1728 Kingsley Avenue, Ste. 22 Orange Park, FL 32073. The property is a rental property and was presented to the Special Master on May 12, 2022. The Special Master's conclusion of law determined the following code violations were in existence, IPMC 305.1, IMPC 305.3 and IPMC 604.3 and provided a time to cure. Since the property had not been brought into compliance, fines started to accumulate at a rate of $50.00 per day, per violation. Effective June 20,

Attachment: Minutes - July 11, 2023 - Regular City Commission meeting (4185 : Minutes)

2023, all violations have been corrected therefore, the property owners is eligible to request a lien reduction according to the city's ordinance. Staff recommends reducing the lien from $55,350 to the amount of $6,022.08.

Mayor Via opened public participation.

Jim Legary, Holly Hill, spoke.

Mayor Via closed public participation.

Commissioner Danio made a motion to ***APPROVE REDUCING THE LIEN FROM $5,350.00 TO $6,022.08. PAYMENT MUST BE RECEIVED NO LATER THAN AUGUST 11, 2023. FAILURE TO PAY WILL RESULT IN THE LIEN NOT BE REDUCED OR RELEASE WITH NO OPTION FOR ANOTHER REQUEST AND THE CITY MAY FILE A FORECLOSURE ACTION AGAINST THE PROPERTY,*** Commissioner Currie.

PASSED, 5-0.

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

Enacted and approved this 11th day of July, 2023, in Holly Hill

6. PUBLIC HEARINGS

1. -2023-O-3060 Ordinance

SECOND READING - ORDINANCE 3060 - an Ordinance of the City of Holly Hill Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map Designation of Certain Property Identified in Attachment "A", by Virtue of a Small Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from Low Medium-Density Residential (LMDR) to Commercial and Further Adding Text to Restrict Commercial Development on Such Parcels to Specific Storage Uses; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date. And SECOND READING - ORDINANCE 3061 - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Amending the Official Zoning Map to Designate the Property Described in Exhibit "A" from CC-1 (Commercial Corridor District) and R-7 (Medium-Density Multi-Family Residential) to BPUD (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

Attorney Simpson reminded the Mayor and Commissioners that these two Ordinances will be presented as one item, however, they will be voted on separately just like they did for first reading.

Brian Walker, City Planner mentioned that there has been no changes since the first reading of both Ordinances.

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Rob Merrell, Cobb Cole, Daytona Beach, was present on behalf of the applicant to answer questions. Mr. Merrell didn't have anything else to add since first reading.

Mayor Via opened public participation for both Ordinances. No one spoke.

Commissioner Johnson made a motion to ***ADOPT SECOND READING OF ORDINANCE 3060, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY IDENTIFIED IN ATTACHMENT "A", BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM LOW MEDIUM-DENSITY RESIDENTIAL (LMDR) TO COMMERCIAL AND FURTHER ADDING TEXT TO RESTRICT COMMERCIAL DEVELOPMENT ON SUCH PARCELS TO SPECIFIC STORAGE USES***, seconded by Commissioner Penny.

PASSED, 5-0.

Commissioner Johnson made a motion to ***ADOPT SECOND READING OF ORDINANCE 3061, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN EXHIBIT "A" FROM CC-1 (COMMERCIAL CORRIDOR DISTRICT) AND R-7 (MEDIUM-DENSITY MULTI-FAMILY RESIDENTIAL) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT)***, seconded by Commissioner Currie.

PASSED, 5-0.

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Mayor Via opened public participation. No one spoke.

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

ORDINANCE
2023-O-3060
SECOND READING - ORDINANCE 3060 - AN ORDINANCE OF THE CITY OF HOLLY HILL FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY IDENTIFIED IN ATTACHMENT "A", BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM LOW MEDIUM-DENSITY RESIDENTIAL (LMDR) TO COMMERCIAL AND FURTHER ADDING TEXT TO RESTRICT COMMERCIAL DEVELOPMENT ON SUCH PARCELS TO SPECIFIC STORAGE USES; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. AND SECOND READING - ORDINANCE 3061 - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN EXHIBIT "A" FROM CC-1 (COMMERCIAL CORRIDOR DISTRICT) AND R-7 (MEDIUM-DENSITY MULTI-FAMILY RESIDENTIAL) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE NO. 3060

AN ORDINANCE OF THE CITY OF HOLLY HILL FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY IDENTIFIED IN ATTACHMENT “A”, BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM LOW MEDIUM-DENSITY RESIDENTIAL (LMDR) TO COMMERCIAL AND FURTHER ADDING TEXT TO RESTRICT COMMERCIAL DEVELOPMENT ON SUCH PARCELS TO SPECIFIC STORAGE USES; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR

Attachment: Minutes - July 11, 2023 - Regular City Commission meeting (4185 : Minutes)

SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission has reviewed the future land use designation for the parcels described in Attachment "A" and determined that it is necessary to amend its Future Land Use Map as herein provided in order to more effectively implement its adopted comprehensive plan.

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

SECTION 1. The Future Land Use Map for the City of Holly Hill, is hereby amended to designate the parcels identified in ATTACHMENT A Commercial.

SECTION 2. The City's Comprehensive Plan is hereby amended by adding text to policy 1.1.2, to read as follows (**bold** and underline indicates added text):

General commercial development - the ratio of building floor area to total site area shall not exceed 1.95 except for properties fronting on Ridgewood Avenue where a ratio of 4.55 may be permitted. (The ratio is calculated by dividing building floor area by site area.) ***Certain parcels with the General Commercial Development land use shall be restricted to development (commercial use limitation) consisting of mini-warehouse, vehicle/trailer, and outdoor covered storage uses, limited to the traffic generating equivalent of 700 personal storage units and shall only be developed as part of a planned development for a storage unit project encompassing said parcels along with the adjacent parcel on Nova Road currently identified as parcel 42420M000020.***

Parcels subject to the commercial use limitation are identified as 424204340220, 424286030260, 424286030250, 424286030240, 424286020060, 424286020070, 424286020050, 424286020040, 424286020030, 424286020011, with the subject parcels and area further legally described and shown in the attachment named "Legal Description of Parcels with Commercial Use Limitation."

Unless said parcels having the commercial use limitation are developed as part of a planned development storage unit project on the Nova Road parcel currently known as 42420M000020, then such parcels shall not be developable until a future land use amendment to the

Attachment: Minutes - July 11, 2023 - Regular City Commission meeting (4185 : Minutes)

Comprehensive Plan for such parcels is adopted by the City.

SECTION 3. The City Manager is authorized and directed to submit the proposed amendment to the Florida Department of Economic Opportunity and Volusia Growth Management Commission, as required by law.

SECTION 4. 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 5. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 6. The proposed amendment will not become final until thirty-one (31) days following adoption by the City Commission unless a challenge is filed per 163.3187(5) Fla. Stat. If a timely challenge is filed, the amendment will not become effective until the State Land Planning Agency issues a final order determining that the amendment is in compliance. In any event, the amendment shall not become effective until certification of consistency is provided by the Volusia Growth Management Commission and approval is noticed by the Florida Department of Economic Opportunity.

APPROVED AND AUTHENTICATED on the 11th of JULY, 2023 for second and final reading.

Attachment: Minutes - July 11, 2023 - Regular City Commission meeting (4185 : Minutes)

ATTACHMENT "A"

LEGAL DESCRIPTION OF PARCELS SUBJECT TO FLU MAP AMENDMENT AND COMMERCIAL USE LIMITATION

Parcels

4242-86-03-0240, 4242-86-02-0040, 4242-04-34-0220, 4242-86-02-0070, 4242-86-02-0030 4242-86-03-0260, 4242-86-02-0060, 4242-86-03-0250, 4242-86-02-0050, 4242-86-02-0011

LEGAL DESCRIPTION:

(NO. 1 - ORIGINAL OWNERSHIP OF REAR PARCEL.)

PARCEL 1:

PART OF THE NORTH 1/2 OF LOTS 22 AND 23, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT PER MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 22, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT AS PER MAP BOOK 1, PAGE 1, THENCE N 72 DEGREES 01 MINUTES 52 SECONDS E ALONG THE NORTH LINE OF SAID LOT 22, A DISTANCE OF 190.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 72 DEGREES 01 MINUTES 52 SECONDS E ALONG SAID NORTH LINE OF LOTS 22 AND 23, A DISTANCE OF 470.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 23, THENCE S 17 DEGREES 57 MINUTES 09 SECONDS E ALONG THE EAST LINE OF THE NORTH 1/2 OF LOT 23, A DISTANCE OF 329.24 FEET TO THE SOUTHEAST COMER OF THE NORTH 1/2 OF LOT 23;

THENCE S 72 DEGREES 07 MINUTES 06 SECONDS W ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID LOTS 22 AND 23, A DISTANCE OF 470.00 FEET; THENCE N 17 DEGREES 57 MINUTES 09 SECONDS W A DISTANCE OF 139.14 FEET; THENCE S 72 DEGREES 07 MINUTES 06 SECONDS W TO THE EAST RIGHT-OF-WAY LINE OF OLD KINGS ROAD A DISTANCE OF 160.00 FEET; THENCE N 17 DEGREES 57 MINUTES 09 SECONDS W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 120.00 FEET; THENCE N 72 DEGREES 01 MINUTES 52 SECONDS E, A DISTANCE OF 160.00 FEET; THENCE N 17 DEGREES 57 MINUTES 09 SECONDS W, A DISTANCE OF 69.14 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

PART OF THE NORTH ONE-HALF OF LOT 22, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, OF RECORD IN MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 22; THENCE NORTH 72 DEGREES 01 MINUTES 52 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 22, A DISTANCE OF 40.00 FEET TO A POINT IN THE EAST RIGHT-OF-WAY EASEMENT LINE OF OLD KINGS ROAD PER

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OFFICIAL RECORDS BOOK 2881, PAGES 1193 AND 1194, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 17 DEGREES 57 MINUTES 09 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 129.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 72 DEGREES 01 MINUTES 52 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHERLY 129.14 FEET OF SAID LOT 22, A DISTANCE OF 150.00 FEET; THENCE SOUTH 17 DEGREES 57 MINUTES 09 SECONDS EAST, PARALLEL WITH THE EAST RIGHT- OF-WAY EASEMENT LINE OF SAID OLD KINGS ROAD, A DISTANCE OF 60.24 FEET; THENCE SOUTH 72 DEGREES 07 MINUTES 06 SECONDS WEST A DISTANCE OF 150 FEET TO A POINT IN THE EAST RIGHT-OF-WAY EASEMENT LINE OF SAID OLD KINGS ROAD; THENCE NORTH 17 DEGREES 57 MINUTES 09 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 60.02 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT:

THE SOUTHERLY 60 FEET OF THE NORTHERLY 129.14 FEET OF THE WESTERLY 190.00 FEET OF LOT 22, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT OF RECORD IN MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM THE WESTERLY 40.00 FEET THEREOF NOW A PART OF THAT RIGHT-OF-WAY EASEMENT PER OFFICIAL RECORDS BOOK 2881, PAGES 1193 AND 1194, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2:

LOT 1, EXCEPT THE NORTH 50.22 FEET, AND ALL OF LOTS 3, 4, 5, 6 AND 7, BLOCK B, AND LOTS 24, 25 AND 26, BLOCK C, AMENDED PLAN OF FLEMING PARK, AS RECORDED IN MAP BOOK 26, PAGE 110, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. ALL CONTAINING 5.19 ACRES, MORE OR LESS.

ORDINANCE NO. 3061

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN EXHIBIT "A" FROM CC-1 (COMMERCIAL CORRIDOR DISTRICT) AND R-7 (MEDIUM-DENSITY MULTI-FAMILY RESIDENTIAL) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et.

Attachment: Minutes - July 11, 2023 - Regular City Commission meeting (4185 : Minutes)

Seq., Florida Statutes; and

WHEREAS, the City Commission, as authorized by 163.3202, Florida Statutes, has enacted and does enforce the Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

WHEREAS, the City Commission has determined that it is necessary to amend its Land Development Regulations as herein provided in order to more effectively implement its adopted comprehensive plan, and

WHEREAS, the City Commission has determined that the proposed amendment to the Land Development Regulations is consistent with its adopted comprehensive plan.

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

SECTION 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in **Attachment A** as BPUD (Business Planned Unit Development) pursuant to the provisions contained in the attached Development Agreement, attached to this Ordinance as **Attachment B** and incorporated in this Ordinance by reference.

SECTION 2. Development of the property described in Attachment A shall conform to the Land Development Regulations of Holly Hill.

SECTION 3. 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 4. That all ordinances made in conflict with this Ordinance are hereby repealed.

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SECTION 5. This ordinance shall become effective upon approval of the future land use map and text amendment by the Florida Department of Economic Opportunity and certification of the same amendment by the Volusia Growth Management Commission.

APPROVED AND AUTHENTICATED on the 11th of JULY, 2023 for second and final reading.

ATTACHMENT "A"

LEGAL DESCRIPTION:

(NO. 4 - NEW OVERALL PUD BOUNDARY)

PART OF THE NORTH 1/2 OF LOTS 22 AND 23, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 1, AND PART OF LOT 1, AND ALL OF LOTS 2-7, BLOCK B, AND ALL OF LOTS 24-26, BLOCK C, AND A PORTION OF 13TH STREET AND THE UN-NAMED STREET, AMENDED PLAT OF FLEMING PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 19, PAGE 140, ALL OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 23, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE S25°41'21"E ALONG THE EAST LINE OF SAID LOT 23, AND THE EAST LINE OF BLOCK C, AMENDED PLAT OF FLEMING PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 19, PAGE 140, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 508.77 FEET TO THE NORTHEAST CORNER OF LOT 23, BLOCK C, SAID AMENDED PLAT OF FLEMING PARK; THENCE S64°21'37"W ALONG THE NORTH LINE OF SAID LOT 23 AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 165.00 FEET TO THE CENTER LINE OF AN UN-NAMED STREET AS SHOWN ON SAID AMENDED PLAT OF FLEMING PARK;, THENCE N25°41'21"W ALONG SAID CENTERLINE, A DISTANCE OF 15.00 FEET TO THE CENTERLINE OF 13TH STREET AS SHOWN ON SAID AMENDED PLAT OF FLEMING PARK; THENCE S64°21'37" ALONG SAID CENTERLINE, A DISTANCE OF 464.95 FEET TO THE EAST RIGHT-OF-WAY LINE OF OLD KINGS ROAD, HAVING A 60.00 FOOT RIGHT-OF-WAY; THENCE N25°39'45"W ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 44.78 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 50.22 FEET OF LOT 1, BLOCK B, SAID AMENDED PLAT OF FLEMING PARK; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN N64°21'37"E ALONG SAID SOUTH LINE, A DISTANCE OF 125.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE N25°39'45"W ALONG THE EAST LINE OF SAID LOT 1 AND LOT 2, BLOCK B, A DISTANCE OF 120.22 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE N64°21'37"E, ALONG THE NORTH LINE OF LOT 3, BLOCK B, SAID AMENDED PLAT OF FLEMING PARK, A DISTANCE OF 35.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 190.00 FEET OF LOT 22, AFORESAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT; THENCE N25°39'45"W, A DISTANCE OF 328.32 FEET TO A POINT ON THE SOUTH LINE OF LOT 13, SAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT; THENCE N64°18'17"E ALONG THE SOUTH LINE OF SAID LOT 13 AND LOT 12, SAID MARY C. FLEMING SUBDIVISION OF

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THE THOMAS FITCH GRANT, A DISTANCE OF 469.72 FEET TO THE POINT OF BEGINNING.

AND

LOT 2, WESTSIDE NOVA COMMERCIAL PARK REPLAT, ACCORDING THE PLAT THEREOF, RECORDED IN MAP BOOK 47, PAGE 184, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SAID LANDS CONTAINING 8.05 ACRES, MORE OR LESS.

ATTACHMENT "B"

Exhibit to Ordinance No. _____

DEVELOPMENT AGREEMENT for the project known as Nova Road Storage Planned Unit Development (PUD) located along Nova Road in Holly Hill, Florida (hereinafter referred to as the "Subject Property").

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement") is
entered into and made as of the ___ day of _____, 2023, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Ave. Holly Hill, FL 32117 (hereinafter referred to as the "City"), and NISBETT PROPERTIES, LLC (hereinafter referred to as the "Owner" or "Owner/Developer") with a mailing address of 332 John Anderson Drive, Ormond Beach, FL 32176.

W I T N E S S E T H

WHEREAS, the Owner warrants that it holds legal title to the lands located in Volusia County, Florida, and within the corporate limits of the City of Holly Hill, said lands being more particularly described in **Exhibit "A"**, Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

WHEREAS, the Owner/Developer has clear title of the Subject Property or the Developer is currently under contract to purchase the Subject Property and intends to develop such property; and

WHEREAS the Owner/Developer or Developer desires to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and of other governmental authorities, and the Owner/Developer desires to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS the development permitted or proposed under this Development Agreement is consistent with the City's Comprehensive Plan, concurrency management system, and all land development regulations; and

WHEREAS it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

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WHEREAS the Owner/Developer has sought the City's approval to develop the Subject Property, and the City approved **Ordinance No**. _____, through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City's Land Development Code; and

WHEREAS, the PUD shall consist of this Agreement as the Written Development Agreement of the PUD, and a Preliminary Plan aka the Preliminary Development Plan, attached hereto as **Exhibit, "B"**, subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein, (hereinafter the "Master Development Plan"). Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals and Definitions. The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's Land Development Code as it may be amended from time to time, unless otherwise indicated.

2. **Title Opinion/Certification.** The Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Subject Property to be in the name of the Owner/Developer and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record.

3. **Subordination/Joinder.** Unless otherwise agreed to by the City and if applicable, all liens, mortgages, and other encumbrances that are not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination or joinder, in a form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

4. **Duration.** The duration of this Agreement is binding and runs with the land in perpetuity, unless amended.

5. **Development of the Subject Property**. Development of the Subject Property shall be subject to performance standards listed in this Agreement. Where a land use listed below differs from a defined use in the City of Holly Hill's Code of Ordinances, the use listed in this Agreement
shall prevail.

A. Permitted principal uses allowable on the Subject Property within the Eastern Portion and Western Portion, as illustrated on Exhibit B:

1. Eastern Portion: Abutting Nova Road on Parcel # 4242-0M-00-0020 aka 1704 Nova

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Road: Three story, indoor, climate-controlled storage facility - approximately 119,000 square feet of total building area, as shown on the Preliminary Development/Site Plan.

2. Western Portion: Covered and uncovered RV and Boat storage on Parcel now known as 4242-04-34-0220, as shown on the Preliminary Development/Site Plan.

A. Prohibited principal uses, if any:
Unless a use is specifically stated as permitted, it is prohibited.

B. Proposed minimum floor area ratio: 2.0

C. Impervious surface is not to exceed 80% of the gross square footage for the Subject Property.

D. Minimum open space shall be 20% of the subject property.

E. Minimum landscaping and buffer-yard requirements are as shown and stated on the Preliminary Plan and as follows: Minimum perimeter landscape buffer of five (5') feet.

F. Minimum lot size area (in acreage or square footage): 10,000 sq. ft.

G. Minimum lot width (in feet): 100 ft.

H. Minimum yard setbacks:
1. Front yard: 15 ft. (Nova Road)
2. Side yard: 10 ft.
3. Rear yard: 15 ft.

I. Maximum building height (in feet): 45'

J. Minimum parking standards are as shown and stated on the Preliminary Plan for Eastern portion.

K. Lighting shall not exceed .5-foot candles at the property line.

M. **Phases: The project shall consist of 2 phases**. Phases are shown on the Preliminary Development/Site Plan and described as follows:
1. Phase 1: 3 story, indoor, climate-controlled storage facility.
2. Phase 2: Covered and uncovered RV and Boat storage.

Phase 1 (3 story, indoor, climate-controlled storage facility) shall be complete and obtain a Certificate of Occupancy prior to Phase 2 being approved and permitted for use. Under no circumstances, including Force Majeure, "acts of God," or any other unforeseen events, shall Phase 2 be approved and permitted to operate, prior to Phase 1 being complete and receiving a Certificate of Occupancy. The Phase 1 and Phase 2 improvements may be constructed concurrently at Owner's discretion.

L. Architectural controls and development on the Subject Property shall follow a

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common architectural theme as listed in this Agreement by harmoniously coordinating the general appearance of all buildings and accessory structures.

M. Utility provision and dedication: The Owner/Developer shall connect to the City of Holly Hill's central utility systems when available, or to another approved utility provider where applicable, at their sole cost and expense. Utility fees shall be paid to City of Holly Hill or to the applicable utility provider.

N. Stormwater and environmental: Per parcel stormwater systems or master stormwater systems shall be owned and maintained by an established Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner in private ownership, and shall not be dedicated to or become the responsibility of the City of Holly Hill. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local permits/requirements, and shall be the sole responsibility of the Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required.

O. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation improvements required because of the proposed development, for site function, which maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

6. **Development Permits/Fees.** The Owner/Developer is responsible for obtaining permitting, and the payment of all fees for facilities and services for the Subject Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development. All impact fees are applicable, and no impact fee credits shall be awarded through this Agreement; unless a cessation exists through a City moratorium that is Citywide. Proportionate fair share site improvements shall not be used in lieu of impact fees.

7. **Site Plan/Plat Approval.** The Master Development Plan, is the Preliminary Plan of the PUD and this Written Development Agreement. The Master Development Plan shall not replace, supersede, or absolve the Owner/Developer from approvals for any site plan, preliminary plat, and/or final plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

8. **Indemnification.** The Owner/Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Subject Property, except those claims or liabilities caused by or arising from the negligence or

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intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether inspected, approved, or permitted by the City.

9. **Compliance.** The Owner/Developer agrees that it, and their successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer, or their successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy, or plan/plat approvals to the Subject Property, should the Owner/Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Development Agreement and the City's Land Development Code, the more restrictive regulations shall govern the development of the Subject Property.

10. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to such as signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed prior to the issuance of the first Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owner/Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation at the sole expense of the Owner/Developer. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owner/Developer or their successors and assigns in interest, without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owner/Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees. Notice to the Owner/Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided in **paragraph (16)** of this Agreement.

11. **Environmental and Tree Preservation.** The Owner/Developer is responsible to obtain all site related permits and approval prior to any development activity on or for the Subject Property. This may involve mitigation for habitat of threatened or endangered flora and fauna or species identified for protection (i.e., tree preservation). This Agreement does not vest or exempt the Owner/Developer from any permitting and mitigation obligations needed to develop a Subject Property.

12. **Homeowners Association or Property Owners Association.** The charter and by-laws of any Homeowner's Association ("HOA") or Property Owner's Association ("POA")

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for the Subject Property and any deed restrictions related thereto shall be furnished to the City for approval by the City Attorney prior to the recording thereof in the Public Records of Volusia County, Florida. Such recording shall take place before a Certificate of Occupancy is issued for the first development project on land covered by this Agreement. The HOA or POA shall at a minimum be responsible for maintaining the common open space, any common utility systems, such as for irrigation and site lighting, and project signage. The Owner/Developer shall be responsible for establishing the HOA or POA and recording said information in the Public Records of Volusia County, Florida. The City is not responsible for the enforcement of any agreements or deed restrictions entered into between property owners or occupiers of the Subject Property. If maintenance for the Subject Property is not maintained following issuance of a Certificate of Occupancy, the property owner shall be subject to code enforcement.

13. **Enforcement.** Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Volusia County, Florida, if either party breaches this Agreement. If enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer shall be responsible for the payment of all the City's costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Such costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon the Subject Property for said monies, until said are paid, in addition to such other obligations as this Agreement may impose upon the Subject Property and the Owner/Developer. Interest on unpaid overdue sums shall accrue at the rate of the lesser of eighteen percent (18%) compounded annually or at the maximum rate allowed by law.

14. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owner/Developer shall provide to the City such easements and other legal documentation, in a form mutually acceptable to the City Attorney and the Owner/Developer, as the City may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including but not limited to, sanitary sewer, potable water, and reclaimed water services, electric, cable, gas, fire protection and telecommunications.

15. **Periodic Review.** The City reserves the right to review the Subject Property in relation to this Agreement periodically to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds that based on substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may not issue development orders or permits until compliance with this Agreement has been established.

16. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

OWNER/DEVELOPER'S REPRESENTATIVES:

Nisbett Properties, LLC
Richard Nisbett

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332 John Anderson Drive
Ormond Beach, FL 32176

With copy to:

Robert A. Merrell III, Esquire
Cobb Cole
149 S. Ridgewood Avenue, Suite 700
Daytona Beach, FL 32114

CITY'S REPRESENTATIVES:
City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

With copy to:

Director
Community Development
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Owner/Developer's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

17. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner/Developer of the Subject Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

18. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

19. **Binding Effect.** This Agreement shall run with the land, and shall be binding upon and inure to the benefit of the Owner/Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Volusia County, Florida. This Agreement does not, and is not intended to, prevent, or impede the City from exercising its legislative authority as the same may affect the Subject Property.

20. **Subsequently Enacted State or Federal Law.** If either state of federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment

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shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

21. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Development Agreement is declared severable.

22. **Covenant Running with the Land.** This Agreement shall run with the Subject Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Subject Property or any portion thereof.

23. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Volusia County, Florida.

24. **Applicable Law/Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue of any litigation relating to this Agreement shall be in the courts of Volusia County, Florida.

25. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owner/Developer shall execute this Agreement within ten (10) business days of City Commission adoption and agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. Failure to execute this Agreement within ten (10) business days of this ordinance adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.

26. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof; provided however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

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27. **Amendments.** Amendments to the Master Development Plan (MDP) shall be subject to the requirements of Section 114-771(g)(4) of the City of Holly Hill Land Development Regulations, which state that minor amendments to the Preliminary Plan not violating any terms of the written development agreement and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator after such departmental comment as he/she deems appropriate. Minor changes shall be limited to items such as small adjustments to building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. Major amendments will require full review and shall include relocation of uses on the site, except as permitted by the MDP, changes to building styles, changes to landscaping requirements, etc. Decisions as to whether modifications are Major or Minor shall be at the sole discretion of the Development Code Administrator.

28. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the Owner, the Developer and the City have executed this Agreement.

OWNER/DEVELOPER

By:

_____ _____
Signature of Witness # 1 Signature

_____ _____
Print or type name Print or type name
As:

_____ _____
Signature of Witness #2 Print or type

ATTEST:

_____
Print or type name

_____
Signature

_____
Print or Type Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this ____ day of _____, _____ (year), by _____, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

_____

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Notary Signature

_____
Printed Name

Commission No.: _____
My Commission Expires: _____

CITY OF HOLLY HILL:

By: _____

Date: _____

ATTEST:

_____

Date: _____

Mailing Address:
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this ____ day of _____, _____ (year), by _____, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Signature

_____
Printed Name

Commission No.: _____
My Commission Expires: _____

Approved as to form and legality for use and

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reliance by the City of Holly Hill, Florida

_____

Scott Simpson, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION:

(NO. 4 - NEW OVERALL PUD BOUNDARY)

PART OF THE NORTH 1/2 OF LOTS 22 AND 23, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 1, AND PART OF LOT 1, AND ALL OF LOTS 2-7, BLOCK B, AND ALL OF LOTS 24-26, BLOCK C, AND A PORTION OF 13TH STREET AND THE UN-NAMED STREET, AMENDED PLAT OF FLEMING PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 19, PAGE 140, ALL OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 23, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE S25°41'21"E ALONG THE EAST LINE OF SAID LOT 23, AND THE EAST LINE OF BLOCK C, AMENDED PLAT OF FLEMING PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 19, PAGE 140, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 508.77 FEET TO THE NORTHEAST CORNER OF LOT 23, BLOCK C, SAID AMENDED PLAT OF FLEMING PARK; THENCE S64°21'37"W ALONG THE NORTH LINE OF SAID LOT 23 AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 165.00 FEET TO THE CENTER LINE OF AN UN-NAMED STREET AS SHOWN ON SAID AMENDED PLAT OF FLEMING PARK;, THENCE N25°41'21"W ALONG SAID CENTERLINE, A DISTANCE OF 15.00 FEET TO THE CENTERLINE OF 13TH STREET AS SHOWN ON SAID AMENDED PLAT OF FLEMING PARK; THENCE S64°21'37" ALONG SAID CENTERLINE, A DISTANCE OF 464.95 FEET TO THE EAST RIGHT-OF-WAY LINE OF OLD KINGS ROAD, HAVING A 60.00 FOOT RIGHT-OF-WAY; THENCE N25°39'45"W ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 44.78 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 50.22 FEET OF LOT 1, BLOCK B, SAID AMENDED PLAT OF FLEMING PARK; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN N64°21'37"E ALONG SAID SOUTH LINE, A DISTANCE OF 125.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE N25°39'45"W ALONG THE EAST LINE OF SAID LOT 1 AND LOT 2, BLOCK B, A DISTANCE OF 120.22 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE N64°21'37"E, ALONG THE NORTH LINE OF LOT 3, BLOCK B, SAID AMENDED PLAT OF FLEMING PARK, A DISTANCE OF 35.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 190.00 FEET OF LOT 22, AFORESAID MARY C. FLEMING SUBDIVISION OF

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THE THOMAS FITCH GRANT; THENCE N25°39'45"W, A DISTANCE OF 328.32 FEET TO A POINT ON THE SOUTH LINE OF LOT 13, SAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT; THENCE N64°18'17"E ALONG THE SOUTH LINE OF SAID LOT 13 AND LOT 12, SAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, A DISTANCE OF 469.72 FEET TO THE POINT OF BEGINNING.

AND

LOT 2, WESTSIDE NOVA COMMERCIAL PARK REPLAT, ACCORDING THE PLAT THEREOF, RECORDED IN MAP BOOK 47, PAGE 184, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SAID LANDS CONTAINING 8.05 ACRES, MORE OR LESS.

EXHIBIT "B"
PRELIMINARY DEVELOPMENT PLAN

Enacted and approved this 11th day of July, 2023, in Holly Hill

7. COMMUNICATIONS

A. City Manager Comments

Mr. Forte thanked the Mayor for his input on this and that is the fence around that portion of the HHK-8 School was installed and it gives that additional level of security that we all were looking for. Mr. Forte informed the Mayor and Commissioners that staff is meeting on a weekly basis to discuss the motels that the Commission talked about during the last Commission meeting and we're taking the approach at looking at the motels with regards to how they operate. They're supposed to be transient motels, which means if somebody comes there and they stay for less than 30 days as opposed to tenancy where they rent for long periods of time. We're looking at it from a Code Enforcement perspective, a building perspective, from a use perspective. We're not going to give them anymore time. Time is up. He has already sent three (3) of the motels to Attorney Simpson that have excessive fines on them and we're going to proceed with foreclosure proceedings, providing we can go ahead and do that. He just wanted to make the Mayor and Commissioners aware that staff is moving forward with that as quickly as they can.

B. City Attorney Comments

Attorney Simpson mentioned that he would not be at the next Commission meeting.

C. City Commission Comments

Commissioner Penny informed the Mayor and Commissioners that there was a Volusia League of Cities Board meeting today and he put in the request that we would respectfully ask to change the Holly Hill meeting date to December 14th so we can host it

Attachment: Minutes - July 11, 2023 - Regular City Commission meeting (4185 : Minutes)

at Pictona and that there was a conflict at Pictona on December 7th and the Board unanimously approved it. Commissioner Penny shared his concerns about the public restrooms at the parks. He believes they need to do something about and have a workshop to discuss the issues and concerns and see what the city can do to resolve the ongoing issues. The public restrooms in the parks are a huge problem. It's not the residents doing the damage or causing the issues, it's the people that don't live here and the vagrants. It's no fault to the city's janitorial staff. He has personally witnessed the mess and damage just shortly after it being cleaned by the city's janitorial staff.

There was *consensus* to workshop this issue and see what can be done to help resolve the issues discussed.

Commissioner Johnson mentioned that the LPGA Blvd., study is on the top of the list still and that there are summer camps taking place at the Volusia Sports Center.

Commissioner Currie mentioned that she will not be at the next Commission meeting. She will be attending her annual family reunion out of State.

D. Mayor's Comments

Mayor Via thanked Mr. Walker and staff for getting the LPGA Blvd., on the study list. He appreciates Mr. Walker and everything he does. He just wants to make that clear because it was said earlier that the ball was dropped somewhere and he doesn't believe that to be true. He just wanted to publicly say thank you for all that he does for the city seen and unseen. Mayor Via thanked the Police Department, Officer McCorkle and Officer Weiss delivered a baby the other night at the Walgreens parking lot. He saw the video and news report and it was a great story. Mayor Via thanked Police Chief Miller for making it a priority to make sure that our city's schools is the safest it absolutely, positively can be and it's crazy that in this world we even have to think those ways and he knows that he has sat in on a couple of meetings with the Chief and Captain Yates, top priority and he knows that the Police Department is training now at the school; yesterday, today and tomorrow and thank you for fighting for the fencing that was needed outside that this community deserved and Mr. Forte as well for reaching out to the Superintendent making sure that got done. At the end of the day, we don't control the school but our community goes there and we have a right to make sure that they are safe. There's good work that is being done by the officers. He was honored to attend the Police Awards Ceremony and he is looking forward to more of those. He's interested in talking more about the bathrooms. He wants to see how they can keep them open. Maybe additional security. No answers yet. Chief, maybe we can talk about having surveillance there and some type of log to check it.

8. ADJOURNMENT

The meeting adjourned at approximately 6:50 PM.

Attachment: Minutes - July 11, 2023 - Regular City Commission meeting (4185 : Minutes)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **July 25, 2023**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggyback of the New Smyrna Beach Utilities Contract (Itb# 08-23)32391A, Approving an Emergency Sewer Pumping Agreement with Cloud 9 Services, LLC in an Amount Not to Exceed $25,000 and Authorizing the City Manager to Execute the Same; and Providing for an Effective Date.**
NUMBER: **2023-R-33**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill maintains wastewater collection and treatment to protect the health and well-being of the community. The system includes a sewer collection system with 28 lift stations to transfer sanitary sewage to a state permitted 3-million-gallon wastewater treatment plant. This utility system requires routine maintenance and remedial pumping services to ensure uninterrupted sewer collection, the maintenance of the waste water treatment plant capacity, or to remediate broken pipes or lift station failure. The city has one VacCon pumping truck, but during hurricanes or unforeseen breaks, additional sewer pumping is essential to minimize environmental impacts. The pumping services can also be invaluable for maintenance of the collection system, removing grease and rags which can cause interrupted services.

Cloud 9 Services, LLC has a Master Agreement with the New Smyrna Utilities for contract pumping services. The hourly cost structure for pumping services includes VacCon Truck and pumper truck services ~~a~~ starting at $265.00/hour for route work and $275/hour for emergency services. The New Smyrna Beach Utility Agreement, was approved on June 7, 2023 with the affiliated contract and cost structure included under 'Exhibit A'.

Policy 2.39 of the City's Purchasing Policy states "The City may utilize (piggy-back) any other government entity's open contracts that have been competitively bid and awarded to the low responsive, responsible bidder meeting specifications, in accordance with City Purchasing regulations the City may also piggyback off U.S. General Services Administration, "GSA Contracts". When another entity's contract is to be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award." This section of the Purchasing Policy is included under 'Exhibit B".

Staff recommend that the City Commission approve a purchase not to exceed $25,000.00 annually for sewer pumping services.

FISCAL ANALYSIS:

No expenditures are being requested at this time. However, staff do recommend that $25,000 is set aside so that a competitive price is established should emergency pumping services be required.

Staff recommend that an amount of $25,000 is transferred from sewer operating supplies general ledger account 400-3020-535-5201 into sewer other services general ledger account 400-3020-535-3400 in order to allow for this encumbrance. A budget amendment request to transfer funds is included under 'Exhibit C'.

STAFF RECOMMENDATION:

Approve the piggyback of New Smyrna Beach Utility agreement (ITB# 08-23), approve the contract as needed services from Cloud 9 Services, LLC in an amount not to exceed $25,000 annually and authorize the City Manager to execute the same.

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 THE PIGGYBACK OF THE NEW SMYRNA BEACH UTILITIES (ITB# 08-23), APPROVE THE PURCHASE OF SEPTIC SEWER PUMPING SERVICES FROM CLOUD 9 SERVICES, LLC IN AN AMOUNT NOT TO EXCEED $25,000 ANNUALLY FOR THE TERM OF THE CONTRACT WITH 3 ANNUAL RENEWALS NOT TO EXCEED 4 YEARS AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - NSB Utility Agreement ITB 18-23 (PDF)
- Exhibit B - Purchasing Policy Section 2.39 (PDF)
- Exhibit C - Budget Amendment Request (PDF)

Resolution No. 2023-33

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF THE NEW SMYRNA BEACH UTILITIES CONTRACT (ITB# 08-23)32391A, APPROVING AN EMERGENCY SEWER PUMPING AGREEMENT WITH CLOUD 9 SERVICES, LLC IN AN AMOUNT NOT TO EXCEED $25,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF THE NEW SMYRNA BEACH UTILITIES CONTRACT (ITB# 08-23)32391A, APPROVING AN EMERGENCY SEWER PUMPING AGREEMENT WITH CLOUD 9 SERVICES, LLC IN AN AMOUNT NOT TO EXCEED $25,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City utility system requires assistance with contract septic sewer pumping services to provide for preventative maintenance, planned outages and emergencies to ensure uninterrupted services to the community and spill remediation; and

WHEREAS, Cloud 9 Services, LLC has an active Agreement (ITB # 08-23) with the New Smyrna Beach Utilities for the septic sewer pumping services which the City of Holly Hill may piggyback; and

WHEREAS, adequate funds are available within the sewer operating budget to pay for the purchase of services in an amount not to exceed $25,000 annually.

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

SECTION 1. That the Commission of the City of Holly Hill approve the piggybacking of the New Smyrna Beach Utilities Agreement (ITB# 08-23) with Cloud 9 Services, LLC.

SECTION 2. That the Commission of the City of Holly Hill approve as needed purchase of septic sewer pumping services from Cloud 9 Services, LLC in an amount not to exceed $25,000 annually, and authorize the City Manager to execute the same.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or

impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE That this Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 25th day of JULY, 2023.

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NEW SMYRNA BEACH UTILITIES
ITB# 08-23

AGREEMENT FOR SEPTIC SEWER PUMPING SERVICES

THIS AGREEMENT FOR SEPTIC SEWER PUMPING SERVICES ("AGREEMENT") is made and entered into this 07 day of June, 2023, by and between the **NEW SMYRNA BEACH UTILITIES**, located at 200 Canal Street, New Smyrna Beach, Florida 32168, and **Cloud 9 Services, LLC** (hereafter **SERVICE PROVIDER")**, located at **1201 W Jackson St. Orlando, FL 32805.**

RECITALS

1. The **NEW SMYRNA BEACH UTILITIES** was created by special act of the Florida Legislature as a political subdivision of the State of Florida with certain powers, authorities, and duties related to the provision of water, wastewater, reclaimed water, and electric utility services, including the authority to enter into contracts.

2. The **NEW SMYRNA BEACH UTILITIES** wishes to obtain **Septic Sewer Pumping Services**

3. The **SERVICE PROVIDER** is willing to provide such services.

ACCORDINGLY, for and in consideration of the Recitals hereof, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the Parties, the Parties hereby covenant and agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct and form a material part of this Agreement.

SECTION 2. TERM. This Agreement is to be become effective upon execution by both parties. The initial term shall be for **ONE** (1) year(s). Additionally, the parties agree that this Agreement may be renewed beyond the initial term, up to **Three** (3) additional one-year periods upon mutual agreement in writing. Either party may elect to terminate the Agreement by giving written notice prior to **FIFTEEN DAYS (15).**

SECTION 4. CHANGES IN THE SCOPE OF WORK.

4.1 NEW SMYRNA BEACH UTILITIES may make changes in the services at any time by giving written notice to **SERVICE PROVIDER**. If such changes increase, decrease or eliminate any amount of work, **NEW SMYRNA BEACH UTILITIES** and **SERVICE PROVIDER** will negotiate any change in total cost or schedule modifications. If **NEW SMYRNA BEACH UTILITIES** approves, **NEW SMYRNA BEACH UTILITIES** shall amend the Scope of Services to reflect the modifications; and **SERVICE PROVIDER** shall be compensated for said services in accordance with the terms of Section 5 herein. All change orders shall be in writing and executed by both **NEW SMYRNA BEACH UTILITIES** designated representative and the **SERVICE PROVIDER**.

Attachment: Exhibit A - NSB Utility Agreement ITB 18-23 (2023-R-33 : Sewer Pumping Contract)

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NEW SMYRNA BEACH UTILITIES
ITB# 08-23

4.2 All of **NEW SMYRNA BEACH UTILITIES** said Scope of Services and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

SECTION 5. SCHEDULE AND PERIOD OF PERFORMANCE.

5.1 **SERVICE PROVIDER** shall perform its services in conformance with the agreed upon schedule. **SERVICE PROVIDER** shall complete all of said services in a timely manner and will keep **NEW SMYRNA BEACH UTILITIES** apprised of the status of work on a monthly basis. Should **SERVICE PROVIDER** fall behind the agreed-upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

5.2 No extension for completion of services shall be granted to **SERVICE PROVIDER** without **NEW SMYRNA BEACH UTILITIES** prior written consent, except as provided in Sections 4.1 and 22.1 herein.

SECTION 6. COMPENSATION FOR SERVICES. **NEW SMYRNA BEACH UTILITIES** agrees to compensate **SERVICE PROVIDER** for services properly performed at the rates of:

Rates Effective 6/27/23-6/26/24

Planned Outage (24-48 Hours Response)			
Description	**Qty**	**Hourly Rate**	**Overtime**
Vac-Con	1	$265.00	$275.00
Pumper Truck (0-2,000 Gallons)	1	$265.00	$275.00
Pumper Truck (2,000-5,000 Gallons)	1	$265.00	$275.00
Pumper Truck (5,000+ Gallons)	1	No Bid	No Bid
Emergency Events (Average 2 Hours Response)			
Vac-Con	1	$275.00	$285.00

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NEW SMYRNA BEACH UTILITIES
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Pumper Truck (0-2,000 Gallons)	1	$275.00	$285.00
Pumper Truck (2,000-5,000 Gallons)	1	$275.00	$285.00
Pumper Truck (5,000+ Gallons)	1	No Bid	No Bid
Emergency Events (24 Hours' Notice)			
Vac-Con	1	$265.00	$275.00
Pumper Truck (0-2,000 Gallons)	1	$265.00	$275.00
Pumper Truck (2,000-5,000 Gallons)	1	$265.00	$275.00
Pumper Truck (5,000+ Gallons)	1	No Bid	No Bid

SECTION 7. PAYMENT; INVOICES.

7.1 Invoices for **SERVICE PROVIDER'S** services shall be submitted to the **NEW SMYRNA BEACH UTILITIES** at monthly intervals for services rendered during the previous period. Each invoice shall delineate the period in which the services were rendered; shall include a summary of the progress to date as a percentage of the major phases of the work. Each invoice shall be certified as correct by a duly authorized representative of **SERVICE PROVIDER**. The bill[s] shall identify the services completed and the amount charged.

7.2 **NEW SMYRNA BEACH UTILITIES** or its authorized representative shall have the right, at all reasonable times, at its own expense, to inspect and audit the books and records of **SERVICE PROVIDER** insofar as they pertain to the direct charges payable by **NEW SMYRNA BEACH UTILITIES** under this Agreement and such audit is performed within three (3) years after the expiration of this Agreement. The composition of fixed rates will not be subject to audit.

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7.3 All invoices shall be due and payable thirty (30) days from receipt thereof by **NEW SMYRNA BEACH UTILITIES**, subject to **NEW SMYRNA BEACH UTILITIES** right to contest, in good faith, all or any part of the charges set forth therein. Payment of invoices shall not be unreasonably withheld by **NEW SMYRNA BEACH UTILITIES**, but the **NEW SMYRNA BEACH UTILITIES** reserves the right to reject any statement which fails to adequately describe the services rendered by **SERVICE PROVIDER.** Upon written notice to **SERVICE PROVIDER**, payment may be withheld, in whole or in part, for **SERVICE PROVIDER'S** failure to comply with a term, condition or requirement of this Agreement. **SERVICE PROVIDER** will help effect resolution and transmit a revised invoice as necessary. Thereafter, the withheld amount(s) shall be paid upon **SERVICE PROVIDER'S** satisfactory demonstration of compliance to the **NEW SMYRNA BEACH UTILITIES**. Amounts not questioned by **NEW SMYRNA BEACH UTILITIES** shall be promptly paid to **SERVICE PROVIDER** in accordance with the above payment procedures.

SECTION 8. RIGHT TO INSPECTION. **NEW SMYRNA BEACH UTILITIES** or its affiliates shall at all times have the right to review or observe the services performed by **SERVICE PROVIDER**. No inspection, review, or observation shall relieve **SERVICE PROVIDER** of its responsibility under this Agreement.

SECTION 9. WARRANTY AND ACCEPTANCE. The SERVICE PROVIDER agrees that all material shall be new and workmanship shall be first class in every respect. The work shall be subject to inspection and acceptance by the **NEW SMYRNA BEACH UTILITIES**. **SERVICE PROVIDER** guarantees its work hereunder for a period of 12 months after completion and acceptance of the work unless otherwise set forth herein. In the event **NEW SMYRNA BEACH UTILITIES** discovers defects in material or workmanship at any time before the expiration of the specified warranty period, **SERVICE PROVIDER** shall, upon written notice from the **NEW SMYRNA BEACH UTILITIES**, repair or replace at its sole expense any such defects. The **NEW SMYRNA BEACH UTILITIES** may perform such repairs or replacements by other reasonable means and **SERVICE PROVIDER** agrees to pay for such corrective measures. Neither acceptance of the work by the **NEW SMYRNA BEACH UTILITIES** nor payment shall relieve **SERVICE PROVIDER** from liability under the indemnity clause or any of the guarantees or warranties contained or implied herein.

SECTION 10. SAFETY. To the extent the **NEW SMYRNA BEACH UTILITIES** safety standards do not violate other County, State or Federal standards, **SERVICE PROVIDER** agrees to comply with **NEW SMYRNA BEACH UTILITIES** safety standards while on the property of the **NEW SMYRNA BEACH UTILITIES**. **SERVICE PROVIDER** shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services provided hereunder.

SECTION 11. INSURANCE.

11.1 SERVICE PROVIDER shall maintain in force during the term of this Agreement, at its own expense, public liability insurance and other insurance coverage as set forth in Exhibit "B" which is hereby made a part of this Agreement.

Attachment: Exhibit A - NSB Utility Agreement ITB 18-23 (2023-R-33 : Sewer Pumping Contract)

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11.2 SERVICE PROVIDER and **NEW SMYRNA BEACH UTILITIES** waive all rights against each other and their respective directors, officers, partners, New Smyrna Beach Utilities, officials, agents, subcontractors, SERVICE PROVIDERs, and employees for damages covered by any type of property insurance during and after the completion of the services. A similar provision shall be incorporated into all construction contractual arrangements entered into by **NEW SMYRNA BEACH UTILITIES** and shall protect **NEW SMYRNA BEACH UTILITIES** and **SERVICE PROVIDER** to the same extent. All project contractors shall be required to include **NEW SMYRNA BEACH UTILITIES** and **SERVICE PROVIDER** as additional insureds on their general liability insurance policies.

SECTION 12. STANDARDS OF CONDUCT; COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS.

12.1 The **SERVICE PROVIDER** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the **SERVICE PROVIDER** to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the **SERVICE PROVIDER** any fee, New Smyrna Beach Utilities, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

12.2 The **SERVICE PROVIDER** covenants that it or any of its employees presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder.

12.3 The **SERVICE PROVIDER** agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to services performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The **SERVICE PROVIDER** agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the services performed.

12.4 The **SERVICE PROVIDER** shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

12.5 The **SERVICE PROVIDER** warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the **SERVICE PROVIDER** to solicit or secure this agreement and that he has not paid or agreed to pay any person, company, corporations, individual, or firm, other than a bona fide employee working solely for the **SERVICE PROVIDER** any fee, New Smyrna Beach Utilities, percentage, gift or other consideration contingent upon or resulting from the award or making of this agreement.

12.6 **SERVICE PROVIDER** is subject to the provisions of Section 287.133(2)(a), Florida Statutes, on Public Entity Crimes.

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NEW SMYRNA BEACH UTILITIES
ITB# 08-23

SECTION 13. SERVICE PROVIDER'S REPRESENTATIONS. On behalf of its employees, agents, servants and contractors, SERVICE PROVIDER represents and warrants to the **NEW SMYRNA BEACH UTILITIES** each of the following:

13.1 SERVICE PROVIDER represents that the services provided hereunder shall conform to all requirements of this Agreement; shall be consistent with recognized and sound consulting practices and procedures; and shall conform to the professional standards of care, skill, and diligence appropriate to the nature of the services rendered.

13.2 SERVICE PROVIDER represents that the personnel furnishing such services shall be qualified and competent to perform the services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best personal knowledge and judgment.

13.3 SERVICE PROVIDER represents that if **SERVICE PROVIDER**, through its negligent acts, errors, or omissions, causes any injury to **NEW SMYRNA BEACH UTILITIES** or causes any physical damage to, or destruction of, any of **NEW SMYRNA BEACH UTILITIES** property during the term of this Agreement, it shall be liable for said injuries and/or damages, including reasonable attorney fees and costs incurred as a result therefrom.

13.4 SERVICE PROVIDER represents that none of SERVICE PROVIDER's principals or the immediate family of SERVICE PROVIDER's principals has a compensation arrangement of any kind with City. For purposes of this subsection, the term "immediate family" shall include a spouse, natural or adoptive parent, child or sibling, stepparent, stepchild, stepbrother or stepsister, father-in-law, mother-in-law, grandparent, grandchild or spouse of a grandparent or grandchild. For purposes of this subsection, compensation shall be defined as any type of remuneration directly or indirectly, overtly or covertly, paid in cash or in kind.

13.5 SERVICE PROVIDER represents that it is not undergoing any type of audit by a public or private, state or regulatory body or auditing entity.

13.6 SERVICE PROVIDER represents that it and its principals have not engaged in, and during the term of this Agreement agree not to engage in, any activities prohibited under the federal anti-kickback laws (42 U.S.C. 1320a-7, 1320a-7a, 1320a-7b), the regulations promulgated pursuant to such federal statutes, related state or local statutes or regulations, or rules of professional conduct.

13.7 Should **SERVICE PROVIDER** breach the representations set forth above, **NEW SMYRNA BEACH UTILITIES** shall have such remedies as are set forth in this Agreement. To the extent an applicable remedy is not provided herein, both Parties shall have all such remedies as allowed under the laws of the State of Florida. Additionally, without limiting the generality of the foregoing, if prior to the expiration of two (2) years from the date **SERVICE PROVIDER** completes its services hereunder, **SERVICE PROVIDER'S** services are negligent or erroneous and **NEW SMYRNA BEACH**

Attachment: Exhibit A - NSB Utility Agreement ITB 18-23 (2023-R-33 : Sewer Pumping Contract)

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UTILITIES notifies **SERVICE PROVIDER** in writing that a negligent error or omission has been discovered in **SERVICE PROVIDER'S** services, **SERVICE PROVIDER** shall correctly perform such negligent services at no additional cost to **NEW SMYRNA BEACH UTILITIES** and within a reasonable time period.

SECTION 14. GUARANTEE AGAINST INFRINGEMENT. **SERVICE PROVIDER** guarantees that all services provided under this Agreement shall be free from claims of patent, copyright, and trademark infringement. **SERVICE PROVIDER** shall indemnify, hold harmless, and defend **NEW SMYRNA BEACH UTILITIES**, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, services, or other item delivered under this Agreement.

SECTION 15. INDEMNIFICATION. **SERVICE PROVIDER** shall defend. indemnify, and hold harmless the **NEW SMYRNA BEACH UTILITIES**, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with **SERVICE PROVIDER'S** negligent performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the **SERVICE PROVIDER** and third parties made pursuant to this Agreement. **SERVICE PROVIDER** shall reimburse the **NEW SMYRNA BEACH UTILITIES** for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with **SERVICE PROVIDER'S** performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable. The provisions of this section shall survive termination of this Agreement. Ten dollars ($10) of the payments made by the **NEW SMYRNA BEACH UTILITIES** constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the **SERVICE PROVIDER**.

SECTION 16. AUDIT; PUBLIC RECORDS RETENTION; DOCUMENTS; OWNERSHIP.

16.1 Upon **NEW SMYRNA BEACH UTILITIES** or its designated Project Leader's request, at any time during the term of this Agreement or upon completion or termination of this Agreement, **SERVICE PROVIDER** shall provide **NEW SMYRNA BEACH UTILITIES** or its designated Project Leader with a copy of all documents prepared by **SERVICE PROVIDER** under this Agreement. Documents shall be original and PDF versions.

16.2 The parties acknowledge that the **NEW SMYRNA BEACH UTILITIES** is a part of the government of the City of New Smyrna Beach, Florida, and subject to the Florida Public Records Law. **SERVICE PROVIDER** has been advised the **NEW SMYRNA BEACH UTILITIES** that all its activities are subject to the Public Records Law (Chapter 119, Florida Statutes) and the Sunshine Law (Section 286.011, Florida

Attachment: Exhibit A - NSB Utility Agreement ITB 18-23 (2023-R-33 : Sewer Pumping Contract)

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Statutes), and agrees to maintain all records necessary to comply with the requirement of such laws, and for the proper supervision of the services performed pursuant to this Agreement. SERVICE PROVIDER agrees to comply with all **NEW SMYRNA BEACH UTILITIES** policies and procedures in observing the requirement of said laws. **SERVICE PROVIDER** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the **SERVICE PROVIDER** in conjunction with this **AGREEMENT**. Specifically, the **SERVICE PROVIDER** must:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the **NEW SMYRNA BEACH UTILITIES** in order to perform the services being performed by the **SERVICE PROVIDER**.

(2) Provide the public with access to public records on the same terms and conditions that the **NEW SMYRNA BEACH UTILITIES** would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the **NEW SMYRNA BEACH UTILITIES** all public records in possession of the **SERVICE PROVIDER** 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 **NEW SMYRNA BEACH UTILITIES** in a format that is compatible with the information technology systems of the **NEW SMYRNA BEACH UTILITIES**.

The **SERVICE PROVIDER** shall promptly provide the **NEW SMYRNA BEACH UTILITIES** with a copy of any request to inspect or copy public records in possession of the **SERVICE PROVIDER** and shall promptly provide the **NEW SMYRNA BEACH UTILITIES** a copy of the **SERVICE PROVIDER'S** response to each such request. Failure to grant such public access will be grounds for immediate termination of this **AGREEMENT** by the **NEW SMYRNA BEACH UTILITIES**.

16.3 NEW SMYRNA BEACH UTILITIES shall have the right to audit the books, records and accounts of **SERVICE PROVIDER** that are related to the performance of Services pursuant to this Agreement. **SERVICE PROVIDER** shall keep such books, records and accounts as may be necessary in order to record complete and correct entries related to this Agreement. **SERVICE PROVIDER** shall preserve and make available, at reasonable times for examination and audit by **NEW SMYRNA BEACH UTILITIES**, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books,

Attachment: Exhibit A - NSB Utility Agreement ITB 18-23 (2023-R-33 : Sewer Pumping Contract)

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records and accounts shall be retained until resolution of the audit findings If the Florida Public Records Act is determined by **NEW SMYRNA BEACH UTILITIES** to be applicable to **SERVICE PROVIDER'S** records, **SERVICE PROVIDER** shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by **SERVICE PROVIDER**. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for **NEW SMYRNA BEACH UTILITIES** disallowance and/or recovery of any payment upon such entry. The **SERVICE PROVIDER** shall retain all records relating to this Agreement for five years after the **NEW SMYRNA BEACH UTILITIES** makes final payment and all other pending matters are closed.

16.4 Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of **NEW SMYRNA BEACH UTILITIES**. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by **SERVICE PROVIDER**, whether finished or unfinished, shall become the property of **NEW SMYRNA BEACH UTILITIES** and shall be delivered by **SERVICE PROVIDER** to the **NEW SMYRNA BEACH UTILITIES** within seven (7) days of termination of this Agreement by either party. Any compensation due to **SERVICE PROVIDER** may be withheld until all documents are received as provided herein.

SECTION 17. ASSIGNMENT

17.1 **SERVICE PROVIDER** shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of **NEW SMYRNA BEACH UTILITIES**. All requirements to be observed by the **SERVICE PROVIDER** shall be observed by all subcontractors.

17.2 If upon receiving written approval from **NEW SMYRNA BEACH UTILITIES**, any part of this Agreement is subcontracted by **SERVICE PROVIDER**, **SERVICE PROVIDER** shall be fully responsible to **NEW SMYRNA BEACH UTILITIES** for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

17.3 If **NEW SMYRNA BEACH UTILITIES** determines that any subcontractor is not performing in accordance with this Agreement, **NEW SMYRNA BEACH UTILITIES** shall so notify **SERVICE PROVIDER** who shall take immediate steps to cancel the subcontract, or correct the deficiency. **NEW SMYRNA BEACH UTILITIES** shall also be given permission to communicate directly to the subcontractor, which communication shall not constitute interference with contractor/subcontractor relationship, provided that **NEW SMYRNA BEACH UTILITIES** notifies **SERVICE PROVIDER** in writing of said communication.

17.4 If any part of this Agreement is subcontracted by **SERVICE PROVIDER** prior to commencement of any work by the subcontractor, **SERVICE PROVIDER** shall require the subcontractor to provide **NEW SMYRNA BEACH UTILITIES** with insurance coverage as set forth by Section 11 and Exhibit "B".

Attachment: Exhibit A - NSB Utility Agreement ITB 18-23 (2023-R-33 : Sewer Pumping Contract)

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NEW SMYRNA BEACH UTILITIES
ITB# 08-23

SECTION 18. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship will be created by this Agreement. It is understood that **NEW SMYRNA BEACH UTILITIES** does not agree to use **SERVICE PROVIDER** exclusively. It is further understood that **SERVICE PROVIDER** is free to contract for similar services to be performed for others while under contract with **NEW SMYRNA BEACH UTILITIES**. The parties expressly acknowledge that **SERVICE PROVIDER** is an independent SERVICE PROVIDER, and nothing contained in this Agreement will be deemed or construed to create a partnership or joint venture between **NEW SMYRNA BEACH UTILITIES** and **SERVICE PROVIDER** or any other relationship between the parties. Additionally, nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or to allow **NEW SMYRNA BEACH UTILITIES**, or its agents, representative, or employees, to exercise control or direction over the manner or method by which SERVICE PROVIDER performs any services which are the subject of this Agreement.

SECTION 19. AUTHORIZATION. **SERVICE PROVIDER** shall not, without authorization first being given by **NEW SMYRNA BEACH UTILITIES**: a) Use or pledge money or credit of the **NEW SMYRNA BEACH UTILITIES**, except in the usual and regular course of business and on account of or for the benefit of the **NEW SMYRNA BEACH UTILITIES**; b) Release or discharge any debt due to **NEW SMYRNA BEACH UTILITIES** without receiving the full amount thereof; c) Commit any act causing seizure or attachment of the **NEW SMYRNA BEACH UTILITIES** property; or d) Cause **NEW SMYRNA BEACH UTILITIES** to become a guarantor, surety, or endorser, or give any note which obligates the **NEW SMYRNA BEACH UTILITIES**.

SECTION 20. TAXES. **SERVICE PROVIDER** shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, Social Security, and income tax laws, with respect to **SERVICE PROVIDER'S** performance of this Agreement.

SECTION 21. DEFAULT. If, during the term of this Agreement, **SERVICE PROVIDER** shall be in default of any provision of this Agreement, **NEW SMYRNA BEACH UTILITIES** may suspend its payment or performance hereunder until such delinquency or default has been corrected; provided, however, that no suspension shall be effective unless and until **NEW SMYRNA BEACH UTILITIES** gives notice of the default to **SERVICE PROVIDER** with at least ten (10) days to cure such default.

SECTION 22. TERMINATION. Notwithstanding any other provision of this Agreement, **NEW SMYRNA BEACH UTILITIES** may, upon fifteen (15) days written notice to **SERVICE PROVIDER**, terminate this Agreement if: (a) **SERVICE PROVIDER** is adjudged to be bankrupt; (b) **SERVICE PROVIDER** makes a general assignment for the benefit of its creditors; (c) **SERVICE PROVIDER** fails to comply with any of the conditions or provisions of this Agreement; or (d) **SERVICE PROVIDER** is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy **NEW SMYRNA BEACH UTILITIES** may have under this Agreement; or (e) when deemed by the **NEW SMYRNA BEACH UTILITIES** (in its sole discretion) is in the best interest of the **NEW SMYRNA BEACH UTILITIES**. In the event of such termination, **NEW SMYRNA BEACH UTILITIES**

Attachment: Exhibit A - NSB Utility Agreement ITB 18-23 (2023-R-33 : Sewer Pumping Contract)

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shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination.

SECTION 23. FORCE MAJEURE. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown or damage to **NEW SMYRNA BEACH UTILITIES** generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes.

SECTION 24. NOTICE. Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid, to:

For SERVICE PROVIDER:

Cloud 9 Services, LLC
Attention: Curtis Walker- President
1201 W. Jackson St
Orlando FL, 32805
(407) 481-2750

For NEW SMYRNA BEACH UTILITIES:

New Smyrna Beach Utilities
Attention : Director of Water Resources
P.O. Box 100
New Smyrna Beach, FL 32170-0100
(386) 427-1361

SECTION 25. GOVERNING LAW. This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida.

SECTION 26. SEVERABILITY. In the event any portion of part of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of competent jurisdiction, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

Attachment: Exhibit A - NSB Utility Agreement ITB 18-23 (2023-R-33 : Sewer Pumping Contract)

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NEW SMYRNA BEACH UTILITIES
ITB# 08-23

SECTION 27. WAIVER AND ELECTION OF REMEDIES.

27.1 Waiver by **NEW SMYRNA BEACH UTILITIES** of any term, condition, or provision of this Agreement shall not be considered a waiver of any term, condition, or provision in the future.

27.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

27.3 Notwithstanding any other provision of this Agreement, the provisions of Sections 13, 14 and 15 shall survive the termination or expiration of this Agreement.

SECTION 28. THIRD PARTY RIGHTS. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than **NEW SMYRNA BEACH UTILITIES** and **SERVICE PROVIDER**.

SECTION 29. LIMITATION OF LIABILITY. To the fullest extent permitted by law, **SERVICE PROVIDER'S** total liability for any and all claims, losses, damages and expenses resulting in any way from this Agreement shall not exceed the total compensation received by **SERVICE PROVIDER** under the applicable Scope of Services notwithstanding the fault, tort (including negligence), strict liability or other basis of legal liability of the **SERVICE PROVIDER** and shall extend to its officers, directors, employees, licensors, agents, subcontractors, vendors and related entities.

SECTION 30. CONSEQUENTIAL DAMAGES. Notwithstanding any provision in this Agreement to the contrary, and to the fullest extent permitted by law, **NEW SMYRNA BEACH UTILITIES** shall not be liable to **SERVICE PROVIDER** for loss of profits, revenue, use, opportunity, and goodwill; cost of substitute facilities, goods, and services; cost of capital; and increased operating costs.

SECTION 31. ENTIRE AGREEMENT. This Agreement, including Exhibits "A" and "B" constitutes the entire agreement between **NEW SMYRNA BEACH UTILITIES** and **SERVICE PROVIDER** with respect to the services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

SECTION 32. JOINT PREPARATION. Preparation of this Agreement has been a joint effort of **NEW SMYRNA BEACH UTILITIES** and **SERVICE PROVIDER** and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Attachment: Exhibit A - NSB Utility Agreement ITB 18-23 (2023-R-33 : Sewer Pumping Contract)

NEW SMYRNA BEACH UTILITIES
ITB# 08-23

NEW SMYRNA BEACH UTILITIES:

NEW SMYRNA BEACH UTILITIES

By: Efren Chavez

DocuSigned by: Efren Chavez

Director of Finance/CFO

ATTEST: DocuSigned by: Rachel Krampf

By: David Cox

DocuSigned by: David Cox

Director of Department

SERVICE PROVIDER:

Cloud 9 Services LLC

By:

Its: Curtis Walker President

ATTEST: Emily Quinones

Its: Emily Quinones

(CORPORATE SEAL)

EXHIBIT A

SCOPE OF WORK

This specification covers the work necessary by the contractor to provide septage hauling services for New Smyrna Beach Utilities during Emergency or Planned system outages that require septic hauling beyond the capacity of staff. The coverage area is NSBU's water and wastewater service area (see Attachment A).

WORK SPECIFIED HEREIN

Provide septage hauling services for New Smyrna Beach Utilities during emergency and planned outages. Primary disposal location of septage is at the Water Reclamation Facility, 3119 State Road 44, New Smyrna Beach, FL 32168. Alternative disposal locations would be master lift stations and/or sanitary manholes located throughout the service area and as authorized by NSBU staff. If disposal at any location other than the primary is needed, the Contractor will be given prior notification. Contractor will perform loading and unloading of truck without assistance from NSBU employees. Hauling

Attachment: Exhibit A - NSB Utility Agreement ITB 18-23 (2023-R-33 : Sewer Pumping Contract)

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locations will be provided via email to the Contractor prior to hauling and in print onsite if needed.

1. **EQUIPMENT:**
   1.1 **General for:**
   Septage
   Hauler
   Vehicles
   Vac-con
   Truck
   Pumper Truck

Ability to load/unload without NSBU assistance. Outfitted with all connections/fittings/tubes/hoses necessary to perform work required. Working caution and area lights required. No leaking fuels from vehicle. Vehicle must meet all FDOT regulations.

2. **EXECUTION:**
   2.1 **Locations:**
   Contractor to respond to all areas inside NSBUs service area. See map (attachment A)

   2.2 **Response Time**
   A) **Planned Outage**
   NSBU to provide Contractor at least 48 hrs. notice of planned outage. Contractor to have all pumping vehicles onsite two hours prior to outage start time.

   B) **Emergency Response**
   Contractor to be onsite in an average of two hours of notification.
   In the event of an impending hurricane NSBU would be provide 24 hours' notice to successful contractor

   2.3 **Spills**
   Contractor responsible for any spills and/or cleanup/restoration that results after septage is loaded onto truck and prior to offload at approved NSBU location. Contractor to submit a spill prevention plan along with a restoration plan if a spill occurs.

EXHIBIT "B": INSURANCE REQUIREMENTS

I. INSURANCE: Except as otherwise specified in this contract, the **SERVICE PROVIDER** and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverage with limits set forth below with insurers and under forms of policies satisfactory to the **NEW SMYRNA BEACH UTILITIES**. It shall be the responsibility of the **SERVICE PROVIDER** and its subcontractors to maintain adequate insurance coverage and to assure that

Attachment: Exhibit A - NSB Utility Agreement ITB 18-23 (2023-R-33 : Sewer Pumping Contract)

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subcontractors are adequately insured at all times. Failure of the **SERVICE PROVIDER** and its subcontractors to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.

The **SERVICE PROVIDER** and its subcontractors shall furnish to the **NEW SMYRNA BEACH UTILITIES** such Certificates of Insurance or endorsements required by the provisions set forth herein, which Certificates of Insurance shall name the **NEW SMYRNA BEACH UTILITIES** as Additional Insured. All Certificates of Insurance must be provided by an acceptable insurance carrier to the **NEW SMYRNA BEACH UTILITIES** and that the carrier should have no less rating than A - X by A.M. Best and Company. **NEW SMYRNA BEACH UTILITIES** reserves the right to accept or decline carrier providing coverage.

II. CERTIFICATES OF INSURANCE: At the time of the execution of this contract and each subcontract, but in any event, prior to commencing work, the **SERVICE PROVIDER** and its subcontractors shall furnish the **NEW SMYRNA BEACH UTILITIES** with Certificates of Insurance as evidence that the policies providing the required coverages and limits of insurance are in full force and effect. The Certificates shall provide that any company issuing an insurance policy for the work under this contract shall provide not less than thirty (30) days' advance notice to the **NEW SMYRNA BEACH UTILITIES** in writing of cancellation, non-renewal, or material change in the policy of insurance. In addition, the **SERVICE PROVIDER** shall immediately provide written notice to the **NEW SMYRNA BEACH UTILITIES** upon receipt of notice of cancellation of an insurance policy or a decision to terminate or alter any insurance policy. All Certificates of Insurance shall clearly state that all applicable requirements have been satisfied including certification that the Comprehensive General Liability policies are of the "occurrence form". Certificates of Insurance for **SERVICE PROVIDER** and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the **NEW SMYRNA BEACH UTILITIES** office, ATTN: Procurement Manager, at P.O. Box 100, New Smyrna Beach, Florida 32170-0100.

III. ADDITIONAL INSUREDS: All insurance coverages (except Workers' Compensation and Professional Liability) furnished under this contract shall include the **SERVICE PROVIDER**, the **NEW SMYRNA BEACH UTILITIES** and its New Smyrna Beach Utilities, officials, directors, officers, agents, and employees as Additional Insured's with respect to the activities of the **SERVICE PROVIDER** and its subcontractors.

These policies shall contain a "cross-liability" or "severability of interest" clause or endorsement. Notwithstanding any other provisions of these policies, the insurance afforded shall apply separately to each insured, named insured, or Additional Insured with respect to any claim, suit, or judgment made or brought by or for any other insured, named insured, or Additional Insured as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount or amounts for which the insurer would have been liable had only one insured been named.

IV. WAIVER OF SUBROGATION: The **SERVICE PROVIDER** and its subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all

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rights of subrogation against the **NEW SMYRNA BEACH UTILITIES**, its New Smyrna Beach Utilities, officials, directors, officers, agents, and employees.

V. COMPREHENSIVE GENERAL LIABILITY: This insurance shall be an occurrence-type policy written in comprehensive form and shall protect the **SERVICE PROVIDER** and its subcontractors and the Additional Insured's against all claims arising from bodily injury, sickness, disease, or death of any person other than the **SERVICE PROVIDER's** employees or damage to property of the **NEW SMYRNA BEACH UTILITIES** or others arising out of the act or omission of the **SERVICE PROVIDER** or its subcontractors or their agents, employees, or subcontractors. This policy shall include protection against claims insured by usual Personal Injury Liability coverage and an endorsement (Protective Liability) to insure the contractual liability assumed by the **SERVICE PROVIDER** and its subcontractors under the Section entitled "Indemnification," as well as Completed Operations, Products Liability, Contractual Liability, Broad Form Property Coverage, Premises/Operations, and Independent Contractors.

Combined Single Limit: $1,000,000 per claim and annual aggregate of $2,000,000.

VI. COMPREHENSIVE AUTOMOBILE LIABILITY: This insurance shall be written in the comprehensive form and shall protect the **SERVICE PROVIDER** and its subcontractors and the Additional Insured's against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability shall not be less than:

Combined Single Limit: $1,000,000 per claim and annual aggregate of $2,000,000.

VII. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY: The insurance shall protect the **SERVICE PROVIDER** and its subcontractors against all claims under applicable state workers' compensation laws. The insured shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of workers' compensation laws. This policy shall include an all-states endorsement. The liability limits shall not be less than:

Workers' Compensation: Statutory

Employers' Liability: $100,000 each accident;
$500,000 disease policy limit;
and
$100,000 disease, each employee.

VIII. PROFESSIONAL LIABILITY: Professional Liability insurance shall be provided in an amount of $100,000.

Attachment: Exhibit A - NSB Utility Agreement ITB 18-23 (2023-R-33 : Sewer Pumping Contract)

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NEW SMYRNA BEACH UTILITIES
ITB# 08-23

Attachment: Exhibit A - NSB Utility Agreement ITB 18-23 (2023-R-33 : Sewer Pumping Contract)

SECTION I – ALTERNATE ACCEPTABLE MEANS OF PROCUREMENT

POLICY 2.38 STATE OF FLORIDA TERM CONTRACTS / SNAPS AGREEMENTS

State of Florida Contracts for a variety of commodities has been competitively bid and meets all the State and City of Holly Hill requirements for bidding. They may be accessed through the Internet at the following address: myflorida.com or you may call the Finance Department for assistance. State of Florida SNAPS Agreements are also accessed through the Internet via the State of Florida Contract System. These agreements include a variety of goods and services that utilize recycled and/or innovative products at pre-negotiated prices. SNAPS Agreements may be utilized in lieu of competitive bidding as follows: any single purchase from a SNAPS Agreement shall not exceed $25,000 without City Commission Approval.

POLICY 2.39 OTHER GOVERNMENT ENTITIES' CONTRACTS

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

POLICY 2.40 COOPERATIVE PURCHASING

The City may join with one or more other government entity and jointly bid common commodities or services. Cooperative Purchasing may take the following forms:

- One entity "piggybacking" on the contract of another.
- Entities joining together to bid.

POLICIES 2.41 RESPECT AND PRIDE

Items purchased from these Departments are exempt from bidding. Purchasing has catalogues and price lists from these Departments.

RESPECT of Florida (Florida Association of Rehabilitation Facilities, Inc.)
Florida Statute Sections 413.032-413.037 directs state and local government Departments to purchase certain products and services from qualified, nonprofit, community-based organizations employing persons with disabilities.

PRIDE (Florida Prison Industries) - Florida Statute Section 946.006 authorizes the manufacture, processing, or production of "such items as are ... needed and used in state institutions and Departments and in other governmental jurisdictions of the state."

POLICY 2.42 OWNER DIRECT PURCHASES (ODP)

It may be to the City's advantage to directly purchase materials, components, or systems to be used in a construction project. The advantages are a savings in sales tax (the City is tax-exempt, contractors are

Attachment: Exhibit B - Purchasing Policy Section 2.39 (2023-R-33 : Sewer Pumping Contract)

Revision Date: 3/11/15

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2022-2023

Requesting Department	Date
Public Works	7/10/2023

TAKE FUNDS FROM ACCOUNT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
400-3020-535-5201	Sewer Operating Supplies	$25,000.00
	Total	$25,000.00

ADD FUNDS TO ACCOUNT NUMBER:		
400-3020-535-3400	Sewer Other Services	$25,000.00
	Total	$25,000.00

Purpose of Transfer: (include as much detail as possible)

Funds recommended to be set aside for emergency sewer pumping in an amount not to exceed $25,000.

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

---------- Management Approvals----------

Antoine T. Khoury — 7-10-23

Department Head Signature — Date

City Manager Signature — Date

---------- For Finance Use Only ----------

Step 1: Finance Review

Finance Director Signature — Date

Step 2: Budget Adjustment Entry

Funds are available for this request? ☐ Yes ☐ No

HTE Group #

Employee Signature — Date

Attachment: Exhibit C - Budget Amendment Request (2023-R-33 : Sewer Pumping Contract)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **July 25, 2023**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Selecting DJ Design Services, Inc., to be the Primary Architectural Continuing Services Consultant and Selecting Hall & Ogle Architects, Inc., to be the Secondary Architectural Continuing Services Consultant; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2023-R-34**
APPLICANT:
PLANNER:

DISCUSSION:

On May 24, 2023, the City of Holly Hill advertised a Request for Qualifications (RFQ) consistent with the Consultants' Competitive Negotiation Act (CCNA) to obtain the services of a qualified firm to provide a Professional Architectural Services continuous contract. This contract is for an initial period of three (3) years with the option of two (2) one (1) year extensions at the discretion of the City Manager. The current architectural service agreement expires on August 14, 2023.

The CCNA, section 287.055, Florida Statutes, sets forth requirements for the procurement and contracting of professional architectural, engineering, landscape architectural, or land surveying services by governmental agencies. A municipality must competitively select and negotiate with the most qualified firm to provide these professional services for a project.

Under this Request for Qualifications, seven (7) proposals were received, reviewed and scored by an evaluation committee. The seven firms that submitted proposals were:

1. CPH, LLC
2. DJ Design Services, Inc.
3. Forefront Architecture and Engineering
4. Hall & Ogle Architects, Inc.
5. Ohison Lavoie Corporation (OLC)
6. PQH Group Design, Inc.
7. Raymond Engineering - Georgia, Inc.

The following criteria were utilized in scoring the consultants:

1. Staff Qualifications and Firm Background
2. Experience with Similar Projects

3. Schedule and Availability

After the evaluation of all firms, DJ Design Services, Inc., was determined to be the highest ranking. The submittal from DJ Design Services, Inc., is included under 'Exhibit A'.

Per the City's Purchasing Policy, Section 2.10 Award "The City reserves the right to award a portion of a quantity requirement to more than one contractor. Such incremental awards are done when one contractor cannot supply the total required quantity, or if it is in the best interest of the City to have two suppliers because of commodity shortages, rationing, or the like." As such, the City Commission may opt to provide a secondary award to be used in the event that services either could not be performed or could not be performed within a reasonable time frame by the primary consultant. The evaluation committee's second highest ranked firm was Hall & Ogle, Architects, Inc. The attached 'Exhibit B' shows the submittal from Hall & Ogle Architects, Inc., should the City Commission choose to select a secondary architectural firm.

Additional attachments include the Request for Qualifications bid packet under "Exhibit C", the scoring matrices from the evaluation committee under "Exhibit D" and the individual firms' responses under "Exhibit E".

FISCAL ANALYSIS:

There is no cost at this time for the approval of continuing services contract(s). When projects are determined that require the expertise of an architectural firm, costs will be negotiated and procured according to the requirements of the City's purchasing policy.

STAFF RECOMMENDATION:

Approve the ranking of architectural firms as determined by staff. Award the Architecture Continuing Services contract to DJ Design, Inc., as a primary consultant and to Hall & Ogle Architects, Inc., as a secondary consultant.

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 THE RANKING OF ARCHITECTURAL FIRMS AS DETERMINED BY STAFF. AWARD THE ARCHITECTURE CONTINUING SERVICES CONTRACT TO DJ DESIGN, INC., AS A PRIMARY CONSULTANT AND TO HALL & OGLE ARCHITECTS, INC., AS A SECONDARY CONSULTANT.

ATTACHMENTS:

- Exhibit A - DJ Design Services Submission (PDF)
- Exhibit B - Hall & Ogle Submission (PDF)
- Exhibit C - RFQ-ARC-23-01 Architectural Services (PDF)
- Exhibit D - Evaluation Committee (PDF)
- Exhibit E - Additional Firm Submissions (PDF)

Resolution No. 2023-34

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, SELECTING DJ DESIGN SERVICES, INC., TO BE THE PRIMARY ARCHITECTURAL CONTINUING SERVICES CONSULTANT AND SELECTING HALL & OGLE ARCHITECTS, INC., TO BE THE SECONDARY ARCHITECTURAL CONTINUING SERVICES CONSULTANT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, SELECTING DJ DESIGN SERVICES, INC., TO BE THE PRIMARY ARCHITECTURAL CONTINUING SERVICES CONSULTANT AND SELECTING HALL & OGLE ARCHITECTS, INC., TO BE THE SECONDARY ARCHITECTURAL CONTINUING SERVICES CONSULTANT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the city desires a continuing services agreement with an architectural consultant; and

WHEREAS, a Request for Qualifications was issued with submittal's reviewed by an evaluation committee; and

WHEREAS, the evaluation committee recommends that the City Commission select DJ Design Services, Inc., to be the primary architectural continuing services consultant; and

WHEREAS, the City Commission may opt to select a secondary architectural continuing services consultant; and

WHEREAS, the evaluation committee recommends that Hall & Ogle Architects, Inc., be selected as a secondary architectural continuing services consultant.

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

SECTION 1. That the City Commission of the City of Holly Hill selects DJ Design Services, Inc., as the primary architectural continuing services consultant.

SECTION 2. That the City Commission of the City of Holly Hill selects Hall & Ogle Architects, Inc., as the secondary architectural continuing services consultant.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

APPROVED AND AUTHENTICATED on this 25th day of JULY, 2023.

IN RESPONSE TO
REQUEST FOR QUALIFICATIONS

ARCHITECTURAL SERVICES FOR THE CITY OF HOLLY HILL, FLORIDA RFQ-ARC-23-01





JUNE 27, 2023
10:00 A.M.

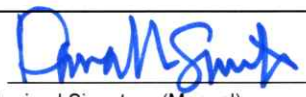
DJdesign Services, Inc.,
Architects & Planners

913 N. Nova Road
Holly Hill, Florida 32117
Phone: 386.255.6987
Fax: 386.255.6989

DESIGN, INC.

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

RFQ-ARC-23-01 ARCHITECTURAL SERVICES

SUBMIT QUALIFICATIONS TO: City of Holly Hill 1065 Ridgewood Avenue Holly Hill, FL 32117 **Attn.: CITY CLERK**	**REQUEST FOR QUALIFICATIONS** and Proposer Acknowledgment
Contact: Michele Moore Finance Director 386-248-9426 - Phone mmoore@hollyhillfl.org	**RFQ-ARC-23-01** **Continuing Service Contract for Architectural Services**
Pre-Qualification Date: **N/A** Pre-Qualification Time: **N/A**	**Location of Pre-Qualification Conference:** N/A
Qualification Due Date: **June 27, 2023** Qualification Due Time: **10:00 AM**	**Location of Public Opening:** Commission Chambers City of Holly Hill 1065 Ridgewood Avenue Holly Hill, FL 32117
Proposer Name: DJdesign Services, Inc.	Federal Employer ID Number or SS Number: 11-3654812
Mailing Address: 913 N. Nova Road	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: Holly Hill, Florida 32117	
Type of Entity: *(Circle one)* Corporation Partnership Proprietorship Joint Venture	X  Authorized Signature (Manual)
Incorporated in the State of: Florida	
Telephone Number: 386-255-6987	Typed Name: Dana M. Smith, RA
Toll Free Telephone Number: (800)	Title: Vice President
Fax Number: 386-255-6989	Date: June 26, 2023

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

The Applicant is expected to completely analyze the information contained in this Request for Qualifications as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)



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Tab I

Letter of Interest

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

Tab I: Letter of Interest

June 26, 2023

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

Re: RFQ-ARC-18-01: Continuing Service Contracts for Architectural Services

Dear Review Committee,

We are pleased to submit this Letter of Interest for Continuing Services for Architectural Services. On behalf of my partner, Jim Wachtel, we invite you to review our capabilities as we feel **DJdesign Inc. Architects and Planners** is uniquely qualified to serve again as your design professionals for **Architectural Services.**

Our general practice includes master-planning, adaptive re-use, historical restoration, additions, re-modeling, renovations, rehabilitation, and new construction designs. Presently we hold continuing architectural services contracts with **the City of Port Orange, City of Ormond Beach, County of Volusia, and Daytona State College**. Project types range from single room alterations to whole floors to entire buildings and master planning. Construction values range from $200,000 to $5 million.

DJdesign is the only Architecture and Planning firm in the **City of Holly Hill**. We are inherently familiar with the characteristics and demographics of Holly Hill and its surroundings. Our firm has resided in Holly Hill for twenty-one years and we are proud to have been your Continuing Services Architects in the past**.** We have the expertise and the depth to manage various types of work. We have remained relatively small so that we can each manage our own projects, allowing us to pay close attention to the entire process. We design each project, oversee the production and coordination of documents, and then provide all construction administration services.

DJdesign has collaborated with many sub-consultants both locally and in the surrounding counties in doing this we can provide competitive pricing and the professional expertise that each project requires.

We have invested in cutting-edge design technologies with **AutoCAD 2023** and **AutoDesk Revit 2023** (BIM) to create more accurate and competitive construction documents and we align ourselves with top-notch sub-consultants. We use **SketchUp** to produce quick 3D studies for review by stakeholders. We have delivered many successful projects and look forward to providing you with a transparent and trouble-free process as well as superior finished products.

Some key attributes of our team include:

- ✓ Our **Approach and methodology is to be "hands on" professionals!** Service to our clients is paramount!
- ✓ **Our Team is uniquely qualified.** There will be no learning curve for our team.
- ✓ **Our Team has a singular focus:** you deserve outstanding design aesthetics and professional attention.
- ✓ There is no substitute for the **experience and insight gained from having assisted on so many varied projects**.
- ✓ **Extensive relevant experience** in these exact project types.
- ✓ Our ability to **produce cost-effective projects** has been crucial to our ability to support clients.
- ✓ We **always strive** for economically viable and environmentally sustainable building solutions.

We are excited and enthusiastic about the opportunity to again serve **City of Holly Hill**.
We would be pleased to meet with the review committee to further discuss our expertise and overall approach to projects.

Yours truly,

Dana M. Smith, Vice-President
DJdesign Services, Inc.,

CONTACT
I NFORMATION

DJDESIGN SERVICES, INC.,
913 N. Nova Road
Holly Hill, FL 32117
386.255.6987 Phone
386.255.6989 Fax
www.djdesigninc.com

James M. Wachtel, Architect,
President
jim@djdesigninc.com

Dana M. Smith, Architect,
Vice-President
dsmith@djdesigninc.com

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)



Tab II

Firm's Qualifications

Tab II a: Firm's Qualifications

DJdesign Inc. *was founded in 2002 by Architects Dana M. Smith and James M. Wachtel with of over 80 years of combined experience.*

Working with the various "Stakeholders", we combine this varied expertise with a Mission-Driven Design Sensibility to produce unique buildings that succeed programmatically, financially, and aesthetically.

We do not restrict our thinking to a particular style, rather we design to fit the unique use, community, site and funding of our client.

DJdesign Inc. *work experience includes over 500+ projects throughout Florida of various types:*

- County/City Facilities
- Professional Office Buildings
- Community/Pedestrian Bridges/ Parks
- Amphitheater/Pavilions/Arenas/Civic Centers
- Historic Restorations/Historic Buildings
- Animal Facilities
- Courthouses/Jails
- Government Services Buildings/Complexes
- Fire Stations/Fire Sub-Stations
- Hospitality/Conference/Convention Centers
- Community Centers/Assisted Living Facilities
- Emergency Operations Centers
- Public Works Facilities
- Recreational Facilities
- Airports/Terminals/Hangars/Baggage Areas

















Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)



Tab II a.

Firm's Employees Qualifications

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

Tab II a: Firm's Employees Qualifications

Dana M. Smith, Architect, Vice-President, Principal in Charge, Project Manager & Project Lead Architect

dsmith@djdesigninc.com

Dana has over 40+ years of experience in Architecture and Planning. With an emphasis on public buildings for state and local governments, Dana's primary emphasis is on client development, marketing, and overall project design. Dana's background includes educational buildings, jails, libraries, court facilities and administrative centers. Dana's pre-planning/programming skills along with the user's input, informs the design process so that the built space is truly responsive to the clients' needs and goals.

Dana has 40+ years of experience with 21 of those years being with DJdesign and a major portion of those years were working on Architectural Design Services Continuing Contract Projects.

Education: B. Design, Architecture, 1976, University of Florida, B. Architecture, Architecture/Urban Design, 1979, Boston Architectural College, M. Architecture, Architecture, 1985, University of Florida
Professional Licensed Architect #AR0009483

James M. Wachtel, Architect, President, Project Architect, Project Management & Construction Administration

jim@djdesigninc.com

Jim has over 45+ years of experience in all phases of Architectural Planning, Design and Project Management. Jim approaches each project from the point of view that a successful project is an interdisciplinary collaboration resulting in a single product and service that responds to the client's needs. This approach has resulted in successful projects for numerous public clients.

Jim has 45+ years of experience with 21 of those years being with DJdesign and a major portion of those years were working on Architectural Design Services Continuing Contract Projects.

Education: B. Architecture, Architecture, 1970, University of Notre Dame
Professional Licenses Architect #AR0014460

David J. Swartz, CAD/Draftsman, Project Production & Construction Administration

dswartz@djdesigninc.com

David has over 30+ years of experience in all aspects of Architecture and Planning and 9 years with DJdesign. David's background includes governmental, institutional, commercial, religious, educational, recreational, athletic, administrative, residential, and public and private sectors. David's work ethic and organizational abilities are invaluable to the construction process. David continually maintains a dependable, responsive, and efficient relationship with clients and construction team members.

Education: A.S. Drafting and Design, Thompson Institution Harrisburg, Pennsylvania 1994

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)



Tab II b.

Sub-Consultants Qualifications

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

Tab II b: Sub-Consultants Qualifications

Every project is unique and requires a team of professionals specialized to each project. We always align ourselves with top-notch "competitive" sub-consultants that are most suited for each task assignment. All sub-consultants are licensed and insured in the State of Florida. Our preference is to use local sub consultants.

Some of the Sub-Consultants that DJdesign has had much success teaming with are:

Zev Cohen & Associates, Inc., Ormond Beach, Florida, Civil Engineering, Environmental Services, Land Planning, Landscape Architecture and Transportation Engineering.

Zahn Engineering, Daytona Beach, Florida, Civil Engineering and Land Planning

Upham Inc., Ormond Beach, Florida, Civil Engineering, Landscape Architecture and Surveying

Parker Mynchenberg & Associates, Inc., Holly Hill, Florida, Land Development Services, Project Permitting, Civil Engineering, Landscape Architecture, Aquatic Engineering and Land Planning.

HDB Design Group, Daytona Beach, Florida, Interior Design and Purchasing Services

Alann Engineering Group, Ormond Beach, Florida, Civil Engineering, Site Design, Road Design, Subdivision Design, Stormwater Design, Water/Wastewater Design, Site Investigation/Due Diligence Reports.

Universal Engineering Sciences, South Daytona, Florida, Geotechnical Engineering, Environmental, Material Testing, Building Sciences and Safety, Inspections and Code Compliance, Structural Inspections and Forensic Engineering.

Sliger & Associates Surveyors, Port Orange, Florida, Land Surveyors and Independent Researchers.

Stern Design Group, Daytona Beach, Florida, Landscape Architecture, Urban Design, Land Planning, Xeric Design and Planting Installation.

Delose O'Neal Engineering, Orange City, Florida, Mechanical and Plumbing Engineering Consulting Services.

Lowe Structures, Inc., Jacksonville, Florida, Structural Engineering Consulting Services.

BK Williams Engineering LLC, Indian Harbour Beach, Florida, Electrical Engineering Design Services.

Cape Design Engineering Company, Merritt Island, Florida, Structural, Mechanical and Electrical Engineering Design Services.

G & P Engineering, Winter Springs, Florida, Fire Protection and Sprinkler Engineering Services.

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)



Tab II c.

Equipment

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

Tab II c: Equipment

DJdesign utilizes the most up-to-date building information modeling software **AutoCAD®, 2023**.
For backwards compatibility, we also keep the previous version of 2012 installed for use.

DJdesign has actively utilized **Autodesk Revit®** software to meet building information modeling needs since 2010. This technology streamlines the conceptual design process by providing the client with an early view of the building design in a mass model form that the design team can quickly modify. This flexibility empowers the design team to achieve the client's expectations even before the schematic design phase.

DJdesign uses **SketchUp** to produce 3D Studies for review by stakeholders.

DJdesign utilizes the most up-to-date software:
Autodesk Revit® 2023
AutoCad 2023
Microsoft Office 2023
Adobe Acrobat DC
Microsoft Power Point
SketchUp

DJdesign Equipment:
7 Workstations
4 CADD Workstations
Plotter 36"
Color Copier/Printer
Black and White Copier/Printer
Scanners
5 Computers
1 Laptop
Network Server
4 Desk Top Color Printers

Our Sub-Consultants use the most up to date technology in their discipline and are equipped with the necessary equipment needed to provide the most efficient services.





Andy Romano Oceanfront Park, Ormond Beach, Florida

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)



Tab II d.

Similar Services

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

Tab II d: Firm's Similar Services

Pictona at Holly Hill, Florida
Principal, Architectural Services, Project Management and Construction Administration
Delivery Method: Construction Management
Construction Start Date: 06/2019
Project Completion: 01/2023
A new Pickleball Complex at Holly Land Park. Project includes 49 Lighted Courts 13 Covered), Restaurant, Clubhouse, Senior Activities Center, Public Recreation Courts (croquet, bocce, shuffleboard, horseshoes) and Stadium Bleachers, Sports Lighting, Concession Building, Public Toilets, Storage Spaces, Training Room, Lockers, and Site Parking Lot Lighting. Phase Two Second Floor Addition more than doubled the area of the facility, the second level has offices, multi-purpose room, skyboxes, public toilets, break room/catering kitchen, storage and utility spaces and designed to accommodate spectators and allied businesses/uses.





Other Holly Hill Projects:

- ***Community Resource Center Renovations***
- ***Historic Market Place Renovations***

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

Tab II d: Firm's Similar Services

THE "REC" Port Orange, Florida
Principal, Architectural Services, Project Management and Construction Administration
Construction Cost: $4.6 Million
Delivery Method: Construction Management
Construction Start Date: 06/2021
Project Completion: 04/2023
Additions and Interior renovations to the Port Orange Recreation Center. Additions include junior gym, exercise rooms, art studios, gallery, indoor and outdoor playgrounds, renovated offices, toilet facilities and HVAC.
This project was built to upgrade and enhance recreation facilities for the citizens of Port Orange.



Other City of Port Orange Projects:

- ***City Hall Annex***
- ***City Hall, Break Room, Remodeling***
- ***Pedestrian Bridge, Repairs***
- ***Public Works, Interior Remodeling***
- ***Community Development, Remodeling***
- ***Customer Services, Remodeling***
- ***Spruce Creek Road Park Concession, Remodeling***



Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

Tab II d: Firm's Similar Services

THE "BRIDGE" DeLand, Florida
Principal, Architectural Services, Project Management and Construction Administration
Construction Cost: $1.9
Delivery Method: General Contractor
Construction Start Date: 02/2019
Project Completion: 08/2020
The West Volusia Crisis Housing and Day Center offers a 6,500 SF, 2-Story shelter providing housing for 30 people, meal service, mental health and workforce counseling, laundry, and detoxification.





Andy Romano Beachfront Park, Ormond Beach, Florida
Principal, Architectural Services, Project Management and Construction Administration
Construction Cost: $2.6 Million
Delivery Method: Construction Management
Construction Start Date: 03/2012
Project Completion: 01/2013
A new oceanfront park with restroom facilities, concession pavilion, storage facilities, splash park, picnic area and playground located on a 4-acre beachfront park on SR A1A.



Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

Tab II d: Firm's Similar Services

Halifax Humane Society Dog Park and Kennel Addtions, Renovations, Remodeling and Alterations, Daytona Beach, Florida ECHO Grant Funded Project
Principal, Architectural Services, Project Management and Construction Administration
Construction Cost: $2.5 Million
Delivery Method: Construction Management
Construction Start Date: 12/2016
Project Completion: 8/2019
A new dog park, renovated adoption kennel, new main building façade, new grooming and boarding facility, new pet services building and off-leash dog park area with shade pavilions and picnic structures, new public restroom. facilities and new drought-resistant landscaping.



Flagler County Continuing Architectural Services Contract Project

Lehigh Rail Trail, Trailhead Restroom Facility at Colbert Lane, Flagler County, Florida

Board of County Commissioners
1769 E. Moody Blvd.
Bunnell, Florida 32110

DJdesign prepared Contract Plans and Technical Specifications for Bidding, Permitting and Construction purposes of the Restroom Building at the County's proposed Trailhead Facility. The Basis-of-design for the Plans and Specifications will be like facilities currently in place on other County sites located in Flagler County.





Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

Tab II d: Firm's Similar Services

Stewart Marchman Healthcare Projects

'Project WARM Facility, SMA Healthcare, Daytona Beach, Florida
Master Plan
Project Completion: TBD
Master Planning for a new 20,000 SF Facility that provides residential housing for pregnant woman and their children. The facility will have a secure lobby, communal kitchen and dining area, treatment and therapy rooms, clinical office space, childcare center, training rooms, library, board room, offices, central laundry, maintenance shop and parking lot. We incorporated sustainable and energy-efficient products and systems for the buildings and site.





Tiger Bay Campus 'Realty House
Chet Bell Crisis Center
Willis Avenue Campus

SMA Tiger Bay Campus Interior and Exterior

We provided Architectural and Engineering Design Services and Construction Administration for the renovations, upgrades, remodeling, and refurbishing interior and exterior for all buildings on the Tiger Bay campus. The project included refurbishing of the existing dining areas, kitchenettes, restroom facilities, training rooms, weight rooms, classrooms, common rooms, new HVAC, Electrical, Power, Lighting, exterior painting, new roofing, landscaping, and new parking lot. We incorporated sustainable and energy-efficient products and systems for the buildings and site.
Construction Cost $565,429.00



Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

Tab II d: Firm's Similar Services

Daytona State College, Continuing Architectural Design Services

Services Provided:

Full Architectural Design and Planning Services, from Schematic Design through Construction Administration on various new constructions, additions, renovations, remodeling, alterations, demolitions, space planning, life safety and master planning.

Projects: Various Construction Costs

- ***DSC Credit Union Remodeling***
- ***DSC Mock Court Room Remodeling***
- ***DSC Deltona Campus Falcon Center Remodeling***
- ***DSC B100 Public Relations Office Renovations***
- ***DSC B300 IT Tech Services Remodeling***
- ***DSC B440 Field House Renovations***
- ***DSC B310 Room 100A Remodeling***
- ***DSC B420 Demolition***
- ***DSC B200 Room 305 Renovations***
- ***DSC Science Building 2nd Floor Improvements***
- ***DSC Building Welding Shop Renovations***
- ***DSC Center for Women and Men Renovations***
- ***DSC DeLand Campus Chiller Plant Upgrades***
- ***DSC Building 520 Hood Installations***
- ***DSC News Journal Center Flood Doors***
- ***DSC Building 540 Renovations***
- ***DSC Facilities Planning Renovations***
- ***DSC Soccer Complex***









Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

Tab II d: Firm's Similar Services

County of Volusia, Continuing Architectural Design Services

Services Provided:

Architectural Design and Planning Services, from Schematic Design thru Construction Administration on various new constructions, additions, renovations, remodeling, alterations, demolitions, space planning, life safety and master planning.

Projects: Various Construction Costs

- ***IT Building Alterations***
- ***Agri-Cultural Kitchen Remodeling***
- ***Fire Services Training Tower Upgrades***
- ***Animal Control Clinic Renovations***
- ***DBIA TSA Separation Remodeling/Restroom Alterations***
- ***Fire Services Rappelling Platform Remodeling***
- ***Fleet Operations Building Remodeling***
- ***Holsonback Drive Facility Renovations***
- ***Branch Jail Entry Plaza***
- ***Volusia County Ocean Center Signage***
- ***Public Defender Office Remodeling***
- ***Sheriff's IT Building, Ballistic Protection and Training Center***
- ***DBIA U. S. Customs Interview Room***
- ***Elections GEMS Room Building***
- ***Sun and Surf 726 N Atlantic Beach Front Parking***
- ***Cardinal Avenue Beach Front Parking***
- ***FDOT Bridge A1A***
- ***Ocean Center Kitchen Upgrades***
- ***TCK Fountain and TCK Courtyard***
- ***MSC Seabird Flight Cage***
- ***MSC Bird Habitat***
- ***MSC Commissary***
- ***WVJC Jury Room, Judges Chambers, County Council Dais***
- ***WVJC Courtyard***
- ***WVJC 3rd Floor Courtroom***
- ***WVJC 2nd Floor Court Administrative Suite***









Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

Tab II d: Firm's Similar Services

City of Daytona Beach, Continuing Architectural Design Services

Services Provided:

Architectural Design and Planning Services, from Schematic Design through Construction Administration on various new constructions, additions, renovations, remodeling, alterations, demolitions, space planning, life safety and master planning.

Projects:

- ***Daytona Beach Golf Course Restaurant and Pro Shop Renovations***
- ***Ritchey Plaza Fountain***
- ***Daytona Beach Golf Club Improvements***
- ***Peabody Auditorium Kitchen Renovations***
- ***Utilities Department Renovations***
- ***Daytona Beach Band Shell Renovations***
- ***Daytona Beach Pier Renovations***
- ***Bus Stop Shelters Upgrades***
- ***Peabody Auditorium Stage Improvements***
- ***Municipal Stadium Concession Remodel***
- ***Daytona Beach Golf Course Restaurant Renovations***
- ***Daytona Beach Golf Course Pro Shop Renovations***
- ***Environmental Learning Center***
- ***Cypress Pool House***







Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)



Tab II e.

Project Approach and Quality Control

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

Tab II e: Project Approach and Quality Control Measures

The people of **DJdesign** function in an environment that emphasizes respect for our users, client-services, teamwork, continuous improvement, and a family-friendly atmosphere. **DJdesign Services, Inc.** is a full-Service Architectural Planning and Design Firm specializing in moderate to large public projects, educational and religious architecture, and athletic/recreational facilities.

Services Offered:

- Site Selection and Master Planning
- Architectural Services from Schematic Design through Construction
- Coordination of Engineering Disciplines and Special Consultants
- Programming-Pre-Design, Conceptual Design
- Assessment of Existing Facilities
- Space Needs
- Feasibility Studies
- ADA Accessibility Reviews
- Functional Programming
- Life Safety & Code Compliance Review
- Construction Contract Negotiation
- Bidding Review and Analysis
- Contract Administration
- Project Management
- Constructability and Forensic Review for New or Existing Construction
- 3-D renderings and detailed mass models

Project Work Plan:

The project management principles at **DJdesign** engender consistent quality, cost control, on-time performance and coordinated documents during the design phase of each project. The **Project Work Plan** is our key management tool to deliver successful projects with respect to technical quality, client satisfaction, and project finances. The **PWP** is developed by the project manager with input from key project stakeholders. The **PWP** acts as a road map for the project team in carrying out our commitments. The **PWP** that will provide relevant project background and will identify yours and our expectations as well as our respective "success factors," resources, and organizational data. The **PWP** will highlight key contractual information and will be kept current throughout the life of each project.

Four clear objectives define our Professional Excellence Goal:

- Client satisfaction
- Team satisfaction
- Operational consistency
- Continuous improvement

The same project management team will continue through construction, with the specific goal of working together as a team with the contractor/construction manager to achieve a successful completion. Our record of satisfied clients confirms our company's commitment to maintaining a high level of quality and consistency in services, management, and overall capability. Further, it conveys that we as a company will support our clients' expectations and requirements in a professional manner and strive to request input towards continuous improvement.

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

Tab II e: Project Approach and Quality Control Measures

Our team employs state-of-the art technologies to maximize our productivity, while maintaining a "lean" business model. Our team uses the latest edition of **AutoCAD**, enabling us to "file share" easily with all of our sub-consultants and modify documents quickly and accurately. Our team can **"**model" projects in 3-D so as to better communicate design intent with the client/users in the early stages, streamline the approval process and coordinate building systems with our engineers before construction ever begins.

We have more than sufficient design and production capacity to complete projects in the time required.

Quality Control:

The project management principles used by **DJdesign** assure consistent quality, cost control, on-time performance and coordinated documents during the design phase. The same project management team continues through construction, with the specific goal of working together as a team with the contractor to achieve a successful completion. Project management techniques include:

- Consistent and proactive leadership…*all* disciplines…*all* project phases.
- Detailed scheduling with milestone events.
- Careful documentation and distribution of information to the Owner and design team.
- Review of preliminary design with owner and end-users.
- In-depth research of requirements, codes, and standards.
- Early review with code authorities and regulatory agencies.
- Use of nationally recognized standards for details and specifications.
- Internal peer review of construction documents.
- Frequent site visits during construction.
- Pro-active, prompt responses and thorough documentation of construction issues.
- Experienced staff in key roles.

Budget Control:

DJdesign has been successful in developing early budget targets, programming to those targets, and maintaining fiscal control throughout our projects. Budget estimates are updated at every phase as more detailed information is developed. Methods include:

- Early-stage conceptual estimates based upon the latest *Means Cost Guides* for similar projects and modified based upon **DJd** experience in the local market.
- Design phase estimates using quantity 'take-offs' for major building systems; including budget inputs from consultants, major subcontractors, and material suppliers.
- Construction documents phase estimates confirmed by local construction cost data.
- Value engineering or "comparison shopping" of various major building systems is implemented at the design phase and updated throughout the process to avoid "sticker-shock" at bidding.
- Alternate components and systems are identified and discussed with the Owner to provide bidding flexibility and to assure an affordable project.

The reliability of this multi-stage system is shown by our proven record of cost control for the public agencies noted in this submittal.

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

Tab II e: Project Approach and Quality Control Measures

Schedule
Scheduling design work and providing the Contractor with timely information is critical to meeting project design and construction goals.

- Prepare detailed Project Schedule with realistic Milestone Events with updates distributed regularly.
- Identify Action Items, including due dates and responsible parties.
- Timely responses to Owner reviews.
- Timely responses to Contractor Requests for Information.
- Timely and thorough review of Product/System submittals.

Project Approach:

The **DJdesign Team** will lead each of the phases of work described below, with the cooperation and input of the owner, end-users, and stakeholders of the proposed project. All final decisions and approvals, as always, rest with the owner/client. But we strive for consensus among all parties in the definition of the project goals.

Preliminary Investigation Phase

- Develop electronic base plans from measured drawings or site investigation
- Project Schedule and Cost Model to be used as a guide by the Design and Construction Teams

Programming Phase and Program Definition

- Determine future needs and possible uses of the buildings
- Define the day-to-day operation of the facility in order to assure that the end-product functions the way the Owner and the users intend.

Conceptual Study Phase
Upon agreement with and acceptance of the Programming Phase findings, the **DJdesign Team** will create two- and three- dimensional concepts to satisfy the most recent information developed during the programming investigation. Each concept developed will be reviewed with the Owner and the Users to test it for functionality, usability, and organization of space within the facility.

Cost Estimate - Refined
Using the conceptual plans and elevations as a basis of design, the **DJdesign Team** will perform a construction cost estimate for the project. This exercise will help define the quality of materials to be identified in the subsequent phases of design documentation. Owner input and guidance during this phase of service is essential.

Schematic Design and Construction Documents Phase
Following the conceptual studies will be the progression into the schematic design drawings and construction documents phases. At the completion of each of these phases, the set of design/construction documents will be given to the owner for review and comment.





"VTO"
Volusia Teachers Organization Headquarters

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

Tab II e: Project Approach and Quality Control Measures



DJdesign Services, Inc. consistently strives to produce environmentally sensitive buildings. We believe that being good stewards of our environment means that we 'practice what we preach'. We not only incorporate green strategies into our construction and renovation projects, but we also incorporate these strategies into our office work environment and personal lives.

We *always* follow the proven adage of **The Three R's**. The following are just a few ways in which we have incorporated these principles into our construction projects and daily lives:

REDUCE

Reduce paper waste by printing less. Send and receive files, submittals, and drawings in PDF format. This also provides the added benefit of time efficiency.
Reduce water and energy use by specifying high-efficiency plumbing fixtures and HVAC equipment.
Reduce heat island effect by using high albedo products for exterior applications.
Reduce our carbon footprint by specifying local products, consolidating vehicle trips, and by turning off all office equipment and lights at the end of each day.

REUSE

Reuse on-site, demolished materials such as wood blocking and metal ducting when possible.
Reuse water from local graywater supply lines or from building lavatories to flush toilets and urinals instead of using drinking water.

RECYCLE

Recycle demolished materials and construction waste by placing separately labeled containers on the jobsite.
Recycle building occupant waste (glass, plastics, metal cans, paper) by conveniently locating a recycling station for building occupant use.
Recycle small trees removed from the jobsite by turning them into mulch for landscaping beds.



Daytona Beach Ocean Center

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)



Tab III

Firm's Office Location
And
Number of Employees

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)



Tab III a.

Location of Offices, Number of Employees and Availability

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

Tab III a: Location of Offices, Number of Employees and Availability

DJdesign Inc. has 4 full-time employees, 1 part-time intern architect and 1 Associate Architect.

We are located in ***Holly Hill***.

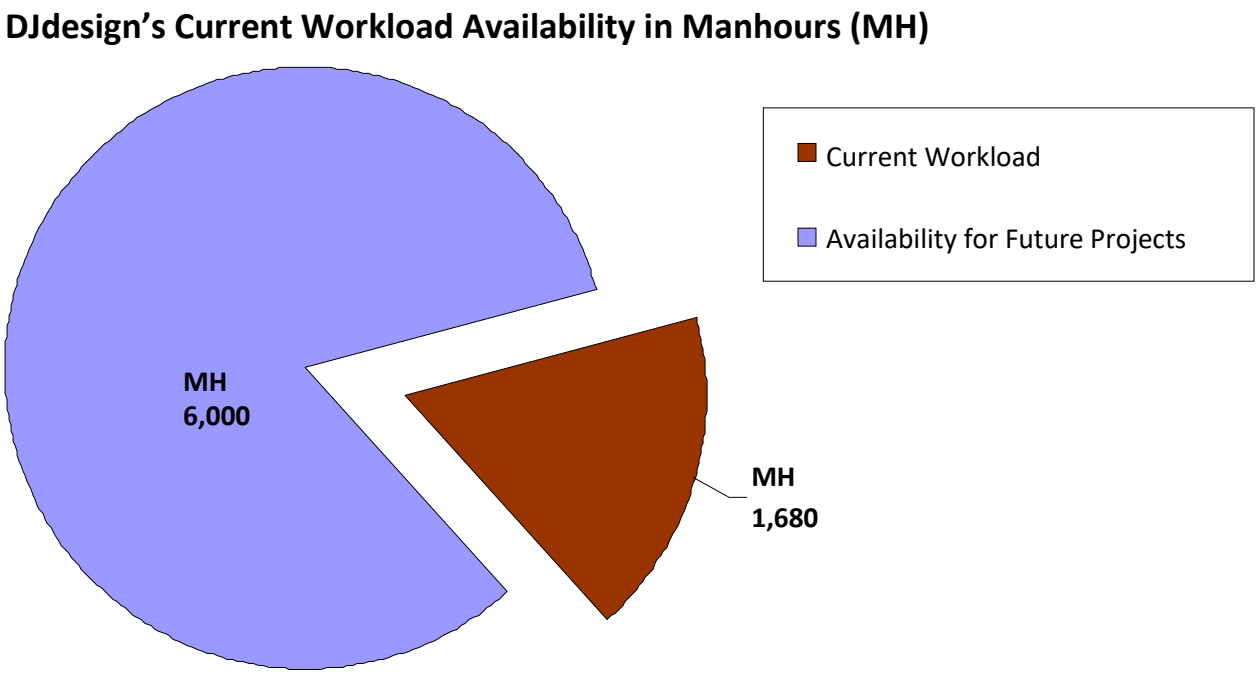
We have remained relatively small so that the firm's principals can provide targeted attention to each individual project.

Our available **annual man-hour capacity is 7,680 MH**, as shown calculated below.

1 Full-time Employee X 52 Weeks X 8 Hours Daily	=	2,080 MH
Holiday, Vacation, and Sick Leave	=	- 160 MH
Total Each Employee	=	1,920 MH
⇨ @ 4 Employees	=	7,680 **MH**

Our current workload will require approximately 1,680 MH to complete, which leaves 6,000 MH available for future projects.

Working with the ***City of Holly Hill*** on a continuing services basis can easily be accommodated by our current availability.



As stated previously, DJdesign has collaborated with many sub-consultants both locally and in the surrounding counties in doing this we can provide competitive pricing and the professional expertise that each project requires.

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)



Tab III b.

Distance to City Hall

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

Tab III b: Distance to City Hall

DJdesign Services, Inc. is located at:

913 North Nova Road
Holly Hill, Florida 32117

We are just 2.3 miles from ***Holly Hill City Hall***.

We can be on any site in the City in just five minutes.

West Volusia Crisis Housing and Day Center, THE BRIDGE, DeLand, Florida





Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)



Tab IV

Firm's Client References

Tab IV: Firm's Client References

Daytona State College, Continuing Architectural Design Services Contract

Contract awarded in 2004 – On-going.
Steve Eckman, P.E.
Daytona State College
1200 West International Speedway Blvd.
Daytona Beach, Florida 32114
(386) 509-5095
steve_eckman@yahoo.com

Volusia County, Continuing Architectural Design Services Contract

Contract awarded in 2015 – On-going.
Jose Alvarez, Facilities Project Manager
County of Volusia, Financial & Administrative Services
3811 Tiger Bay Road
Daytona Beach, Florida 32124
(386) 248-1760 Ext. 11739
jalvarez@volusia.org

City of Port Orange, Continuing Professional Architectural Services Contract

Contract awarded 2016 – On-going.
Susan Lovallo, Director Parks and Recreation
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5851
slovallo@port-orange.org



City of DeLand, Fire Station #83, DeLand, Florida

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)



Tab V

Attachments

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)



Tab V a.

Qualifications Submittals

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

Section 5 –
Qualification Submittals

PROJECT: **Architectural Services**
CITY CONTRACT NO. **RFQ-ARC-23-01**

Name of Proposer: DJdesign Services, Inc.

Mailing Address: 913 N. Nova Road, Holly Hill, Florida 32117

Street Address: 913 N. Nova Road

City/State/Zip: Holly Hill, Florida 32117

Phone Number: (386) 255-6987

FAX Number: (386) 255-6989

Pursuant to and in compliance with the Request for Qualifications, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity Contract Documents, including Addenda Nos. 1 through 8, on file at the Purchasing & Contracts Management Division for the amount hereinafter set forth.

The undersigned, as Proposer, declares that the only persons or parties interested in this Qualification as principals are those named herein; that this Qualification is made without collusion with any person, firm or corporation; and he proposes and agrees, if the Qualification is accepted, that he/she will execute an Agreement with the CITY in the form set forth in the Contract Documents; that he/she will furnish Insurance Certificates, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive.

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 26th day of June, 20 23.

DJdesign Services, Inc.
(Name of PROPOSER)

(Signature of person signing FORM)

Dana M. Smith, RA
(Printed name of person signing FORM)

Vice President
(Title of person signing FORM)

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

RFQ-ARC-23-01 ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Qualification, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Qualification.

I hereby propose to furnish the goods or services specified in the Request for Qualification at the prices, rates or discounts quoted in my Qualification. I agree that my Qualification will remain firm for a period of up to one hundred twenty (120) days in order to allow the City adequate time to evaluate the Qualifications.

I agree to abide by all conditions of this Qualification and understand that a background investigation may be conducted by the City of Holly Hill Police Department prior to award.

I certify that all information contained in this Qualification is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Qualification on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this Qualification is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Qualification for the same product or service; no officer, employee or agent of the City of Holly Hill Government or of any other Proposer interested in said Qualification; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

By: Dana M. Smith
Signature

Dana M. Smith, RA
Name & Title, Typed or Printed

913 N. Nova Road
Mailing Address

Holly Hill, Florida 32117
City, State, Zip Code

( ) 386-255-6987
Telephone Number

Sworn to and subscribed before me

This 26th day of

June 20 23

Shannon Dee Foor
Signature of Notary

Notary Public, State of Florida

Personally Known
-OR-
Produced Identification Personally Known

Type:

Notary Public State of Florida
Shannon Dee Foor
My Commission HH 146875
Expires 09/15/2025

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA)
) **ss**
CITY OF Holly Hill)

Before me, the undersigned authority, personally appeared Dana M. Smith, RA, who was duly sworn, deposes, and states:

1. I am the Vice President of DJdesign Services, Inc. with a local office in Holly Hill and principal office in Holly Hill.
2. The above named entity is submitting an Expression of Interest for the City of Holly Hill project described as ***RFQ-ARC-23-01 Architectural Services***
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting Qualifications for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of Holly Hill.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Holly Hill.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of Holly Hill in writing.

DATED this 26th day of June, 20 23.

Dana M. Smith, RA
Typed Name of Affiant

Vice President
Title

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

Sworn to and subscribed before me this 26th **day of** June, **20** 23.

Personally Known ; Personally Known

OR Produced identification _____

_____

_____

(Type of identification)

Notary Public - State of Florida

My commission expires 09/15/2025

Shannon Dee Foor

(Printed typed or stamped commissioned name of notary public?

Notary Public State of Florida
Shannon Dee Foor
My Commission HH 146875
Expires 09/15/2025

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after receiving, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Qualification authorizes release of your firm's credit data to City of Holly Hill.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/Qualification package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the City in the event we are forced to litigate the public records status of the company's documents.

Company Name: DJdesign Services, Inc.

Authorized representative (printed): Dana M. Smith, RA

Authorized representative (signature): 

Date: June 26, 2023

Project Number: **RFQ-ARC-23-01 Architectural Services**

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that DJdesign Services, Inc does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Qualification, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Authorized representative (printed): Dana M. Smith, RA

Authorized representative (signature): Dana M Smith

Date: June 26, 2023

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

(W-9 Form)

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)
DJdesign Services, 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.)
913 N. Nova Road

Requester's name and address (optional)

City, state, and ZIP code
Holly Hill, Florida 32117

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
11 3654812

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 ▶ [signature] Date ▶ June 26, 2023

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,

Cat. No. 10231X Form **W-9** (Rev. 10-2007)

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

SECTION 6 –
DRAFT Services Agreement

CITY OF HOLLY HILL
SERVICES AGREEMENT FOR
PLANNING Services With DJdesign Services, Inc.
(REQUEST FOR QUALIFICATION RFQ-ARC-23-01)

THIS AGREEMENT made and entered into the «Council_Day» day of «Council_Month», «Council_Year» 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:

DJdesign Services Inc.
913 N. Nova Road
Holly Hill, Florida 32117

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.

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

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:

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 -	Price Schedule
Exhibit F -	Business Tax Receipt – (City of Holly Hill)
Exhibit G -	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.

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

Type of Service – Architectural 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 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 -	Price Schedule
Exhibit F -	Business Tax Receipt – (City of Holly Hill)
Exhibit G -	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

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

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.

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(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 SubContractor shall be submitted to the City for written approval prior to the Contractor entering into a subcontract. SubContractor 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 subContractor 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.

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(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 by the City Manager for one (1) each year for total of an additional two (2) years. Should the CITY wish to not have this Contract renewed for any year, the CITY shall provide written notice to the CONTRACTOR ninety (30) 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

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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.

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(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.

(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.

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(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:

Joseph Forte
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117
(386)248-9425

(2). For the Contractor:
«Consultant_Contact»
«Consultant»
«Consultant_Street_Address»
«CityStateZip»

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Telephone Number: «Phone_Number»
E-mail Address: «email»

(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) 248-9440

(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:

«Consultant_Designated_Representative»
«Consultant»
«Consultant_Street_Address»
«CityStateZip»
TelephoneNumber: «Consultant_Designated_Representative_pho»
E-mail Address: «Consultant_Designated_Representative_em»

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

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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

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other charges of the Contractor. The initial fee for the subject Project shall be as subsequently negotiated by the parties.

(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:

Finance Director
City Hall
City of Holly Hill
1065 Ridgewood Avenue

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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 Manager 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 (30) calendar days prior written notice is given to the Contractor of the City's intent to terminate.

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(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.

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

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

(c). Violation of this Agreement by the 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

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

(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 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.

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

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 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.

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

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)
4. American with Disabilities Act; Section 17, Paragraph (f)
5. Price Schedule
6. Business Tax Receipt
7. Request for Taxpayer Identification Number and Certification IRS Form W-9

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.

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 «Council_Day» day of, «Council_Month», «Council_Year», 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: DJdesign Services, Inc., _____
Authorized Corporate Officer

Date: _____

As approved by the City Commission of the City of Holly Hill at is meeting of ___ _____, 2023.

ATTEST:

_____
Valerie Manning, City Clerk

CITY OF HOLLY HILL

By: _____
Joseph A. Forte, City Manager

Date: _____

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

EXHIBIT A
Description/Scope of Services

GENERAL SCOPE OF SERVICES

The City is seeking sufficient information in the qualification statement to determine if the firm is qualified to provide the City with architectural services for various projects within the City. Architects shall be required to be knowledgeable in the permitting requirements of local, state and federal agencies and have a strong background of municipal and commercial design experience. Ability to provide and coordinate certain additional services dependent on specific project needs to include mechanical, electrical, structural and environmental services. It is anticipated that the Architect shall provide, but not is limited to, the following services:

Preliminary Project Coordination Administration

- Preparation of preliminary studies and reports, feasibility studies, utility rate studies, financial and fiscal studies and evaluation of existing facilities as necessary.
- Preparation of schematic layouts and sketches where required; opinions of construction cost; and such consultation and conferences with the City as may be necessary for the City to reach decisions concerning the subject matter.
- Consultation and advice concerning the extent and scope of the proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable construction costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate.
- The Consultant shall prepare, present, monitor, and maintain a schedule for the tasks defined in the scope of services; coordinate the project team; organize, and lead the kickoff meeting of the project team.
- The Consultant shall conduct meetings with the project team on a regular basis throughout the completion of the design phase and creation of the construction documents. The Consultant shall be responsible for recording meeting minutes and preparing memoranda for distribution.
- Coordination of sub-consultants' services is the responsibility of the Prime Consultant including satisfactory performance and schedule.

Design Development

- The Consultant and appropriate members of the project team may be required to perform field investigations of the proposed project site for initial suitability determination. The Consultant and appropriate project team members shall meet with public and private utility providers in the area to confirm existing utility locations.
- The Consultant shall produce design development drawings to perform modifications and describe the overall character and extent of the project. Drawing shall include plans, elevations and sections as appropriate.
- Design development may include site inspections required to confirm site plan and records of utilities and other relevant features at the project site as they relate to project design.
- The Consultant shall prepare complete design plans to address revisions necessary based upon comment received during City and agency reviews;

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

preparation of permit applications and attending project review meetings as may be required by such agencies as have legal review authority over the project.

- The Consultant shall prepare construction documents at a suitable scale for all items described above including demolition of existing features to be removed, civil plans, and permit application and permit drawings which are appropriate for public bidding.
- The Consultant shall present the construction documents to appropriate project members and City department at 30%, 60%, 90% completion for review and approval.
- The Consultant shall prepare final statement of probable project cost.
- The Consultant shall coordinate and assemble technical specifications, design cover sheets, and prepare an itemized bid form to be used in the bidding process.

Bidding and Negotiation Services

- Preparing for review and approval by the City, contract agreement and forms, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assisting in the preparation of any related documents.
- Coordination of advertisement for bids; distributing plans and specifications to prospective bidders; conducting pre-bid conferences; providing clarifications and addenda to prospective bidders or suppliers; attending the bid opening; reviewing and tabulating the bids received; reviewing bidder qualifications (including subcontractors and suppliers), and making recommendations to the City as to the award of bids.
- The Consultant will coordinate with appropriate project team members to assure that all City required documents are assembled as a complete bid package.

Construction Phase Services

- Technical observation of a contractor's work to enable a qualified design professional to ascertain that completed work will conform generally to the contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the Contractor. This includes periodic visits to the job site at intervals appropriate to the various stages of construction as the Consultant deems necessary to fulfill this obligation.
- Coordination of and attendance by the project architect at all preconstruction conferences and progress meetings; technical review of the contractor's plans, shop drawings and other submittals; approving materials for conformance with the specifications; interpreting plans and specifications; verifying quantities; checking and approving monthly and final estimates for contractor's payments; preparing change orders; acknowledging general job progress status; reviewing and reporting the results of laboratory testing.
- Provide required information for project certification to regulatory agencies; perform project substantial completion and final inspections; recommending accepting or rejecting contractor's work; and preparing record drawings at the completion for construction.
- During the construction progress of any work designed by the Consultant it will, if authorized by the City, provide resident project inspection services to be performed by one or more authorized employees of the Consultant. Resident

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

representatives shall provide extensive inspection services at the project site during construction. The resident representative(s) will endeavor to provide protection for the City against defects and deficiencies in the work of the Contractor as well as investigate and report on complaints and unusual occurrences in connection with the work in progress.

Local Government, and Other Agency Coordination

- The Consultant shall be responsible for coordination of their design activities with the appropriate agencies to ensure adequate opportunity on their behalf to address design and construction issues and provide information that will aid in the design and alleviate duplication of effort and construction. Any agency with jurisdiction shall be coordinated and communicated with as part of any City project.

Deliverables may include, but not be limited to:

- Final deliverables will include four (4) bound sets of feasibility reports and exhibits, plans and specifications, and as built drawings drawn to scale. All elements of the deliverables shall also be provided on a CD or DVD in applicable format as specified by the City.
    - All text and graphic information will be provided in the City standard MS Office software (MS Word, MS Power Point, etc.) and in the Adobe .PDF format, unless otherwise specified.
    - All geo-spatial information including plans, surveys, maps, and aerial photography will be provided in ArcGIS or ESRI Personal Geodatabase format. This data will be referenced by a minimum of three (3) coordinates in the Florida State Plane Coordinate System, East Zone in US Survey Feet. The horizontal datum is NAD83/(1990) HARN and the vertical datum is NAVD 88 Feet, in accordance with Florida Statues, Chapter 177.151
- All plans, drawings, reports, and specifications that result from the Consultant's services shall become the property of the City.
- Additional digital copies of documents shall be provided to the City upon request at no additional fee.
- Consultant shall respond to all requests for additional information at no additional fee to the City.

Each Project will have an expanded Scope of Services tailored to the specific needs of the City. Each project will be negotiated at the time of the development of the specific scope of work.

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

Exhibit B
Certificate of Liability Insurance

Certificate of Insurance Attached is for Proposal Purposes.
If DJdesign Services, Inc. is awarded the Contract a Certificate of Insurance will be issued with the correct Certificate Holder Information.

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

CERTIFICATE OF LIABILITY INSURANCE

DATE (M) 04/04/2023

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

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

PRODUCER	**CONTACT NAME:** Karen Brinkley
Iron Ridge Insurance	**PHONE (A/C, No, Ext):** (800) 775-8526 **FAX (A/C, No):** (239) 288-7544
17595 S Tamiami Trail	**E-MAIL ADDRESS:** kbrinkley@ironridgeus.com
#107	
Fort Myers FL 33908	
INSURED	
DJ Design Services, Inc	
913 North Nova Rd	
Holly Hill FL 32117	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Phoenix Insurance Company	25623
INSURER B : Travelers Casualty & Surety Company	19038
INSURER C : Liberty Insurance Underwriters, Inc	19917
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL232309178 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			680-9H146786-23	03/26/2023	03/26/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			680-9H146786-23	03/26/2023	03/26/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB0K857594-23	03/26/2023	03/26/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			AEXNYAB4HR9002	11/01/2022	11/01/2023	Per Claim Aggregate	$1,000,000 $3,000,000

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

CERTIFICATE HOLDER

For Proposal Purposes

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

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: DJdesign Services Inc.

Signature: Dana M. Smith

Printed Name: Dana M. Smith, RA

Title: Vice President

Date: June 26, 2023

Affix Corporate Seal

STATE OF FLORIDA)
) ss
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this 26th day of June, 2023, by Dana M. Smith, RA of DJdesign Services, Inc. firm), on behalf of the firm. He/She is personally known to me or has produced personally known identification.

Shannon Dee Foor

Print Name Shannon Dee Foor
Notary Public in and for the County
and State Aforementioned

My commission expires: 09/15/2025

Notary Public State of Florida
Shannon Dee Foor
My Commission HH 146875
Expires 09/15/2025

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

Exhibit E
HOURLY PRICE SCHEDULE

DJdesign Services Hourly Rate Schedule:

Architect	$130.00
Senior Architect	$150.00
Inspector/Technician	$ 90.00
CAD Drafter	$ 85.00
Clerical	$ 60.00
Expert Witness	$200.00

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

Exhibit F
BUSINESS TAX RECEIPT

See Attached

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

HOLLY HILL
FLORIDA

BUSINESS TAX RECEIPT

City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117
386-248-9442 www.hollyhillfl.org

EXPIRATION DATE: September 30, 2023

ISSUED TO: D J DESIGN SERVICES, INC.
913 N NOVA ROAD

HOLLY HILL FL 32117-4121

LICENSE YEAR: 10/22-09/23
LICENSE NUMBER: 23-00023392
FEE: $118.71

DATE: September 09, 2022

COMMENTS:
BUSINESS LOCATION: 913 N NOVA RD
BUSINESS OWNER: WACHTEL, JIM

VALID PROVIDING ALL STATE CERTIFICATION/REGISTRATION REQUIREMENTS ARE MET.

BUSINESS CLASSIFICATION

CODE	DESCRIPTION	AMOUNT PAID
64213	ARCHITECT	77.18
00006	SIGN - WALL #1	0.25000 X 6.10 = 1.53
00100	FIRE INSPECTION	40.00000 X 1.00 = 40.00

- **THIS DOCUMENT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS, PENALTY FOR FAILURE TO DO SO.**
- **TAX RECEIPT DOES NOT GUARANTEE JOB AND/OR WORK PERFORMANCE.**
- **BUSINESS MUST COMPLY WITH CITY ORDIANCES.**

BUSINESS TAX RECEIPT
REVISION: 07-17-18

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

2022 / 2023

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

Volusia County
FLORIDA

Account #: 200306100006 Expires: September 30, 2023
Business Location: 913 N NOVA RD

Business Name: DJ DESIGN SERVICES INC
Owner Name: JIM WACHTEL
Mailing Address 913 N NOVA RD
HOLLY HILL, FL 32117

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Architect or Engineer	AR0014460	461AE	1	$30.00

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

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

Volusia County Business Tax Receipt

Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

DATE PAID:	07/05/2022
RECEIPT #:	469807
TOTAL TAX:	$30.00
PENALTY:	$0.00
TOTAL PAID:	$30.00

Business Name: DJ DESIGN SERVICES INC
Owner Name: JIM WACHTEL
Mailing Address 913 N NOVA RD
HOLLY HILL, FL 32117

Account #: 200306100006 Expires: September 30, 2023
Business Location: 913 N NOVA RD

PLEASE DETATCH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS.

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

Exhibit G
E-VERIFY COMPLIANCE

Affidavit of E-Verify Requirements Compliance

RFP 22-BG-13 Landscape Maintenance Services

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

DJdeisgn Services, Inc.
913 N. Nova Road
Holly, Hill, Florida 32117

Consultant/Contractor Name and Address

Signature

Dana M. Smith, RA, Vice-President

Name and Title

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

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

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)
DJdesign Services, 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.)
913 N. Nova Road

Requester's name and address (optional)

City, state, and ZIP code
Holly Hill, Florida 32117

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
11 3654812

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 ▶ [signature] Date ▶ June 26, 2023

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,

Cat. No. 10231X Form **W-9** (Rev. 10-2007)

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

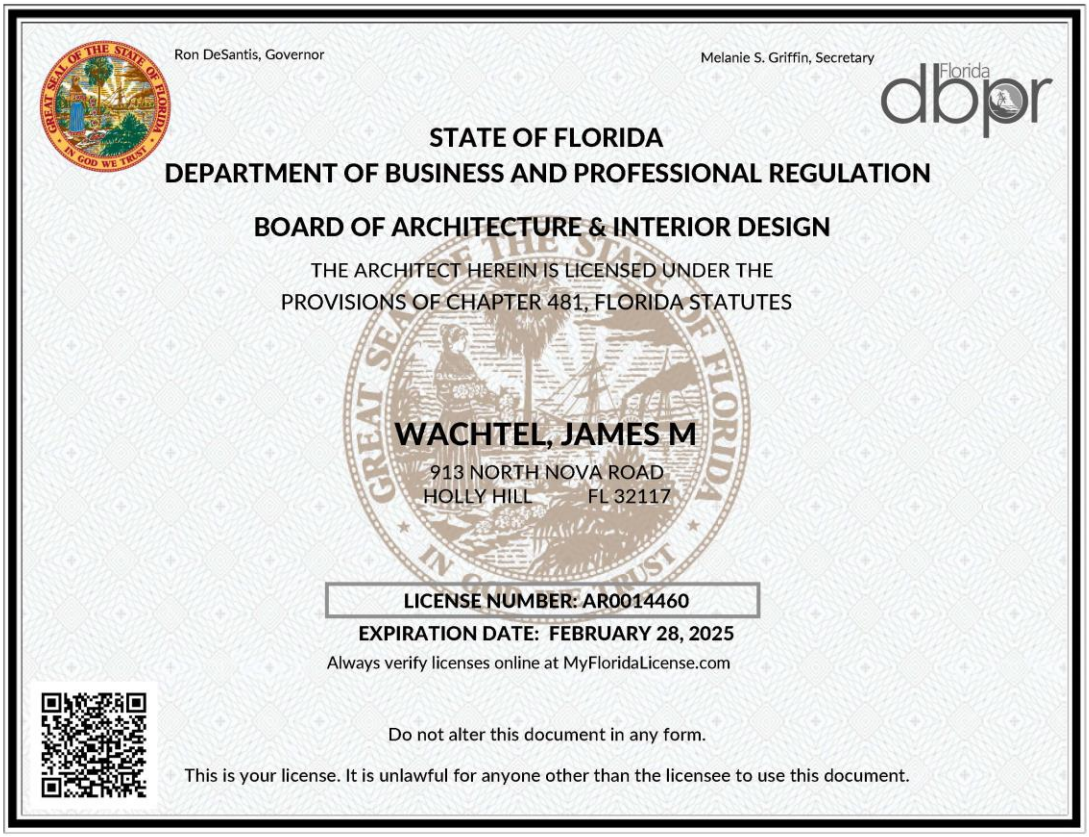


Tab V b.

Licenses and Certificates

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

Tab V b: Licenses and Certificates



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

WACHTEL, JAMES M

913 NORTH NOVA ROAD
HOLLY HILL FL 32117

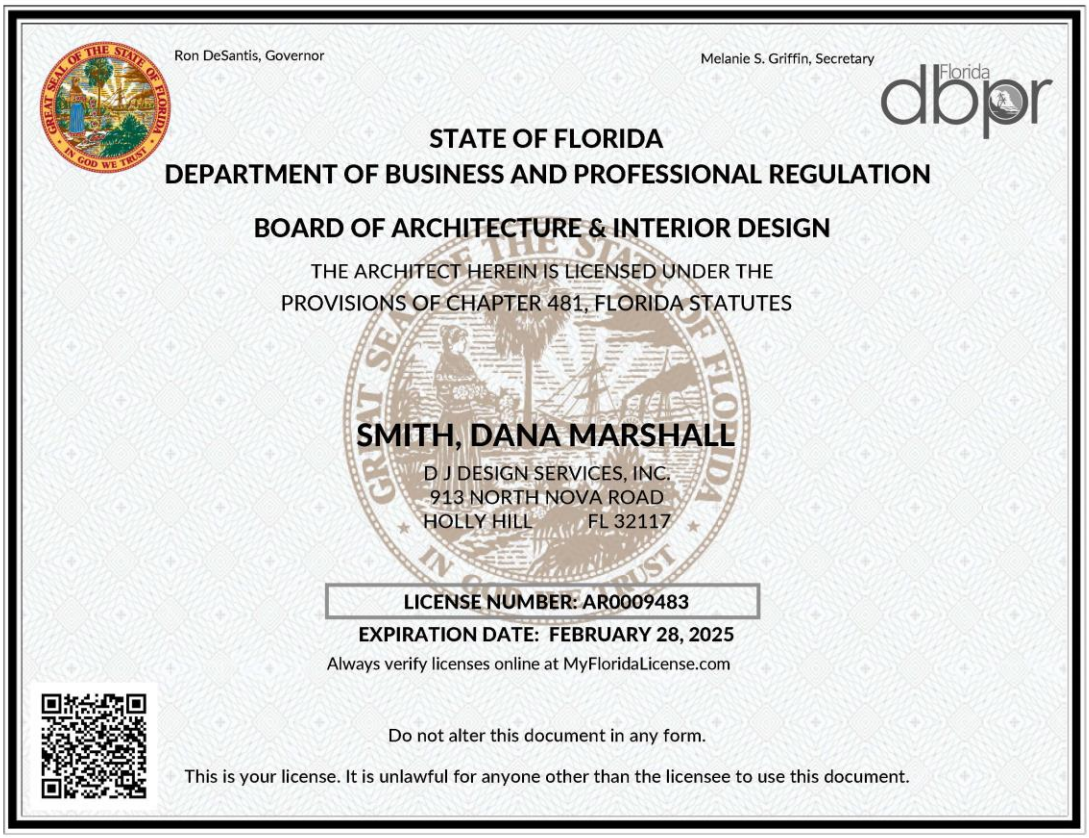
LICENSE NUMBER: AR0014460

EXPIRATION DATE: FEBRUARY 28, 2025

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

SMITH, DANA MARSHALL

D J DESIGN SERVICES, INC.
913 NORTH NOVA ROAD
HOLLY HILL FL 32117

LICENSE NUMBER: AR0009483

EXPIRATION DATE: FEBRUARY 28, 2025

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

Why Select the DJdesign Team?

- ***We are experienced in these project types.***

  We have completed numerous building projects with scopes of work ranging from 1,000 SF building renovations to new buildings over 100,000 SF.

- ***We are readily accessible and very responsive.***

  We pride ourselves on quick response time. We are only minutes from the project site.

- ***We are innovative and budget-sensitive.***

  We recognize that creating building aesthetics is significant and maintaining client budget limits is essential.

- ***We enjoy repeat business from satisfied public/institutional clients.***

  Being dependable and meticulous with every project has earned our clients' trust again and again.

- ***We provide strong project management as 'hands-on' professionals!***

  Every project in our office has at least one architect involved in the entire process, from planning/design through construction and beyond.

- ***We provide aggressive and pro-active construction phase services.***

  All of our architects perform job-site observations and document conditions with digital photos and field reports. If a question arises that requires special attention, we can be on-site in just a few minutes.

Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)

For additional information please contact
Dana Smith, Principal-In-Charge, at the

913 N. Nova Rd.
Holly Hill, FL 32117
(386) 255-6987 P
(386) 255-6989 F
www.djdesigninc.com
Architects & Planners



Attachment: Exhibit A - DJ Design Services Submission (2023-R-34 : Architectural Continuing Services)



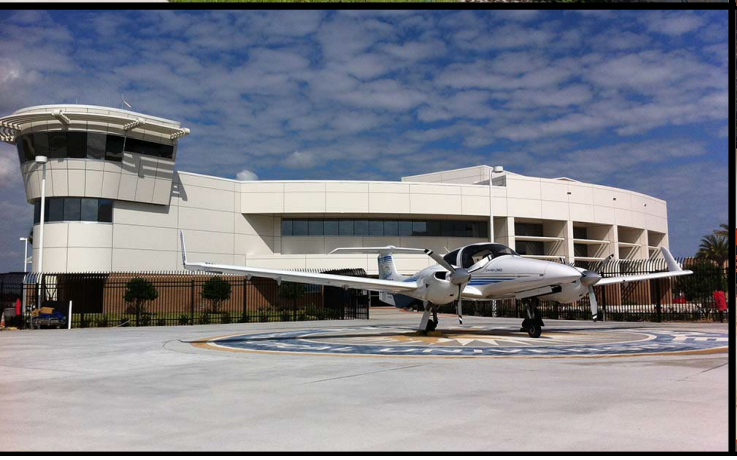


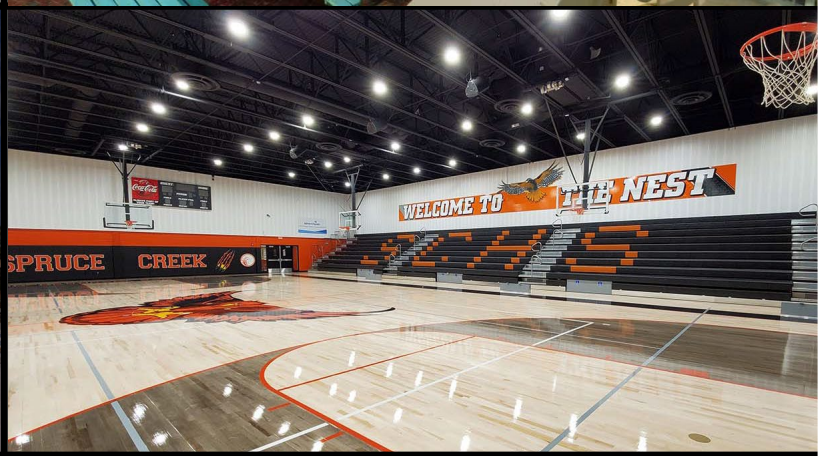
REQUEST FOR QUALIFICATIONS STATEMENT
CITY OF HOLLY HILL, FLORDA
CONTINUING SERVICE CONTRACT FOR
ARCHITECTURAL SERVICES

RFQ-ARC-23-01









Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

2023

HALL & OGLE
ARCHITECTS, INC.
208 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
www.hoarchitects.com
PH (386) 255-6163
AA-C000925

ELECTRONIC COPY

RFQ-ARC-23-01 ARCHITECTURAL SERVICES

SUBMIT QUALIFICATIONS TO: City of Holly Hill 1065 Ridgewood Avenue Holly Hill, FL 32117 **Attn.: CITY CLERK**	**REQUEST FOR QUALIFICATIONS** and Proposer Acknowledgment
Contact: Michele Moore Finance Director 386-248-9426 - Phone mmoore@hollyhillfl.org	**RFQ-ARC-23-01** **Continuing Service Contract for Architectural Services**
Pre-Qualification Date: **N/A** Pre-Qualification Time: **N/A**	**Location of Pre-Qualification Conference:** N/A
Qualification Due Date: **June 27, 2023** Qualification Due Time: **10:00 AM**	**Location of Public Opening:** Commission Chambers City of Holly Hill 1065 Ridgewood Avenue Holly Hill, FL 32117
Proposer Name: Hall & Ogle Architects, Inc.	Federal Employer ID Number or SS Number: 59-2209909
Mailing Address: 208 Magnolia Ave.	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: Daytona Beach, Fl. 32114	
Type of Entity: *(Circle one)* Corporation Partnership Proprietorship Joint Venture	X Authorized Signature (Manual)
Incorporated in the State of: Florida	
Telephone Number: 386-255-6163	Typed Name: David D. Ogle
Toll Free Telephone Number: (800) N/a	Title: Principal / Vice President
Fax Number: N/a	Date: June 27, 2023

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

The Applicant is expected to completely analyze the information contained in this Request for Qualifications as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

David D. Ogle
Hall & Ogle Architects, Inc.
208 Magnolia Ave.
Daytona Beach, Fl. 32114

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

HALL & OGLE ARCHITECTS, INC.

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- Professional Registration – Parker Mynchenberg / Steve Buswell - PMA
- Professional Registration – John Simko – MS Structural Engineers
- Professional Registration – Brandon Sargent / Michael Knott – Above Group

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

HALL & OGLE
ARCHITECTS, INC.

TAB 1

Letter of Interest

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

HALL & OGLE
ARCHITECTS, INC.
208 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
www.hoarchitects.com
PH (386) 255-6163
AA-C000925

June 27, 2023

Re: Request for Qualifications Statement RFQ-ARC-23-01
Continuing Service Contract for Architectural Services
City of Holly Hill, Florida

Dear Selection Committee Members:

Thank you for the opportunity to submit this statement of qualifications for providing Continuing Architectural Services for the City of Holly Hill, Florida.

Hall & Ogle Architects, Inc. is a Florida 'S' corporation located at 208 Magnolia Avenue, Daytona Beach, Florida, 32114. Firm Principals are John Hall, RA (President) and David D. Ogle, Jr., RA, LEED AP BD+C (Vice President). Mr. Ogle will be your Primary Point of Contact for all Continuing Services Projects and can be reached by phone at (386)255-6163, or via email at dogle@hoarchitects.com.

Hall & Ogle Architects was incorporated in 1982, and has been in continuous operation, providing Volusia County and its municipalities Architectural Services for 41 years. We have streamlined our firm to 5 in-house employees and enlist the services of local engineering firms to round out the team required for any given project. This will benefit the City of Holly Hill by keeping the Project Team local, and within close proximity of the project location.

Our primary goal is to give our clients truly outstanding service from the initial programming process though to the one-year warranty walk through inspection. Our firm's two principals are personally involved with your project and work collaboratively on the Design, Documentation and Construction Administration for a seamless flow through the entire study. You will work directly with the principals of the firm through each step of the project from conception to completion.

Additionally, our firm is committed to serving our clients through the integration of sustainable design practices. We offer an insight into what's possible within these practices and how they relate to the overall success of the project. Whether it's a project's pursuit of LEED or Equivalent Certifications, Green Design Principles and Construction Techniques, or a BIM design platform, Hall & Ogle is well positioned to meet and exceed your Architectural Service needs.

We are committed to developing long term relationships with our clients as their advocate in all their architectural needs, and we look forward to this opportunity to continuing our relationship with the City of Holly Hill and provide you with exceptional Architectural and Engineering services.

Respectfully,



David D. Ogle, Jr., RA, LEED AP BD+C, Principal / Vice President (Primary Contact)
Hall & Ogle Architects, Inc.
208 Magnolia Avenue
Daytona Beach, Florida 32114
(386) 255-6163 / FAX (386) 257-5650
dogle@hoarchitects.com

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

HALL & OGLE
ARCHITECTS, INC.

TAB 2

Firm's Qualifications

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

HALL & OGLE ARCHITECTS, INC.

FIRM EMPLOYEES / ROLES

Hall & Ogle Architects has been a Florida 'S' Corporation for over 41 years with 5 employees. Staffing for the City of Holly Hill Continuing Services Contract is as follows:

DAVID D. OGLE, RA, LEED AP BD+C, Firm Vice president – Project Lead

JOHN E. HALL, RA – Firm President – Project Architect

JOSEPH BURLEY – Production Team / CAD / 3d Modeling / Rendering

SCHYLER CERQUEIRA – Intern Architect / Production Team / CAD / 3d Modeling / Rendering

AMANDA HALL – Project Administration

HALL & OGLE ARCHITECTS, INC.

YEARS IN BUSINESS / FL. CORPORATION

41

NAME HISTORY

- Blais & Sayers Architects, Inc. (1982)
- Blais, Sayers & Hawkins, Inc. (1989)
- Sayers & Hawkins, Inc. (1993)
- Hawkins & Hall, Inc. (1999)
- Hawkins, Hall & Ogle Architects, Inc. (2007)
- Hall & Ogle Architects, Inc. (2016)

JOHN E. HALL
RA, PRESIDENT
YEARS WITH FIRM: 38

DAVID D. OGLE JR.
RA, LEED AP BD+C, VICE PRESIDENT
YEARS WITH FIRM: 24

JOSEPH BURLEY
PRODUCTION TECHNICIAN
CAD / 3D MODELING
YEARS WITH FIRM: 33

SCHYLER CERQUEIRA
INTERN ARCHITECT
CAD / 3D MODELING
YEARS WITH FIRM: 3

AMANDA HALL
ADMINISTRATION
YEARS WITH FIRM: 20

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

HALL & OGLE ARCHITECTS, INC.

CONSULTANT LIST

Hall and Ogle utilizes local engineering firms to round out the design team for any given project. This gives us the ability to tailor fit the team that is best suited for the project based on availability, workload, expertise and experience. The sub-consultants selected for the City of Holly Hill Continuing Services Contract are as follows:

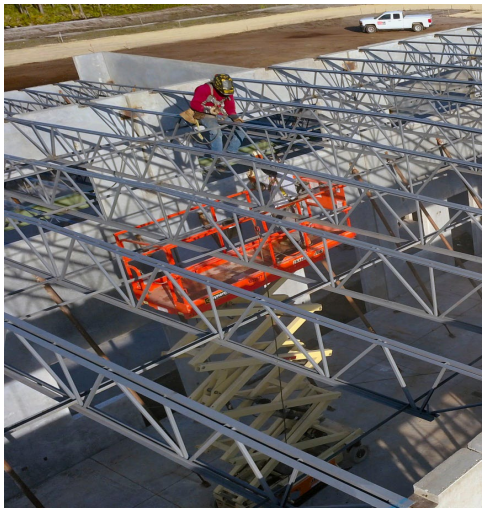
CONSULTANT	DICIPLINE / ROLE IN PROJECT	ADDRESS
PARKER MYNCHENBERG AND ASSOCIATES	CIVIL ENGINEERING / LANDSCAPE ARCHITECTURE	1729 RIDGEWOOD AVE., HOLLY HILL FL. 32117
MS STRUCTURAL ENGINEERS	STRUCTURAL ENGINEERING	400 S. ATLANTIC AVE., ORMOND BEACH FL. 32176
ABOVE GROUP	MECHANICAL, PLUMBING AND ELECTRICAL ENGINEERING	111 N. ORANGE AVE. SUITE 800 ORLANDO, FL. 32801

PARKER MYNCHENBERG AND ASSOCIATES
Incorporated in 1984, Parker Mynchenberg and Associates has been an award winning Central Florida Civil Engineering firm for over 39 years. Located in Holly Hill Florida, PMA's role will be to provide Civil Engineering and Landscape Architecture services for the City of Holly Hill Continuing Services Contract.

MS STRUCTURAL ENGINEERS
Located in Ormond Beach Florida, John Simko has been the Principal for MS Structural Engineers Florida office for 23 years. His role will be to provide Structural Engineering services for the City of Holly Hill Continuing Services Contract.

ABOVE GROUP
Founded in 2014, Above Group is a service-disabled veteran-owned small business that specializes in highly technical building system knowledge and design expertise. Their services include mechanical, electrical, plumbing (MEP), fire protection, structural engineering, and technology design services. They provide innovative engineering solutions for multiple industries throughout the United States. Their role will be to provide MEP evaluation, design and commissioning of all Mechanical, Electrical, Fire Protection and Plumbing systems for the City of Holly Hill Continuing Services Contract.

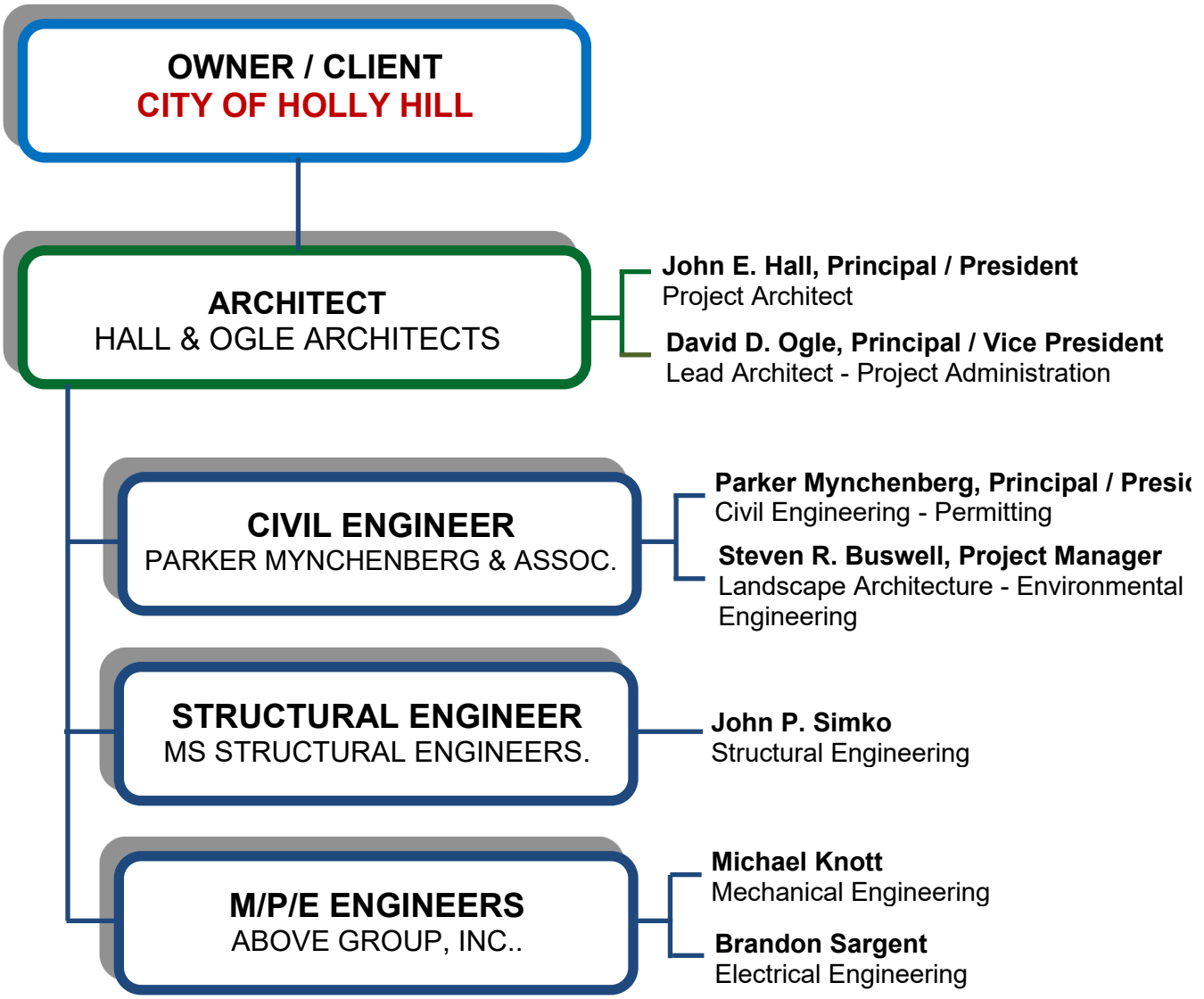




Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

HALL & OGLE ARCHITECTS, INC.

ORGANIZATIONAL CHART



Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

Hall and Ogle Architects is fortunate to be able to select team members from a pool of several local consulting fi of which we have a positive track record and project experience with. We select our team members based on project suitability, experience, and workload. Because of this, we are able to assemble a team that is custom tailored to best suit our clients' needs.

The firms and individuals shown above possess outstanding expertise in their respective fields, and will be responsible for producing and coordinating design and construction documentation through the design and construction project phases, and will continue their involvement on any given project through the one year warranty walk through inspection.

HALL & OGLE ARCHITECTS, INC.

PRESIDENT



JOHN E. HALL
Principal, President

EDUCATION
Master of Architecture
Bachelor of Arts / Design

ACTIVE REGISTRATIONS
Florida / Registered Architect
(AR0010727)

TOTAL YEARS EXPERIENCE
48

YEARS AT THIS FIRM
35

JOHN E. HALL

PRINCIPAL, PRESIDENT – HALL & OGLE ARCHITECTS, INC

John Hall has over 40 years of extensive experience in the design and construction administration of Community and Administration facilities. As the President of our firm, Mr. Hall's experience in the design of Administration and Public Use Facilities is an invaluable asset to Municipal Projects where community use and administrative areas are involved. His extensive 44 year experience in the design of publicly funded Municipal and Educational Facilities gives him unparalleled insight on budget and scheduling control.

PROJECT HIGHLIGHTS

HOLLY HILL REPLACEMENT FIRE STATION — 2023 - PRESENT

Holly Hill, Florida — Fire Station I Facility Design Experience

Master Planning, Design and Construction Administration of the Replacement Fire Station for the City of Holly Hill, Fl. New 6,300 sf station with 3,400 sf of support areas and 2,900 sf equipment bays and storage areas. Facility will be designed as a Level IV Essential Facility (FBC 2020) with low maintenance / high performance materials. | Principal In Charge, Project Architect

FIRST STEP SHELTER — 2017 - 2019

Daytona Beach, Florida — Community and Administrative Facility Experience

Master Planning, Design and Construction Administration of the First Step Shelter for the area's homeless population. The facility is a 120 bed, one story assistance facility providing food, shelter, clothing, and personal counseling. It also provides spaces for teaching and mental health assistance. It has dormitory style sleeping quarters with a 33/66 split between men and women. The facility also offers a full commercial kitchen and dining area, a 16 hour day Health Services Ward, and full administrative services. | Principal In Charge, Project Architect

NSB FIRE STATION 50 — 2013 - 2014

New Smyrna Beach, Florida — Fire Station I Facility Design Experience

Design and Construction Administration for an 11,000 square foot station, completed in 2014, with eight dormitories laid out in a "split" configuration, administrative offices, kitchen/dining area, and other ancillary spaces. The apparatus bay is approximately 4200 SF with three drive through truck bays as well as a standalone accessory building for additional apparatus and storage. Construction cost for this project was $3,000,000. | Project Architect

DAYTONA BEACH SHORES NEW COMMUNITY CENTER — 2016 - 2017

Daytona Beach Shores, Florida — Community and Administrative Facility Experience

This facility was designed to be a signature building for the City of Daytona Beach Shores. It had to serve many purposes from Council Chambers, to multi-purpose rooms, a Senior Center and tennis facilities. The distinctive shape and color of the roof were designed to reflect the proximity to the Atlantic Ocean just across the street and has become an iconic feature for the City. This project incorporated our standard 3-phase Project Design Approach, which benefited the owner by identifying several design options to accommodate challenging site conditions early in the design process. | Principal In Charge, Project Architect

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

HALL & OGLE ARCHITECTS, INC.

VICE PRESIDENT



DAVID D. OGLE
Principal, Vice President

EDUCATION
Bachelor of Science / Architecture

ACTIVE REGISTRATIONS
Florida / Registered Architect (AR93986)
LEED AP BD+C
New York / Registered Architect
NCARB

TOTAL YEARS EXPERIENCE
43

YEARS AT THIS FIRM
24

DAVID D. OGLE

PRINCIPAL, VICE PRESIDENT – HALL & OGLE ARCHITECTS, INC

David Ogle had 20 years experience with some of the bigger architect firms in Orlando, Florida before joining the smaller, family like, Hall and Ogle in 1999. In 2006 David became a partner in the firm and is now the firm's Vice President. David has extensive experience in a wide variety of different building types including Municipal and Fire Services Facilities. He has been the instrumental component in procuring and administering Hall & Ogle's Continuing Services Contracts with the cities of Ormond Beach, Daytona Beach, South Daytona, Holly Hill, the County of Volusia, and the Volusia County School Board.

PROJECT HIGHLIGHTS

NSB FIRE STATION 50 — 2013 - 2014

New Smyrna Beach, Florida — Fire Station I Facility Design Experience

Design and Construction Administration for an 11,000 square foot station, completed in 2014, with eight dormitories laid out in a "split" configuration, administrative offices, kitchen/dining area, and other ancillary spaces. The apparatus bay is approximately 4200 SF with three drive through truck bays as well as a standalone accessory building for additional apparatus and storage. Construction cost for this project was $3,000,000. | Principal in Charge, Project Manager

WESTSIDE ELEMENTARY SCHOOL – MASTER PLAN / ADDITIONS/ RENOVATIONS — 2016 – PRESENT

Daytona Beach, Florida — Educational Facility Experience

Master planning, design and construction administration of extensive renovations and additions to an existing occupied campus. Renovations include complete reconfiguration of parent drop off parking and bus loop areas, and alternate provisions for remodeling of the existing food service/ multi-purpose and administration areas. Additions include a new 5,400 sf Administration Building, a new 10,400 sf Classroom Building, a new 14,000 sf Food Service/ Multi-purpose Building. This was a phased project on a challenging, occupied campus. | Project Architect, Project Manager

FLAGLER AVENUE LIGEGUARD STATION — 2015 - 2016

New Smyrna Beach, Florida — Innovative Concepts / Municipal Project

2,000 sf New Lifeguard Station Facility for the City of New Smyrna Beach. The facility includes a large garage space, law enforcement office, first aid area. And shower / locker room facilities. Construction cost $650,000. | Principal In Charge, Project Architect, Project Manager

ERAU – HAGEDORN AVIATION COMPLEX — 2009 - 2011

Daytona Beach, Florida — Educational Facility / Administrational Facility Experience

New, state of the art, 100,000 SF three building school for the private university. Includes a one-story flight maintenance hanger, a two-story flight operations center, and a three-story aircraft maintenance laboratory building. This $15.5 million project, completed in 2011, serves as the nerve center for ERAU's prominent flight and aircraft maintenance programs. | Principal In Charge, Project Architect, Project Manager

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

HALL & OGLE ARCHITECTS, INC.

DESIGNER/ INTERN ARCHITECT



SCHYLER CERQUEIRA
Designer/ Intern Architect

EDUCATION
Master of Architecture
Bachelor of Science

ACTIVE REGISTRATIONS
NCARB Registration Process

TOTAL YEARS EXPERIENCE
4

YEARS AT THIS FIRM
3

SCHYLER CERQUEIRA

DESIGNER/ INTERN ARCHITECT – HALL & OGLE ARCHITECTS, INC

Schyler Cerqueira graduated with her Master of Architecture in 2020 from Ball State University in Indiana. She interned with two firms during her schooling and after graduation moved to Florida to start her professional career at Hall & Ogle Architects. Schyler has 4 years of experience in a wide variety of building types and provides ample knowledge of CAD, BIM and 3D modeling to the firm and is currently going through the NCARB registration process to become a licensed architect.

PROJECT HIGHLIGHTS

HOLLY HILL REPLACEMENT FIRE STATION — 2023 - PRESENT

Holly Hill, Florida — Fire Station I Facility Design Experience

Master Planning, Design and Construction Administration of the Replacement Fire Station for the City of Holly Hill, Fl. New 6,300 sf station with 3,400 sf of support areas and 2,900 sf equipment bays and storage areas. Facility will be designed as a Level IV Essential Facility (FBC 2020) with low maintenance / high performance materials. | Intern Architect, CAD Designer, BIM Modeling

WOODWARD AVE. ELEMENTARY RENOVATIONS AND ADDITION — 2021 - PRESENT

Deland, Florida — Educational Facility Experience

Master planning, design and construction administration of extensive renovations and additions to an existing occupied campus. Renovations include complete reconfiguration and expansion of parent drop off parking, remodel of existing administration into new classrooms, and complete remodel of the media center. Additions include a new 5,600 sf Administration Building, a new 17,000 sf Classroom Building, and a new 14,500 sf Food Service/ Multi-purpose Building. This was an extensive and challenging project on an occupied campus. | Intern Architect, CAD Designer, BIM Modeling

MUSEUM OF ART DELAND – SCHEMATIC DESIGN FOR EXTERIOR AND INTERIOR RENOVATION AND ADDITION — 2022 - 2023

Deland, Florida — Museum Design Experience

Master planning and schematic design of extensive renovations and an addition to an existing museum. Renovations include remodel of the interior lobby, reconfigured receiving/ vault space, modifying restrooms per ADA compliance, and updating interior/ exterior colors and finishes. Additions include a 1,250 sf office suite on the second floor. Detailed 3D modeling was completed to provide client with still and panoramic renders for fundraising. | Intern Architect, CAD Designer, BIM Modeling

FIRST STEP SHELTER – COVID-19 RENOVATIONS — 2021 - 2023

Daytona Beach, Florida — Community Facility Experience

Design and construction administration of renovations to an existing occupied shelter. Renovations were split into #8 items. These included an operable wall, new isolation intake area, upgrading plumbing fixtures, air purification units, hand sanitizers, (3) covered porch areas, an emergency generator, and (1) tensile shade structure. This was a challenging project having to work around a shelter occupied 24/7 by residents. | Intern Architect, CAD Designer

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

HALL & OGLE ARCHITECTS, INC.

PRODUCTION TECHNICIAN



JOSEPH BURLEY
Production Technician

EDUCATION
A.S Architectural Design and Construction Technology
A.S. Building and Contracting Technology
A.S Drafting and Design

TOTAL YEARS EXPERIENCE
37

YEARS AT THIS FIRM
33

JOSEPH BURLEY

PRODUCTION TECHNICIAN– HALL & OGLE ARCHITECTS, INC

Joseph Burley started in the construction field as a carpenter's apprentice in 1980 while a member of the local Carpenter's Union. He worked as a carpenter and steel worker until he earned his first A.S. degree in Architectural Design and Construction Technology thru DBCC, returning to complete additional degrees in Building and Contracting Technology, and Drafting and Design Technology before joining Hall and Ogle Architects in 1990. Mr. Burley is instrumental in the production of CAD and 3D Rendering production and documentation, as well as providing I.T. services for the company.

PROJECT HIGHLIGHTS

NSB FIRE STATION 50 — 2013 - 2014

New Smyrna Beach, Florida — Fire Station Experience

Document Production and 3d Renderings for the 11,000 square foot station, completed in 2014, with eight dormitories laid out in a "split" configuration, administrative offices, kitchen/dining area, and other ancillary spaces. The apparatus bay is approximately 4200 SF with three drive through truck bays as well as a standalone accessory building for additional apparatus and storage. Construction cost for this project was $3,000,000. | CAD Production Technician

DAYTONA BEACH SHORES COMMUNITY CENTER
2016 – 2017

Daytona Beach, Florida — Administrative Facility Experience

The City of Daytona Beach Shores was in need of replacing an aging and outdated community center facility, and contracted with Hall & Ogle to provide the design services. The city wanted a building that would reflect their recognition as a beachside community, and emphasize the city slogan "Life is Better Here!".The final design was achieved through multiple meetings with the city officials, where several design options were presented. Mr. Burley was responsible for providing photorealistic renderings mapped onto photographs of the actual site, as well as production of schematic, design development and construction CAD drawings.

FLAGLER AVENUE LIFEGUARD STATION — 2015 - 2016

New Smyrna Beach, Florida — Innovative Concepts / Municipal Project

Document Production and 3d Renderings for the 2,000 sf New Lifeguard Station Facility for the City of New Smyrna Beach. The facility includes a large garage space, law enforcement office, first aid area. And shower / locker room facilities. Construction cost $650,000. | CAD Production Technician

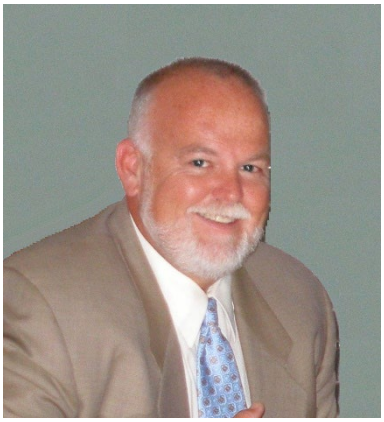
Daytona Beach Police Headquarters Facility — 2006 - 2008

Daytona Beach, Florida — Administrative Facility Experience

Document Production and 3d Renderings for the new three-story 96,000 SF building for the City of Daytona Beach. This facility provides the latest technology for the Daytona Beach Police Department. The $22.6 million project was completed in 2008 and received numerous accolades. Mr. Burley was responsible for providing photorealistic renderings to be used for City Council design approval, as well as production of schematic, design development and construction CAD drawings. | CAD Production Technician

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS



44 Years of Experience

Education

- BS, Civil Engineering, University of Central Florida, 1978

Registrations

- Professional Engineer #32645
- Registered Landscape Architect #0001553
- General Contractor #C021951
- Commercial Pool Contractor #CP C048220
- Real Estate Broker #BK 0349954

Affiliations

- National Society of Professional Engineers
- Florida Engineering Society

Parker Mynchenberg, P.E., R.L.A.

Principal Engineer

Parker Mynchenberg founded Parker Mynchenberg & Associates in 1984 and has served as the Principal in Charge since the firm's founding. Parker is one of the areas leading Civil Engineers and Landscape Architects with a proven track record of successful projects for clients throughout Volusia and Flagler Counties. Parker's design and permitting experience includes hundreds of municipal projects including site plans, parks, roadways and landscaping constructed within Volusia and Flagler Counties.

Project Experience

Beach St Streetscape – City of Daytona Beach
Redevelopment of the main thoroughfare in downtown Daytona Beach. Phase 1 of the project is complete from Orange Ave to Bay St and Parker Mynchenberg & Associates was selected for Phase 2 from Bay St. to Fairview Ave and MMB form Beach St to US-1. The Phase 1 project included roadways design, lighting, parking, sidewalks, landscaping, stormwater improvements, water and sewer improvements.

Embry-Riddle Aeronautical University Welcome Center - City of Daytona Beach
Design of Jim W. Henderson Administration and Welcome Center. The project consisted of a 2-story, 37,454 SF welcome center building with eight (8) covered parking stalls, 45 additional parking stalls, additional drainage, utility, ornamental pond, landscape, irrigation, and reuse improvements.

Plantation Oaks of Ormond Beach – City of Ormond Beach
Residential subdivision of 1,577 single family units over 1,000 acres. The water and wastewater utility systems include a regional expansion of the City's utility system. The water system includes looping of the potable water system North from US-1 along Plantation Oaks Blvd. The wastewater collection system includes eight (8) lift stations with a manifolded force main system and a master lift station.

Tomoka North – City of Daytona Beach
Commercial subdivision located north of LPGA Blvd west of Williamson Blvd. The design includes new roadways, sidewalks, stormwater, landscaping, water and sewer system improvements. The water system includes 7,700 LF of 12" PVC water main. The wastewater collection system includes 5,000 LF of gravity collections system, a portion of the development is served by an existing City lift station and the remainder is served by one (1) new lift station. The force main improvements include 8" PVC force main to tie-in to the City's 12" force main in the Williamson right-of-way.

Tomoka Town Center – City of Daytona Beach
The project included the design and permitting of a new outlet mall and all supplemental elements including but not limited to parking, landscaping, utility extensions, roadway improvements and stormwater management. The stormwater design includes stormwater conveyance and treatment systems that meet nutrient removal requirements. The stormwater system includes wet ponds, interconnected by large diameter RCP, and two (2) triple box culvert bridges over an existing drainage ditch.

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PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS



28 Years of Experience

Education

- ME, Environmental Engineering, University of Florida, 1995
- BS, Environmental Engineering, University of Florida, 1994

Registrations

- Professional Engineer #53985
- Registered Landscape Architect #6667011

Affiliations

- Tau Beta Pi Engineering Honor Society
- Golden Key Honor Society
- American Public Works Association

Steve Buswell, P.E., R.L.A.

Senior Project Engineer

Steve Buswell is a Professional Engineer and Registered Landscape Architect specializing in land development and utility design. Steve's responsibilities include project management, technical design and permitting for public and private clients. Steve excels at administration of municipal projects including bidding services, construction administration and closeout document coordination. Steve has completed many utility systems within the Volusia and Flagler County including hydraulic modeling, distribution and collection system sizing, final design and permitting.

Project Experience

S.R. 44 Sanitary Sewer Improvements – Utilities Commission City of New Smyrna Beach

An extension of the Utilities Commission City of new Smyrna Beach's wastewater collection system. Steve oversaw design, permitting, bidding and construction phase services for these improvements. The project scope included 2,800 LF of gravity collection system, a new submersible lift station and approximately 1,600 LF of force main. This project was complete as part of a Professional Services Agreement with the City of New Smyrna Beach.

Osprey Pointe Apartments – City of Port Orange

Design of a 360-unit multifamily project with clubhouse. The site design included more than 13,000 LF of potable water mains ranging in size from 3"-12". The potable water system included two (2) connections to the City of Port Orange's water distribution system. The wastewater system included the gravity collection system and a new lift station designed to City standards.

Lift Station #3 – Embry Riddle Aeronautical University

Replace an existing lift station with a new submersible lift station with backup power. The new submersible lift station included a comminutor adjacent to the new wet well to reduce pump ragging. The design included a new force main, tie-ins, and construction sequence for the existing station to remain in service until startup and testing were complete for the new lift station.

Napier Apartments – City of Daytona Beach

Design of a 260-unit multifamily project. The site design included more than 11,000 LF of potable water mains ranging in size from 2"-12". The wastewater collection system includes more than 4,000 LF of gravity collection piping and a new lift station.

First Step Shelter – City of Daytona Beach

Steve completed the site design, permitting and construction phase services for the First Step Shelter. The utility improvements included a wastewater collection system with 1,500 LF of gravity collection pipe and a submersible lift station with backup power. The potable water system includes 2,400 LF of pipe and connection to the City's utility system in the FDOT right-of-way for US-92.

Marsh Pointe – St. Augustine

Residential subdivision that included a potable water system of 2,500 LF of 8" PVC. The improvements included extending the City's distribution system within the existing right-of-way with open cut and directional drill pipe installation. A hydraulic model was prepared to demonstrate the system extension would provide adequate flow for potable and fire flow demands.

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)



NAME	ROLE IN THIS CONTRACT	YEARS EXPERIENCE	
John P. Simko, PE	Structural Engineer Principal-in-Charge Project Manager	TOTAL 40	WITH CURRENT FIRM 15

FIRM NAME AND LOCATION *(City and State)*
MS Structural Engineers / Ormond Beach, Florida

EDUCATION *(DEGREE AND SPECIALIZATION)*	CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Master of Science / Structural Engineering Bachelor of Civil Engineering	Professional Engineer: Florida, California, Maryland, New York, Oklahoma, Vermont Nevada, North Carolina, Oregon, Virginia, Indiana, New Jersey, Washington DC, South Carolina, Ohio

OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations. Training, Awards, etc.)*
John Simko has 40 years of experience including high-rise design (20 to 30 stores) in steel and concrete. His experience extends to all facets of structural engineers and field construction. He has designed projects in all parts of the world including Sidney Australia, Beirut Lebanon, Northern Ireland, and San Salvador. He has also taught structures and construction techniques as a Professor at East Carolina University.

SELECTED EXPERIENCE

TITLE AND LOCATION *(City and State)*
Volusia County / UCF Business Incubator
Daytona Beach, Florida

YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2011	2011

BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

10,000 SF remodeling within the Daytona Beach International Airport. It houses 21 offices of varying sizes, a training room, board room, break room and other support spaces to be utilized by new "upstart" businesses primarily in the technology field. This $1.3 million project was recently completed in August 2011. | Structural Engineer
Owner Information: County of Volusia | Gary Morton, Project Manager | 386-804-9229 | gmorton@co.volusia.fl.us
Contractor Information: AM Weigel Construction | Mike Weigel, President | 386-257-6691 | amweigel@amweigel.com

TITLE AND LOCATION *(City and State)*
Embry-Riddle Aeronautical University – Nextgen Facility Test Bed
Daytona Beach, Florida

YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2010	2011

BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

14,000 SF remodeling with the Daytona Beach International Airport for the private university. It houses a demonstration are for demonstrations of the future of air traffic control utilizing innovative satellite technology instead of ground based system. The remodel also includes an integration area, conference room, meeting area, offices, data center and other support spaces. This is one of only three facilities of its kind in the country. This $1.3 million project was recently completed in August 2011. | Structural Engineer
Owner Information: ERAU | Chris Hardesty, Director of Construction | 386-226-6512 | chris.hardesty@erau.edu
Contractor Information: AM Weigel Construction | Mike Weigel, President | 386-257-6691 | amweigel@amweigel.com

TITLE AND LOCATION *(City and State)*
Embry-Riddle Aeronautical University – Building "M" Renovation
Daytona Beach, Florida

YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2011	In Design

BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

HHO is currently designing a complete gut and remodel of an existing 15,000 SF building that currently houses ERAU's materials management, reprographics, and worldwide bookstore. The remodeled building will house the College of Mechanical Engineering, with three large laboratories, a design studio, CAD Room and associated faculty offices and support spaces. | Structural Engineer
Owner Information: ERAU | Chris Hardesty, Director of Construction | 386-226-6512 | chris.hardesty@erau.edu
Contractor Information: *Not Selected At This Time*

TITLE AND LOCATION *(City and State)*
Embry-Riddle Aeronautical University – Softball and Soccer Dugouts
Daytona Beach, Florida

YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2010	2011

BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

Four new concrete and CMU dugouts constructed in ERAU's recently completed Athletic Complex. Two were built at the new NCAA softball fields and the other two at the new intramural field. Two soccer dugouts were also built out of steel and concrete. HHO has a continuing architectural services contract with ERAU for minor projects. | Structural Engineer
Owner Information: ERAU | Chris Hardesty, Director of Construction | 386-226-6512 | chris.hardesty@erau.edu
Contractor Information: AM Weigel Construction | Mike Weigel, President | 386-257-6691 | amweigel@amweigel.com

TITLE AND LOCATION *(City and State)*
Gemini Springs Park Deck Replacement
Daytona Beach, Florida

YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2011	In Design

BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

1,400 SF wood timbered replacement deck attached to an existing pavilion. Deck has unique geometry bases on an equilateral triangular grid of the pavilion. All foundations, framing and connections designed by MS Structural Engineers. This project is being completed under HHO's continuing architectural services contract with The County of Volusia. | Structural Engineer
Owner Information: County of Volusia | Gary Morton, Project Manager | 386-804-9229 | gmorton@co.volusia.fl.us
Contractor Information: *Not Selected At This Time*

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)



MICHAEL KNOTT

Mechanical Engineer

Michael is a mechanical and fire protection engineer as well as a certified HVAC designer with over five years' experience in MEP design. In his five years with Above Group, he has demonstrated knowledge of HVAC, plumbing and fire protection design on projects in a variety of markets and project types: educational buildings, Veterans Affairs healthcare facilities, office buildings, warehouses, county jails, and aerospace facilities (launch sites, clean rooms and offices).

LICENSES & CERTIFICATIONS

Professional Engineer
FL (#91858)
MD (#58963)

ASHRAE

CHD (Certified HVAC Designer)

EDUCATION

Florida Institute of Technology
Bachelor of Science in
Mechanical Engineering | 2017

NOTABLE PROJECTS:

Mechanical Engineer / Designer
VOLUSIA COUNTY BRANCH JAIL BOILER MODIFICATIONS
Daytona Beach, FL | 2021

Mechanical Engineer / Designer
VOLUSIA COUNTY CORRECTIONAL FACILITY CHILLER REPLACEMENT
Daytona Beach, FL | 2018

Mechanical Engineer / Designer
VOLUSIA COUNTY COURTHOUSE COOLING TOWER AND ROOF REPLACEMENT
Daytona Beach, FL | 2021
Construction cost: $500,000

Mechanical Engineer / Designer
VOLUSIA COUNTY CORRECTIONAL FACILITY WEST DORMITORY
Daytona Beach, FL | 2022

Mechanical Engineer / Designer
VOLUSIA COUNTY SHERIFF RESTROOM RENOVATION
Daytona Beach, FL | 2022

Mechanical Engineer / Designer
VOLUSIA COUNTY BRANCH JAIL POTABLE WATER PIPING
Daytona Beach, FL | 2020

Mechanical Engineer / Designer
DAYTONA BEACH INTERNATIONAL AIRPORT CHILLED WATER STUDY
Daytona Beach, FL | 2018

Mechanical Engineer / Designer
EXHAUST FAN REPLACEMENT AT THE OCEAN CENTER CONVENTION CENTER
Daytona Beach, FL | 2018

Mechanical Engineer / Designer
TCK ADMINISTRATION CENTER SECOND FLOOR RESTROOM RENOVATION
Deland, FL | 2021

Mechanical Engineer / Designer
CAPE CANAVERAL LAUNCH CONTROL CENTER
Cape Canaveral Air Force Base, FL
2021

Mechanical Engineer / Designer
SPACECRAFT PROCESSING HANGER AT LAUNCH COMPLEX 16
Cape Canaveral Air Force Base, FL
2021

Mechanical Engineer / Designer
MIAMI VETERANS AFFAIRS MEDICAL CENTER NEW RESEARCH LABORATORY
Miami, FL | 2021

Mechanical Engineer / Designer
ORANGE COUNTY CORRECTIONS FACILITY EQUIPMENT REPLACEMENTS
Orlando, FL | 2021

Above Group
ENGINEERING | DESIGN | CONSULTING
Above the Standard. Above Expectations.

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)



BRANDON SARGENT

Electrical Engineer

Brandon is a licensed electrical engineer with more than 14 years of experience, primarily in the healthcare and higher education markets. However, throughout his career, he has also performed work on projects in the industrial, laboratory, senior living and government sectors. An expert in the design of electrical drawings, Brandon excels at power distribution design, lighting design, emergency power system design, life safety system design, communication systems, fire alarm systems, nurse call systems, security and a/v systems.

LICENSES & CERTIFICATIONS

Licensed
Professional Electrical
Engineer
OH# 82305
TN# 125633
FL# 92822

LEED AP BD+C

EDUCATION

Grove City College, Grove City, PA
Bachelor of Science in Electrical Engineering with Computer Emphasis

NOTABLE PROJECTS:

Electrical Engineer
VOLUSIA COUNTY BRANCH JAIL POTABLE WATER PIPING
Deland, FL | 2021

Electrical Engineer
VOLUSIA COUNTY SHERIFF RESTROOM RENOVATION
Daytona Beach, FL | 2022

Electrical Engineer
VOLUSIA COUNTY HEALTH DEPARTMENT ELECTRICAL UPGRADES
Deland, FL | 2021

Electrical Engineer
VOLUSIA COUNTY COURTHOUSE FIRE DAMPER REPLACEMENT
Deland, FL | 2021

Electrical Engineer
VOLUSIA COUNTY CORRECTIONAL FACILITY WEST DORMITORY
Daytona Beach, FL | 2022

Electrical Engineer
VOLUSIA COUNTY NEW INMATE MENTAL HEALTH DORMITORIES
Daytona Beach, FL | 2022

Electrical Engineer
THOMAS C. KELLY ADMINISTRATION CENTER SECOND FLOOR RESTROOM RENOVATION
Deland, FL | 2021

Electrical Engineer
THOMAS C. KELLY ADMINISTRATION CENTER FIRST FLOOR RESTROOM RENOVATION
Deland, FL | 2022

Electrical Engineer
THOMAS C. KELLY ADMINISTRATION CENTER THIRD FLOOR RESTROOM RENOVATION
Deland, FL | 2021

Electrical Engineer
S. JAMES FOXMAN JUSTICE CENTER RESTOOMS RENOVATION
Daytona Beach, FL | 2020

Electrical Engineer
NASA DESIGN OF REPAIR SHORELINES, DRAINAGE, AND DOCKS AND VARIOUS LOCATIONS
Merritt Island, FL | 2020

Electrical Engineer
LAKE NONA VETERANS AFFAIRS EMERGENCY DEPARTMENT EXPANSION
Orlando, FL | 2020

Electrical Engineer
MIAMI VETERANS AFFAIRS NEW LABORATORY CONSTRUCTION
Miami, FL | 2021

Above Group
ENGINEERING | DESIGN | CONSULTING
Above the Standard. Above Expectations.

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HALL & OGLE ARCHITECTS, INC.

FIRM EQUIPMENT



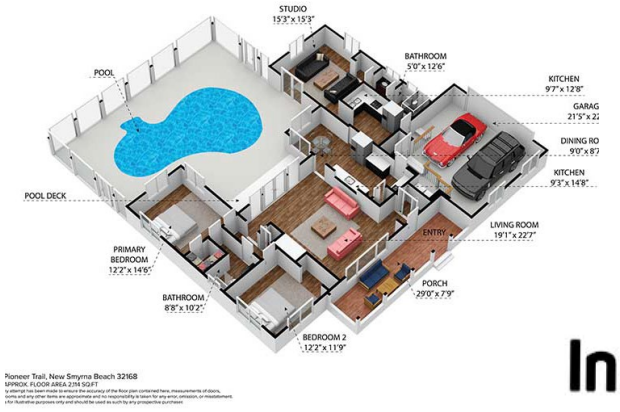
Hall & Ogle and our sub-consultants use leading-edge technology throughout the design and documentation processes by fully integrating the most advanced and latest releases of Autodesk products. Hall & Ogle uses programs such as REVIT Architecture, Autodesk Viz and AutoCad. We recognize the difficulties of project visualization and strive to eliminate them through the use of physical and virtual 3d models using the 3d capabilities of our production software as well as Sketchup and Adobe Photoshop so that our clients may proceed with a clear vision of the finished project.

AUTOCAD

AUTODESK REVIT

AUTODESK® 3DS MAX®

SketchUp



Insta360 X3

Hall & Ogle (Prime / Architect) has (4) BIM/CAD Workstations, (1) large format plotter, (5) printers and (1) copy machine. Our most recent addition is an Insta360 - 360 Degree Camera with Matterport and Captur3d subscriptions.

Parker Mynchenberg (Civil / Landscape Architect) has (10) computers, (10) printers, (5) copier/printer/scanners, (4) plotters, (1) color copier/scanner, (1) fax, and (5) BIM/CAD Workstations.

MS Structural Engineers (Structural) has (4) BIM/CAD Workstations, (1) large format plotter, (2) printers and (1) 3-in-1 Machines.

Above Group Inc. (Mechanical, Electrical, Plumbing) has (2) redundant and cloud backed-up centralized servers, (6) BIM/CAD Workstations, (1) standard computer workstation, and (2) 3-in-1 Machines.

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

HALL & OGLE ARCHITECTS, INC.

PROJECT APPROACH

Hall & Ogle uses a holistic team approach in developing our projects with our engineering team providing their expertise from Pre-Design through Post Construction. The consultant team we have assembled for the Holly Hill Continuing Services contract are aware of and agree with our approach to project coordination, documentation production, and construction administration.

The flow outline listed below addresses items pertaining to Design Reviews and Coordination, Permitting, Scheduling and Phasing, Budgeting, and Contract Administration. These items are interconnected throughout all phases of the project, and it has been our experience that by phasing the project in the following manner a more streamlined development and control of these items is achieved.

1. Pre-Design Phase: (Design Reviews/ Scheduling and Phasing/ Budgeting)

   Meet with the Owner's key personnel for this facility focusing on the following:

   a. Review basic programming needs/functions that staff has determined to be the core needs for the project.
   b. Help staff develop spatial requirements for each key function.
   c. Help staff to review adjacencies/work/people flow requirements for all functions.
   d. Review with the Owner's services staff what works/doesn't work for them, ensuring an efficient well functioning design.
   e. Review programmatic growth needs for the next 10/25 years.
   f. Review project size/function with requirements of project budget. Develop project alternates for methods of ensuring facility stays in budget.
   g. Review site constraints/opportunities with staff, developing concepts that best maximize opportunities and minimizing the constraints, also turning constraints into opportunities to best leverage Owner's needs/budget.
   h. Develop proposed methods for accommodating facility occupation and continued use during demolition and construction phases of the project.
   i. Prepare initial Pre-Design Report and Proposal/ Recommendations for Owner's review and approval.

2. Document Production: (Design Reviews/ Scheduling and Phasing/ Budgeting/ Permitting)

   Develop design and construction documents for the project in the following traditional sequence of phases:

   a. Schematic / preliminary design phase: Development of schematic/preliminary design concepts for the project to include alternate concepts for the Owner's review and approval. Review approved concept for adherence to Owner's Construction budget and schedule.
   b. Design Development Phase: Development of the approved concept to include evaluation of proposed site development/ improvements, energy efficient exterior envelopes/ fenestration options and energy efficient mechanical HVAC/ electrical systems that your facilities department can easily maintain through the life of the facility. Complete review of proposed construction, materials and HVAC/ plumbing/ electrical systems and site development costs for adherence to Owner's construction budget and schedule. Provide Construction Manager design development document for preparation of the initial Guaranteed Maximum Price. Begin review coordination with Owner's Facilities Director and Building Officials to insure project conformity to Owner's standards and code compliance.

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c. Construction Document Phase: Completion of complete/ accurate and well coordinated construction/ bidding documents and specifications. Work hand in hand with Construction Manager to provide an updated GMP. Work with Owner's staff to provide products/ systems that are durable/ low maintenance and with-in the capabilities of staff to maintain and operate. Review final documentation/ design with Owner's Building Officials to insure project conformity to Owner's standards and code compliance.

d. Bidding Phase: Assist the Construction Manager during the bidding of the project, for adherence to the requirements of the bid documents and specifications. Review and evaluate bid alternates provided in construction documents to maintain project budget. If required, provide revised documents for cost reduction and/or budget adherence. Confirm receipt of all permits required for construction of the project.

3. Construction Administration Phase: (Contract Administration)

a. Conduct weekly construction progress/ review meetings with the Owner's representative and the Construction Manager at the job site during the construction phase of the project.
b. Provide interpretations of the contract documents as required by the Owner or Construction Manager, and provide resolution of any construction issues that may arise during construction.
c. Provide weekly inspections of Work in Place for adherence to the contract documents and specifications.
d. Provide weekly construction inspection reports to the Owner and Construction Manager. Provide timely and thorough shop drawing review of all required items.
e. Attend all pre-construction meetings on major building elements and systems.
f. Provide a team player approach to all RFI's and resolution (with required documents) of any construction issues with the owner's interest in full focus, not to hinder or delay the construction schedule and minimize any additional cost to the owner.
g. Provide inspection and punchlists for all work in place at the completion of the projects' construction.
h. Review all of the required close-out documents submitted by the Construction Manager, for the project to include: 'as-built' drawings (digital format), Owner's operation/ maintenance manuals, and project warranties.
i. Confirm completion and provide final acceptance of Work in place for Owner's use of the project.

4. Warranty Period Services: Provide inspection of project at end of Construction Manager's warranty period (typically 1 year) to identify any construction, materials, or systems difficulties. Provide one year warranty inspection report to Owner and Construction Manager. Confirm all required corrective work.

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

HALL & OGLE ARCHITECTS, INC.

QUALITY CONTROL

QUALITY ASSURANCE/ CONTROL

Hall and Ogle maintains a policy of treating each project as a collaborative team effort, where the Firm's two principals are both personally and directly involved with the design and construction administration of your project for a seamless flow of oversight over design, production and administration through the entire study. You will work and communicate directly with the Firm Principals through each step of the project.

Hall and Ogle utilizes a standard 3 Phase Design Documentation strategy to ensure seamless and coordinated progress throughout the project from conception to completion. Project documents are assembled and reviewed at three major phases, Schematic, Design Development and Construction Documents, as well as their respective sub-milestones (60% / 90%). This, again, virtually eliminates coordination issues and aids in identifying problematic areas and areas that could pose a threat to the budget before they affect the project.



Halifax Plantation Fire Station 16

Additionally, HO has developed an extensive library of standard details and specifications that have been utilized on our municipal, educational and institutional type projects over the past forty one years, giving us the ability to streamline our efforts by utilizing tested, tried and true methods and materials, while at the same time, saving our clients time and money in the delivery of our projects. Any new materials or methods are closely scrutinized, and require existing product examples that we can see first hand, as well as assurance from not only the vendors, but contractors and tradesmen that have used the product or method that it will perform to the highest level of expectation set by our firm and the City of Holly Hill regarding maintenance, durability, lifespan and suitability for the intended project, with warranties that reflect that assurance.

Finally, Hall & Ogle has developed a reputation for providing comprehensive design and construction administration services that result in well designed, functional and well constructed facilities that adhere to our client's budget. To ensure our design adheres to the budget we will provide a construction cost opinion at the initial stage of design (schematic design phase) and update that opinion at each different design phase. Over the last several years, we have added Professional Estimators to the project team as prices and supply chain issues have added new complexity to the overall project delivery. The results are realistic estimates that reflect the current local economic conditions and a more accurate prediction of any potential budgetary issues.



Fire Station 91 - Ormond Beach, Fl.

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

HALL & OGLE ARCHITECTS, INC.

CONTINUING SERVICE CONTRACTS

Hall & Ogle Architects currently has continuing service contracts with The City of Holly Hill, The City of New Smyrna Beach, The City of Ormond Beach, Volusia County School District, and The County of Volusia. Under these contracts we have completed many projects similar to the size of projects that would be included under the currently proposed contract for Continuing Architectural Services for the City of Holly Hill, Florida.

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

Continuing Service Contract (Current)
Replacement Fire Station
Public Works Facility – Metal Building Interior Buildout
Market Restaurant renovations
Misc. Re-Roofing projects
New Community Center
New Gymnasium / Pool
Owner Information: City of Holly Hill | Steve Juengst, Facilities Supervisor| 386-248-9463 | sjuengst@hollyhillfl.org

Volusia County School District, Facilities Services 3750 Olson Drive, Daytona Beach, FL 32124

Continuing Service Contract (10+ Years)
16 New Schools
15 Addition/Renovation Projects
Several Other New Facilities / Renovations
Owner Information: VCS | Tom Brown | 386-947-8786|tbrown@volusia.k12.fl.us

County of Volusia, 123 W Indiana Avenue, DeLand, FL 32720

Continuing Service Contract (8 Years - Current)
6 New Fire Stations / 1 Fire Training Building
8 Projects for VOTRAN
Business Incubator
Multiple Misc. Additions/Renovations
Owner Information: County of Volusia | Jose' Alvarez, Project Manager | 386-248-1760 | jalvarez@co.volusia.fl.us

City of Ormond Beach, 22 S. Beach Street, Ormond Beach, FL 32176

Continuing Service Contract (15 Years - Current)
Architectural Review Services
2 Fire Stations
Multiple Misc. Additions/Renovations
Owner Information: City of Ormond Beach |Steve Spraker, Senior Planner | 386-676-3341 | spraker@ormondbeach.org

City of New Smyrna Beach, 1400 S.R. 44, New Smyrna Beach, Fl. 32168

Continuing Service Contract (Current)
Owner Information: City of New Smyrna Beach | Mr. Khalid Resheidat | 386-410-2610 | kresheidat@cityofnsb.com

City of Port Orange, 1000 City Center Circle, Port Orange, Fl. 32129

Continuing Service Contract (Current)
Owner Information: City of Port Orange Bldg. Dept. | Peter Ferreira | 386-506-5864 | pferreira@port-orange.org

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

HALL & OGLE ARCHITECTS, INC.

PROJECT EXAMPLES

HOLLY HILL REPLACEMENT FIRE STATION
Owner: City of Holly Hill, Florida
Contact: Steve Juengst
Department of Public Works
453 LPGA Blvd. Holly Hill, Fl 32117
sjuengst@hollyhillfl.org I (386)-248-9463

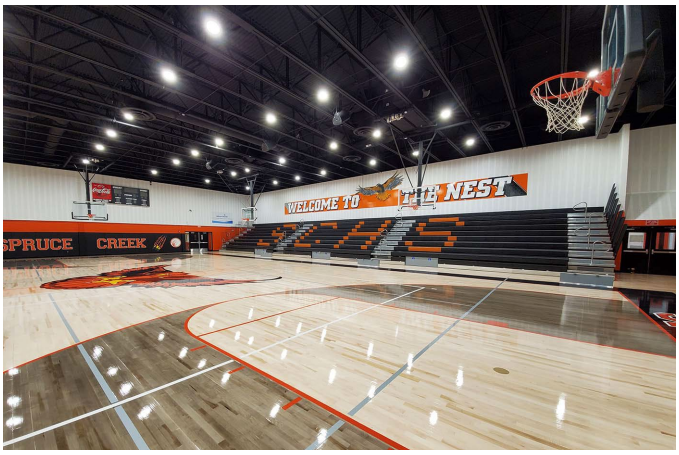


Master Planning, Design and Construction Administration of the Replacement Fire Station for the City of Holly Hill, Fl. New 6,300 sf station with 3,400 sf of support areas and 2,900 sf equipment bays and storage areas. Facility will be designed as a Level IV Essential Facility (FBC 2020) with low maintenance / high performance materials.

Project Status: 90% Construction Documents

Role of Key Personnel:
John E. Hall Primary Contact, Project Lead, Project Architect
Schyler Cerqueira Cad Production, 3d Modeling

SPRUCE CREEK HIGH SCHOOL GYMNASIUM RENOVATIONS
Owner: Volusia County Schools
Contact: Thomas Brown
300 Olson Drive
Daytona Beach, Florida 32124
tbrown@volusia.k12.fl.us
386-947-8786x50822



Hall & Ogle was selected to provide Design and Construction Administration for an extensive remodel to the existing Gymnasium at Spruce Creek High School. The scope of work included removal and replacement of the existing wood flooring, removal and replacement of the existing wood bleachers with new state of the art retractable bleacher seating with high performance plastic seating. The entrance doors in the gym were replaced and the entire gym was repainted. The scope also included all new HVAC equipment (rooftop mounted), all new LED lighting, and new electrical panels for control of the bleachers. The entire gymnasium was repainted from top to bottom, including custom painted logos on the gymnasium flooring.

Project Status: Completed 2020

Role of Key Personnel:

David D. Ogle Primary Contact, Project Lead, Project Architect
Joseph Burley Cad Production

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

HALL & OGLE ARCHITECTS, INC.

PROJECT EXAMPLES

HOPE PLACE PUBLIC LIBRARY
Owner: The County of Volusia
Contact: Contact: Jose' Alvarez
Facilities Management
3811 Tiger Bay Road
Daytona Beach, Florida 32124
JAlvarez@co.volusia.fl.us
386-248-1760



The Hope Place Library was constructed on the site of the old Hurst Elementary School in Daytona Beach. The 5,000 sf structure is built in the same location of the original Kindergarten building that was partially demolished and serves as a regional library to serve the surrounding neighborhoods as well as the Hope Place Shelter being built by Volusia County.
This project design and construction was to be executed while other construction and activities were being conducted, making this a challenge in coordination. The design also needed to be able to meet the needs of the neighborhood and the shelter for seamless operation. At a construction cost of $800,000, it also utilized the CM method of delivery.

Project Status: Completed 2019

Role of Key Personnel:

David D. Ogle	Primary Contact, Project Lead, Project Architect
Joseph Burley	Cad Production, 3d Modeling

GREYHOUND LINES TERMINAL REPLACEMENT
Owner: Greyhound Lines, Inc.
Contact: William Sliger
350 Paul Street, 10th Floor
Dallas, Tx 75201
bill.sliger@greyhound.com
214-849-8196



Hall & Ogle was selected to provide Design and Construction Administration for the new Greyhound Terminal Replacement in Daytona Beach. The project included demolition of the existing aged terminal, extensive site planning and traffic access reconfiguration. A very interesting and visible project, the new Greyhound Terminal Replacement came in on time and in budget.

Project Status: Completed 2021

Role of Key Personnel:

David D. Ogle	Primary Contact, Project Lead, Project Architect
Joseph Burley	Cad Production, 3d Modeling

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

HALL & OGLE ARCHITECTS, INC.

PROJECT EXAMPLES

DAYTONA BEACH SHORES COMMUNITY CENTER

Owner: The City of Daytona Beach Shores, Florida
Contact: Kurt Swartzlander, City Manager
2990 S. Atlantic Avenue
Daytona Beach Shores, Florida 32124
kswartzlander@cityofdbs.org
386-248-1760



This 16,600 sf facility was designed to be a signature building for the City of Daytona Beach Shores. It had to serve many purposes from Council Chambers, to multi-purpose rooms, a Senior Center and tennis facilities. The distinctive shape and color of the roof were designed to reflect the proximity to the Atlantic Ocean just across the street and has become an iconic feature for the City. Construction cost for this project was $5,629,816.

Project Status: Completed 2018

Role of Key Personnel:

David D. Ogle	Primary Contact, Project Lead, Project Architect
John E. Hall	Project Architect
Joseph Burley	Cad Production, 3d Modeling

OSTEEN FIRE STATION 36

Owner: The County of Volusia
Contact: Contact: Jose' Alvarez
Facilities Management
3811 Tiger Bay Road
Daytona Beach, Florida 32124
JAlvarez@co.volusia.fl.us
386-248-1760



The Osteen Fire Station No. 36 was in need of an expanded space to house new and larger fire containment vehicles as well as expanding the dormitory space for additional crew. The expansion included addressing circulation areas to meet Life Safety requirements, a new gear storage room, Decon area, and a new SCBA storage room. The existing apparatus bay was increased by over 900 square feet, with renovations to the existing kitchen, bathroom areas, and roof system. The building also received new impact rated windows and doors.

Project Status: Completed 2019

Role of Key Personnel:

David D. Ogle	Primary Contact, Project Lead, Project Architect
Joseph Burley	Cad Production, 3d Modeling

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

HALL & OGLE ARCHITECTS, INC.

PROJECT EXAMPLES

WOODWARD AVENUE ELEMENTARY SCHOOL
RENOVATIONS AND ADDITION

Owner: Volusia County Schools
Contact: Contact: Thomas Brown
300 Olson Drive
Daytona Beach, Florida 32124
tbrown@volusia.k12.fl.us
386-947-8786x50822



Hall & Ogle was selected to provide a "re-use" of the Westside Elementary Project since Woodward Avenue Elementary is a "sister" school to Westside. Similar to Westside, the renovations include improvements to the parent drop off/ parking and bus loop areas, and remodeling of the existing food service/ multi-purpose and administration areas. Additions include a new 5,400 sf Administration Building, a new 10,400 sf Classroom Building, a new 14,000 sf Food Service/ Multi-purpose Building, plus interior renovations to provide new Classrooms and Media Center.

Project Status: In Construction (Estimated Completion August 2023)

Role of Key Personnel:

David D. Ogle	Primary Contact, Project Lead, Project Architect
Schyler Cerqueira	Cad Production, 3d Modeling

WESTSIDE ELEMENTARY SCHOOL
RENOVATIONS AND ADDITIONS

Owner: Volusia County Schools
Contact: Contact: Thomas Brown
300 Olson Drive
Daytona Beach, Florida 32124
tbrown@volusia.k12.fl.us
386-947-8786x50822



Hall & Ogle was selected to provide the Master Planning, Design and Construction Administration of extensive renovations and additions to an existing occupied campus. Renovations include complete reconfiguration of parent drop off parking and bus loop areas, and remodeling of the existing food service/ multi-purpose and administration areas. Additions include a new 5,400 sf Administration Building, a new 10,400 sf Classroom Building, a new 14,000 sf Food Service/ Multi-purpose Building, plus interior renovations to provide new Classrooms and Skills/Music/Art Lab rooms. This was a phased project on a challenging, occupied campus.

Project Status: Completed 2019 (Phase 1) 2021 (Phase 2)

Role of Key Personnel:

David D. Ogle	Primary Contact, Project Lead, Project Architect
Joseph Burley	Cad Production, 3d Modeling

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

HALL & OGLE
ARCHITECTS, INC.

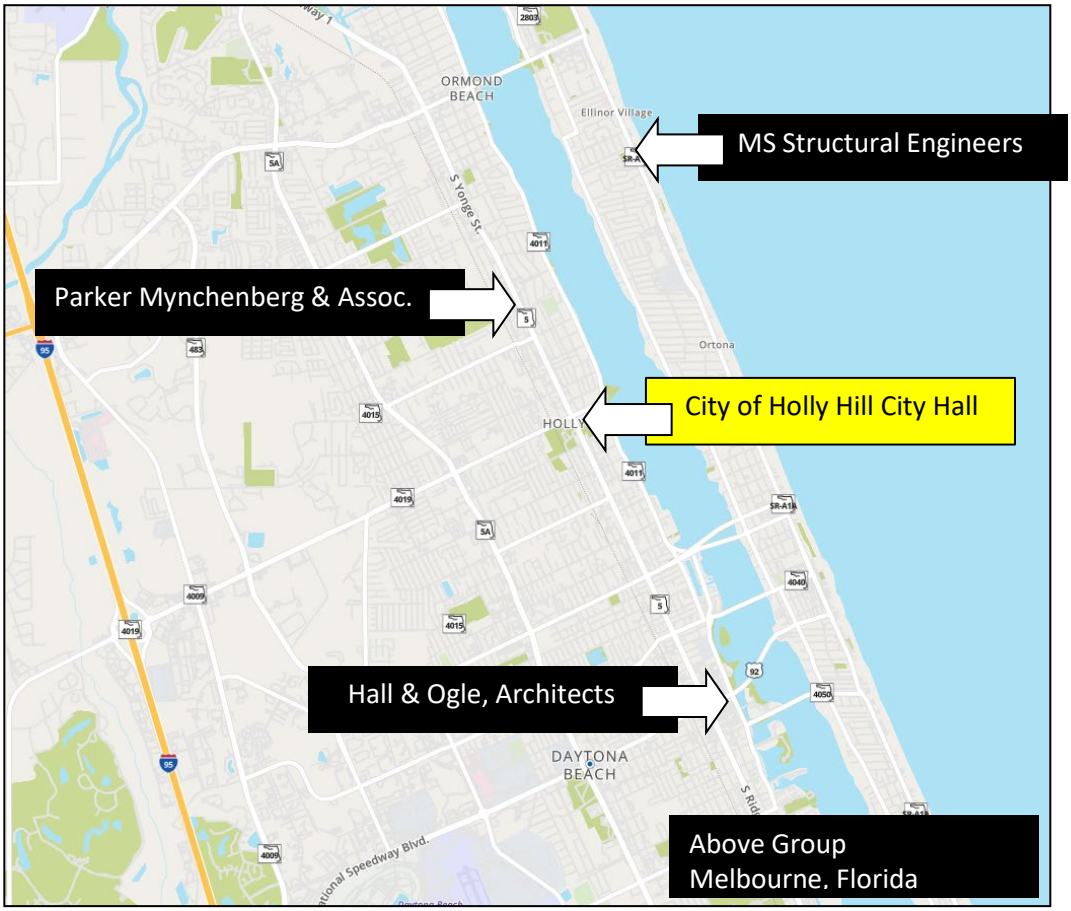
TAB 3

Office Location and Number of Employees

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

HALL & OGLE ARCHITECTS, INC.

FIRM LOCATIONS / AVAILABILTY / NUMBER OF EMPLOYEES



Hall & Ogle's office is located in the Downtown area of Daytona Beach. MS Structural Engineers and Parker Mynchenberg & Associates offices are within minutes of the Holly Hill City Hall, Above Group offices are less than 90 minutes away. Hall & Ogle Architects and all sub consultants are immediately available to begin work on this Continuing Services Contract for the City of Holly Hill Florida.

FIRM	DISTANCE TO HOLLY HILL CITY HALL	TIME TO HOLLY HILL CITY HALL	NUMBER OF EMPLOYEES	DISCIPLINE
Hall & Ogle Architects, Inc. 208 Magnolia Avenue Daytona Beach, Florida 32114	2.9 Miles	0.13 Hours (8 Minutes)	5	ARCHITECT (Prime)
Parker Mynchenberg & Assoc. 1729 Ridgewood Avenue Holly Hill, Florida 32117	1.5 Miles	0.06 Hours (4 Minutes)	18	CIVIL
MS Structural Engineers 400 Atlantic Avenue Ormond Beach, Florida 32176	5.1 Miles	0.21 Hours (13 Minutes)	1	STRUCTURAL
Above Group 305 East Drive – Suite H Melbourne, Florida 32904	89.2 Miles	1 Hr. 21 Min.	10	M/E/P

mapquest

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

HALL & OGLE
ARCHITECTS, INC.

TAB 4

Client References

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

HALL & OGLE ARCHITECTS, INC.

REFERENCES

Project:
Volusia County Schools Continuing Services Contract
Owner: Volusia County Schools
Contact: Tom Brown
3750 Olson Drive
Daytona Beach, Florida 32124
tbrown@volusia.k12.fl.us l 386-947-8786

Description:
Hall & Ogle has maintained a close working relationship with Volusia County Schools for over 41 years. During that time, we have successfully completed projects from small maintenance upgrades to new schools with budgets exceeding 30 million dollars. We have maintained a continuing services contract for our entire working relationship, and continue to provide sound architectural services and successful projects, delivered on time and in budget. The range of projects completed for Volusia County Schools would include those that are similar in scope and size of the proposed Fire Station Management Building project.

Comments:
Hall and Ogle has been an outstanding partner with Volusia County Schools and has provided architectural services that have exceeded all expectations. They have always been very responsive and have served our district with the highest level of professionalism you could expect. The one thing that has set them apart from other firms is the fact that we have always worked directly with a principal of the firm from the start to the finish of a project whether it was a small renovation or a campus replacement. We look forward to continuing our relationship with Hall and Ogle and to completeing many more successful projects.

Print Name: Thomas Brown, Coordinator, Facilities Design & Construction *Date:* 5/12/2023

Signature: Thomas Brown

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

HALL & OGLE
ARCHITECTS, INC.

REFERENCES

Project:
Volusia County Continuing Services Contract
Owner: The County of Volusia, Florida
Contact: Jose' Alvarez
Facilities Management
3811 Tiger Bay Road
Daytona Beach, Florida 32124
JAlvarez@co.volusia.fl.us | 386-248-1760

Description:
Hall & Ogle has maintained a Continuing Services Contract with the County of Volusia for over 19 years. During that time, we have completed numerous projects ranging from mechanical upgrades, to public restroom facilities, fire stations, and lifeguard facilities. All successful projects, similar in scope to the proposed Fire Station Management Building project, delivered on time and in budget.

Comments:

As described above, Hall & Ogle has provided Architectural/Engineering (A/E) services to the County of Volusia on a continuous services contract for the last several years (+5). They consistently meet the terms of the contract by completing assigned projects on time and within budget, responding in a timely manner to communications and inquiries, providing adequate staff to manage the workload of the assigned projects, and adequately managing sub-consultants or subcontractors. Our level of confidence remains high in using Hall & Ogle in the future. Overall, our evaluation of Hall & Ogle is very positive.

Print Name: Jose R. Alvarez *Date:* 5/12/2023

Signature:

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

HALL & OGLE
ARCHITECTS, INC.

REFERENCES

Project:
First Step Shelter
Owner: City of Daytona Beach, Florida / First Step Shelter
Contact: Victoria Fahlberg
First Step Shelter
3889 W. International Speedway Blvd.
Daytona Beach, Florida 32114
victoriafahlberg@firststepshelter.org | 978-761-9952

Description:
Hall & Ogle was tasked to design the new First Step Shelter in Daytona Beach. Management of the new shelter was turned over to the First Step Shelter Organization following its completion in 2019, and its evolution continues with the Emergency Shelter Renovations. Hall and Ogle was selected to continue design services to add additional capabilities and upgrades to a very successful shelter project, similar in scope to the proposed Fire Station Management Building project.

Comments:

Hall & Ogle designed the First Step Shelter and oversaw the project every step of the way. I became acquainted with John Hall in 2019 when I was hired to run the newly opened emergency shelter. In 2020 I applied for and received a grant for $818,000 to improve and upgrade the facility and I sought out Hall and Ogle to further this project along after having already done such great work here. Hall & Ogle designed the project for these upgrades and again oversaw every aspect. Near the end of the project the General Contractor encountered problems that led to challenges for the to finish the project. John Hall did an outstanding job as our advocate with the contractor. Hall & Ogle met my expectations and more. We are now in the process of developing another project that will include some small units of affordable housing. There is only one firm I want – Hall & Ogle – because I have complete confidence in their ability to do what it takes to get the job done and to be sure that absolutely everything is complete.

Print Name: Victoria Fahlberg *Date:* 5/11/2023

Signature: Victoria Fahlberg, Executive Director First Step Shelter

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

HALL & OGLE
ARCHITECTS, INC.

TAB 5

Attachments

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

Section 5 –
Qualification Submittals

PROJECT: **Architectural Services**
CITY CONTRACT NO. **RFQ-ARC-23-01**

Name of Proposer: Hall & Ogle Architects, Inc.

Mailing Address: 208 Magnolia Avenue, Daytona Beach Fl. 32114

Street Address: 208 Magnolia Avenue

City/State/Zip: Daytona Beach Fl. 32114

Phone Number: (386) 255-6163

FAX Number: (-----) ----------

Pursuant to and in compliance with the Request for Qualifications, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity Contract Documents, including Addenda Nos. _____ through_____, on file at the Purchasing & Contracts Management Division for the amount hereinafter set forth.

The undersigned, as Proposer, declares that the only persons or parties interested in this Qualification as principals are those named herein; that this Qualification is made without collusion with any person, firm or corporation; and he proposes and agrees, if the Qualification is accepted, that he/she will execute an Agreement with the CITY in the form set forth in the Contract Documents; that he/she will furnish Insurance Certificates, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive.

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 27th day of June, 2023.

Hall & Ogle Architects, Inc.
(Name of PROPOSER)

(Signature of person signing FORM)

David D. Ogle
(Printed name of person signing FORM)

Principal, Vice President
(Title of person signing FORM)

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

RFQ-ARC-23-01 ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Qualification, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Qualification.

I hereby propose to furnish the goods or services specified in the Request for Qualification at the prices, rates or discounts quoted in my Qualification. I agree that my Qualification will remain firm for a period of up to one hundred twenty (120) days in order to allow the City adequate time to evaluate the Qualifications.

I agree to abide by all conditions of this Qualification and understand that a background investigation may be conducted by the City of Holly Hill Police Department prior to award.

I certify that all information contained in this Qualification is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Qualification on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this Qualification is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Qualification for the same product or service; no officer, employee or agent of the City of Holly Hill Government or of any other Proposer interested in said Qualification; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business Hall & Ogle Architects, Inc.

By: _____
Signature

David D. Ogle, Principal, Vice President
Name & Title, Typed or Printed

208 Magnolia Avenue
Mailing Address

Daytona Beach, Fl. 32114
City, State, Zip Code

(386) 255-6163
Telephone Number

Sworn to and subscribed before me

This 27th day of

June 2023

_____
Signature of Notary

Notary Public, State of FLORIDA

Personally Known TO ME
-OR-
Produced Identification _____

Type: _____

TODD DONLICK
Notary Public - State of Florida
Commission # HH 102247
My Comm. Expires Mar 13, 2025
Bonded through National Notary Assn.

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA)
) **ss**
CITY OF Daytona Beach)

Before me, the undersigned authority, personally appeared David D. Ogle, who was duly sworn, deposes, and states:

1. I am the Principal, Vice President of Hall & Ogle Architects, Inc. with a local office in Daytona Beach, Florida and principal office in Daytona Beach, Florida.
2. The above named entity is submitting an Expression of Interest for the City of Holly Hill project described as ***RFQ-ARC-23-01 Architectural Services***
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting Qualifications for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of Holly Hill.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Holly Hill.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of Holly Hill in writing.

DATED this 27th day of June, 2023.

David D. Ogle
Typed Name of Affiant

Principal, Vice President
Title

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

Sworn to and subscribed before me this 27th day of June, 2023.

Personally known to me

OR Produced identification _____ Notary Public - State of FLORIDA

Todd Donlick

TODD DONLICK
Notary Public - State of Florida
Commission # HH 102247
My Comm. Expires Mar 13, 2025
Bonded through National Notary Assn.

My commission expires _____
(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after receiving, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Qualification authorizes release of your firm's credit data to City of Holly Hill.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/Qualification package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the City in the event we are forced to litigate the public records status of the company's documents.

Company Name: Hall & Ogle Architects, Inc.

Authorized representative (printed): David D. Ogle

Authorized representative (signature): 

Date: June 27, 2023

Project Number: **RFQ-ARC-23-01 Architectural Services**

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that Hall & Ogle Architects, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Qualification, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Authorized representative (printed): David D. Ogle

Authorized representative (signature): David D. Ogle

Date: June 27, 2023

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

SECTION 6 –
DRAFT Services Agreement

CITY OF HOLLY HILL
SERVICES AGREEMENT FOR
PLANNING Services With Hall & Ogle Architects, Inc.
(REQUEST FOR QUALIFICATION RFQ-ARC-23-01)

THIS AGREEMENT made and entered into the «Council_Day» day of «Council_Month», «Council_Year» 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:

Hall & Ogle Architects, Inc.
208 Magnolia Ave.
Daytona Beach, Fl. 32114

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.

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

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:

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 -	Price Schedule
Exhibit F -	Business Tax Receipt – (City of Holly Hill)
Exhibit G -	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.

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

Type of Service – Architectural 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 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 -	Price Schedule
Exhibit F -	Business Tax Receipt – (City of Holly Hill)
Exhibit G -	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

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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.

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(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 SubContractor shall be submitted to the City for written approval prior to the Contractor entering into a subcontract. SubContractor 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 subContractor 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.

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(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 by the City Manager for one (1) each year for total of an additional two (2) years. Should the CITY wish to not have this Contract renewed for any year, the CITY shall provide written notice to the CONTRACTOR ninety (30) 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

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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.

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(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.

(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.

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(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:

Joseph Forte
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117
(386)248-9425

(2). For the Contractor:

David D. Ogle
Hall & Ogle Architects, Inc.
208 Magnolia Ave.
Daytona Beach, Fl. 32114

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

Telephone Number: 386-255-6163
E-mail Address: dogle@hoarchitects.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) 248-9440

(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:

David D. Ogle
Hall & Ogle Architects, Inc.
208 Magnolia Ave.
Daytona Beach, Fl. 32114
386-255-6163
dogle@hoarchitects.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

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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

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

other charges of the Contractor. The initial fee for the subject Project shall be as subsequently negotiated by the parties.

(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:

Finance Director
City Hall
City of Holly Hill
1065 Ridgewood Avenue

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

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 Manager 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 (30) calendar days prior written notice is given to the Contractor of the City's intent to terminate.

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(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.

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

(c). Violation of this Agreement by the 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

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(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 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.

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

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 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.

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

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)
4. American with Disabilities Act; Section 17, Paragraph (f)
5. Price Schedule
6. Business Tax Receipt
7. Request for Taxpayer Identification Number and Certification IRS Form W-9

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.

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 «Council_Day» day of, «Council_Month», «Council_Year», and the Contractor signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST: CONTRACTOR

_____ By:_____
Authorized Corporate Officer Authorized Corporate Officer

Date: _____

As approved by the City Commission of the City of Holly Hill at is meeting of ___ _____, 2023.

ATTEST: CITY OF HOLLY HILL

_____ By:_____
Valerie Manning, City Clerk Joseph A. Forte, City Manager

Date: _____

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

EXHIBIT A
Description/Scope of Services

GENERAL SCOPE OF SERVICES

The City is seeking sufficient information in the qualification statement to determine if the firm is qualified to provide the City with architectural services for various projects within the City. Architects shall be required to be knowledgeable in the permitting requirements of local, state and federal agencies and have a strong background of municipal and commercial design experience. Ability to provide and coordinate certain additional services dependent on specific project needs to include mechanical, electrical, structural and environmental services. It is anticipated that the Architect shall provide, but not is limited to, the following services:

Preliminary Project Coordination Administration

- Preparation of preliminary studies and reports, feasibility studies, utility rate studies, financial and fiscal studies and evaluation of existing facilities as necessary.
- Preparation of schematic layouts and sketches where required; opinions of construction cost; and such consultation and conferences with the City as may be necessary for the City to reach decisions concerning the subject matter.
- Consultation and advice concerning the extent and scope of the proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable construction costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate.
- The Consultant shall prepare, present, monitor, and maintain a schedule for the tasks defined in the scope of services; coordinate the project team; organize, and lead the kickoff meeting of the project team.
- The Consultant shall conduct meetings with the project team on a regular basis throughout the completion of the design phase and creation of the construction documents. The Consultant shall be responsible for recording meeting minutes and preparing memoranda for distribution.
- Coordination of sub-consultants' services is the responsibility of the Prime Consultant including satisfactory performance and schedule.

Design Development

- The Consultant and appropriate members of the project team may be required to perform field investigations of the proposed project site for initial suitability determination. The Consultant and appropriate project team members shall meet with public and private utility providers in the area to confirm existing utility locations.
- The Consultant shall produce design development drawings to perform modifications and describe the overall character and extent of the project. Drawing shall include plans, elevations and sections as appropriate.
- Design development may include site inspections required to confirm site plan and records of utilities and other relevant features at the project site as they relate to project design.
- The Consultant shall prepare complete design plans to address revisions necessary based upon comment received during City and agency reviews;

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

preparation of permit applications and attending project review meetings as may be required by such agencies as have legal review authority over the project.

- The Consultant shall prepare construction documents at a suitable scale for all items described above including demolition of existing features to be removed, civil plans, and permit application and permit drawings which are appropriate for public bidding.
- The Consultant shall present the construction documents to appropriate project members and City department at 30%, 60%, 90% completion for review and approval.
- The Consultant shall prepare final statement of probable project cost.
- The Consultant shall coordinate and assemble technical specifications, design cover sheets, and prepare an itemized bid form to be used in the bidding process.

Bidding and Negotiation Services

- Preparing for review and approval by the City, contract agreement and forms, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assisting in the preparation of any related documents.
- Coordination of advertisement for bids; distributing plans and specifications to prospective bidders; conducting pre-bid conferences; providing clarifications and addenda to prospective bidders or suppliers; attending the bid opening; reviewing and tabulating the bids received; reviewing bidder qualifications (including subcontractors and suppliers), and making recommendations to the City as to the award of bids.
- The Consultant will coordinate with appropriate project team members to assure that all City required documents are assembled as a complete bid package.

Construction Phase Services

- Technical observation of a contractor's work to enable a qualified design professional to ascertain that completed work will conform generally to the contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the Contractor. This includes periodic visits to the job site at intervals appropriate to the various stages of construction as the Consultant deems necessary to fulfill this obligation.
- Coordination of and attendance by the project architect at all preconstruction conferences and progress meetings; technical review of the contractor's plans, shop drawings and other submittals; approving materials for conformance with the specifications; interpreting plans and specifications; verifying quantities; checking and approving monthly and final estimates for contractor's payments; preparing change orders; acknowledging general job progress status; reviewing and reporting the results of laboratory testing.
- Provide required information for project certification to regulatory agencies; perform project substantial completion and final inspections; recommending accepting or rejecting contractor's work; and preparing record drawings at the completion for construction.
- During the construction progress of any work designed by the Consultant it will, if authorized by the City, provide resident project inspection services to be performed by one or more authorized employees of the Consultant. Resident

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representatives shall provide extensive inspection services at the project site during construction. The resident representative(s) will endeavor to provide protection for the City against defects and deficiencies in the work of the Contractor as well as investigate and report on complaints and unusual occurrences in connection with the work in progress.

Local Government, and Other Agency Coordination

- The Consultant shall be responsible for coordination of their design activities with the appropriate agencies to ensure adequate opportunity on their behalf to address design and construction issues and provide information that will aid in the design and alleviate duplication of effort and construction. Any agency with jurisdiction shall be coordinated and communicated with as part of any City project.

Deliverables may include, but not be limited to:

- Final deliverables will include four (4) bound sets of feasibility reports and exhibits, plans and specifications, and as built drawings drawn to scale. All elements of the deliverables shall also be provided on a CD or DVD in applicable format as specified by the City.
    - All text and graphic information will be provided in the City standard MS Office software (MS Word, MS Power Point, etc.) and in the Adobe .PDF format, unless otherwise specified.
    - All geo-spatial information including plans, surveys, maps, and aerial photography will be provided in ArcGIS or ESRI Personal Geodatabase format. This data will be referenced by a minimum of three (3) coordinates in the Florida State Plane Coordinate System, East Zone in US Survey Feet. The horizontal datum is NAD83/(1990) HARN and the vertical datum is NAVD 88 Feet, in accordance with Florida Statues, Chapter 177.151
- All plans, drawings, reports, and specifications that result from the Consultant's services shall become the property of the City.
- Additional digital copies of documents shall be provided to the City upon request at no additional fee.
- Consultant shall respond to all requests for additional information at no additional fee to the City.

Each Project will have an expanded Scope of Services tailored to the specific needs of the City. Each project will be negotiated at the time of the development of the specific scope of work.

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

Exhibit B
Certificate of Liability Insurance

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

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

_____ **Total Cost: $**_____

_____

Holly Hill, Florida 321___

ATTACHMENTS TO THIS WORK ORDER:

( ) Description of Services
( ) Drawings/Plans/Specifications
( ) Special Conditions
( ) Rate Schedule

METHOD OF COMPENSATION:

( ) Fixed Fee Basis
( ) Not To Exceed
( ) Unit Price

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

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

(THIS SECTION TO BE COMPLETED BY THE CITY)

ATTEST:

_____
, Attesting Officer

Date:_____

WITNESSES:

_____

_____

Department Head approved RAP on _____.

Vendor

_____
Officer with Corporate Signatory Authority

CITY OF HOLLY HILL

_____
Authorized Signatory

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

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.

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

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: Hall & Ogle Architects, Inc.

Signature: _____

Printed Name: David D. Ogle

Title: Principal, Vice President

Date: _____

Affix Corporate Seal

STATE OF)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of_____, 20____, by_____ of _____ firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

_____
Print Name _____
Notary Public in and for the County
and State Aforementioned

My commission expires:_____

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

Exhibit E
HOURLY PRICE SCHEDULE

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

Exhibit F
BUSINESS TAX RECEIPT

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

Exhibit G
E-VERIFY COMPLIANCE

Affidavit of E-Verify Requirements Compliance

RFP 22-BG-13 Landscape Maintenance Services

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

Hall & Ogle Architects, Inc.
208 Magnolia Ave.
Daytona Beach, Fl. 32114

Consultant/Contractor Name and Address

Signature

David D. Ogle, Principal, Vice President

Name and Title

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

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

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

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

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

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** ► **Date** ►

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

Cat. No. 10231X Form **W-9** (Rev. 10-2007)

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

HALL & OGLE ARCHITECTS, INC.

BUSINESS TAX RECEIPT

THE CITY OF DAYTONA BEACH
LOCAL BUSINESS TAX RECEIPT # BT-66860

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

DEVELOPMENT SERVICES DEPARTMENT
PERMIT & LICENSING DIVISION
Phone: 386-671-8280

BUSINESS NAME: DAVID OGLE - ARCHITECT
LOCATION: 208 MAGNOLIA AVE
BUSINESS TYPE: ARCHITECT

BT-66860	BUS. LIC. NO.
66860	ACCOUNT NO.
09/30/2022	VALID FROM
09/30/2023	VALID TO
09/27/2022	DATE PAID
70.00	ANNUAL FEES

Fee Code	*Description*
0165	ARCHITECT

MAIL TO:
DAVID OGLE - ARCHITECT
208 MAGNOLIA AVE
DAYTONA BEACH FL 32114

2023

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
THE CITY DOES NOT CERTIFY OR IMPLY COMPETENCE OF BUSINESS.

LOCAL BUSINESS TAX RECEIPT

THE CITY OF DAYTONA BEACH
LOCAL BUSINESS TAX RECEIPT # BT-33129

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

DEVELOPMENT SERVICES DEPARTMENT
PERMIT & LICENSING DIVISION
Phone: 386-671-8280

BUSINESS NAME: JOHN EASTHAM HALL - ARCHITECT
LOCATION: 208 MAGNOLIA AV
BUSINESS TYPE: ARCHITECT

BT-33129	BUS. LIC. NO.
33129	ACCOUNT NO.
09/30/2022	VALID FROM
09/30/2023	VALID TO
09/28/2022	DATE PAID
70.00	ANNUAL FEES

Fee Code	*Description*
0165	ARCHITECT

MAIL TO:
JOHN EASTHAM HALL - ARCHITECT
208 MAGNOLIA AVENUE
DAYTONA BEACH FL 32114

2023

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
THE CITY DOES NOT CERTIFY OR IMPLY COMPETENCE OF BUSINESS.

LOCAL BUSINESS TAX RECEIPT

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

Form **W-9**
(Rev. August 2013)
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)
Hall & Ogle Architects, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
208 Magnolia Avenue

City, state, and ZIP code
Daytona Beach, FL 32114

Requester's name and address (optional)

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 the "Name" line 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
			–			–				

Employer identification number
5	9	–	2	2	0	9	9	0	9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person ▶** David D. Ogle **Date ▶** 6.26.2023

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

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

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

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

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

HALL & OGLE ARCHITECTS, INC.

PROFESSIONAL REGISTRATION

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

HALL, JOHN E
208 MAGNOLIA AVE
DAYTONA BEACH FL 32114

LICENSE NUMBER: AR0010727
EXPIRATION DATE: FEBRUARY 28, 2025
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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

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PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

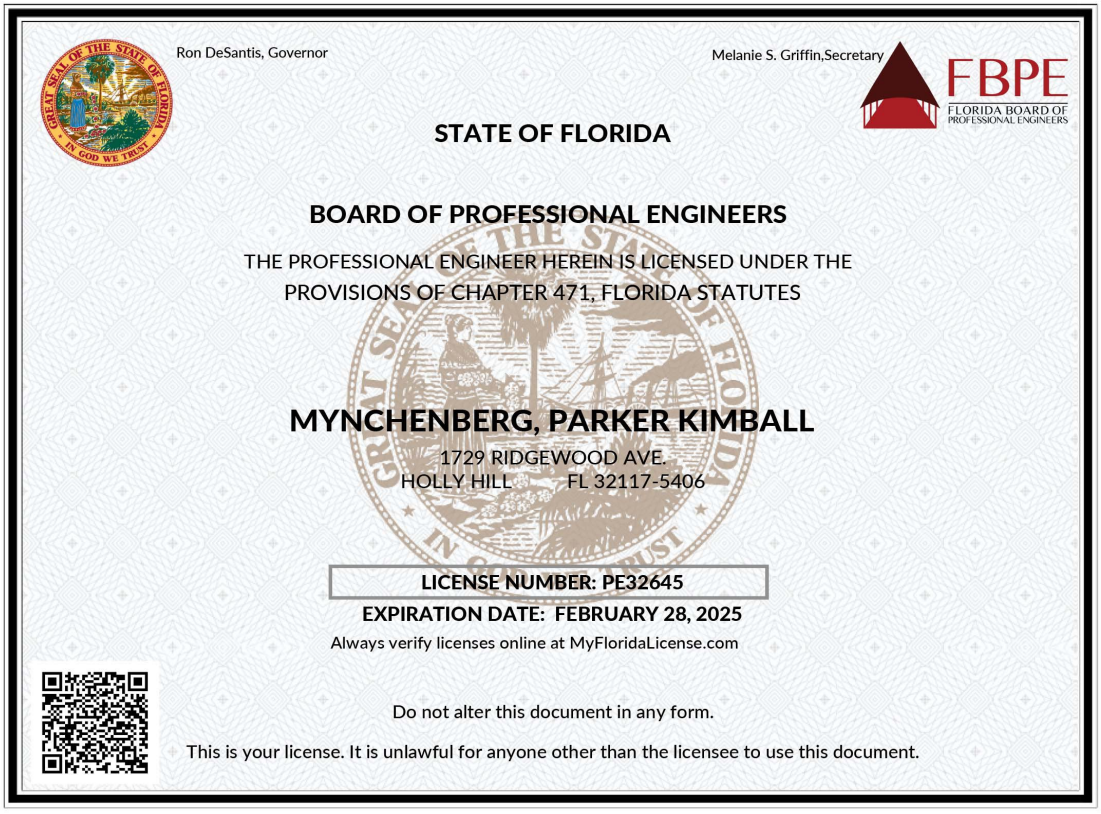
OGLE, DAVID DEWEY JR
HALL & OGLE ARCHITECTS, INC
208 MAGNOLIA AVE
DAYTONA BEACH FL 32114

LICENSE NUMBER: AR93986
EXPIRATION DATE: FEBRUARY 28, 2025
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Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)



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Melanie S. Griffin,Secretary

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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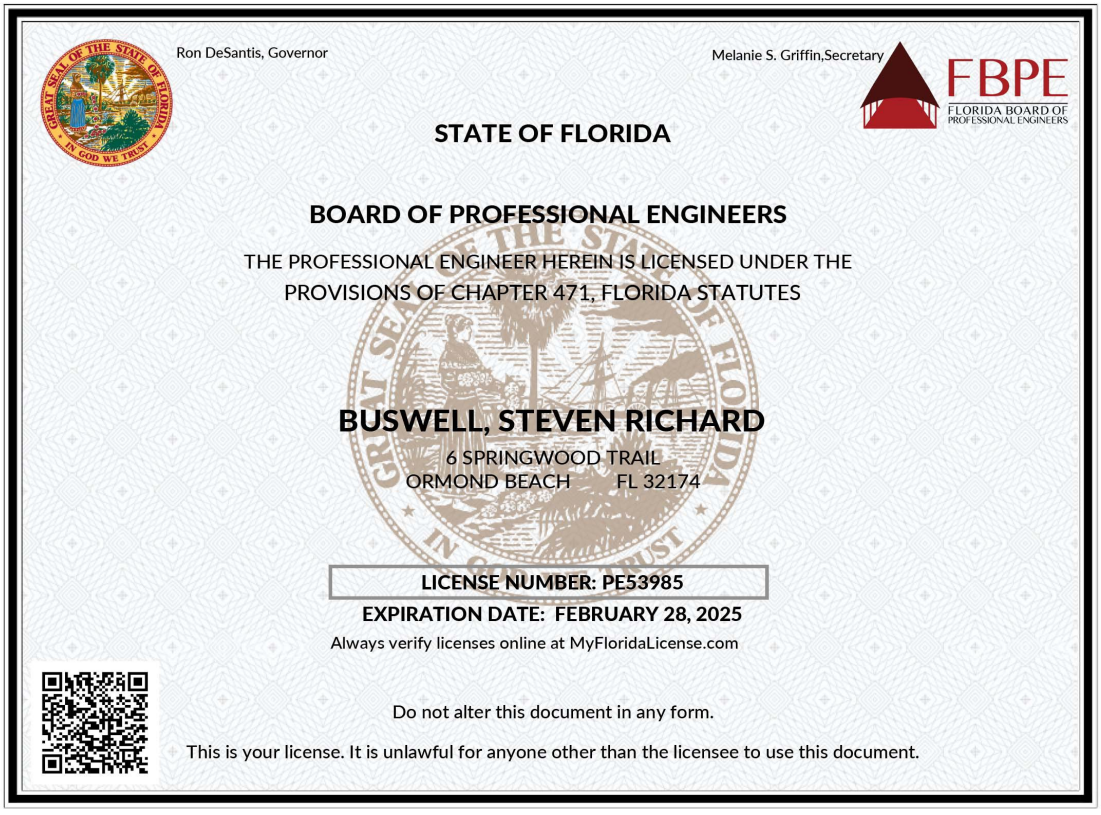
MYNCHENBERG, PARKER KIMBALL

1729 RIDGEWOOD AVE.
HOLLY HILL FL 32117-5406

LICENSE NUMBER: PE32645
EXPIRATION DATE: FEBRUARY 28, 2025
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Melanie S. Griffin,Secretary

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STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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BUSWELL, STEVEN RICHARD

6 SPRINGWOOD TRAIL
ORMOND BEACH FL 32174

LICENSE NUMBER: PE53985
EXPIRATION DATE: FEBRUARY 28, 2025
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Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

HALL & OGLE ARCHITECTS, INC.

PROFESSIONAL REGISTRATION
MS STRUCTURAL – JOHN SIMKO

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

Florida dbpr Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

8:49:56 AM 12/12/2022

Licensee Information

Name:	SIMKO, JOHN PETER JR. (Primary Name)
Main Address:	400 S. ATLANTIC AVE., SUITE 106 ORMOND BEACH Florida 32176
County:	VOLUSIA

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	30122
Status:	Current,Active
Licensure Date:	08/25/2000
Expires:	02/28/2023

Special Qualifications	Qualification Effective
Civil	08/25/2000
Special Inspector	09/21/2001
Advanced Building Code Course Credit	12/29/2020
7th Edition, Florida Building Code	01/08/2021

Alternate Names

View Related License Information
View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. Copyright 2007-2010 State of Florida. Privacy Statement

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.

Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

HALL & OGLE ARCHITECTS, INC.

PROFESSIONAL REGISTRATION ABOVE GROUP

Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SARGENT, BRANDON M

3177 ILLUMINATE PLACE
MELBOURNE FL 32940

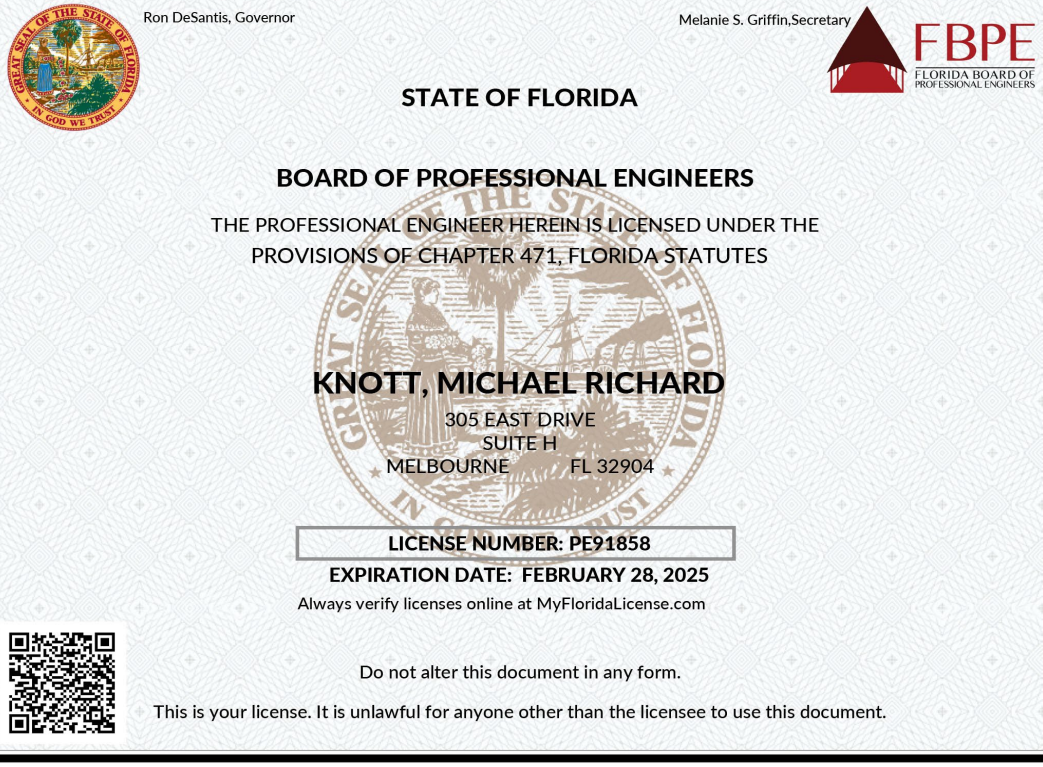
LICENSE NUMBER: PE92822

EXPIRATION DATE: FEBRUARY 28, 2025

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Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

KNOTT, MICHAEL RICHARD

305 EAST DRIVE
SUITE H
MELBOURNE FL 32904

LICENSE NUMBER: PE91858

EXPIRATION DATE: FEBRUARY 28, 2025

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Attachment: Exhibit B - Hall & Ogle Submission (2023-R-34 : Architectural Continuing Services)

RFQ-ARC-23-01 ARCHITECTURAL SERVICES

SUBMIT QUALIFICATIONS TO: City of Holly Hill 1065 Ridgewood Avenue Holly Hill, FL 32117 **Attn.: CITY CLERK**	**REQUEST FOR QUALIFICATIONS** and Proposer Acknowledgment
Contact: Michele Moore Finance Director 386-248-9426 - Phone mmoore@hollyhillfl.org	**RFQ-ARC-23-01** **Continuing Service Contract for Architectural Services**
Pre-Qualification Date: **N/A** Pre-Qualification Time: **N/A**	**Location of Pre-Qualification Conference:** N/A
Qualification Due Date: **June 27, 2023** Qualification Due Time: **10:00 AM**	**Location of Public Opening:** Commission Chambers City of Holly Hill 1065 Ridgewood Avenue Holly Hill, FL 32117
Proposer Name:	Federal Employer ID Number or SS Number:
Mailing Address:	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip:	
Type of Entity: *(Circle one)* Corporation Partnership Proprietorship Joint Venture	X _____ Authorized Signature (Manual)
Incorporated in the State of:	
Telephone Number:	Typed Name:
Toll Free Telephone Number: (800)	Title:
Fax Number:	Date:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

The Applicant is expected to completely analyze the information contained in this Request for Qualifications as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

Attachment: Exhibit C - RFQ-ARC-23-01 Architectural Services (2023-R-34 : Architectural Continuing Services)

Section 1 –
General Description of Services

The City of Holly Hill is accepting qualification statements from qualified Professional Architecture consultants for various City projects to perform architectural and related tasks. The City of Holly Hill is seeking professional services from a minimum of one (1) firm, with qualified staff and/or sub-consultants capable of providing typical services for activities as outlined below. Each firm shall compliment their abilities with sub-consultants as needed, depending on the specific project requirements.

Architectural firms desiring to be considered for a contract to perform services described above must provide information and documentation for each of the following:

- Willingness to meet time and budget requirements.
- Description of the firm's professional credentials and experience of individual staff members that will be assigned to projects.
- List of projects, large and small, presently under contract with location, description of services, schedule commitments and client names.
- List of projects, large and small, completed within the last five (5) years, with location, description of services, schedule compliance and, client names.
- Location of an office of the Prime Consultant in reference to the City of Holly Hill.
- Client References for projects completed and under present contracts.

GENERAL SCOPE OF SERVICES

The City is seeking sufficient information in the qualification statement to determine if the firm is qualified to provide the City with architectural services for various projects within the City. Architects shall be required to be knowledgeable in the permitting requirements of local, state and federal agencies and have a strong background of municipal and commercial design experience. Ability to provide and coordinate certain additional services dependent on specific project needs to include mechanical, electrical, structural and environmental services. It is anticipated that the Architect shall provide, but not is limited to, the following services:

Preliminary Project Coordination Administration

- Preparation of preliminary studies and reports, feasibility studies, utility rate studies, financial and fiscal studies and evaluation of existing facilities as necessary.
- Preparation of schematic layouts and sketches where required; opinions of construction cost; and such consultation and conferences with the City as may be necessary for the City to reach decisions concerning the subject matter.
- Consultation and advice concerning the extent and scope of the proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable construction costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate.
- The Consultant shall prepare, present, monitor, and maintain a schedule for the tasks defined in the scope of services; coordinate the project team; organize, and lead the kickoff meeting of the project team.

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- The Consultant shall conduct meetings with the project team on a regular basis throughout the completion of the design phase and creation of the construction documents. The Consultant shall be responsible for recording meeting minutes and preparing memoranda for distribution.
- Coordination of sub-consultants' services is the responsibility of the Prime Consultant including satisfactory performance and schedule.

Design Development

- The Consultant and appropriate members of the project team may be required to perform field investigations of the proposed project site for initial suitability determination. The Consultant and appropriate project team members shall meet with public and private utility providers in the area to confirm existing utility locations.
- The Consultant shall produce design development drawings to perform modifications and describe the overall character and extent of the project. Drawing shall include plans, elevations and sections as appropriate.
- Design development may include site inspections required to confirm site plan and records of utilities and other relevant features at the project site as they relate to project design.
- The Consultant shall prepare complete design plans to address revisions necessary based upon comment received during City and agency reviews; preparation of permit applications and attending project review meetings as may be required by such agencies as have legal review authority over the project.
- The Consultant shall prepare construction documents at a suitable scale for all items described above including demolition of existing features to be removed, civil plans, and permit application and permit drawings which are appropriate for public bidding.
- The Consultant shall present the construction documents to appropriate project members and City department at 30%, 60%, 90% completion for review and approval.
- The Consultant shall prepare final statement of probable project cost.
- The Consultant shall coordinate and assemble technical specifications, design cover sheets, and prepare an itemized bid form to be used in the bidding process.

Bidding and Negotiation Services

- Preparing for review and approval by the City, contract agreement and forms, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assisting in the preparation of any related documents.
- Coordination of advertisement for bids; distributing plans and specifications to prospective bidders; conducting pre-bid conferences; providing clarifications and addenda to prospective bidders or suppliers; attending the bid opening; reviewing and tabulating the bids received; reviewing bidder qualifications (including subcontractors and suppliers), and making recommendations to the City as to the award of bids.

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- The Consultant will coordinate with appropriate project team members to assure that all City required documents are assembled as a complete bid package.

Construction Phase Services

- Technical observation of a contractor's work to enable a qualified design professional to ascertain that completed work will conform generally to the contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the Contractor. This includes periodic visits to the job site at intervals appropriate to the various stages of construction as the Consultant deems necessary to fulfill this obligation.
- Coordination of and attendance by the project architect at all preconstruction conferences and progress meetings; technical review of the contractor's plans, shop drawings and other submittals; approving materials for conformance with the specifications; interpreting plans and specifications; verifying quantities; checking and approving monthly and final estimates for contractor's payments; preparing change orders; acknowledging general job progress status; reviewing and reporting the results of laboratory testing.
- Provide required information for project certification to regulatory agencies; perform project substantial completion and final inspections; recommending accepting or rejecting contractor's work; and preparing record drawings at the completion for construction.
- During the construction progress of any work designed by the Consultant it will, if authorized by the City, provide resident project inspection services to be performed by one or more authorized employees of the Consultant. Resident representatives shall provide extensive inspection services at the project site during construction. The resident representative(s) will endeavor to provide protection for the City against defects and deficiencies in the work of the Contractor as well as investigate and report on complaints and unusual occurrences in connection with the work in progress.

Local Government, and Other Agency Coordination

- The Consultant shall be responsible for coordination of their design activities with the appropriate agencies to ensure adequate opportunity on their behalf to address design and construction issues and provide information that will aid in the design and alleviate duplication of effort and construction. Any agency with jurisdiction shall be coordinated and communicated with as part of any City project.

Deliverables may include, but not be limited to:

- Final deliverables will include four (4) bound sets of feasibility reports and exhibits, plans and specifications, and as built drawings drawn to scale. All elements of the deliverables shall also be provided on a thumb drive or in an applicable format as specified by the City.
    - All text and graphic information will be provided in the City standard MS Office software (MS Word, MS Power Point, etc.) and in the Adobe .PDF format, unless otherwise specified.
    - All geo-spatial information including plans, surveys, maps, and aerial photography will be provided in ArcGIS or ESRI Personal Geodatabase format. This data will be referenced by a minimum of three (3) coordinates

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in the Florida State Plane Coordinate System, East Zone in US Survey Feet. The horizontal datum is NAD83/(1990) HARN and the vertical datum is NAVD 88 Feet, in accordance with Florida Statues, Chapter 177.151

- All plans, drawings, reports, and specifications that result from the Consultant's services shall become the property of the City.
- Additional digital copies of documents shall be provided to the City upon request at no additional fee.
- Consultant shall respond to all requests for additional information at no additional fee to the City.

Each Project will have an expanded Scope of Services tailored to the specific needs of the City. Each project will be negotiated at the time of the development of the specific scope of work.

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Section 2 –
General Conditions, Instructions and Information for Proposers

CONTACT: All prospective Proposers are hereby instructed not to contact any member of the City of Holly Hill City Commission, City Manager, or Holly Hill City Staff members other than the noted contact person regarding this RFQ or their Qualification at any time prior to the posting on the Web Site of the final evaluation and recommended ranking by City staff for this project. Any such contact shall be cause for rejection of your Qualification.

PUBLIC CLOSING: Qualifications shall be received at the City Clerk's office at the above referenced address by the specified time and date. As soon as possible thereafter the names of the Proposers shall be read aloud at the specified location. Persons with disabilities needing assistance to participate in the Public Closing should notify the City Clerk at least 48 hours in advance of the Public Closing at **386-248-9441.**

DELAYS: The CITY, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the CITY to do so. The CITY will notify Proposers of all changes in scheduled due dates by posting the notification in the Bidding Opportunities of the City Web Site.

QUALIFICATION SUBMISSION AND WITHDRAWAL: The CITY will receive Qualifications at the above address. The outside of the envelope/container must be identified with the RFQ Number and title as stated above. The envelope/container must also include the Proposer's name and return address. Receipt of the Qualification in the City Clerk's office after the time and date specified due to failure by the Proposer to provide the above information on the outside of the envelope/container shall result in the rejection of the Qualification.

Qualifications received after the specified time and date shall be returned unopened. The time and date will be scrupulously observed. The CITY will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the City Clerk's office shall serve as the official authority to determine lateness of any Qualification.

The CITY cautions Proposers to assure actual delivery of mailed or hand-delivered Qualifications prior to the deadline set for receiving Qualifications. Telephone confirmation of timely receipt of the Qualification may be made by calling **(386) 248-9441, before the 10:00 deadline on June 27, 2023.**

Proposers shall submit one (1) original set and one (1) thumb drive of the complete Qualification with all supporting documentation in a sealed envelope/container marked as noted above. The Proposer may submit the Qualification in person or by mail.

Proposers may withdraw their Qualifications by notifying the CITY in writing at any time prior to the time set for the Qualification deadline. Proposers may withdraw their Qualifications in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the Qualification. Qualifications, once opened, become the property of the CITY and will not be returned to the Proposers.

No additional information may be submitted, or follow-up performed by any Proposer after the stated due date outside of a formal presentation to the Evaluation Committee.

INQUIRIES/INTERPRETATIONS: All Proposers shall carefully examine the RFQ documents. Any ambiguities or inconsistencies shall be brought to the attention of the designated contact person in writing prior to the due date; failure to do so, on the part of the Proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the RFQ documents including the attached draft agreement, shall be requested in writing, and received by the designated contact at least ten (10) business days

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prior to the due date. The City will not be responsible for any oral instructions made by any employee(s) of the CITY in regard to this RFQ. Oral statements given before the Qualification Due Date will not be binding.

ADDENDUM: Should revisions to the RFQ documents become necessary; the CITY will issue addenda information via electronic mail. All Proposers should contact the designated contact at least seven (7) calendar days before the date fixed to verify information regarding Addenda. Failure to do so could result in rejection of the Qualification as unresponsive. Proposer shall sign, date, and return the latest addendum with their Qualification. Previous addenda will be deemed received.

Addenda information will be distributed via electronic mail to the email addressed provided by the Proposer at the time of obtaining the RFQ documents. It is the sole responsibility of the Proposer to ensure he/she obtains information related to Addenda.

SELECTION PROCESS AND AWARD: All Qualifications will be evaluated by City staff in accordance with the criteria set forth in the RFQ documents. The City may conduct interviews/presentations as part of the evaluation process. The City will not be liable for any costs incurred by the Proposer in connection with such presentations.

The CITY anticipates award to the one (1) proposer who submits the Qualifications judged by the CITY to be the most advantageous and offers the best value to the City. The Proposer(s) understands that this RFQ does not constitute an agreement or a contract with the Proposer. The CITY reserves the right to reject all Qualifications, to waive any formalities, and to solicit and re-advertise for new Qualifications, or to abandon the project in its entirety.

QUALIFICATION PREPARATION COSTS: Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFQ. Proposers should prepare their Qualifications simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFQ.

ACCURACY OF QUALIFICATION INFORMATION: Any Proposer which submits in its Qualification to the CITY any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

INSURANCE: Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the Qualification and rescission of any ensuing contract. **Copy of the insurance certificate shall be furnished to the City prior to final execution of the Contract.**

LICENSES: Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of submittal of RFQ. Should the Proposer not be fully licensed and certified, its Qualification shall be rejected. Any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, City, City, etc., are the responsibility of the Proposer.

POSTING OF QUALIFICATION AWARD: Recommendation for award will be posted for review by interested parties at the City Clerk's bulletin board and the City's Web Page www.hollyhillfl.org prior to submission through the appropriate approval process. Failure to file protest to the Finance Director within the time prescribed in the CITY's Finance Department Procedures shall constitute a waiver of proceedings.

PUBLIC RECORDS: Upon award recommendation or ten (10) days after receiving, Qualifications become "public records" and shall be subject to public disclosure consistent with Chapter 119,

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Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFQ, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

PROHIBITION AGAINST CONTINGENT FEES: It shall be unethical for a person to be retained, or to retain any company or person, other than a bonafide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ACCEPTANCE / REJECTION: CITY reserves the right to accept or reject any or all Qualifications and to make the award to those Proposers, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. CITY also reserves the right to reject the Qualification of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. CITY reserves the right to inspect all facilities of Proposers in order to make a determination as to the foregoing. City of Holly Hill reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, request a re-procurement.

EQUIVALENT MATERIALS AND EQUIPMENT. Whenever Materials or Equipment are specified or described in the Specifications by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, Materials or Equipment of other Suppliers may be accepted by the City if sufficient information is submitted by Applicant to allow the City to determine that the material or Equipment proposed is equivalent to that named.

Requests for review of substitute items of material and Equipment will not be accepted by City from anyone other than Applicant. If Applicant wishes to furnish or use a substitute item of material or Equipment Applicant shall indicate this action within this solicitation, make written application to City for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified.

All variations of the proposed substitute from that specified shall be identified in the solicitation and the Applicant is responsible for any expense incurred by the City from evaluation and acceptance of the proposed substitute, including claims of other Applicants affected by the resulting substitute, all of which will be considered by the City in evaluating the proposed substitute. City may require Applicant to furnish, at Applicant's expense, additional data about the proposed substitute.

City shall be the sole judge of acceptability, and no substitute shall be ordered without City's acceptance. However, CITY reserves the right to reject any proposed substitute which would result in an increase in Contract Price and CITY may require Applicant to furnish at Applicant's expense a special performance guarantee or other Surety with respect to any substitute. If approval is given, Applicant shall not be excused from performing in conformity with the requirements of the Contract Documents.

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Applicant assumes sole responsibility for verifying that the proposed substitute items are in accordance with the requirements of the Contract Documents, and that the specifications and all other features of substitute items are suitable for their intended purpose.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, only the terms and conditions in this document shall apply: No additional terms and conditions included with the Qualification response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this Qualification if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Qualification Documents are the only conditions applicable to this Qualification and the Proposer's authorized signature on the Qualification Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

TECHNICAL ACCEPTABILITY OF TRADE NAME PROPOSED: If offering other than the trade name specified, explain in detail the differences between the equipment proposed and the equipment specified. Also explain what impact may be anticipated in performance of the equipment. These explanations must be provided on specification sheet or on company letterhead, and attached to your Qualification. The City will determine if the brands offered are technically acceptable. Failure to comply may result in disqualification of your Qualification. All exceptions shall be stated no matter how seemingly minor. Any exceptions not taken shall be assumed by the purchaser to be included in the Qualification, regardless of the cost to the Proposer.

DELIVERY: Delivery will be determined by CITY.

PURCHASING CODE: The Finance Department Procedures apply in its entirety with respect to this RFQ.

AFFIRMATION: By submission of a Qualification, Proposer affirms that his/her Qualification is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a Qualification for the same materials, supplies, equipment or services, and is all respects fair and without collusion or fraud. Proposer agrees to abide by all conditions of this Request for Qualification and the resulting contract.

MISTAKES IN QUALIFICATION: Proposers are expected to examine the terms and conditions, specifications, delivery schedule, Qualification prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at Proposer's risk. In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Proposer's total offer will be corrected accordingly. Qualifications having erasures or corrections must be initialed in ink by the Proposer.

DISQUALIFICATION OF PROPOSER: More than one Qualification from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one Qualification submittal will be cause for rejection of all Qualifications in which such Proposers are believed to be involved. Any or all Qualifications will be rejected if there is reason to believe that collusion exists between Proposers. Qualifications in which the prices obviously are unbalanced will be subject to rejection.

QUANTITIES: CITY will not be held to any maximum or minimum purchase quantities as a result of this solicitation and/or resulting contract. CITY reserves the right to purchase any; all, or none, of its requirements from vendors awarded a contract as a result of this Request for Qualifications.

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All quantities as shown are approximate and no guarantee is made that any materials will be purchased.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this Qualification prior to their delivery, it shall be the responsibility of the Proposer to notify the Finance Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PATENTS AND COPYRIGHTS: The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Board Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such a claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Qualification prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: All Proposers submitting a response to this Request for Qualifications agree that such response also constitutes a Qualification to all governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this Qualification, should the Proposer feel it is in their best interest to do so.

Each governmental agency desiring to accept these Qualifications, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this Qualification.

This agreement in no way restricts or interferes with the right of any governmental agency to re-Qualification any or all items.

ADVERTISING: In submitting a Qualification, Proposer agrees not to use the results there from as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

PRICE REDETERMINATION - FUEL

The Contractor may petition the Director of Finance for price re-determination if/when the price of fuel increases by a minimum of ten (10%) percent. Any price re-determination will be solely based upon changes as documented by the Producer Price Index (PPI) for the commodity “Gasoline - WPU0571” or “#2 diesel fuel - WPU057303” as published by the Bureau of Labor Statistics, which can be found on-line at http://stats.bls.gov. The base index number will be the month of the due date of the solicitation. Subtracting the base index number from the current index number and dividing the result by the base index number calculates the maximum percentage increase allowed. Any price re-determination will include all items awarded. If the City and the bidder cannot agree on any price re-determination, then the contract will expire. Vendors shall provide documentation to illustrate what percentage of the price is related to fuel, as the increase shall be calculated based upon the percentage of the cost associated to the cost of fuel (see example

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below). Failure to provide the detailed cost analysis with each request for a price re-determination due to fuel price escalation shall preclude any price re-determination due to fuel costs.

Example:

- Fourteen (14%) percent of the cost to provide product/service is attributed to the cost of fuel.
- PPI in the month the solicitation closed was $158.73 — 264.52
- Current PPI is $264.52 — -158.73
  105.79
- $105.79 divided by $158.73 = .666%
- The unit cost of the service is $100.00
- 14% of $100.00 = $14.00
- $14.00 x .666 = $9.32
- New unit price for the product/service is $109.32

If the City Commission grants an increase in the contract price based upon increases in gasoline and/or diesel prices, then the City may also adjust the contract price downward if the cost of gasoline and/or diesel decreases by ten percent (10%) or more from the date of the last increase in the contract price.

This clause may be used in addition to any other price re-determination clause in this invitation.

If the City and the bidder cannot agree on any price re-determination, then the contract will expire without prejudice thirty (30) days after the impasse is reached.

SUB-CONSULTANT(S)

A Sub-consultant is an individual or firm contracted by the Proposer or Proposer's firm to assist in the performance of services required under this RFQ. A Sub-Consultant shall be paid through Proposer or Proposer's firm and not paid directly by the City. Sub-Consultants are allowed by the City in the performance of their services delineated within this RFQ. Proposer must clearly reflect in its Response the major Sub-Consultants to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Consultant proposed in the Response of Successful Proposer(s) or proposed prior to contract execution. Any and all liabilities regarding the use of a Sub-Consultant shall be borne solely by the Successful Proposer(s) and insurance for each Sub-Consultant must be maintained in good standing and approved by the City throughout the duration of the Agreement. Neither the Successful Proposer(s) nor any of its Sub-consultants are considered to be employees or agents of the City. Failure to list all major Sub-Consultants and provide the required information may disqualify any proposed Sub-Consultants from performing work under this RFQ.

Proposers shall include in their Responses the requested Sub-Consultant information and include all relevant information required of the Proposer.

Non-Appropriation of Funds

In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this Project, then the City, shall have the unqualified right to terminate the Work Order(s) or Agreement upon written notice to the Consultant, without any penalty or expense to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any firm(s).

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Section 3 –
Instructions for the preparation of Qualifications

The Proposer(s) warrants its response to this Request for Qualifications to be fully disclosed and correct. The firm must submit a response complying with this RFQ, and the information, documents and material submitted in the RFQ must be complete and accurate in all material aspects. All RFQ's must contain direct responses to the following questions or requests for information and be organized so that specific questions being responded to are readily identifiable and in the same sequence as outlined below.

Proposers are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFQ. Proposers are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Proposer. Failure to provide requested information may result in disqualification of response.

The RFQ must be submitted on 8 1/2" x 11" paper, numbered, typewritten, with headings, sections, and sub-sections identified appropriately.

Qualification Packages shall be designed to portray to the City how the Respondent's range of services can best achieve the anticipated Scope of Services. In order for the City to evaluate the Qualification Packages, each Respondent shall provide information relative to their ability to provide services that will best meet the needs of the City. The required materials shall include the following with the Evaluation Criteria (Section 4) taken into consideration when preparing the Package:

I. Letter of Interest

II. Firm's Qualifications

- List of all firms' employees, their qualifications, certifications and registration with regulatory agencies, professional organizations, etc. and their role for the City services.
- List of firm's sub-consultants, their qualifications, and their role in this project.
- List and quantity of firm's (and firm's sub-consultants' if applicable) equipment including CADD Workstations, etc.
- List and description of firm's current and recently completed similar services within the past five (5) years with the City and/or other public or private agencies.
- Project approach and quality control measures.

III. Firm's Office Location and Number of Employees

- List the location of all offices (firm and sub-consultants) and number of employees located at each location involved with this project and availability of firm and sub-consultants to provide services.
- List approximate distance (in miles) and time (in hours) to City Hall of firm and sub-consultants.

IV. Firm's Client References

- List of at least three (3) client references to include organization name, contact person, telephone number (s), and e-mail address.
-

V. Attachments: Please include the required documentation as follows:

- Section 5 – Qualification Submittals
- Licenses/Certificates – The firm's occupational or business license and any applicable professional certifications/ qualifications.

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Section 4 –
Evaluation of Qualifications

Qualification packages will be reviewed and evaluated by a Selection Committee and a short-list of qualified firms may be invited to make a formal presentation. The qualification packages will be reviewed and evaluated in accordance with the following criteria and weighting factors:

A. Staff Qualifications and Firm Background (0 to 40 points)

The proposals will be evaluated on the basis of the consultant's demonstrated staff qualifications, which must include a Professional Architect licensed in the State of Florida. Also, the proposal will be evaluated on the basis of the consultant's background, including the number of years in business. This will be graded on a 0 – 25 scale.

B. Experience with Similar Projects (0 to 40 points)

The proposal will be evaluated on the basis of project experiences that include projects outlined in the Scope of Work and Services required. Projects completed for the City and other city, county, state or federal agencies will be considered. If the evaluator is unfamiliar with the firm under consideration, or if the firm has no experience working with City of Holly Hill, the evaluator should give 13 points in this category. Thirteen is considered to be a neutral number. If the firm has experience in the City, and you have direct and first hand knowledge of that experience, then rank more or less than 13 depending on whether their performance was less than average or better than average. This will be graded on a 0 – 25 scale.

C. Schedule and Availability (0 to 10 points)

The projected resource availability will be evaluated in the choice of the consultants, although City of Holly Hill understands that the actual beginning and completion dates of projects are subject to the notice to proceed. A firm's close proximity to City of Holly Hill would be important to availability. This will be graded on a 0 – 10 scale.

* Information supplied by client references may be used in determining the relative merits of a Respondent under any and all of the above-listed criteria.

Based on the preliminary scoring of the written proposals, the Evaluation Team may shortlist the top 3 to 10 firms and may invite those firms to make a presentation. The number of firms shortlisted will be at the discretion of the Evaluation Team.

Evaluation Committee members will individually score each responsive and responsible RFQ using the criteria above. Total score for each Response will be tabulated for each Evaluation Committee member. Using those scores, each Response will be ranked. The highest overall score will receive a ranking of one (1); the second highest score will receive a ranking of two (2); and so forth. The ranking of each Response by the Committee members will be totaled and averaged and the Response with the highest averaged ranking score will be the top ranked Response, the Response with the second highest score will be ranked second, and so forth. Firms shortlisted and requested to make a presentation to the Evaluation Team will be contacted and a mutually convenient time will be arranged. Following the presentations, the Evaluation Team will rank the shortlisted firms based on the criteria listed above, considering both the written proposal and presentation.

SELECTION PROCEDURES & CONTRACT NEGOTIATIONS

The criteria for selection shall be based on the criteria listed above, including the firm's qualifications, location, past performance, and reference check. The City reserves the right, before

Attachment: Exhibit C - RFQ-ARC-23-01 Architectural Services (2023-R-34 : Architectural Continuing Services)

awarding the contract, to require a Respondent to submit such evidence of its qualifications, as the City may deem necessary. The City shall be the sole judge of the competency of Respondents.

All Respondents shall be notified via electronic or other means of staff's recommended ranking of firms to the City Commission. The recommended firms will be submitted to the City Commission along with information on the entire procurement process.

The successful Respondent shall be required to execute an agreement which provides, among other things, that all plans, drawings, reports, and specifications that result from Respondent's services shall become the property of the City. Upon the successful negotiation of an agreement, a formal contract will be prepared and submitted to the City Commission for approval, and subsequent executed by both parties.

NEGOTIATION AND FEE SCHEDULE:
A "Fee Schedule" will be negotiated and agreed upon at the time of execution of each agreement and will be part of each contract. All payments, fees, reimbursements, and costs will be based on the fee schedule established for the successful Proposer(s). The Fee Schedule will designate the hourly rate/unit rates for each staff member with their name and/or position title specified. The fee schedule may not be deviated from without the prior consent of the City Manager.

Selection of firm to perform tasks within the Project scope. To assign tasks within the Project (the CIP), the City will request Statements of Qualification for a specific work scope(s) from the successful firm(s). The Statements of Qualification will detail the services required to complete the work scope(s). Other factors such as meeting project schedule, firm's capability in the type of service requested, and past performance will be considered. The number one ranked firm will be requested to negotiate a price for the services required. If the City is unable to negotiate with the number one ranked firm, the City will go to the next ranked firm, and so on if necessary. For design scopes where the anticipated construction costs will be less than $1,000,000.00 or for planning studies costing less than $50,000.00, the City may not necessarily request additional Statements of Qualification but assign the task to the firm the City feels to be the most qualified based on previous experience or knowledge.

The successful firm(s) will be paid no more frequently than on a monthly basis, upon receipt of a valid invoice or statement.

CONFIDENTIAL MATERIALS: **Any materials that qualify as "trade secrets" shall be segregated, clearly labeled and accompanied by an executed Non-Disclosure Agreement for Confidential Materials shall be submitted in this section.**

CONSULTANTS' COMPETITIVE NEGOTIATIONS ACT (CCNA): **This procurement is made in accordance with the provisions of Chapter 287.055, Laws of Florida, known as the Consultants' Competitive Negotiations Act.**

The attached Draft Contract is representative of the Contract the successful Respondent will be required to execute. To meet the needs of the City, this Agreement may be revised during the negotiations with the top-ranked firm.

Attachment: Exhibit C - RFQ-ARC-23-01 Architectural Services (2023-R-34 : Architectural Continuing Services)

Section 5 –
Qualification Submittals

PROJECT**: Architectural Services**
CITY CONTRACT NO. **RFQ-ARC-23-01**

Name of Proposer: _____

Mailing Address: _____

Street Address: _____

City/State/Zip: _____

Phone Number: (_____) _____

FAX Number: (_____) _____

Pursuant to and in compliance with the Request for Qualifications, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity Contract Documents, including Addenda Nos. _____ through_____, on file at the Purchasing & Contracts Management Division for the amount hereinafter set forth.

The undersigned, as Proposer, declares that the only persons or parties interested in this Qualification as principals are those named herein; that this Qualification is made without collusion with any person, firm or corporation; and he proposes and agrees, if the Qualification is accepted, that he/she will execute an Agreement with the CITY in the form set forth in the Contract Documents; that he/she will furnish Insurance Certificates, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive.

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this _____ day of _____, 20_____.

_____
(Name of PROPOSER)

_____
(Signature of person signing FORM)

_____
(Printed name of person signing FORM)

_____
(Title of person signing FORM)

Attachment: Exhibit C - RFQ-ARC-23-01 Architectural Services (2023-R-34 : Architectural Continuing Services)

RFQ-ARC-23-01 ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Qualification, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Qualification.

I hereby propose to furnish the goods or services specified in the Request for Qualification at the prices, rates or discounts quoted in my Qualification. I agree that my Qualification will remain firm for a period of up to one hundred twenty (120) days in order to allow the City adequate time to evaluate the Qualifications.

I agree to abide by all conditions of this Qualification and understand that a background investigation may be conducted by the City of Holly Hill Police Department prior to award.

I certify that all information contained in this Qualification is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Qualification on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this Qualification is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Qualification for the same product or service; no officer, employee or agent of the City of Holly Hill Government or of any other Proposer interested in said Qualification; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

By:

_____
Signature

_____
Name & Title, Typed or Printed

_____
Mailing Address

_____
City, State, Zip Code

(___) _____
Telephone Number

Sworn to and subscribed before me

This _____ day of

_____ 20____

_____
Signature of Notary

Notary Public, State of _____

Personally Known
-OR-
Produced Identification _____

Type: _____

Attachment: Exhibit C - RFQ-ARC-23-01 Architectural Services (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA)
) **ss**
CITY OF _____)

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

1. I am the _____ of _____ with a local office in _____ and principal office in _____.
2. The above named entity is submitting an Expression of Interest for the City of Holly Hill project described as ***RFQ-ARC-23-01 Architectural Services***
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting Qualifications for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of Holly Hill.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Holly Hill.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of Holly Hill in writing.

DATED this _____ day of _____, 20_____.

____ _____
Typed Name of Affiant

_____
Title

Attachment: Exhibit C - RFQ-ARC-23-01 Architectural Services (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known_____
_____

OR Produced identification_____ Notary Public - State of _____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

Attachment: Exhibit C - RFQ-ARC-23-01 Architectural Services (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after receiving, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Qualification authorizes release of your firm's credit data to City of Holly Hill.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/Qualification package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the City in the event we are forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Date: _____

Project Number: **RFQ-ARC-23-01 Architectural Services**

Attachment: Exhibit C - RFQ-ARC-23-01 Architectural Services (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Qualification, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Authorized representative (printed): _____

Authorized representative (signature): _____

Date: _____

Attachment: Exhibit C - RFQ-ARC-23-01 Architectural Services (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

(W-9 Form)

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

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

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

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

Cat. No. 10231X Form **W-9** (Rev. 10-2007)

Attachment: Exhibit C - RFQ-ARC-23-01 Architectural Services (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

SECTION 6 –
DRAFT Services Agreement

CITY OF HOLLY HILL
SERVICES AGREEMENT FOR
PLANNING Services With _____
(REQUEST FOR QUALIFICATION RFQ-ARC-23-01)

THIS AGREEMENT made and entered into the «Council_Day» day of «Council_Month», «Council_Year» 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:

«Consultant»
«Consultant_Street_Address»
«CityStateZip»

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.

Attachment: Exhibit C - RFQ-ARC-23-01 Architectural Services (2023-R-34 : Architectural Continuing Services)

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:

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 -	Price Schedule
Exhibit F -	Business Tax Receipt – (City of Holly Hill)
Exhibit G -	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.

Attachment: Exhibit C - RFQ-ARC-23-01 Architectural Services (2023-R-34 : Architectural Continuing Services)

Type of Service – Architectural 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 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 -	Price Schedule
Exhibit F -	Business Tax Receipt – (City of Holly Hill)
Exhibit G -	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

Attachment: Exhibit C - RFQ-ARC-23-01 Architectural Services (2023-R-34 : Architectural Continuing Services)

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.

Attachment: Exhibit C - RFQ-ARC-23-01 Architectural Services (2023-R-34 : Architectural Continuing Services)

(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 SubContractor shall be submitted to the City for written approval prior to the Contractor entering into a subcontract. SubContractor 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 subContractor 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.

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(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 by the City Manager for one (1) each year for total of an additional two (2) years. Should the CITY wish to not have this Contract renewed for any year, the CITY shall provide written notice to the CONTRACTOR ninety (30) 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

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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.

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(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.

(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.

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(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:

Joseph Forte
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117
(386)248-9425

(2). For the Contractor:
«Consultant_Contact»
«Consultant»
«Consultant_Street_Address»
«CityStateZip»

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Telephone Number: «Phone_Number»
E-mail Address: «email»

(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) 248-9440

(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:

«Consultant_Designated_Representative»
«Consultant»
«Consultant_Street_Address»
«CityStateZip»
TelephoneNumber: «Consultant_Designated_Representative_pho»
E-mail Address: «Consultant_Designated_Representative_em»

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

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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

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other charges of the Contractor. The initial fee for the subject Project shall be as subsequently negotiated by the parties.

(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:

Finance Director
City Hall
City of Holly Hill
1065 Ridgewood Avenue

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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 Manager 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 (30) calendar days prior written notice is given to the Contractor of the City's intent to terminate.

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(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.

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

(c). Violation of this Agreement by the 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

Attachment: Exhibit C - RFQ-ARC-23-01 Architectural Services (2023-R-34 : Architectural Continuing Services)

(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 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 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)
4. American with Disabilities Act; Section 17, Paragraph (f)
5. Price Schedule
6. Business Tax Receipt
7. Request for Taxpayer Identification Number and Certification IRS Form W-9

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.

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 «Council_Day» day of, «Council_Month», «Council_Year», and the Contractor signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST: CONTRACTOR

_____ By:_____
Authorized Corporate Officer Authorized Corporate Officer

Date: _____

As approved by the City Commission of the City of Holly Hill at is meeting of ___ _____, 2023.

ATTEST: CITY OF HOLLY HILL

_____ By:_____
Valerie Manning, City Clerk Joseph A. Forte, City Manager

Date: _____

Attachment: Exhibit C - RFQ-ARC-23-01 Architectural Services (2023-R-34 : Architectural Continuing Services)

EXHIBIT A
Description/Scope of Services

GENERAL SCOPE OF SERVICES

The City is seeking sufficient information in the qualification statement to determine if the firm is qualified to provide the City with architectural services for various projects within the City. Architects shall be required to be knowledgeable in the permitting requirements of local, state and federal agencies and have a strong background of municipal and commercial design experience. Ability to provide and coordinate certain additional services dependent on specific project needs to include mechanical, electrical, structural and environmental services. It is anticipated that the Architect shall provide, but not is limited to, the following services:

Preliminary Project Coordination Administration

- Preparation of preliminary studies and reports, feasibility studies, utility rate studies, financial and fiscal studies and evaluation of existing facilities as necessary.
- Preparation of schematic layouts and sketches where required; opinions of construction cost; and such consultation and conferences with the City as may be necessary for the City to reach decisions concerning the subject matter.
- Consultation and advice concerning the extent and scope of the proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable construction costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate.
- The Consultant shall prepare, present, monitor, and maintain a schedule for the tasks defined in the scope of services; coordinate the project team; organize, and lead the kickoff meeting of the project team.
- The Consultant shall conduct meetings with the project team on a regular basis throughout the completion of the design phase and creation of the construction documents. The Consultant shall be responsible for recording meeting minutes and preparing memoranda for distribution.
- Coordination of sub-consultants' services is the responsibility of the Prime Consultant including satisfactory performance and schedule.

Design Development

- The Consultant and appropriate members of the project team may be required to perform field investigations of the proposed project site for initial suitability determination. The Consultant and appropriate project team members shall meet with public and private utility providers in the area to confirm existing utility locations.
- The Consultant shall produce design development drawings to perform modifications and describe the overall character and extent of the project. Drawing shall include plans, elevations and sections as appropriate.
- Design development may include site inspections required to confirm site plan and records of utilities and other relevant features at the project site as they relate to project design.
- The Consultant shall prepare complete design plans to address revisions necessary based upon comment received during City and agency reviews;

Attachment: Exhibit C - RFQ-ARC-23-01 Architectural Services (2023-R-34 : Architectural Continuing Services)

preparation of permit applications and attending project review meetings as may be required by such agencies as have legal review authority over the project.

- The Consultant shall prepare construction documents at a suitable scale for all items described above including demolition of existing features to be removed, civil plans, and permit application and permit drawings which are appropriate for public bidding.
- The Consultant shall present the construction documents to appropriate project members and City department at 30%, 60%, 90% completion for review and approval.
- The Consultant shall prepare final statement of probable project cost.
- The Consultant shall coordinate and assemble technical specifications, design cover sheets, and prepare an itemized bid form to be used in the bidding process.

Bidding and Negotiation Services

- Preparing for review and approval by the City, contract agreement and forms, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assisting in the preparation of any related documents.
- Coordination of advertisement for bids; distributing plans and specifications to prospective bidders; conducting pre-bid conferences; providing clarifications and addenda to prospective bidders or suppliers; attending the bid opening; reviewing and tabulating the bids received; reviewing bidder qualifications (including subcontractors and suppliers), and making recommendations to the City as to the award of bids.
- The Consultant will coordinate with appropriate project team members to assure that all City required documents are assembled as a complete bid package.

Construction Phase Services

- Technical observation of a contractor's work to enable a qualified design professional to ascertain that completed work will conform generally to the contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the Contractor. This includes periodic visits to the job site at intervals appropriate to the various stages of construction as the Consultant deems necessary to fulfill this obligation.
- Coordination of and attendance by the project architect at all preconstruction conferences and progress meetings; technical review of the contractor's plans, shop drawings and other submittals; approving materials for conformance with the specifications; interpreting plans and specifications; verifying quantities; checking and approving monthly and final estimates for contractor's payments; preparing change orders; acknowledging general job progress status; reviewing and reporting the results of laboratory testing.
- Provide required information for project certification to regulatory agencies; perform project substantial completion and final inspections; recommending accepting or rejecting contractor's work; and preparing record drawings at the completion for construction.
- During the construction progress of any work designed by the Consultant it will, if authorized by the City, provide resident project inspection services to be performed by one or more authorized employees of the Consultant. Resident

Attachment: Exhibit C - RFQ-ARC-23-01 Architectural Services (2023-R-34 : Architectural Continuing Services)

representatives shall provide extensive inspection services at the project site during construction. The resident representative(s) will endeavor to provide protection for the City against defects and deficiencies in the work of the Contractor as well as investigate and report on complaints and unusual occurrences in connection with the work in progress.

Local Government, and Other Agency Coordination

- The Consultant shall be responsible for coordination of their design activities with the appropriate agencies to ensure adequate opportunity on their behalf to address design and construction issues and provide information that will aid in the design and alleviate duplication of effort and construction. Any agency with jurisdiction shall be coordinated and communicated with as part of any City project.

Deliverables may include, but not be limited to:

- Final deliverables will include four (4) bound sets of feasibility reports and exhibits, plans and specifications, and as built drawings drawn to scale. All elements of the deliverables shall also be provided on a CD or DVD in applicable format as specified by the City.
    - All text and graphic information will be provided in the City standard MS Office software (MS Word, MS Power Point, etc.) and in the Adobe .PDF format, unless otherwise specified.
    - All geo-spatial information including plans, surveys, maps, and aerial photography will be provided in ArcGIS or ESRI Personal Geodatabase format. This data will be referenced by a minimum of three (3) coordinates in the Florida State Plane Coordinate System, East Zone in US Survey Feet. The horizontal datum is NAD83/(1990) HARN and the vertical datum is NAVD 88 Feet, in accordance with Florida Statues, Chapter 177.151
- All plans, drawings, reports, and specifications that result from the Consultant's services shall become the property of the City.
- Additional digital copies of documents shall be provided to the City upon request at no additional fee.
- Consultant shall respond to all requests for additional information at no additional fee to the City.

Each Project will have an expanded Scope of Services tailored to the specific needs of the City. Each project will be negotiated at the time of the development of the specific scope of work.

Attachment: Exhibit C - RFQ-ARC-23-01 Architectural Services (2023-R-34 : Architectural Continuing Services)

Exhibit B
Certificate of Liability Insurance

Attachment: Exhibit C - RFQ-ARC-23-01 Architectural Services (2023-R-34 : Architectural Continuing Services)

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: Exhibit C - RFQ-ARC-23-01 Architectural Services (2023-R-34 : Architectural Continuing Services)

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.

Attachment: Exhibit C - RFQ-ARC-23-01 Architectural Services (2023-R-34 : Architectural Continuing Services)

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: _____

Title: _____

Date: _____

Affix Corporate Seal

STATE OF)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of_____, 20____, by_____ of _____ firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

_____
Print Name _____
Notary Public in and for the County
and State Aforementioned

My commission expires:_____

Attachment: Exhibit C - RFQ-ARC-23-01 Architectural Services (2023-R-34 : Architectural Continuing Services)

Exhibit E
HOURLY PRICE SCHEDULE

Attachment: Exhibit C - RFQ-ARC-23-01 Architectural Services (2023-R-34 : Architectural Continuing Services)

Exhibit F
BUSINESS TAX RECEIPT

Attachment: Exhibit C - RFQ-ARC-23-01 Architectural Services (2023-R-34 : Architectural Continuing Services)

Exhibit G
E-VERIFY COMPLIANCE

Affidavit of E-Verify Requirements Compliance

RFP 22-BG-13 Landscape Maintenance Services

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

_____ _____

Consultant/Contractor Name and Address Signature

_____

Name and Title

Attachment: Exhibit C - RFQ-ARC-23-01 Architectural Services (2023-R-34 : Architectural Continuing Services)

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

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

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

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

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** ► **Date** ►

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

Cat. No. 10231X Form **W-9** (Rev. 10-2007)

Attachment: Exhibit C - RFQ-ARC-23-01 Architectural Services (2023-R-34 : Architectural Continuing Services)

RFQ # 23-ARC-23-01 Architectural Services					
Consultant Name	Proposer's Qualifications 40 Points	Similar Project Experience 40 points	Schedule and Availability 10 Points	Point Score	RANKING
CPH, LLC	24.2	13.3	8.0	45.5	6
DJdesign Services, Inc.	37.0	36.7	10.0	83.7	2
Forefront Architecture & Engineering	26.4	17.5	4.0	47.9	5
Hall & Ogle Architects, Inc.	40.0	36.7	9.0	85.7	1
Ohison Lavoie Corporation (OLC)	23.4	13.3	7.0	43.8	7
PQH Group Design, Inc.	30.5	13.3	5.0	48.8	4
Raymond Engineering - Georgia, Inc.	21.8	23.3	6.0	51.1	3
				0.0	
				0.0	
				0.0	
Reviewer					

7/5/2023

Attachment: Exhibit D - Evaluation Committee (2023-R-34 : Architectural Continuing Services)

RFQ # 23-ARC-23-01 Architectural Services					
Consultant Name	Proposer's Qualifications 40 Points	Similar Project Experience 40 points	Schedule and Availability 10 Points	Point Score	RANKING
CPH, LLC	31.0	33.0	8.0	72.0	4
DJdesign Services, Inc.	30.0	38.0	10.0	78.0	1
Forefront Architecture & Engineering	31.0	20.0	6.0	57.0	7
Hall & Ogle Architects, Inc.	30.0	36.0	10.0	76.0	2
Ohison Lavoie Corporation (OLC)	31.0	30.0	7.0	68.0	5
PQH Group Design, Inc.	31.0	28.0	6.0	65.0	6
Raymond Engineering - Georgia, Inc.	31.0	35.0	7.0	73.0	3

Reviewer Josef Gorosayusken 7/5/23

Firm	Ranked Order
DJdesign Services, Inc.	1
Hall & Ogle Architects, Inc.	2
Raymond Engineering - Georgia, Inc.	3
CPH, LLC	4
Ohison Lavoie Corporation (OLC)	5
PQH Group Design, Inc.	6
Forefront Architecture & Engineering	7

Attachment: Exhibit D - Evaluation Committee (2023-R-34 : Architectural Continuing Services)

RFQ # 23-ARC-23-01 Architectural Services					
Consultant Name	Proposer's Qualifications 40 Points	Similar Project Experience 40 points	Schedule and Availability 10 Points	Point Score	RANKING
CPH, LLC					
DJdesign Services, Inc.					1
Forefront Architecture & Engineering					
Hall & Ogle Architects, Inc.					2
Ohison Lavoie Corporation (OLC)					
PQH Group Design, Inc.					
Raymond Engineering - Georgia, Inc.					
Reviewer Rich Pm					

7/5/2023

Attachment: Exhibit D - Evaluation Committee (2023-R-34 : Architectural Continuing Services)

Conflict of Interest Statement Form

1. Project: RFP #23-ARC-01 or BID # – Project Title Architectural Continuing Services

2. Policies and procedures governing the City's purchasing program are established by City, and in compliance with all applicable local, state and federal rules and regulations. The policies and procedures address employee and elected official conflicts of interest.

3. Conflicts of Interest may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends. Some of these activities that may create a conflict of interest include: the solicitation or acceptance of gifts (tickets, food, or anything of monetary value of $25 or more), the acceptance of special discounts, financial gain either direct or indirect, the misuse of a public position to secure a special privilege, arrangements concerning potential employment or any action that creates an appearance of a potential conflict of interest. Any acts of Bribery, Kickbacks or Gratuities are acts of fraud and are considered illegal activities. Strict compliance with the Purchasing Policy Manual, Chapter 14 is required.

4. City policy requires the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations.

5. Any questions or concerns regarding a potential conflict of interest shall be directed to the Finance Director or Purchasing for review.

I state that I have considered my obligation to put the public interest above personal interest. I disclose the following relationships between myself, family members, and my friends concerning firms and organizations that submitted proposals in regards to the project procurement listed above:

If no disclosures, state "NONE".

None

Joseph Grusauskas Jr.
Elected Official/Employee (Name)

Deputy P.W. Director / Util Mgr
Title/ Date

Attachment: Exhibit D - Evaluation Committee (2023-R-34 : Architectural Continuing Services)

Conflict of Interest Statement Form

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If no disclosures, state "NONE".

NONE

STEVEN JUENGST - Steven Juengst

Elected Official/Employee (Name)

PUBLIC WORKS ADMINISTRATION MANAGER 7/5/2023

Title/ Date

Attachment: Exhibit D - Evaluation Committee (2023-R-34 : Architectural Continuing Services)

Conflict of Interest Statement Form

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I state that I have considered my obligation to put the public interest above personal interest. I disclose the following relationships between myself, family members, and my friends concerning firms and organizations that submitted proposals in regards to the project procurement listed above:

If no disclosures, state "NONE".

None

Elected Official/Employee (Name)

Chief Building Official 7/3/2023

Title/ Date

Attachment: Exhibit D - Evaluation Committee (2023-R-34 : Architectural Continuing Services)

REQUEST FOR **QUALIFICATIONS**

Architectural Services

DUE DATE: 6.27.2023 | RFQ-ARC-23-01









Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

CPH, LLC | 520 Palm Coast Pkwy SW, Suite 200, Palm Coast, FL 32137
| 386.445.6569 | info@cphcorp.com | www.cphcorp.com

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V ATTACHMENTS.....39

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

I. LETTER OF **INTEREST**

June 27, 2023

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

RE: "CONTINUING SERVICE CONTRACT FOR ARCHITECTURAL SERVICES" | RFQ-ARC-23-01

Dear Selection Committee Members:

Thank you for the opportunity to express our interest in providing services for the "Continuing Service Contract for Architectural Services" contract. We have appreciated our 13+ year relationship working with the City of Holly Hill. Our capable staff in our two nearby Palm Coast and Sanford offices have the project management skills and qualified personnel who will coordinate and carry this project forward to successful completion for the City.

CPH's architectural practice began in 2004 with the addition of one architect, and has grown to over 80 team members (including nine [9] licensed architects). The firm also added in-house mechanical/electrical/plumbing engineers in 2012, and structural engineers in 2014. Combined with our already established design practice that included civil/utility/transportation engineers, planners, landscape architects, surveyors, and construction managers, CPH provides a comprehensive architecture and engineering team. Our team has been creating sustainable places to live, work, learn, and play. Our portfolio of completed projects, has given us the insight and expertise that will allow us to successfully complete any project for the City of Holly Hill. CPH's team has a high percentage of implementation as it relates to the master plans and concepts that have been imagined by our creative team. We understand how important it is to create a space that functions not only now, but for the long term.

CPH has quickly become a leader in architecture, urban design, and interior space design. The team is fully staffed to provide Architecture, Urban Planning and Design, LEED Analysis and Design, Master Planning, Interior Design, Urban Design, Programming, Space Needs Assessment and Planning, Cost Estimating, and Program Management services. Our architects have provided space planning and complete design services for thousands of buildings, including numerous fire stations, EOC's, police stations, parks, public works facilities, fire aid centers, training facilities, and medical complexes. Our projects have included new projects as well as expansions and remodel programs. Our team has completed projects that range from gateway enhancements, fire/police stations, to historic renovation projects.

We appreciate the opportunity to submit our qualifications in anticipation of working with the City of Holly Hill. We look forward to becoming part of your team serving as your trusted advisor.

Sincerely,
CPH, LLC

Nikhel Jindal, GCC, Assoc. DBIA, ENV SP | Chief Strategy and Success Officer

520 Palm Coast Pkwy S
Suite 2(
Palm Coast, FL 321
Phone: 386.445.65(
Fax: 386.447.89
www.cphcorp.co

Multi-Disciplined Te

Local Office Witl
170+ Staff Membe

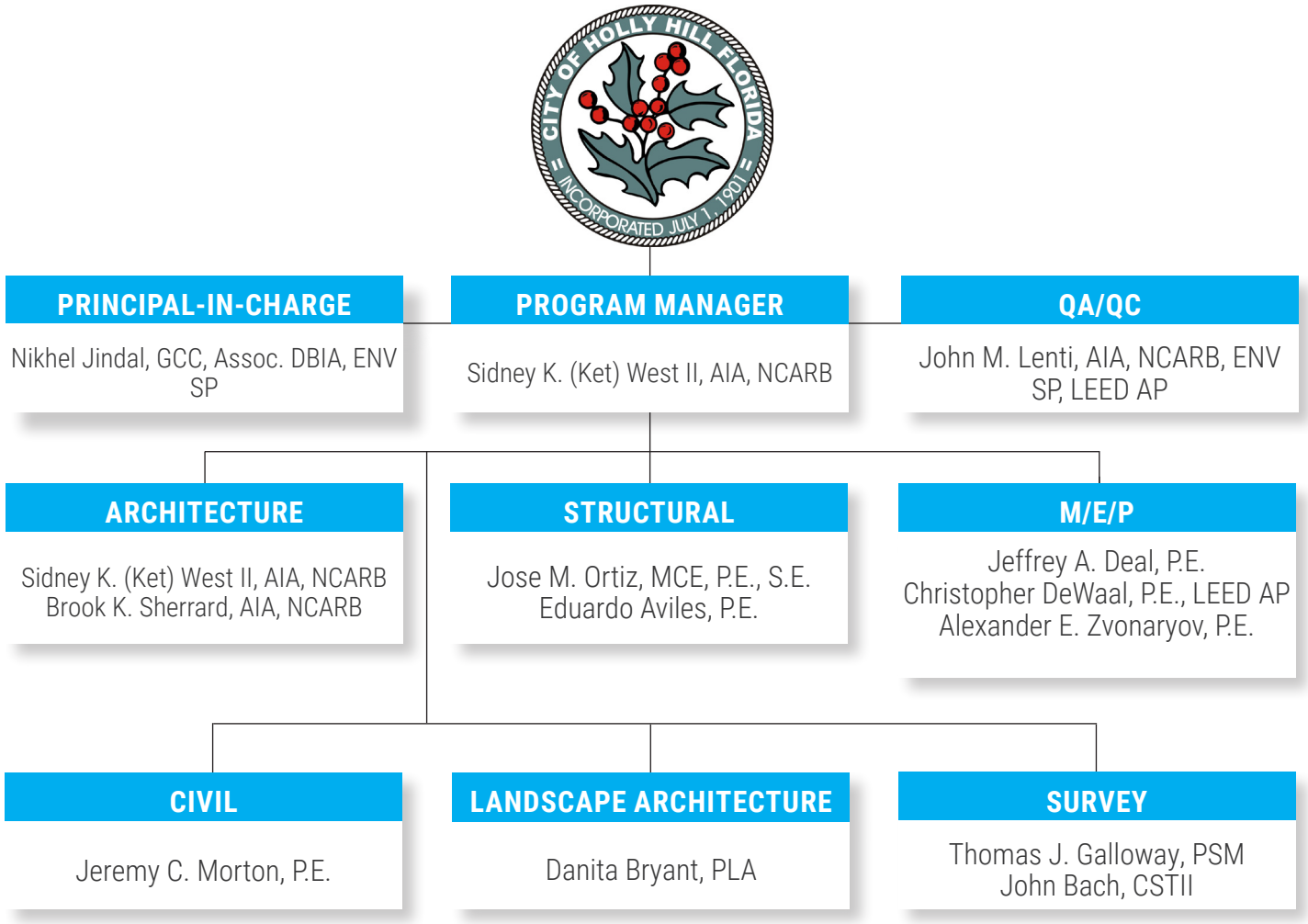
Ranked in Top 3(
Architecture Firms
the United State

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

II. FIRM'S **QUALIFICATIONS**

ORGANIZATIONAL **CHART**

CPH has assembled a vastly diverse and highly qualified team with extensive experience in all discipline areas requested by the City of Holly Hill. Our team has the capabilities and expertise to complete Continuing Service Contract for Architectural Services successfully. The CPH Team Organizational Chart (provided below) depicts the overall reporting and communication hierarchy as well as project roles and responsibilities in relation to the City of Holly Hill's scope of services.



Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

1. 

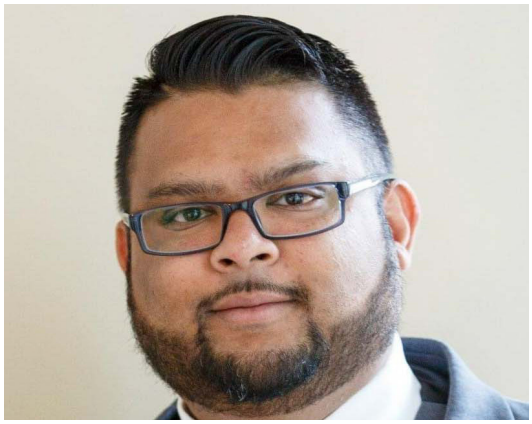
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3. 

1. MONROE COUNTY FIRE STATION – CUDJOE KEY - CPH provided pre-design phase/programming, schematic design, design development, construction documents, bidding and permitting assistance, and construction administration for a new 7,500 SF fire station on Cudjoe Key. The overall project included 3 Drive-Thru Bays, native landscape materials requiring minimum irrigation, workout room, large kitchen, outdoor spaces for building users, roof materials with high solar reflectance, hurricane resistant glazing, door and roof systems, building insulation with high R-value, low-E glazing system, site lighting and interior lighting with LED fixtures, HVAC equipment with high efficiency, water heaters with high efficiency, construction waste control and recycling, flood protection, and a diesel generator.

2. JOE MOODY PARK - CPH provided design for reconstruction of a park facility that was damaged due to hurricanes. The new facility includes a new 8,000 SF community center building, a restroom building utilizing a Client provided proto-type, walk/jog track, lighting, playgrounds for ages 2-5 and ages 5-12, landscape and irrigation, tree replacement, hardscape to include benches, trash receptacles, signage, parking improvements, stormwater retention, outdoor fitness areas, redevelopment of the wetland edge including scenic overlook, disk golf course re-establishment, and demolition of the existing boardwalk.

3. WEDGE PRESERVE PARK - Planning, design, permitting, and construction administration for the development of a new regional community park. The new park is approximately 36 acres and is partially funded through a FDEP grant. As part of the planning process, the team evaluated three distinct options to create an environmental park that merged active with passive recreation. Amenities that were considered include sand volleyball, pickleball, "Bank Shot" basketball course, Ninja Warrior course, trails, water features including environmental overlooks and preserves, softball fields, multi-purpose fields, and playgrounds.



NIKHEL JINDAL, GCC, ASSOC. DBIA, ENV SP

PRINCIPAL-IN-CHARGE

Years of Experience: 24

Education: A.S. in Multimedia Design, Valencia Community College

Licenses & Certifications:
Organizational Communications, Rollins College,
Design-Build Certification - AS-2897
Envision Sustainability Professional - 42882
Government Contractor Certificate - 0047

Key Skills / Qualifications:
- Conceptual Design
- Cost Estimation
- Purchasing
- Public Involvement

Overview: Mr. Jindal serves the firm of CPH as Chief Strategy and Success Officer and assists the team with the development of projects ranging from complete streets to building development projects. He has over 24 years of experience in public and private projects, with project values ranging from $75,000 to over $100 million in construction value. Mr. Jindal has been part of the team that has completed projects that include streetscapes, trails/pedestrian improvements, parks, stormwater improvements, pipeline and pump stations, and water/wastewater treatment plant projects. He has assisted the CPH team with project coordination and management, conceptual design, and public outreach and communication. In addition, Mr. Jindal has assisted the team in alternative delivery projects that include Design-Build, Progressive Design-Build, and Construction Manager At Risk. Mr. Jindal holds his Associate DBIA certification from the Design-Build Institute of America and is an Envision Sustainability Professional recognized by the Institute for Sustainable Infrastructure.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

1.

2.





3.

SIDNEY K. (KET) WEST II, AIA, NCARB

PROGRAM MANAGER

Years of Experience: 31

Education: Bachelor of Architecture, University of Tennessee School of Architecture and Design

Licenses & Certifications:
Registered Architect – FL (No. AR102902), TN (No. 100831), AL (No. 4610), Indiana (No. AR11600175), Kentucky (No. 7629), Michigan (No. 1301064890), North Carolina (No. 13793), Ohio (No. ARC1817472) NCARB Certified

Key Skills / Qualifications:
- Architecture Design
- Project Leadership
- Municipal Facilities
- Office Buildings
- Industrial Buildings
- Logistics Facilities
- K-12 Educational Facilities
- Higher Education Facilities
- Owner Representative Services

Overview: Mr. West serves CPH as a Principal Architect for municipal and special projects. With over 31 years of experience in Architecture, Mr. West has extensive experience working on projects from a few hundred square feet to over 1.5 million square feet–in multiple markets throughout the United States. Mr. West is leading training within CPH's in-house team – creating CPH University – to ensure that the standards and procedures across the design team are producing the best documents for our clients

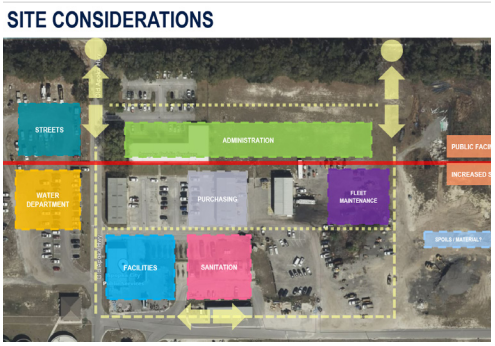
1. SANFORD CITY HALL – BREEZEWAY ADDITION/RENOVATIONS - CPH was selected to provide professional design services for an expansion and renovation to the first floor of Sanford, Florida's City Hall facility. Working with the City, CPH is creating a new "state of the art" experience for visitors visiting the facility, including heightened security. The project will also relocate the Sanford Building Official's office facilities on the first floor of the building. In addition, expanded parking capacity is being created adjacent to the building entrance for this cornerstone to the City of Sanford. CPH is providing Architecture, Civil, Structural, Mechanical, Plumbing, and Electrical Engineering services for the project. The project is anticipated to begin construction in Summer 2023 and be completed by the end of the year.

2. DUKES FIRE STATION - Ket served as the Principal and Architect for a new rural volunteer fire station for the Dukes Fire Department. The facility was designed with a pre-engineered metal building structure, but utilized a modern aesthetic with two, single-slope shed roofs and a custom designed entrance canopy. The new facility included a community meeting space for up to 30 people, a fire chief office, a kitchen, two equipment bays, locker space, equipment storage, and two oversized restrooms (dual purpose designed to also serve as tornado shelters per the FEMA guidelines). The two equipment bays will have trucks initially backing into the facility, but were designed for a future third bay with future openings on the back side of the structure to allow a pass-through operation to be created in a subsequent phase at a minimized cost. The project construction is anticipated to be complete in Fall 2023.

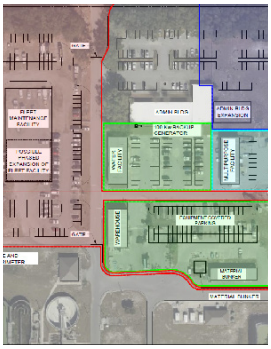
3. OWENSBORO FIRE TRAINING CENTER - Ket served as the Architect for a new one-story, approximately 11,000 SF Fire Training Center for the City of Owensboro, KY. The facility included new training space for cadet classes, training officer offices, three air conditioned equipment bays with integral training areas, a locker room with sauna and individual restroom/shower facilities, and supplemental spaces. In addition, Ket oversaw the design of a new, 4-story training tower with three integral burn rooms, stair towers (interior and exterior), attic training space, roof training space, and roof hatch training areas within the new facility. The project is anticipated to be completed in Fall 2023.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

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1. APOPKA - PUBLIC SERVICES DEPARTMENT FLEET FACILITY DESIGN - Provided design services for a 20,000 SF fleet maintenance facility. Coordinated with City personnel to assess current and long-term fleet maintenance needs. Developed solution that accommodated a wide range of vehcile types to be serviced in a manner that improved over-all operations.

2. APOPKA PUBLIC WORKS, UTILITIES, AND COMPLEX MASTER PLAN - CPH provided planning and space programming services to update the City's public works complex. The current 100-acre facility was originally built in 1972, and over the years, areas were expanded, and buildings added as the City grew. The purpose of the project was to identify the near- and long-term needs of the City's Public Services Department and to develop a phased master plan that improves operational efficiency, increases safety, and aligns to the City's capital investment goals. CPH held multiple stakeholder interviews with department heads, as well as performed field visits to understand operations. The team held a series of workshops to identify the ultimate build out and create a master facility plan that provides optimization of the site.

3. PASCO COUNTY FACILITIES & MAINTENANCE CENTRAL OFFICE AND WAREHOUSE - Shared-use warehouse and office facility supporting three separate departments. Two-bay loading dock for semi-trailer and box trailer deliveries. Concrete Tilt-Wall construction. Optimized Program developed by workshop with three separate departments to maximize shared-use opportunities. Comprehensive CPH design team with full implementation of Building Information Modeling (BIM) to ensure discipline coordination. Utilization of the building information model to develop opinion of probable cost estimates.



JOHN M. LENTI, AIA, NCARB, ENV SP, LEED AP

QA/QC

Years of Experience: 32

Education: University Of Saint Francis, Fort Wayne, Indiana, 2017, MBA
University Of Illinois, Chicago, Illinois, 1996 , M.S. Architecture
University Of Wisconsin, Milwaukee, Wisconsin,1990, B.S Architecture

Licenses & Certifications:
Registered Architect - FL (No. AR100548)
National Council of Architectural Registration Boards (NCARB)
ISI ENV SP
ISI Trainer
ISI Verifier
LEED AP BD+C

Key Skills / Qualifications:
- Revit
- AutoCAD
- SketchUp
- Photoshop
- Navisworks
- Tally
- Microsoft Suite

Overview: A driven and forward-thinking architect with extensive experience in sustainable and resilient design and planning, client management, business development, stakeholder facilitation, and life-cycle costing. Fosters long-lasting relationships with clients, colleagues, and interdisciplinary team members through utilization of exceptional interpersonal communication capabilities. An innovative leader skilled at developing strategic plans that promote short and long team growth, as well as providing guidance on complex municipal facilities and infrastructure projects.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

1. 

2. 

3. 

1. JOE MOODY PARK - CPH provided design for reconstruction of a park facility that was damaged due to hurricanes. The new facility includes a new 8,000 SF community center building, a restroom building utilizing a Client provided proto-type, walk/jog track, lighting, playgrounds for ages 2-5 and ages 5-12, landscape and irrigation, tree replacement, hardscape to include benches, trash receptacles, signage, parking improvements, stormwater retention, outdoor fitness areas, redevelopment of the wetland edge including scenic overlook, disk golf course re-establishment, and demolition of the existing boardwalk.

2. LEESBURG TEEN CENTER - A 10,000 SF addition to an existing recreation center. The Leesburg Teen Center is multi-use facility that houses after school programs for youths ages 5-18. The addition also serves as a re-imaging of the main entry into the existing recreation center.

3. CASSELBERRY WIRZ PARK PLANNING & DESIGN - CPH provided planning, conceptual design, and final design for the reinvestment and updating Wirz Park to convert the facility into a regional facility with multiple uses. The team provided the project in two phases, with the first phase focused on a master plan with an estimated budget. To develop the master plan, the team held multiple design charrettes and public workshops to establish the vision for the updated facility, as well as garner public support. The project documents and funding were then placed as part of a voter referendum, and after approval CPH provided final design for the park. As part of the overall park the new design included a new entrance, relocation of maintenance building, expansion of the existing community building, new outdoor terrace, event patio with 20' x 20' pavilion, splash pad, zero-entry pool with interactive features, 5-lane/25-meter pool, shade structures, volleyball courts, basketball courts, playground, and trail upgrades.



BROOK K. SHERRARD, AIA, NCARB

ARCHITECT

Years of Experience: 24

Education: M.S. in Architecture, University of South Florida, School of Architecture and Community Design
B.S. in Applied Technology/Business, Florida Institute of Technology
A.S. in Life Sciences, Harrisburg Area Community College

Licenses & Certifications:
Registered Architect – FL (No. AR92948)
American Institute of Architects (AIA), National Council of Architectural Registration Boards (NCARB)

Key Skills / Qualifications:
- Industrial/Warehouse Facilities
- Civic Centers
- Completed more than 6.4 million SF of projects
- Building Information Modeling (BIM) and sustainability initiatives
- Experience designing projects according to LEED Certification guidelines
- Educational Facilities

Overview: Mr. Sherrard services CPH as a Senior Architect, with more than 24 years of experience. Mr. Sherrard has completed more than 6.4 million SF of projects and is leading the firm's Building Information Modeling (BIM) and sustainability initiatives. Mr. Sherrard's leadership has ensured that our clients are provided with a coordinated set of documents and 3D models to communicate the design intent at all phases of the project. He has also provided training to in-house architects and has set up standards and procedures to create consistency in document production throughout the firm. In addition, Mr. Sherrard has experience designing projects according to LEED Certification guidelines, including the first new complete high school to achieve a Silver rating under the LEED for Schools 2.0 rating system in the State of Florida at Weeki Wachee High School in Hernando County.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

1. 

2. 

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1. DR. JOYCE M. CUSAK COMMUNITY RESOURCE CENTER - CPH is providing Architectural Design, Civil Engineering, Surveying, Landscape Design, and Post Design Services for the proposed Dr. Joyce M. Cusak Community Resource Center in DeLand, FL. The Community Resource Center will be a 2,500 SF building including a parking area.

2. MONROE COUNTY FIRE STATION – CUDJOE KEY - CPH provided pre-design phase/programming, schematic design, design development, construction documents, bidding and permitting assistance, and construction administration for a new 7,500 SF fire station on Cudjoe Key. The overall project included 3 Drive-Thru Bays, native landscape materials requiring minimum irrigation, workout room, large kitchen, outdoor spaces for building users, roof materials with high solar reflectance, hurricane resistant glazing, door and roof systems, building insulation with high R-value, low-E glazing system, site lighting and interior lighting with LED fixtures, HVAC equipment with high efficiency, water heaters with high efficiency, construction waste control and recycling, flood protection, and a diesel generator.

3. LEESBURG AQUATIC FACILITY - CPH provided planning, design, and permitting for the development of a regional aquatic facility. The facility will include an eight (8) lane competition facility designed to USA Swimming standards for high school competitions. The facility also included a recreational pool with interactive play features, zero entry, and a "free" swim area that can be utilized for swim education. Along with the recreational pool will be a water slide, shaded areas for party rentals, and shower facilities. The complex included an entry/ ticket building, concession building, changing/locker facilities, and mechanical/equipment areas.



JOSE M. ORTIZ, MCE, P.E.,S.E.

STRUCTURAL ENGINEER

Years of Experience: 25

Education: M.E. in Structural Engineering, Cornell University
B.S. in Civil Engineering, Recinto Universitario de Mayaguez, UPR

Licenses & Certifications:
Professional Engineer - FL (No. 67920), PR (No. 17212)

Key Skills / Qualifications:
- Structural Concrete, Steel, and Timber Design
- Seismic/Wind Engineering
- Construction Inspection/Supervision
- Gravity Walls
- Seawalls
- Signage/Gateways
- Fall Protection
- Failure Analysis & Post Disaster Assessment
- Structural Evaluation and Retrofitting

Overview: José has over 25 years of experience in structural engineering design and project management. His experience encompasses projects of all types and complexities including commercial/ retail, hospitals, educational facilities, recreational facilities, hotels/resorts, parking structures, residential, and multi-story office buildings. The depth of his technical understanding of systems and codes allows him to work with architectural / engineering teams to deliver cost-effective structural solutions to meet project goals.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

1. 

2. 

3. 

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2. DR. JOYCE M. CUSAK COMMUNITY RESOURCE CENTER - CPH is providing Architectural Design, Civil Engineering, Surveying, Landscape Design, and Post Design Services for the proposed Dr. Joyce M. Cusak Community Resource Center in DeLand, FL. The Community Resource Center will be a 2,500 SF building including a parking area.

3. JOE MOODY PARK - CPH provided design for reconstruction of a park facility that was damaged due to hurricanes. The new facility includes a new 8,000 SF community center building, a restroom building utilizing a Client provided proto-type, walk/jog track, lighting, playgrounds for ages 2-5 and ages 5-12, landscape and irrigation, tree replacement, hardscape to include benches, trash receptacles, signage, parking improvements, stormwater retention, outdoor fitness areas, redevelopment of the wetland edge including scenic overlook, disk golf course re-establishment, and demolition of the existing boardwalk.



EDUARDO AVILES, P.E

STRUCTURAL ENGINEER

Years of Experience: 9

Education: M.S. in Structural Engineering, University of Puerto Rico
B.S. in Civil Engineering, University of Puerto Rico
B.S. in Land Surveying, University of Puerto Rico

Licenses & Certifications:
Professional Engineer - FL (No. 85877)

Key Skills / Qualifications:
- Signage/Gateways
- Failure Analysis & Post Disaster Assessment
- Structural Concrete, Steel, and Timber Design
- Structural Evaluation and Retrofitting
- Seismic/Wind Engineering
- Construction Inspection/Supervision
- Gravity Walls
- Seawalls

Overview: Mr. Aviles serves as a CPH structural engineer for the firm's work in the United States and Puerto Rico. He has experience in Structural Engineering, Civil Engineering, and Land Surveying.

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1. 

2. 

3. 

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2. LEESBURG TEEN CENTER - A 10,000 SF addition to an existing recreation center. The Leesburg Teen Center is multi-use facility that houses after school programs for youths ages 5-18. The addition also serves as a re-imaging of the main entry into the existing recreation center.

3. GREGG HALL REPLACEMENT DESIGN CRITERIA PACKAGE - CPH was selected to assist the school in developing a design criteria package for the Gregg Hall Replacement Project. The goal of the project included providing upgraded dormitories for middle school students and replacement of facilities that have aged beyond their useful life. CPH's role included performing program verification and serving as owner's representative through the procurement process to design-build of a new dormitory that will house 48 students. The 19,000 SF new dormitory building includes bedrooms, living spaces, bathrooms, and residential kitchens.



CHRISTOPHER DEWAAL, P.E., LEED AP

M/E/P ENGINEER

Years of Experience: 29

Education: M.E.M. in Engineering Management, Kansas State University
M.S. in Electrical Engineering, Kansas State University
B.S. in Electrical Engineering, Michigan Technological University

Licenses & Certifications:
Professional Engineer - FL (No. 58964)
LEED Accredited Professional

Key Skills / Qualifications:
- Project Management
- Electrical Design
- Electrical study
- Substation and distribution line design and equipment specifications
- SCADA/instrumentation and controls

Overview: Mr. DeWaal has strong experience in the design and development of electrical power distribution systems in commercial, industrial, institutional, and utility settings. Most recently his experience has been managing multi-disciplinary engineering/architecture personnel, managing electrical and multi-disciplinary projects from $50k remodels to $100M+ greenfield construction. His strengths include strong communication skills with technical staff, construction contractors, and owner's representatives. He has a vast knowledge of electrical and safety compliance policies and studies, personnel management and project management.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

1. 

2. 

3. 

1. LEESBURG TEEN CENTER - A 10,000 SF addition to an existing recreation center. The Leesburg Teen Center is multi-use facility that houses after school programs for youths ages 5-18. The addition also serves as a re-imaging of the main entry into the existing recreation center.

2. DR. JOYCE M. CUSAK COMMUNITY RESOURCE CENTER - CPH is providing Architectural Design, Civil Engineering, Surveying, Landscape Design and Post Design Services for the proposed Dr. Joyce M. Cusak Community Resource Center in DeLand, FL. The Community Resource Center will be a 2,500 SF building including a parking area.

3. WEST LEESBURG NEIGHBORHOOD RESOURCE CENTER PROJECT - CPH was commissioned to design a new 9,000 SF Neighborhood Resource Center for the City of Leesburg. CPH is responsible for full design services including survey, civil, landscape, architectural and MEP. The Center will include meeting room spaces for large and small groups, a computer lab, office space for local community service providers, conference rooms for miscellaneous social groups, and a Kitchen / Café facility.



JEFFREY A. DEAL, P.E.

M/E/P ENGINEER

Years of Experience: 10

Education: B.S. in Mechanical Engineering, University of Central Florida

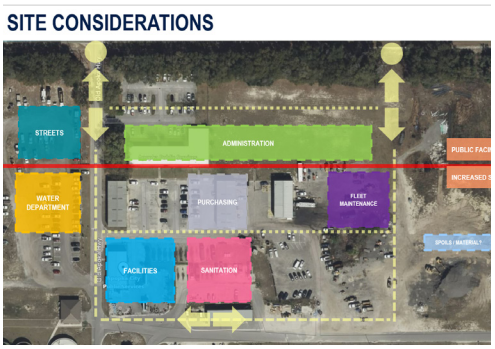
Licenses & Certifications:
Professional Engineer - FL (No. 87451)

Key Skills / Qualifications:
- MEP Project Management
- Retail/Office
- Education
- Restaurant
- Industrial/Warehouse
- Chapel/Religious Assembly
- High End Residential
- Government/Police/Fire

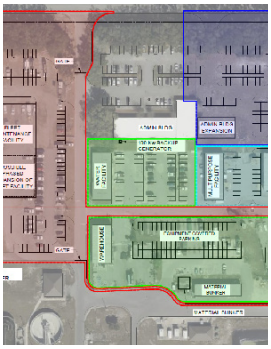
Overview: Mr. Deal serves as CPH's Mechanical Engineer for the firm's work in the United States and Puerto Rico. He has experience in HVAC, plumbing, and fire protection. He provides expertise in energy modeling software, cooling load programs, and energy compliance documentation such as FLAcom (Florida) and COMcheck (nationally).

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

1.



2.



3.



1. APOPKA - PUBLIC SERVICES DEPARTMENT FLEET FACILITY DESIGN - Provided design services for a 20,000 SF fleet maintenance facility. Coordinated with City personnel to assess current and long-term fleet maintenance needs. Developed solution that accommodated a wide range of vehcile types to be serviced in a manner that improved over-all operations.

2. APOPKA PUBLIC WORKS, UTILITIES, AND COMPLEX MASTER PLAN - CPH provided planning and space programming services to update the City's public works complex. The current 100-acre facility was originally built in 1972, and over the years, areas were expanded, and buildings added as the City grew. The purpose of the project was to identify the near- and long-term needs of the City's Public Services Department and to develop a phased master plan that improves operational efficiency, increases safety, and aligns to the City's capital investment goals. CPH held multiple stakeholder interviews with department heads, as well as performed field visits to understand operations. The team held a series of workshops to identify the ultimate build out and create a master facility plan that provides optimization of the site.

3. JOE MOODY PARK - CPH provided design for reconstruction of a park facility that was damaged due to hurricanes. The new facility includes a new 8,000 SF community center building, a restroom building utilizing a Client provided proto-type, walk/jog track, lighting, playgrounds for ages 2-5 and ages 5-12, landscape and irrigation, tree replacement, hardscape to include benches, trash receptacles, signage, parking improvements, stormwater retention, outdoor fitness areas, redevelopment of the wetland edge including scenic overlook, disk golf course re-establishment, and demolition of the existing boardwalk.



ALEXANDER E. ZVONARYOV, P.E.

M/E/P ENGINEER

Years of Experience: 36

Education: B.S. Electrical Engineering, University of Central Florida

Licenses & Certifications:
Project Engineer - FL (No. 60953)
EDSA Certified Training Program Power Systems Analysis and Simulation

Key Skills / Qualifications:
- Project Management
- Lighting
- Power Distribution
- Fire Alarm
- Emergency
- Grounding
- Lightning Protection
- Communications and Systems Design

Overview: Mr. Alexander Zvonaryov serves CPH as an Electrical Engineering Manager. Providing extensive experience in Electrical Engineering, including lighting, power distribution, fire alarm, lightning protection, communications and systems design, construction administration, project management, field investigations, contract document production. Proficient with current and latest technologies, solar, hydrogen, and wind energy trends.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

1. 

2. 

3. 

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3. LEESBURG AQUATIC FACILITY - CPH provided planning, design, and permitting for the development of a regional aquatic facility. The facility will include an eight (8) lane competition facility designed to USA Swimming standards for high school competitions. The facility also included a recreational pool with interactive play features, zero entry, and a "free" swim area that can be utilized for swim education. Along with the recreational pool will be a water slide, shaded areas for party rentals, and shower facilities. The complex included an entry/ ticket building, concession building, changing/locker facilities, and mechanical/equipment areas.



THOMAS J. GALLOWAY, PSM

SURVEYOR

Years of Experience: 32

Education: B.S. in Surveying and Mapping, University of Florida

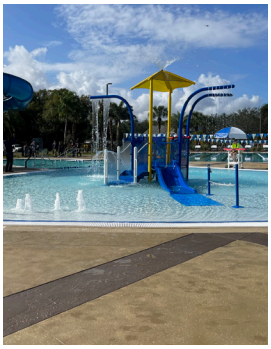
Licenses & Certifications:
Professional Surveyor & Mapper - FL (No. 6549)
NCEES Council No. 1291

Key Skills / Qualifications:
- Surveying and Management
- Highway Projects
- Land Development
- Commercial and Private Projects
- Municipal Projects
- Park Improvements Projects

Overview: Mr. Galloway has more than 32 years of experience in the surveying and mapping profession and has a Bachelor of Science of Surveying and Mapping from the University of Florida. His experience ranges from working in the field and office on small to large development projects, to serving as Party Chief/Survey CADD Technician, Project Manager, and Survey Manager. Mr. Galloway has served as Principal and Director of the Surveying Division of the firm since its establishment in 2001. He has overseen the department's growth from two survey crews to managing the current seven survey crews. Additionally, he has been personally involved in over 2,500 surveys while at CPH.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

1. 

2. 

3. 

1. WEDGE PRESERVE PARK - Planning, design, permitting, and construction administration for the development of a new regional community park. The new park is approximately 36 acres and is partially funded through a FDEP grant. As part of the planning process, the team evaluated three distinct options to create an environmental park that merged active with passive recreation. Amenities that were considered include sand volleyball, pickleball, "Bank Shot" basketball course, Ninja Warrior course, trails, water features including environmental overlooks and preserves, softball fields, multi-purpose fields, and playgrounds.

2. LEESBURG AQUATIC FACILITY - CPH provided planning, design, and permitting for the development of a regional aquatic facility. The facility will include an eight (8) lane competition facility designed to USA Swimming standards for high school competitions. The facility also included a recreational pool with interactive play features, zero entry, and a "free" swim area that can be utilized for swim education. Along with the recreational pool will be a water slide, shaded areas for party rentals, and shower facilities. The complex included an entry/ ticket building, concession building, changing/locker facilities, and mechanical/equipment areas.

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JOHN BACH, CSTII

SURVEYOR

Years of Experience: 16

Education: Drafting and Design Technologies, 4 Years
Coursework towards A.S. Degree, Seminole Community College

Licenses & Certifications:
Certified Survey Technician NSPS-ACSM, Certification No. 0408-3522, Level II

Key Skills / Qualifications:
- Surveying
- Highway Projects
- Land Development/Commercial and Private Projects
- Municipal Projects
- 3-Dimensional Survey Projects
- Elevations & Cross-Sections

Overview: Mr. Bach serves the firm of CPH in the capacity of a Certified Survey Technician Level II/3D Survey. His 16 years of experience include preparing Plats, 3-Dimensional Plans (Elevations & Cross-Sections)s and Right-of-Way Plans. Mr. Bach also has experience in performing ALTA/ACSM, Boundary, Topographic, Route, Mortgage and As-Built surveys. He also preparea Sketch and Descriptions, and writes Metes & Bounds legal descriptions for Title closings.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

1.



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1. CASSELBERRY WIRZ PARK PLANNING & DESIGN - CPH provided planning, conceptual design, and final design for the reinvestment and updating Wirz Park to convert the facility into a regional facility with multiple uses. The team provided the project in two phases, with the first phase focused on a master plan with an estimated budget. To develop the master plan, the team held multiple design charrettes and public workshops to establish the vision for the updated facility, as well as garner public support. The project documents and funding were then placed as part of a voter referendum, and after approval CPH provided final design for the park. As part of the overall park the new design included a new entrance, relocation of maintenance building, expansion of the existing community building, new outdoor terrace, event patio with 20' x 20' pavilion, splash pad, zero-entry pool with interactive features, 5-lane/25-meter pool, shade structures, volleyball courts, basketball courts, playground, and trail upgrades.

2. WEDGE PRESERVE PARK - Planning, design, permitting and construction administration for the development of a new regional community park. The new park is approximately 36 acres and is partially funded through a FDEP grant. As part of the planning process, the team evaluated three distinct options to create an environmental park that merged active with passive recreation. Amenities that were considered include sand volleyball, pickleball, "Bank Shot" basketball course, Ninja Warrior course, trails, water features including environmental overlooks and preserves, softball fields, multi-purpose fields, and playgrounds.

3. MONROE COUNTY FIRE STATION – CUDJOE KEY - CPH provided pre-design phase/programming, schematic design, design development, construction documents, bidding and permitting assistance, and construction administration for a new 7,500 SF fire station on Cudjoe Key. The overall project included 3 Drive-Thru Bays, native landscape materials requiring minimum irrigation, workout room, large kitchen, outdoor spaces for building users, roof materials with high solar reflectance, hurricane resistant glazing, door and roof systems, building insulation with high R-value, low-E glazing system, site lighting and interior lighting with LED fixtures, HVAC equipment with high efficiency, water heaters with high efficiency, construction waste control and recycling, flood protection, and a diesel generator.



DANITA BRYANT, PLA

LANDSCAPE ARCHITECT

Years of Experience: 18

Education: AAS in Drafting and Design, Wytheville Community College

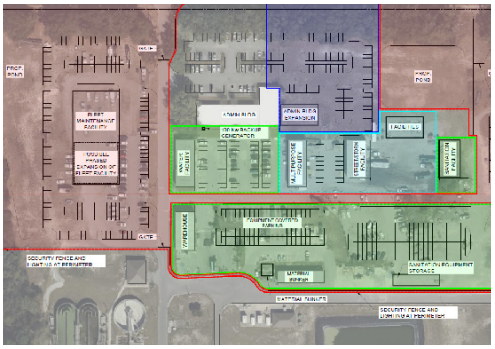
Licenses & Certifications:
Professional Landscape Architect - FL (No. LA6667318)

Key Skills / Qualifications:
- Landscape Architecture
- Trails/Multi-Use Paths and Parks
- Gateways/Entry Features
- Streetscapes
- Municipal Planning
- Streetscape and Corridor
- Municipal & Institutional

Overview: Ms. Bryant serves CPH as a Landscape Architect and Landscape Designer. She has more than 18 years of experience in Landscape Architecture. Ms. Bryant has extensive experience in the design of parks, streetscapes, and commercial/ retail properties.

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3. ORLANDO SANFORD INTERNATIONAL AIRPORT TERMINAL EXPANSION - The project included expansion of the terminal as well as extensive renovations to the existing passenger, security and food service areas equaling 140,000 SF. The project included access improvements to the terminal area, addition of a new traffic signal, phasing and coordination with Terminal Management, Airlines, and Concessionaires. Additional Coordination was Required with Transportation Security Administration (TSA) on the New Consolidated Screening Area and with U.S. Customs and Border Patrol (CBP) for the Federal Inspection Station (FIS) Improvements.



JEREMY C. MORTON, P.E.

CIVIL ENGINEER

Years of Experience: 16

Education: B.S. in Civil Engineering, University of Florida

Licenses & Certifications:
Professional Engineer - FL (No. 75410)

Key Skills / Qualifications:

- Expert in site planning, design, permitting, stormwater, and transportation improvements
- Established relationships with key municipal agencies in the County
- Thorough understanding of performing services through continuing contracts
- Managed small to large improvement programs

Overview: Mr. Morton serves the firm of CPH as a Project Civil Engineer. He has worked for CPH since 2007. Since joining CPH, he has worked in every area of land development, with an emphasis on stormwater, utilities, and general site development. Mr. Morton has been working with a variety of land development clients, gaining valuable experience in project development and permitting at the municipal level, while developing those skills in utility, storm, and site design that are needed in his capacity as Civil Engineer.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

KEY PERSONNEL LICENSES

NIKHEL JINDAL, GCC, ASSOC DBIA, ENV SP





JEREMY C. MORTON, P.E.

LICENSEE DETAILS

Licensee Information

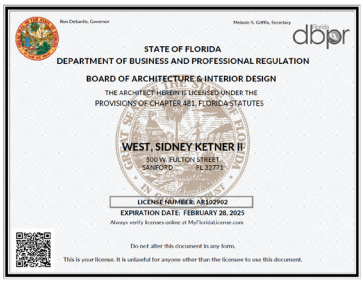
Name:	MORTON, JEREMY CRAIG (Primary Name)
Main Address:	601 LONGWOOD MARKHAM RD SANFORD Florida 32771
County:	SEMINOLE

License Information

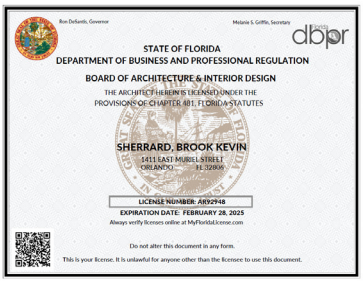
License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	75410
Status:	Current,Active
Licensure Date:	01/12/2013
Expires:	02/28/2025

Special Qualifications	Qualification Effective
Civil	01/20/2012
Advanced Building Code Course Credit	12/31/2018

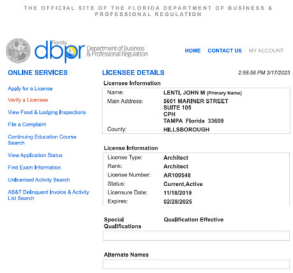
SIDNEY K. (KET) WEST II, AIA, NCARB



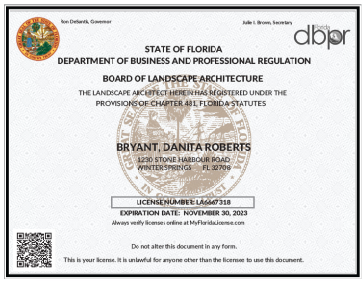
BROOK K. SHERRARD, AIA, NCARB



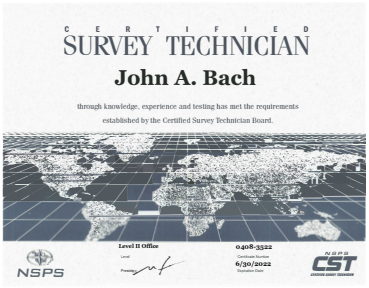
JOHN M. LENTI, AIA, NCARB, ENV SP, LEED AP



DANITA BRYANT, PLA

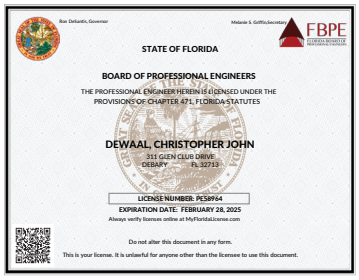


JOHN BACH, CSTII



Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

CHRISTOPHER DEWAAL, P.E., LEED AP



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

DEWAAL, CHRISTOPHER JOHN

351 GLEN CLUB DRIVE
DEBARY FL 32713

LICENSE NUMBER: PE58954
EXPIRATION DATE: FEBRUARY 28, 2025

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GREEN BUILDING CERTIFICATION INSTITUTE

Christopher DeWaal

LEED® ACCREDITED PROFESSIONAL

May 7, 2009

THOMAS J. GALLOWAY, PSM



FIND A BUSINESS OR INDIVIDUAL

License / Complaint Lookup

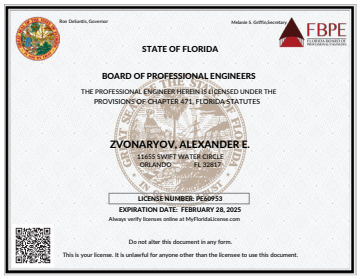
AS MAINTAINED BY THE DIVISION OF CONSUMER SERVICES

THOMAS J GALLOWAY
848 EVERGREEN ST, NEW SMYRNA BEACH, FL 32169-2904

Complaints 0
Print

License Type	License#	Issued	Expires	Status
Surveyor and Mapper	LS6549	07/18/06	02/28/25	Active
Surveyor of Record For	LB7143	12/03/01	02/28/23	Active

ALEXANDER E. ZVONARYOV, P.E.



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

ZVONARYOV, ALEXANDER E.

11655 SWIFT WATER CIRCLE
ORLANDO FL 32817

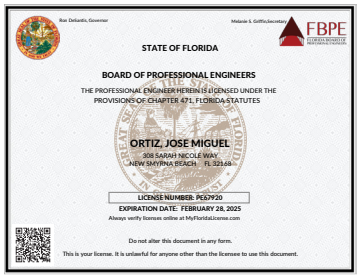
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JOSÉ M. ORTIZ, MCE, P.E.,S.E.



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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ORTIZ, JOSE MIGUEL

308 SARAH NICOLE WAY
NEW SMYRNA BEACH FL 32168

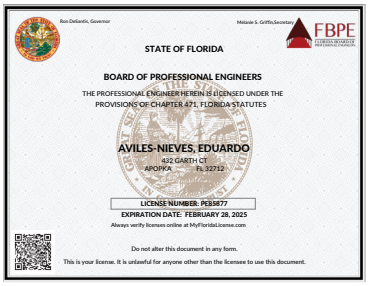
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EDUARDO AVILES, P.E.



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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AVILES-NIEVES, EDUARDO

402 GARTH CT
APOPKA FL 32712

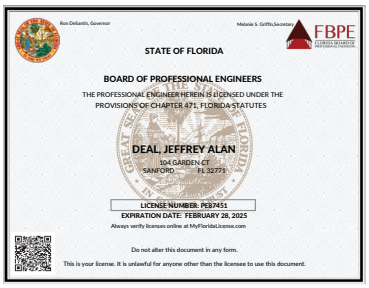
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EXPIRATION DATE: FEBRUARY 28, 2025

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JEFF A. DEAL, P.E.



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

DEAL, JEFFREY ALAN

104 GARDEN CT
SANFORD FL 32771

LICENSE NUMBER: PE87451
EXPIRATION DATE: FEBRUARY 28, 2025

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FIRM'S **EQUIPMENT**

CPH's commitment to quality and on-time projects includes team members staying abreast of the latest technology and capabilities. Staff interchanges information electronically with architectural firms, planning firms, surveying firms, and clients. Engineering and drafting functions are thoroughly computerized using Autodesk Revit/BIM modeling and AutoCAD drafting and associated engineering programs, as well as hydraulic, hydrologic, and general spreadsheet programs. Transportation planning software (FSUTMS) and Traffic Operations (Net-Sim, Passer, HCM, SOAP) are also in constant use.

- ✓ Wide Area Networks - VPN via Cisco Routers
- ✓ High Speed Internet Access
- ✓ Windows Exchange Server
- ✓ High Speed email, FTP, and WEB services on-line
- ✓ 10/100 Ethernet LANs in all offices
- ✓ Microsoft Office Professional
- ✓ Powerful large format printing capabilities in all offices
- ✓ High Security and Virus protection company-wide
- ✓ Autodesk AutoCAD 2018, Autodesk Civil 3D 2015, Autodesk Revit 2015, 2016, 2017
- ✓ Arc GIS, Microstation, Autoturn 7, Land Desktop 3, Microstation, Autoturn 7
- ✓ WaterCAD, Ponds, Advanced Inter Connected Pond Routing (ICPR), Hydraflow, Modret, ArcView, MColor and many others
- ✓ Topcon GPT-2005 Total Station with prism/non prism feature
- ✓ Topcon GPT-3005 Total Station with prism/non prism feature
- ✓ Topcon AT-G4 Automatic Levels
- ✓ Topcon Recon 200C w/64MB Field computers with Survey Pro software
- ✓ FDOT approved setup for traffic cones, traffic signs, survey vests, and hardhats
- ✓ Geopack
- ✓ Building Energy Modeling and Cooling Loads: Energy Guage (Florida Energy Code Compliance: FLACOM); Comcheck; Carrier Hap; Wrightsoft
- ✓ Electrical Power System Analysis: eTAP – Short Circuit Fault Current Calcs; Arc Flash (NFPA 70E); Power System Coordination Studies
- ✓ Fire Protection: Elite Fire Sprinkler Hydraulic Calcs
- ✓ RISA-3D
- ✓ RISA Connection
- ✓ TEDDS
- ✓ HILTI PROFIS Anchor
- ✓ MathCAD













Modeling Software

The CPH team has extensive knowledge of the hydraulic modeling process and the associated software. Software packages that the team routinely uses are:

- ✓ Bentley Systems (Formerly Haestad Methods)
- ✓ MW Soft
- ✓ Hydroflow
- ✓ StormCAD
- ✓ Autodesk Revit/BIM
- ✓ SewerCAD
- ✓ WaterCAD
- ✓ CADD
- ✓ Microstation
- ✓ And others

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)





JOE MOODY PARK - **PANAMA CITY, FL**

CPH is providing design for reconstruction of a park facility that was damaged due to hurricanes. The new facility will include: 8,000 SF community center building, a restroom building utilizing a Client-provided proto-type, walk/jog track, lighting, playgrounds for ages 2-5 and ages 5-12, landscape and irrigation, tree replacement, hardscape to include benches, trash receptacles, signage, parking improvements, stormwater retention, outdoor fitness areas, redevelopment of the wetland edge including scenic overlook, disk golf course re-establishment, and demolition of the existing boardwalk. The new 8,000 SF community building will be designed with spaces that are multi-use and multi-functional to support meeting/ gathering/reunions/recreational activities. The space will include offices and meeting space for support staff, a catering kitchen, restrooms, lobby, and storage.



PROJECT PROFILE:
Cost: TBD

Design Completion: 01/2022

Construction Completion: TBD

TEAM INVOLVED:

- Nikhel Jindal, GCC, Assoc. DBIA, ENV SP
- Brook K. Sherrard, AIA, NCARB
- Jose M. Ortiz, MCE, P.E., S.E.
- Eduardo Aviles, P.E.
- Jeffrey A. Deal, P.E.
- Christopher DeWaal, P.E., LEED AP
- Alexander E. Zvonaryov, P.E.
- Thomas J. Galloway, PSM
- John Bach, CSTII
- Danita Bryant, PLA
- John M. Lenti, AIA, NCARB, ENV SP, LEED AP

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WEDGE PRESERVE PARK - **PARKLAND, FL**

Planning, design, permitting, and construction administration for the development of a new regional community park. The new park is approximately 36 acres and is partially funded through a FDEP grant. As part of the planning process, the team evaluated three distinct options to create an environmental park that merged active with passive recreation. Amenities that were considered include sand volleyball, pickleball, "Bank Shot" basketball course, Ninja Warrior course, trails, water features including environmental overlooks and preserves, softball fields, multi-purpose fields, and playgrounds.

PROJECT PROFILE:

Cost: $30 Million

Design Completion: 08/2024

Construction Completion: 01/2026

TEAM INVOLVED:

- Nikhel Jindal, GCC, Assoc. DBIA, ENV SP
- Ismail Ilker Uzun, AIA, LEED AP BD+C
- Brook K. Sherrard, AIA, NCARB
- Jose M. Ortiz, MCE, P.E., S.E.
- Eduardo Aviles, P.E.
- Christopher DeWaal, P.E., LEED AP
- Alexander E. Zvonaryov, P.E.
- Thomas J. Galloway, PSM
- Danita Bryant, PLA
- John M. Lenti, AIA, NCARB, ENV SP, LEED AP

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EST 1877
WILDWOOD
FLORIDA



CITY OF WILDWOOD – MILLENNIUM PARK REDESIGN - **WILDWOOD, FL**

CPH updated the master plan of a regional 90+ acre park. This park currently hosts events and weddings at the on site center, as well as multiple baseball tournaments and has soccer/multi-purpose fields. To meet the growing needs of the City, CPH worked to help master plan the park improvements to include new parking, internal roadway system, overlooks/pavilions, trails, and reconfigured fields. As well the new master plan analyzed the potential for youth activity center area focused around aquatics. As part of the master plan, CPH provided a multi-year phasing plan along with a capital improvement plan/budget. CPH is currently under design of Year–1 improvements that include $3 million towards baseball field redevelopment, trails, drainage improvements, roadway network, and parking.

PROJECT PROFILE:

Cost: $30.5 Million

Design Completion: 2021

Construction Completion: 2022

TEAM INVOLVED:

- Nikhel Jindal, GCC, Assoc. DBIA, ENV SP
- Jose M. Ortiz, MCE, P.E., S.E.
- Eduardo Aviles, P.E.
- Jeffrey A. Deal, P.E.
- Christopher DeWaal, P.E., LEED AP
- Alexander E. Zvonaryov, P.E.
- Thomas J. Galloway, PSM
- Jeremy C. Morton, P.E.

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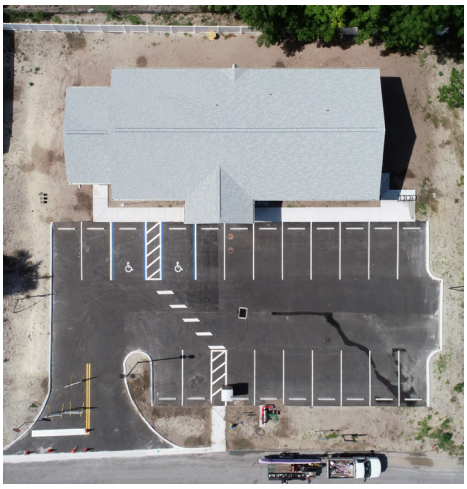




DR. JOYCE M. CUSAK COMMUNITY RESOURCE CENTER - **DELAND, FL**

CPH is providing Architectural Design, Civil Engineering, Surveying, Landscape Design and Post Design Services for the proposed Dr. Joyce M. Cusak Community Resource Center in DeLand, FL. The Community Resource Center will be a 2,500 SF building including a parking area. Amenities include:

- Multi-Purpose Room
- Kitchen
- Health Room
- Office Space
- Computer/Media Room
- Lab Room
- Mechanical Room
- Optional Outdoor Space



PROJECT PROFILE:
Cost: $1,012,000

Design Completion: 11/2019

Construction Completion: 07/2020

TEAM INVOLVED:

- Nikhel Jindal, GCC, Assoc. DBIA, ENV SP

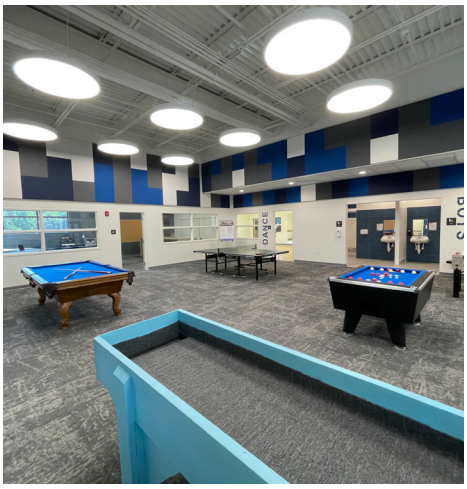
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LEESBURG TEEN CENTER - **LEESBURG, FL**

A 10,000 SF addition to an existing recreation center. The Leesburg Teen Center is multi-use facility that houses after school programs for youths ages 5-18. The programs are operated by the Boys & Girls Club of Central Florida and the building includes game rooms, computer labs, art and music spaces, offices and a food preparation space. The addition also serves as a re-imaging of the main entry into the existing recreation center. The addition is organized functionally to separate the spaces by age groups with the teens located to the rear of the spaces and the younger children at the front. Both age groups have exterior dining and activity patios to extend the opportunities for learning and engagement beyond the interior confines of the facility.



PROJECT PROFILE:
Cost: $ 2,000,000

Design Completion: 11/2020

Construction Completion: 06/2022

TEAM INVOLVED:

- Nikhel Jindal, GCC, Assoc. DBIA, ENV SP
- Brook K. Sherrard, AIA, NCARB
- Jose M. Ortiz, MCE, P.E., S.E.
- Eduardo Aviles, P.E.
- Jeffrey A. Deal, P.E.
- Christopher DeWaal, P.E., LEED AP
- Alexander E. Zvonaryov, P.E.
- Thomas J. Galloway, PSM
- Danita Bryant, PLA

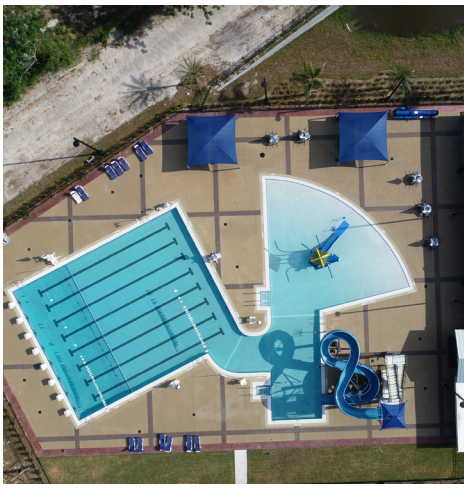
Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)





LEESBURG AQUATIC COMPLEX - **LEESBURG, FL**

CPH provided planning, design, and permitting for the development of a regional aquatic complex. The complex included an eight (8) lane competition facility designed to USA Swimming standards for high school competitions. The complex also included a recreational pool with interactive play features, zero entry and a "free" swim area that could be utilized for swim education. Alongside the recreational pool, the design included a water slide, shaded areas for party rentals, and shower facilities. The complex has an entry/ticket building, concession building, changing/locker facilities, and mechanical/equipment areas.



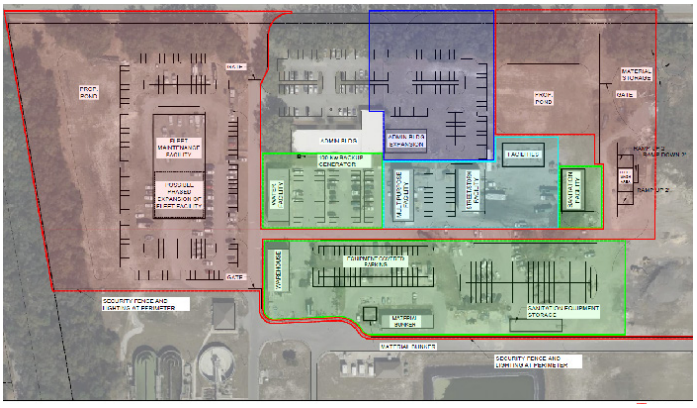
PROJECT PROFILE:
Cost: $6.2 Million

Design Completion: 10/2020

Construction Completion: 03/2022

TEAM INVOLVED:
- Nikhel Jindal, GCC, Assoc. DBIA, ENV SP
- Jose M. Ortiz, MCE, P.E., S.E.
- Eduardo Aviles, P.E.
- Jeffrey A. Deal, P.E.
- Christopher DeWaal, P.E., LEED AP
- Alexander E. Zvonaryov, P.E.
- Thomas J. Galloway, PSM
- Jeremy C. Morton, P.E.

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APOPKA PUBLIC WORKS, UTILITIES, AND COMPLEX MASTER PLAN - **APOPKA, FL**

CPH provided planning and space programming services to update the City's public works complex. The current 100-acre facility was originally built in 1972, and over the years, areas were expanded and buildings added as the City grew. The purpose of the project was to identify the near-and long-term needs of the City's Public Services Department and to develop a phased master plan that improves operational efficiency, increases safety, and aligns to the City's capital investment goals. CPH held multiple stakeholder interviews with department heads, as well as performed field visits to understand operations. The team held a series of workshops to identify the ultimate build out and create a master facility plan that provides optimization of the site.

PROJECT PROFILE:

Cost: $30,000,000

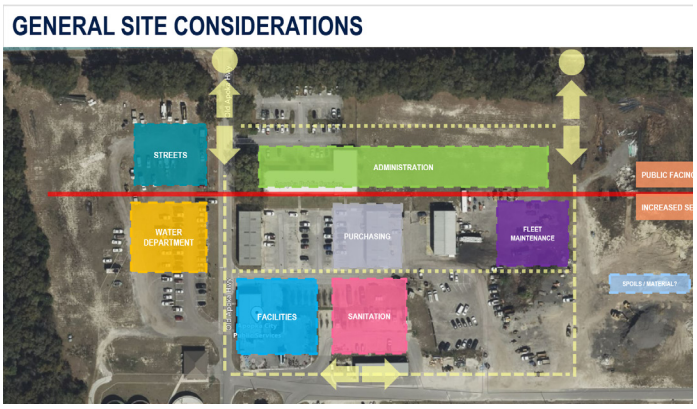
Design Completion: 02/2023

Construction Completion: 12/31/2037 (Forecasted)

TEAM INVOLVED:

- Jose M. Ortiz, MCE, P.E., S.E.
- Christopher DeWaal, P.E., LEED AP
- John M. Lenti, AIA, NCARB, ENV SP, LEED AP

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)



APOPKA - PUBLIC SERVICES DEPARTMENT FLEET FACILITY DESIGN - **APOPKA, FL**

The purpose of this project is to provide programming, schematic design and final design services for a new Fleet Services Building located at the Public Services Department's facilities at 748 East Cleveland Street. The building is anticipated to be a single story, 20,000 SF facility with multiple drive-through service bays, offices, breakroom, parts storage, and bathrooms. The project goal is to develop a building layout that accommodates the city's fleet service requirements and to do so in a manner that is coordinated with TASK ORDER NO.1 – SITE MASTER PLAN. Accordingly, this task order is phased such that due diligence, programming, and conceptual design are executed in tandem with development of a site master plan. Once the site master plan is complete, the final design phase of this task order will proceed.

PROJECT PROFILE:
Cost: $6 Million

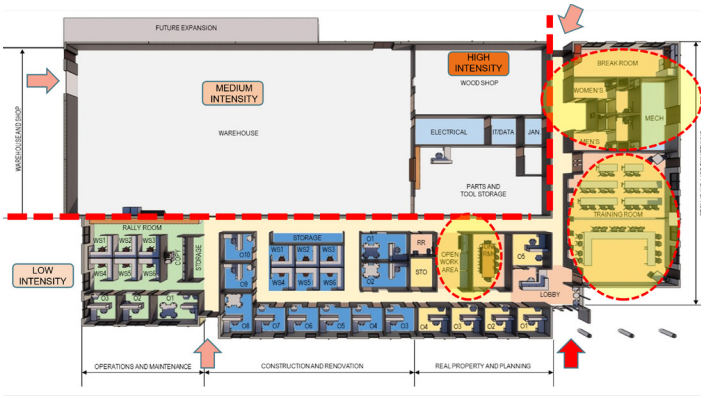
Design Completion: 03/2023

Construction Completion: TBD

TEAM INVOLVED:
- Jose M. Ortiz, MCE, P.E., S.E.
- Christopher DeWaal, P.E., LEED AP
- John M. Lenti, AIA, NCARB, ENV SP, LEED AP

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PASCO COUNTY FACILITIES & MAINTENANCE CENTRAL OFFICE AND WAREHOUSE - **LAND O' LAKES, FL**

The new central office and warehouse located on the Pasco County Land O' Lakes Public Safety Campus is a shared use facility to serve the needs of the Counties Operations and Maintenance (O&M), Construction & Renovation (C&R), and Real Property Planning (RPP) departments. The 20,000 SF facility is organized with a central high-bay warehouse space wrapped on two sides with office and support spaces. Arranged departmentally, the office areas utilize strategies such as open plan "hot desks" and "touch-down" offices to efficiently accommodate the needs of a staff population that are coming and going throughout the day. Concrete tilt-wall construction provides a cost-effective and durable envelope that meets the diverse needs of the facility and provides a solid separation between field and office activities. A two-bay dual level loading dock provides safe and effective access for equipment and materials handling and is configured to accommodate a future 10,000 SF EOC warehouse addition.



PROJECT PROFILE:

Cost: Estimate at SD Phase: Building $2,650,000 / Site $1,075,000

Design Completion: 08/2021

Construction Completion: TBD

TEAM INVOLVED:

- Nikhel Jindal, GCC, Assoc. DBIA, ENV SP
- Ismail Ilker Uzun, AIA, LEED AP BD+C
- Brook K. Sherrard, AIA, NCARB
- Jose M. Ortiz, MCE, P.E., S.E.
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MONROE COUNTY FIRE STATION – CUDJOE KEY - **MONROE COUNTY, FL**

CPH provided pre-design phase/programming, Schematic Design, Design Development, Construction documents, Bidding and Permitting assistance, and Construction Administration for a new 7,500-SF Fire Station on Cudjoe Key. Additional services provided included site plan review, civil engineering, landscape architecture, and FDOT Review and Florida Green Build criteria. The building was designed to meet or exceed Florida Green Building Coalition (FGBC) standards.

The overall project included 3 drive thru-bays, native landscape materials requiring minimum irrigation, workout room, large kitchen, outdoor spaces for building users, roof materials with high solar reflectance, Hurricane resistant glazing, door and roof systems, Building insulation with High R- value, Low-E glazing system, Site lighting and interior lighting with LED fixtures, HVAC equipment with high efficiency, water heaters with high efficiency, construction waste control and recycling, flood protection, and a diesel generator.



PROJECT PROFILE:
Cost: $3,884,185

Design Completion: 2018

Construction Completion: 06/2021

TEAM INVOLVED:
- Nikhel Jindal, GCC, Assoc. DBIA, ENV SP
- Ismail Ilker Uzun, AIA, LEED AP BD+C
- Jose M. Ortiz, MCE, P.E., S.E.
- Eduardo Aviles, P.E.
- Jeffrey A. Deal, P.E.
- Christopher DeWaal, P.E., LEED AP
- Thomas J. Galloway, PSM
- Danita Bryant, PLA

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PROJECT APPROACH AND QUALITY **CONTROL MEASURES**

PROJECT UNDERSTANDING

Our team has reviewed the solicitation, and understands that the City of Holly Hill is seeking the services of a consulting firm on an ongoing basis for a general architectural services contract. Our team has provided architecture and engineering services for numerous similar sized Cities throughout the State of Florida (and beyond), and are well staffed to provide the City with the required architecture services. CPH has been providing services to our municipal clients dating back to the 1980s and has worked within the Holly Hill area for 13+ years.

Through our extensive 42+ year history in Florida, we have developed a thorough understanding of the local conditions, character, and the City's codes/design guidelines. We have worked to develop an understanding of your design preferences and project delivery process. Combined, our expertise and this knowledge will allow us to hit the ground running on any project assigned under this contract.

APPROACH TO PROJECT MANAGEMENT



The key to managing and controlling the project schedule and budget will be continual coordination between all CPH team members and the City's program manager. This team effort will be directed by Sidney K. (Ket) West II, AIA NCARB, who has more than 31 years of experience related to these types of projects. To maintain proper control of the schedule and budget, our CPH project managers and team members will continually monitor the projects on a weekly and monthly basis from inception to completion. Typical management tools to monitor schedule and budget include field coordination meetings, weekly/monthly look-ahead schedules that are updated routinely, and detailed 90-day schedules updated monthly.

APPROACH TO STAKEHOLDER CONSENSUS AND PROGRAMMING (PHASE I)

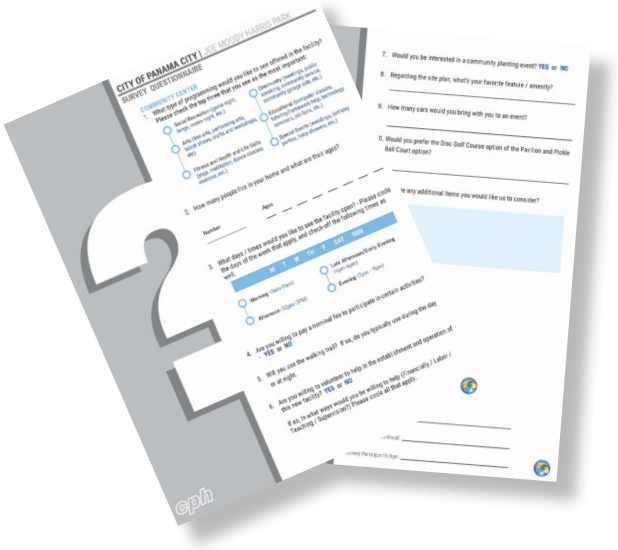
CPH believes in providing a balanced and thoughtful approach to stakeholder engagement to build consensus. Our team understands that each project is unique and stakeholders can include not only the City's project management staff, but also key stakeholder groups such as end users or community participants. These types of projects require a team that understands balancing needs, wants, and budgets (construction and operation). Our approach to the programming and consensus building for the project is focused around creating meaningful workshops and stakeholder group outreach. Our approach includes:

- **WORKSHOP #1 – PARTNERING KICKOFF**
  At this Partnering Kickoff Workshop, CPH will gather all stakeholders to have a group discussion on project goals, objectives, list of wants, must haves, and needs. At this meeting, our team will present minimum design requirements, funding/budget requirements, and identify any other preliminary data available (site constraints, etc.), and use this as a basis for the discussion.



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- **FOLLOW-UP STAKEHOLDER INTERVIEWS**
  After Workshop #1 and if necessary for each project, CPH will attend individual meetings with key stakeholders to understand how they will potentially utilize the facility, identify design challenges/ opportunities, and determine any other general feedback the stakeholders may wish to share. If desired by the City, we can also conduct an online survey to gather feedback on items that include age groups, usage times, etc. Please see examples of two recent surveys below.



CITY OF PANAMA CITY - JOE MOODY PARK SURVEY



CITY OF LEESBURG - TEEN CENTER SURVEY

- **DELIVERABLES: INITIAL BUILDING PROGRAM & ORDER OF MAGNITUDE COSTS**
  After the stakeholder interviews and workshop, CPH will deliver a Building Program summary that outlines the collective desired improvements, meeting summaries, and rough order of magnitude costs associated with various design options.

- **WORKSHOP # 2 – CONCEPTUAL DESIGN**
  After the delivery of the Initial Building Program and Order of Magnitude, our team will hold another stakeholder workshop. At this workshop CPH will provide a high-level review of the findings from the stakeholder outreach and present multiple different design layouts/options for the project. Having everyone in the same room, our team will go over each design option individually to get feedback on each concept. This will allow the users, other key stakeholders, and the City to help determine the best and final solution and finalize the facility's program for the project.

- **DELIVERABLE: CONCEPTUAL DESIGN OPTIONS**

DESIGN PHASES & DESIGNING TO A BUDGET

Designing to a budget is based on a two-fold approach. One is the actual construction cost associated with the development of the project. The second is related to the operations and maintenance costs. For the first topic, the construction cost, our team will provide the City with updated costs throughout the programming and master planning phases. These will be Class I and Class II estimates that focus on preliminary costs and rough order of magnitude. As we get further in the design process of phase I, our team will deliver Class III, IV, and IV opinions of probable cost with each design submittal. This will allow the City to make the best decisions on how to move the project forward.

For the second topic, operational costs, our team will provide life cycle analysis for each major finish/product. This will include maintenance requirements, replacement costs, and typical life of products/equipment. This allows the City staff to make the best decision not only for the construction cost but align their vision on costs to operate the facility with the budget for the improvements. This will also provide the City with an understanding of potential paybacks for a higher end finish or equipment. For instance, maybe the City can save the extra amount added during construction through energy savings within 5 years. This payback period may be an attractive alternative to a higher operational cost.

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TYPICAL DESIGN PROCEDURE (PHASE II)

We have outlined our typical design procedure below. This process follows a proven systematic approach to the development of construction documents following a successful planning and programming phase.

- **SCHEMATIC DESIGN PHASE**

  After the Conceptual Design workshop, our team will refine the presented concepts to create one final updated plan that captures the best information from the stakeholder collective feedback. After the City's review and approval of the program requirements, we will move into the Schematic Design. This will create the solutions to the needs and challenges identified during Programming. We will arrange all the spaces and establish the flow of the public and staff into the optimum arrangement for the operations and safety of all occupants, while satisfying the building codes and standards. The challenge of these solutions will be the balance to incorporate all program requirements, maintain organization of daily operations and verify construction budgets. Some of the key items to concentrate on during the Schematic Design Phase include but are not limited to the following:

  » Identify emergency backup for all functions.
  » Design buildings to be well equipped to serve all functions outlined in the program.
  » Maximize potential of internal program spaces and exterior site amenities–including parking areas.
  » Evaluate potential of site drainage pattern and location of hazard material.
  » Review building materials in relation to cost, maintenance, and life span.
  » Identify land surveying, laser scanning, and/or geotechnical engineering requirements for the project.
  » Determine building finish level of quality and preferences for interior space and building exterior.
  » Determine structural foundation and framing systems for the project.
  » Determine mechanical/HVAC systems to be utilized for the project.
  » Determine plumbing system requirements for the project.
  » Determine electrical power and lighting needs for the project.
  » Allocate provisions for communication devices and technology.

- **DELIVERABLES: SCHEMATIC DESIGN DRAWINGS AND NARRATIVES**

  At the end of the Schematic Design Phase, our team will forward the Schematic Design drawings, including floor plans, elevations (exterior and interior), and building sections, along with structural engineering, mechanical engineering, plumbing design, and electrical engineering design narratives describing the selected systems. The rough order of magnitude cost estimate for the designed work will be updated. This package will be presented to the City for approval.

DESIGN DEVELOPMENT (60% DESIGN DEVELOPMENT)

This is the phase when the A&E team develops many of the technical aspects of the building. The team will decide on the type and size of the structural system, mechanical, electrical, and plumbing systems, and building materials construction type. At the same time, the site takes shape with entry/delivery points, parking, and landscape. Modifications are made at this time, if necessary, to keep the project within the budget. It is the purpose of design development to finalize the full nature and scope of the project, including finishes, markings, equipment, features and systems. Conceptual structural engineering, mechanical/HVAC engineering, plumbing design, and/or electrical engineering work begins during this phase.
All environmental concerns are established based on building code. Geotechnical soils data is assessed for consideration of foundation type, and additional coordination takes place for structural building framing material selections. At the completion of the Design Development Phase, the facility's design decisions should be complete and will include the following:

- DELIVERABLES: DESIGN DEVELOPMENT DRAWINGS AND NARRATIVES

  Building Elements May Include the Following:
  - Building Plans, Development
  - Building Sections
  - Building Elevations
  - Building Details



ENGLEWOOD WAREHOUSE & MAINTENANCE OFFIC



OUC WAREHOUSE

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

- Building Finishes
- Building Demolition Sequencing Plan
- Value Engineering ideas
- Building structural foundation systems and framing systems
- Mechanical/HVAC, plumbing, and electrical systems (Specifications will begin to be developed)
- An updated construction cost estimate will be developed

CONSTRUCTION DOCUMENTS (90% DESIGN & 100% CONSTRUCTION DOCUMENTS)

Upon approval of the Design Development package, the Construction Documents phase will begin. During this phase, all decisions on how to construct the facility will be finalized and documented for bidding and construction. The following materials will be prepared: Construction drawings and Technical specifications.

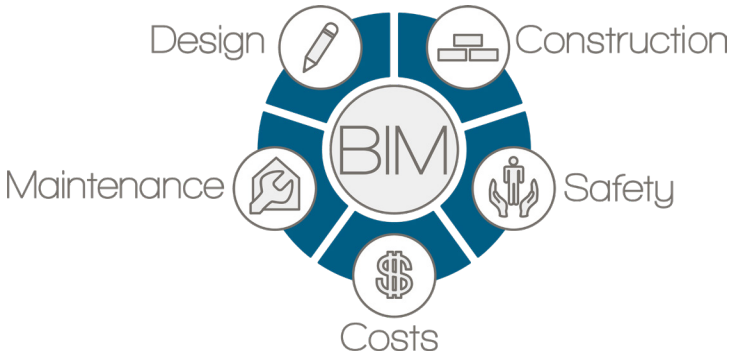
As the Detail Design work proceeds, we will continue to review the plans and specifications with the City on a regular basis. While major components of engineering systems and building materials have been identified during Design Development, it is important for the City to be kept aware of their detail applications. Regular reviews, in addition to periodic special design review meetings, will be held in your offices for your convenience.

CONSTRUCTION ADMINISTRATION

The Construction Administration will be organized according to the needs of the project. Our basic Construction Administration services typically include professionals from each of the design team disciplines. These representatives will review contractors' shop drawing submittals for material and equipment to be included in the project. The submittals will be reviewed for compliance with the Contract Documents. These professionals will conduct scheduled project site visits and will also be on call during the Construction phase. When the project or a phase of the project has reached substantial completion, we will arrange a formal review of the project that will include the Client representatives, our design team, and the Contractor. From this review, we will prepare a list of work to be completed or corrected and make a recommendation on acceptance of the work as the final work is completed along with collection of warranties and close out manuals.

UTILIZING BUILDING INFORMATION MODELING TO COLLABORATE

Building Information Modeling (BIM) refers to a digital collection of software applications designed to facilitate coordination and project collaboration. It can also be considered as a process for developing design and construction documents by virtually constructing the project on the computer before construction begins. Using BIM tools, designs can be developed directly in 3D as a collection of model elements. As the project is developed, increasing amounts of intelligence are added to each model element, and this intelligence is captured in a database. BIM is a multidimensional model (3D, 4D [time] and 5D [cost]) in which a virtually unlimited range of visual and non-visual project and building related information is tagged or attached to each model element as a collection of attributes.



The BIM models will be used at each workshop, as needed, to help review the design and progress decisions. By viewing the project and how decisions effect the quantities and model in real-time, the stakeholders will be able to make more effective decisions. The BIM model will not only assist with clash detection, but provide a strong base to collaborate on size, location, features, etc. In addition, the BIM model can be converted for use with virtual and/or augmented reality through Oculus headsets. This will allow the City and stakeholders to view the proposed improvements and space. This is a powerful tool we can implement for collaboration so the City can visualize improvements prior to any construction.

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The CPH team will create a preliminary BIM Execution Plan (BEP) for each project that will provide a framework that will facilitate the BIM technology in an efficient and realistic way on your projects, as well as provide an interactive way to collaborate. This BEP is used to define the protocols, expected level of development and authorized uses of the Building Information Model on this Project, and assigns specific responsibility for the development of each Model Element to a defined Level of Development at each Project phase. The CPH team will develop the design at each stage using the following BIM software:

DISCIPLINE	AUTHORING SOFTWARE	VERSION
Architectural	Revit Architecture	2022
Structural	Revit Structure	2022
Mechanical, Electrical, Plumbing, Fire Protection, Telecomm, Security	Revit MEP	2022
Civil	AutoCAD	2022
Landscape	AutoCAD	2022
Clash Detection	Revit, Navisworks Manage	2022

SUSTAINABILITY

Fundamentally, we will incorporate the goals of higher facility performance by implementing sustainable choices throughout the planning, design, construction, and operational phases of the project while maintaining a flexible framework to allow for changes as needed to support the overall goals of the program. CPH's goal will be to work with the City throughout our collaborative workshops to identify areas where we may capture points from the program in order to achieve a sustainability goals and assist the City in making decisions and understanding how those impact project budget. The team has established the following goals for projects:

QUALITY OF LIFE

- Exceed Regulatory Requirements
- Implement Local Community Benefits
- Enhance Community Views

RESOURCE ALLOCATION

- Balanced Site Improvements
- Reduction in Energy Demand
- Use of Recycled Materials

LEADERSHIP

- Sustainable Project Management
- Local Job Creation
- Interdisciplinary Team Work

NATURAL WORLD

- Stormwater Infiltration
- Flood Reduction
- Preservation of Ecologically Sensitive Areas

CLIMATE & RESILIENCE

- Carbon Reduction
- Increased Resilience to Climate Change
- Reduced Air Pollution

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

QUALITY CONTROL/QUALITY ASSURANCE

CPH has an established culture that places emphasis on quality control and assurance for our clients. The firm and team members are dedicated to this process and incorporation of good design and construction practices from the inception of projects. CPH's corporate quality initiatives includes developing a quality control/assurance standardization committee, benchmark reviews by experienced, qualified technical personnel, and means and methods quality reviews by licensed general and utility contractors. The team routinely meets with clients to conduct completed project reviews to evaluate team performance and identify opportunities to enhance service.

CPH's established culture is instilled in every team member and requires that the staff act as an extension of our clients staffing, providing them with services that are on time, within budget, cost effective, and of the highest level of quality. CPH has Standard Operating Procedures (SOP) for all of our major programs (transportation, infrastructure, utilities, stormwater, commercial, residential, and municipal) that include project management techniques, cost estimating, design alternative reviews, subconsultant design reviews, and client communication requirements.

FOUR LEVEL QUALITY CONTROL REVIEW SYSTEM

CPH's quality control system is separated into four (4) distinct levels described as follows:

1. Project Manager QA/QC Review: CPH project managers are trained to review all documentation, including information received from the client, other agencies, subconsultants, and internal drawings and specifications. This is the first step in assuring accurate information and proper project design. The project manager is responsible for reviewing the project for accuracy and required changes.

2. Technical Review Committee Member QA/QC Review: Throughout the design phase, starting from inception, CPH provides one to two team members that will work with the project manager and designer to review areas of concern and offer additional technical expertise. This person is not involved in the daily design facets, but is kept up-to-date through the use of monthly design updates. The technical review committee provides a quality check various design options, plans, and other construction documents at the 30%, 60%, 90%, and 100% completion intervals.

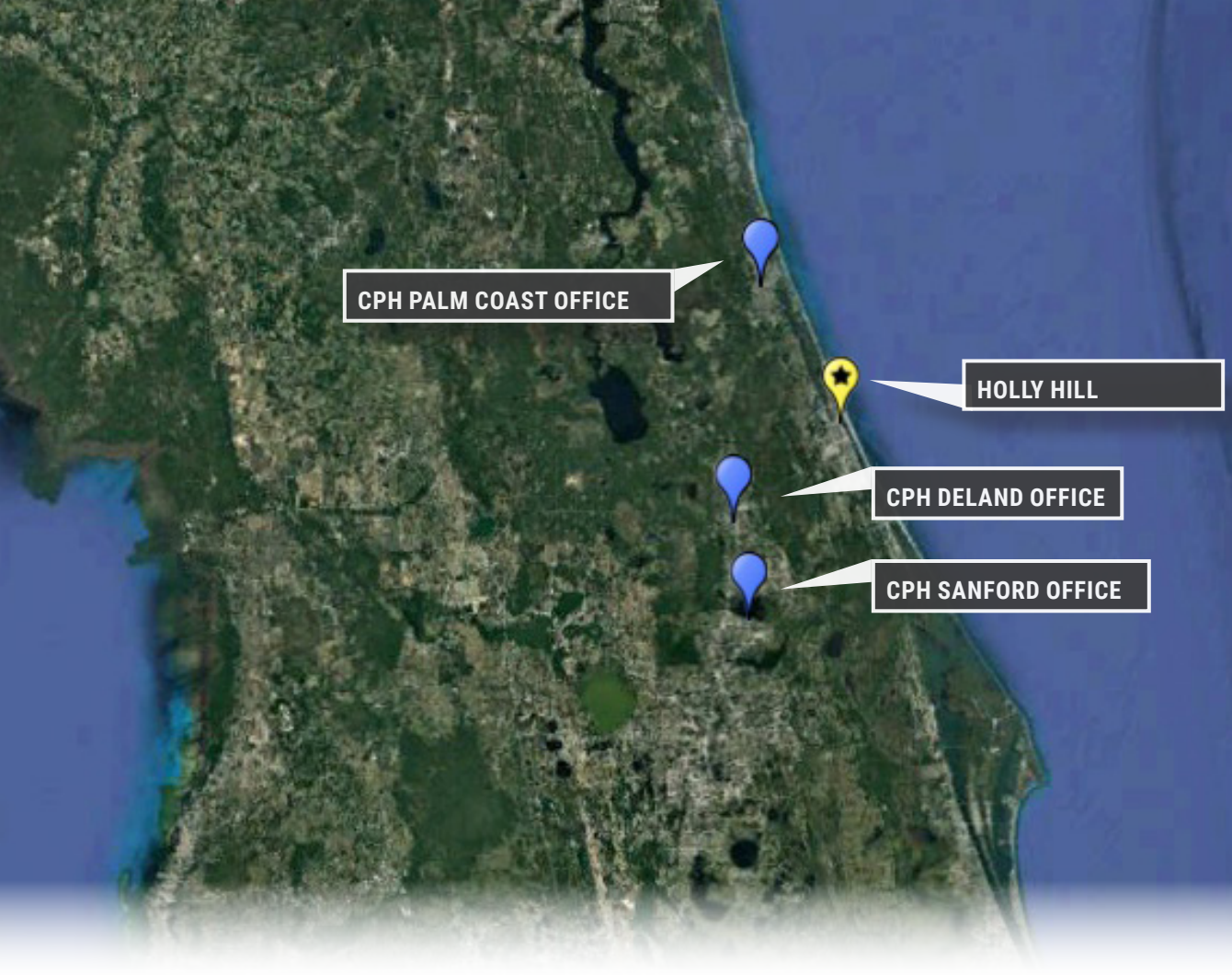
3. "Full Field" Of QA/QC Review: At the 30%, 60%, and 90% stages of the design, the project documentation and specifications are turned over to architects from other fields to review alternative options and quality of plans. For example, an infrastructure project will be turned over to an independent engineer in our roadway or utility department. This provides a complete internal audit from personnel that have not been involved in the project and are "seeing the project for the first time."

4. Contractor/Inspector QA/QC Review: In addition to architects, engineers, and construction personnel, the team has the added value of having on-staff licensed general and utility contractors that can review projects from various perspectives. With experienced personnel that have provided construction services for over 30 years, we are able to review the project from a constructability and/or mean and methods view point. In addition, the licensed on staff contractors review projects and provide "real-time" cost estimates throughout the duration of the project. This construction experience allows the team to view projects through the eyes of a contractor with the ability to identify intangible cost factors, elements such as restricted site conditions, specialized equipment requirements, excessive material and labor costs, impacts on schedules, etc. that may not be apparent to a designer.









Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

III. FIRM'S OFFICE LOCATION & **NUMBER OF EMPLOYEES**

CPH has ten (10) offices in the State of Florida with support of approximately 380+ personnel throughout the company to assist in this project for the City of Holly Hill. The City will have the direct commitment of the CPH Palm Coast office, located at **520 Palm Coast Pkwy SW, Palm Coast, FL 32137**. The Palm Coast office is staffed with employees that include registered personnel and administrative staff to accomplish the projects on time and within budget. The map above shows the City along with the local office for CPH.

OFFICE LOCATION	APPROXIMATE DISTANCE FROM CITY OFFICES	NUMBER OF EMPLOYEES
CPH PALM COAST	26.2 Miles (34 Minutes)	14
CPH DELAND	28 Miles (39 Minutes)	3
CPH SANFORD	40.5 Miles (48 Minutes)	151

IV. FIRM'S CLIENT **REFERENCES**

EXPERIENCE WORKING UNDER CONTINUING CONTRACTS

We have worked with many of our clients for more than 42 years. These long-term relationships have afforded us many opportunities to meet our client's needs and perform municipal engineering services. Over the years, as their population increased, regulations changed, or needs changed, CPH acted as their continuing design firm providing planning for improvements, design, funding assistance, and construction administration. The team has extensive experience in working under continuing contracts and is available for planned projects as well as un-planned emergencies. This type of service contract is the "bread and butter" of CPH's work. Below is a sample of the projects we have completed under our continuing contracts.

Client	Project / Brief Description
PASCO COUNTY (SINCE 2020) Cynthia Riviera, Senior Project Manager Phone: 813.929.2721 Email: crivera@pascocountyfl.net	• Pasco County Facilities & Maintenance Central Office and Warehouse | 20,000 SF • James Irvin Civic Center and Park Study | 2,356 SF
CITY OF OCOEE (SINCE 2009) Stephen Krug, Public Works Director Phone: 407.905.3170 Email: SKrug@ci.ocoee.fl.us	• Bluford Avenue Streetscape, Phase II | 3,100 ft. • Ocoee Downtown Streets Redevelopment | Varies per project • Blackwood Avenue Streetscape and Roundabout | 1,128 LF
CITY OF SANFORD (SINCE 1958) Art Woodruff, City Mayor Phone: 407.688.5001 Email: Art.woodruff@sanfordfl.gov	• Pump Branch Stormwater Master Plan | Ranges 18" to 72" • Oak Avenue Stormwater Pond | 3.5 Acres • Historic Goldsboro Boulevard Streetscape | 0.70 Miles • Sanford 1st Street Streetscape and Gateway Improvements | 0.40 Miles • US 17-92 Riverwalk, Phase II (FDOT LAP) | 1.5 Miles • Myrtle Ave. Streetscape | 1605 FT
CITY OF DELAND (SINCE 1997) Ray Bahrami, P.E., PMP, CPM, CFM, Deputy Public Services Director/City Engineer Phone: 386.626.7189 Email: Bahramir@deland.org	• Spec Martin Stadium Design Criteria Package | 9 Acres • West Georgia Avenue Streetscape and Landscaping Improvements | 600 LF • Earl Brown Park | 33 Acres • Alabama Avenue Greenway Phase 1 & 2 (FDOT LAP) | 1.99 Miles • MLK Recreation Center Master Plan | 30,000 SF
CITY OF WILDWOOD (SINCE 2019) Jeremy Hockenbury, Public Works Director Phone: 352.330.1343 x 1402 Email: Jhockenbury@wildwood-fl.gov	• Millennium Park Redesign | 90+ Acres • Lake Deaton Park – Concept Master Site Plan, New Water Launch, Grass Parking Improvements and Stormwater/ Flooding Evaluation | 9 AC +/-

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

V. ATTACHMENTS

RFQ-ARC-23-01 ARCHITECTURAL SERVICES

SUBMIT QUALIFICATIONS TO: City of Holly Hill 1065 Ridgewood Avenue Holly Hill, FL 32117 **Attn.: CITY CLERK**	**REQUEST FOR QUALIFICATIONS** and Proposer Acknowledgment
Contact: Michele Moore Finance Director 386-248-9426 - Phone mmoore@hollyhillfl.org	**RFQ-ARC-23-01** **Continuing Service Contract for Architectural Services**
Pre-Qualification Date: **N/A** Pre-Qualification Time: **N/A**	**Location of Pre-Qualification Conference:** N/A
Qualification Due Date: **June 27, 2023** Qualification Due Time: **10:00 AM**	**Location of Public Opening:** Commission Chambers City of Holly Hill 1065 Ridgewood Avenue Holly Hill, FL 32117
Proposer Name: CPH, LLC	Federal Employer ID Number or SS Number: 59-2068806
Mailing Address: 520 Palm Coast Pkwy SW, ste 200	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: Palm Coast, FL 32137	
Type of Entity: *(Circle one)* Corporation Partnership (LLC) Proprietorship Joint Venture	X _____ Authorized Signature (Manual)
Incorporated in the State of:	
Telephone Number: 386.445.6569	Typed Name: Nikhel Jindal, GCC, Assoc, DBIA, ENV SP
Toll Free Telephone Number: (XXX) 866.609.0688	Title: Chief Strategy and Success Officer
Fax Number: 386.447.8991	Date: 06/19/2023

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

The Applicant is expected to completely analyze the information contained in this Request for Qualifications as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

RFQ-ARC-23-01 ARCHITECTURAL SERVICES

Section 5 –
Qualification Submittals

PROJECT: **Architectural Services**
CITY CONTRACT NO. **RFQ-ARC-23-01**

Name of Proposer: CPH, LLC

Mailing Address: 520 Palm Coast Parkway SW, Suite 200, Palm Coast, FL 32137

Street Address: 520 Palm Coast Parkway SW, Suite 200

City/State/Zip: Palm Coast, FL 32137

Phone Number: (407) 322.6841

FAX Number: (407) 330.0639

Pursuant to and in compliance with the Request for Qualifications, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity Contract Documents, including Addenda Nos. _____ through_____, on file at the Purchasing & Contracts Management Division for the amount hereinafter set forth.

The undersigned, as Proposer, declares that the only persons or parties interested in this Qualification as principals are those named herein; that this Qualification is made without collusion with any person, firm or corporation; and he proposes and agrees, if the Qualification is accepted, that he/she will execute an Agreement with the CITY in the form set forth in the Contract Documents; that he/she will furnish Insurance Certificates, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive.

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 19th day of June 19, 2023.

CPH, LLC
(Name of PROPOSER)

_____
(Signature of person signing FORM)

Nikhel Jindal, GCC, Assoc. DBIA, ENV SP
(Printed name of person signing FORM)

Chief Strategy and Success Officer
(Title of person signing FORM)

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

RFQ-ARC-23-01 ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Qualification, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Qualification.

I hereby propose to furnish the goods or services specified in the Request for Qualification at the prices, rates or discounts quoted in my Qualification. I agree that my Qualification will remain firm for a period of up to one hundred twenty (120) days in order to allow the City adequate time to evaluate the Qualifications.

I agree to abide by all conditions of this Qualification and understand that a background investigation may be conducted by the City of Holly Hill Police Department prior to award.

I certify that all information contained in this Qualification is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Qualification on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this Qualification is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Qualification for the same product or service; no officer, employee or agent of the City of Holly Hill Government or of any other Proposer interested in said Qualification; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

By: _____
Signature

Nikhel Jindal, GCC, Assoc. DBIA, ENV SP
Chief Strategy and Success Officer
Name & Title, Typed or Printed

520 Palm Coast Pkwy SW, Ste 200
Mailing Address

Palm Coast, FL 32137
City, State, Zip Code

(386) 445.6569
Telephone Number

Sworn to and subscribed before me

This 19th day of

June, 2023

_____
Signature of Notary

Notary Public, State of Florida

Personally Known
-OR-
Produced Identification _____

Type: _____

Notary Public State of Florida
Denise K Fordham
My Commission HH 128335
Expires 05/10/2025

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA)
) **ss**
CITY OF Sanford)

Before me, the undersigned authority, personally appeared Nikhel Jindal, GCC, Assoc. DBIA, ENV SP, who was duly sworn, deposes, and states:

1. I am the Chief Strategy and Success Officer of CPH, LLC with a local office in Palm Coast, FL and principal office in Sanford, FL.
2. The above named entity is submitting an Expression of Interest for the City of Holly Hill project described as ***RFQ-ARC-23-01 Architectural Services***
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting Qualifications for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of Holly Hill.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Holly Hill.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of Holly Hill in writing.

DATED this 19th day of June, 2023.

Nikhel Jindal, GCC, Assoc. DBIA, ENV SP
Typed Name of Affiant
Chief Strategy and Success Officer
Title

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

Sworn to and subscribed before me this 19th **day of** June, 2023.

Personally known _____

_____

OR Produced identification _____ **Notary Public - State of** Florida

_____ **My commission expires** 5/10/25

(Type of identification)

_____

(Printed typed or stamped commissioned name of notary public)

Notary Public State of Florida
Denise K Fordham
My Commission HH 128335
Expires 05/10/2025

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after receiving, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Qualification authorizes release of your firm's credit data to City of Holly Hill.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/Qualification package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the City in the event we are forced to litigate the public records status of the company's documents.

Company Name: CPH, LLC

Authorized representative (printed): Nikhel Jindal, GCC, Assoc. DBIA, ENV SP

Authorized representative (signature): 

Date: June 19, 2023

Project Number: RFQ-ARC-23-01 Architectural Services

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that CPH, LLC does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Qualification, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Authorized representative (printed): Nikhel Jindal, GCC, Assoc. DBIA, ENV SP

Authorized representative (signature): _____

Date: June 19, 2023

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Smarter Solutions. Better Communities.

Trilon Group, LLC

1200 17th Steet
Suite 860
Denver CO 80202

Telephone: +1 833 487-4566
Web: www.trilongroup.com

To Whom It May Concern,

We are writing to advise you regarding the federal employee identification number ("**EIN**") of CPH Consulting, LLC (f/k/a CPH, Inc.) ("**CPH**").

In May of 2022, CPH underwent a reorganization pursuant to which it converted to a Delaware limited liability company and changed its legal entity name to "CPH Consulting, LLC". Following this reorganization, CPH retained its same EIN (i.e., 59-2068806). **However, as a result of this reorganization, CPH is required to report payments using the EIN of its owner for U.S. federal and state income tax purposes.**

Accordingly, CPH is providing you with two IRS Form W-9s:

1. **IRS Form W-9 (for tax reporting)**: To comply with U.S. federal and state income tax laws, CPH is providing you with an IRS Form W-9 listing the EIN of its owner, Trilon Group Holdings, LLC: 87-3821663.

   This form lists the name of the taxpayer as "Trilon Group Holdings, LLC" on Line 1, and lists the business name as "CPH Consulting, LLC, on Line 2.

   The EIN indicated on the form is the EIN of Trilon Group Holdings, LLC.

****Please use the EIN listed on this form to report payments for tax purposes****

Please make all payments to:

CPH Consulting, LLC
500 West Fulton Street
Sanford, FL 32771

2. **IRS Form W-9 (non-tax reporting purposes)**: For non-tax reporting purposes (including licensures, contracts, and registrations), CPH is also providing you with an IRS Form W-9 listing the EIN of CPH: 59-2068806.

   This form lists the name of CPH on Line 1.

****Do not use the EIN listed on this form to report payments for tax purposes****

If you have any questions, please contact Julia Stutz at (303) 588-2300.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Trilon Group Holdings, LLC

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

CPH Consulting, LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

One California Street, Suite 2900

Requester's name and address (optional)

6 City, state, and ZIP code

San Francisco, CA 94111

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

8	7	–	3	8	2	1	6	6	3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ DocuSigned by: Michael Renshaw 34165A1AA468452... Date ▶ 1/11/2023

General Instructions

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

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

Purpose of Form

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

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

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

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

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
CPH Consulting, LLC

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

[X] Individual/sole proprietor or single-member LLC [ ] C Corporation [ ] S Corporation [ ] Partnership [ ] Trust/estate

[ ] Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

[ ] Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
500 West Fulton Street

Requester's name and address (optional)

6 City, state, and ZIP code
Sanford, FL 32771

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 9 - 2 0 6 8 8 0 6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 6/9/2022

General Instructions

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

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

Purpose of Form

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

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

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

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

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

CPH, LLC has reviewed the following contract, and takes no exceptions to the terms and conditions provided below.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

SECTION 6 –
DRAFT Services Agreement

CITY OF HOLLY HILL
SERVICES AGREEMENT FOR
PLANNING Services With _____
(REQUEST FOR QUALIFICATION RFQ-ARC-23-01)

THIS AGREEMENT made and entered into the «Council_Day» day of «Council_Month», «Council_Year» 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:

«Consultant»
«Consultant_Street_Address»
«CityStateZip»

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.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

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:

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 -	Price Schedule
Exhibit F -	Business Tax Receipt – (City of Holly Hill)
Exhibit G -	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.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Type of Service – Architectural 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 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 -	Price Schedule
Exhibit F -	Business Tax Receipt – (City of Holly Hill)
Exhibit G -	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

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

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.

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(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 SubContractor shall be submitted to the City for written approval prior to the Contractor entering into a subcontract. SubContractor 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 subContractor 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.

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(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 by the City Manager for one (1) each year for total of an additional two (2) years. Should the CITY wish to not have this Contract renewed for any year, the CITY shall provide written notice to the CONTRACTOR ninety (30) 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

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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.

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(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.

(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.

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(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:

Joseph Forte
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117
(386)248-9425

(2). For the Contractor:
«Consultant_Contact»
«Consultant»
«Consultant_Street_Address»
«CityStateZip»

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Telephone Number: «Phone_Number»
E-mail Address: «email»

(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) 248-9440

(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:

«Consultant_Designated_Representative»
«Consultant»
«Consultant_Street_Address»
«CityStateZip»
TelephoneNumber: «Consultant_Designated_Representative_pho»
E-mail Address: «Consultant_Designated_Representative_em»

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

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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

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

other charges of the Contractor. The initial fee for the subject Project shall be as subsequently negotiated by the parties.

(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:

Finance Director
City Hall
City of Holly Hill
1065 Ridgewood Avenue

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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 Manager 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 (30) calendar days prior written notice is given to the Contractor of the City's intent to terminate.

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(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.

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

(c). Violation of this Agreement by the 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

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(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 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.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

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 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.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

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)
4. American with Disabilities Act; Section 17, Paragraph (f)
5. Price Schedule
6. Business Tax Receipt
7. Request for Taxpayer Identification Number and Certification IRS Form W-9

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.

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 «Council_Day» day of, «Council_Month», «Council_Year», and the Contractor signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST: CONTRACTOR

_____ By:_____
Authorized Corporate Officer Authorized Corporate Officer

Date: _____

As approved by the City Commission of the City of Holly Hill at is meeting of ___ _____, 2023.

ATTEST: CITY OF HOLLY HILL

_____ By:_____
Valerie Manning, City Clerk Joseph A. Forte, City Manager

Date: _____

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

EXHIBIT A
Description/Scope of Services

GENERAL SCOPE OF SERVICES

The City is seeking sufficient information in the qualification statement to determine if the firm is qualified to provide the City with architectural services for various projects within the City. Architects shall be required to be knowledgeable in the permitting requirements of local, state and federal agencies and have a strong background of municipal and commercial design experience. Ability to provide and coordinate certain additional services dependent on specific project needs to include mechanical, electrical, structural and environmental services. It is anticipated that the Architect shall provide, but not is limited to, the following services:

Preliminary Project Coordination Administration

- Preparation of preliminary studies and reports, feasibility studies, utility rate studies, financial and fiscal studies and evaluation of existing facilities as necessary.
- Preparation of schematic layouts and sketches where required; opinions of construction cost; and such consultation and conferences with the City as may be necessary for the City to reach decisions concerning the subject matter.
- Consultation and advice concerning the extent and scope of the proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable construction costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate.
- The Consultant shall prepare, present, monitor, and maintain a schedule for the tasks defined in the scope of services; coordinate the project team; organize, and lead the kickoff meeting of the project team.
- The Consultant shall conduct meetings with the project team on a regular basis throughout the completion of the design phase and creation of the construction documents. The Consultant shall be responsible for recording meeting minutes and preparing memoranda for distribution.
- Coordination of sub-consultants' services is the responsibility of the Prime Consultant including satisfactory performance and schedule.

Design Development

- The Consultant and appropriate members of the project team may be required to perform field investigations of the proposed project site for initial suitability determination. The Consultant and appropriate project team members shall meet with public and private utility providers in the area to confirm existing utility locations.
- The Consultant shall produce design development drawings to perform modifications and describe the overall character and extent of the project. Drawing shall include plans, elevations and sections as appropriate.
- Design development may include site inspections required to confirm site plan and records of utilities and other relevant features at the project site as they relate to project design.
- The Consultant shall prepare complete design plans to address revisions necessary based upon comment received during City and agency reviews;

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

preparation of permit applications and attending project review meetings as may be required by such agencies as have legal review authority over the project.

- The Consultant shall prepare construction documents at a suitable scale for all items described above including demolition of existing features to be removed, civil plans, and permit application and permit drawings which are appropriate for public bidding.
- The Consultant shall present the construction documents to appropriate project members and City department at 30%, 60%, 90% completion for review and approval.
- The Consultant shall prepare final statement of probable project cost.
- The Consultant shall coordinate and assemble technical specifications, design cover sheets, and prepare an itemized bid form to be used in the bidding process.

Bidding and Negotiation Services

- Preparing for review and approval by the City, contract agreement and forms, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assisting in the preparation of any related documents.
- Coordination of advertisement for bids; distributing plans and specifications to prospective bidders; conducting pre-bid conferences; providing clarifications and addenda to prospective bidders or suppliers; attending the bid opening; reviewing and tabulating the bids received; reviewing bidder qualifications (including subcontractors and suppliers), and making recommendations to the City as to the award of bids.
- The Consultant will coordinate with appropriate project team members to assure that all City required documents are assembled as a complete bid package.

Construction Phase Services

- Technical observation of a contractor's work to enable a qualified design professional to ascertain that completed work will conform generally to the contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the Contractor. This includes periodic visits to the job site at intervals appropriate to the various stages of construction as the Consultant deems necessary to fulfill this obligation.
- Coordination of and attendance by the project architect at all preconstruction conferences and progress meetings; technical review of the contractor's plans, shop drawings and other submittals; approving materials for conformance with the specifications; interpreting plans and specifications; verifying quantities; checking and approving monthly and final estimates for contractor's payments; preparing change orders; acknowledging general job progress status; reviewing and reporting the results of laboratory testing.
- Provide required information for project certification to regulatory agencies; perform project substantial completion and final inspections; recommending accepting or rejecting contractor's work; and preparing record drawings at the completion for construction.
- During the construction progress of any work designed by the Consultant it will, if authorized by the City, provide resident project inspection services to be performed by one or more authorized employees of the Consultant. Resident

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representatives shall provide extensive inspection services at the project site during construction. The resident representative(s) will endeavor to provide protection for the City against defects and deficiencies in the work of the Contractor as well as investigate and report on complaints and unusual occurrences in connection with the work in progress.

Local Government, and Other Agency Coordination

- The Consultant shall be responsible for coordination of their design activities with the appropriate agencies to ensure adequate opportunity on their behalf to address design and construction issues and provide information that will aid in the design and alleviate duplication of effort and construction. Any agency with jurisdiction shall be coordinated and communicated with as part of any City project.

Deliverables may include, but not be limited to:

- Final deliverables will include four (4) bound sets of feasibility reports and exhibits, plans and specifications, and as built drawings drawn to scale. All elements of the deliverables shall also be provided on a CD or DVD in applicable format as specified by the City.
    - All text and graphic information will be provided in the City standard MS Office software (MS Word, MS Power Point, etc.) and in the Adobe .PDF format, unless otherwise specified.
    - All geo-spatial information including plans, surveys, maps, and aerial photography will be provided in ArcGIS or ESRI Personal Geodatabase format. This data will be referenced by a minimum of three (3) coordinates in the Florida State Plane Coordinate System, East Zone in US Survey Feet. The horizontal datum is NAD83/(1990) HARN and the vertical datum is NAVD 88 Feet, in accordance with Florida Statues, Chapter 177.151
- All plans, drawings, reports, and specifications that result from the Consultant's services shall become the property of the City.
- Additional digital copies of documents shall be provided to the City upon request at no additional fee.
- Consultant shall respond to all requests for additional information at no additional fee to the City.

Each Project will have an expanded Scope of Services tailored to the specific needs of the City. Each project will be negotiated at the time of the development of the specific scope of work.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Exhibit B
Certificate of Liability Insurance

Please see attached.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 7/1/2023 | 3/15/2023

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1521250 CPH CONSULTING, LLC DBA CPH, LLC 500 WEST FULTON STREET SANFORD FL 32771	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Contractors Bonding and Insurance Company — 3720 **INSURER B :** RLI Insurance Company — 1305 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 19411069 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	N	N	CKB0200150	4/1/2022	7/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	N	N	PSA0003057	4/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $	N	N	CKB0200157	4/1/2022	7/1/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	PSW0002907 EXCEPT FOR OH, ND, WY, WA	1/1/2023	1/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	PROFESSIONAL LIABILITY	N	N	RDP0046508	4/1/2022	7/1/2023	$5,000,000 PER CLAIM; $5,000,000 AGGREGATE	

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

CERTIFICATE HOLDER

19411069
FOR PROPOSAL PURPOSES

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

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

_____ **Total Cost: $**_____

_____

Holly Hill, Florida 321___

ATTACHMENTS TO THIS WORK ORDER:

( ) Description of Services
( ) Drawings/Plans/Specifications
( ) Special Conditions
( ) Rate Schedule

METHOD OF COMPENSATION:

( ) Fixed Fee Basis
( ) Not To Exceed
( ) Unit Price

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

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

(THIS SECTION TO BE COMPLETED BY THE CITY)

ATTEST:

_____
, Attesting Officer

Date:_____

WITNESSES:

_____

_____

Department Head approved RAP on _____.

Vendor

_____
Officer with Corporate Signatory Authority

CITY OF HOLLY HILL

_____
Authorized Signatory

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

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.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

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: Nikhel Jindal, GCC, Assoc. DBIA, ENV SP

Signature: _____

Printed Name: Nikhel Jindal, GCC, Assoc. DBIA, ENV SP

Title: Chief Staregy & Success Officer

Date: 6/23/2023

Affix Corporate Seal

STATE OF Florida)
) ss
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 23rd day of June, 20 23, by Nikhel Jindal of CPH LLC firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

Print Name Audrey Rivera
Notary Public in and for the County Seminole.
and State Aforementioned

My commission expires: April 15, 2027

AUDREY RIVERA
Commission # HH 376726
Expires April 15, 2027

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Exhibit E
HOURLY PRICE SCHEDULE

Please see attached.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

HOURLY BILLING RATES

Effective: February 20, 2023

Category	Rate [1]
Principal	$325
Program Manager	$300
Senior Project Manager	$250
Project Manager	$200
Senior Project Engineer	$200
Project Engineer	$180
Principal Traffic Engineer	$280
Senior Traffic Engineer	$200
Traffic Engineer	$180
Traffic Analyst	$135
Principal Environmental Scientist	$280
Senior Environmental Scientist	$200
Lead Environmental Scientist	$145
Environmental Scientist	$125
GIS Analyst	$125
Principal Planner	$280
Senior Planner	$180
Planner	$140
Principal Architect	$325
Senior Architect	$225
Architect	$180
Senior Architectural Manager	$180
Architectural Manager	$160
Senior Architectural Designer	$155
Architectural Designer	$135
Interior Designer	$135
Principal Structural Engineer	$300
Senior Structural Engineer	$240
Structural Engineer	$180
Principal MEP Engineer	$280
Senior MEP Project Engineer	$220
MEP Project Engineer	$180
Principal Landscape Architect	$280
Senior Landscape Architect	$200
Landscape Architect	$150

Category	Rate [1]
Project Coordinator	$135
Senior Project Designer	$180
Project Designer	$155
Senior Design Technician	$135
Design Technician	$120
CADD Technician	$100
Graphic Designer	$160
Administrative	$120
Clerical	$100
Network Admin. (I)	$160
Senior Construction Manager	$200
Construction Manager	$180
Construction Field Representative II	$160
Construction Field Representative I	$125
Principal Surveyor	$280
Senior Professional Surveyor	$200
Professional Surveyor and Mapper	$160
Field Technician/Designer	$135
Surveyor in Training	$125
Survey Project Manager/CADD	$150
Field Crew Coordinator	$140
Survey Party Chief	$110
Survey Instrument Man	$100
Senior Survey CADD Technician	$140
Survey CADD Technician	$105
Survey Crew (2 Man)	$200
Survey Crew (Construction Staking -	$245
Survey Crew (3 Man)	$285
GPS (1 Man) / Robotics	$180
GPS (2 Man)	$245
1 Man Scanner/Laser Survey Crew	$315
2 Man Scanner/Laser Survey Crew	$350

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

cph

Exhibit F
BUSINESS TAX RECEIPT

Please see attached.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

2022 / 2023

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

Volusia County
FLORIDA

Account #: 199209240001 Expires: September 30, 2023
Business Location: 436 NEW YORK AVE

Business Name: CPH, LLC
Owner Name: DAVID GIERACH
Mailing Address 500 W FULTON ST
SANFORD, FL 32771

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Professional	3215	461	1	$30.00

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

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

Volusia County Business Tax Receipt

Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

DATE PAID:	08/12/2022
RECEIPT #:	478997
TOTAL TAX:	$30.00
PENALTY:	$0.00
TOTAL PAID:	$30.00

Business Name: CPH, LLC
Owner Name: DAVID GIERACH
Mailing Address 500 W FULTON ST
SANFORD, FL 32771

Account #: 199209240001 Expires: September 30, 2023
Business Location: 436 NEW YORK AVE

PLEASE DETATCH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECOR

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Exhibit G
E-VERIFY COMPLIANCE

Affidavit of E-Verify Requirements Compliance

RFP 22-BG-13 Landscape Maintenance Services

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

Nikhel Jindal, GCC, Assoc. DBIA, ENV SP

Consultant/Contractor Name and Address

Signature

Nikhel Jindal, GCC, Assoc. DBIA, ENV SP Chief Strategy and Success Office

Name and Title

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

CPH **LICENSES**

PROFESSIONAL ENGINEERS

Licensee Information

Name:	CPH, LLC (Primary Name)
	CPH (DBA Name)
Main Address:	500 W FULTON STREET SANFORD Florida 32771
County:	SEMINOLE
License Location:	500 WEST FULTON STREET SANFORD FL 32772
County:	SEMINOLE

License Information

License Type:	Registry
Rank:	Registry
License Number:	3215
Status:	Current
Licensure Date:	04/22/1981
Expires:	

ARCHITECTURE

Licensee Information

Name:	CPH LLC (Primary Name)
	CPH CONSULTING, LLC (DBA Name)
Main Address:	500 WEST FULTON STREET SANFORD Florida 32771
County:	SEMINOLE

License Information

License Type:	Architect Business Information
Rank:	Business Info
License Number:	
Status:	Current
Licensure Date:	04/04/2005
Expires:	

Special Qualifications	Qualification Effective
Fictitious Name	04/04/2005

LANDSCAPE ARCHITECTS

Licensee Information

Name:	CPH CONSULTING LLC (Primary Name)
Main Address:	500 W FULTON ST SANFORD Florida 32771
County:	SEMINOLE

License Information

License Type:	Landscape Architecture Business Information
Rank:	Business Info
License Number:	
Status:	Current
Licensure Date:	07/11/2022
Expires:	

State of Florida
Department of State

I certify from the records of this office that CPH, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on May 31, 2022.

The document number of this limited liability company is M22000008499.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on January 5, 2023, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifth day of January, 2023

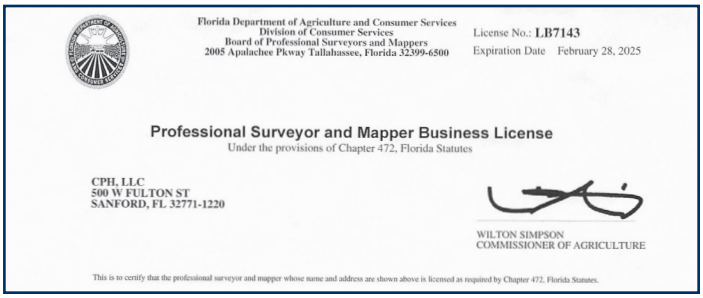
Secretary of State

Tracking Number: 5848158904CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

SURVEYORS & MAPPERS



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LB7143
Expiration Date February 28, 2025

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

CPH, LLC
500 W FULTON ST
SANFORD, FL 32771-1220

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

FOREFRONT
ARCHITECTURE + ENGINEERING

ORIGINAL

RFQ-ARC-23-01

Continuing Service Contract for Architectural Services

Prepared for the City of Holly Hill, FL
Submitted, June 27, 2023

Service Beyond Design

Cover Page

RFQ-ARC-23-01 ARCHITECTURAL SERVICES

SUBMIT QUALIFICATIONS TO: City of Holly Hill 1065 Ridgewood Avenue Holly Hill, FL 32117 **Attn.: CITY CLERK**	**REQUEST FOR QUALIFICATIONS** and Proposer Acknowledgment
Contact: Michele Moore Finance Director 386-248-9426 - Phone mmoore@hollyhillfl.org	**RFQ-ARC-23-01** **Continuing Service Contract for Architectural Services**
Pre-Qualification Date: **N/A** Pre-Qualification Time: **N/A**	**Location of Pre-Qualification Conference:** N/A
Qualification Due Date: **June 27, 2023** Qualification Due Time: **10:00 AM**	**Location of Public Opening:** Commission Chambers City of Holly Hill 1065 Ridgewood Avenue Holly Hill, FL 32117
Proposer Name: Forefront Architecture and Engineering	Federal Employer ID Number or SS Number: 46-5333007
Mailing Address: 1230 Oakley Seaver Drive, #100	If returning as a "No Submittal", state reason (if so, return only this page): Submittal Included
City, State, Zip: Clermont, FL 34711	
Type of Entity: *(Circle one)* (Corporation / Proprietorship) Partnership Joint Venture	X _____ Authorized Signature (Manual)
Incorporated in the State of: Florida	
Telephone Number: (888) 850-3323	Typed Name: Todd Drennan, AIA
Toll Free Telephone Number: (800) N/A	Title: Vice President of Architecture
Fax Number: (888) 850-3321	Date: 06/26/2023

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

The Applicant is expected to completely analyze the information contained in this Request for Qualifications as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Tab 1

Letter of Interest

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

FOREFRONT
ARCHITECTURE + ENGINEERING

Forefront Architecture and Engineering
1230 Oakley Seaver Drive
Suite 100
Clermont, FL 34711

tel 888.850.3323
www.ff-ae.com

June 27, 2023

ATTN: Michele Moore
Finance Director
City of Holly Hill
1065 Ridgewood Avenue,
Holly Hill, FL 32117

RE: RFQ-ARC-23-01 Continuing Service Contract for Architectural Services

Dear Ms. Moore and Selection Committee:

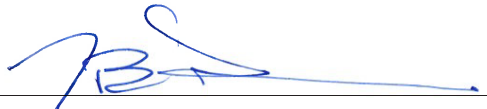
On behalf of Forefront Architecture and Engineering (Forefront), I am pleased to submit our proposal for Continuing Service Contract for Architectural Services to the City of Holly Hill (City). With great enthusiasm, we present our comprehensive approach, expertise, and commitment to delivering exceptional architectural solutions that meet and exceed the city's vision and objectives. With our extensive experience and proven track record in the industry, we are confident in our ability to contribute effectively to the City of Holly Hill's goals.

Our proposal encompasses a holistic range of architectural services tailored to the specific needs of the city. These services include comprehensive design and engineering efforts, schematic floor plans, elevation drawings, specifications, construction documents, feasibility studies, cost estimating, permitting services, and utilities coordination. We understand the importance of collaborating closely with city staff to ensure that our designs align seamlessly with the city's programming requirements, regulations, and architectural standards. At Forefront, we pride ourselves on our client-centric approach. We believe in building strong, long-term relationships with our clients based on open communication, trust, and mutual respect. We are committed to actively listening to the city's objectives, engaging in productive dialogue, and incorporating feedback to deliver architectural solutions that truly reflect the City of Holly Hill's unique character and aspirations.

Our team is equipped with the necessary expertise, professional licensure, and industry certifications to successfully execute architectural projects of varying scales and complexities. Furthermore, we leverage cutting-edge technology (AutoCAD, BIM360, Revit) and sustainable design practices to create spaces that contribute to the city's long-term goals. We also recognize the importance of proximity and local presence in delivering timely and responsive services. With our headquarters located just 80 miles away from City Hall, we are ideally positioned to provide on-site support, attend meetings, and promptly address any project-related matters that may arise throughout the duration of our collaboration. Forefront is thrilled at the prospect of partnering with the City on this contract. We are confident that our expertise, collaborative approach, and commitment to excellence make us the ideal architectural partner for the city's endeavors.

Thank you for considering our proposal. We appreciate the opportunity to showcase our capabilities, and we look forward to the possibility of working with the City of Holly Hill on this exciting project. Should you have any questions or require further information, please do not hesitate to contact me directly.

Respectfully Submitted,



Todd Drennan, AIA
Client Account Manager, Authorized Signatory
888.850.3323 | toddd@ff-ae.com



Nunzie Burzo
Project Manager
352.933.3919 | nunzieb@ff-ae.com

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Tab 2

Firms Qualifications

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Response to Evaluation Criteria

A. Staff Qualifications and Firm Background

The proposals will be evaluated on the basis of the consultant's demonstrated staff qualifications, which must include a Professional Architect licensed in the State of Florida. Also, the proposal will be evaluated on the basis of the consultant's background, including the number of years in business. This will be graded on a 0 – 25 scale.

Forefront Architecture and Engineering boasts a highly qualified and dedicated team of architects and engineers. Their collective expertise, professional licensure, specialized knowledge, collaborative approach, and commitment to continuous learning form the foundation of our firm's success. With their skills and capabilities, we are confident in our ability to provide exceptional architectural services to the City of Holly Hill, and we look forward to the opportunity to showcase our staff's qualifications through our work in the future. **You can read more about our qualifications in this section of our qualifications.**

B. Experience with Similar Projects

The proposal will be evaluated on the basis of project experiences that include projects outlined in the Scope of Work and Services required. Projects completed for the City and other city, county, state or federal agencies will be considered. If the evaluator is unfamiliar with the firm under consideration, or if the firm has no experience working with City of Holly Hill, the evaluator should give 13 points in this category. Thirteen is considered to be a neutral number. If the firm has experience in the City, and you have direct and first hand knowledge of that experience, then rank more or less than 13 depending on whether their performance was less than average or better than average. This will be graded on a 0 – 25 scale.

Forefront Architecture and Engineering eagerly looks forward to the opportunity to collaborate with the City of Holly Hill on future architectural projects. While we currently do not have a working relationship with the city, we believe that our expertise, local proximity, and commitment to excellence make us an ideal partner for the city's architectural needs. We are excited to explore new horizons together and contribute to the City of Holly Hill's continued success and growth.

Forefront Architecture and Engineering has a rich history of successfully delivering a wide range of architectural services to various clients, including municipalities and public facilities. We take pride in our ability to provide comprehensive solutions that meet the unique requirements of each project. Here are a few notable projects that showcase our expertise and capabilities: City of St. Cloud, City of Winter Garden, City of Port Orange, and Lake County, Florida. **You can read more about our project references in Section 4.**

C. Schedule and Availability

The projected resource availability will be evaluated in the choice of the consultants, although City of Holly Hill understands that the actual beginning and completion dates of projects are subject to the notice to proceed. A firm's close proximity to City of Holly Hill would be important to availability. This will be graded on a 0 – 10 scale.

Forefront Architecture and Engineering is proud to submit this proposal to the City of Holly Hill, Florida. As an local firm, we recognize the significance of proximity when it comes to delivering exceptional services to our clients. With our headquarters located just 80 miles away from City Hall, we offer a unique strategic advantage that sets us apart from other firms. **You can read more about schedule and availability at the end of Section 2 and in Section 3.**

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Firm Background

Forefront is a multi-disciplinary firm with Architecture, Engineering, Code Specialists, Inspectors, and past Building Contractors. Our broad personnel expertise and experience allow us to serve our clients well and take a project from conception to turn-key with little to no problems or issues. We consider the client and end-user just as important as the design team. We work hard to find solutions to whatever problem is presented to us and we are transparent with our clients about our firm's limitations if they arise.

Experience Summary

Forefront's experience includes commercial design for public and private clients including county, and local governmental agencies. This experience is blended with design work covering all delivery methods from conventional competitive bidding and negotiated pricing, to design-build partnering.

The firm is very knowledgeable with all applicable design codes/criteria both commercial and government. We know the framework for any successful project is directly related by having core leaders involved in the decision and management operations. Our team represents dedicated and focused professionals ready to complement the total design effort necessary for the successful completion of projects under this contract. **Our philosophy for Engineering and Design- delivery is based on our ability to lower costs, control schedule, plus reduce adversity between the contractor and the design team.**

Most importantly, we establish clear lines of communication between all parties to ensure timely and a smooth delivery.

We are dedicated to:

- Maintaining realistic project completion dates
- Minimizing additional construction costs due to the implementation of cost-effective advanced systems, methods and monitoring.
- Phased Construction: Allows construction to begin before the full design is complete saving time.

The core staff of our team is selected specifically to meet the needs of your project. Each team member, beginning with the Project Manager, has significant experience with projects similar to the proposed project.



List of all firms' employees, their qualifications, certifications and registration with regulatory agencies, professional organizations, etc. and their role for the City services.

Our Team

Our team is comprised of both designers and engineers, giving us the unique ability to provide our clients with additional services. Our unique ability to consistently provide top quality results and maintain 100% client satisfaction is a direct reflection of the experts on our staff, the general contractor-firms we partner with, and our overall implementation of the Engineering and Design programs we also work under. Located in Clermont, FL, Forefront has been offering design and comprehensive planning services to our clients through expertise-driven design and leadership for **over 25 years through legacy firms.** Our process is based upon a simple approach of Service Beyond Design.

We work collaboratively with our clients to capture their vision, identify eloquent, sustainable, cost effective solutions and deliver virtually constructed documentation. This client-centered and engaging process creates a foundation to transform our client's vision to reality. To enhance the quality and collaboration of our design services, we are an integrated architecture and engineering team built on knowledge and vision. **We are a firm of visionary architects and structural engineers focused on leading edge of design in all built environments.**

Capacity of the Firm

Forefront currently has 25 total employees based out of our Clermont and Fort Myers office. Our team has the current capacity and staffing to successfully manage the City's projects needs. With a team of architects, engineers, project managers and designers, we have the foundation to lead your projects to both a successful and efficient completion.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Key Staff Qualifications

The Forefront Team Organization

The Forefront team brings together a blend of techniques and skills that go hand and hand with this Contract. Our team organization chart can be found on the next page.

Project Management Team

Client Account Manager, Principal
Todd Drennan, AIA

This contract will be led by Forefront's Vice President of Architecture, Todd Drennan, AIA. Todd began his career working for a world-renowned architect in London, England, prior to returning to the States. He has the unique abilities of an engineering education combined with award-winning architectural design skills. **Todd will coordinate with Project Director, Nunzie Burzo to manage the day-to-day operations of this contract.**

Project Manager
Nunzie Burzo

The City of Holly Hill projects will be led by Forefront's South Florida Division Manager, Nunzie Burzo. Nunzie will be responsible for directing, coordinating and administering all aspects of the services to be provided and performed. He pays close attention to his client's needs and budget while taking care of the details necessary to produce complete design documents for accurate construction bidding and a smooth-running project.

Engineering Task Lead
Chris Smith, PE

Chris is currently serving as the Vice President of Engineering at Forefront with over 25 years' experience in the industry. Chris is a licensed Professional Engineer in 12 states with a Bachelor of Civil Engineering from the University of Delaware. Chris has a comprehensive knowledge of engineering and design to create structures that will endure over the years, through all conditions, while maintaining their beauty and function. He also specializes in value engineering solutions providing our clients with cost savings opportunities in construction. **Chris will lead the engineering team while collaborating with Nunzie on this project**



Team Structure

The Forefront team is structured to provide continuity and qualified, dedicated resources to the City. Forefront has a resource plan with the ability to expand and contract dependent of on the needs of the projects, the phase of the projects, and the differing levels of efforts required by specific tasks.

Resumes

Resumes for our key personnel can be found on the pages following the team organizational chart.

Our Team is Ready to Serve Holly Hill

Prior to the selection of each of our team members, we examined the existing and projected workloads of each individual and confirmed their availability for this assignment. Our team is ready, available and able to dedicate their time to efficiently execute this Contract.

At Forefront, we have cultivated a team with a wide range of specialized expertise. Our staff members have successfully delivered projects across various sectors. This diverse experience allows us to tackle complex challenges and deliver tailored solutions that meet the unique needs of each project. **Whether it's a new building design, renovation, restoration, or infrastructure upgrade, our team has the know-how to drive success.**

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Organizational Chart

All personnel are Forefront employees unless noted.

City of Holly Hill

Principal-In-Charge
Hans Bentzon



Architectual Lead
Todd Drennan, AIA NCARB



Engineering Lead
Chris Smith, PE



Quality Control
Mike Vitale

City of Holly Hill Project Manager
Nunzie Burzo

Pre-Design Phase Services	Schematic Phase Services	Design Development Services	Construction Documentation	Construction Administration
Project Evaluations Todd Drennan, AIA Chris Smith, PE	**Schematic Design** Lane Trawick Todd Drennan, AIA	**Concept Design Verification** Patricia Mugnol	**Construction Documents** Roberto Bonet Chris Smith, PE	**Permit Management** Mike Vitale
Project Analysis Patricia Mugnol	**Design Renderings** Ana De Modesti	**Final Designs** Lane Trawick	**Code Compliance** Mike Vitale	**Bid Documentation** Patricia Mugnol
Project Recommendations Mike Vitale	**Field Inspections & Investigations** Robert Godin			**Field Inspections & Investigations** Robert Godin
				Bid Negotiation Mike Vitale

Supporting Services

Production Manager
Roberto Bonet

AutoCAD Technicians
10+

Structural Engineering
Chris Smith, PE
James Bourez, PE

Cost and Time Estimating
Nunzie Burzo

Technical Advisors
Todd Drennan, AIA
Chris Smith, PE
Mike Vitale

Administrative Support
3+

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)



Todd Drennan, AIA, NCARB

Client Account Manager, Architectural Lead

Todd began his career working for a world-renowned architect in London, England, prior to returning to the States. He has the unique abilities of an engineering education combined with award-winning architectural design skills. He pays close attention to his client's needs and budget while taking care of the details necessary to produce complete design documents for accurate construction bidding and a smooth-running project. He thrills in working with clients to make concepts into reality.

Highlighted Project Experience

- Lake County Tax Collector Building - Tavares, FL
- Lake County AV/IT 5th Circuit Courtroom update - Tavares, FL
- Lake County Historical Courthouse Structural Inspection - Tavares, FL
- Magic Village Gourmet Market - Kissimmee, FL
- UCF Flying Horse Studio & Gallery - Orlando, FL
- Magic Kingdom Current Project - Orlando, FL
- Naples Fire Station - Vernal, Utah
- Sandy Spring Garden Apartment Tower - Sandy Springs, GA
- Magna Water Administration Building - Magna, UT
- Wasatch County Library / Senior Center - Heber, UT
- Mojave Narrows Senior Care - Victorville, CA
- Syracuse High School - Syracuse, UT
- Killdeer Ambulance Forensic Review - Killdeer, ND
- Summit County Library / Senior Center - Kamas, UT
- Heathrow Airport Systems Pre-fabrication - London, UK
  Optimum Switch Internet Infrastructure - Multiple locations, UK + EU
- High Plains Cultural Center - Killdeer, ND
- Vineyard Public Safety Building - Vineyard, UT
- Yuma High School #20 - Yuma, AZ
- BYU Student Athletic Complex - Provo, UT
- UVU Noorda Theatre - Orem, UT
- Roosevelt County Courthouse Square - Wolf Point, WY

Firm

Forefront Architecture and Engineering

Years of Experience

Total: 25
With Current Firm: 5

Education

M. Arch, Architecture,
Miami University, Ohio

BS, Engineering
Brigham Young University

Registrations

Registered Architect,
No. AR98800

FL, GA, TX, UT,
WY, ND, MN

Professional Affiliations

American Institute
of Architects — AIA

National Council of
Architectural Registration
Boards — NCARB

Areas of Expertise

Civic
Institutional
Commercial
Industrial
Residential

Why Todd?

Todd's expansive and comprehensive knowledge of multiple styles of design allows him to be selective in what he designs for each and every project. His vast understanding crosses all boarders between universal design and visionary architecture.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)



Nunzie Burzo

Project Manager

Nunzie joins Forefront with an extensive background in the AEC industry. He is results-driven, highly motivated professional with **over 30 years of experience in process, procedure, and construction project management** coupled with operational and management experience. His understanding of how 'change' impacts an organization and the ability to link change to the organization's perceived bottom line/growth strategies enables our teams to achieve our client's goals.

Highlighted Project Management Experience

- City of Winter Garden, Continuing Architectural & Engineering Services.
- Lake County Continuing Architectural Services
- Lake County Schools, Florida, Architectural and Engineering Consulting Services
- City of St. Cloud, Florida - Continuing Professional Architectural Services
- City of Fruitland Park, Florida - Professional Engineering and Surveying Services
- City of Port Orange, Florida - Professional Architectural Services

Why Nunzie?

Nunzie is a great addition to the Forefront team with his previous experience as Director of Purchasing in the home building industry. His proven history of successful project management will benefit our client's bottom line and overall satisfaction.

Firm

Forefront Architecture and Engineering

Years of Experience

Total: 30+
With Current Firm: 1

Education

BS, Architecture,
New York Institute
of Technology

Professional Memberships

FPA Member, Sarasota Manatee Counties

BEX Builder Exchange FHBA

Areas of Expertise

Project Management
Construction

Market Sectors

Residential
Commercial
Hospitality
Institutional
Medical

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)



Chris Smith, PE

Lead Structural Engineer

A Licensed Professional Engineer, Christopher M. Smith uses his vast knowledge of engineering and design to create structures that will endure over the years, through all conditions, while maintaining their beauty and function. Designing multi-story residences, schools, government buildings and hotels are also part of Chris's far-reaching career experience.

Highlighted Project Experience

- Courtyard Marriot - Cocoa Beach, FL
- Disney's Typhoon Lagoon Water Park - Lake Buena Vista, FL
- Disney EPCOT Kisoks - Lake Buena Vista, FL
- Contemporary Resort & Hotel—Orlando, FL
- JW Marriott Orlando Bonnet Creek Resort—Orlando, FL
- Epcot Canada Pavilion Cooler #2—Orlando, FL
- Magic Village Gourmet Market—Kissimmee, FL
- Magic Village Clubhouse—Kissimmee, FL
- Tiffany & Company - New York, NY
- Victoria's Secret - New York, NY
- NYC Dept. of Sanitation District 14 Garage - Queens, NY
- Fredericksburg Courthouse - Fredericksburg, VA
- Smyth County Courthouse - Marion, VA
- Panera Bread - Port Jefferson, NY
- Banana Republic - Danbury, CT
- Gap, INC - Multiple Locations
- Henrico County Fire Station #10 - Henico, VA
- ABC Fine Wine and Spirits - Multiple Locations

Firm

Forefront Architecture and Engineering

Years of Experience

Total: 25
With Current Firm: 17

Education

Bachelor of Civil Engineering,
University of Delaware

Registrations

Professional Engineer
FL, No. 62605

CA, CO, NY,
NC, OK, VA

Market Sectors

Residential
Commercial
Hospitality
Institutional
Medical

Why Chris?

He is intimately familiar with the Florida Building Code and the specific requirements for designing and constructing buildings in high-risk areas, enabling him to provide accurate and effective solutions for this project.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)



Mike Vitale

QA/QC, Building Code Compliance Administrator/Plans Examiner

Michael Vitale provides over 38 years of experience within the construction industry and had served as the Directorate of Engineering for the U.S. Army – Doha, Qatar. Michael has 15 years of experience as a Florida Licensed Building Inspector & Plans Examiner and has obtained licensure as a Florida Licensed Building Official. Michael is currently the Operations Manager at Forefront Architecture & Engineering which includes oversight of the Quality Control program, Inspections and Plans Review.

Highlighted Project Experience

- Contemporary Resort & Hotel—Orlando, FL
- JW Marriott Orlando Bonnet Creek Resort—Orlando, FL
- Epcot Canada Pavilion Cooler #2—Orlando, FL
- Magic Village Gourmet Market—Kissimmee, FL
- Magic Village Clubhouse—Kissimmee, FL
- Numerous Single Family Residence Structural Inspections—Florida
- Camp Al-Saliyah - Doha, Qatar
- Marriot Grande Vista Resort- Project Manager, Orlando, FL
- Beazer Homes – Threshold Inspection, Deerwood Condominiums
- Pulte Homes – Threshold Inspection, Wolf Creek & Nocattee Condos
- Petsmart – Orlando, FL
- Bay Lake Baptist Church—Groveland, FL

Professional Achievements

- Former Director and Former Treasurer for the Central Florida Chapter of the Building Officials Association of Florida (BOAF)
- Current Member of the Code Development Committee for the BOAF
- Life Member of the U.S. Army Engineers Association
- Life Member of the Veterans of Foreign Wars
- Life Member of the National Rifle Association

Firm

Forefront Architecture and Engineering

Years of Experience

Total: 38
With Current Firm: 18

Education

A.S. Construction Management
University of Maryland
U.S. Army

Registrations

Building Official
FL, No. BU1939

Plans Examiner
FL, No. PX2900

Building Inspector
FL, No. BN5181

Market Sectors

Threshold Inspections
Structural Inspection
Residential Plans Review

Why Mike?

Michael provides over 38 years of experience within the construction industry. He is dedicated and persistent in code compliacne matters as viewed from the end users perspective.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)



Roberto Bonet

Production Manager

With 20 years of experience in design and construction document production, there are not many things in the industry that Roberto has not seen. As a manager of projects and personnel, Roberto is responsible for training staff and keeping them organized. He has worked for multiple firms and learned best practices from each of these firms. He has been managing production at Forefront and its predecessor firm for 15 years. Roberto is English/Spanish bi-lingual.

Highlighted Project Experience

- Waterside Pointe Community Center - Groveland, FL
- Bearss Landing Community Center, Meritage Homes - Tampa, FL
- Parkside Clubhouse, Meritage Homes - Orlando, FL
- Lake Preserve Community Center, Meritage Homes - Orlando, FL
- Sandy Spring Garden Apartments—Sandy Springs, GA
- ABC Fine Wine and Spirits—Multiple Locations
- W Marriott Orlando Bonnet Creek Resort—Orlando, FL
- Magic Village Gourmet Market - Kissimmee, FL
- Magic Village III Club House - Kissimmee, FL
- Magic Village III Maintenance Building - Kissimmee, FL
- Lakeview Medical Specialties - Leesburg, FL
- Lakeview Medical Specialties - Eustis, FL
- Ye Olde Thrift Shoppe, University of Florida Health - The Villages, FL
- UCF Flying Horse Editions Studio & Gallery - Orlando, FL
- Diocese of Orlando - Brotherhood of Hope properties - Orlando, FL
- Bennett Law Office Building - Groveland, FL
- The Awning Factory - Orlando, FL
- Lee Residence – Las Vegas, NV
- Groveland Apartments Complex – Groveland, FL
- Epcot Kiosk (Disney) – Kissimmee, FL
- Beazer Seminole Isle Townhome – Tampa, FL
- Legacy Homes - Townhomes – Florida
- Lake Nona Laureate Park, Ashton Woods Townhomes - Orlando, FL
- Numerous Single Family Residences—Central/South FL

Firm

Forefront Architecture and Engineering

Years of Experience

Total: 20
With Current Firm: 15

Education

AA, Architecture,
Inter-American University of Puerto Rico

Certifications

AutoCAD
Revit

Market Sectors

Residential
Commercial
Hospitality
Institutional
Medical

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Subconsultant Partners

List of firm's sub-consultants, their qualifications, and their role in this project.

Forefront does not propose using subconsultant firms to fulfill the scope of work required of this contract.

Forefront Architecture and Engineering is committed to providing the City of Holly Hill with a comprehensive and seamless experience when it comes to architectural services. **As part of our proposal, we are proud to offer a unique approach that sets us apart from other firms – an in-house, self-reliant model that does not propose any subconsultants on this contract.**

Forefront's commitment to an in-house approach extends to our investment in cutting-edge technology and software. Our team utilizes advanced design tools and software applications that enable us to create highly accurate and visually compelling architectural solutions. This integrated approach allows us to seamlessly collaborate, share project data, and provide real-time updates, resulting in a more efficient and transparent project management process.

Experience and Technical Capabilities

Our team of Professionals is proud to be innovative in approach and practical in solution for engineering services. We capitalize on effective utilization of company and client resources, as well as selective teaming with independent consultants, to enhance our technical expertise, extend our staffing capabilities, and economically meet individual project requirements. Where we differentiate ourselves is through our processes and through technology. By better managing our projects and taking advantage of the tools available to us, we are better able to track, design, and deliver projects. This allows us to provide our service in a manner that is cost and time efficient, allowing us to meet the time, budget, and quality constraints expected of us.

Technology and Equipment

List and quantity of firm's (and firm's sub-consultants' if applicable) equipment including CADD Workstations, etc.

Forefront offers a full spectrum of architectural services covering a diverse range of private and public sector experience. The firm maintains on-going assignments for clients in the commercial and institutional marketplace as well as various Florida counties. Because the firm is comprised of both architects and engineers, there is a full spectrum understanding of the building industry needs and objectives. These professionals have a combined background of well over 100 years of construction and related exposure. This depth of knowledge and experience brings together specialties in all facets of commercial, industrial, and residential projects.



At Forefront Architecture and Engineering, we recognize the pivotal role that software and technology play in achieving architectural excellence and delivering exceptional results to our clients. By leveraging cutting-edge tools and platforms, such as AutoCAD, BIM360, and Revit, we enhance our design capabilities, improve collaboration, and streamline project management. **Furthermore, our firm's investment in over 25 CADD (Computer-Aided Design and Drafting) workstations underscores our commitment to utilizing the latest technological advancements in our architectural processes.**

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Full Spectrum Services

Forefront is committed to providing full service to meet our client's specific needs. Our firm offers all professional design services from a single source of project leadership and control. We believe that clients gain the most when the professional design component of the project team is provided as an integrated single source.

It is also our belief that the best facilities are created in a partnering relationship with our clients. With all technical disciplines located within a single organization, responsibility is established and flexibility to react to options is expanded. The services of Forefront are divided into two major areas of Architecture and Engineering Services although significant overlap of duties and abilities occur, as we purposely tend to limit our internal hierarchy.

Our primary areas of expertise are as follows:

- Interior and Full Service Architecture
- Structural Engineering
- Value Engineering
- Technology Planning and Coordination
- Equipment Planning and Coordination
- Site Planning
- Recreational / Athletic Facility Planning
- Fire Protection and Life Safety Systems
- Project Master Planning
- Space Needs Programming & Space Planning
- Commercial Interior Design
- Mechanical, Electrical and Plumbing Engineering Services
- Conceptual Design and 2D/3D Graphics,
- Modeling and Animation
- Construction Drawings
- Contract Administration
- Construction Management
- Furniture Selection and Specification
- Consulting Corporate Finish Standards/Analysis
- Artwork, Framing and Accessories Retail Sales
- Professional Architectural Photography

The ability to offer a wide range of professional services for the specialized focus allows our clients to have comfort of a fluid design process with a single point for designer contact.

Value Added Services

Structural Engineering

Forefront is a reputable firm that has extensive experience providing structural engineering services to municipal clients in Florida. The company is known for its commitment to quality, attention to detail, and ability to work effectively with clients to meet their unique needs. One of the key factors that sets Forefront apart is its deep understanding of the Florida Building Code. The company's structural engineers are well-versed in the state's strict building codes and regulations, which are designed to ensure the safety and durability of buildings in areas prone to hurricanes, flooding, and other natural disasters.

As the lead Structural Engineer at Forefront, **Chris Smith, PE** is well-prepared to lead the team in providing expert structural engineering services to support The City in the event of a weather event in Florida. He is intimately familiar with the Florida Building Code and the specific requirements for designing and constructing buildings in high-risk areas, which will enable him to provide accurate and effective advice to the City.

Value Engineering

Value engineering is another area in which Forefront excels. The company is committed to helping clients maximize the value of their projects while minimizing costs, without sacrificing quality or safety. This involves careful analysis of design options, materials, and construction methods to identify opportunities for cost savings without compromising the integrity of the structure.



Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Firm Recently Completed Similar Services

List and description of firm's current and recently completed similar services within the past five (5) years with the City and/or other public or private agencies.

Project Experience

Forefront produces creative, well-considered designs that enhance the human experience with better environments for research, development, and creating and sharing of ideas. Our designs help articulate our client's values and contribute to establishing a strong, distinct corporate identity. **Forefront has successfully worked on various projects where there were multiple stakeholders.** We understand how to orchestrate a project through a complex design, construction and approval process. It will be our task to participate in a leadership role to involve each of the stakeholders.

To better demonstrate our qualifications for this consulting contract, we have included 3 relevant project experience on the following pages.

Continuing Services Contracts — To better demonstrate our qualifications to serve The City, we have also included information on Forefront's current continuing services contracts.

Continuing Services Contracts		
Contract Name	**Client Name**	**Scope**
Professional Engineering and Architectural Services	City of Winter Garden	Scope includes: data collection, planning and engineering studies, engineering design, architectural design and programming, preparation of construction plans and special provisions, and construction phase engineering and architectural services for rehabilitative or new construction. Typical assignments may include tasks like the following:
On-Call Architectural Services	Lake County, Florida	Various types and levels of design and engineering effort in support of new facility construction and renovation of existing structures. The design services include the stamping and certification of construction drawings. Other potential services include construction project admin./inspection.
Architectural & Engineering Consulting Services	Lake County Schools, Florida	The firm will provide professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed $4 million, and for study activity the fee for professional services for each individual study under the contract does not exceed $500,000; or for work of a specified nature as outlined in the contract required.
Continuing Professional Architectural Services	City of St. Cloud, Florida	Provide licensed professional architectural services for various public facilities, which shall include, but not be limited to, the following components: Meet with City staff to develop programming and layout. Provide schematic floor plans indicating programming square footages. Provide preliminary elevation drawings. Provide preliminary specifications indicating construction types, material quality standards and finishes. Specify minimum requirements for mechanical, electrical, plumbing, fire protection, audio/visual and fire alarm systems. Provide complete construction documents. New buildings. Renovations of existing buildings. Upgrades to building infrastructure. Landscape architecture. Feasibility Studies. Permitting services. Cost estimating. Utilities (electric, CATV, telecommunications) associated with design plans. Establish architectural standards.
Professional Engineering and Surveying Services	City of Fruitland Park, Florida	Review development plan submittals received by the city by others, including but not limited to construction plans, site plans, preliminary and final plats, stormwater calculations, boundary and topographical surveys, lot splits, lot line deviations, on-site and off-site water and wastewater utilities plans. Design of municipal public works and utility facilities. Prepare boundary surveys, sketch of descriptions, and other specific purpose surveys as requested. Such other engineering and surveying services as may be needed from time to time.
Professional Architectural Services	City of Port Orange, Florida	Professional Architectural Services for various renovation, restoration, construction and general consulting projects in the City of Port Orange. Services for projects may include conducting and/or attending pre-construction meetings, review of shop drawings, record drawing review, cost estimating, and additional architectural services as required during the course of construction.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Firm Project Approach and Quality Control Measures

Project approach and quality control measures.

Detailed Approach Process

We are committed to assuring that the needs of The City are met during the design process. Our design services include working with you to discover your specific goals and objectives for this project, and then meeting those goals. We employ the following steps to point the project in the right direction:

1. We meet with the City's project team to review programming and other initial work, as well as discuss project scope and budget.

2. Primary design concepts are formulated to achieve the District's program and budget objectives. We use various visualization mediums to present plans, sketches and models. This is one of the most enjoyable parts of the design process as ideas start to take form. Throughout the process we keep our eye on the construction costs and schedule.

3. Forefront presents viable concepts to the City and refines the designs based on feedback.

4. The concepts are analyzed with our engineering team to verify concepts that work for the project. The initial construction and life cycle and operating costs are also reviewed. In today's construction climate, product availability is a significant part of meeting budgets and schedules. Our team will pay attention to these realities and make needed adjustments throughout the design and construction process.

5. Forefront continues to work with the City refine each concept and option. Modifying our design concepts and our cost estimates based on your feedback.

6. We keep our eyes on the project goals and we review the design to make sure the District's goals and objectives are met:

- Programming and project scope objectives met
- Budget objectives met
- Overall project schedule established
- Other District goals and objectives met

When satisfied that the preliminary design meets the project goals, we then move forward into the Design Development Phase of the project.

Design Development

The goal of this phase is for the design team to prove that the concept design works. As we add detail, the initial concepts are verified. Regular meetings are scheduled and e-mail communication is utilized as the entire team identifies issues and solutions. During this phase, critical design decisions concerning materials, building systems, and equipment are made, reflecting the direction established during the schematic design phase. Specifically, Design Development phase activities will include:

- The architect will prepare the DD package including architectural floor plans
- Building sections, and elevations
- Space tabulations
- Finish & hardware schedules
- Furnishings and equipment inventories

Construction Documents (CDs)

During the CD phase, the documents are further refined and incorporated into a final set of documents sufficient in detail to bid the project for construction. These documents will be prepared in accordance with required code requirements, the ACA Standards for the design and construction of local detention facilities, and the accepted standards of professional practice and determine the merits of early bid packages. **Formal reviews will be conducted to monitor the quality of the documents at mutually-agreed-upon milestones throughout this phase.** Activities will include preparation of:

- Final general notes and title sheets
- Final site plans and geotechnical reports
- Architectural plans, sections, elevations, schedules and details
- Final code analysis
- Engineering calculations and plans
- Final systems and equipment checklists
- FFE plans and hardware schedules
- Final specifications
- General Conditions & Owner/Contractor Agreements
- Submit formal permit packages to municipality permit review agency

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)



Quality Control Measures

Our team is versed in working collaboratively throughout our projects using 3D BIM and Virtual Technology. We strive to produce comprehensive and well- coordinated construction documents and use the most innovative and advanced tools available to produce these documents. This synchronized technical approach to construction documents, along with regular coordination meetings, helps our team to deliver highly coordinated construction documents. Building Information Modeling (BIM) is the basis of this technological approach.

Our internal Quality Control, using our firm's experience, clash-detection aspects of BIM and detailed Content & Coordination Checklists, results in projects with below industry standard change orders. It is ultimately our strong integration of technology, coupled with our experienced and tested team that allows us to successfully translate concept to reality.

Quality Assurance program includes:

- Ongoing staff training and mentorship
- Adherence to strict Forefront drawing standards and procedures
- Consultant coordination meetings to verify overall document coordination and adherence to your District program and goals
- Forefront strategy of partnering with contractors for the benefit of the project
- Post-construction follow-up to determine satisfaction with our level of service and how we can improve our process and deliverables

Schedule and Availability

Schedule management and timeliness of services is one of the most critical factors in the success of a project. Our schedule management philosophy is focused on partnership, communication, and execution of quality-delivery in conformance with the schedule. We have procedures and systems in place to facilitate continuous communications, collaboration, and information exchange with you and the task order project team. We develop detailed schedules for all tasks and track them on a weekly basis. This allows our managers to clearly see the critical path items and make any necessary adjustments.

Maintaining project costs to stay within the City's budget will always be a key objective for our team. We understand and appreciate the effort and time it takes City staff to develop and prepare budgets and CIPs. Additionally, we understand that the projects we design need to lead to construction bids that fall within the City's budgeting and scheduling constraints. Cost estimates are confirmed throughout the stages of design and permitting to the development of final construction plans and specifications, employing internal value engineering procedures and practices to ensure the best value project produced at the highest level of quality for the City.

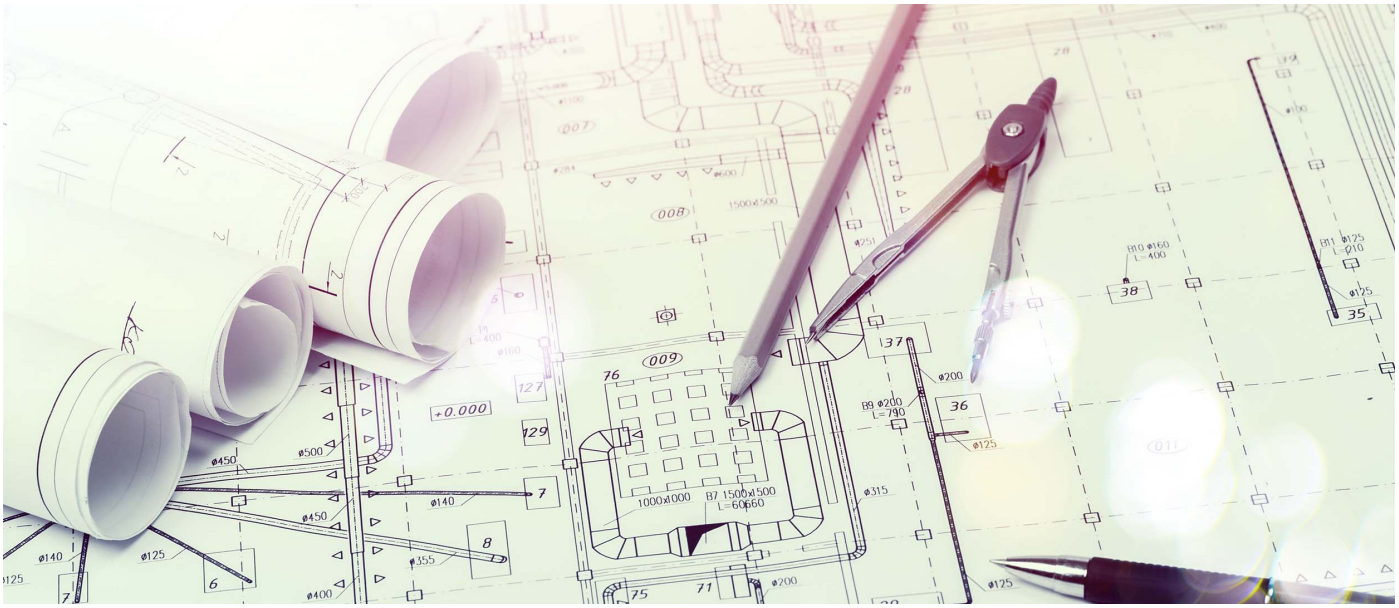
In addition to maintaining original project schedules and budgets, our team continues to look for cost efficiencies as project scopes are modified or expanded. This includes looking for cost savings during the execution stage of a project when supporting the City with construction-phase services.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Tab 3

Firm's Office Location and Number of Employees

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)



Availability of the Team

Prior to the selection of each of our team members, we examined the existing and projected workloads of each individual and confirmed their availability for this assignment. Our team is ready, available and able to dedicate their time to efficiently execute this project. In staffing our team for this project, we examined the existing and projected workload of each person and confirmed their availability. **Forefront does not anticipate any challenges for any of project assigned by the City.**

List the location of all offices (firm and sub-consultants) and number of employees located at each location involved with this project and availability of firm and sub-consultants to provide services.

Forefront Office Locations

Clermont Office (Headquarters)
1230 Oakley Seaver Dr #100,
Clermont, FL 34711
p.888.850.FFAE (3323)

Office Employees: 25+

South Florida Office
2256 First Street, Suite 130
Fort Myers, FL 33901

Office Employees 1+

List approximate distance (in miles) and time (in hours) to City Hall of firm and sub-consultants.

Proximity to the City of Holly Hill



Forefront's Clermont office is located just 80 miles from the City of Holly Hill. The geographic proximity between Forefront and the City of Holly Hill enables us to establish a strong local presence and develop a deep understanding of the unique characteristics, challenges, and opportunities that the city possesses. Our close proximity allows us to respond swiftly to the evolving needs of the community, ensuring effective communication and timely project delivery.

Our team can reach the City of Holly Hill under 1 hour, 30 minutes. We look forward to the opportunity to collaborate with the City of Holly Hill on this project and contribute to the city's continued success.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Tab 4

Firm’s Client References

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

1. Lake County On-Call Architectural Services

Lake County, Florida

Firm Name

Forefront Architecture and Engineering

Client Name

Lake County, FL

Client Reference ☑

Bill Ponko
Senior Contracting Officer
315 W Main St, Suite 441
Tavares, FL 32778
352.343.9489
bponko@lakecountyfl.gov

Dates of Service

On going since 2022

Scope of Work

Continuing contract for professional architectural and engineering services

Key Personnel Assigned

Todd Drennan
Courtney Larue
Roberto Bonet
Mike Vitale



Project Summary

On-call contract to provide various professional architectural services. Such services will include, but not be limited to, various types of levels of design and engineering effort in support of new facility construction and renovation of existing structures. The design services include the stamping and certification of construction drawings. Other potential services include construction project administration and inspection. Our team understood that this on-call services contract did not have one specific scope of work but would be required to perform a wide range of tasks. We have a multi-faceted background and experience that we feel allows us to expertly approach any project that comes our way. We have completed the following task orders under this continuing services contract:



1. Lake County 5th Circuit Courtroom AV-IT — Our first project within the Lake County On Call Services agreement, we are coordinating the AV/IT update to the courtrooms within the 5 th Circuit Lake County Courthouse. Our main purpose is to manage the multiple subcontractors working under Forefront and for Lake County. We investigated all of the interior spaces possible within the courthouse to further our understanding of the inner workings of the civil building. Our team took copious amounts of photos to allow us to virtually visit the building whenever needed during the design process. Our scope is to locate the area of work and manage as such. Forefront is working in multiple spaces throughout all the levels of the building.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

2. Fleet and Logistics Campus — Lake County is consolidating their fleet services at a single campus. Forefront has been tasked with modification to an existing garage to accommodate the added services. Also, the project includes new addition to another campus building.



3. Historic Courthouse Structural Column Investigation — Lake County Historic Courthouse turns 100 years old in 2022. As such, some signs of age have appeared. Cracks have appeared on the sandstone columns that required our investigation. Preparation work included mechanical lifts, endoscope cameras, and expert visual inspection. In the process we learned that the sandstone columns are a veneer and cracking is caused by different reasons on different columns. The investigation and report includes remedial actions and the steps forward that the County needs to take to repair this beautiful historic building.

4. Lake County Eight Story Parking Garage — Lake County's eight story parking garage in Tavares has served them well for a couple decades. However, at 5 pm when hundreds of County staff are leaving the parking garage the designed exit routes have proven to back up for a significant period of time. Forefront has been tasked with providing architecture and engineering drawings to provide a second vehicle exit route from the public garage.



5. Lake County Fleet Tire Cage Roof — The scope for this project is to provide structural design and construction drawings for a new trussed roof with corrugated metal roof to cover three bays surrounded on three sides by existing 8' CMU/concrete walls. The existing trusses will be removed, and new trusses will bear on existing walls. The area footprint is approximately 40'x94'. The scope will include truss concept layout and performance specification for wood with alternate light gauge metal trusses. Also adding the addition of a chain link fence in front of the two side bays.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

2. University of Florida Heath The Villages Tri-County Medical Center Auxiliary - Ye Old Thrift Shoppe

Tavares, Florida

Firm Name

Forefront Architecture and Engineering

Client Name

The Villages, Florida

Client Reference ☑

Dick Campbell
University of Florida Heath The Villages
Tri-County Medical Center Auxiliary -
Ye Old Thrift Shoppe
p. 352.430.9991
cfh_tvrhaf@shands.ufl.edu

Dates of Service

Completed 2021

Scope of Work

Full Service | Architecture, Structural Engineering and MEP

Project Final Cost

$1.2M (Construction)

Key Personnel Assigned

Todd Drennan, AIA
Patricia Mugnol
Christ Smith, PE
Roberto Bonet



Project Summary

Forefront worked with the University of Florida Health, The Villages Medical Center Auxiliary Foundation to design the new Ye Olde Thrift Shoppe. This project included Architectural, Engineering and MEP. The Ye Old Thrift Shoppe began operation in 2008 at 106 W. Lady Lake Blvd. The original home for the thrift shop was a two-story building that had served as the first general store in Lady Lake for nearly 100 years. Ye Old Thrift Shoppe's main operations consist of selling donated household items, including home decor, books, clothing, shoes, linens, jewelry, furniture and collectibles. The store is run by more than 200 volunteers and has 7,500 square feet of retail space for everything from clothing to furniture to small items.



The thrift shop is a significant source of fundraising for the hospital's auxiliary foundation, and also it has been a solid producer for the Town of Lady Lake, ringing up an average of $3,000 per month in sales tax. Ye Olde Thrift Shoppe Continues to offer unique, high quality products donated by the generous Lady Lake community. The thrift shoppe generates over $422,000 annually to support the foundation and The Villages Regional Hospital. From 2015 to 2019, the Auxiliary Foundation has awarded 91 scholarships totaling over $414,637 to Hospital Staff and High School students furthering their medical education.



Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

3. Lake County Tax Collector

Tavares, Florida

Firm Name

Forefront Architecture and Engineering

Client Name

Lake County, FL

Client Reference ☑

Randy Van Alstine
1800 David Walker Dr,
Tavares / FL 32778
p. 352-343-9622

Dates of Service

Completed 2019

Scope of Work

Full Service | Architecture, Structural Engineering and MEP

Project Final Cost

$4.6M (Construction)

Key Personnel Assigned

Todd Drennan



Project Summary

The following is a summary of the Lake County Tax Collector project life-cycle. Forefront's process for delivering this facility was implemented along with the Project Management Plan and Quality Assurance procedures.

Site Development

The Site Development went well and that the selected contractor performed well in attaining the pad needed for the building construction to occur. Drainage, civil design and landscape with the given topography all worked in a way that brought this site to the end state on time and within the anticipated budget.

Preliminary Design Phase



The project timing was crucial. Our team needed to guarantee that the building would be completed prior to the rented locations' lease expiration. The General Contractor team worked diligently to meet critical deadlines to ensure that our client could continue to provide services to the County. Weekly meetings were held with full stakeholder involvement, which allowed for sustainable project management.

Due to this high level of coordination, our team members were able to offer solutions to problems as soon as they occurred. The 14,000 SF building was designed to fit the demographics of Lake County, maintaining a residential scale while differentiating itself to be recognizable as a county building by incorporating architectural features such as the monumental porch entrance including the parking space, landscaping, flagpole, metal roof and large storefront openings.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

This creates a connection between the interior and exterior of the building and helps maintain the residential atmosphere. Warm tones of beige and dark brown along with the bronze metal roof compliment the design intent.



Design Development

The goal was to get as much space as possible for the reception and service area. This was possible through the creation of two wings “Lobby A” and “Lobby B” that split from a central reception. The visitor enters the building, and is automatically directed to a central reception, after the attendance, he goes to the required service wing waiting area.

Access to civic life for persons with disabilities is a fundamental objective of the Americans with Disabilities Act (ADA). Therefore, we worked to ensure that all citizens could access all necessary services respecting the requirements of the ADA. The location of each TV/Screen, signage, as well as the speakers, was strategically designed for greater viewing/audition, facilitating visitors and guiding them to the correct service location. The safety of staff and visitors was a carefully thought out factor. As a result, security systems were installed, as well as many exit door options for quick and easy access to the outside of the building. This building includes, in addition to the service areas, a training room, break room, CIC room, supplies and administration room. All interior finishes were also considered to make the user experience more comfortable.

Construction Documentation and Specifications

Once Design Development had been completed the preparation of the Construction Documents began in earnest, now that clear direction and purpose had been determined. The specifications selected by the County on several specific items had been worked on during the Design phase so that final incorporation into the Construction Documents was seamless.

An example of this was the requirement for the public to have easy access and approaches to the service counters. The construction documents were created in enough detail to keep the contractor and sub trades gainfully employed with very minimal RFI’s. The final documents were created using AutoCAD. An identical cad background was issued to all sub-consultants to facilitate the coordination of all trades. 2D files were reviewed using Autodesk Design Review and review comments were shared as redlines in dwf files with all team members. During the documentation phase, the deliverables were exchanged with team members to provide a peer review, confirming the County’s design requirements were maintained throughout the documents.



Construction Administration

An open line of communication through the County (Owners) Representative, the General Contractor and the Architect was an integral part of the Construction Administration, during those times when RFI’s or construction means, methods or material came to question they resolved themselves through a collaborative process of all entities involved. For instance a question arose out of a sourcing issue for the carpet selected that was specified but was now not readily available and through discussions and reviews of what was available a equal and suitable substitute that met all the design criteria had been met and agreed upon as the approved alternate material for installation.



Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

4. Lakeview Medical Center - Multiple Locations

Leesburg, FL

Client Name

Lakeview Healthcare System

Client Reference ☑

Dr. Khai Chang
Owner
1801 US-441,
Leesburg, FL 34748
p. 352.775.4868

Dates of Service

Completed 2021

Project Final Cost:

Construction: $5.8M
Fee: $253,000

Scope of Work

Architectural, Structural Engineering, MEP Engineering and Interior Design.

Key Personnel Assigned

Todd Drennan, AIA
Patricia Mugnol
Christ Smith, PE
Roberto Bonet



Project Description

Forefront provided a full-service solution for Lakeview Medical Center. This project included Architectural, Structural Engineering, MEP Engineering and Interior Design.

Lakeview Medical Center - Leesburg Location: The medical center provides its patients of all ages with individualized care ranging from preventative health care and routine screenings to more complex medical issues. This building was designed to be multifaceted to accommodate a range of services for the public. Forefront's scope of work included architectural design of the exterior and interior. Also supplied the construction documents, for architecture and structural design. As a separate contract Forefront supplied multiple rendering services to help assist the owner in color selections Forefront is still assisting with construction administration with bi-weekly meetings that can be attended.

Lakeview Medical Center - Eustis Location: Forefront Architecture and Engineering is working to provide a full-service design build for the new Lakeview Medical Building located in Eustis. This project includes structural engineering, architecture, and mechanical/electrical/plumbing through the partnership with Ingenuity Engineers Inc. from Orlando, Florida. Forefront is also providing Interior Design services for this 12.200 square-foot, 1 story building.



Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Tab 5

Attachments

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Section 5 –
Qualification Submittals

PROJECT: **Architectural Services**
CITY CONTRACT NO. **RFQ-ARC-23-01**

Name of Proposer: Forefront Architecture and Engineering

Mailing Address: 1230 Oakley Seaver Drive, #100, Clermont, FL 34711

Street Address: 1230 Oakley Seaver Drive, #100

City/State/Zip: Clermont, FL 34711

Phone Number: (888) 850-3323

FAX Number: (888) 850-3321

Pursuant to and in compliance with the Request for Qualifications, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity Contract Documents, including Addenda Nos. N/A through N/A, on file at the Purchasing & Contracts Management Division for the amount hereinafter set forth.

The undersigned, as Proposer, declares that the only persons or parties interested in this Qualification as principals are those named herein; that this Qualification is made without collusion with any person, firm or corporation; and he proposes and agrees, if the Qualification is accepted, that he/she will execute an Agreement with the CITY in the form set forth in the Contract Documents; that he/she will furnish Insurance Certificates, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive.

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 26th day of June, 2023.

Forefront Architecture and Engineering
(Name of PROPOSER)

(Signature of person signing FORM)

Todd Drennan, AIA
(Printed name of person signing FORM)

Vice President of Architecture
(Title of person signing FORM)

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

RFQ-ARC-23-01 ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Qualification, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Qualification.

I hereby propose to furnish the goods or services specified in the Request for Qualification at the prices, rates or discounts quoted in my Qualification. I agree that my Qualification will remain firm for a period of up to one hundred twenty (120) days in order to allow the City adequate time to evaluate the Qualifications.

I agree to abide by all conditions of this Qualification and understand that a background investigation may be conducted by the City of Holly Hill Police Department prior to award.

I certify that all information contained in this Qualification is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Qualification on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this Qualification is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Qualification for the same product or service; no officer, employee or agent of the City of Holly Hill Government or of any other Proposer interested in said Qualification; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business Forefront Architecture and Engineering

By: _____
Signature

Todd Drennan, VP of Architecture
Name & Title, Typed or Printed

1230 Oakley Seaver Drive, Suite 100
Mailing Address

Clermont, FL 34711
City, State, Zip Code

(888) 850-3323
Telephone Number

Sworn to and subscribed before me

This 26th day of

June, 2023

_____
Signature of Notary

Notary Public, State of FL

Personally Known
-OR-
Produced Identification Personally Known

Type: N/A

CARISSA HESS
Notary Public - State of Florida
Commission # HH 305242
My Comm. Expires Aug 25, 2026
Bonded through National Notary Assn.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA)
) **ss**
CITY OF CLERMONT (LAKE COUNTY))

Before me, the undersigned authority, personally appeared Todd Drennan, AIA, who was duly sworn, deposes, and states:

1. I am the VP of Architecture of Todd Drennan, VP of Architecture with a local office in N/A and principal office in Clermont, FL.
2. The above named entity is submitting an Expression of Interest for the City of Holly Hill project described as ***RFQ-ARC-23-01 Architectural Services***
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting Qualifications for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of Holly Hill.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Holly Hill.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of Holly Hill in writing.

DATED this 26th day of June, 20 23.

Todd Drennan, AIA
Typed Name of Affiant

VP of Architecture
Title

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

Sworn to and subscribed before me this 26th **day of** June, **20** 23.

Personally known X

OR Produced identification N/A **Notary Public - State of** FL

My commission expires Aug. 25, 2026

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

CARISSA HESS
Notary Public - State of Florida
Commission # HH 305242
My Comm. Expires Aug 25, 2026
Bonded through National Notary Assn.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

COMPLIANCE WITH THE PUBLIC RECORDS LAW

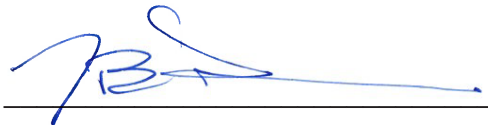
Upon award recommendation or ten (10) days after receiving, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Qualification authorizes release of your firm's credit data to City of Holly Hill.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/Qualification package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the City in the event we are forced to litigate the public records status of the company's documents.

Company Name: Forefront Architecture and Engineering

Authorized representative (printed): Todd Drennan, VP of Architecture

Authorized representative (signature): 

Date: 06/26/2023

Project Number: **RFQ-ARC-23-01 Architectural Services**

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that Forefront Architecture and Engineering does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Qualification, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Authorized representative (printed): Todd Drennan, VP of Architecture

Authorized representative (signature): _____

Date: 06/26/2023

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

(W-9 Form)

SEE NEXT PAGE

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

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

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

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

Cat. No. 10231X Form **W-9** (Rev. 10-2007)

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

W-9

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
FOREFRONT ARCHITECTURE & ENGINEERING, LLC

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

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

5 Address (number, street, and apt. or suite no.) See instructions.
1230 OAKLEY SEAVER SUITE 100

Requester's name and address (optional)

6 City, state, and ZIP code
CLERMONT, FL 34711

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
4 6 - 5 3 3 3 0 0 7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 02-24-2021

General Instructions

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

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

Purpose of Form

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

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

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

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

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Licenses / Certificates

Licensee Information

Name:	FOREFRONT ARCHITECTURE & ENGINEERING, LLC (Primary Name)
Main Address:	PO BOX 2140 MINNEOLA Florida 34755
County:	LAKE

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	30900
Status:	Current
Licensure Date:	11/07/2014
Expires:	

Licensee Information

Name:	FOREFRONT ARCHITECTURE & ENGINEERING LLC (Primary Name)
Main Address:	PO BOX 2140 MINNEOLA Florida 34755
County:	LAKE
License Mailing:	1230 OAKLEY SEAVER DRIVE SUITE 100 CLERMONT FL 34711
County:	LAKE

License Information

License Type:	Architect Business Information
Rank:	Business Info
License Number:	
Status:	Current
Licensure Date:	03/07/2022
Expires:	

Special Qualifications	Qualification Effective
Limited Liability Corporation	03/07/2022

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

2023 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L14000055406

Entity Name: FOREFRONT ARCHITECTURE & ENGINEERING LLC

Current Principal Place of Business:

1230 OAKLEY SEAVER DRIVE
SUITE 100
CLERMONT, FL 34711

Current Mailing Address:

PO BOX 2140
MINNEOLA, FL 34755 US

FEI Number: 46-5333007

FILED
Mar 03, 2023
Secretary of State
7215687037CC

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

KOLTUN, JEFFREY M
150 SPARTAN DRIVE
SUITE 100
MAITLAND, FL 32751 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: JEFFREY M. KOLTUN 03/03/2023

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	VP OF ENGINEERING	Title	PRESIDENT, MANAGER
Name	SMITH, CHRISTOPHER M	Name	BENTZON, HANS J
Address	1230 OAKLEY SEAVER DRIVE SUITE 200	Address	1230 OAKLEY SEAVER DRIVE SUITE 200
City-State-Zip:	CLERMONT FL 34711	City-State-Zip:	CLERMONT FL 34711
Title	CFO	Title	VP OF ARCHITECTURE
Name	HELMAN, DANIEL W	Name	DRENNAN, TODD B
Address	1230 OAKLEY SEAVER DRIVE SUITE 200	Address	PO BOX 2140
City-State-Zip:	CLERMONT FL 34711	City-State-Zip:	MINNEOLA FL 34755

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DANIEL W HELMAN CFO 03/03/2023

Electronic Signature of Signing Authorized Person(s) Detail — Date

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Forefront Architecture and Engineering

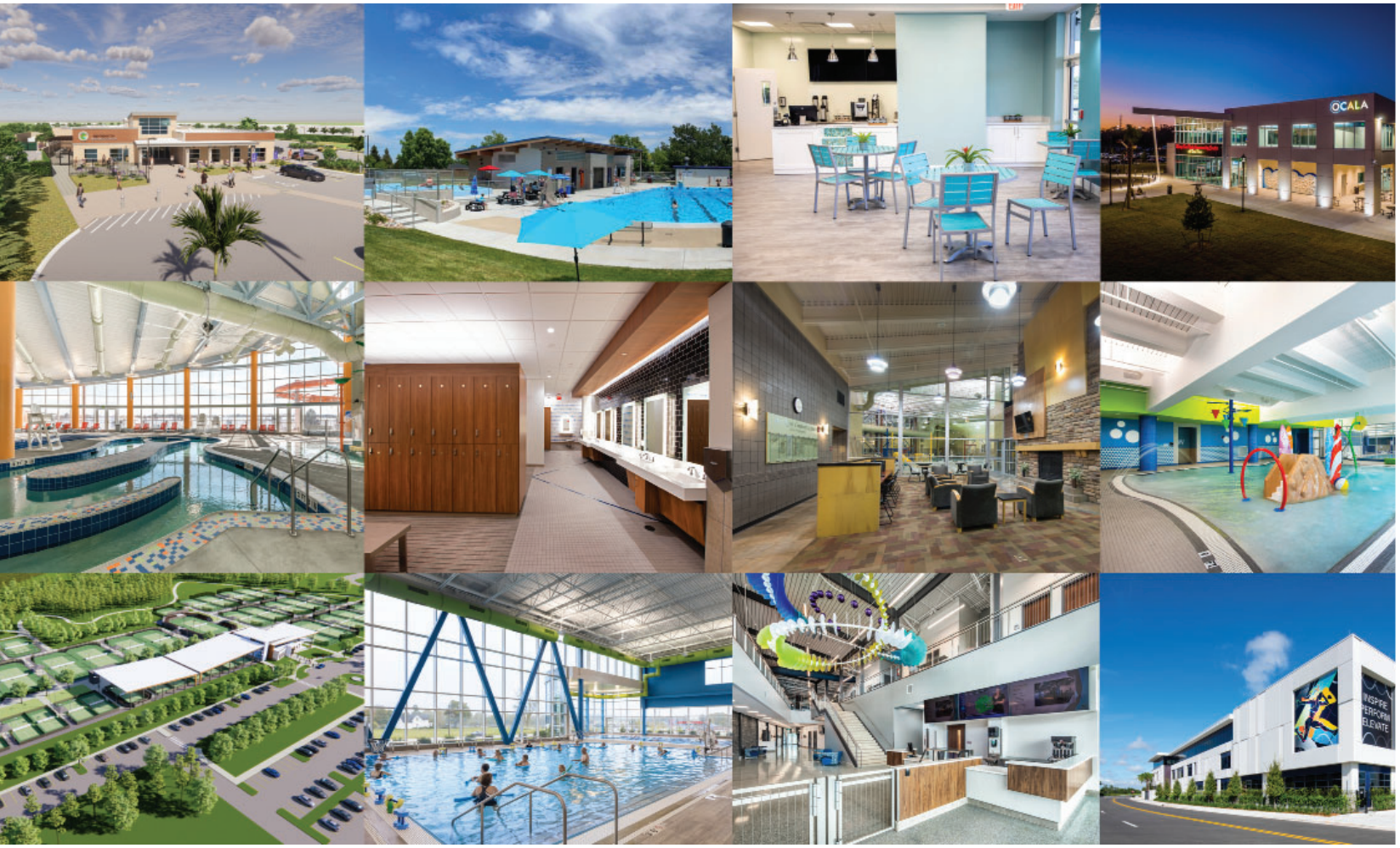
Forefront is an architectural and engineering firm that brings together the talents of registered design professionals to offer exceptional services.

Contact Information

Todd Drennan, AIA
Client Account Manager
toddd@ff-ae.com
888.850.3323

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

HOLLY HILL
FLORIDA



STATEMENT OF QUALIFICATIONS
CONTINUING SERVICE CONTRACT FOR ARCHITECTURAL SERVICES

CITY OF HOLLY HILL
RFQ-ARC-23-01

June 27, 2023

OLC

BE WELL GET WELL STAY WELL LIVE WELL

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

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Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

LETTER OF INTEREST

LETTER OF INTEREST

June 27, 2023

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117
Attn: City Clerk

RE: RFQ-ARC-23-01 Continuing Service Contract for Architectural Services

Dear Selection Committee Members:

OLC is thrilled to submit this proposal for a Continuing Service Contract for Architectural Services for the City of Holly Hill, Florida. We have gathered a team that can exceed your requirements and is experienced in all project types that may result from this contract.

We understand that as your on-call consultant team, we will provide the City with architectural services for various types of municipal projects. Our team - Ohlson Lavoie Corporation (OLC), NFC Landscape Architects (Landscape Architecture), Chastain-Skillman (Civil Engineering/Survey/ArcGIS), Advanced Structural Design (Structural Engineering), Cabral Engineering (Mechanical, Electrical, Plumbing, IT), Anser Advisory (Feasibility Studies), and Terracon (Environmental) will work side-by-side with the City of Holly Hill to complete the required projects. Our strong added value is that our team never comes to the table with perceived answers, but we ask the right questions to address your concerns.

Our team is ready to get right to work with the City. We currently hold on-call contracts with the City of Port Orange, the City of Palm Beach Gardens, the City of Palm Coast, the City of Wildwood, Manatee County, and Brevard County. Projects to date have included for example master planning of tennis and pickleball centers; golf course reconfigurations and master planning; full golf clubhouse and racquet facilities; as well as smaller projects such as wall replacements and canoe and kayak launches.

All of OLC's projects benefit from having our most senior people on board from day one to ensure those with the most knowledge are leading the way because continuity of principal involvement is critical to every phase of the project. As Principal-in-Charge and Project Manager, I will be involved throughout the project from day one, as will Senior Principal Sam Elsheikh, who will be responsible for Quality Control. Michael St. John will be our Project Architect, and Tania Parada will be our Interior Designer.

It is our sincere pleasure to submit these qualifications as our intent to offer the services requested in the RFQ. We hope to have the opportunity to demonstrate for you, in person, how our team will ensure the success of any project stemming from this contract. Thank you for your consideration; we look forward to hearing from you soon.

Sincerely,

Maged Elsheikh, Principal-in-Charge, Senior Principal
OLC (Ohlson Lavoie Corporation) | 2295 S. Hiawassee Road, Suite 310, Orlando, Florida 32835
P: 407.992.0470 | E: melsheikh@olcdesigns.com

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

FIRM'S QUALIFICATIONS

OLC (Ohlson Lavoie Corporation) is an international architectural firm, *founded in 1961* with offices in Orlando, Denver, Tokyo and Cairo.

OLC has 60+ years of experience providing masterplanning, architecture, interior design and aquatic design services!

OLC designs community spaces for health and play, often centered around recreation and aquatics. It's a passion our founders dove into in 1961, and a space we've been playing in ever since. With offices in Denver, Orlando, Tokyo, and Cairo we've engaged with 500+ clients world-wide to create community spaces with the same types of spaces that you require for this contract. We love to create and renovate spaces for municipal clients that foster connection through because we care about the health of each community we collaborate with in the design process.

We are committed, enthusiastic and driven to deliver stellar architecture, interior design and aquatic design. For the past 40 years, we have focused on municipal facilities, community and recreation centers, athletic, fitness and wellness facilities, including athletic/sports clubs, commercial fitness centers, medically-based wellness centers, spas, and a broad range of aquatic projects. These projects include on-call projects, including masterplanning, feasibility studies, renovations, additions, and new ground-up facilities. We are also very experienced in community outreach.

Our design process is enriched by collaborative spirit, creative commitment and a client-centered attitude. We partner clients' goals and strategic insights with our aesthetic vision, deep experience, and problem solving skills to create superior outcomes. Everyone at OLC is committed to truly understanding each client's unique needs and is dedicated to adding value through design by delivering maximum impact for each dollar invested. Value-conscious, client-centered, custom-fitted design is a strategic investment for every owner. We apply principles of smart design to honor that investment and to produce measurable returns.

The secret to the design success experienced by our clients is easily explained. Treat each new assignment as a fresh challenge. Listen to our client's agenda. Respect their priorities. Understand the needs and aspirations of your community. Focus on enrichment of the user experience. Stay abreast of thought leaders in the industry. Most of all, believe in the power of design to change lives for the better.

Principal-in-Charge/Project Manager and OLC **Primary Point of Contact, Maged Elsheikh**, oversees the majority of OLC's Florida municipal recreation projects. *He will be responsible for the design and programming of projects resulting from this contract.*

Senior Principal/CFO, **Sam Elsheikh**, LEED AP. *He will be responsible for quality control for OLC.*

CONTRACT OFFICE LOCATION

OLC (Ohlson Lavoie Corporation)
2295 S. Hiawassee Road, Suite 310
Orlando, Florida 32835
P: 407.992.0470

STATES LICENSED / CURRENT WORK

OLC is currently working on projects for the following Florida entities. We also have many projects underway in FL, CO, PA, WY, ND and ID.

- Palm Beach County
- City of Palm Coast
- City of Palm Beach Gardens
- City of Wildwood
- Village of Wellington
- Manatee County

Our firm and staff are licensed in 27 states.

TYPE OF BUSINESS

Corporation, Incorporated in CO

FEDERAL EMPLOYER ID

84-067-4977

OLC is financially stable and we have the necessary resources, human and financial, to provide the services at the level required by the City of Holly Hill. Neither the firm, nor it's officers have failed to complete any contract.

The OLC team is experienced and we are qualified to perform any project resulting from this project. We've been in the business for 61 years and plan to continue in the same capacity.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

ORGANIZATIONAL PROFILE SUMMARY

We have organized a knowledgeable, experienced and highly compatible team that shares our vision and passion for providing the best design process, technical know-how, and highest level of service to you. OLC has worked on many municipal projects, just like the ones stemming from this contract. ***This team works well together and we feel this is the best team to provide services for this contract.***

Maged Elsheikh, NCARB
Principal-in-Charge / Project Manager
MAIN PROJECT POINT-OF-CONTACT
OLC

Sam Elsheikh, AIA, NCARB, LEED AP
Senior Principal / QA/QC
OLC

Michael St. John, AIA, LEED AP
Project Architect
OLC

Tania Parada
Senior Interior Designer
OLC

LANDSCAPE	CIVIL/SURVEY	STRUCTURAL	MEP	ENVIRONMENTAL	FEASIBILITY
Karina Veaudry, RLA Landscape Architect **NFC LANDSCAPE ARCHITECTS**	Leonard Arnold Jr., PE, LEED AP CEO Gordon Land, PSM Director of Survey Sergio Garcia, Assistant Director of Civil Engineering **CHASTAIN SKILLMAN**	Carlos Hernandez, PE, SE Project Manager **ADVANCED STRUCTURAL DESIGN**	Francisco Cabral, PE CEO / Electrical Engineer Daniel Cesar, PE Mechanical Engineer **CABRAL ENGINEERING, INC.**	Brian Brandon, PWS Environmental Department Manager Robert Penoyer, PE Senior Environmental Engineer **TERRACON**	Andraya Lombardi CSL, MCPPO Project Director Camille Tineo Project Manager Jerry Foster Athletic Facilities Program & Planning Manager **ANSER ADVISORY**





Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)



MAGED ELSHEIKH, NCARB

SENIOR PRINCIPAL | PRINCIPAL-IN-CHARGE

Maged has over 35 years of architectural experience in a wide variety of project types including municipal, wellness, athletic/fitness facilities, universities, hospitality and resorts, office buildings, malls, and high-rise housing. Working in Dubai, UAE for over 11 years, Maged acquired extensive insight into the relationship between architecture and Middle Eastern culture. He designed several high-profile projects and dealt directly with members of the ruling family.

Joining OLC, Maged established the Cairo branch office in 1999 and served as OLC's Middle East Director until his move to the United States in 2014. He is now the Director of International Projects for the firm, working from the Orlando, Florida office to develop hospitality and healthcare projects across the globe as well as marketing OLC projects in the USA.

EDUCATION

Alexandria University, Egypt
Bachelor of Architecture

REGISTRATIONS/AFFILIATIONS

Licensed Architect - CO, FL, NC

Engineering Syndicate, Egypt - Architect

Society of Engineers, Dubai, UAE - Architect

Engineering Syndicate, Egypt - Consultant Architect

BUSINESS INFORMATION

Maged Elsheikh, Senior Principal
melsheikh@olcdesigns.com
407.992.0470 (o) 407.342.3565 (c)
2295 S. Hiawassee Road Suite 310
Orlando, Florida 32835
FL License #99999

YEARS OF EXPERIENCE

23 years OLC/35 years total





PROJECT EXPERIENCE

Mary Sue Rich Community Center at Reed Place, Ocala, FL
Lake Nona Performance Club, Orlando, FL
Oviedo YMCA Remodel, Oviedo, FL
Palm Beach Gardens Golf Club House, Palm Beach Gardens, FL
Palm Beach Gardens On-Call Contract, Palm Beach Gardens, FL
Palm Beach Gardens Tennis Center Clubhouse, Palm Beach Gardens, FL
Palm Beach Homeless Resource Center, West Palm Beach, FL
Palm Coast On-Call Contract, Palm Coast, FL
Palm Coast Southern Recreation Center, Palm Coast, FL Abdullah & Sultan
Robert L. Taylor Community Center, Sarasota, FL
Sailfish Splash Community Aquatic Park, Stuart, FL Al Dhahiri - Hotel/ Furnished Apartment, Dubai, UAE
Infinity Park at Glendale, Multiple Projects, Glendale, CO
Abdullah Ahmed Al-moosa - Hotel, Dubai, UAE
Agriculture Engineers' Society, Beach Resort, North West Coast, Egypt
Al-Dhahiri - Hotel/Furnished Apartment, Dubai, UAE
Al-Moosa - Hotel, Dubai, UAE
Aqua Crest Pool Complex Renovation, Delray Beach, FL
Bronson Hospital Lifestyle Center, Kalamazoo, MI
Cairo Financial Center, Citadel Plaza, Cairo, Egypt
Cascade Hotel, Hacienda Bay, North Coast, Egypt
Chelsea Hospital Wellness Center, Chelsea, MI
CPC Industrial Zone Master Planning & Various Buildings, Cairo, Egypt
Disney Polynesian Resort Room Renovations, Orlando, FL
Dr. Ann Murphy Knight S.T.A.R.S. Complex Expansion, Fort Myers, FL
Dream Village Hotel and Resort, Northwest Coast, Egypt
Dubai Municipality - 45 Villas at Hatta, Hatta, UAE
Esmeralda Sports Complex, King Abdullah Economic City, KSA
Etisalat Telecom Corp. - Business Center at Jabel Ali, Dubai, UAE
H.H. The Ruler of Dubai - Grand Mosque, Dubai, UAE
Hancock Health Healthway Park, New Palestine, IN
Kingwood Country Club, Kingwood, TX
Marina Residence Complex, Marrassi, North Coast, Egypt
Medical Professions Society, Beach Resort, North West Coast, Egypt
MVP Sportsplex, Islesworth, FL
National Bank of Dubai, Dubai, UAE
Newtown Athletic Club, Multiple Projects, Newtown, PA
Piedmont Wellness Center, Atlanta, GA
Saint Francis Heart Hospital and Cancer Institute, Cape Girardeau, MO
The American University in Dubai, Dubai, UAE
Wesley Chapel Fitness Center, Wesley Chapel, FL

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)



SAM ELSHEIKH, AIA, NCARB, LEED AP

CFO/SENIOR PRINCIPAL | QUALITY CONTROL

Sam is the Principal-in-Charge for OLC's Orlando, Florida office. He has over 30 years of experience in planning and designing a wide variety of project types including municipal facilities, resorts, recreation & athletic facilities and medically-based wellness centers throughout the United States. Sam manages projects in the southern and eastern United States, to which he has applied his expertise in architectural design and a keen understanding of construction management. Sam brings a detailed level of attention to projects small or large, remodeled or new, simple or complex.

Along with managing architectural projects, Sam acts as OLC's CFO. In this role, he promotes fiscal responsibility to ensure the firm's success.

EDUCATION

University of Colorado
Masters of Business Administration
Masters of Information Systems

Clemson University
Master of Construction Science and Management

Alexandria University, Egypt
Bachelor of Architecture

REGISTRATIONS/AFFILIATIONS

Licensed Architect - DE, FL, GA, IN, LA, PA, SC
USGBC LEED® AP

BUSINESS INFORMATION

Sam Elsheikh, Senior Principal
selsheikh@olcdesigns.com
407.992.0470 (o) 303.886.4082 (c)
2295 S. Hiawassee Road Suite 310
Orlando, Florida 32835
FL License #92932

YEARS OF EXPERIENCE

26 years OLC/35 years total





PROJECT EXPERIENCE

Mary Sue Rich Community Center at Reed Place, Ocala, FL
Palm Beach Gardens Golf Club House, Palm Beach Gardens, FL
Palm Beach Gardens On-Call Contract, Palm Beach Gardens, FL
Palm Beach Gardens On-Call Services Contract, Palm Beach Gardens, FL
Palm Beach Gardens Tennis Center Clubhouse, Palm Beach Gardens, FL
Palm Beach Homeless Resource Center, West Palm Beach, FL
Palm Beach Gardens Burns Road Community Center, Palm Beach Gardens, FL
Palm Coast On-Call Contract, Palm Coast, FL
Palm Coast Southern Recreation Center, Palm Coast, FL
Aqua Crest Pool Complex Renovation, Delray Beach, FL
Lake Nona Performance Club, Orlando, FL
Robert L. Taylor Recreation Center, Sarasota, FL
Bartow Aquatic Center Feasibility Study, Bartow, FL
Dexter Wellness Center, Dexter, MI
Dr. Ann Murphy Knight S.T.A.R.S. Complex Expansion, Fort Myers, FL
Ethos Fitness, Spa & Wellness Center, Midland, NJ
Hamilton Biomechanics Lab, Dalton, GA
Hancock Wellness Center, New Palestine, IN
Institute for Healthy Living at Good Shepherd, Longview, TX
Interlocken Athletic Club, Broomfield, CO
LifeWorks of Southwest General, Middleburg Heights, OH
MC Fitness & Health, Lewis Center, OH
MVP Brownwood, The Villages, FL
MVP Sportsplex, Grand Rapids, MI
MVP Sportsplex, Isleworth, FL
Newtown Athletic Club, Newtown, PA
Oviedo YMCA Remodel, Oviedo, FL
Pro-Health & Fitness Center - Viera, Melbourne, FL
Riverside Health & Fitness Center, Bourbonnais, IL
Roper Emergency Department, Charleston, SC
Sailfish Splash Community Aquatic Park, Stuart, FL
Sarah Bush Lincoln Wellness Center, Mattoon, IL
Stone Creek Club & Spa, Covington, LA
Sugar Mill Athletic Club, Youngsville, LA
The Atlantic Club, Red Bank, NJ
Wellness Village Mixed-Use Development, Baton Rouge, LA
Wesley Chapel Wellness Center, Wesley Chapel, FL

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)



MICHAEL ST. JOHN, AIA, LEED AP BD+C

PRINCIPAL | PROJECT ARCHITECT

Michael is Project Architect and has a wide range of project experience in the municipal, education, recreation, and healthcare sectors. As an integral part of any project team, Michael is able to perform many important duties throughout the entirety of the project; such as schematic design, detailed construction documents, and construction administration.

Through his work, it is evident Michael has a passion for sustainability; as he is a certified LEED Accredited Professional and has previous project experience working on LEED Platinum projects. He strives to create sustainable design that resembles the client's vision and goals for the project, all while maintaining a budget.

EDUCATION

University at Buffalo, The State University of New York
Master of Architecture

University at Buffalo, The State University of New York
Bachelor of Science in Architecture

REGISTRATIONS/AFFILIATIONS

Licensed Architect - FL
American Institute of Architects (AIA)
LEED® AP Building Design + Construction
LEED Green Associate

BUSINESS INFORMATION

Mike St. John, Principal, Architect
mstjohn@olcdesigns.com
407.992.0470 (o) 315.409.3472 (c)
2295 S. Hiawassee Road Suite 310
Orlando, Florida 32835
FL License #99965

YEARS OF EXPERIENCE

3 years OLC/10 years total

PROJECT EXPERIENCE

Aqua Crest Pool Complex Renovation, Delray Beach, FL
Palm Beach Gardens Golf Club House, Palm Beach Gardens, FL
Palm Beach Gardens On-Call Contract, Palm Beach Gardens, FL
Palm Beach Gardens Tennis Center Clubhouse, Palm Beach Gardens, FL
Palm Coast On-Call Contract, Palm Coast, FL
Palm Beach Gardens Burns Road Community Center, Palm Beach Gardens, FL
Palm Coast Racquet Club Master Planning, Palm Coast, FL
Mary Sue Rich Community Center at Reed Place, Ocala, FL
Lake Nona Performance Club, Orlando, FL
Disney Boardwalk Inn Resort Lobby Renovations, Orlando, FL
Disney Boardwalk Inn Resort Tenant Renovations, Orlando, FL
Disney Caribbean Beach Resort Room Renovations, Orlando, FL
Disney Grand Floridian Resort Villa Renovations, Orlando, FL
Disney Hilton Head Island Resort Exterior Modifications, Hilton Head, SC
Disney Hilton Head Island Resort Room Renovations, Hilton Head, SC
Disney Polynesian Resort Room Renovations, Orlando, FL
Disney Polynesian Resort Room Renovations, Orlando, FL
Borland Groover Ambulatory Surgery Center, St. Augustine, FL*
Clay Eye Physicians and Surgeons Flagship Facility, Orange Park, FL*
Embry Riddle Aeronautical University Dorms, Phase 2, Daytona Beach, FL*
Good Samaritan Society Health Care Center (ASL), Kissimmee, FL*
Hancock Gateway Park South Wellness Center & Medical Office Complex, Greenfield, IN
Hancock Wellness Center, New Palestine, IN
Homeless Resource Center, West Palm Beach, FL
Jacksonville University Health Science Building, Jacksonville, FL*
Jacksonville University Lacrosse Facility, Jacksonville, FL*
Jacksonville University Swisher Gym Renovation, Jacksonville, FL*
Lake County Courthouse Expansion, Waukegan, IL*
Long Beach Court Building, Long Beach, CA*
Los Angeles Federal Courthouse, Los Angeles, CA*
North Florida School of Special Education Expansion, Jacksonville, FL*
Oneida Healthcare Cancer Center, Oneida, NY*
Oneida Healthcare Linear Accelerator Building, Oneida, NY*
Onondaga Nation Box Lacrosse Pavilion, Onandaga Nation Territory*
Onondaga Nation Youth Center, Onondaga Nation Territory*
Saratoga-Schenectady Endoscopy Center, Saratoga, NY*
Syracuse Orthopedic Specialists Route 57 Offices, Clay, NY*

**Project experience prior to joining OLC.*





Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)



TANIA PARADA

SENIOR INTERIOR DESIGNER

Tania is a Senior Interior Designer at OLC. She collaborates on Interior Design projects from design concepts all the way through construction administration.

Tania has worked extensively in the luxury hospitality industry, designing restaurants, bars, spas, meeting/ballroom venues, for new construction, as well as hotel renovations. She is also experienced in municipal recreation facilities and is currently working on the Burns Road Community Center for Palm Beach Gardens.

Through her diverse background, she is effective in bridging the gap between architecture and interior design. She is passionate about creating beautifully unique spaces that are functional, timeless, and memorable.

EDUCATION

International Academy of Design and Technology
B.A. Interior Design

Private University of Santa Cruz, Bolivia
B.A. Architecture

BUSINESS INFORMATION

Tania Parada, Senior Interior Designer
tparada@olcdesigns.com
407.992.0470 (o) 404.936.0252 (c)
2295 S. Hiawassee Road Suite 310
Orlando, Florida 32835

YEARS OF EXPERIENCE:

>1 years OLC/8 years total

PROJECT EXPERIENCE

Palm Beach Gardens Burns Road Community Center, Palm Beach Gardens, FL
Beaver Creek Lodge, Autograph Collection by Marriott, Beaver Creek, CO
Glenwood Hot Springs Lodge Restrooms, Glenwood Springs, CO
Silverthorne Pavillion, Silverthorne, CO
Frisco Slopeside Hall, Frisco, CO
Cape Canaveral Beach Resort, Cape Canaveral, FL*
Capital Creek at Heritage, Wake Forest, NC*
Capital Crest, Savannah, GA*
Capital Crossing at Whitehall, Charlotte, NC*
Casa Monica Hotel, St. Augustine, FL*
Crowne Plaza Universal, Orlando, FL*
Daytona Beach Resort, Daytona Beach, FL*
Delta Hotel by Marriott, Orlando, FL*
DoubleTree Central Park, Denver, CO
DoubleTree Denver Towers, Denver, CO
Grand Bogemian Hotel, Savannah, GA*
Grand Bohemian, Greenville, SC*
Grand Bohemian Hotel, Orlando, FL*
Lake Tahoe Ridge Resort, Stateline, NV*
Mount Ascutney Resort, Brownsville, VT*
Orange Lake Resort, Orlando, FL*
Orlando Breeze Resort, Orlando, FL*
Residence Inn & SpringHill Suites by Mariott, Greenville, NC*
The Castle Hotel, Autograph Collection by Marriott, Orlando, FL*
The Mansion at Forsyth Park, Savannah, GA*
Vyce Lounge, Orlando, FL*

**Project experience prior to joining OLC.*





Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

NFC Landscape Architects

LANDSCAPE ARCHITECTURE

Founded in 2006, NFC Landscape Architects, Inc. (NFC) comprises (4) seasoned Landscape Architects, (2) Landscape Designers, (2) Irrigation Designers, (1) Urban Planner, (1) Arborist, (1) Public Art Specialist and (2) Ecological Scientists. NFC specializes in public sector projects, park and recreation planning & design and community centers all with a focus on sustainable design formats. Our creative designs feature ecologically oriented native plants that give a "sense of place", enhance the ecology of the project site, attract birds and butterflies, conserve water and reduce maintenance costs. NFC Landscape Architects, Inc. is a proactive firm that believes in collaborative design and aesthetic exteriors that compliment building architecture, provide outdoor gathering nodes and enhances the lives of residents.

Communities and neighborhoods with distinctive parks, community centers and public spaces create a strong sense of place and connect residents with what is unique about their setting, history and culture. We emphasize a comprehensive, holistic landscape and water conservation irrigation design approach integrating landscape and structures for cost effective and creative solutions - always in an environmentally sustainable manner.

KEY PERSONNEL

KARINA VEAUDRY, RLA

LANDSCAPE ARCHITECT OF RECORD



EDUCATION
University of Florida
Bachelor of Landscape Architecture

REGISTRATIONS
Registered Landscape Arch: FL

Ms. Veaudry brings 32 years of experience and leadership in the field of park planning, park design, recreation programming and municipal Landscape Architecture to the team. She completes projects from conceptual design through construction documents and has co-authored a state-wide model sustainable landscape ordinance. Karina has focused her career on ecologically oriented, design formats and now teaches CEU courses in innovative Low Impact Development techniques and bio-retention with a focus on high visibility/low maintenance places.

KEY PROJECTS

Holland Park, Palm Coast, FL
Gulf Coast State College Vegetated Roof and Interior Plantings, Panama City, FL
Ferndale Preserve Passive Park System and Trails Master Plans, Lake County, FL
Wooton Park Renovation and trailhead and TAV LEE Trail alignment, Tavares, FL
Crane's Roost park expansion, Altamonte Springs, FL
Lakeside Park, Osceola County, FL
Quail Hollow Park, Kissimmee, FL
Oak Street Park Renovation and Community Center, Kissimmee, FL
Denn John Park Expansion, Kissimmee, FL
Valencia College Landscape Master Plan – East, West and Osceola Campuses, Orlando/Kissimmee, FL
Wilton Manors Complete Streets Project, Wilton Manors, FL
SR 434 (Winter Springs Boulevard) Streetscape Beautification, Winter Springs, FL
Gore Street Beautification and Roadway Improvements, Orlando, FL
Orlando Wetlands Park Environmental Education Center, Orlando, FL
Cecil Field Recreation Complex, Jacksonville, FL
Chambers Park Renovation and Community Center, Kissimmee, FL
Trotter's Park, Orlando, FL
Shadow Bay Park Master Plan and Renovation, Orlando, FL
Brevard County Greenways and Trails Master Plan team, Brevard County, FL
UpTown Altamonte streetscape and Crane's Roost Park Expansion, Altamonte Springs, FL
Brevard County Sandrift Community Center, Titusville, FL
Rainforest Splashpad, Buena Ventura Lakes, FL



Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

CHASTAIN SKILLMAN

CIVIL ENGINEERING / SURVEY

Chastain-Skillman, Inc. (CS) is headquartered in Lakeland, Florida with offices in Orlando, Florida and Brentwood, Tennessee. CS was established in 1950 and is a business licensed to perform Engineering and Surveying. We have a staff of 70 professionals and our engineers are licensed in 30 states. CS's in-house services include Civil Engineering, Environmental Engineering, Water and Wastewater Engineering, Geology/Hydrogeology, Construction Management/Inspections, and Land Surveying.

CS has a great deal of experience in public works engineering, serving numerous municipalities throughout Florida, many of whom for over 40+ years. CS engineers handle projects from start to finish; from initial feasibility studies, to zoning and land use consultation, to complete site work design and permitting, and ultimately through final construction. Services include: Feasibility Studies/Conceptual Design, Civil Sitework,Roadway/Pavement Design, Utility Studies, Layout & Design, Stormwater Management, Parks & Recreational Facilities Design, Streetscape Design, Land Surveying, Construction Administration Services.

KEY PERSONNEL
LEONARD E. ARNOLD, JR., PE, LEED AP
COO, PRINCIPAL-IN-CHARGE



EDUCATION
Tennessee Tech University
B.S. Civil Engineering

REGISTRATIONS
Licensed PE: FL, GA, IL, KS, KY, LA, MD, MI, MS, MO, NC, NH, NJ, NV, OK, OR, SC, TN, TX, UT, VA, WA, Washing D.C.

Mr. Arnold is the Chief Operating Officer at Chastain-Skillman and brings over 36 years of experience in civil, transportation, utility, stormwater, and municipal engineering. He has completed the design and management of various sidewalks, roadways, site development and utility relocation projects.

KEY PERSONNEL
SERGIO GARCIA, EI
ASSISTANT DIR. OF CIVIL ENGINEERING/ PROJECT MANAGER



EDUCATION
University of Central Florida
B.S. Civil Engineering

REGISTRATIONS
Engineering Intern: FL

Mr. Garcia has over 20 years of civil engineering experience where he has been actively involved in the design of municipal facilities, educational facilities, and commercial, residential, and industrial land development projects throughout Florida. His experience includes public and private sector clients where he is responsible for taking projects from inception through design, permitting, and construction.

KEY PERSONNEL
GORDON P.R. LAND, PSM
DIRECTOR OF SURVEY



EDUCATION
Tennessee Tech University
B.S. Civil Engineering

REGISTRATIONS
Licensed PE: FL, GA, IL, KS, KY, LA, MD, MI, MS, MO, NC, NH, NJ, NV, OK, OR, SC, TN, TX, UT, VA, WA, Washing D.C.

Mr. Land has 31 years of experience in comprehensive land surveying services, including preparation of topographic surveys, ALTA surveys, boundary surveys, GPS, control surveys, written legal descriptions, aerial targeting, aliquot sectional surveys, right-of-way surveys, construction staking, and platting. His diverse background includes projects in both the public and private sector markets.

KEY PROJECTS

Polk County Sheriff's Office Burnham-McCall Training Facility, Polk County, FL
Kathleen Road Fire Station, Lakeland, FL
Lakeland Fire Training Facility, Lakeland, FL
Hardee Count Agri-Civic Center, Hardee County, FL
Nalcrest Fire Station, Lake Wales, FL
Masterpiece Fire Station, Lake Wales, FL
Lake Elbert Trail, Winter Haven, FL
Lake Myrtle Park Sports Complex Expansion, Auburndale, FL
Park Avenue Connector Trail, Lake Wales, FL
Se7en Wetlands Phase 3 – Trails, Lakeland, FL
Northeast Regional Park Baseball Complex Expansion, Davenport, FL
Hardee Lakes Park Splash Pad, Hardee County, FL
Sebring Parkway Phase 3, Highlands County, FL
East Gay Street & Holland Avenue CDBG Sidewalk Improvements, Bartow, FL
County Line Road Water Main Extension, Lakeland, FL
Center Hill Rd Bridge/Culvert Design, Hardee County, FL
Wauchula Drainage Channel, Wauchula, FL
Park Ave Streetscape and Market Plaza, Lake Wales, FL
County Road -665 Widening & Resurfacing, Hardee County, FL

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

STRUCTURAL ENGINEERING

Advanced Structural Design, Inc. (ASD) is a certified MBE, LDB and DBE structural engineering firm based in Winter Park, Florida. Established in 2004, ASD has a staff of 14 employees. We have 7 structural engineers, including 4 licensed professional engineers (PE). Our senior engineers, each with over 20 years of experience are engaged in the day-to-day activity of every project.

With the highest degree of integrity and professional engineering standards, our mission is to provide comprehensive structural engineering and inspection services for architects, owners, developers, builders, contractors, planners and governmental agencies. ASD works in a wide variety of sectors from schools, community centers, multifamily, retail, themed attractions, hospitality, aviation, sports venues, entertainment and more. ASD is committed to working with each client with personal and professional attention.

Our team will always provide the finest customer service and the best structural consultation possible for each project through its completion. Our approach is to understand the project goals through clear communication with the project stakeholders in order to ensure a successful project. Using that experience and knowledge we study the design alternatives for structural longevity, ease of construction, with economical consideration, to best achieve the project goals.

KEY PERSONNEL

CARLOS HERNANDEZ, PE, SE

PROJECT MANAGER, STRUCTURAL ENG.



EDUCATION
University of Central Florida
B.S. Structural Engineering

REGISTRATIONS
Licensed PE: FL

Carlos Hernandez is a Principal at Advanced Structural Design, Inc. with 23 years of experience in various aspects of project management, structural engineering analysis and Inspection. His experience and attention to detail allows for an accurate delivery of construction documents. He stays involved throughout the entire process to ensure a successful project for all the stakeholders.

KEY PROJECTS

Orange County Utilities Operations Center East, Orange County, FL
Inverness Government Center, City of Inverness, FL
Ocoee Lakeshore Community Center, City of Ocoee, FL
Rosemont Community Center Gymnasium, City of Orlando, FL
Haines City Banquet Hall at Lake Eva, Haines City, FL
College Park Community Center, City of Orlando, FL
Orange County Convention Center Continuing Contract
- West Building Office Space Build-Out
- W109-110 Room Renovation
- Envelope Coating
- West Building Dining Hall C Renovation
- Pedestrian Bridge Peer Review
- Husky Booth Floor Loan Analysis
- Interior Advertising Signage
- Curtain Wall Phase 1
- Show Managers Suite

Orange County continuing contract
- Housing Authority Elevator Study



Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Cabral Engineering Inc

MEP ENGINEERING

Cabral Engineering Inc was established in 2019 as an engineering company performing electrical and mechanical engineering for a variety of industrial, commercial and government clients. We are certified Minority Business Enterprise (MBE) with the State of Florida's Office of supplier Diversity. Our staff includes engineers and designers with more than 15 years of MEP experience.

Cabral Engineering Inc provides a core selection of engineering design services. We can help you visualize your project from evaluating utilities with energy impacts and operating costs to providing construction documents in the engineering disciplines of Electrical, Mechanical and Plumbing. The ability for our engineers to have constant communication across disciplines allows projects to flow smoothly, thereby reducing the amount of time needed to complete each discipline. These efficiencies allow us to offer great fees to our clients. Additionally, Cabral Engineering Inc provides project management as well as engineering and utility consulting to help you maintain a full grasp on your projects from "blue sky" to "as-builts".

KEY PERSONNEL
FRANCISCO CABRAL, PE
ELECTRICAL ENGINEER



EDUCATION
North Carolina State University
B.S. Electrical Engineering
M.S. Electrical Engineering
Graduate Certificate in
Renewable Electric Energy

REGISTRATIONS
Licensed PE: FL

Thirteen years of experience in the construction industry primarily focused on the design, construction, and commissioning of technically complex commercial, industrial projects and telecommunications. His experience covers his early days as a telecom splicer through his design and power systems studies as an electrical engineer. Project experience includes commercial buildings, central utility plants, data centers, pharmaceutical, manufacturing and health-care facilities.

KEY PERSONNEL
DANIEL CESAR, PE
MECHANICAL ENGINEER



EDUCATION
University of Florida
B.S. Mechanical Engineering
with Honors

REGISTRATIONS
Licensed PE: FL

Nineteen years of experience in the construction industry with a wide variety of project types. Experience with private and public agencies in the designs, construction, and commissioning of technically complex has provided him with a deep understanding of the diverse needs of the construction process and design process. Experience encompasses commercial, hospitality, institutional/ educational, science and technology, and industrial projects. System experience includes laboratories, clean rooms, biological safety level (containment) facilities, data centers, flammable liquid storage and vivarium, pharmaceutical manufacturing and process, and health care systems.

KEY PROJECTS

Orange County Courthouse, Orlando, FL
Lake Eola Pocket Park, Orlando, FL
Orlando Science Middle School, Orlando, FL
Orlando Science Elementary School, Orlando, FL
Orange County Courthouse Lighting Renovation, Orlando, FL
Amway Center Orlando Experience, Orlando, FL
Luminary Green Park, Orlando, FL
Creative Village Road Improvements, Orlando, FL
Ting Deck at Lake Eola, Orlando, FL
KPMG Sports Venues, Orlando, FL
Orlando Science Middle School, Orlando, FL
Orlando Science Elementary School, Orlando FL
Fire Station 39 - Lake County, FL
Polk County Courthouse, Polk County FL
Orange County Courthouse Lighting Renovation, Orlando, FL
Lake County Fire Stations - #15, #39, #91, #109 Renovations, Lake County, FL
Polk South County Jail Renovation, Polk County FL.
Polk Central County Jail Renovation, Polk County, FL
Polk County Courthouse Renovation, Polk County FL
Christ the King Community Church, Port Orange, FL
Daytona Head Start, Daytona, FL
AdventHealth – X-Ray Equipment Replacement, Zephyrhills, FL

Terracon

ENVIRONMENTAL ENGINEERING

Terracon is a 100 percent employee-owned consulting engineering firm providing quality services to clients. Since 1965, Terracon has evolved into a successful multidiscipline firm specializing in:

- Environmental
- Facilities
- Geotechnical
- Materials

Over its history, Terracon has achieved significant expansion through both internal growth and acquisitions. Terracon currently has more than 6,000 employees in more than 175 locations and 42 states nationwide. Additionally, we partner with our U.S. clients to serve their international needs. The firm's success is further evidenced by a current ranking of 21 in Engineering News-Record's 2022 listing of the Top 500 Design Firms, as compared to a ranking of 38 a decade ago. Terracon's growth is due to dedicated employees who are responsive to clients, provide quality services, and take advantage of opportunities in the marketplace.

Terracon provides services on thousands of projects each year. Our culture, systems, and structure enable us to excel at both small and large projects. By combining our national resources with specific local area expertise, we consistently overcome obstacles and deliver the results our clients expect. Terracon serves a diverse portfolio of private and public clients. By being responsive, resourceful, and reliable, we strive to exceed our clients' expectations for service, solutions, quality, and speed of delivery. Based on a deep understanding of our clients' needs, Terracon's commitment is centered around these key objectives.

Terracon has provided geotechnical engineering, construction materials testing, and/or environmental site assessments for various public safety facilities throughout the State of Florida.

KEY PROJECTS

City of Cocoa On-Call, Cocoa, FL
City of Ormond Beach On-Call, Ormand Beach, FL
City of Palm Bay On-Call, Palm Bay, FL
Confidential Phase II ESA, Cattle Dipping Vat, Green Cove Springs, FL
Contamination and Remediation Site, Bonnet Spring Park, Lakeland, FL
Rosa L. Jones Site, Cocoa, FL
Former Beck Ranch Property, Osteen, FL
Tiger Bay State Forest Raw Water Production Well, Ormond Beach, FL

KEY PERSONNEL
BRIAN BRANDON, PWS
ENVIRONMENTAL DEPT. MANAGER



EDUCATION
University of Central Florida
B.S. Biology

Graduate Certificate,
Wetlands and Water Resource Management

REGISTRATIONS
Licensed PE: FL

Mr. Brandon is the Environmental Department Manager in Terracon's Winter Park Florida office. Mr. Brandon's role at Terracon is to manage project assignments and budgets, prepare proposals and bids for environmental services, and develop clientele in the central and south Florida markets. Mr. Brandon also oversees a group of environmental scientists, engineers, geologists, and industrial hygienists and participates directly in various environmental projects. Mr. Brandon's expertise includes wetland delineation, wetland permitting and compliance, wetland functional assessment and mitigation plans, wetland monitoring, habitat assessments, habitat conservation plans, floral/vegetation surveys, threatened and endangered species surveys, migratory bird evaluations, wildlife monitoring, creation and maintenance of avian protection programs, tribal and agency consultation pursuant to the National Environmental Policy Act (NEPA).

KEY PERSONNEL
ROBERT PENOYER, PE
SENIOR ENVIRONMENTAL ENGINEER



EDUCATION
University of Central Florida
B.S. Environmental Engineering

REGISTRATIONS
Licensed PE: FL

Mr. Penoyer has over 30 years of experience facilitating, training, and managing hazardous and non-hazardous regulatory waste projects and programs for governmental and private clients. Reputation for driving effectiveness of managing complex projects, developing and implementing continuous process improvements and establishing clear project objectives, scope of services, budgets, schedules, project related risk analysis, and resource allocations to best meet the client expectations, and regulatory requirements and constraints. Extensive background managing numerous complex petroleum and/or hazardous waste contaminated site assessment and remediation projects. Adept in fortifying, complying, and maintaining key industry and company standards, specification, and relationships at all levels with clients, regulators, and third parties.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

ANSER ADVISORY

FEASIBILITY

Anser is a national capital program and project management firm that has provided services nationwide to a variety of clients for over 27 years. We exist with a singular purpose to successfully guide projects from concept to closeout by integrating multi-disciplinary skills into a single client solution. At the intersection of thoughtful analysis and creative innovation, we identify and solve the toughest challenges our clients face. We manage projects of every size, complexity and procurement type from public and private institutions, assisting our clients in navigating the planning, procurement, design, and construction process while simultaneously remaining compliant to stakeholder needs and regulatory guidelines. Our team is a diverse and talented staff of over 1,200 professionals nationally, including construction cost estimators, architects, engineers, project managers, financial analysts, procurements specialists and construction auditors. We bring the right resources to our projects at the right intervals of work to best advocate for the projects and our client's needs. One of our many Florida offices is located in Central Florida providing our team a strong knowledge of the local construction market.

KEY PERSONNEL
ANDRAYA LOMBARDI, CSL, MCPPO
PROJECT DIRECTOR



EDUCATION
Wentworth Institute of Technology
B.S. Construction Management

REGISTRATIONS
Certified Construction Manager

Ms. Lombardi has 30 years of experience in engineering and construction management. She develops strong connections with each project constituent, including clients, contractors, public officials, consultants and vendors, and leads project teams to perform at their greatest potential. She has a unique blend of being strategic and hands on, able to define the big picture and dive in and out of the details as needed. She is also highly effective at process creation and has coordinated the development of report processes including project standards, document control, financial tracking and other key project control policies and procedures.

KEY PROJECTS
Orlando International Airport (MCO) South Termninal C Program, Orlando, FL
Function Space Soft Goods Renovation, Orlando, FL
Florida State University Football Operations Facility, Tallahassee, FL
Florida State University Interdisciplinary Commercialization and Research Building, Tallahassee, FL

KEY PERSONNEL
CAMILLE BEEPATH TINEO
PROJECT MANAGER



EDUCATION
Wentworth Institute of Technology
B.S. Architectural Engineering, Minor in Construction Management

With over 20 years of hands-on project and construction management experience, Camille is a proven, detailed and results driven professional. Camille's experience spans a wide range of building construction projects, including occupied renovations of hospitality, commercial, residential, municipal, cultural, and athletic facilities. Throughout each of her projects, Camille has sought to implement a best practices approach, streamlining communications and processes while aligning with the project team and owner's goals and expectations. Camille is skilled at addressing the finite details of projects, including overseeing materials procurement, contract negotiations, budgeting and cost controls, all while exhibiting a high level of problem-solving and strategic thinking. Camille's strong analytical, technical writing, communication, and conflict resolution skills provide a beneficial contribution to each project team, enabling Camille to thrive in any project management environment.

KEY PERSONNEL
JERRY FOSTER
ATHLETIC FACILITIES PROGRAMMING/PLANNING



EDUCATION
Northeastern University
M.S. Sports Leadership

With over 35 years of combined experience in the vital areas of athletic sport performance enhancement, sports medicine and athletic facility planning, design, and management, Jerry Foster provides insight to the elite athlete's needs and desires for the optimum development environment as well as their management's, coaches', and trainers' perspectives on performance enhancement. He has developed an expertise for analyzing facility needs, applying compliance to established standards and investigating best practices and benchmarks pertinent to a particular project's detailed scope. He also possesses a valuable understanding and perspective as to what makes an athletic complex act as the most efficient and useful facility to meet an organization's defined goals and the optimized purpose for the project.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Firm Roles	Key Team Members	Equipment
OLC Architecture Interior Design Aquatic Design	Maged Elsheikh Sam Elsheikh Michael St. John Tania Parada	• 24x7 Cloud projects collaboration between all 3 offices • 25 High end workstations (global) • 30 REVIT suite licenses including 3DSMax, 5 Enscape, 1 Lumion • 25 BIM360 licenses
NFC Landscape Architects Landscape Architecture	Karina Veaudry, RLA Landscape Architect	• (6) CADD Workstations with LandFX, Microstation Office Products, Bluebeam Revu and Project Management Software • (1) Hewlett Packard Office Jet Pro 8710 Printer/Copier/ Scanner • (2) Hewlett Packard DesignJet T210 Large Format Plotter Printer
Chastain Skillman Civil Engineering	Leonard Arnold Jr., PE, LEED AP CEO Gordon Land, PSM Director of Survey Sergio Garcia, Assistant Director of Civil Engineering	• CS equipment includes HP wide-format plotters • 3D Laser Scanner • Survey Trucks • All Terain Vehicles • 15’ John Boat
Advanced Structural Design Structural Engineering	Carlos Henandez, PE, SE Project Manager	• 13 CADD/REVIT Workstations
Cabral Engineering MEP Engineering Fire Protection A/V	Francisco Cabral, PE CEO / Electrical Engineer Daniel Cesar, PE Mechanical Engineer	• (3) CADD Workstations
Terracon Environmental Engineering	Brian Brandon, PWS Environmental Department Manager Robert Penoyer, PE Senior Environmental Engineer	• Terracon owns over $3 million worth of equipment used to provide environmental, geotechnical and materials testing services throughout Florida. • Terracon’s subcontactors have a full list of equipment that is directly applicable to servicing this contract.
Anser Advisory Feasibility	Andraya Lombardi CSL, MCPPO Project Director Camille Tineo Project Manager Jerry Foster Athletic Facilities Program & Planning Manager	• Vehicle with optional safety • lighting • Personal protective equipment (PPE) • Tape Measure, Builder’s/Laser Level, Straight Edge, Measuring Wheel, String Lines, and Stakes

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

RELEVANT PROJECTS

OLC currently holds multiple on-call contracts with Cities and Counties in Florida. The projects shown on the following pages are just a few examples of our on-call contract assignments over the past 5 years, or other municipal projects with similar elements to the projects expected to stem from this contract. References are included on the detailed project sheets that follow.



Burns Road Community Center, Palm Beach Gardens, FL



Infinity Park, Glendale, CO

City of Palm Beach County Aqua Crest Pool, Palm Beach County, FL
City of Palm Beach Gardens On-Call Services Contract, Palm Beach Gardens, FL
City of Palm Beach Gardens Tennis Center Clubhouse, Palm Beach Gardens, FL
City of Palm Beach Gardens Par 3 Golf Clubhouse, Palm Beach Gardens, FL
City of Palm Coast On-Call Services Contract, Palm Coast, FL
City of Palm Coast Southern Recreation Center, Palm Coast, FL
Palm Beach County Homeless Resource Center, West Palm Beach, FL
Manatee County On-Call Services Contract, Manatee County, FL
Brevard County On-Call Services Contract, Brevard County, FL
Palm Beach Gardens Burns Road Community Center, Palm Beach Gardens, ,FL
City of Glendale Infinity Park Municipal Complex, Multiple Projects, Glendale, CO
City of Sarasota Robert L. Taylor Community Center, Sarasota, FL
City of Ocala Mary Sue Rich Community Center, Ocala, FL
City of Fort Myers Dr. Ann Murphy Knight STARS Complex Expansion, Fort Myers, FL
City of Grand Junction Orchard Mesa Pool, Grand Junction, CO
City of Arvada Meyers Pool Complex, Arvada, CO
Town of Berthoud Town Park Masterplanning and Splash Pad, Berthoud, CO
Campbell County Recreation Center, Gillette, WY
City of Laramie Recreation Center Expansion and Remodel, Laramie, WY
Town of Castle Rock Recreation Center Fitness and Aquatic Addition, Castle Rock, CO
Town of Widefield Community Recreation Center Feasibility Study, Fountain, CO
Town of Silverthorne Recreation Center Remodel/Re-use, Silvethorne, CO
City of Lakewood Glennon Heights Pool, Lakewood, CO
Larimer County Equestrian and 4H Facility, Loveland, CO
City of Rifle Aquatic Facility Study and Pool Renovation, Rifle, CO
City of Spearfish Aquatics Center, Spearfish, SD
City of Commerce City Paradice Island Water Park, Commerce City, CO
Town of Estes Park Estes Valley Community Recreation Center, Estes Park, CO
Holland Community Aquatic Center, Holland, MI
Oviedo YMCA Renovation, Oviedo, FL
West River Community Recreation Center, Dickinson, ND

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

PALM COAST SOUTHERN RECREATION CENTER

PALM COAST, FLORIDA



SIZE
22 Acres, 8,700 sf Indoor, 6,200 sf Covered Viewing

COST
$5.5 M

COMPLETION
March 2021

FIRM'S ROLE
Architect of Record, Master Planning, Concept Design

CLIENT CONTACT
City of Palm Coast
Carl Cote, Dir. of Stormwater & Engineering,
386.986.3748 or
603.867.0790
ccote@palmcoastgov.com

PROJECT DESCRIPTION

The Palm Coast Tennis Center (PCTC), a USTA National Award Winner for the Outstanding Small Public Facility, offers tennis enthusiasts 10 Hydro-grid clay courts lighted to tournament standards. Home of the USTA Futures Men's Tournament, the PCTC delivers a quality facility for players of all ages and abilities. A master plan for a section of the property was completed around 2004 and in 2007 the initial development of the tennis center was constructed. Since the development of the tennis center, the needs of the community have changed. City Council directed staff to modify the master plan to utilize the remaining available lands to create a Regional Racquet Center. OLC was retained by the city to provide the master plan, which includes adding 5 Hydro courts to complement the existing 10 courts. In addition to a stadium court, the center will also include 6 hard courts, 4 Junior tennis courts and training hitting wall. Also included is a 17 pickle ball court of which 7 are covered with plans to cover an additional 6 courts. There will be a maintenance building, several shade structures, 30'X40' pickleball gazebo, and the main club house with 8,700 sf of indoor space and 6200 sf of outdoor spaces. The Clubhouse will house retail, food and beverage, admin, lockers, a multi-purpose room and fitness spaces.

In addition, OLC has completed additional projects under our City of Palm Coast's On-Call services contract including:

City Hall Exterior Canopy
As part of the on-call contract, the City of Palm Coast requested to design an exterior canopy to provide an outdoor space to be used by staff connected to the break room.



City Hall Rain Garden
As part of the on-call contract and the outdoor enhancement, the OLC team was also retained to provide a rain garden.

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PALM HARBOR GOLF CLUBHOUSE

PALM COAST, FLORIDA



SIZE
10,000 sf

COST
TBD

COMPLETION
TBD

FIRM'S ROLE
On-Call Contract for Master Planning, Concept Design

CLIENT CONTACT
City of Palm Coast
Carl Cote, Dir. of Stormwater & Engineering,
386-986-3748 or
603-867-0790
ccote@palmcoastgov.com

PROJECT DESCRIPTION
As a part of the on-call contract with Palm Coast, OLC worked with the City to revisit the master planning of the Golf course, new golf clubhouse, relocation of driving range and golf cart parking building.

The master planning was completed and the City will include the project in the CIP for funding and implementation in future years.





Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

PBG BURNS ROAD AQUATIC CENTER POOL HOUSE

PALM BEACH GARDENS, FL



SIZE
4,500 sf

COST
$3.5 M

COMPLETION
2023

FIRM'S ROLE
Architect of Record

CLIENT CONTACT
City of Palm Beach Gardens
Angela Brown, Director of Public Services
561.804.7010
abrown@pbgfl.com

PROJECT DESCRIPTION
OLC is providing Design/Build services for an aquatics center building to replace the existing pool house and lifeguard building, to expand its aquatic offerings and to fulfill resident's needs. The project will have a well-defined entry with check-in area with sufficient control that is segregated from other community center functions. Patrons will have the ability to reach aquatic destination without checking in at the community center first. Sizable, dividable and flexible locker room will accommodate 2 different teams during swim meets, and they can be separated to provide recreational lockers verse adult/ team lockers.





Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

PALM BEACH GARDENS BURNS ROAD COMMUNITY CENTER

PALM BEACH GARDENS, FLORIDA



SIZE
57,400 sf

COST
$32 M

COMPLETION
2024

FIRM'S ROLE
Architect of Record
Interior Design

CLIENT CONTACT
City of Palm Beach Gardens
Angela Brown, Director of Public Services
561.804.7010
abrown@pbgfl.com

PROJECT DESCRIPTION

For the Burns Road Community Center, OLC initially worked on Phase 1 to build a new pool house that included control, lifeguard offices, locker rooms, and storage. OLC was also awarded Phase 2 and 3 to expand and renovate the existing 43,300 sf community center.

The proposed design allowed for the demolition of a portion of the existing building, for the new 2-story expansion of 29,420 sf, changing the image of the facility to a more modern look, providing additional amenities and office spaces. Phase 3 included the renovation of 28,000 sf of the existing building by converting it into a certified daycare for infants to 4 years, as well as an after school program, and media center.

OLC recommended reducing the design stage schedule by carrying out the design and documentation in two separate packages in parallel and based on the bid outcome, the client will have the option to proceed with Phase 2 and delay Phase 3 until the funds got secured or proceed with both phases together.





Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

VILLAGE OF WELLINGTON AQUATIC COMPLEX

WELLINGTON, FLORIDA



SIZE
TBD

COST
$23 M

COMPLETION
2025

FIRM'S ROLE
Architect of Record

CLIENT CONTACT
Village of Wellington
Jonathan Reinsvold
Village Engineer
561.791.4052
jreinsvold@wellingtonfl.gov

PROJECT DESCRIPTION

The Village of Wellington Aquatic Center is a state of the art aquatic facility design to serve the Village residents and surrounding communities, the facility will offer 4 pools that will cover both competitive and recreational needs. The main competition pool is a 50 meter 7' deep competition pool, with timing system and score board and water polo goals, adjacent to the competition pool an 11' deep diving well with 2 one meter diving board and one 3 meter diving board, with climbing wall, additionally a 6-lane 25 yard multi-purpose pool is planned to serve as learn to swim, water exercise and as a competition warmup pool. Lastly the zero-depth entry pool with play structure, spray features, vortex, and jetted seat is included to accommodate the recreational needs of the community.

The pools will be served by an approximately 10,000 sf air-conditioned pool house including full concession stand, party rooms, locker rooms, individual family changing rooms, admin and support spaces. The building will have an extensive covered overhang and a separate pool equipment building and covered equipment yard. The pools are surrounded by amble deck space with several large shade structures, spectator seating, large shade umbrellas, and rental cabanas, a picnic area and volleyball court and parking facilities for vehicles, buses and bicycles. area and volleyball court and parking facilities for vehicles, buses and bicycles.





Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

PALM BEACH GARDENS TENNIS & PICKLEBALL CENTER

PALM BEACH GARDENS, FLORIDA



SIZE
Multiple On-Call Projects

COST
TBD

COMPLETION
On Call 2020 - 2025

FIRM'S ROLE
Architect of Record

CLIENT CONTACT
City of Palm Beach Gardens
Angela Brown
Dir. of Public Services
561.804.7010
abrown@pbgfl.com

PROJECT DESCRIPTION

OLC recently served as the Architect of Record for the11,000 sf **Palm Beach Gardens Tennis & Pickleball Center**. The City staff and citizens were delighted with the final building design and the highly responsive services provided by OLC throughout the project's design and construction.

When the City issued an RFP for a **Continued Services Contract**, OLC submitted alongside 82 other respondents. OLC's prior service level and quality of design propelled us to be one of only 5 Architects selected. The contract is valid for 5 years, beginning November 2020, and active for projects under $4 million.

As part of this contract, in February 2021, OLC was awarded an assignment to adapt the design for the Palm Beach Gardens Tennis Center, to serve as the **Par-3 Golf Club House**, involving an approximately 50% change in the original design. That work is currently in progress at 100% Design Development.

The continued contract for Palm Beach Gardens, was also used by the City of Palm Coast as a Piggyback; to provide Master Planning Services and concept plans for the **expansion of the Racquet Center.** The project includes increasing the tennis court count from the current 10 courts to 25 courts; the addition of 16 Pickle ball courts; and a new 10,000 sf Tennis Clubhouse.



This master planning work was completed in March 2021. Subsequently, an RFP has been issued based on the Master Plan Work to provide full Architect of Record Design services.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

MARY SUE RICH COMMUNITY CENTER

OCALA, FLORIDA



SIZE
41,750 sf

COST
$8.3 M

COMPLETION
Fall 2022

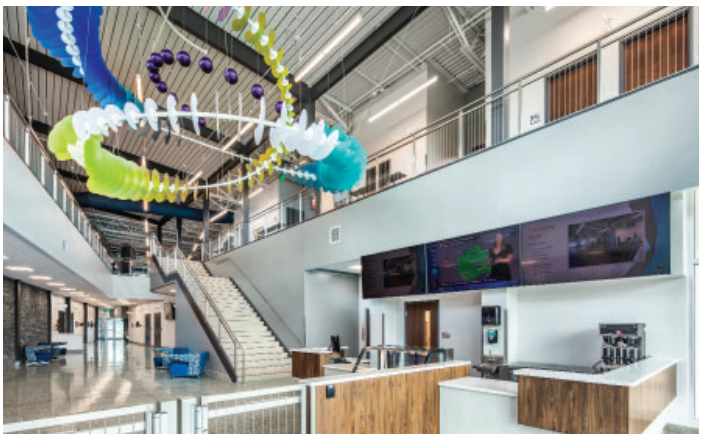
FIRM'S ROLE
Architect of Record
Interior Design

CLIENT CONTACT
City of Ocala
Sean Lanier, City Engineer
352.629.8366
slanier@ocalafl.org

PROJECT DESCRIPTION

This new two-story building will be the hub of the community serving a diverse age population with designated indoor spaces for senior, youth and family programs. The facility will include a 400-seat banquet/event space that can be divided into three rooms and a kitchen that will serve senior meals and kid's after school meals, in addition to catering and public cooking options.

Health and wellness facilities include an open fitness area, indoor walking track, two multipurpose studios with operable partitions for larger mind/body and dance studio groups; two full basketball court gymnasiums with 120-person bleachers for each court; indoor playground with connection to one of the courts to be used for camps; senior studio and multipurpose room, library and media center, and huddle rooms for tutoring and health advice. In the future, the City will be adding outdoor spaces, including an outdoor playground and event lawn, and community garden.





Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

PALM BEACH GARDENS PAR-3 GOLF CLUB HOUSE

PALM BEACH GARDENS, FLORIDA



SIZE
12,400 sf

COST
$5.5 M

COMPLETION
In progress as part of On-Call Services Contract

FIRM'S ROLE
Architect of Record
Interior Design

CLIENT CONTACT
City of Palm Beach Gardens
Angela Brown, Director of Public Services
561.804.7010
abrown@pbgfl.com

PROJECT DESCRIPTION

OLC is providing Architecture and Interior Design services for a new Golf Club House for the City of Palm Beach Gardens. OLC recently served as the Architect of Record for the11,000 sf Palm Beach Gardens Tennis Center. The City staff and citizens were delighted with the final building design and the highly responsive services provided by OLC throughout the project's design and construction.

OLC was subsequently selected for a ***5-year Continued Service Contract***, which led to the award of this project, which will adapt the design for the Palm Beach Gardens Tennis Center, to serve as the Par-3 Golf Club House, involving an approximately 50% change in the original design. That work is currently in progress at 100% Design Development.





Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

OVIEDO YMCA FIRST FLOOR REMODEL

OVIEDO, FLORIDA



SIZE
15,700 sf

COST
$3.2 M

COMPLETION
2018

FIRM'S ROLE
Architect of Record
Interior Design

CLIENT CONTACT
YMCA of Central Florida
Nicole Micheli, Director of Planning
407.896.9220
nmicheli@cfymca.org

PROJECT DESCRIPTION
The YMCA of Central Florida engaged OLC to transform their Oviedo facility, which was aging and suffering from dysfunctional arrangement of spaces and very small uninviting locker rooms. The final design includes repurposing the majority of the first floor to provide a functioning, well designed and attractive facility. Upgrading the lobby provides for a great first impression as you walk into the facility, signaling that you are entering a high class, high energy space, followed by a wide open, easy to manage and easy to access child development area. In additional to relocating the spin room and teen room, and remodeling the administrative spaces, the project also includes enlarged and spacious locker rooms for both men's, women's, and family changing.

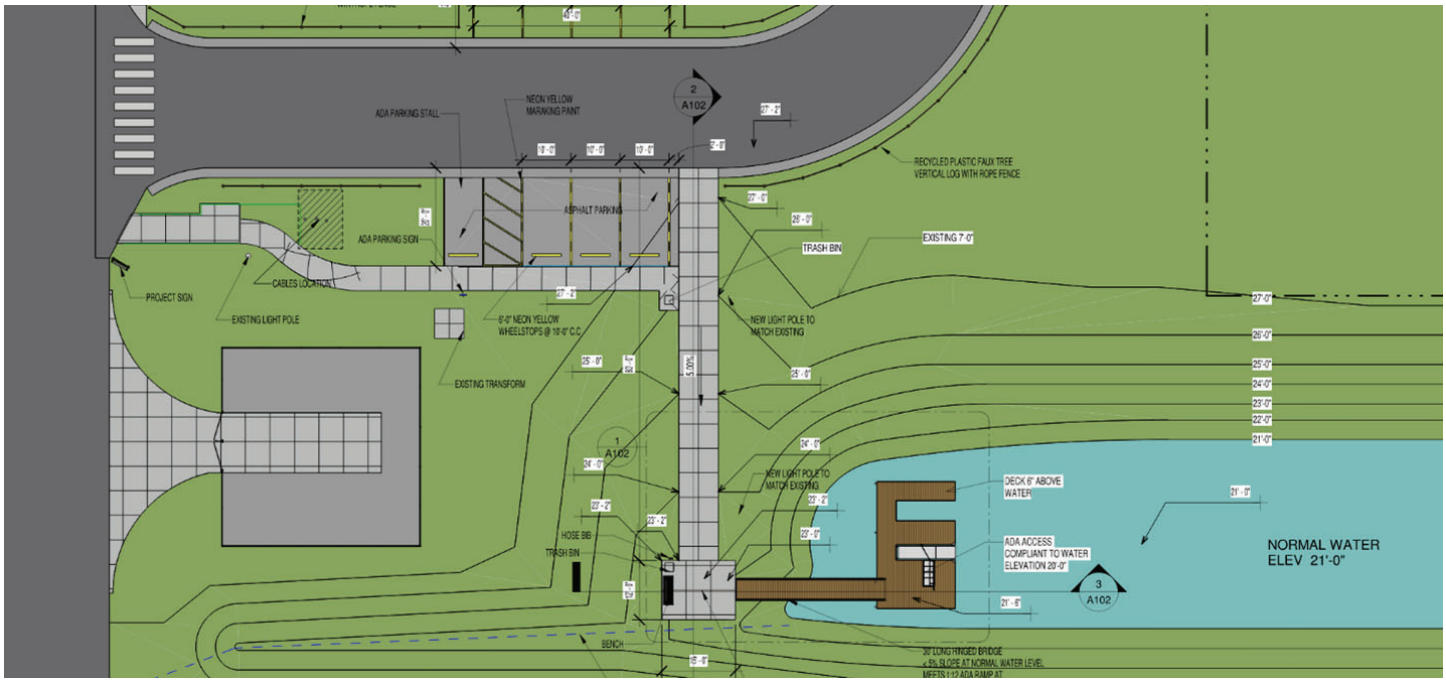




Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

PALM COAST KAYAK LAUNCH & WALL REPLACEMENT

PALM COAST, FLORIDA



SIZE
Multiple Projects

COST
TBD

COMPLETION
Multiple Projects - TBD

FIRM'S ROLE
Architect of Record, Master Planning, Concept Design

CLIENT CONTACT
City of Palm Coast
Carl Cote, Dir. of Stormwater & Engineering,
386-986-3748 or
603-867-0790
ccote@palmcoastgov.com

PROJECT DESCRIPTION

OLC has completed additional projects under our City of Palm Coast's On-Call services contract including:

Matanzas Canoe/Kayak Launch
As part of the on-call contract, the City of Plam Coast requested to design a Canoe/ Kayak launch leading to a large lake in addition to asphalt and grass parking for the residents of Palm Coast. (Pictured above)

Palm Harbor Maintenance Building Wall Replacement
As part of the on-call contract, the City of Plam Coast requested an evaluation of 50 linear feet and five perpendicular 12' walls in the maintenance area where they store sand and gravel. A segment of the main wall was broken and the conclusion was to demo the perpendicular walls and the broken segment of the main wall, add rebar and grout to fill the remaining segments' cells, and increase the height. (Pictured below)





Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

PALM BEACH HOMELESS RESOURCE CENTER 2

WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA



SIZE
TBD

COST
$14 M/TBD

COMPLETION
2023

FIRM'S ROLE
Architect-of-Record

CLIENT CONTACT
Fernando DelDago
Palm Beach County
Facilities Development &
Operations Department
561.233.0261
fdeldago@pbcgov.org

PROJECT DESCRIPTION
This interim housing project for the homeless in West Palm Beach County will provide a 90 days transition where they assist in obtaining employment; advise as to where get education; find apartments to rent or share rent and even provide them with basic furniture. The basic program includes offices for counseling and receiving the homeless; dining and community hall. There are 60 bedrooms, each with a bed, wardrobe, and desk. These bedrooms are grouped in pods for men, women, families and male youth and female youth. There will also be 14 beds for transitional drop off for those who stay for 30 days.





Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

WILDWOOD COMMUNITY & OUTREACH CENTER

WILDWOOD, FLORIDA



SIZE
31,090 sf

COST
$10.7M

COMPLETION
TBD

FIRM'S ROLE
Architect of Record

CLIENT CONTACT
Cassandra Smith
Assistant City Manager
352.330.1330
csmith@wildwood-fl.gov

PROJECT DESCRIPTION
Wildwood Community Center is a new 30,000 sf community center that will serve the residents of the City of Wildwood and fulfill its growing demand for indoor activities. The project will consist of a double gym that can host basketball, volleyball, pickleball, and bleachers for spectators. It will also provide a banquette/multi-purpose hall for 150 people, a seniors game room, a learning center, an art room, and a teens studio in addition to an elevated 15 lap/mile walk/jog track. The facility will be the home for the parks and recreation department's employees in addition to the police outreach program.





Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

PROJECT UNDERSTANDING

OLC understands that the City of Holly Hill's primary objective for this on-call contract is to select a firm to act as an extension to the City's resources, by providing services assigned under the term of the contract. We understand this will be on an assignment by assignment basis for projects commencing out of this contract.

OLC was established in 1961 and has focused on fitness, wellness, and hospitality for the last 40 years and both Senior principals on the team have more than 30 years of experience in these fields, while all team members proposed for this project have over 5 years of experience in architecture, interior and aquatic design for municipal parks and recreation projects, municipal buildings, and hospitality projects. We have included examples of these in Tab II.



We have put together a comprehensive and diverse team of consultants to perform the work required of this contract.

Our team – OLC Architecture, Interiors and Aquatics (OLC), Chastain Skillman (Civil Engineering/Survey/ArcGIS), Advanced Structural Design (Structural Engineering), Cabral Engineering (Mechanical, Electrical, Plumbing, IT), Cost-Engineers (Cost Estimating), NFC (Landscape Architecture), and Terracon (Environmental) will work side-by-side with the City of Holly Hill to deliver any project stemming from this contract.

TEAM MANAGEMENT

Our team is a collaborative group that understands that every project is unique. We have decades of the exact same experience that is critical for a successful outcome for the City of Holly Hill on-call projects. We are adept at providing solutions for ground-up, renovation, and additions to municipal facilities across the US. Our role as your design professionals is to come to the table with a fresh mindset, engage with the City, the City's project managers, the stakeholders, and the community to understand the needs truly, wishes, budget, and constraints, and ask the right questions that define the project. We will set the priorities and work within the budget to balance the needs and wishes to provide maximum value to the projects, the City, and the residents.

APPROACH TO COMPLETING PROPOSED WORK

Although each project is unique, OLC would implement this general approach overall and individually adapt to each on-call project as appropriate:

- Designate OLC's project manager and primary contact.
- Establish early-on project parameters and methodologies required for a streamlined process.
- Provide accurate and predictable cost modeling and design response.
- Interact with utility companies, City agencies/departments, and other governmental agencies to ensure regulatory compliance.
- Communicate regulatory and code requirements and interpretations.
- Incorporate comments and receive sign-off before each stage of the contract.
- Document and communicate thoroughly for an accurate record and understanding.
- Close-out procedures

In addition to the On-Call project goals and objectives listed above—augmented as needed based on individual project requirements—OLC implements the following FOUR SYSTEMS on all its projects.

1. Understand the Projects (UP)
OLC will provide the City with architectural/engineering design services. OLC will tailor our services based on the specific on-call project and its unique requirements based on a careful understanding of what the project requires.

2. Quality Control (QC)
We start QC from the beginning of the project, not just at the end of a phase. The goal is to minimize the impact on cost and schedule and improve the design.

QC is an integral part of each project; OLC dedicates 10% of the design budget to QC, which will be performed by the Senior Principal / Project Manager assigned to the project.

3. Cost Management (CM)
Not only is staying on budget a priority, but we also genuinely believe in maximizing value for each dollar spent. That would include creating an efficient plan that maximizes the programming capability within the least square footage. Conduct most of the needed value engineering in the early design phase when it is most effective. Implement OLC's rigorous quality control to minimize potential change orders. Carefully evaluate change order requests throughout construction administration for viability and propose alternate "no-cost" solutions.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

4. Schedule Management (SM)
OLC will lead the process effectively and proactively from project kick-off through construction administration and update periodically to account for clients' revisions and compensate for any critical path items to ensure the overall schedule is met.

ADEQUACY OF RESOURCES

OLC has employees across four offices and three countries. We pull from all resources for all our projects and assignments. However, Maged Elsheikh, Sam Elsheikh, and Mike St. John will be your core team throughout the contract. You will always have the same primary point of contact.

As a specialist in these types of projects, we are accustomed to working on projects throughout USA with projects in 48 states. We currently have 30-40% availability with the staff proposed for this project. We have the capacity and availability now, and commitment over the life of the contract, to take on any project stemming from this on-call contract. In addition to the staff proposed, we have architects, interior designers, administrators, and technical staff available to join the team as needed for any task.

Typical Response Time/Schedule
OLC is committed to meeting the time/ schedule of each assignment; in addition to the core team assigned to this contract, OLC would provide adequate support staff to meet the schedule.

COMPLIANCE WITH ALL STATE CODES & REGULATIONS

OLC has the ADA requirements implemented in every project that we complete. We understand Section 508 of the Rehabilitation Act. OLC completes an internal ADA review and QA review and integrates that knowledge into the interaction with all of its consultants. We also work with sub-consultants to meet the ADA requirements (especially plumbing, electrical, low voltage, and signage). OLC will review all applicable codes pertaining to the project.

ADA Accessibility Conformance Testing Process
ADA Compliance and Quality Control (QC) begins from the project's first stage and is documented at each level, including the Pre-Certification and Final report.

EFFECTIVE COMMUNICATION

Our team is composed of effective communicators that are at ease in front of City meetings, during public presentations, or communicating behind the scenes. But OLC's advantage is that every decision that is made has a documented history, and the team can call upon that history in the decision-making process throughout the life of the Project. This will allow the team always to maintain alignment with the overall project goals.

ERRORS & OMISSIONS

Our team, through the QC/ QA rigorous progress, will aim to reduce the errors and omissions to a minimum. Still, human mistakes and a reasonable contingency will be included in the construction budget to account for such instances and future potential client requirements. In most of our projects, this contingency is back to the client at the end of the project.

CITY COORDINATION, RESPONSIVENESS, & TIMELINESS

The OLC team works nationally, and we're very good at travel coordination and site visits. We have the resources to attend all meetings and events related to these projects, in-person or virtual. OLC is currently or has recently worked on projects in the following municipalities in Florida:

- City of Palm Coast
- Palm Beach County
- City of Palm Beach Gardens
- City of Wildwood
- City of Ocala
- City of Sarasota
- Village of Wellington
- Lake Nona, Orlando
- Orange County
- Manatee County

In addition, OLC is currently working in Colorado, Pennsylvania, Montana, Wyoming, North Dakota, Idaho.

The OLC advantage is: because of the depth of experience of our staff and our interactive process, we can accomplish your goals and provide innovative "out of the box" project solutions that benefit the project outcome in many ways. This saves time and money and, in the end, delivers a facility that surpasses your expectations.

TECHNICAL CAPABILITIES

Our team has decades of the exact same experience that is critical for a successful outcome for on-call projects. Nearby Cities and Counties have witnessed firsthand the enthusiasm and professionalism we bring to our projects.

Quality design and documentation. We will utilize targeted programming to identify needs and delve into your facility's operations. We will be creative and artistic while developing a safe, functional, and beautiful architectural design. We will provide complete, accurate, and coordinated Construction Documents, be diligent during Contract Administration, and provide follow-up support and recommendations during the ongoing facility operations.

The OLC advantage is that with more information about the design and the project's cost, owners can better manage the budget associated with the design and construction phases of the project. The owner benefits from a higher-quality, lower-cost building.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

We are excited to use our team's unique approach to benefit any project resulting from the Architectural Services contract.

ESTIMATING & COST CONTROL

Our cost authority and consultant Cost-Engineer's proactive approach to providing cost and scheduling services assure our clients they are getting the best value for their invested dollar. They provide accurate pricing based upon our local market analysis and an understanding of the national economy.

Our approach to cost management is based on having a regular discussion with the design team, both during estimating stages and also, significantly, in periods between design stages. Our philosophy is based on this 'cost management' approach rather than solely an estimating one. Being proactive and accessible to the design team between scheduled estimating milestones is the best way to:

- Prevent increases in bottom-line estimates as the design evolves.
- Encourage the entire team to contact us for cost checks and advice as they develop details, rather than wait for a design milestone pack – which is often too late.
- Let us speak up when proposed changes alter the agreed-to-cost plan – this may not be apparent to the design team. It will to us early identification of potential cost issues, which in turn reduces the delays and expenses associated with unnecessary VE exercises and redesign, thereby preserving design.

COST CONTROL MEASURES

Managing Cost. Cost-Engineers assist the design team in managing cost and scope to meet the owners' goals and provide real-time cost feedback at any requested time in the design process.

Continuous Cost Management. As significant time can elapse between design milestones in the design process, continually monitoring budget assumptions/goals against the volatile market conditions allows for real-time feedback of any adverse or advantageous issue affecting budget value.

Examples of OLC On-Call Services our team is capable of providing:

- As-built documentation of existing facilities
- Regulatory & Building code analysis and compliance
- ADA compliance: audits, reports, and implementation
- New, remodel, or alteration projects
- Exterior and interior upgrades
- Investigation, analysis, and design recommendations for Building envelope
- Water infiltration, roof, and site drainage
- Structural conditions or failures
- Other building failures or unknown conditions
- Construction cost estimating (budgeting or detailed)
- Aquatics (analysis and design)
- Athletic and recreation facility (analysis and design)

"OLC provided architecture services for our $4 million renovation of the Oviedo YMCA. We are very pleased with the level of service that we received. They listened to our needs and were able to quickly and efficiently translate them to a plan that accomplished all of our goals and objectives.

Their constant availability and lightning quick response time for questions, clarifications, and changes has been very much appreciated and a refreshing change from our experience with other firms. We highly recommend them and look forward to working with them on future YMCA of Central Florida projects."

Nicole G. Micheli, Director of Planning, YMCA Oviedo, Florida



Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)



FIRM'S OFFICE LOCATION AND NUMBER OF EMPLOYEES

III

FIRM'S OFFICE LOCATION AND NUMBER OF EMPLOYEES

Name of Firm and Role	Number of Employees	Office Address	Distance to City Hall (Miles & Hours)
OLC Architecture, Interiors and Aquatics Architect Interior Design Aquatic Design	6 in Orlando (26 Total)	2295 S Hiawassee Rd #310 Orlando, FL 32803	67.4 Miles 1 Hour & 14 Minutes
NFC Landscape Architects Landscape Architect	11	311 South Glenwood Avenue Orlando, FL 32803	56.4 Miles 56 Minutes
Advanced Structural Design Structural Engineering	14	1035 S Semoran Blvd #1019 Winter Park, FL 32792	59.5 Miles 1 Hour & 3 Minutes
Chastain Skillman Civil Engineering	70	4301 Vineland Rd Suite E-7 Orlando, FL 32811	60.6 Miles 1 Hour
Cabral Engineering MEP / FP / AV	3	1058 Palm Cove Dr Orlando, FL 32835	65.5 Miles 1 Hour & 9 Minutes
Terracon Environmental	110	1675 Lee Rd Winter Park, FL 32789	50.5 Miles 51 Minutes
Anser Feasibility Studies	80	280 Wekiva Springs Road Protegrity Plaza, Suite 2070 Longwood, FL 32779	45.2 Miles 48 Minutes



Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

WORKLOAD CHART & AVAILABILITY

Name	Role	Current and Projected Workload			
		Project Name	Project Phase	Time Commitment	Completion Date
OLC Architecture, Interiors and Aquatics					
Maged Elsheikh	Principal in-Charge	Availability for future work		35%	
		Wildwood Community Center	SD/ DD/ CD	25%	Nov-23
		Village of wellington Aquatic Center	DD/CD	25%	Oct-23
		Homeless Resource Center 2 - Palm Beach County	CA	10%	Aug-23
		Burns Road Community Center	CA	5%	Oct-24
Sam Elsheikh	Project Manager	Availability for future work		25%	
		Village of wellington Aquatic Center	DD/CD	25%	Oct-23
		Wildwood Community Center	SD/ DD/ CD	20%	Nov-23
		Burns Road Community Center	CA	10%	Oct-24
		Disney Boardwalk Lobby Renovation	CD	5%	Mar-22
		City of Palm Beach Gardens Pool House	CA	5%	Aug-23
		Southern Recreation Center, City of Palm Coast	CD	10%	Apr-24
Michael St. John	Project Architect	Availability for future work		30%	
		Wildwood Community Center	SD/ DD/ CD	20%	Nov-23
		Disney Caribbean Beach - Trinidad	CD	15%	Mar-24
		Disney Caribbean Beach Room Refresh	CA	10%	Sep-23
		Disney Hilton Head Resort	CA	10%	Dec-23
		Disney Boardwalk Lobby Renovation	CD/CA	15%	Mar-24
Tania Parada	Project Interior Designer	Availability for future work		25%	
		Glenwood Springs Resort	SD/DD/CD	25%	TBD
		Double Tree Denver	SD/DD/CD	25%	Mar-24
		Silverthorne Pavilions	CA	10%	TBD
		Frisco Slopside Hall	CD/CA	10%	TBD
		Silverthorne Locker Rooms	DD/CD	5%	TBD
NFC Landscape Architects					
Karina Veaudry	Landscape Architect	Availability for future work		30%	
		Mandala Village PD	SD/DD/CD	20%	Apr-23
		University of Central Florida Creative Village	DD/CD	15%	Dec-23
		Osceola Hammock Preserve	DD/CD/CA	25%	Oct-24
		Immokalee Readiness Center	DD/CD	15%	Mar-24
		Brixton Recreation Amenities	DD/CD	20%	Dec-23
Chastain Skillman					
Lennie Arnold	Principal in-Charge	Availability for future work		45%	
		Boone/Orlando Expansion	SD	10%	Dec-23
		Tavares Public Works	CA	5%	May-24
		Raulerson Drainage Study	SD	20%	Oct-23
		Kathleen Road Hotel	SD	15%	Aug-23
		Lakeland Se7en Wetlands Phase 3 Trails	CD	5%	Dec-23
Sergio Garcia	Project Manager	Availability for future work		35%	
		CBA/Merritt Island	DD	5%	May-23
		CBA/Riverview	CD	10%	Sep-23
		Walsh/Turkey Creek Road Equip Storage Fac.	CD	10%	Sep-23
		Park Avenue Christian Academy Addition	CD	15%	Dec-23
		Baker Barrios/E. Colonial Drive	CD	10%	Sep-23
		Central Maint/Tent Storage Addition	CA	10%	Aug-23
		ABC Goodman/Office Building	CD	5%	Oct-23
Gordon Land	Survey Director	Availability for future work		30%	
		Thornhill Road Bridge	Survey	20%	Oct-23
		Montverde Library Park	Survey	15%	Sep-23
		Haines City EOC	Survey	10%	Aug-23
		Winter Haven Solid Waste Facility	Survey	20%	Aug-23
		Lake Ariana Park	Survey	10%	Aug-23

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

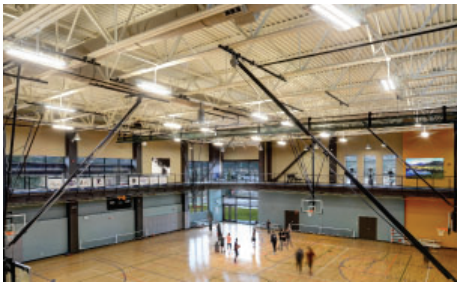
Cabral Engineering, Inc.					
Francisco Cabral	Electrical Engineer	Availability for future work			
		Paxton Senior Center	CD	60%	Jun-23
		Veterans Park	CA	100%	Jul-23
		Sunset Lakeview Apratments	CD	90%	Jun-23
		Windermere Mixed Use	CD	60%	Jul-23
		JW Marriott Bonnett Creek Cabanas	CD	100%	Jul-23
Terracon					
Brian Brandon	Sr. Environmental Scientist	Availability for future work		25%	
		Bass Pro Shop Okeechobee	DD	25%	Oct-23
		Grand Medina Resort	CD	15%	Dec-23
		Electric Bus Charging/Fleet Facility	DD	15%	Aug-23
		Proposed Medical Laboratories	DD/CD	10%	Jun-23
		Horizon West	DD/CD	10%	Jul-23
Anser Advisory					
Andraya Lombardi	Principal in-Charge	Availability for future work		20%	
		Roxbury Community College Owner's Project Management	SD/ DD/ CD Construction (Various)	25%	Ongoing
		Northeastern University Owner's Project Management	SD/ DD/ CD / Construction (Various)	25%	Ongoing
		Acton Housing	SD	10%	Aug-23
		Various management functions	N/A	20%	Ongoing
Camille Tineo	Project Manager	Availability for future work		100%	
		Northeastern University Owner's Project Management	SD/ DD/ CD / Construction (Various)	25%	Ongoing
Andy Kleimola	Cost Estimating Director	Availability for future work		50%	
		Various short term estimating assignments	Feasibility	75%	Ongoing
		Team management responsibilities	Various	25%	Ongoing
Dustin Reinhart	Cost Estimator	Availability for future work		Up to 100%	
		Various short term estimating assignments	Feasibility	100%	Ongoing
Brandon Elkes	Cost Estimator/ Project Coordinator	Availability for future work		50%	
		Lee County School Board Program Management	Contsruction	75%	Sep-23
		Various short term estimating assignments	Feasibility	25%	Ongoing
Michael Marshall	Cost Estimator/ Project Coordinator	Availability for future work		Up to 100%	
		Various short term estimating assignments	Feasibility	100%	Ongoing
Sofia Covelli	Cost Estimator/ Project Coordinator	Availability for future work		50%	
		Lee County School Board Program Management	Contsruction	75%	Sep-23
		Various short term estimating assignments	Feasibility	25%	Ongoing



FIRM'S CLIENT REFERENCES

IV

FIRM'S CLIENT REFERENCES





OLC currently holds multiple on-call contracts with Cities and Counties in Florida. The projects shown in this proposal are just a few examples of our on-call contract assignments, or other municipal projects with similar elements to the projects expected to stem from this contract.

City of Palm Beach County Aqua Crest Pool
City of Palm Beach Gardens On-Call Services Contract
City of Palm Beach Gardens Tennis Center Clubhouse
City of Palm Beach Gardens Par 3 Golf Clubhouse
City of Palm Coast On-Call Services Contract
City of Palm Coast Southern Recreation Center
Palm Beach County Homeless Resource Center
Manatee County On-Call Services Contract
Brevard County On-Call Services Contract
Palm Beach Gardens Burns Road Community Center
City of Glendale Infinity Park Municipal Complex
City of Sarasota Robert L. Taylor Community Center
City of Ocala Mary Sue Rich Community Center
City of Fort Myers Dr. Ann Murphy Knight STARS Complex Expansion
City of Grand Junction Orchard Mesa Pool
City of Arvada Meyers Pool Complex
Town of Berthoud Town Park Masterplanning and Splash Pad
Campbell County Recreation Center
City of Laramie Recreation Center Expansion and Remodel
Town of Castle Rock Recreation Center Fitness and Aquatic Addition

OLC ARCHITECTURE, INTERIORS AND AQUATICS

Project Title & Location	Organization	Point of Contact	Phone Number	Email Address
City of Palm Coast Southern Recreation Center/ Architectural On-Call Palm Coast, FL	City of Palm Coast	Carl Cote, Director of Stormwater & Engineering	386.986.3748	ccote@palmcoastgov.com
Palm Beach Gardens Tennis & Pickleball Center/ Architectural On-Call Palm Beach Gardens, FL	City of Palm Beach Gardens	Angela Brown, Director of Public Services	561.804.7010	abrown@pbgfl.com
Mary Sue Rich Community Center Ocala, FL	City of Ocala	Sean Lanier, City Engineer	352.629.8366	slanier@ocalafl.org
Palm Beach Homeless Resource Center II Palm Beach County, FL	Palm Beach County	Fernando DelDago, Facilities Development & Operations Manager	561.233.0261	fdeldago@pbcgov.org

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

NFC LANDSCAPE ARCHITECTURE

Project Title & Location	Organization	Point of Contact	Phone Number	Email Address
Wiregrass Community St. Cloud, FL	Florida Land Consulting, LLC	Rich Maddalena	561.735.1286	Rmaddalena@FLLandConsulting.com
Kissimmee Park Community and Park Planning Kissimmee, FL	Metro Development Group	Kevin Brady	813.288.8078	kevin@metrodg.com
Park Place Resort Amenity Center Kissimmee, FL	Hanson Walter Associates, Inc.	Shawn Hindle, PE, Civil Engineer	407.709.3141	shindle@hansonwalter.com

CHASTAIN-SKILLMAN

Project Title & Location	Organization	Point of Contact	Phone Number	Email Address
Park Avenue Connector Trail City of Lake Wales, FL	City of Lake Wales, FL	James Slaton, City Manager	863.678.4182	jslaton@lakewalesfl.gov
PK Avenue Stormwater & Roadway Improvements City of Auburndale, FL	City of Auburndale, FL	John Dickson, Public Works Director	863.965.5511	jdickson@auburndalefl.com
Kathleen Road Fire Station Lakeland, FL	The Lunz Group	Brad Lunz	863.682.1882	blunz@lunz.com

ADVANCED STRUCTURAL DESIGN

Project Title & Location	Organization	Point of Contact	Phone Number	Email Address
Multiple Projects Orlando, FL	Rhodes+Brito Architects	Ruffin Rhodes, AIA, LEED AP BD+C	407.648.7288 X103	ruffin.rhodes@rbarchitects.com
Multiple Projects Orlando, FL	Schenkelshultz	Michelle Chandler, Partner	407.872.5713	mchandler@schenkelshultz.com
Multiple Projects Orlando, FL	C.T. Hsu + Associates	Chu-Tzu Hsu	407.423.0098	c.t.hsu@cthsu.com



Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

CABRAL ENGINEERING

Project Title & Location	Organization	Point of Contact	Phone Number	Email Address
KPMG Sports Venues Orlando, FL	Kimley-Horn	Brent Lenzen, PE	407.427.1610	brent.lenzen@kimley-horn.com
Orange County Courthouse Orlando, FL	TLC Engineering	Wayne Allred, PE	407.487.1102	kenneth.pelham@cityoforlando.net

TERRACON

Project Title & Location	Organization	Point of Contact	Phone Number	Email Address
Environmental Assessment & Characterization Services Cocoa, FL	City of Cocoa, FL	Charlene Neuterman	321.433.8509	cneuterman@cocoafl.org
Continuing Contract for Professional, Architectural, and Engineering Services Ormond Beach, FL	City of Ormond Beach, FL	Alex Schumann	386.676.3306	alex.schumann@ormondbeach.org
Environmental & Remediation Services Palm Bay, FL	City of Palm Bay, FL	Joan Junkala	321.726.2601 ext. 5370	Joan.junkala@palmbayflorida.org

ANSER ADVISORY

Project Title & Location	Organization	Point of Contact	Phone Number	Email Address
Multiple Projects Tallahassee, FL	Florida State University	Rosey Murton	850.644.9719	rmurton@fsu.edu
Capital Construction Project Process Analysis Fort Lauderdale, FL	Broward County	Bruce Fergueson	954.461.3691	bferguson@broward.org
Multiple Projects Orlando, FL	Greater Orlando Aviation Authority	Kathleen Sharman	407.825.2043	katheleen.sharman@goaa.org







Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

ATTACHMENTS

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

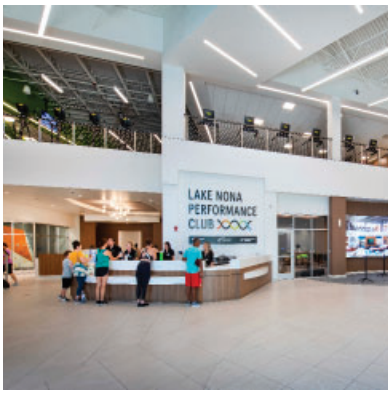
V

ATTACHMENTS

In this section, we have included the required documentation below:

- Section 5 - Qualification Submittals
- Licenses/Certificates
- W-9
- Insurance Certificate
- 2022 Foreign Profit Corporation Annual Report



















Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

LICENSES AND CERTIFICATIONS

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

ELSHEIKH, MAGED MEDHAT

3767 WINDING LAKE CIR
ORLANDO FL 32835

LICENSE NUMBER: AR99999
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

ELSHEIKH, SAMEH M

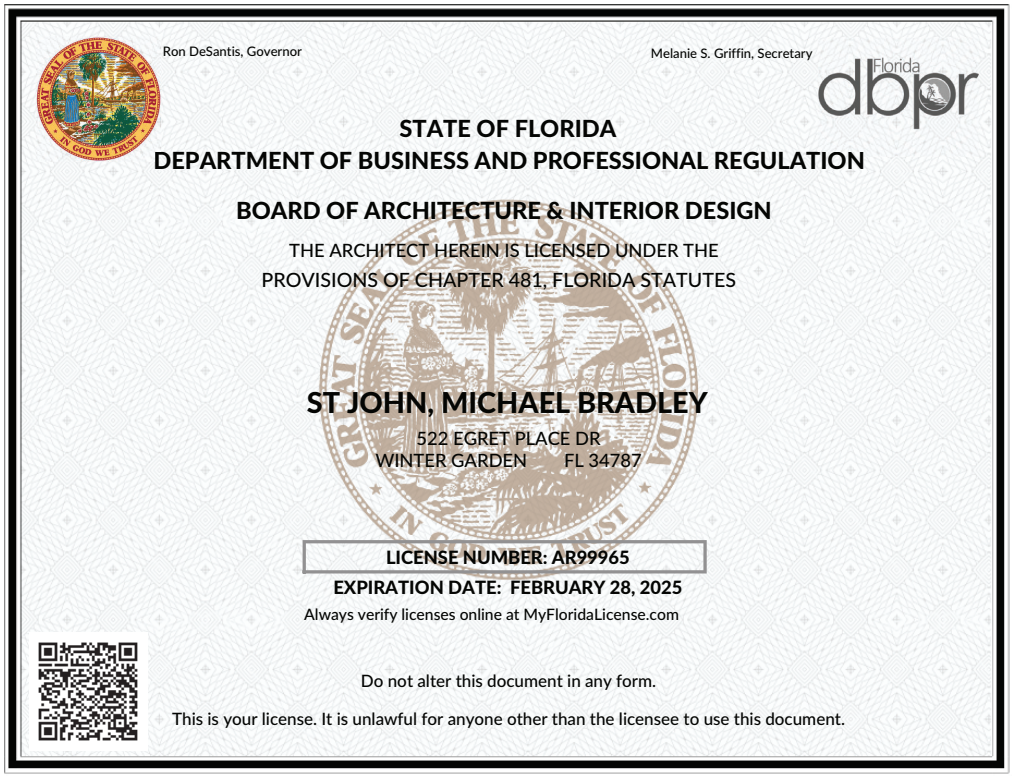
OHLSON LAVOIE CORPORATION
2295 S. HIAWASSEE RD.
SUITE 310
ORLANDO FL 32835

LICENSE NUMBER: AR92932
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

ST JOHN, MICHAEL BRADLEY

522 EGRET PLACE DR
WINTER GARDEN FL 34787

LICENSE NUMBER: AR99965
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

RFQ-ARC-23-01 ARCHITECTURAL SERVICES

SUBMIT QUALIFICATIONS TO: City of Holly Hill 1065 Ridgewood Avenue Holly Hill, FL 32117 **Attn.: CITY CLERK**	**REQUEST FOR QUALIFICATIONS** and Proposer Acknowledgment
Contact: Michele Moore Finance Director 386-248-9426 - Phone mmoore@hollyhillfl.org	**RFQ-ARC-23-01** **Continuing Service Contract for Architectural Services**
Pre-Qualification Date: **N/A** Pre-Qualification Time: **N/A**	**Location of Pre-Qualification Conference:** N/A
Qualification Due Date: **June 27, 2023** Qualification Due Time: **10:00 AM**	**Location of Public Opening:** Commission Chambers City of Holly Hill 1065 Ridgewood Avenue Holly Hill, FL 32117
Proposer Name: Ohlson Lavoie Corporation	Federal Employer ID Number or SS Number: 84-0674977
Mailing Address: 2295 S Hiawassee Rd. #310	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: Orlando, FL 32835	
Type of Entity: *(Circle one)* (Corporation) Partnership Proprietorship Joint Venture	X _____ Authorized Signature (Manual)
Incorporated in the State of: Colorado	
Telephone Number: 407.992.0470	Typed Name: Maged Elsheikh
Toll Free Telephone Number: (800)	Title: Senior Principal
Fax Number:	Date:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

The Applicant is expected to completely analyze the information contained in this Request for Qualifications as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Section 5 –
Qualification Submittals

PROJECT: **Architectural Services**
CITY CONTRACT NO. **RFQ-ARC-23-01**

Name of Proposer: Ohlson Lavoie Corporation

Mailing Address: 2295 S Hiawassee Road Suite 310, Orlando, FL, 32835

Street Address: 2295 S Hiawassee Road Suite 310

City/State/Zip: Orlando, FL, 32835

Phone Number: (407) 992.0470

FAX Number: (_____) _____

Pursuant to and in compliance with the Request for Qualifications, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity Contract Documents, including Addenda Nos. _____ through_____, on file at the Purchasing & Contracts Management Division for the amount hereinafter set forth.

The undersigned, as Proposer, declares that the only persons or parties interested in this Qualification as principals are those named herein; that this Qualification is made without collusion with any person, firm or corporation; and he proposes and agrees, if the Qualification is accepted, that he/she will execute an Agreement with the CITY in the form set forth in the Contract Documents; that he/she will furnish Insurance Certificates, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive.

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 20th day of June, 2023.

Ohlson Lavoie Corporation
(Name of PROPOSER)

(Signature of person signing FORM)

Maged Elsheikh
(Printed name of person signing FORM)

Senior Principal
(Title of person signing FORM)

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

RFQ-ARC-23-01 ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Qualification, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Qualification.

I hereby propose to furnish the goods or services specified in the Request for Qualification at the prices, rates or discounts quoted in my Qualification. I agree that my Qualification will remain firm for a period of up to one hundred twenty (120) days in order to allow the City adequate time to evaluate the Qualifications.

I agree to abide by all conditions of this Qualification and understand that a background investigation may be conducted by the City of Holly Hill Police Department prior to award.

I certify that all information contained in this Qualification is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Qualification on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this Qualification is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Qualification for the same product or service; no officer, employee or agent of the City of Holly Hill Government or of any other Proposer interested in said Qualification; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

By: _____
Signature

Maged Elsheikh, Senior Principal
Name & Title, Typed or Printed

2295 S Hiawassee Rd. #310
Mailing Address

Orlando, FL 32835
City, State, Zip Code

(407) 992.0470
Telephone Number

Sworn to and subscribed before me

This 20th day of

June 2023

_____
Signature of Notary

Notary Public, State of Florida

Personally Known
-OR-
Produced Identification _____

Type: _____

Notary Public State of Florida
Victoria Greiner
My Commission
HH 229352
Exp. 2/15/2026

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA)
) ss
CITY OF Orlando)

Before me, the undersigned authority, personally appeared Maged Elsheikh, who was duly sworn, deposes, and states:

1. I am the Senior Principal of Ohlson Lavoie Corporation with a local office in Orlando, FL and principal office in _____.
2. The above named entity is submitting an Expression of Interest for the City of Holly Hill project described as ***RFQ-ARC-23-01 Architectural Services***
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting Qualifications for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of Holly Hill.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Holly Hill.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of Holly Hill in writing.

DATED this 20th day of June, 20 23.

Maged Elsheikh
Typed Name of Affiant
Senior Principal
Title

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

Sworn to and subscribed before me this 20th **day of** June, **20** 23.

Personally known

OR Produced identification

Notary Public - State of Florida

My commission expires 2/15/2026

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Notary Public State of Florida
Victoria Greiner
My Commission
HH 229352
Exp. 2/15/2026

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after receiving, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Qualification authorizes release of your firm's credit data to City of Holly Hill.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/Qualification package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the City in the event we are forced to litigate the public records status of the company's documents.

Company Name: Ohlson Lavoie Corporation

Authorized representative (printed): Maged Elsheikh

Authorized representative (signature): 

Date: 06/21/2023

Project Number: **RFQ-ARC-23-01 Architectural Services**

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that Ohlson Lavoie Corporation does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Qualification, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Authorized representative (printed): Maged Elsheikh

Authorized representative (signature): _____

Date: 06/21/2023

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Ohlson Lavoie Corporation

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

Print or type. See Specific Instructions on page 3.

5 Address (number, street, and apt. or suite no.) See instructions.

400 Santa Fe Drive

Requester's name and address (optional)

6 City, state, and ZIP code

Denver, CO 80204

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

8	4	–	0	6	7	4	9	7	7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** ▶ Kristin M Hoffert **Date** ▶ 9/17/2022

General Instructions

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

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

Purpose of Form

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

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

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

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

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

2022 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F05000003577

Entity Name: OHLSON LAVOIE CORPORATION

Current Principal Place of Business:

2295 S. HIAWASSEE ROAD
SUITE 310
ORLANDO, FL 32835

Current Mailing Address:

400 SANTA FE DRIVE
DENVER, CO 80204 US

FEI Number: 84-0674977

FILED
Apr 05, 2022
Secretary of State
7210300157CC

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

ELSHEIKH, SAM
10249 COVE LAKE DRIVE
ORLANDO, FL 32836 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: SAM ELSHEIKH 04/05/2022

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	P	Title	V
Name	LAVOIE, HERVEY R	Name	POTTER, DANA
Address	6326 MASTERS BLVD	Address	9674 E POWERS DRIVE
City-State-Zip:	ORLANDO FL 32819	City-State-Zip:	ENGLEWOOD CO 80111
Title	S	Title	T
Name	VISANI, DONALDO	Name	ELSHEIKH, SAMEH
Address	2140 SOUTH FLORA	Address	10249 COVE LAKE DRIVE
City-State-Zip:	LAKEWOOD CO 80228	City-State-Zip:	ORLANDO FL 32836

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DONALDO H VISANI 04/05/2022

Electronic Signature of Signing Officer/Director Detail — Date

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

SECTION 6 –
DRAFT Services Agreement

CITY OF HOLLY HILL
SERVICES AGREEMENT FOR
PLANNING Services With Ohlson Lavoie Corporation
(REQUEST FOR QUALIFICATION RFQ-ARC-23-01)

THIS AGREEMENT made and entered into the «Council_Day» day of «Council_Month», «Council_Year» 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:

«Consultant»
«Consultant_Street_Address»
«CityStateZip»

Ohlson Lavoie Corporation
2295 S Hiawassee Rd #310
Orlando, FL 32835

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.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

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)
4. American with Disabilities Act; Section 17, Paragraph (f)
5. Price Schedule
6. Business Tax Receipt
7. Request for Taxpayer Identification Number and Certification IRS Form W-9

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.

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 «Council_Day» day of, «Council_Month», «Council_Year», and the Contractor signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:

SAMEH M ELSHEIKH
Authorized Corporate Officer

CONTRACTOR

By: _____
Authorized Corporate Officer

Date: 6/21/23

As approved by the City Commission of the City of Holly Hill at is meeting of ___ _____, 2023.

ATTEST:

_____
Valerie Manning, City Clerk

CITY OF HOLLY HILL

By: _____
Joseph A. Forte, City Manager

Date: _____

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Client#: 1760722 OHLSOLAV

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/01/2023

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

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

PRODUCER USI Insurance Services, LLC P.O. Box 7050 Englewood, CO 80155 800 873-8500	CONTACT NAME: PHONE (A/C, No, Ext): 800 873-8500 FAX (A/C, No): E-MAIL ADDRESS: den.certificate@usi.com
INSURED Ohlson Lavoie Corporation 400 Santa Fe Drive Denver, CO 80204	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Sentinel Insurance Company Ltd. — 11000 INSURER B : Hartford - WC Multiple Issuing Cos — 00914 INSURER C : Berkley Insurance Company — 32603 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	34SBAAB8906	01/01/2023	01/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X	X	34SBAAB8906	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10000	X	X	34SBAAB8906	01/01/2023	01/01/2024	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	34WECAE3SFT	01/01/2023	01/01/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Professional Liability Claims Made			AEC906297603	01/01/2023	01/01/2024	$2,000,000 per claim $2,000,000 annl aggr.	

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

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insureds under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner.
(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
For Information Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

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: Ohslon Lavoie Corporation

Signature: _____

Printed Name: Maged Elsheikh

Title: Senior Principal

Date: 06/21/2023

Affix Corporate Seal

STATE OF Florida)
) ss
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 20th day of June, 20 23, by Maged Elsheikh of Ohlson Lavoie Corporation firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

Victoria Greiner
Print Name Victoria Greiner
Notary Public in and for the County and State Aforementioned Florida, Orange

My commission expires: 2/15/2026

Notary Public State of Florida
Victoria Greiner
My Commission
HH 229352
Exp. 2/15/2026

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

OLC 2023 Standard Hourly Rates

Ohlson Lavoie Corporation	Hourly Rate
Principal In Charge/Project Manager	$250/hour
Design/Production Principal	$230/hour
Senior Project Architect	$180/hour
Senior Interior Design	$180/hour
Project Architect	$160/hour
Interior Designer	$160/hour
Junior Architect	$120/hour
Intern Architect	$100/hour
Administrative/Clerical	$100/hour

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

2022 - 2023

CITY OF ORLANDO
PERMITTING SERVICES

Local Business Tax Receipt

(Formerly known as "Business License " changed per state law HB1269-2006)

NOTICE-THIS TAX RECEIPT ONLY EVIDENCES PAYMENT OF THE LOCAL BUSINESS TAX PURSUANT TO CH.205, FLORIDA STATUTES. IT DOES NOT PERMIT THE HOLDER TO OPERATE IN VIOLATION OF ANY CITY, STATE, OR FEDERAL LAW. CITY PERMITTING MUST BE NOTIFIED OF ANY MATERIAL CHANGE TO THE INFORMATION FOUND HEREIN BELOW. THIS RECEIPT DOES NOT CONSTITUTE AN ENDORSEMENT OR APPROVAL OF THE HOLDER'S SKILL OR COMPETENTCY.

Business Name
OHLSON LAVOIE COLLABORATIVE
924 W 1ST AVE
DENVER, COLORADO 80223

Case Number: BUS-1010009

Issued Date: 08/02/2022

Expiration Date: 09/30/2023

Business Owner
OHLSON LAVOIE CORPORATION

Business type(s):

Description	Year
PROFES 8011 PROFES FIRM/OFFICE	2023

Business Location
2295 S HIAWASSEE RD SUITE 310 & 311
ORLANDO, FL

CITY OF ORLANDO
PERMITTING SERVICES

Local Business Tax Receipt
City Hall, 400 South Orange Avenue, First Floor
Post Office Box 4990
Orlando, Florida 32802-4990

Phone: 407.246.2204 Fax: 407.246.3420

Email: businesstax@orlando.gov

Prompt! Interactive Voice Response System: 407.246.4444
Visit our website: orlando.gov/permits

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Exhibit G
E-VERIFY COMPLIANCE

Affidavit of E-Verify Requirements Compliance

RFP 22-BG-13 Landscape Maintenance Services

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

Ohlson Lavoie Corporation
2295 S Hiawassee Rd. #310 Orlando, FL 32835

Consultant/Contractor Name and Address

Signature

Maged Elsheikh, Senior Principal

Name and Title

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)


Mary Sue Rich Community Center
At Reed Place

RFQ-ARC-23-01

PROFESSIONAL

ARCHITECTURAL SERVICES FOR

Continuing Services Contract

City of Holly Hill



PQH GROUP

June 28, 2023

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

RFQ-ARC-23-01 ARCHITECTURAL SERVICES

SUBMIT QUALIFICATIONS TO: City of Holly Hill 1065 Ridgewood Avenue Holly Hill, FL 32117 **Attn.: CITY CLERK**	**REQUEST FOR QUALIFICATIONS** and Proposer Acknowledgment
Contact: Michele Moore Finance Director 386-248-9426 - Phone mmoore@hollyhillfl.org	**RFQ-ARC-23-01** **Continuing Service Contract for Architectural Services**
Pre-Qualification Date: **N/A** Pre-Qualification Time: **N/A**	**Location of Pre-Qualification Conference:** N/A
Qualification Due Date: **June 27, 2023** Qualification Due Time: **10:00 AM**	**Location of Public Opening:** Commission Chambers City of Holly Hill 1065 Ridgewood Avenue Holly Hill, FL 32117
Proposer Name: PQH Group Design, Inc.	Federal Employer ID Number or SS Number: 47-2933964
Mailing Address: 4141 Southpoint Drive East Suite 200	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: Jacksonville, FL 32216	
Type of Entity: *(Circle one)* (Corporation) Proprietorship Partnership Joint Venture	X _____ Authorized Signature (Manual)
Incorporated in the State of: Florida	
Telephone Number: (904)-224-0001	Typed Name: Ricardo Quiñones
Toll Free Telephone Number: (800)	Title: President
Fax Number: (904) 224-0023	Date: 6-19-23

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

The Applicant is expected to completely analyze the information contained in this Request for Qualifications as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

TABLE OF CONTENTS

3 LETTER OF INTEREST

7 FIRM'S QUALIFICATIONS

22 FIRM'S OFFICE LOCATION/NUMBER OF EMPLOYEES

28 FIRM'S CLIENT REFERENCES

35 ATTACHMENTS

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SECTION 1

LETTER OF INTEREST

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

PQH GROUP

- Frank M. Ringhofer, AIA
- Aldo Minozzi-Fernandez, AIA
- Christopher L. Kaye, AIA
- Jose M. Perez
- Ricardo E. Quiñones, AIA
- Robert D. Hoenshel, AIA

Architecture | Interiors | Design Build Services

June 28, 2023

RE: RFQ-ARC-23-01 Professional Architectural Services for Repair and Renovation Projects for the City of Holly Hill, Florida

Letter of Interest

Selection Committee:

On behalf of the entire PQH team, we appreciate your consideration of our qualifications to provide professional architectural design services for the City of Holly Hill. PQH values the opportunity to submit a proposal for this work and begin a successful working relationship with the City. We've carefully reviewed the requirements of this RFQ and understand the requirements for providing Continuing Services for this project. If given the chance to perform, we are committed to responding with the highest level of expertise, coordination, and resources required to successfully achieve your vision.

CONTINUING SERVICE EXPERIENCE

PQH has over 30 years of experience working on continuing service contracts with multiple agencies including:

- St. Johns County
- JEA
- UF Health
- University of North Florida
- United States Postal Service
- City of New Smyrna Beach
- St. Johns County School District
- Florida State College of Jacksonville
- Florida Department of Transportation
- Volusia County
- Volusia County Schools
- City of Jacksonville
- Putnam County

Evaluating and developing appropriate solutions for continuing service projects has been one of our areas of strength. We have successfully executed over 150 projects under our multiple continuing service contracts. We have renovated diverse spaces and have experience with every program type listed as part of your scope. With our team, your projects will have active, hands-on management and design by seasoned professionals with proven experience on continuing architectural services of a similar nature.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

PQH GROUP

- Frank M. Ringhofer, AIA
- Aldo Minozzi-Fernandez, AIA
- Christopher L. Kaye, AIA
- Jose M. Perez
- Ricardo E. Quiñones, AIA
- Robert D. Hoenshel, AIA

Architecture | Interiors | Design Build Services

Having been in business for 40 years, working with a variety of Municipalities and Public Agencies, our firm has demonstrated time and again its ability to recognize needs, understand budget parameters, recommend solutions, communicate effectively, and deliver projects on time and within budget.

All terms and conditions of the RFQ are understood and acknowledged by the undersigned.

Our firm's mission is to fulfill all your project needs, large or small, in the most efficient and cost-effective way possible. PQH and its proposed Design Team are more than capable of delivering a project that will make Holly Hill proud.

Very truly yours,

Ricard E. Ouinones, AIA, LEED AP BD+
President / Principal-in-Charge

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

SECTION 2

FIRM'S QUALIFICATIONS

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

SECTION 2 – FIRM'S QUALIFICATIONS: PQH Group

PQH GROUP

Address:

4141 Southpoint Drive East
Suite # 200
Jacksonville, Florida 32216

Form of Ownership:

Private Corporation

Years in Business:

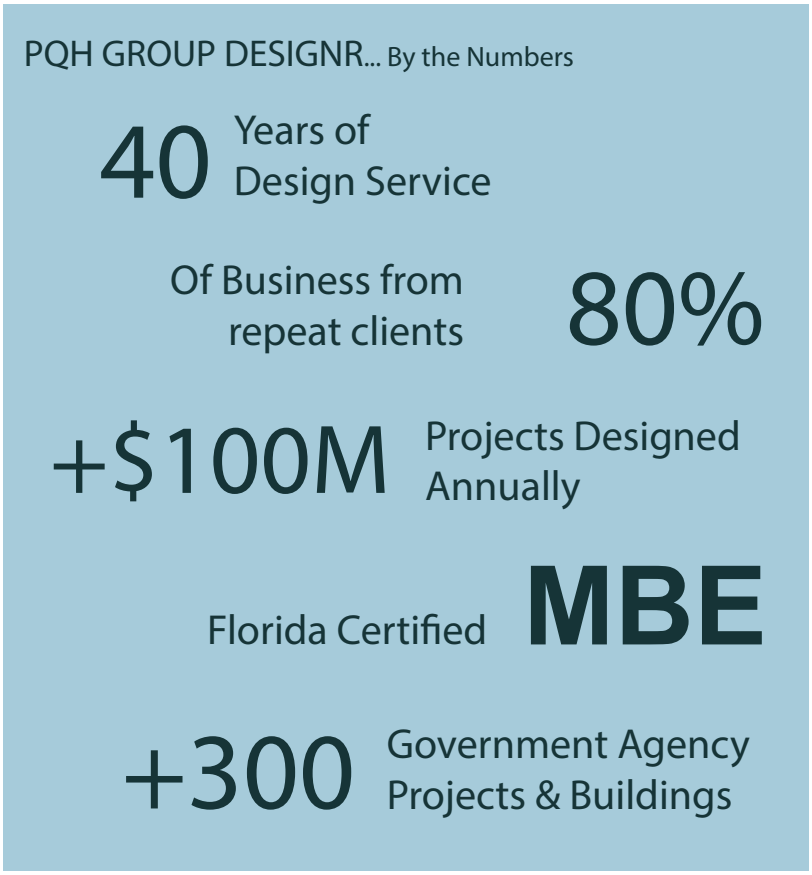
33 Years as PQH Group
(original partners)
7 Years as PQH Group Design
(with three new partners)

Primary Contact:

Ricardo E. Quinones, AIA
P: 904.224.0001
F: 904.224.0023
E: quinonesr@pqh.com
W:www.pqh.com

Staff:

32 Employees
8 Registered Architects
1 Registered Interior Designer
2 Registered General Contractors



We Understand Quality Starts Day One.

PQH Group headquartered in Jacksonville Florida, is a Full Service Professional Design Firm with the knowledge and experience of providing professional design solutions to our local, state, and federal clients. Founded in 1982, PQH has grown to include six principals and a strong, committed support staff which includes Architects, Interior Designers, and General Contractors. With a history spanning 40 years, PQH Group is Jacksonville's 6th largest Architectural Firm as ranked by JBJ. Our broad depth of experience, collaborative design approach, proactive leadership and emphasis on communication give us the capabilities to offer customized solutions for even the most demanding needs of our clients. We pride ourselves on providing personal attention to each client with key personal remaining with the project through completion.

With the addition on 3 new partners in the last 6 years, PQH looks forward to the future with the same drive and determination of the initial founders. Along with new partners come new ideas, new clients and new market areas that provide the foundation for the company to continue growing and taking on new challenges.

Florida Certification/MBE

PQH Group is a Florida Certified MBE under the provisions of 287 and 295.187, Florida Statues. PQH is certified in the State of Florida, DCPS, Jacksonville Electrical Association (JEA), and the Florida Department of Transportation (FDOT).

We listen, we plan, and we're here to serve you.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

FINANCES

PQH has been in business for over 40 years and has seen the ups and downs of the economy while maintaining a stable financial position.

PQH GROUP DESIGN, INC. (PQH) over the years has maintained a strong profit margin and good credit rating, and can attest to being financially stable and having the necessary resources, human and financial, to provide the services to meet and exceed client expectations.

RESOURCES / ASSETS

The corporate office building has been owned by the parent company PQH Group for over 20 years.

The corporation fully owns all its computer and technological equipment including:

- Eight (8) printers and two (2) plotters
- Two (2) multi-media presentation monitors
- Three (3) vehicles

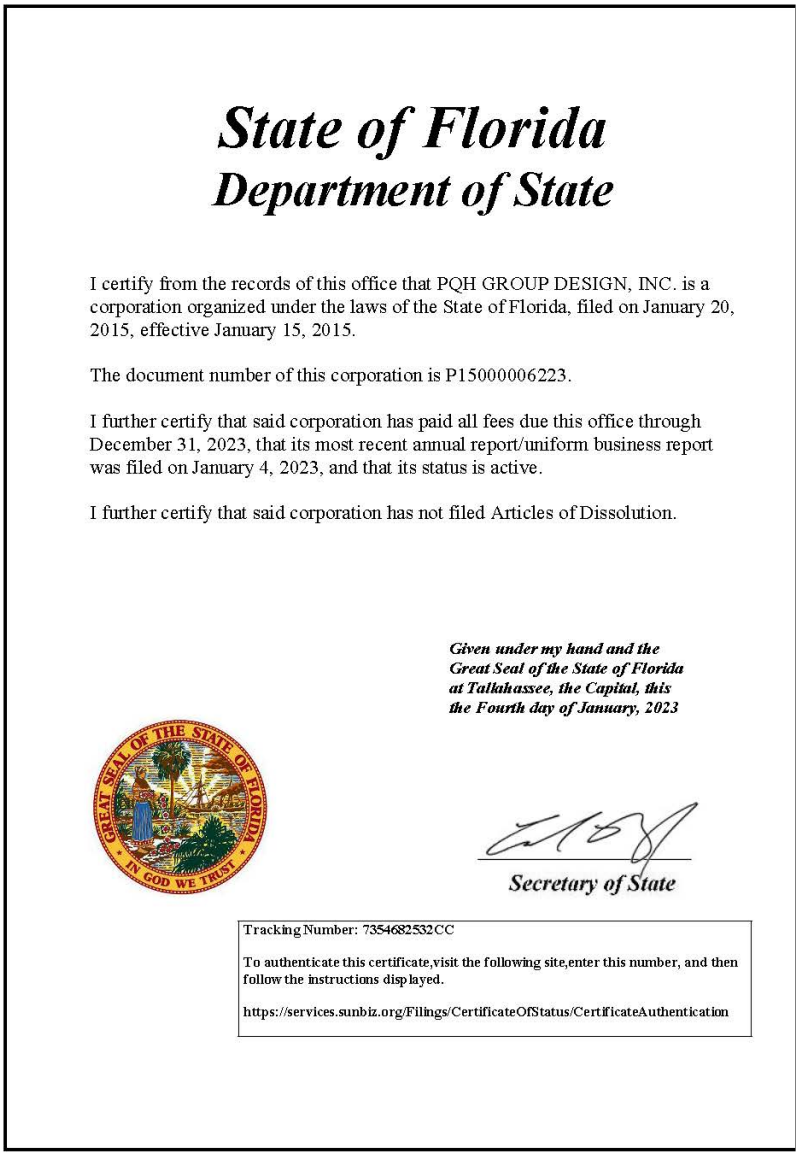
In addition to equipment, the corporation has ongoing Software Subscriptions and Licenses for many programs including:

- Fourteen (14) REVIT/CAD and BIM 360 licenses
- Two (2) Sketch Up licenses
- Two (2) Lumion licenses
- Twenty eight (28) Microsoft Office Suite licenses
- Ajera Bookkeeping Software
- Two (2) Photoshop Creative Suite licenses

CREDIT RATING

PQH has long lasting relations with its banking partners and holds a high credit rating with financial institutions.

Currently, PQH does not have any long term debts or loans.



State of Florida
Department of State

I certify from the records of this office that PQH GROUP DESIGN, INC. is a corporation organized under the laws of the State of Florida, filed on January 20, 2015, effective January 15, 2015.

The document number of this corporation is P15000006223.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 4, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

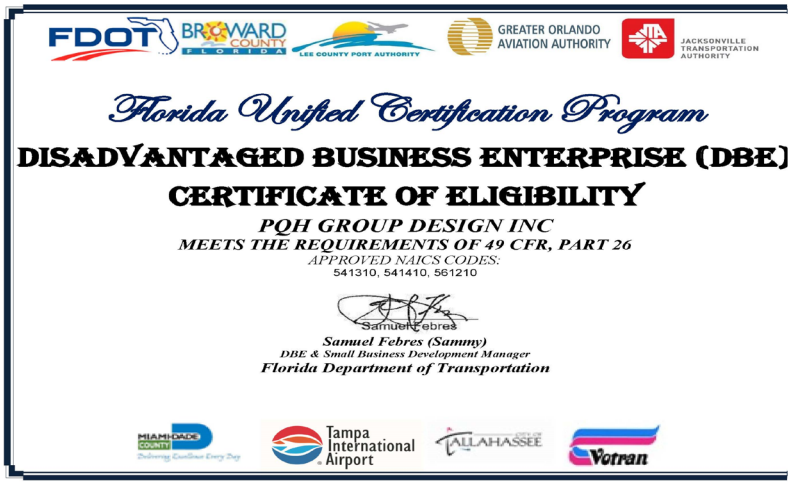
Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourth day of January, 2023

Secretary of State

Tracking Number: 7354682532CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication



Florida Unified Certification Program

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
CERTIFICATE OF ELIGIBILITY

PQH GROUP DESIGN INC
MEETS THE REQUIREMENTS OF 49 CFR, PART 26
APPROVED NAICS CODES:
541310, 541410, 561210

Samuel Febres (Sammy)
DBE & Small Business Development Manager
Florida Department of Transportation

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

IMEG

Address:
9133 R.G. Skinner Parkway
Suite # 1
Jacksonville, Florida 32256

Form of Ownership:
Private Corporation – Employee Owned

Years in Business:
32 Years as McVeigh & Mangum Engineering (original partners)

1 year as IMEG (May 1, 2022)

Primary Contact:
Carrington McVeigh, PE, LEED AP
P: 904.483.5200
E: Carrington.McVeigh@imegcorp.com
www.imegcorp.com

Staff:
39 Jacksonville Employees
10 Registered Engineers
14 Project Designers
5 Virtual Design Technicians
2 Engineering Interns

IMEG ... *By the Numbers*

In service since 1913

2,400 employees

Top 10 Engineering Firm in the U.S. (BD+C)

80+ locations

Top 50 Greenest Firms in the U.S.

100% Employee-Owned

What are IMEG's Key Differentiators?

Your Industry, Our Niche: Our market-sector team structure allows our engineers to specialize and become industry experts -- providing data-driven solutions and innovation.

Expertise that Innovates: We value a culture of learning and development -- sharing our knowledge to help impact industry trends and solve complex design problems.

Transformation through Growth: Through organic and strategic acquired growth we continue to extend our breadth of expertise and deepen our bench of client knowledge -- helping transform environments and communities.

Design with the Environment in Mind: We have been driving design innovation for 100+ years delivering many "firsts" in sustainable design -- helping clients become energy stewards and reduce impact.

Proactive Design Partners: We bring extensive national, regional, and local knowledge to every client relationship -- with a commitment to deliver high quality, cost-effective outcomes through a collaborative and flexible project approach.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

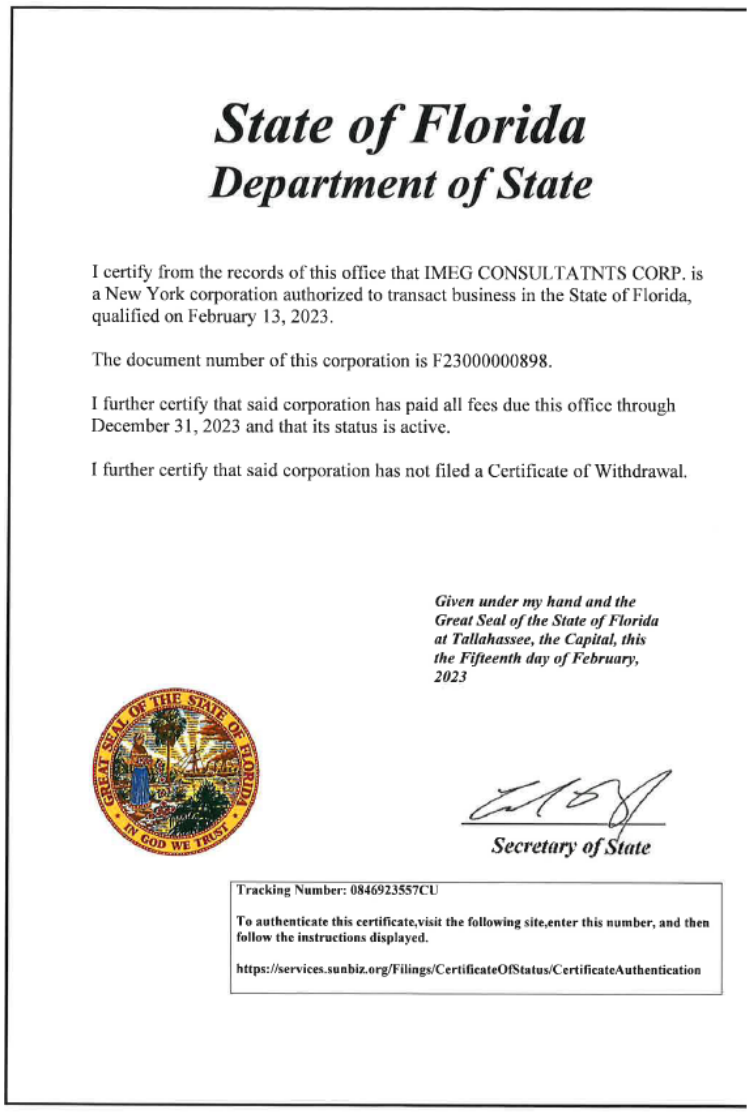
RESOURCES / ASSETS

IMEG Corporate Office located in Rock Island, IL owns all the Jacksonville Office computer and technological equipment including:

- Ten (10) printers and one (1) plotter
- 105 monitors
- 39 computers

In addition to equipment, the corporation has ongoing Software Subscriptions and Licenses for many programs including:

- REVIT/CAD and BIM 360 licenses
- Forty-three (40) Microsoft Office Suite licenses
- Ajera Bookkeeping Software
- VantagePoint CRM
- Salesforce CRM
- InDesign
- Acrobat
- Bluebeam
- SharePoint / Compass PLUS +
- OpenAsset



State of Florida
Department of State

I certify from the records of this office that IMEG CONSULTATNTS CORP. is a New York corporation authorized to transact business in the State of Florida, qualified on February 13, 2023.

The document number of this corporation is F23000000898.

I further certify that said corporation has paid all fees due this office through December 31, 2023 and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifteenth day of February, 2023

GREAT SEAL OF THE STATE OF FLORIDA · IN GOD WE TRUST

Secretary of State

Tracking Number: 0846923557CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

OCI ASSOCIATES, INC

Address:
600 S. Orlando Avenue
Maitland, Florida 32751

Form of Ownership:
Private Corporation

Years in Business:
36 Years

Primary Contact:
Jason Smith, PE, LEED AP BD+C, CEM
Principal
P: 407.332.5110
F: 407.332.7704
E: jsmith@ociassociates.com
www.ociassociates.com

Staff:
82 Employees
11 Registered Professional Engineers
5 LEED Accredited Professionals

Equipment:
5 CAD/Revit/BIM Workstations
70 Revit, 75 AutoCAD & 70 BIM360 Licenses
70 Bluebeam Licenses
MasterSpec License
1 Plotter & 3 Printers
3 Company Vehicles
Procore, Oracle Primavera, Egnyte, E-Builder, Newforma
Microsoft Teams, Zoom, GoToMeetings
4 Adobe Creative Suite Licenses

36 Years Engineering MEP/FP/LV Systems

23 Subconsultant Continuing Contracts

150+ Projects in Volusia County

350+ Government Projects

Our goal is to be your partner in "Engineering Your Success"

Founded in 1987, OCI Associates, Inc. serves clients by providing mechanical, electrical (IT/AV), plumbing, fire protection engineering; commissioning services, and construction administration. We are headquartered in Orlando, with branch offices in Fort Pierce, Fort Myers, West Palm Beach, Tampa, Miami, Washington D.C., Dallas, and San Francisco.

OCI has been providing Continuing Services to clients for over twenty years and they have ranged from K-12 School Districts, Higher Education Institutions, local Cities and Counties, in addition to numerous Federal agencies. We have been fortunate to provide this service both as a Prime Consultant and as a Subconsultant to Architectural firms, Design-Build entities, and partnering Civil and Structural engineering disciplines. Currently, OCI has 42 Prime MEP, 8 Commissioning, and 23 Subconsultant Continuing Service Contracts.

We have designed more than 550 projects for our Continuing Service Clients ranging from HVAC retrofits, AHU replacements, lighting upgrades, ITS improvements, and plumbing and fire protection renovations under $4 million. In 2020, our team designed 192 projects with 49 of these being under a Continuing Service Contract. Our team is well equipped to handle the challenges that come along with continuing service type projects including budget requirements, space restrictions, and accelerated timelines to accommodate occupied buildings. Continuing Service projects make up about 40% of our everyday business and typically require a good understanding of the building, maintenance concerns, with long term plans for improvements and energy reduction working alongside Facilities.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

FIRM OVERVIEW



ABOUT OUR COMPANY

Local: ECS Florida, LLC is one of the operating entities of the ECS Group of Companies with office locations in Jacksonville, Orlando, Tampa, Groveland, Sarasota, West Palm Beach, Ft. Myers, Daytona, Gainesville and Tallahassee. ECS Florida, LLC has more than 225 employees and over 30 years of experience. ECS is equipped to help projects from conception through completion for both the private and public sectors.

Company: ECS Florida, LLC is one of the operating entities of the ECS Group of Companies. ECS currently operates in more than 80 locations throughout Eastern, Southeastern, Southwestern and Midwestern states. Utilizing the strengths, experience and expertise of 2,400 staff across the company, ECS is able to save our clients time and money.

2,400+ employees

80+ locations

30+ years' experience

OUR VALUE

ECS embodies its philosophy of *"Setting the Standard for Service"* by using technology and experience to assist clients in the development of cost-effective, practical solutions. For over three decades, our engineering consulting services have helped our clients meet project requirements.

ECS SAFETY

Our employees are committed to making safety an integral part of everyday operations. We conduct team safe behaviors that include observation and feedback using a Behavior Based Safety process we call STAR. We also hold monthly safety meetings, train employees to help lead those efforts as an office Safety Officer and talk about safe practices at the beginning of any ECS meeting. At ECS, safety is not just a priority; it is a core value that defines how we do business.

For more information: www.ecslimited.com.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

PRIMARY CONTACT

Victor Faltas, PE
T: 386.944.9588
F: 386.944.9589
E: VFaltas@ecslimited.com

LOCAL ADDRESS

2330 South Nova Road
Suite A
South Daytona, FL 32119

RESOURCES / ASSETS

Software:
Adobe/Foxit PDF Editor
Google Earth Pro
AutoCAD
ArcMap
FDEP's ADaPT Program
Corps' APT Tool
AquiferWin32
Micro Station V81
Select Services 2

Equipment:
58 Company Vehicles
20 Drilling Rigs
Pontoon Boat with Tripod Drilling Platform
Barrell Barge (Small for Portable Equipment)
2 Covered/Enclosed Trailers, Multiple flatbed Trailers, Coring Trailer 4-inch Hollow Stem Augers – 150 feet
Pressure Meter, Dilatometer, Infiltrometer
Multiple Flatbed Trailers
Pressure Meter
GPR



State of Florida
Department of State

I certify from the records of this office that ECS FLORIDA, LLC is a Virginia limited liability company authorized to transact business in the State of Florida, qualified on August 13, 2004.

The document number of this limited liability company is M04000003289.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on January 3, 2023, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Third day of January, 2023

Secretary of State

Tracking Number: 2859149730CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

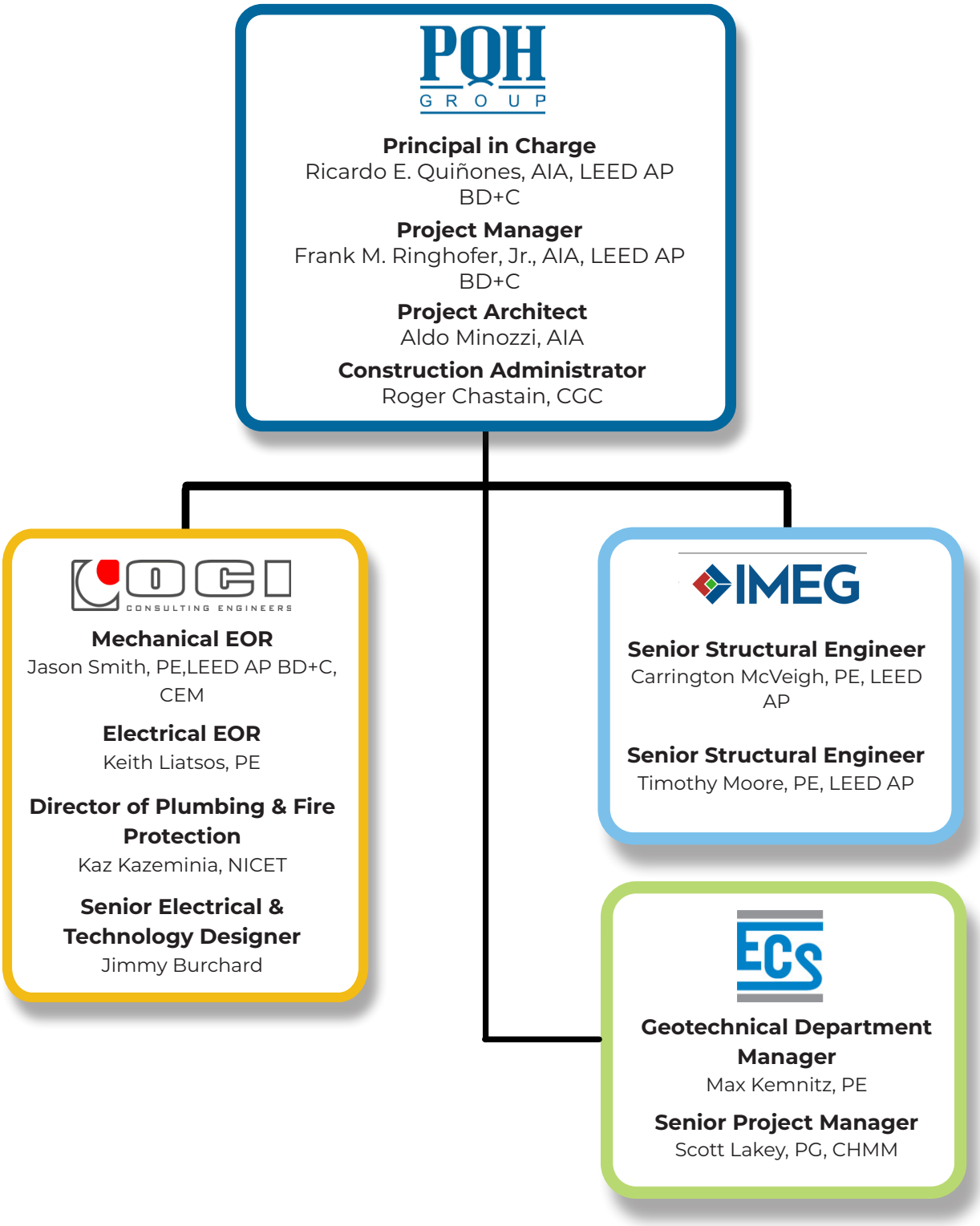
https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

FINANCES

ECS is well capitalized with no long-term debt financing. This has allowed us to create a common culture and a consistent standard of quality, while avoiding debt levels that plague other firms. As a result, we have successfully financed company growth through profits while keeping our debt levels very low. This strategy has served us well through the economic ups and downs of the last three decades.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Organizational Chart



Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)



Ricardo E. Quiñones, AIA, LEED®AP BD+C

Principal-in-Charge
Years of Experience: 41
(36 years with PQH)

Education
MA, Architecture , University of Illinois, 1981; BS, Architectural Studies, University of Illinois, 1978

Registration
Registered Architect, FL #9765, GA, TX, AZ, TN, NCARB #48953. LEED Accredited Professional

Availability: 40%

RICARDO E QUINONES, AIA, LEED AP BD+C, is the Director of Design, responsible for programming, schematics and implementation of design through construction documents. Highly respected for his work ethic, Ricardo has been honored for his dedication to the profession and the community by the American Institute of Architects in Jacksonville. His dedication and devotion are evident in his work, in the community, and with his family. It is these traits, along with his ability to assess situations, which have fostered many satisfied clients.

St. Johns County Continued Services Contract
St. Johns County, FL

St. Johns County School District Continued Service Contract
St. Johns County, FL

St. Johns County Administration Complex
St. Johns County, FL

St. Johns County Courthouse Renovation
St. Johns County, FL

St. Johns County Warehouse Improvements
St. Johns County, FL

JEA Continued Service Contract
Jacksonville, FL

Florida Department of Transportation Continued Service Contract
Various Locations in Florida

United States Postal Service Continued Service Contract
Various Locations in Florida

City of Jacksonville Fire Station Package 63, 64 & 65
Jacksonville, FL

City of Jacksonville Claude J. Yates City Hall Annex
Jacksonville, FL

Embry Riddle Aeronautical University Phase 1, 2 & 3
Daytona Beach, FL

Embry Riddle Aeronautical University Garage
Daytona Beach, FL

FSCJ Continued Service Contract / 5 Campus Master Plan
Jacksonville, FL

FSCJ North Campus Dental School
Jacksonville, FL

Flagler College Residence Halls
St. Augustine, FL

Flagler College Campus Facilities Building
St. Augustine, FL

Flagler College Commons & Garage
St. Augustine, FL

Jacksonville University Health and Science Building
Jacksonville, FL

Jacksonville University Lazzara STEAM Building
Jacksonville, FL

Jacksonville University - Residence Halls & Sports Facilities
Jacksonville, FL

JTA St. Johns River Mayport Ferry Park Improvements
Jacksonville, FL

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)



Frank M. Ringhofer, Jr., AIA, LEED®AP BD+C
Project Manager
Years of Experience: 37
(20 years with PQH)

Education
BA, Kansas State University
Danish International Architectural Program, University of Copenhagen

Registration
Registered Architect, FL #16446, AZ, MI

Availability: 40%

FRANK M. RINGHOFER, JR., AIA, LEED AP BD+C,
is the Project Manager and his expertise includes project design, programming; presentation; document production; specifications, training and mentoring of architectural personnel. During his 30 plus years of experience, his responsibilities have included project management, construction administration, design, specification writing, and cost analysis, coordination between the architectural and engineering disciplines, quality reviews, and delivery of a quality product within the construction budget.

St. Johns County Continued Services Contract
St. Johns County, FL

St. Johns County School District Continued Service Contract
St. Johns County, FL

St. Johns County Administration Complex
St. Johns County, FL

St. Johns County Courthouse Renovation
St. Johns County, FL

St. Johns County Warehouse Improvements
St. Johns County, FL

United States Navy Continued Service Contract
Various Locations in Florida

JEA Continued Service Contract
Jacksonville, FL

Florida Department of Transportation Continued Service Contract
Various Locations in Florida

United States Postal Service Continued Service Contract
Various Locations in Florida

City of Jacksonville Fire Station Package 63, 64 & 65
Jacksonville, FL

City of Jacksonville Claude J. Yates City Hall Annex
Jacksonville, FL

Embry Riddle Aeronautical University Phase 1, 2 & 3
Daytona Beach, FL

Embry Riddle Aeronautical University Garage
Daytona Beach, FL

Embry Riddle Aeronautical University Hanger Phase 1
Daytona Beach, FL

FSCJ Continued Service Contract / 5 Campus Master Plan
Jacksonville, FL

FSCJ North Campus Dental School
Jacksonville, FL

Flagler College Residence Halls
St. Augustine, FL

Flagler College Campus Facilities Building
St. Augustine, FL

Flagler College Commons & Garage
St. Augustine, FL

Jacksonville University Health and Science Building
Jacksonville, FL

Jacksonville University Lazzara STEAM Building
Jacksonville, FL

JTA St. Johns River Mayport Ferry Park Improvements
Jacksonville, FL

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Aldo Minozzi, AIA

Project Architect

Years of Experience: 26

(7 years with PQH)



Education

Masters in Architecture, University of Puerto Rico

Bachelor of Environmental Design, University of Puerto Rico

Registration

Registered Architect, Florida #98244, Puerto Rico #16724

Availability: 40%

ALDO MINOZZI, AIA has proven ability to impart a high level of professionalism and expertise to ensure objectives are met in the fastest, most efficient manner. Aldo has 20 years of experience practicing in Puerto Rico on multiple projects within the private sector as well as public works. Those projects span from municipal, state and Federally funded projects. His qualifications include a unique knowledge of all development phases within a project from initial client relationships to its final construction. Aldo has worked on multiple large and medium-scale projects while managing architectural designers, who work on project specifications, calculations, design documents, system studies and construction drawings.

St. Johns County Continued Service Contract
St. Johns County, FL

St. Johns County School District Continued Service Contract
St. Johns County, FL

St. Johns County Administration Complex
St. Johns County, FL

St. Johns County Courthouse Renovation
St. Johns County, FL

St. Johns County Warehouse Improvements
St. Johns County, FL

JEA Continued Service Contract
Jacksonville, FL

Embry Riddle Aeronautical University Phase 1, 2 & 3
Daytona Beach, FL

Embry Riddle Aeronautical University Garage
Daytona Beach, FL

Embry Riddle Aeronautical University Residence Hall
Prescott, AZ

Flagler College Commons & Garage
St. Augustine, FL

Jacksonville University Health and Science Building
Jacksonville, FL

Jacksonville University Lazzara STEAM Building
Jacksonville, FL

Jacksonville University - Residence Halls & Sports Facilities
Jacksonville, FL

City of Jacksonville Fire Station #64
Jacksonville, FL

Good Samaritan Society - Multiple Projects
Kissimmee, FL

Flagler College Residence Halls
St. Augustine, FL

Flagler College Campus Facilities Building
St. Augustine, FL

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Roger Chastain, CGC

Construction Administrator

Years of Experience: 33

(5 years with PQH)



Education

OSHA 10-HR Certified

OSHA 30-HR Certified

Registration

License: CGC1518354

Availability: 40%

ROGER CHASTAIN, CGC's expertise incorporates full responsibility in cost control, value engineering, and time and quality assurance through both the design and construction phases of projects. Over the past twelve years in his role as a cost estimator and Construction Administrator, Mr. Chastain has overseen $335 million in building construction. He is accountable for the oversight of project managers and their responsibilities in maintaining contractor/owner relationships, subcontractor control, budget maintenance, scheduling, submittal processing, and overall success of the project.

St. Johns County Administration Building
St. Johns County, FL

Borland Groover Ambulatory Surgery Center & Outpatient Clinic
St. Augustine, FL

Timberlin Elementary School*
St. Johns County, FL

Flagler Commons & Garage
St. Augustine, FL

St. Joseph's Catholic Church
Jacksonville, FL

St. Joseph's Historic Church
Jacksonville, FL

Jacksonville Classical Academy
Jacksonville, FL

Embry Riddle Aeronautical University, Phase I, II, III
Daytona Beach, FL

Jacksonville University Healthcare Science Institute
Jacksonville, FL

North Florida School of Special Education
Jacksonville, FL

Flagler College - Commons and New Resident Hall
St. Augustine, FL

Jacksonville Classical Academy
Jacksonville, FL

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Carrington McVeigh, P.E., LEED AP
Senior Structural Engineer
Years of Experience: 46
(32 years with IMEG)



Education
BS in Civil Engineering, Virginia Military Institute
ME in Civil Engineering, University of Virginia
MBA, University of North Florida

Registration
Professional Engineer: Florida (30692)
Structural Engineer: Georgia (SE000063)
LEED Accredited Professional

Availability: 25%

CARRINGTON MCVEIGH, PE, SE, LEED AP, founder of McVeigh & Mangum Engineering, now IMEG, has 46 years experience in the design of structural steel, wood, reinforced concrete, masonry and pre-stressed concrete facilities in the commercial, educational, industrial, governmental, medical, retail, and residential markets. He has provided inspection and renovation of existing structures, bridge design, and the design of unique structures. Carrington's responsibilities include all aspects of structural engineering, including analysis, design, investigation, inspection, construction document preparation, cost estimating, and construction administration.

Fire Station # 40
Jacksonville, FL

Fire Station #57
Jacksonville, FL

Fire Station #58
Jacksonville, FL

9,500 SF of Fire Station #64
Jacksonville, FL

50,000 SF Sheriff's District 2 Administration & Operations Complex
Palm Coast, FL

800,000 SF New Civil & Criminal Courthouse
Duval County, Jacksonville, FL

Florida Public Utilities Office Building
Yulee, FL

Palm Coast City Hall
Palm Coast, FL

Fire Station #18
Pine Island, St. John's County, FL

Fire Station #18
St. John's County Fire Rescue, Ponte Vedra, FL

34,922 SF Fire Station #11 & Sheriff's Office Southwest Operation Center
Jacksonville, FL

St. John's County Health Department
St. John's County, FL

25,000 SF Sheriff's Fleet Service & Guard House
St. John's County, FL

US Customs Border Patrol & US Coast Guard
Jacksonville, FL

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Jason Smith, PE,
LEED AP BD+C, CEM
Mechanical EOR
Years of Experience: 34
(30 years with OCI)



Education
BS, Electrical Engineering,
University of Central Florida,
1997

Registration
Registered Engineer, Florida PE #55743

Availability: 40%

Jason Smith, PE, LEED AP BD+C, CEM has been heavily involved in over 100 government projects ranging from small upgrade and IAQ improvement projects under $4 million to large scale $100 million jail renovations. He serves in this role on Continuing Services Contracts for city, county, and federal agencies as a Prime Consultant and a Subconsultant on similar A/E contracts. He brings an understanding of the challenges associated with HVAC replacements within occupied buildings, leading OCI's design team thru CD's and providing QA/QC drawing reviews.

Volusia County A/E for Repair & Renovation Projects
Volusia County, Florida | with PQH Group

Brevard County MEP Continuing Services
Brevard County, Florida

Osceola County MEP Continuing Services
Osceola County, Florida | Multiple Projects Simultaneously

City of Palm Beach Gardens MEP Continuing Services
Palm Beach Gardens, Florida

City of Tampa MEP Continuing Services
Tampa, Florida

Lee County MEP Continuing Services
Lee County, Florida | Multiple Projects Simultaneously

Manatee County MEP Continuing Services
Manatee County, Florida

St. Lucie County MEP Continuing Services
St. Lucie County, Florida | Multiple Projects Simultaneously

Town of Longboat Key MEP Continuing Services

Keith Liatsos, PE
Electrical EOR
Years of Experience: 21
(12 years with OCI)



Education
BS, Electrical Engineering,
University of Central Florida,
2001

Registration
Registered Engineer, Florida PE #66402

Availability: 40%

Keith Liatsos, PE principal areas of design are lighting, power distribution (low voltage and medium voltage), emergency systems, and fire alarm systems. He has served as the Electrical Engineer of Record (EEOR) on over 50 government projects ranging from facility studies/assessments, LED replacements, technology upgrades, interior renovations, and new construction. Keith utilizes innovative solutions to improve building power performance and helping clients with backup generators in high risk coastal areas for emergency management.

Volusia County A/E for Repair & Renovation Projects
Volusia County, Florida | with PQH Group

Brevard County MEP Continuing Services
Brevard County, Florida

Osceola County MEP Continuing Services
Osceola County, Florida | Multiple Projects Simultaneously

City of Tampa MEP Continuing Services
Tampa, Florida

Lee County MEP Continuing Services
Lee County, Florida | Multiple Projects Simultaneously

Manatee County MEP Continuing Services
Manatee County, Florida

St. Lucie County MEP Continuing Services
St. Lucie County, Florida | Multiple Projects Simultaneously

Town of Longboat Key MEP Continuing Services
Longboat Key County, Florida

Department of Management MEP Continuing Services

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Kaz Kazeminia, NICET
Director of Plumbing + Fire Protection
Years of Experience: 26
(26 years with OCI)



Education
American University, Washington DC

Registration
Nat'l Institute for Certification in Engineering Technologies

Availability: 40%

Kaz Kazeminia, NICET specializes in automatic fire protection suppression systems per NFPA 13, sanitary sewer waste, domestic water distribution, hot water/hot water return, storm system, medical gas, compressed air, and vacuum. In this role, he supports the scope development, and quality control of the design drawings of his department at major milestones. Kaz manages OCI's Continuing Contract with San Francisco International Airport which has successfully completed 14 renovation and upgrade projects since being awarded the contract in 2018.

Volusia County A/E for Repair & Renovation Projects
Volusia County, Florida | with PQH Group

Brevard County MEP Continuing Services
Brevard County, Florida

Osceola County MEP Continuing Services
Osceola County, Florida | Multiple Projects Simultaneously

City of Palm Beach Gardens MEP Continuing Services
Palm Beach Gardens, Florida

City of Tampa MEP Continuing Services
Tampa, Florida

Lee County MEP Continuing Services
Lee County, Florida | Multiple Projects Simultaneously

Manatee County MEP Continuing Services
Manatee County, Florida

St. Lucie County MEP Continuing Services
St. Lucie County, Florida | Multiple Projects Simultaneously

Town of Longboat Key MEP Continuing Services
Longboat Key County, Florida

Jimmy Burchard
Sr. Electrical + Technology Designer
Years of Experience: 39
(18 years with OCI)



Education
Apprenticeship Program
Associated Builders and Contractors Institute

Availability: 40%

Jimmy Burchard is a leader in electrical engineering for both new construction and challenging upgrades within existing buildings which is complimented with his knowledge in interior/exterior lighting, power distribution (low voltage and medium voltage), fire alarm, information technology, security, and lightning protection systems. He has managed and designed electrical and technology systems for 52 government projects since 2007. He currently manages 4 of OCI's Continuing Services Contracts for public sector agencies with projects that fall under $4 million.

Volusia County A/E for Repair & Renovation Projects
Volusia County, Florida | with PQH Group

Brevard County MEP Continuing Services
Brevard County, Florida

Osceola County MEP Continuing Services
Osceola County, Florida | Multiple Projects Simultaneously

St. Lucie County MEP Continuing Services
St. Lucie County, Florida | Multiple Projects Simultaneously

Town of Longboat Key MEP Continuing Services
Longboat Key County, Florida

Department of Management MEP Continuing Services
Central Region, Florida | Multiple Projects Simultaneously

Osceola County A/E Continuing Services Subconsultant
Osceola County, Florida

Seminole County A/E Continuing Services Subconsultant
Seminole County, Florida | Multiple Projects Simultaneously

Town of Palm Beach A/E Continuing Services Subconsultant
Palm Beach, Florida

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)



Max Kemnitz, PE,
Geotechnical Department Manager
Years of Experience: 24
(1 year with ECS)

Education
Master of Science, Civil Engineering, University of Nevada, Las Vegas, NV

Bachelor of Science, Civil Engineering, Arizona State University, Tempe, AZ

Registration
Professional Engineer: FL, AZ, NV

Availability: 45%

Max Kemnitz, PE serves as a Geotechnical Department Manager for ECS Florida, LLC. He has over 20 years of experience in geotechnical engineering, project and personnel management and consulting experience in investigation, analysis and reporting and construction phase engineering support. In additional to project and personnel management, and quality control (QC) pertaining to engineering and construction materials testing services. His responsibilities include managing all aspects of geotechnical engineering and subsurface explorations projects as well as project progress and budget management.

FBI - GSA Office Building
Daytona Beach, FL

Veterans Memorial Parkway Extension
Orange City, Florida

Vineyards of Holly Hill
Holly Hill, FL

Madison Bay - Holly Hill
Holly Hill, Florida

Holly Hill FY22 Roadway Resurfacing
Holly Hill, Florida

Deland Hangar
Deland, Florida

SE Volusia Utility Extensions
Oak Hill, Florida

Oasis Development Ponds D1 and D2 - Drawdown Analysis
Daytona Beach, Florida

Edgewater Industrial
Edgewater, Florida

International Speedway Site - Daytona Beach
Daytona Beach, Florida

Halifax Oasis Roads and Ponds
Daytona Beach, Florida

22-161-Happy Dave's Debary
Debary, FL

One Breakaway Trails - ZC-18187
Ormond Beach, Florida

DeLand Plaza Commercial Development
DeLand, FL

Medical Park City - NSB
New Smyrna Beach, Florida

Grand Coquina Seawall Repair
Daytona Beach Shores, Florida

Putnam Estates DeLand
Deland, Florida

LaMer - Wall
Daytona Beach Shores, Florida

Proposed Brownstone Residental Development - LPGA Blvd
Daytona Beach, Florida

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Scott Lakey, PG, CHMM
Senior Project Manager
Years of Experience: 11
(9 year with ECS)



Education
Master of Science, Geology, University of South Florida, Tampa, FL

Bachelor of Science, Environmental Science and Policy, 2012,

University of South Florida, Tampa, FL

Registration
Professional Geologist: FL #PG3148
Certified Hazardous Materials Manager

Availability: 45%

Scott Lakey, PG, CHMM is a Senior Project Manager with a broad experience set overseeing environmental due diligence projects on single/multifamily residential, commercial, and industrial properties. Direct expertise includes Phases I & II ESAs, regulatory site assessments and remediation, brownfield redevelopment projects, environmental permitting, historic landfill redevelopment, UST closures, vapor screening and property condition assessments.

Mirage Villas Phase I ESA
Holly Hill, FL

Nova Road Tire Outlet Phase I ESA
Holly Hill, Florida

Cedar Oaks Pre-Reno ACM
Holly Hill, FL

Clarcona Wawa Phase I & II ESA
Ocoee, Florida

Clearwater Office Park PCA
Clearwater, Florida

Clearwater Plaza Solvent & Vapor Assessment
Clearwater, Florida

Eagle Metals Phase I ESA
Tampa, Florida

Former Activated Carbon Processing Facility Phase I & II Esa
Mulberry, Florida

Kissimmee Utility Authority Groundwater Evaluations
Kissimmee, Florida

International Speedway Site - DB
Daytona Beach, Florida

Largo Former Landfill Redevelopment
Largo, FL

Mitusina Brownfield Assessment & Remediation Design
Ruskin,, Florida

Oakland Wawa Phase I & II ESA
Oakland, FL

Oaks of Pasco Former Golf Course Phase I & II ESA & Remediation
Zephyrhills, Florida

Proposed Riverview School Radon Evaluation
Riverview, Florida

Proposed Winter Park Bank Assessment & Remediation Design
Winterpark, Florida

Raytheon 1,4-Dioxane Plume Delineation
St. Petersburg, Florida

Sherwood Manor Redevelopment
Ruskin, Florida

St. Petersburg Petroleum Station Assessment and In-Situ Chemical Oxidant Remediation
St. Petersburg, Florida

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

St. Johns County Continued Service

St. Johns County, Florida - PQH and McVeigh and Mangum, IMEG


Administration Building


Courthouse



Library Criteria Package


Sheriff's Fleet Building



EOC


Golf Clubhouse

Size

Various SF

Date of Completion

2003--Present

Client & Contact

Jason McKay
904-209-0192
jmckay@sjcfl.us
2750 Industry Center Road
St. Augustine, Florida 32084

Cost

N/A

Relevance

Continued Service
Public Works
Municipal & Federal

Projects completed in the last 5 years:

1. Golf Clubhouse / Cart Barn
2. Medical Examiner Office Addition
3. Courthouse Renovations
4. Hastings School Evaluation
5. Facility Needs Assessment
6. Administration Building
7. Sheriff's Fleet Operation (in design)
8. Vilano Boat Ramp Facilities

Older Projects:

9. Multiple Fire Stations
11. Anastasia Island Branch Library
12. Emergency Operations Center
13. Health Center

PQH Group continues to provide services for the Architectural Continuing Contract with St. Johns County, which has spanned nearly 2 decades.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

JEA Continued Service

Jacksonville, Florida - PQH and McVeigh and Mangum, IMEG


Waterworks Exterior



Visitor Center


Waterworks


JUTC Training Facility

Since 1999, PQH has provided professional services under a continuing service contract with JEA. Projects have ranged in size from full building renovations to minor projects such as signage.

Size

Various SF

Date of Completion

1999--Present

Client & Contact

Florida Dept. of Transportation
Jennifer Bacmeister, PMP
904-665-4656
21 West Church Street
Jacksonville, Florida 32202
Stokjl@jea.com

Cost

$6.9 M

Relevance

Continued Service
Public Works
Municipal & Federal

Last 5 years or currently in progress:

1. Blackford Sign
2. Glove Lab (In Design)
3. JUTC Training Facility
4. Brandy Branch Building 16 Restrooms

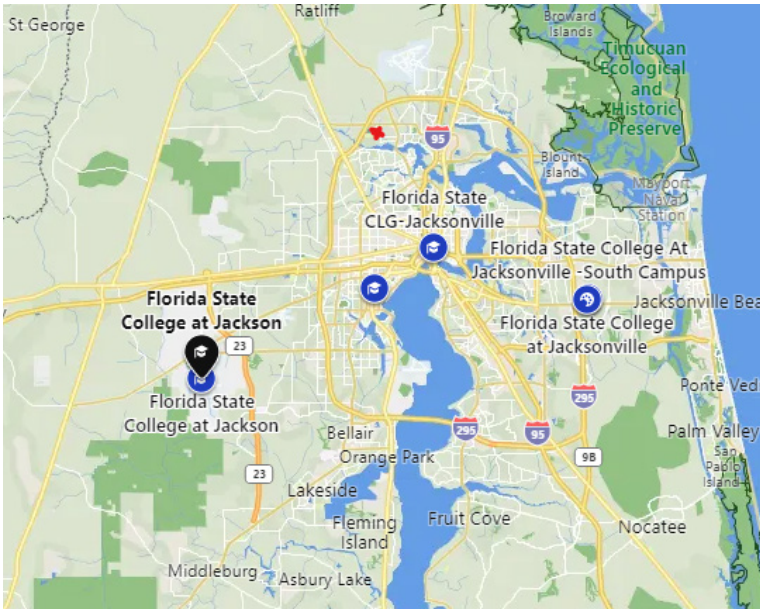
Older Projects:

1. WSSE Building 5 Redesign
2. SSSC Industrial; Training Facility
3. Waterworks Visitor Center
4. Waterworks Musem Restoration

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Florida State College at Jacksonville Continuing Services

Jacksonville, Florida - PQH and McVeigh and Mangum, IMEG



Size

400,000 SF

Date of Completion

Ongoing

Client & Contact

Florida State College
at Jacksonville
Audrey B. Monroe
501 West State Street
Jacksonville, FL 32202
904-632-3087
amonroe@fscj.edu

Cost

N/A

Relevance

Continued Service Contract

Last 5 years or currently in progress:

1. Dental Hygenist Program
2. Cardiovascular Technology Program (CVT)
3. Campus Assessment









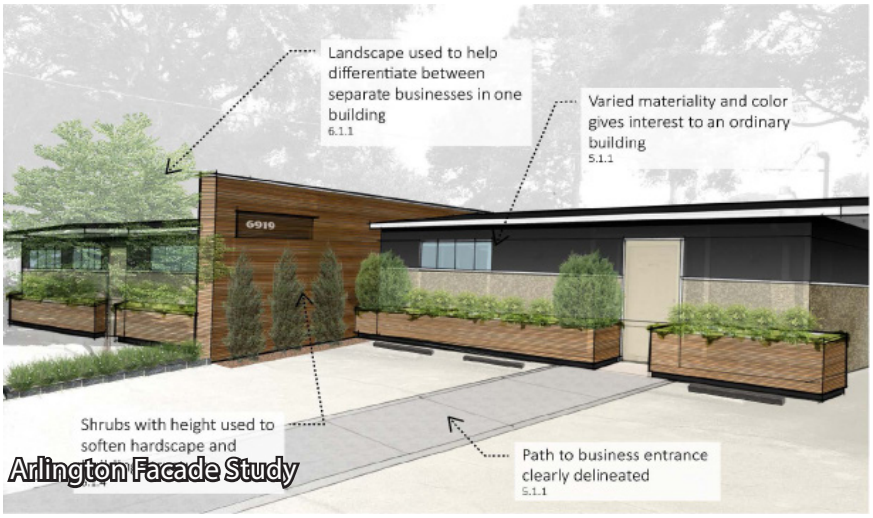
PQH Group is currently working with FSCJ on Evaluations and Assessments of all FSCJ 5 campuses as part of updating the colleges' master plan and capital improvement forecasting.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

City of Jacksonville Multiple Projects

Jacksonville, Florida - PQH and McVeigh and Mangum, IMEG







Size

Various SF

Date of Completion

2000--Present

Client & Contact

City of Jacksonville
Maria Williams
904-255-8837
Mariacw@coj.net
214 N. Hogan Street, Suite 105
Jacksonville, FL 32202

Cost

N/A

Relevance

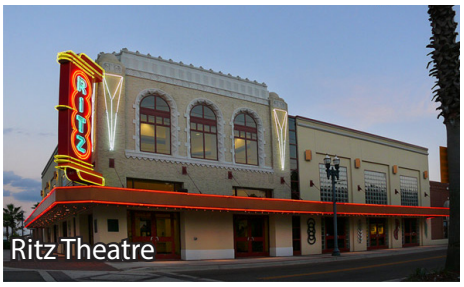
Multiple Projects
Public Works
Municipal

Last 5 years or currently in progress:

1. Blue Cypress Pool
2. Fire Stations 63, 64 & 65
3. Oceanway/New Berlin Library
4. Arlington Facade Study
5. First Coast Aquatic Center Study

Older Projects:

1. The Ritz Theatre
2. Claude E. Yates City Hall Annex



Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Jacksonville University Multiple Projects

Jacksonville, Florida - PQH and McVeigh and Mangum, IMEG


Health & Science Building


John Sessions Baseball Stadium


Swisher Gym Roof


Lacrosse Fieldhouse

Size

Over 200,000 SF

Date of Completion

2015--Present

Client & Contact

Jacksonville University
Jessica Ligator
Director of Capital Projects
2800 University Blvd. North Jacksonville, Florida 32211
jligator@ju.edu
904-256-7671

Cost

N/A

Relevance

Multiple Projects

Completed in the last 5 years:

1. Health and Science Building
2. Lazzara STEAM Building
3. Lacrosse Fieldhouse
4. Baseball Stadium Renovations
5. Swisher Gym Roof Replacement

Older Projects:

1. Dolphin Dorms

Jacksonville University commissioned PQH Group to perform professional Architectural services to help them form a vision for the main Jacksonville Campus. Over the years, PQH has been proud to have contributed to the growing educational campus environment and Jacksonville University's continued success.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Embry Riddle Aeronautical University Multiple Projects

Daytona Beach, FL - PQH, McVeigh and Mangum IMEG, OCI



Client & Contact

ERAU
Chris Hardesty
Director, University Planning & Construction Management
386-226-6512
Chris.hardesty@erau.edu
600 S Clyde Morris Blvd

Relevance

Continued Service Contract





PQH has completed 3 phases of residence halls and a dining facility for ERAU.

(2017)	Daytona Phase 1:	5 story	144,411 SF	$22.4 Million
(2018)	Prescott, AZ. Ph. 1:	3 Story	73,600 SF	$17.2 Million
(2019)	Dayotna Phase 2:	5 Story	165,000 SF	$28.9 Million
(2021)	Daytona Phase 3:	7 Story	227,000 SF	$51.4 Million

Parking Garage:

3 1/2 levels
600 Parking Spaces
239,172 SF
Cost: $14 Million
Completed: 2022



The garage is designed to meet the requirements of the adjoining airport flight lane and includes features to allow tie-down storage of small airplanes during storms. There is an air conditioned area of approximately 8,000 SF on the first level that houses a Postal Service and Security Office for the University.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Flagler College Multiple Projects

St. Augustine, Florida - PQH and McVeigh and Mangum, IMEG



Abare Hall

Size

Various SF

Date of Completion

2017--Present

Client & Contact

Flagler College
David Carson
904-819-6230
dcarson@flagler.edu
74 King Street
St. Augustine Florida, 32084

Cost

N/A

Relevance

Multiple Projects


Ponce Residence Hall

(2022) Lewis Hall:	$1.5 M	Renovation
(2022) Ponce de Leon Hall:	$7.0 M	Renovation
(2021) Facilites Bldg:	$2.1 M	Renovation
(2017) Abare Hall:	$15.5 M	New Build
(2017) Commons/Garage:	$5.5 M	New Build


Commons & Garage (Abare Hall)



Facilities Building

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Communication - Project Coordination & Administration



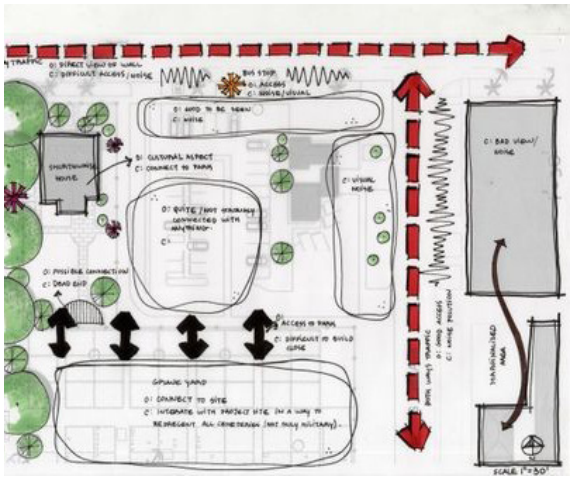
The most important aspect of our Design Approach is communication. We believe that our best Projects are those where the client's needs and aspirations are translated into a built reality in the form of Architecture. Our primary tasks are to listen and understand the Owner's and User's needs. Applying our knowledge, experience and understanding of Design are the tools we bring to the Owner to interpret his program needs and to realize the vision of what the project should look like.
The communication aspect of our coordination and administration role are exemplified not only in our involvement with the client, but also in our management of the project with our Engineers and during construction with the Contractor.

Information Gathering & Programming

Our Design Process begins by listening to the Owner's Staff and Stakeholders goals and objectives, it is followed by assisting the Owner in quantifying and analyzing their program needs. After the Program Analysis is completed, we evaluate the Budget Parameters and verify that the Project Funding is in line with the Programmatic Needs and Aesthetic Objectives of the project. Throughout this interactive process, PQH is continuously exchanging input and feedback with the Owner to confirm the scope parameters for the Project.

Site Analysis

Site Analysis is a critical part of the evaluation process that helps define the parameters of a project. It entails weighting the natural features of a site against the program requirements for a project and finding the proper balance between preserving and protecting the ecosystem and meeting the goals and objectives for the desired building program. Site Analysis and Evaluation are comprised of two main elements, The Natural Environment and the Built Environment.



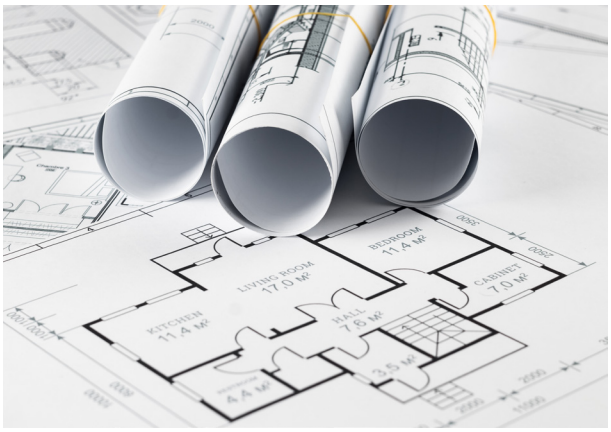
Natural Site Elements Include:

- Topography
- Tree Coverage
- Wetlands
- Site Orientation
- Existing Surrounding Ecosystem
- Views & Amenities

Built Environment Elements Include:

- Roads & Sidewalks
- Utilities
- Existing Surrounding Buildings and Context

A well thought out site analysis blends maximizing the potential development of the site with conservation of National Resources in a cost effective way that is complementary with the Existing Ecosystem.



Conceptual Design Reviews and Owner Input

Based on the Owners overall program and objectives, a series of Conceptual Design ideas are presented for review and consideration. From these conceptual ideas a preferred concept is selected for evaluation and development. The process of developing and refining the concept is the most important aspect of this phase of the project. Once the concept is determined it becomes the catalyst for all other design decisions, much like DNA in the development of life.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Preliminary Design and Owner Review

The Design Team articulates the selected concept into an Architectural Building envelope. The Floor plan is shaped to reflect the program needs and spatial adjacencies. The building volume is shaped along with its Aesthetic Character. During this process, the Owner has the opportunity to review the architectural components of the building and provide input with regards to the program functions and spatial relationships. In addition, the exterior character studies are discussed in an ongoing basis to assure that the Aesthetic Character and Branding of the exterior are in line with the Owner's objectives and aspirations.

Construction Documents

Once system selections are made and materials are selected, the final component is developing a comprehensive set of documents that coordinates all building elements into a cohesive design. This process entails strict coordination between engineering disciplines to ensure build-ability and adherence to the project budget. The Owner is provided with updated plans at 60%, 90% and 100% to review for overall layout and provide specific input in detail areas such as millwork design, location of communication and power outlets, specialty aspects such as audio visual, lighting and stage requirements.

As part of this phase, a binder of product cut sheets, including lighting and plumbing fixtures and other specialty items are prepared to allow the Owner to review for appropriateness and aesthetic compatibility with the overall concept and budget parameters. The goal of this phase is to produce a set of documents that depict the Owner's vision in a concrete, tangible way that allows for permitting and bidding the project and ultimately constructing a building that correlates with the Owner's vision and objectives.



Design Reviews and Coordination

During the Project Design there is a series of milestones that provide the opportunity to review the work at each phase with the Owner for compliance with the project objectives and budget. In addition to that, at each phase the A/E Team reviews the drawings for coordination with all Engineering Disciplines. This process follows a comprehensive step by step plan that incorporates 3D clash detection and uses a checklist to verify that the scope of each phase has been completed and is in compliance with the project requirements. After completion of the review, the A/E Team creates a report that is distributed to the entire team to use as a check list for coordination during the next phase.

Permitting

During the permitting phase PQH assists the Owner and CM with the submittal of plans to the Permitting Agency Having Jurisdiction (AHJ). Once the AHJ reviews the plans and issues comments, PQH will address the comments by answering questions and making applicable plan modifications. A key component of the re submittal process is to include a written summary that clearly outlines the response to each of the review comments.

A key aspect of our Approach to permitting it engaging with the building officials early to go over the Project parameters, discuss code compliance and go over any areas that may require interpretation.

Quality Assurance Program

Our internal goals regarding Quality are as follows:

- Achieve continuous improvement of review methods and reporting.
- Instill a prevailing attitude of satisfying the Client's needs.
- Attain a standard of 100% conformance to construction requirements.

Our Team's "proactive" method of project delivery affords the opportunity for obtaining exceptional construction quality by facilitating the communication between the project participants in a collaborative relationship from project inception.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Schedule Management

PQH is accustomed to working in a fast pace environment where clients have time frame expectations that need to be met. A relevant example is the design and construction of Jacksonville Classical Academy; A K-12 school with close to 90,000 SF designed in the span of 5 months and built in less than 11 months in time for the start of the 2020 school year.

PQH also monitors construction progress against the proposed schedule to ensure the project is progressing at the proper pace and to assist the contractor in identifying areas that may need to be addressed in order to make up for any delays encountered.

For PQH, almost every Project and Public Works specifically we have been involved with has been delivered under a tight time-frame as summarized in the chart below:

PROJECT	DESIGN TIME FRAME	CONSTRUCTION TIMELINE
SJC Fire Station # 18 - Nocatee	5 Months	11 Months
SJC Courthouse Renovations	6 Months	13 Months
SJC Medical Examiner Modifications	5 Months	9 Months
SJC Golf Clubhouse Renovations	4 Months	8 Months
SJC Vilano Boat Ramp Restrooms	2 Months	6 Months
COJ Fire Station # 50	3 Months	8 Months
JEA Pearl Street Office Renovations	6 Months	12 Months
JTA St. Johns River Ferry Docks	4 Months	6 Months

Budget and Cost Control



PQH has earned a reputation for being committed stewards of our client's budget. During all stages of design, PQH Construction Estimating Staff prepares an Opinion of Probable Cost (OPC), starting with conceptual design and through all stages of the Construction Document phase. During each stage, we work with our valued clients to fine tune the project scope and update the OPC to align within the budget in order to provide maximum scope of work with optimum dollar expenditures.

Our Team brings together the benefits of an in-house contractor that is continuously pricing projects, is up to date on building construction materials, labor market prices, and has access to sub-contractor pricing as well as an Architect that has experience in Construction Management and Design Built Delivery Methods. This allows for us to be conscious of cost implications, which we consider an integral part of the design process.

During the Design Phases, our team works closely together to identify Materials and Systems in the context of the design intent, initial cost, durability, maintenance and life cycle cost implications for the project. Products and systems are evaluated and sorted out in relation to cost and applicable design criteria. That information is then discussed with the client to get their input and preference. This process allows the client the opportunity to be informed and participate in the decision making and cost control process. Once an initial budget is set after schematic design, it gets reviewed and adjusted after each phase of design for any design modifications or changes in scope.

During the Design Process, our Team is also able to provide cost information for alternative materials and systems for the client to consider. As well as evaluate the design options for alternates and additional building program areas. Our goal is to create an efficient and productive process for the creation of affordable projects.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Budget and Cost Forecasting

Budgeting and Cost Control / Opinion of Probable Cost

Budgeting and cost estimating are intended to provide a basis upon which evaluations of the Project. Criteria may be evaluated against the Owner's overall Project budget and budget for the Cost of Construction. Our experience has shown the importance for including contingencies for design, bidding, construction phase, and for price escalation.

Preliminary Estimate

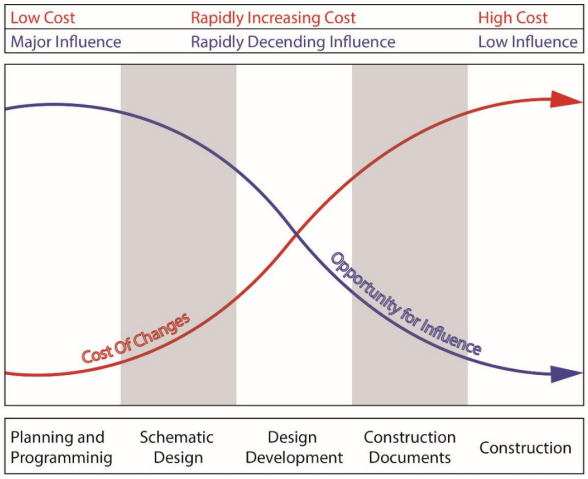
When Project Criteria requirements have been sufficiently identified, PQH prepares a preliminary estimate of the overall Project cost and the Anticipated Cost for Construction.

Updated Estimate

As the Project Criteria requirements become more clearly articulated, PQH updates and refines the preliminary estimate of probable cost for the overall Project and the Cost of the Work.

Advise on Adjustments to Previous Estimates

PQH is proactive in the process to advise the Owner of any adjustments to previous estimates of overall Project cost based on changes or refinements in Project requirements or in general market conditions.



Meeting Your Budget- Project Cost Tracking

Examples of recent Project estimated Opinion of Cost versus Total Cost are summarized in the chart below:

Project	SF	Year Completed	Est. Opinion Of Cost	Total Cost	Construction Cost PSF
City of Jacksonville Fire Station #65	9,653	2023	$4,900,000	$4,750,000	$497
St. Johns County Fire Station #18	8,417	2015	$2,250,000	$2,180,636	$260
City of Jacksonville Fire Station #50	10,356	2012	$2,500,000	$2,487,624	$240
St. Johns County Golf Clubhouse	10,827	2022	$1,135.000	$1,065,000	$98
St. Johns County Warehouse Improvements	12,500	2018	$1,550,000	$1,400,000	$112
Jacksonville University Lacrosse Field House	8,400	2019	$1,680,000	$1,665,000	$199
Quarry Storage Facility	24,000	2021	$6,000,000	$5,172,645	$215
JTA St. Johns River Ferry	2,500	2022	$550,000	$532,363	$213

Contract Administration

Our office is committed to each project from design through construction. We have a full-time Construction Administrator (CA) who constantly monitors all construction activities by making periodic visits to the job site, writing reports and answering questions. The CA process for this project will be headed by our Construction Administrator who is a registered general contractor with over 30 years of industry experience. Our CA Team will work with the A/E design and document production team in the areas of systems applicability/selection, constructibility, value management, cost control and schedule management. The CA Team will monitor the A/E's opinion of probable cost throughout the design process.

PQH's Design and CA Team will be involved with this project from inception through its completion by performing constructibility reviews of working design documents as well as cost monitoring. In addition, the Team will oversee that the project is completed on time and within budget will also assist in preparing that pertinent quality control measures are followed, and meet overall Project Goals.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Post Construction Phase

These services usually start after substantial completion has been achieved; however, in many situations where the Owner needs to occupy parts of the facility as they become available (Beneficial Occupancy) this post construction period may spare various phases of construction. The usual tasks include:

- Punch List Preparation
- Assistance with Occupancy and Start Up
- Assistance with Guaranteed Performance Issues
- Maintenance, Warranty and Operating Personnel Program
- Assembling all Close-out Documentation
- Final Completion Inspections
- Assistance with Warranty Period Issues
- One year Warranty Inspection

Quality Control Checklist Report

Prepared by our Construction Administrator to monitor and report field activities - including:

- Review of specified project submittals/shop drawing for general conformance
- Site observation visits and reports during construction, on a weekly or as-needed basis
- Compliance with schedule and other general conditions
- Review of contractor's requests for information
- Review of contractor's applications for payment per the schedule of values
- Prepare Punchlist
- Final inspection



Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

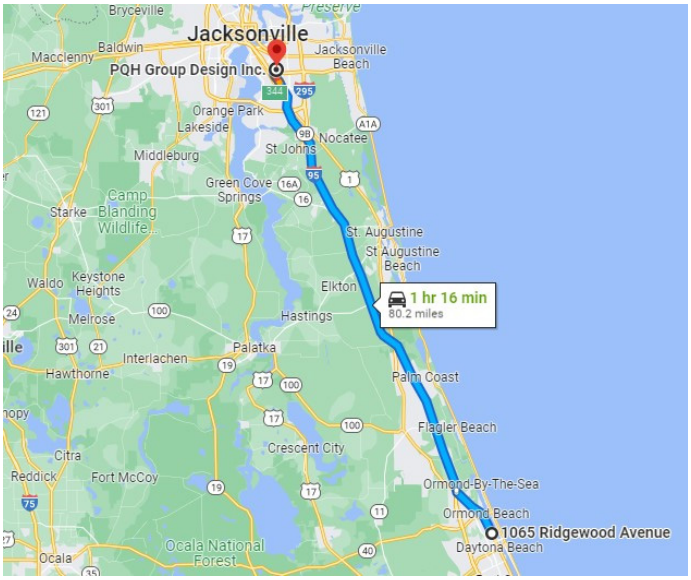
SECTION 3

FIRM'S OFFICE LOCATION AND NUMBER OF EMPLOYEES

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

SECTION 3– LOCATION & EMPLOYEES

Jacksonville, Florida
80 miles, 1 hr 16 mins from City Hall
32 Employees
Availabiltiy: 40%



Jacksonville, Florida
76 miles, 1 hr 21 mins from City Hall
39 Employees
Availability: 25%

Maitland, Florida
54 miles, 1 hr from City Hall
82 Employees
Availability: 40%

Daytona, Florida
7 miles, 15 mins from City Hall
225+ (ECS Florida, LLC)
Availability: 45%

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

SECTION 4

FIRM'S CLIENT REFERENCES

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

SECTION 4– CLIENT REFERENCES

Reference No. 1	JEA Continuing Service Contract
Address	21 West Church Street
City, State, ZIP	Jacksonville, Florida 32202
Contact Person	Jennifer Bacmeister, PMP
Telephone & E-mail	904-665-4656 stokjl@jea.com
Date(s) of Service	1999-Present
Type of Service	Design/Build
Comments:	

Reference No. 2	Florida Department of Transportation Continuing Service Contract
Address	605 Suannee Street
City, State, ZIP	Tallahassee, Florida 32399
Contact Person	John McCarthy
Telephone & E-mail	386-961-7256 john.mccarthy@dot.state.fl.us
Date(s) of Service	2003-2017
Type of Service	Design, Build, Master Site Planning
Comments:	

Reference No. 3	City of Jacksonville Multiple Projects
Address	214 N. Hogan Street, Suite 105
City, State, ZIP	Jacksonville, Florida 32202
Contact Person	Maria Williams
Telephone & E-mail	904-255-8837 mariacw@coj.net
Date(s) of Service	2000-Present
Type of Service	Design/Build, Renovations
Comments:	

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

SECTION 4– CLIENT REFERENCES

Reference No. 4	Florida State College at Jacksonville Continuing Service Contract
Address	501 West State Street
City, State, ZIP	Jacksonville, Florida 32202
Contact Person	Audrey B. Monroe
Telephone & E-mail	904-632-3087 amonroe@fscj.edu
Date(s) of Service	Ongoing
Type of Service	Design, Build, Master Planning, Facility Needs Evaluation & Assessment, Reno
Comments:	

Reference No. 5	Jacksonville University Multiple Projects
Address	28000 University Blvd North
City, State, ZIP	Jacksonville, Florida 32211
Contact Person	Jessica Ligator, Director of Capital Projects
Telephone & E-mail	904-256-7671 jligator@ju.edu
Date(s) of Service	2015-Present
Type of Service	Design, Build, Master Site Planning, Renovations
Comments:	

Reference No. 6	Embry Riddle Aeronautical University Multiple Projects
Address	600 S Clyde Morris Blvd
City, State, ZIP	Daytona Beach, Florida 32114
Contact Person	Chris Hardesty
Telephone & E-mail	386-226-6512 Chris.hardesty@erau.edu
Date(s) of Service	2017-Present
Type of Service	Design/Build
Comments:	

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

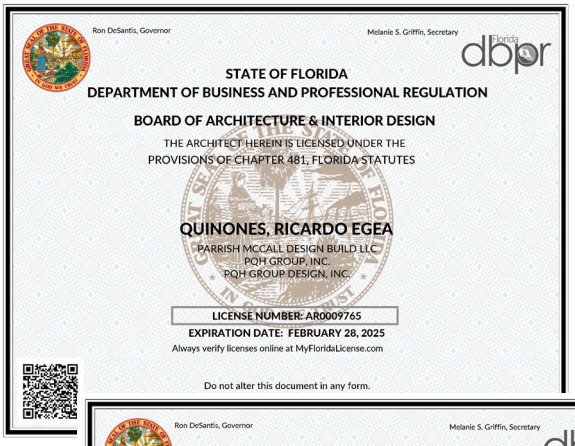
SECTION 5

ATTACHMENTS

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

SECTION 5–ATTACHMENTS: Licenses/Certificates

PQH



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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

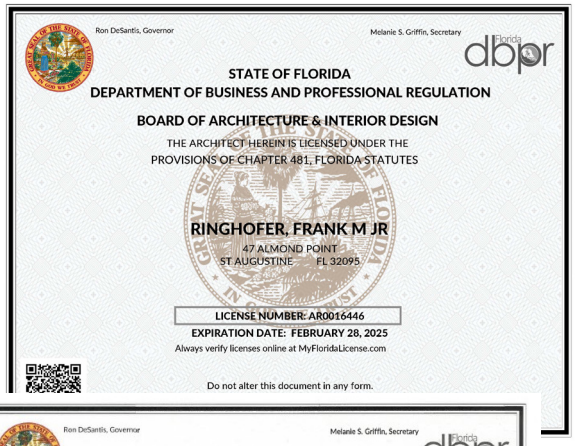
BOARD OF ARCHITECTURE & INTERIOR DESIGN

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PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

QUINONES, RICARDO EGEA
PARRISH MCCALL DESIGN BUILD LLC
POH GROUP, INC.
POH GROUP DESIGN, INC.

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ST AUGUSTINE FL 32095

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MINOZZI, ALDO
4141 SOUTHPOINT DRIVE EAST
SUITE 200
JACKSONVILLE FL 32216

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CONSTRUCTION INDUSTRY LICENSING BOARD

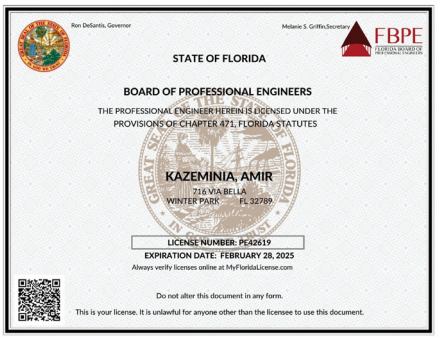
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CHASTAIN, ROGER E
CHASTAIN CONTRACTING COMPANY INC
6671 CISCO GARDEN ROAD WEST
JACKSONVILLE FL 32219

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KAZEMINIA, AMIR
716 VIA BELLA
WINTER PARK FL 32789

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LEED AP BD+C

GREEN BUSINESS CERTIFICATION INC. CERTIFIES THAT

Jason Smith

HAS ATTAINED THE DESIGNATION OF

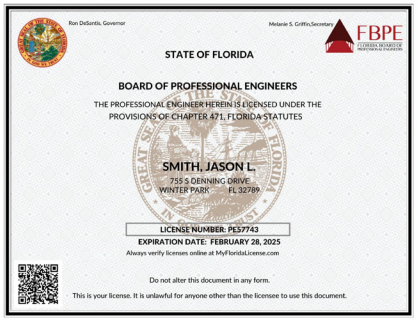
LEED AP® Building Design + Construction

by demonstrating the knowledge and understanding of green building practices and principles needed to support the use of the LEED® green building program.

10197282-AP-BD+C

22 AUG 2011

19 AUG 2023



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STATE OF FLORIDA

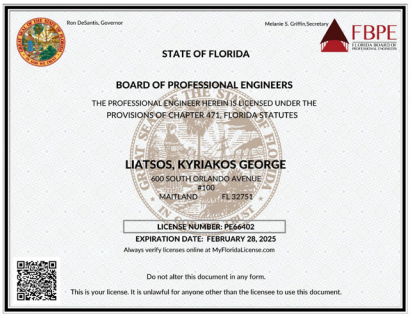
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SMITH, JASON L.
755 S DENNING DRIVE
WINTER PARK FL 32789

LICENSE NUMBER: PE57743
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LIATSOS, KYRIAKOS GEORGE
600 SOUTH ORLANDO AVENUE
#100
MAITLAND FL 32751

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SECTION 5–ATTACHMENTS: Licenses/Certificates

McVeigh & Mangum, IMEG



GBCI

GREEN BUILDING CERTIFICATION INSTITUTE

HEREBY CERTIFIES THAT

Carrington McVeigh

HAS ACHIEVED THE DESIGNATION OF

LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™.

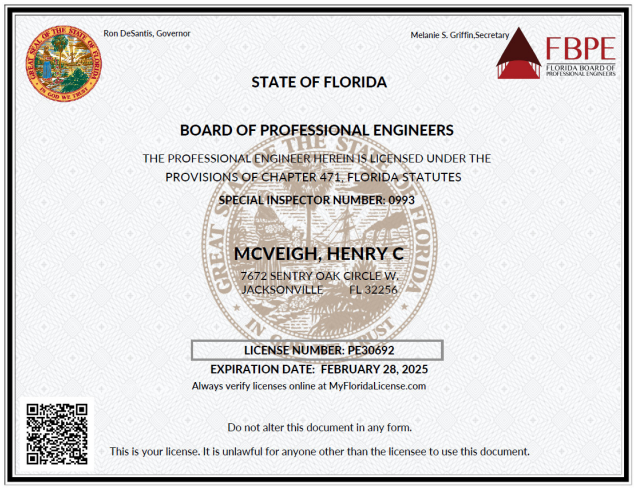
Chairman

February 20, 2009

Date Issued

Peter Templeton, President

Printed on 50% bamboo fibers / 50% post-consumer fibers with vegetable based inks.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE

FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SPECIAL INSPECTOR NUMBER: 0993

MCVEIGH, HENRY C

7672 SENTRY OAK CIRCLE W.
JACKSONVILLE FL 32256

LICENSE NUMBER: PE30692

EXPIRATION DATE: FEBRUARY 28, 2025

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ECS

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Professional Engineer	KEMNITZ, MAXIMILIAN	Primary	93191 Prof Engineer	Current, Active 02/28/2025



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

dbpr

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL GEOLOGISTS

THE PROFESSIONAL GEOLOGIST HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 492, FLORIDA STATUTES

LAKEY, SCOTT

108 E LAMBRIGHT ST
TAMPA FL 33604

LICENSE NUMBER: PG3148

EXPIRATION DATE: JULY 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

RFQ-ARC-23-01 ARCHITECTURAL SERVICES

Section 5 –
Qualification Submittals

PROJECT: **Architectural Services**
CITY CONTRACT NO. **RFQ-ARC-23-01**

Name of Proposer: PQH Group Design, Inc.

Mailing Address: 4141 Southpoint Drive East Suite 200

Street Address: 4141 Southpoint Drive East Suite 200

City/State/Zip: Jacksonville, FL 32216

Phone Number: (904) 224-0001

FAX Number: (904) 224-0023

Pursuant to and in compliance with the Request for Qualifications, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity Contract Documents, including Addenda Nos. _____ through_____, on file at the Purchasing & Contracts Management Division for the amount hereinafter set forth.

The undersigned, as Proposer, declares that the only persons or parties interested in this Qualification as principals are those named herein; that this Qualification is made without collusion with any person, firm or corporation; and he proposes and agrees, if the Qualification is accepted, that he/she will execute an Agreement with the CITY in the form set forth in the Contract Documents; that he/she will furnish Insurance Certificates, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive.

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 19th day of June, 2023.

PQH Group Design, Inc.
(Name of PROPOSER)

(Signature of person signing FORM)

Ricardo Quiñones
(Printed name of person signing FORM)

President
(Title of person signing FORM)

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

RFQ-ARC-23-01 ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Qualification, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Qualification.

I hereby propose to furnish the goods or services specified in the Request for Qualification at the prices, rates or discounts quoted in my Qualification. I agree that my Qualification will remain firm for a period of up to one hundred twenty (120) days in order to allow the City adequate time to evaluate the Qualifications.

I agree to abide by all conditions of this Qualification and understand that a background investigation may be conducted by the City of Holly Hill Police Department prior to award.

I certify that all information contained in this Qualification is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Qualification on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this Qualification is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Qualification for the same product or service; no officer, employee or agent of the City of Holly Hill Government or of any other Proposer interested in said Qualification; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business
PQH Group Design, Inc.
By: _____
Signature

Ricardo Quiñones, President
Name & Title, Typed or Printed

4141 Southpoint Drive East Suite 200
Mailing Address

Jacksonville, FL 32216
City, State, Zip Code

(904) 224-0001
Telephone Number

Sworn to and subscribed before me

This 19 day of June 2023

Kiersten L Lewis
Signature of Notary

Notary Public, State of Florida

Personally Known
-OR-
Produced Identification _____

Type: _____

KIERSTEN L. LEWIS
Commission # HH 183966
Expires February 3, 2026
Bonded Thru Troy Fain Insurance 800-385-7019

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA)
) **ss**
CITY OF Jacksonville)

Before me, the undersigned authority, personally appeared Ricardo Quiñones, who was duly sworn, deposes, and states:

1. I am the President of PQH Group Design, Inc. with a local office in Jacksonville, FL and principal office in Jacksonville, FL.
2. The above named entity is submitting an Expression of Interest for the City of Holly Hill project described as ***RFQ-ARC-23-01 Architectural Services***
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting Qualifications for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of Holly Hill.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Holly Hill.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of Holly Hill in writing.

DATED this 19th day of June, 20 23.

Ricardo Quiñones
Typed Name of Affiant

President
Title

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

Sworn to and subscribed before me this 19 **day of** June, **20** 23.

Personally known yes

OR Produced identification _____ **Notary Public - State of** Florida

My commission expires 2-3-26

(Type of identification)

Kiersten L Lewis

(Printed typed or stamped commissioned name of notary public)

KIERSTEN L. LEWIS
Commission # HH 183966
Expires February 3, 2026
Bonded Thru Troy Fain Insurance 800-385-7019

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after receiving, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Qualification authorizes release of your firm's credit data to City of Holly Hill.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/Qualification package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the City in the event we are forced to litigate the public records status of the company's documents.

Company Name: PQH Group Design, Inc.

Authorized representative (printed): Ricardo Quiñones, President

Authorized representative (signature): 

Date: 6-19-23

Project Number: RFQ-ARC-23-01 Architectural Services

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that PQH Group Design, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Qualification, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who isso convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Authorized representative (printed): Ricardo Quiñones, President

Authorized representative (signature):

Date: 06/19/23

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
PQH Group Design, Inc.

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
4141 Southpoint Drive East Suite 200

Requester's name and address (optional)

6 City, state, and ZIP code
Jacksonville, FL 32216

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			–			–				

or

Employer identification number
4	7	–	2	9	3	3	9	6	4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person ▶** Ricardo E. Quinones | **Date ▶** 1/20/23

General Instructions

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

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

Purpose of Form

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

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

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

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

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

SECTION 6 –
DRAFT Services Agreement

CITY OF HOLLY HILL
SERVICES AGREEMENT FOR
PLANNING Services With PQH Group Design, Inc.
(REQUEST FOR QUALIFICATION RFQ-ARC-23-01)

THIS AGREEMENT made and entered into the «Council_Day» day of «Council_Month», «Council_Year» 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:

«PQH Group Design, INC.»
«4141 Southpoint Drive E, Suite 200»
«Jacksonville, FL 32216»

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.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

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)
4. American with Disabilities Act; Section 17, Paragraph (f)
5. Price Schedule
6. Business Tax Receipt
7. Request for Taxpayer Identification Number and Certification IRS Form W-9

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.

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 «Council_Day» day of, «Council_Month», «Council_Year», 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: PQH Group Design, Inc.
Authorized Corporate Officer

Date: 06/19/23

As approved by the City Commission of the City of Holly Hill at is meeting of ___ _____, 2023.

ATTEST:

_____
Valerie Manning, City Clerk

CITY OF HOLLY HILL

By: _____
Joseph A. Forte, City Manager

Date: _____

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Exhibit B

Client#: 1048774 PQHGRO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/12/2023

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

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

PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): E-MAIL ADDRESS:
INSURED PQH Group, Inc. & PQH Group Design, Inc. 4141 Southpoint Drive East #200 Jacksonville, FL 32216	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Phoenix Insurance Company — 25623 INSURER B : Travelers Property Cas. Co. of America — 25674 INSURER C : Travelers Casualty and Surety Company — 19038 INSURER D : Capitol Specialty Insurance Corporation — 10328 INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	6800J939206	05/15/2023	05/15/2024	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$10,000
	POLICY X PRO-JECT LOC						PERSONAL & ADV INJURY	$2,000,000
	OTHER:						GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	X	X	CUP4E109717	05/15/2023	05/15/2024	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		X	UB9M968370	05/15/2023	05/15/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liability			AE2021104003	05/15/2023	05/15/2024	$3,000,000 per claim $3,000,000 annl aggr.	

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

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

CERTIFICATE HOLDER

For Proposal Purposes

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) 1 of 1 #S40068850/M40061296

The ACORD name and logo are registered marks of ACORD

DGSZP

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Exhibit B

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/01/2023

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

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

PRODUCER StateFarm DENNIS M. DOYLE, JR., AGENT 7807 BAYMEADOWS RD E SUITE 100 JACKSONVILLE FL 32256	CONTACT NAME: Bonnie Skaggs PHONE (A/C, No, Ext): 904-737-3777 FAX (A/C, No): 904-737-0363 E-MAIL ADDRESS: bonnie.skaggs.p3hv@statefarm.com
INSURED PQH GROUP, INC PQH GROUP DESIGN INC. 4141 SOUTHPOINT DR E STE 200 JACKSONVILLE FL 32216	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm Mutual Automobile Insurance Company — 25178 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ COMP 250 ☒ COLL 500	Y	Y	E22 4470-C09-59C E89 1664-B27-59B 262 0504-C11-59Q	03/09/2023 02/24/2023 03/11/2023	03/09/2024 02/24/2024 03/11/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

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

THE AUTOMOBILE LIABILITY POLICY INCLUDES AN AUTOMATIC ADDITIONAL INSURED ENDORSEMENT THAT PROVIDES ADDITIONAL INSURED STATUS TO "CLIENT" ONLY WHEN THERE IS A WRITTEN CONTRACT THAT REQUIRES SUCH STATUS AND ONLY WITH REGARD TO WORK PERFORMED ON BEHALF OF "CLIENT" THE NAMED INSURED INCLUDING COMPLETED AND ONGOING OPERATIONS ON PER PROJECT BASIS. COVERAGE IS PRIMARY AND NON CONTRIBUTORY, WAVIER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES TO ALL POLICIES LISTED ABOVE AS REQUIRED BY WRITTEN CONTRACT. THIRTY (30) DAYS PRIOR WRITTEN NOTICE OF CANCELLATION EXCEPT 10 DAYS FOR NON PAYMENT OF PREMIUM WILL BE GIVEN ON ALL POLICIES LISTED ABOVE.

CERTIFICATE HOLDER	CANCELLATION
FOR PROPOSAL PURPOSES ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Bonnie B. Skaggs

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1001486 132849.14 04-13-2022

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

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: PQH Group Design, Inc.

Signature:

Printed Name: Ricardo Quiñones

Title: President

Date: 06/19/23

Affix Corporate Seal

STATE OF Florida)
) ss
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 19 day of June, 2023, by Ricardo Quiñones of PQH Group Design Inc firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

Kiersten L Lewis
Print Name Kiersten L. Lewis
Notary Public in and for the County
and State Aforementioned

My commission expires: 2-3-26

KIERSTEN L. LEWIS
Commission # HH 183966
Expires February 3, 2026
Bonded Thru Troy Fain Insurance 800-385-7019

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Exhibit E
Hourly Price Schedule

Architectural Design Services

Principal	$201.40
Associate	$191.65
Project Manager	$169.50
Project Architect	$152.05
Architect/Construction Observation	$125.65
Designer/Job Captain	$105.85
Technician 1/Intern	$93.50
Technician 2	$79.45
Bookkeeper	$113.15
Administrative Assistant	$78.35
Clerical	$68.85

Engineering Design Services

Associate	$185.40
Project Manager	$165.25
Engineer	$148.75
Engineer in Training	$112.30
Technician/Intern	$90.65

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Exhibit F

2022 - 2023 LOCAL BUSINESS TAX RECEIPT

JIM OVERTON, DUVAL COUNTY TAX COLLECTOR

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370
Phone: (904) 255-5700, option 3 Fax: (904) 255-8403
https://taxcollector.coj.net/

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 01, 2022 through September 30, 2023 .

PQH GROUP DESIGN INC
4141 E SOUTHPOINT DR
SUITE 200
JACKSONVILLE, FL 32216

ACCOUNT NUMBER: 257735
BUSINESS NAME: PQH GROUP DESIGN INC
PHYSICAL ADDRESS: 4141 E SOUTHPOINT DR
SUITE 200
JACKSONVILLE, FL 32216

CLASSIFICATION CODE: 326008 PUBLIC SERVICE OR REPAIR, NOT SPECIFIED

STATE LICENSE NO:

COUNTY TAX:	93.75
MUNICIPAL TAX:	151.25
COUNTY LATE PENALTY:	0.00
MUNICIPAL LATE PENALTY:	0.00
TOTAL TAX:	245.00

RENEWAL

VALID UNTIL September 30, 2023

*****ATTENTION*****

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

Paid INT-23-00567429 08/04/2022 $ 245.00

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Exhibit G
E-VERIFY COMPLIANCE

Affidavit of E-Verify Requirements Compliance

RFP 22-BG-13 Landscape Maintenance Services

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

PQH Group Design, Inc.
4141 Southpoint Drive East Suite 200
Jacksonville, FL 32216

Consultant/Contractor Name and Address

Signature

Ricardo Quiñones, President

Name and Title

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

CITY OF HOLLY HILL, FL

Architectural Services

June 27, 2023
RFQ #RFQ-ARC-23-01
DUNS # 84-0488324



9100 CONROY WINDERMERE RD
SUITE 200
WINDERMERE, FL 34786

RAYMOND
SINCE 1992

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

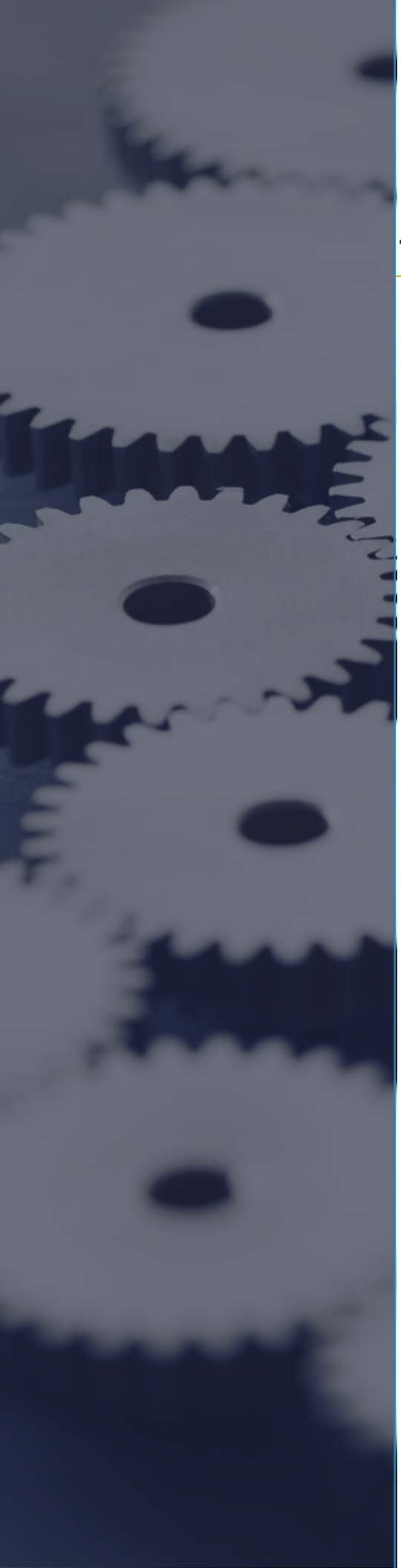


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Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

RFQ-ARC-23-01 ARCHITECTURAL SERVICES

SUBMIT QUALIFICATIONS TO: City of Holly Hill 1065 Ridgewood Avenue Holly Hill, FL 32117 **Attn.: CITY CLERK**	**REQUEST FOR QUALIFICATIONS** and Proposer Acknowledgment
Contact: Michele Moore Finance Director 386-248-9426 - Phone mmoore@hollyhillfl.org	**RFQ-ARC-23-01** **Continuing Service Contract for Architectural Services**
Pre-Qualification Date: **N/A** Pre-Qualification Time: **N/A**	**Location of Pre-Qualification Conference:** N/A
Qualification Due Date: **June 27, 2023** Qualification Due Time: **10:00 AM**	**Location of Public Opening:** Commission Chambers City of Holly Hill 1065 Ridgewood Avenue Holly Hill, FL 32117
Proposer Name: Raymond Engineering - Georgia, Inc (Raymond)	Federal Employer ID Number or SS Number: 77-0659333
Mailing Address: 9100 Conroy Windermere Rd, Suite 200	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: Windermere, Fl 34786	
Type of Entity: *(Circle one)* (Corporation) Partnership Proprietorship Joint Venture	X [signature] Authorized Signature (Manual)
Incorporated in the State of: Georgia	
Telephone Number: 770-483-9592	Typed Name: Michael Ramos
Toll Free Telephone Number: (800)	Title: President
Fax Number: 770-483-8082	Date: 6/14/2023

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

The Applicant is expected to completely analyze the information contained in this Request for Qualifications as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

1

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

I. LETTER OF INTEREST

June 27, 2023
City of Holly Hill
Michele Moore
mmoore@holyhillfl.org
386-248-9426

Reference: RGQ-ARC-01 Architectural Services

Dear Ms. Moore and Selection Committee,

Raymond is pleased to submit our qualifications for Architectural services for the City of Holly Hill. Having held dozens of municipal contracts over the years, we know our team can effectively work with the City of Holly Hill to deliver high-quality results.

While many of our clients know us for being a leading nationwide building envelope design and commissioning firm, Raymond has expanded over the past years into being a full-service Architecture & Engineering firm. We offer our clients architecture, structural engineering, mechanical, electrical, and plumbing engineering, civil engineering, building envelope, and interior design, all in-house, in addition to our survey and testing services. Our recent past has been benchmarked by architectural and engineering projects, just like yours, and we feel that we are a perfect fit for your contract.

Raymond takes pride in driving transparency, accountability, and responsiveness in all our client engagements, and ensuring we are meeting the best interests of our customers. Raymond approaches each project with an innovative and comprehensive methodology, while always keeping the client's best interest as a priority. In fact, nearly 70% of Raymond's customers are **repeat** customers; or in other words, we maintain longstanding, successful relationships with our clients. This includes Gwinnett County Public Schools, which we have been supporting for 30 years and is our very first customer!

We thank you for this opportunity and will aim to be your trusted partner, supporting your technical and urgent needs in the highest professional manner always.

Respectfully yours,

WHY RAMOND?

4500 +
Repair, renovation, and rehabilitation projects completed

1000+
QA/QC or construction administration jobs completed

40+
Successful on-call roofing and building envelope contracts completed.

70+
Architects, engineers and IIBEC, Inc. professionals on staff.

Michael Ramos, *President*
9100 Conroy Windermere Rd., Suite 200
Windermere, FL 24786
Email: mike.ramos@raymondllc.com
Office: 770-483-9592 ext. 110 | Mobile: 518-368-4611 | Fax: 770-483-8082

LOCAL POINT OF CONTACT



Guido X. Salas
Vice President
e: guido.salas@raymondllc.com
m: 407-953-9861

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

II. QUALIFICATIONS

A. STAFF QUALIFICATIONS AND FIRM BACKGROUND

Number of Years in Business

Since 1992, Raymond has performed industry leading architecture, engineering, historic preservation, and building envelope designs, quality assurance, construction management, and asset management to clients spanning the Southeast. For over 31 years, we have provided industry leading certifications to better serve our customers. We will provide the City of Holly Hill with access to a high-quality design team with a rich history of successfully managing state and local government projects.



Qualifications, Certifications, Registration, Professional Organizations, Role

Our multi-disciplinary team is fully equipped with the people and expertise to lead the City of Holly Hill through the design and construction phase of these critical renovation projects. Raymond has worked on a number of projects that have solved major challenges for our clients – our team's focus is to create a space that accomplishes your unique goals and vision.

In addition to providing City of Holly Hill with a local point of contact, Raymond has hand-selected a number of talented in-house architects and engineers to be utilized during the course of this contract. Below we have indicated their roles, experience, and certifications.

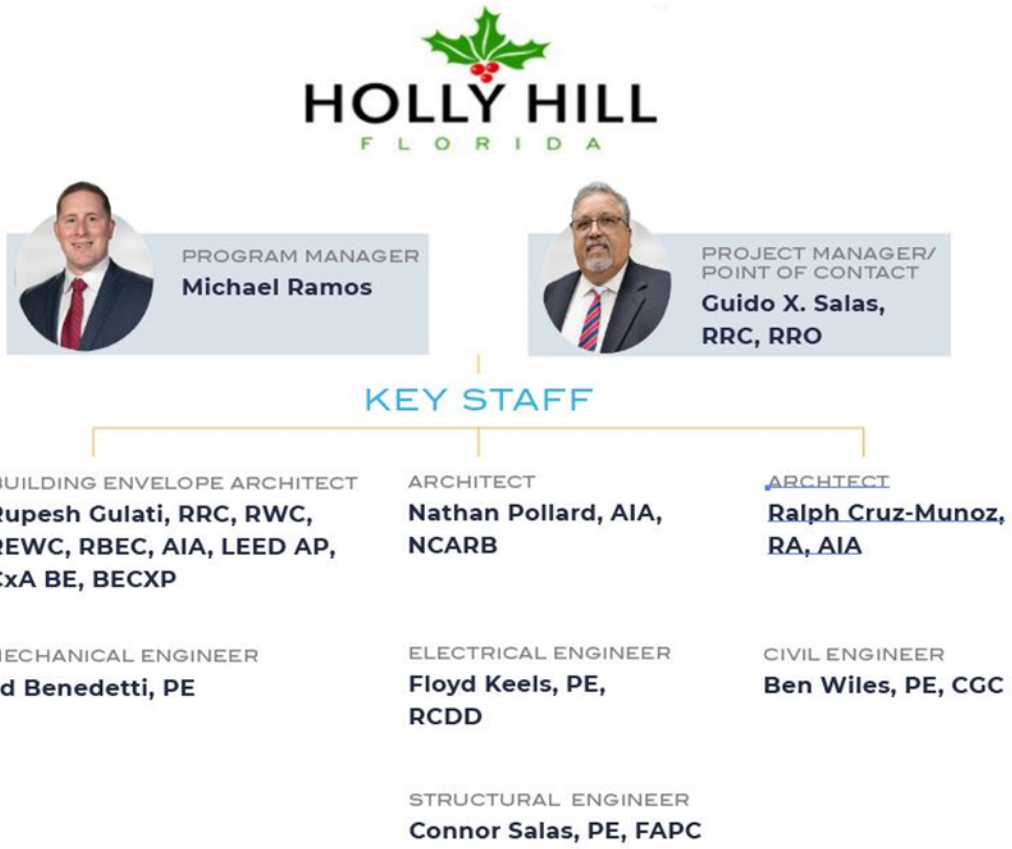
Name	Role	Registration/ Certifications	Education	Years of Industry
Michael Ramos	Program Manager	None	MS | Chemistry & Biotechnology BS | Chemical Engineering	17
Guido X. Salas	Project Manager/ Point of Contact	RRC, RRO	BS | Economics	35
Rupesh Gulati	Building Envelope Architect	RRC, RWC, REWC, RBEC, AIA, LEED AP, CxA BE, BECXP	MA | Architecture BA | Architecture	24
Nathan Pollard	Architect	AIA, NCARB	MA | Architecture BA | Architecture AA | Architectural Technology	25
Ralph Cruz-Munoz	Architect	RA, AIA	BS | Architectural Engineering BA | Architecture	46
Ed Benedetti	Mechanical Engineer	PE	BS | Mechanical Engineering	37

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Floyd Keels	Electrical Engineer	PE, RCDD	BS | Electrical Engineering & Mathematics	23
Ben Wiles	Civil Engineer	PE, CGC	BS | Ocean Engineering	13
Connor Salas	Structural Engineer	PE, FAPC	BS | Civil Engineering MS | Structural Engineering	7

Extensive resumes can be found in the following pages.

Organizational Chart



Subconsultants and their qualifications and role

Raymond provides architecture, interior design, structural engineering, MEP engineering, and civil engineering to the City of Holly Hill. Our team will be able to handle your projects in-house with our primary disciplines which limit the requirement for us to bring on additional subconsultants.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)



GUIDO X. SALAS, RRC, RRO

Project Manager/Point of Contact

PROFILE

Education/College Degrees
BS | Economics

Professional Qualifications
RRO: #1018
RRC: #0845

Total Years' Experience
35

Years with Firm
3

BIOGRAPHY

Mr. Salas has significant leadership, management and Building Enclosure experience including full P&L responsibility. He has demonstrated expertise and ability to apply new and innovative approaches to established programs. An 'out-of-the-box' thinker with strong organizational, analytical, and problem-solving skills; an effective communicator; focused on achieving goals and delivering financial strategic objectives through increase revenue and net profit.

PROFESSIONAL EXPERIENCE

Reedy Creek Improvement District, Compost Facility Retrofit, *Lake Buena Vista, FL*
Provided the retrofit of existing 192,000 SF metal roof canopy / structure without disturbing the operation of a recycling facility or exposing the facility to damage from the environment during the retrofit operation.

Gwinnett Judicial Center Addition, *Lawrenceville, GA*
Provided Quality Assurance Observation and design review services for this project consisting of a new addition. The addition is a total of 200,000 SF with SBS modified bituminous membrane roofing.

Miami Dade Aviation Department, *Miami, FL*
Performed building envelope evaluations and mitigation program that included structural and testing consulting services for the exterior wall systems at the Miami International Airport Hotel. Our team was able to comply with FAA restrictions and utilize our Unmanned Aerial Vehicle (drone) for the visual and IR assessment of the exterior walls and roofing.

Hernando County School District: Powell Middle School Roof Recover and HVAC Modification, *Brooksville, FL*
Oversaw the building envelope, structural, and mechanical design for the roof coating remediation of several selected buildings at Powell Middle School. The existing roof assemblies had reached their expected useful life. The structural design included design of roof access points and the mechanical design consisted of a limited replacement of HVAC units on the roof.

University of Florida, Building 639 Water Test, *Gainesville, FL*
Assisting in the performance of AAMA 501.2 Water Spray Nozzle Testing on twenty-one (21) balconies curtainwall. Performed site inspections, including review of roofing, flashings, glazing, masonry, and other exterior products. During the construction phase, we reviewed the exterior enclosure for conformance to the design documents, shop drawings, recommended manufacturer's installation instructions, and industry-accepted standard of care.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)



RUPESH GULATI, RRC, RWC, REWC, RBEC, AIA, LEED AP, CXA BE, BECXP

Building Envelope Architect

PROFILE

Education/College Degrees
MA | Architecture
BA | Architecture

Professional Qualifications
RA: **FL #93411**
RBEC: #0025 Registered Roof Consultant, #0577
RWC: #0032
REWC: #0039
LEED AP, NCARB

Total Years' Experience
24

Years with Firm
3

BIOGRAPHY

Mr. Gulati is a licensed architect in the states of Florida and New Jersey. He is a Registered Building Envelope Consultant and a LEED AP and brings a specialized background in building enclosure services (peer review, design assistance, material research) for numerous projects.

PROFESSIONAL EXPERIENCE

City of Miami Roof Conditions Assessments, *Miami, FL*
Provided senior design review for the City of Miami. The scope of work included roof assessment, roof warranties, drawings, and specifications for various facilities. The visual assessment includes flashings and metal flashings, drainage facilities, parapets, and surfaces/membranes.

Major Theme Park Resort Roof Design, *Orlando, FL*
Performed an initial evaluation of roof. Fastener Resistance Pull Out Testing and Limited moisture analysis was additionally performed on the roof in order to determine condition of existing light weight insulated concrete and to design the new roof assembly. A new FMG roof design with appropriate RoofNAV was submitted to FMG Engineer. Existing Light weight Insulated Concrete was reused. The project has also involved a structural evaluation of the roof deck due to accumulated water as a result of roof drains at isolated locations on the roof where roof drains did not meet current building code requirements.

Orange County Public Schools Roof Replacements, *Orlando, FL*
Provided roof replacement design for a finished and fully functioning renovation of roof replacement on seven buildings at Avalon Middle School and seven buildings at Meadowbrook Middle School. We provided all reports, documents, drawings, punch lists, and project close out.

City of Salisbury City Operations Building Roof Replacement, *Salisbury, NC*
Provided senior design review for the City Operations building. Raymond obtained reviewed drawings and reports and reviewed existing drainage and performed drainage calculations. We took measurements and made selected roof opening test cuts at the existing roof area in order to determine the existing roof systems and substrates.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)



NATHAN POLLARD, AIA, NCARB

Architect

PROFILE

Education/College Degrees

MA | Architecture
BA | Architecture
AA | Architectural Technology

Professional Qualifications

RA: **FL#98345**
AIA: #30526104

Total Years' Experience

25

Years with Firm

7

BIOGRAPHY

Mr. Pollard is a graduate of Savannah College of Art and Design, having earned a Master of architecture degree. He has extensive hands-on experience in Programming, Master Planning, and Design. His involvement in an assortment of multi-disciplinary jobs gives him the knowledge in integrating multiple disciplines for a multitude of different types of architectural projects. In addition to architectural design, he is also well-versed in team building and assembly of resources and brings a proven history of designing projects in coastal regions, both for Miami Dade County and the coast of Georgia.

PROFESSIONAL EXPERIENCE

City of Georgetown Public Works Office Improvements, *Georgetown, SC*
Provided design for the new layout of the public works building including the 500-sf addition. The design included new ADA bathrooms, conference space, kitchenette/break room and offices to be fully renovated with a new layout.

Santa Maria Resort Condominiums, *Key West, FL*
Served as Architect to design and administer a renovation of the existing property to include new luxury condominium buildings looking into the courtyard with pool. Included with this project was an emergency management center that was to serve as a command center for local disaster relief personnel. This renovation included roofing, new glazing and all of which met category five hurricane requirements as well as Miami Dade building system approvals.

City of Savannah Store House, *Savannah, GA*
Provided architectural design for City of Savannah's historical Store House which was previously a 17th century train shed. Raymond performed a roof replacement, structural repairs, tested for asbestos, prepared drawings, assisted with bidding, and provided construction administration services.

Chatham County Marine Patrol Building, *Savannah, GA*
Architect for the design of a hurricane shelter building with internal engine lifts for boat maintenance. The site was developed to allow for easy movement/towing of multiple large boats at once. Offices, looker rooms, and machinist room were also provided. Venting of dangerous gases from the space during operations were designed into the structure.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)



RALPH CRUZ-MUNOZ, RA, AIA

Architect

PROFILE

Education/College Degrees
BS | Architectural Engineering
BA | Architecture

Professional Qualifications
RA: **FL #AR0006987**
LEED Accredited Professional

Total Years' Experience
46

Years with Firm
2

BIOGRAPHY

Mr. Cruz-Munoz is a Senior Architect and Planner with over 45 years of experience leading design and technical teams from project concept to completion. He is a graduate of the University of Miami, having received a bachelor's degree in architecture and a bachelor's degree in architectural engineering. He has provided design and technical documentation for a variety of projects, including commercial, residential, education, industrial, state/local government, healthcare, and recreational facilities.

PROFESSIONAL EXPERIENCE

Miami International Airport Restroom Modernization, *Miami, FL*
Renovation of a total of 10 restroom facilities at Miami International Airport. Provided design that complied with all the latest and applicable codes and followed all the guidelines set out on the MDAD Design Criteria Manual. Services included MEP, Architectural Design and Construction Documents.

South Dade Regional Library Roof Replacement, *Miami, FL*
Served as an Architect for this project. Pre-design Assessment of existing buildings to determine scope of renovations. Comprehensive roofing analysis, including Infrared Thermography for moisture detection, Wind Uplift analysis, and recommendations on roofing disposition. Assessment of storefronts and wind load calculations prior to replacement with impact-resistant units.

Harbor Village Rehabilitation Facility, *Miami, FL*
Served as Architect for the design of a new private elementary school, housed in a commercial warehouse building. He oversaw the design and construction documentation of the school project, in compliance with Miami-Dade County Schools standards for Educational Facilities.

Fort Bragg Officer's Club Renovation, *Ft. Bragg, NC*
Providing Architectural Design for this major renovation project. The project involves an adaptive re-use plan to form a technology and innovation outpost making use of the existing facilities, unique spaces, and architecture. The facility will have a new modern entrance adjacent to the large two-story ballroom. There will be secure and non-secure spaces within the facility and a portion of the second floor would be opened to become and exterior open plaza deck.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)



ED BENEDETTI, PE
Mechanical Engineer

PROFILE

Education/College Degrees
BS | Mechanical Engineering

Professional Qualifications
PE: **FL #61010**

Total Years' Experience
37

Years with Firm
4

BIOGRAPHY

Mr. Benedetti is a licensed professional engineer in the state of Florida. He graduated from the University of Miami with a degree in Mechanical Engineering. Mr. Benedetti brings over 37 years of experience working with state and local government agencies such as Dade-County Publics Schools, where he worked as Engineering Project Manager and Miami Dade College where he became the college engineer for the Facilities Department. Mr. Benedetti has ample experience understanding the client's needs and developing a solution that will best fit the physical and financial requisites of the project, from evaluation and assessment to design and implementation as well as administration and construction supervision.

PROFESSIONAL EXPERIENCE

Miami International Airport Stucco Repairs, *Miami, FL*
Helped perform a building envelope evaluation and mitigation program that included structural and testing consulting services for the exterior systems at the MIA Hotel.

Miami International Airport Restroom Modernization, *Miami, FL*
Provided mechanical engineering and plumbing design services including, but not limited to, verifying existing conditions to ensure accuracy of design, production of drawings and specifications, permitting, and construction administration of several restrooms in Concourse D of Miami International Airport.

Little Havana Social Services, *Miami, FL*
Provided project and construction administration services for the owner at this 45,000 SF Office and Senior Center ($12M). This included program review, design oversight, payment, and administration services.

LHANC Olga Maria Martinez Senior Center, *Miami, FL*
Provided all design criteria and construction MEP documentation for the construction of a 14,500 SF Senior Center Building ($3.6MM). Including offices, recreation, and dining areas, etc. Mr. Benedetti was also in charge of all projects financial and design administration duties for the construction phase of the project.

Ocean Cay Marine Reserve, *Bimini, Bahamas*
Mechanical Engineer for a new 100-acre island resort inclusive of seven (7) stand-alone bathroom structures, as well as regular bathroom units located within other housing, office, and retail spaces.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)



FLOYD KEELS, PE, RCDD

Electrical Engineer

PROFILE

Education/College Degrees
BS | Electrical Engineering & Mathematics

Professional Qualifications
PE: **FL#72036**
RCDD: #258862

Total Years' Experience
23

Years with Firm
3

BIOGRAPHY

Mr. Keel's experience includes design of power distribution, lighting, low voltage systems, fire protection, communications networking, and security for educational, industrial, healthcare, retail, restaurants, banks, and government facilities. He is a registered professional engineer in 23 states and is a licensed unrestricted electrical contractor in the state of Georgia.

PROFESSIONAL EXPERIENCE

Hardware Software Development and Test Facility FY24, *Eglin AFB, FL*
Provided electrical engineering services for the facility for Long Range standoff (LRSO) and Air Force Global Strike Command (AFGSC). This Facility will provide multiple laboratory and administrative spaces to conduct hardware and software research development and must meet ICD/ICS 705 standards for Sensitive Compartmented Information Facilities. Scope of work included planning charrette and report to fully identify the design criteria and user needs for the entire site and infrastructure.

City of Raleigh Parking Deck Safety Call Box System, *Raleigh, NC*
Provided electrical engineering for the Park Deck facility. Our team prepared plans and specification to detail the installation of the units. This included power connections and POE options. Our team furnished a set of CAD for the parking deck along with any available electrical plans.

Coastal Middle School Interior Renovation, *Savannah, GA*
Provided electrical engineering design for this middle school renovation. The scope of work included upgrades to restrooms, cafeteria, new lighting and acoustic panels, and upgrades to life safety devices. Also provided support to bidding assistance, and construction administration services.

CCDC Aviation Research and Flight Equipment Facility, *Redstone Arsenal, AL and JV Langley Eustis, VA*
Provided electrical design services for the development of an aviation research / test and flight equipment facility. The facility will consist of a high-bay hangar, maintenance bays, ground support equipment maintenance, flight test areas, tool room, arms vault, and an admin area.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)



BEN WILES, PE, CGC
Civil Engineer

PROFILE

Education/College Degrees
BS | Ocean Engineering

Professional Qualifications
PE: **FL#33853**
CGC#CGC1528567
AAUS Scientific Diver

Total Years' Experience
13

Years with Firm
6

BIOGRAPHY

Mr. Wiles has been involved in the development and construction industry for over 11 years and brings an interdisciplinary perspective to engineering and construction services. He has worked in land planning, environmental permitting, engineering design, construction management, quality control, and owner representation. He has managed Federal contracts in the U.S. and The Bahamas, and infrastructure grants for municipalities throughout Florida. His experience includes shoreline foundations, dredging and sand placement, marine facilities, and energy infrastructure projects.

PROFESSIONAL EXPERIENCE

Joint Base San Antonio (JBSA), Repair East Taxiway & West Runway, *Lackland AFB, TX*
Civil Design Manager for military programming and conceptual design for the reconstruction of a runway and drainage improvements throughout the airfield. Managing charette, site investigations, civil design, and cost estimating.

USACE Omaha Wright-Patterson AFB Pipeline Repairs, *Dayton, OH*
Served as the venture manager for this design-build joint-venture to repair a heating oil pipeline at the Air Force Base and was responsible for overseeing all contract administration conducted by the JV. The project consisted of pipe pressure testing, pipeline replacement and soils remediation.

MSC Ocean Cay Marine Reserve, Bimini Islands, *The Bahamas*
Provided quality assurance and quality control services through the entirety of this project. Our team monitored all construction work, performed, and analyzed materials testing, verified construction procedures, provided commissioning, and ensured all systems were designed, installed, tested, and operated according to the client's needs.

Wilkie Ferguson Federal Courthouse, Water Feature Repair, Miami, Fl
Served as Project Manager for this private design-build government contract. He was responsible for managing the venture to design and repair a four-story water feature. In addition, he managed the design, coordinated with partnering venture, and conducted inspections. The courthouse building is owned by the General Services Administration.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)



CONNOR SALAS, PE, FAPC

Structural Engineer

PROFILE

Education/College Degrees
MS | Structural Engineering
BS | Civil Engineering

Professional Qualifications
PE: **FL #93567**
FAP Certified

Total Years' Experience
7

Years with Firm
2

BIOGRAPHY

Conner has experience in designing steel, light gauge steel, concrete structures, and the inspection of concrete rockwork. Conner is a Fenestration Associate Professional certified in glass, windows, doors, skylights, curtainwalls, and storefronts. He is also a UAS Part 107 certified pilot with experience in infrared roof investigations. Conner will provide support for all project phases, with a particular focus on detailed engineering and he will be responsible for applying engineering principles and experience to the development of various structural engineering deliverables, while also effectively communicating with other engineering disciplines and the client.

PROFESSIONAL EXPERIENCE

City of Miami Roof Conditions Assessments, *Miami, FL*
Provided roof assessment, roof warranties, drawings, and specifications for various facilities. The visual assessment includes flashings and metal flashings, drainage facilities, parapets, and surfaces/membranes.

Major Theme Park, *Orlando, FL*
Performed annual rockwork inspection and created report of findings during ride downtime in 2020 and 2021. Designed retrofit for corroded steel members.

University of Florida, Architecture Building Commissioning Services, *Gainesville, FL*
Performed site inspections including review of roofing, flashing, glazing, masonry, and other exterior products. Observed progress inspections of entrances and storefront systems as well as post installation inspection of the balcony waterproofing systems, Performed in situ testing, AAMA 5012 spray nozzle testing of the newly installed systems. Provided detailed report and photos of findings.

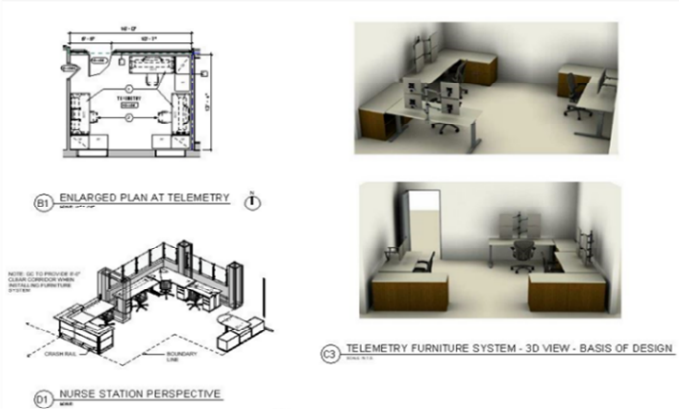
Ft. Bragg Officer's Club Renovation, *Ft. Bragg, NC*
Provided structural design support for the new two-story entrance adjacent to the large two-story ballroom. The existing ballroom would be transformed into a large briefing room while structure would be added within this room to provide a second-floor mezzanine briefing room space. The different levels of the building would be designed to accommodate ADA with the addition of an elevator and personnel lifts.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

LIST AND QUANTITY OF EQUIPMENT

The Raymond Team will leverage a multitude of technology platforms to deliver efficient and accurate submittals during the design process.

- **Revit/BIM Software:** Raymond utilizes Revit for Building Information Modeling (BIM) Integration. It allows for easily extracting properties of materials for cost estimating and Energy Analysis, with a focus on Solar Gain. By using multidiscipline modeling integration, we can expedite document creation and eliminate change orders. Point Cloud, a set of data points in space used to create 3D models, allows us to provide detailed as-built data.



  Revit enables our team to create working 3D models that can be viewed using virtual technology, such as the Oculus Rift. By creating these 3D virtual spaces with Revit, clients can "tour" their space throughout the document creation process. The creation of 3D simulations enables us to allow end to see sight lines, visualize finish palettes, understand lighting patterns, and most importantly visualize how these function in motion over the course of a day as people move about a courtroom, chambers, or public space. We model real time usage such as security screening of the public at the main entrance, or the management of prisoners from sally-port to holding to courtroom and back. Real time experimentation with physical placement and finish options which ordinarily would not be made until installation can help avoid costly changes down the road.

- **LiDAR Scanning:** Raymond specializes in modernizing, updating, repairing, and renovating existing facilities. When working with older buildings, we prioritize finding and/or researching the existing as-built files, to be more efficient in building the new design files; however, the older the building, the more likely the as-built files are not accurate. Depending on the project, it can actually be more efficient to conduct a 3D Laser Scan (LiDAR Scan) of the existing facility so as to build the base Revit model and kickstart the design process. Raymond will propose this an option to you if this is a more cost-effective option than doing manual measurements and updates to your existing as-built files. We do not advocate for 3D scans in all projects, but under the right circumstances, this approach can be very beneficial to you and ensure we are cost effective and timely in our design process.



- **Unmanned Aerial Vehicle (Drone) Scanning/Surveying:** Raymond is working with the latest drone and data processing software to bring new capabilities to our Architectural and Engineering services. Inside the construction industry, drones represent the forefront of surveying and inspections, site surveillance, and hazard and damage assessments, all while substantially reducing safety issues and requisite manpower. Traditional techniques are no longer the "gold standard", as drones can carry more sophisticated mapping instruments and be backed up by powerful software and data processing algorithms. Raymond's drones present unique benefits to our clients by increasing productivity and affordability while providing improved data collection. They offer our clients the potential to:



Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

- **Veritas:** Starting in 2018, Raymond launched the Veritas Asset Management platform for managing all reporting. The Veritas platform provides three unique functions that assist our personnel and provide you and your team with better data access and management (if desired).
  - **Condition Assessments.** The Veritas Collector app is designed for efficiently collecting all relevant field data (e.g., defect, photos, recommendations, etc.) on the roof using our GIS-enabled app interface. With data stored in the Cloud, our personnel can rapidly generate reports or share the GIS data directly with roofing contractors and the Owner's Project Management Team.



Figure 1. Veritas Collector iPad app for GIS-enabled data collection during roof condition assessments.

  - **Daily QA Reporting.** During construction, our QA personnel use the Veritas Inspector app, which is designed to provide comprehensive daily reporting of progress, issues, and resolutions, using our best-in-practice report format (which has been adopted by the United States Army Corps of Engineer's National Roofing program for the Department of Defense). With Cloud data storage, our personnel can rapidly share progress, and Owner's can download reports on a moment's notice.

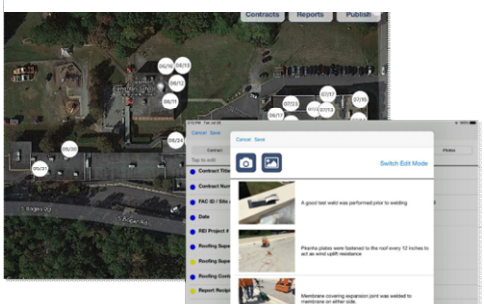


Figure 2. The Veritas Inspector iPad app for QA daily reporting during construction.

  - **Comprehensive Roof Asset Management.** For those Owner's looking for a more robust and comprehensive asset management program, Veritas offers our curated analytics and data repository that provides web-enabled access to warranties, construction documents, Condition Indices, Remaining Service Life, defects, and financial forecasts.



Figure 3. The Veritas Asset Management platform.

Using the Veritas suite of tools, Raymond provides greater consistency and standardization than our Building Envelope peers. Further, this platform services as:

- One-stop data repository for all design and construction documents, warranties, and building information.
- Geospatial interface for rapid data retrieval of pertinent condition information
- Key maintenance metrics, such as Remaining Service Life (RSL) and Condition Indices (CI)
- Capital expenditure forecasting based on condition assessments
- Work order planning for preventative and reactive maintenance requirements

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Below, we have provided the quantity of each equipment.

Quantity	Equipment
1	Wind Uplift Chamber FM 1-52/ASTM E907
4	Tramex Moisture Meter – Roof Roll
1	Flir Camera E96 24 Degree
1	Drone Phantom
1	Troxler – Model 3216 Nuclear Moisture Meter
1	Tramex CMEX5 Concrete Moisture Meter
4	Spray Rack ASTM E1105
2	Spray Nozzle – 1 – AAMA 501.2 (blue)
3	Pull Tester Fastener/Bonded by Com-Ten DFG2W2000
1	IR Handheld Camera FLIR - BCAM
1	FLIR – E60bx Camera
2	Drone – DJI – Mavic 2 Pro
1	Drone – DJI – Inspire – IR/Daylight Drone
1	Boroscope DCT 412S1
2	Wind Maker Machine – ASTM 1105/ASTM 783
1	Tube Test – Rilem
1	Spray Nozzle – AAMA 501.2 (white)
2	Reciprocating Saw Compact – DeWalt
1	PosiTest Air – Waterproofing Air Leakage Test
1	PosiTest AT-A Coating Adhesion
1	PosiTector 200 – Coating Thickness Meter
1	Moisture Meter – Delmhorst
1	ASTM C1715 Masonry Device
1	Barometric Pressure/Humidity/Temperature Datalogger
1	Blower Door Test Equipment
1	Com-Ten Pull Test Gauge DFG2W2000
1	Handheld Concrete RH Probes Meter – Tramex
1	ELD Survey – Buckleys Geo Pro 2
1	Drill Driver – DeWalt DCD777

PROJECT APPROACH AND QUALITY CONTROL MEASURES

UNDERSTANDING

Raymond understands that the City of Holly Hill is looking for a firm that has experience working with existing facilities and that the city intends to seek the services of qualified firms to provide architectural services. Raymond has extensive knowledge of working with existing facilities and we have 31 years of experience working with government and state clients. We have extensive experience in adaptive reuse projects and modifications to existing buildings so that they can continue to serve facility users.

LEVEL OF SERVICE

With over 100 employees, we are a one-stop shop solution for our clients with the ability to manage contracts ranging from small single engagements to multi-million per year IDIQs. The Raymond team will provide the City of Holly Hill with in-house services specifically for renovation and repair projects. On page 17, we have indicated these services in greater depth.

ENSURING PROJECT SUCCESS

- UNDERSTAND OWNER NEEDS
- COMPREHENSIVE PLANNING
- BEST RECOMMENDATIONS
- TRANSPARENCY & ACCOUNTABILITY
- LONG-TERM PREPAREDNESS

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

ARCHITECTURAL SERVICES

Master Planning, Schematic Design, Design and Permitting Services, Quality Assurance Inspections, ADA Services, LEED Services

STRUCTURAL ENGINEERING

Structural Engineering Analysis, Structural Engineering Design, Field Investigation, Solutions for Construction and Fabrication Issues, Review of Shop Fabrication Drawings, Special Inspection Services

MEP ENGINEERING

BAS Integration, Test and Balance, Commissioning, Supervisory Control and Data Acquisition (SCADA) Systems Design and Installation, LEED MEP Detail Mechanical Design Engineering, Failure Mode Effects And Analysis (FMEA), Dynamic Object-Oriented Requirement Systems, ETAP Modeling of Electrical Systems, SETROUTE Software for monitoring electrical components in plants for correct integration

BUILDING ENVELOPE

Building Envelope/Waterproofing Design, Building Envelope/Waterproofing Analysis, Construction Administration Services, Quality Assurance Evaluations, Roof Asset Management, Infrared Moisture Surveys, Air Barrier Testing, Electrical Capacitance Surveys, Drone Aerial Surveys, Water Testing, Wind Uplift Analysis, Drainage Analysis, Structural Analysis, Building Envelope Commissioning, Expert Witness Services, Failure Investigations, BECx

INTERIOR DESIGN

Space Planning, 3D Renderings, Feasibility Studies, Boma Calculations, Finish Selection & Specification, Furniture Specification/Bid Package, Artwork/Accessories Selection, Signage/Wayfinding, Installation Oversight

CIVIL ENGINEERING

Site Development and Parking Lot Design, Highway Design, Solid Waste Collection and Disposal Systems, Stormwater Drainage Design Engineering Services, Value Analysis and Life-Cycle Costing, Claims Analysis Services

DESIGN APPROACH

PRE-DESIGN PHASE

Raymond will work to understand each of your project's visions. Through careful planning, upfront communication and consistent interaction, our team will ensure that the City of Holly Hill achieves a best-in-value design for your proposed projects.

- Our initial kick-off meeting will correctly map out your project aspirations. Our intent is to immediately collect, understand, and analysis your requirements and perspective on the project; we view this meeting as critical to building the foundation of technical design and trust between us and our clients. We will work with you to make sure that all critical parties will be involved (or represented), to include design engineers, architects, project managers, and other key stakeholders.
- After meeting our Kick-Off Meeting, our schematic design phase will address the immediately site design requirements, such as floor layouts, space considerations, and critical adjacencies (e.g., placing production areas in close proximity to chemical and testing labs). that must be accounted for. Our goal during this phase is twofold: (1) Bring the project and parameters into an initial "reality"; and (2) Solicit the customer's feedback (i.e., comments / red lines) to the initial design. We view our projects as a partnership with our customers, and we will actively work with you to collect and explore any technical feedback to ensure we meet the functional, aesthetic, and technical needs of our customers.
- After meeting with our customers to discuss comments and/or redlines, our team will move into the Design Development phase (i.e., moving to 60% documentation completion). During this phase, our design documents will explicitly address space constraints and parameters (e.g., MEP considerations) to materials specifications. The Design Development phase will also specifically address initial cost estimating, using our third-party professional cost estimator to assist our customers in scoping, budgeting, and planning efforts.
- The final Construction Documents will be delivered to the customer with all of the detail, quality, and cost estimating necessary for construction firms to accurately and competitively bid on the project.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Furthermore, our team will leverage our full experience in design / bid / build work to address commonly occurring questions, logistics, and design issues that would prevent effective construction bidding and/or execution throughout the project execution.

BID PHASE

Raymond is well versed in managing the bidding process on behalf of our customers. As required, we design our bid phase strategy to address customer requirements (e.g., announcement types, proposal requirements, timeframes, etc.). For our customers, we have leveraged multiple avenues for soliciting the best proposals, which includes Raymond's Bidder's List, Promotional Advertising, and Customer Website Publications:

Within the formal solicitation process, Raymond is an experienced customer agent; we understand how to design and execute the pre-bid meeting on your behalf. This includes developing and presenting the scope of work, managing the site visit logistics, and meeting any security / site procedures that may be in place. Additionally, we understand how best to screen contractors ahead of or after the pre-bid meeting to ensure reliable construction delivery; size, safety track record, past performance, AIA 305 forms, etc. will be considered to provide you with the best options. As deemed applicable, our team will also provide proposal reviews as a third-party to help in your decision process. We specifically focus on bidding discrepancies (large price differences), technical approach, location considerations, past performance review, and overall proposal ranking. Finally, the Raymond team is experienced in generating all necessary contract documentation on your behalf.

CONSTRUCTION PHASE

During the construction phase, Raymond becomes your de-facto, on-site construction manager. Our goal is to provide you with the transparency, accountability, and delivery our firm has built our reputation on.

Starting with the contractor submittals, our team conducts a comprehensive review of all key documents: Materials lists, Schedule of Values, Project Schedule, etc. Our experienced project managers and professional engineers understand the technical nuances that can determine a project's success upfront. We will provide a complete presentation and accounting of all submittals, comments, issues, resolutions, and final plans for your review. This will lead into our pre-construction meeting with all key players: you (owner), Raymond, and the contractor. During this meeting we establish all expectations and guidelines to ensure baseline communication and understanding, starting with: Rules & Guidelines, Site Access Requirements, Traffic Considerations, Safety Requirements, Building Occupancy and Start / Completion Dates.

Within our construction management responsibilities, Raymond drives high-quality results. Our team of dedicated, experienced, and highly trained professionals perform quality inspections for both quality assurance and quality control. We will work with you to properly scope the level of our inspection services to meet your goals and requirements.

PROJECT CLOSE OUT

Raymond views project close out activities as the final driver in project performance and accountability. Working with you, we will develop and finalize the full punch list inspection requirements, schedule, and success parameters. Most importantly, we know that punch list inspections and close out is most successful when conducted with the manufacturer's warranty inspection. This reduces miscommunications and redundancies, while also best positioning you for long-term building maintenance and associated costs. Our focus is on protecting your best interests in the near- and long-term.

In the project close out, we provide a comprehensive accounting of all finalized project documentation. We conduct a complete review using our established project checklist to ensure you have all critical and key documents that will enable your future building maintenance and construction projects. We understand that this documentation is critical for successful planning; we realize that properties may not successfully maintain this documentation and we will provide you a digital record for your use for up to twenty-five years.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

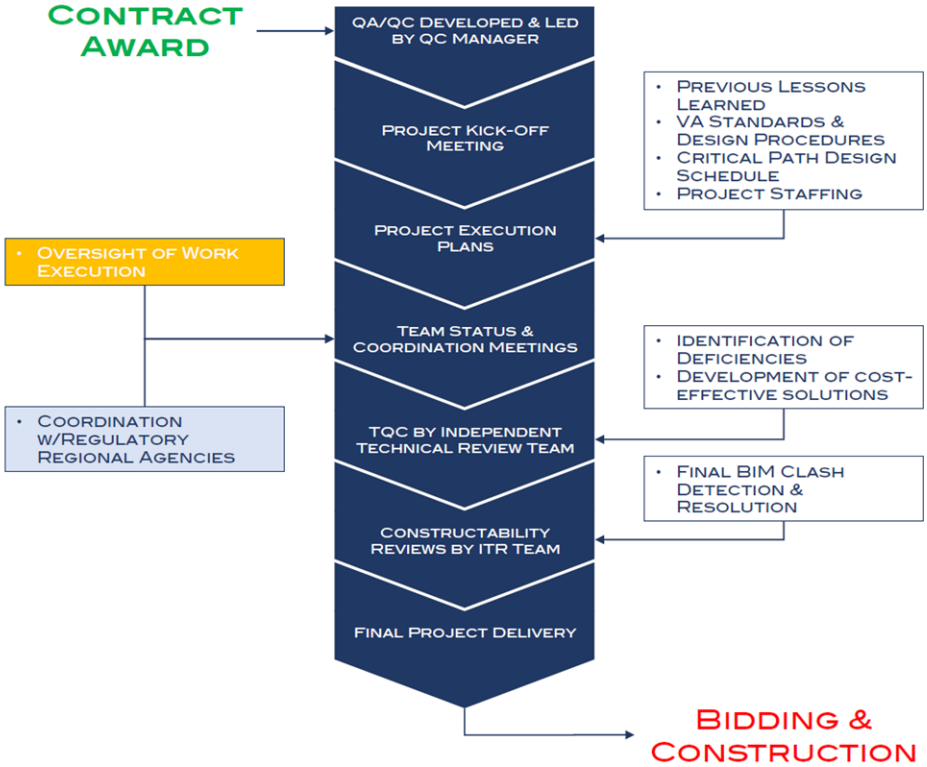
QUALITY CONTROL

Starting in 2010, Raymond evolved into a full-service Architecture and Engineering firm. Our success in adding new disciplines has been driven by prioritizing quality through our internal Quality Control Program (QCP). Raymond is in the fortunate position that we were not forced to create a QCP from scratch; rather, through our official SBA Mentor-Protégé relationship with Pond & Company, Raymond was able to build upon an industry-leading QCP and adopt it for our use.

For all Raymond projects, our QCP dictates:

- Client requirements are mapped proactively before design starts on the project.
- Internal Roles & Responsibilities for executing the QCP are determined, known, and communicated throughout the project team prior to the project starting.
- Communication and coordination (via documented Communication Plan) between all disciplines to ensure all systems align properly to interior building spaces or exterior environments.
- Daily updates and weekly meetings to discuss, plan, and forecast resources (employees) for all project tasks and requirements.
- Setting an internal project schedule for all reviews and customer submittals.
- A "trust but verify" system to ensure accountability and extreme ownership throughout the process.
- Construction documents must be technically accurate and be developed in accordance with applicable regulations, codes and industry-accepted architectural, engineering, planning and construction practices.

The QCP process chart shows the process that outlines promotion of one critical skill in the process: Communication. Issues with projects can often be traced back to poor communication somewhere in the process. Our QCP promotes communication from the top down and bottom up. Our processes are in place to also promote a "trust but verify" system to make sure what is communicated is understood and implemented. The "Project Devotion/Document Control Process" provides a check and balance to ensure critical items are documented. The middle section of the graphic outlines the meetings/milestones that are required to make a project successful. The "Design Quality Assurance/Control" items on the right-hand side are there to ensure the communications to that point are being documented and the deliverables are in the state or condition that they need to be in for providing the best product to our clients.



Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

The QA/QC plan will include the following practices:

- **Lessons learned review of previous projects –** Using our lessons learned database, each Project Manager will review lessons learned on similar projects with all project design leads to help ensure previous mistakes are not repeated.
- **QA/QC status board –** The QA Manager will update all status to our intranet-based QA/QC status board, which will be used as an oversight tool during the design period.
- **BIM/CIM Project Execution Plan (PXP) –** Based on the scope of work and our CAD/ BIM Standards Manual our CAD/BIM manager will develop a BIM/CIM PXP that will guide the team in successfully executing all required BIM/CIM requirements and help reveal potential constructability conflicts during the design period.
- **Project kickoff meeting –** Based on the scope of work, schedule and budget, each project manager will lead their project team in a review of the same, the QA/QC Plan and BIM/CIM PXP, plan to monitor project action items and other project execution procedures.
- **Design discipline project plans –** Based on the scope of work, schedule and design budget, each discipline lead will develop a discipline project plan that will guide their design discipline in the completion of required work required. The project plans will be used by each design discipline's lead supervisor and by the project manager in order to provide effective oversight of project activities.
- **Progress/coordination meetings –** The PM will lead their project team in periodic progress/coordination meetings. During the meetings the PM will review issues related to schedule, scope of work and budget. Using their project plan, each discipline lead will review work previously performed, planned work, information needed from others to progress, and required interdisciplinary design coordination.
- **Interim design phase BIM/CIM clash detection and resolution –** Using the PXP, the PM will lead their project team in BIM/CIM clash detection and resolution. The clash detection will be performed using Autodesk BIM 360 Glue, Navisworks, or other software application.
- **Interim design phase technical quality check (TQC) –** Prior to the required interim design submittals, the PM will lead an interim design phase TQC. During the TQC, using the scope of work and all meeting minutes, senior technical personnel who are not involved with the project will perform a technical review of the project documents and back-check of all corrected documents with their design lead, including: Construction documents; Construction specifications; Basis of design; BIM/CIM clash detection; Design calculations; Construction cost estimate.
- **Interim design phase, interdisciplinary coordination review meeting –** Using our coordination/constructability review checklist, the PM will lead each project team in a systematic review of their developed design at an interim design phase in order to confirm that all required interdisciplinary coordination occurs and that all design elements are constructible.
- **Final design phase technical quality check (TQC) –** Prior to the required final design submittal, the PM will lead a final design phase TQC. The final design phase TQC will include the same activities as the interim design phase TQC but will also include review and satisfaction of previous VA comments.
- **Final design phase BIM/CIM clash detection and resolution –** Using the PXP, the PM will lead their project team in BIM/CIM clash detection and resolution, similar to that described previously and associated with the interim design phase.
- **Constructability review (CR) –** Each PM will lead their TQC reviewers (who, as previously described are senior technical personnel not involved with the project) in a constructability review of the project documents and back-check of all corrected documents with their design lead. Our constructability review process was developed based on the U.S. DoD's Redicheck system and has proven effective in increasing the quality level of project documents.
- **Design Review and Checking System –** Each PM will ensure their project team addresses properly all review comments in order to aid in streamlining the project delivery process.
- **Final QA/QC confirmation with the QA/QC status board –** Each PM will ensure that the final project documents are not transmitted to the VA until all components of the QA/QC plan have been properly completed and confirmed on our QA/QC status board.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

B. EXPERIENCE WITH SIMILAR PROJECTS

LIST AND DESCRIPTION OF CURRENT AND RECENTLY COMPLETED SIMILAR SERVICES WITHIN THE PAST (5) YEARS

The Raymond Team brings in over 31 years of working with on-call contracts. As more than 25% of our current projects are derived from task order contracts, our team is well versed in achieving exceptional results for our customers; this consistently requires us to manage emerging work requirements, constrained personnel resources, and on occasion, greater than anticipated work volumes. Our most recent municipal on-call contracts awards include:

- Volusia County On-Call A/E Services
- Hernando County School District On-Call Roofing and Building Envelope Consulting Services
- Orange County School District Roof Replacements
- City of Miami Beach On-Call A/E Services
- Town of Clayton On-Call A/E Services
- Osceola County On-Call Roofing and Building Envelope Consulting Services
- Chatham County On-Call A/E Services
- City of Savannah On-Call MEP Engineering Services
- City of Raleigh On-Call A/E Services

At Raymond, we pride ourselves on our ability to adapt to projects and clients of all scopes and sizes. Our firm has progressed into a firm that can manage multi-discipline projects valuing over $10M. Your contract will support projects with a construction magnitude of up to $1M with design fees not exceeding $50,000. Raymond is actively supporting contracts of this magnitude and will manage your contract with properly licensed and skilled program managers, project managers, and technical staff that are well versed in handling multi-disciplinary, complex contracts requiring close task order and quality management. Our local staff has worked in Florida for over 31 years. They are well versed on Florida building codes, standards, and guidelines. All renovation projects that Raymond has completed comply with ADA standards. **On the following page we have provided 12 projects that relate to the scope of work.**

OUR MUNICIPAL CLIENTS

Volusia County
Miami Dade Aviation
Miami Dade Public Library System
Miami Dade Water and Sewer Department
Miami Dade Department of Solid Waste Management
Miami Dade Public Housing and Community Development
City of Miami Beach
City of Georgetown
City of Spartanburg
York County Government
Spartanburg County
Greenville County
GA Department of Corrections
Chatham County
Georgia State Financing
City of Savannah
Gwinnett County
Rockdale County
North Carolina General Assembly
City of Salisbury
NC Department of Public Safety
City of Raleigh
NC Department of Transportation
Durham County
City of Durham Department of Water Management
Town of Morrisville
City of Rocky Mount
North Carolina State Education Assistance Authority
Wake County
Town of Cary
City of Raleigh Parks, Recreation, and Cultural Resources Department
NC Department of Environment

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)



PROJECT INFORMATION

VOLUSIA COUNTY A/E TERM CONTRACT

Project Location: Deland, FL
Years Completed: 2024 (est)

Cost:
$156,936

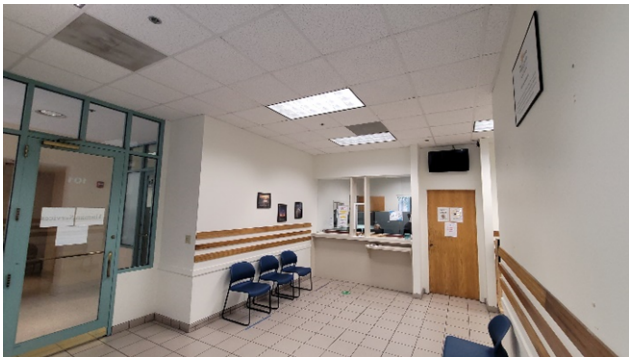
Project Description

Raymond was recently awarded an A/E term contract for Volusia County for repair and renovation throughout their county.

Scope of Work

The scope of work includes professional architectural and engineering services. These services include investigation, studies, planning, design, and bidding and construction administration assistance for repairs and renovations.

During this term contract, our team will investigate the existing buildings/sites and prepare the drawings, reports, calculations, schedules, and cost estimates. Raymond will coordinate special services such as testing, surveying, and commissioning. Our team will repair, renovate, and will perform re-configurations of buildings and systems which include preparations of drawings, specifications, obtaining permits and approvals. Our team will support the requirements due to changes in occupancy of the buildings.



Our team will assist Volusia County staff with evaluation of buildings and systems, recommendations for update/upgrades, development of contract plans and specifications and overseeing construction and commissioning.

Project Relevance

Architecture Design | MEP| Electrical Engineering | Plumbing | Electrical | Project Management

Owner Contact Information

Owner/Client: Volusia County
Contact Person: Lacey Lassiter
Phone: 386-822-5772
Email: llassiter@volusia.org

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)



PROJECT INFORMATION

VOLUSIA COUNTY EXHIBIT HALL RESTROOM ADA COMPLIANT

Project Location: Deland, FL
Years Completed: 2023 (est)

Cost:
$34,800

Project Description

Raymond was retained by Volusia County for renovation to their Exhibit Hall Restrooms.

Scope of Work

Raymond will provide architectural, mechanical, plumbing, and electrical design services as required for completion of renovations of the restroom facility included in this project. The design documents will be signed and sealed by professional registered in Florida and completed as per the professional industry standards and manuals of standard practice for this type of design.

Raymond will schedule the owners design kick-off meeting to review the design requirements, project schedule, and deliverables to assure that the requested design requirements are understood and complete. The meeting minutes will be submitted and reviewed prior to the start of the design. Raymond's design team visited the site to visually observe the existing facilities systems and reviewed building codes and national ADA requirements to ensure the design documents comply with Volusia County's expectations.



During the bidding, Raymond will attend pre-bid conference to review the scope of work with potential bidders. Raymond will address requests for information received during the bidding process.

Project Relevance

Architecture Design | MEP | Electrical Engineering | Plumbing | Electrical | Project Management

Owner Contact Information

Owner/Client: Volusia County
Contact Person: Kamron Gardner
Email: kgardner@volusia.org

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)



PROJECT INFORMATION

VOLUSIA COUNTY AGRICULTURAL CENTER OFFICE BUILDING

Project Location: Deland, Fl
Years Completed: 2023(est)

Cost:
$34,800

Project Description

Raymond was retained by Volusia County to renovate their Agricultural Center Office building restrooms for compliance with ADA requirements.

Scope of Work

Raymond will provide architectural, mechanical, plumbing, and electrical design services for completion of renovations of the restroom facility. Raymond will participate in two project review meetings during the Design Phase.

Raymond will replace light fixtures and plumbing. Raymond will also review building codes and national ADA requirements to ensure the design documents comply with the owner's expectations. After the contract for construction has been awarded, we will review four of the contractor's submittals and provide written responses to the documents. Raymond will attend the preconstruction conference at the site with the contractor, Owner's representatives, and other invited parties to review the project requirements.

Project Relevance

Architecture Design | MEP| Electrical Engineering | Plumbing | Electrical | Project Management

Owner Contact Information

Owner/Client: Volusia County
Contact Person: Kamron Gardner
Email: kgardner@volusia.org

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PROJECT INFORMATION

OCPS AVALON & MEADOWBROOK MS CAPITAL RENEWAL

Project Location: Orlando, FL
Years Completed: 2020-Present
Est. Completion - 2025

Cost:
Meadowbrook MS: $4,473,320
Avalon MS: $3,769,645

Project Description

Orange County Public Schools identified specific needs to replace roofs on select buildings at two campuses, to include replacement on seven buildings at Meadowbrook Middle School and Avalon Middle School. The combined estimated construction budget is $4,500,000. Both schools consisted of Modified Bitumen Roof systems, Avalon has Lightweight Insulating Concrete that will remain, while Meadowbrook had board insulation that will require replacement along with the roof membrane. Avalon MS also required the Coating Design of the main office metal roof as well as removal and reinstallation of the lightning protection system.

Scope of Work

Raymond is providing all professional architectural and engineering services necessary to a finished and fully functioning renovation of roof replacement on buildings 2-8 at Avalon and Meadowbrook Middle Schools. The scope of work included initial evaluation of existing conditions with development of evaluation findings and recommendations to OCPS, demolition of the existing roofing and insulation to deck, evaluate feasibility of reusing existing insulation, and to reroof approximately 290,000 SF of existing Modified Bitumen roofing with single ply roofing at both schools. We provided all reports, documents, drawings, punch lists, and project close out. During the due diligence phase Raymond's design team discovered that several buildings on each school were designated as Enhance Hurricane Protection Areas (EHPA). The design team had to research assemblies that would meet the building new design pressures for an EHPA performance requirements. In addition to design pressures assemblies are also required to meet "missile impact" ratings. The client required a Thermoplastic Roof Assembly with fully adhered Fleece Back Membrane, this requirement created greater limitations on roof assemblies that qualify.

Project Relevance

Roof Inspections | Construction Administration | Roof Replacement | Environmental | Reports | Structural Engineering | Building Envelope Testing

Owner Contact Information

Owner/Client: Orange County Public Schools
Contact Person: Kenneth Marcum
Phone: 407-317-3700 ext. 2025513

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)



PROJECT INFORMATION

SAVANNAH CHATHAM MARINE PATROL BUILDING

Project Location: Savannah, GA
Years Completed: 2019

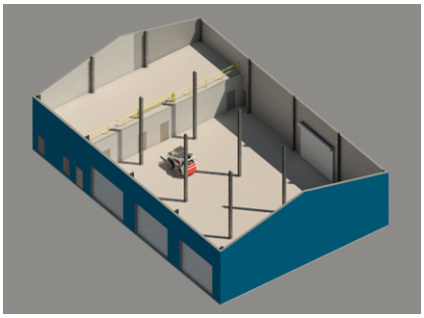
Cost:
$45,200

Project Description

Chatham County's Marine Patrol Department's growth has resulted in the need of office space and additional storage and repair space to service their boats and equipment.

Scope of Work

Raymond provided full A/E services to equip the County with office and boat maintenance building that allows for the easy movement/towing of multiple boats stored for repair. Our team designed the space to include offices, locker rooms, and a machinist room to give the facility a multi-functional use. Furthermore, we implemented within the design, internal engine lifts to ease maintenance efforts and ventilation to protect from dangerous gases released during the maintenance process.



Raymond designed a simple masonry structure to withstand hurricane force winds and serve as an emergency response facility.

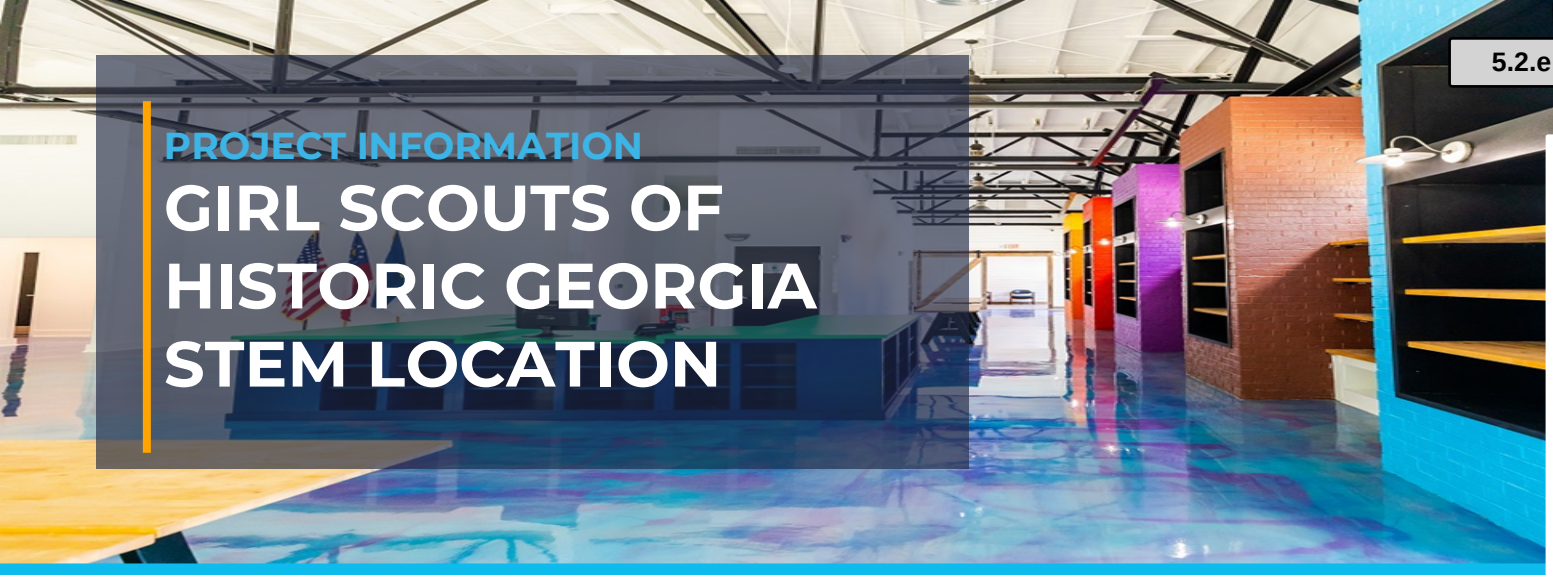
Project Relevance

Architecture Design | MEP | Electrical Engineering | Plumbing | Electrical | Project Management

Owner Contact Information

Owner/Client: Chatham County
Contact Person: Suzanne Cooler
Phone: 912-652-7800

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)



PROJECT INFORMATION

GIRL SCOUTS OF HISTORIC GEORGIA STEM LOCATION

Project Location: Savannah, GA
Year Completed: 2018-2019

Cost:
$388,000

Project Description

The Girls Scouts of Historic Georgia were in need of an office space, retail space, and a STEM location for visiting troops.

Raymond was engaged to provide interior retrofit design services within the existing building that encompassed office, STEM, receiving, and retail spaces. We provided structural design, full architectural design, interiors, and mechanical, electrical and plumbing design.

A field investigation of the project area was conducted which included the taking of measurements of the existing structure and all interferences with existing utility elements. Raymond found that most of the interior would have to be gutted and rehabilitated. After review of the existing utilities, our team determined that the existing mechanical system was in good order and could be reused to provide a more cost-effective solution for the renovation. During the design process, we chose to leave some of the display items and make them a focal point. The side entry was left to provide a vestibule to what was going to be mostly an employee entrance.





Project Challenges

- Due to the historic character of the building, it was important to leave as much of the original structure as possible. During the design, Raymond was able to reuse much of the existing interior material, leaving exposed brick to maintain the character of the building.

Benefits to the Customer

- Even with a tight design and construction schedule, Raymond was able to successfully achieve an on-time and on budget delivery for the owner.
- We also achieved a lively space with real character and engagement for its Girl Scout occupants. By the reuse of the display shelving, our team has provided a wonderful merchandising display that has also become a real focal point of the space.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

- Construction was completed on time and minimal change orders (<3% of the project budget) occurred during the project.
- Energy efficiency of the building was increased with additional insulation and application of a reflective membrane. An access ladder was added to the penthouse.

Project Relevance	Owner Contact Information
Architectural Design | Interior Design | Structural Engineering | Building Envelope Design | Full Interior / Exterior Renovation | MEP	**Owner/Client:** Omega Construction **Contact Person:** Todd Mayo **Phone:** 912-313-0629

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)



PROJECT INFORMATION

MIAMI-DADE PUBLIC HOUSING AND COMMUNITY DEVELOPMENT, PERRINE GARDENS BUILDING 19

Location: Miami, FL
Years Completed: 2019

Cost: $35,536

Project Description

Raymond was retained to provide professional architectural and engineering services for a 40-year certification of the Perrine Gardens Building 19, originally a residential facility that is now a commercial/municipal facility.

Technical Approach

The building was built as a 4-unit, one-story residential building. The present use of the structure is a mixture, with 2 units comprising a police substation, one-unit housing an after-school care center, and one unit being used by the owner as a maintenance shop and storage area to service the residential units in the complex.

The building is constructed using 8" concrete masonry units with stucco at exterior walls, with furring and lath and plaster at the interior. The walls are reinforced by concrete tie columns and tie beams and serve to bear the loads of the wood roof trusses with plywood sheathing. The floors consist of concrete slabs on grade, with various floor finishes. The windows are single-hung aluminum windows. The windows appear in good condition but need to be resealed to prevent water intrusion.

The sloped roofs consist of asphalt shingles on roof felts over plywood sheathing, on the prefab wood trusses at 24" o.c. The roofs drain at the low edges, with no gutters. The general condition of the structure is good and it appears sound and stable. There has been no apparent settlement, no visible building, and only one small area of spalling of concrete members. There are limited hairline cracks on the exterior stucco surfaces, and the exterior walls are painted and in good condition.

The shingle roofing is in good condition and well maintained, and examination from the attic shows that the plywood roof sheathing and wood roof trusses are free of termites or dry rot, with no signs of water intrusion and with joints well-fitted. The concrete structural elements (exterior masonry walls with concrete tie beams and tie columns) appeared solid and in good condition, with no visible deterioration, such as bulging, significant cracking of significant spalling. In general, the building is in good physical condition, with any required repairs noted in the Minimum Inspection Procedural Guidelines.

Our team provided Miami-Dade Housing Authority with a detailed written report of our observations. The report included images, opinions of the conditions of the facility, and recommendations. Raymond reported that this facility was in good repair and did not need extensive upgrades.

Project Relevance

Architectural Design | Investigations | Structural Engineering | Building Envelope Design | MEP

Owner Contact Information

Owner/Client: Miami-Dade Public Housing Agency
Contact Person: Travis Reneville
Phone: 786-469-4147

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)



PROJECT INFORMATION

MIAMI INTERNATIONAL AIRPORT PUBLIC RESTROOM MODERNIZATION

Project Location: Miami, FL
Years Completed: 2020-Present
Est. Completion – 9/2023

Cost: Design Fee $187,650.51

Project Description

The Miami International Airport was in need of an architectural /engineering firm to conduct an evaluation of the restroom facilities throughout Concourse D.

Scope of Work

Raymond is providing architectural and engineering design services including, but not limited to, verifying existing conditions to ensure accuracy of design, production of drawings and specifications, permitting, and construction administration of several restrooms in Concourse D of Miami International Airport.

Technical Approach

Raymond evaluated the layout for compliance with ADA and other local codes. We demolished interior walls and plumbing and reinstalled new walls, plumbing, and modern fixtures. New toilets and dividers were installed as well as new countertops. All new finishes for the walls and floors were provided. The acoustic tile ceilings were removed and gypsum wallboard ceilings with new lighting fixtures were installed.

Project Challenges

Due to the Airports need to operate 24/7 and the premise that restroom is somewhat widely spaced, the project construction will be staged based on issue the contractor a single restroom at a time.

Project Relevance

Architectural Design | Construction Management | Project Management | State and Local Facility | Restroom Improvement | Renovation

Owner Contact Information

Owner/Client: Miami Dade Aviation Department
Contact Person: Victor Mendez
Phone: 305-876-0779

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)



PROJECT INFORMATION

SOUTH DADE REGIONAL LIBRARY ROOFING & STOREFRONT REPLACEMENT

Location: Cutler Bay, FL
Years Completed: 2020-Present
Est. Completion – 10/2023

Cost: $1,200,000

Project Description

The library system had experienced some water intrusion from the roof system, which was already near the end of its useful life. Additionally, the client was concerned with the impact of hurricanes and their system of accordion shutters to protect the storefront needed repair or replacement.

Scope of Work

Raymond assessed the existing roof at the South Dade Regional Library and determined that the roofing required replacement, including replacement of metal deck over the service drive. Additionally, all the existing storefront openings and the monumental roof skylight were determined to be replaced with impact resistant products.

After completion of the assessment report, Raymond then completed the construction drawings and specifications for the roofing and storefront replacement, monumental skylight replacement and structural repairs to the roof steel structure. The assessment report concluded that the roof and storefront replacement were feasible and necessary.

We were able to guide the library system in the selection of the most effective roof system and in the replacement of all the storefront areas and skylight, to ensure minimal damage from potential hurricanes.

Project Relevance

Roof Inspections | Construction Administration | Roof Replacement | Environmental | Reports | Structural Engineering | Building Envelope Testing

Owner Contact Information

Owner/Client: Miami-Dade County Public Library System
Contact Person: Leo Gomez
Phone: 305-375-5106

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)



PROJECT INFORMATION

MIAMI DADE LANDFILL TRANSFER STATION ROOF REPAIRS

Location: Homestead, FL
Years Completed: 2021-Present
Est. Completion – 10/2023

Cost: Design Fee $304,730.84

Project Description

The Miami-Dade Department of Solid Waste Management's Transfer Station roof consists of two distinct areas. The main portion of the roof is a flat deck with bituminous roofing, approximately 35,800 SF in area, which was the problematic area for this scope of work. The existing flat roof revealed extensive deterioration and approximately 1/3 of the existing roof membrane was missing entirely. The missing portion of the roof was blown off during a windstorm, which caused rusting and corrosion. During the site inspection, it was noted that areas still covered with the roofing membrane were freely allowing water intrusion. The membrane surface consisted of individual segments, broken from each other with their edges loose and easily lifted. This caused a requirement to replace the entire roof membrane and metal roof deck.

Scope of Work

Our scope of work includes an evaluation of the 35,800 SF main roof diaphragm for the wind loads specified by the Florida Building Code 2020, develop full construction/permit drawings and technical specifications for roof deck replacement and repairs to the structural framing, and the replacement of existing roof skylights and roof vents with impact resistant products. The design will meet LEED-EB Certification in compliance with Miami-Dade County Order No.8-8, Sustainable Buildings Program. Raymond also provided permitting, bidding assistance and construction phase services.

Project Relevance

Roof Inspections | Construction Administration | Roof Replacement | Environmental | Reports | Structural Engineering | Building Envelope Testing

Owner Contact Information

Owner/Client: Miami-Dade Solid Waste Management
Contact Person: Silva Rodriguez
Phone: 305-514-6691

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)



PROJECT INFORMATION

HERNANDO COUNTY SCHOOLS ROOF AND BUILDING ENVELOPE

Location: Brooksville, FL
Years Completed: 2021-Present

Estimated Cost:
Fox Chapel: $1,952,080
Powell: $1,083,600

Project Description

Hernando County Public Schools was concerned with the current conditions of the roofs, and they needed to have recommendations on how to proceed by the end of June as this was their fiscal year budget deadline. Hernando County Public Schools needed clear directions on how to proceed, and what options were viable roof remediation options.

Scope of Work

Raymond performed a visual assessment of the roof systems at Fox Chapel and Powell Middle Schools to capture roof defects associated with the roof membrane and roof components such as drainage, curbing, flashing, etc. Raymond took core samples of typical roof areas to confirm the composition of the roof system. Our team performed an infrared drone scan of the roof areas to identify suspected anomalies, then created a report outlining the results of the assessment along with recommendations to repair, coat or replace.

Fox Chapel: The existing roof assemblies have reached their Expected Useful Life. Continued repairs will be required to maintain the watertight integrity of this system. The roof membrane, flashings, and sealants will continue to deteriorate. For the one-story classroom building, we recommended roof replacement as this building already had a second roof installed atop its original roof. For the one-story classroom/cafeteria combined building, we recommend two options: roof coating or roof replacement.

Powell: The existing roof assemblies have reached their Expected Useful Life. Continued repairs will be required to maintain the watertight integrity of this system. The roof membrane, flashings, and sealants will continue to deteriorate. For the two one-story classroom buildings, we recommended roof replacement. For the two-story gymnasium, we recommend two options: roof coating or roof replacement.

Raymond is currently providing design for the recoating of Fox Chapel and Powell Middle Schools. Our team has also been brought on to perform a full mechanical change out and testing and balancing of the schools' gymnasiums.

Project Relevance

Roof Inspections | Roof Replacement Design | Reports | Structural Engineering | Building Envelope Testing

Owner Contact Information

Owner/Client: Hernando County Public Schools
Contact Person: Brian Ragan
Phone: 352-797-7050

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)



PROJECT INFORMATION

41 PARK OF COMMERCE SUITE TENANT RENOVATION

Project Location: Savannah, GA
Years Completed: 2019

Cost: $220,000

Project Description

Raymond was awarded a task order that involved the creation of transitional office space for a Defense Attorney (DA). The DA's firm was during acquiring new office space and needed a solution to house their staff temporarily. Raymond provided full architectural and engineering services for this renovation.

Technical Approach

During the initial site visit, our team carefully considered existing conditions, including materials and space layout, to better maximize the use of what was existing in the space. This careful process allowed for a reduction in demolition and construction time, which was imperative for this quick turnaround project. On our site visit, it was determined that the most important time saving aspects would be to keep the existing restroom space while renovating an adjacent office to house the DA's staff and office equipment.

During the design process, our team implemented non-specific furniture, fixtures, and equipment to better re-use the space for other departments in the future. Furthermore, Raymond emphasized the use of new materials that coordinated with existing materials that freshened up the space without jeopardizing the strict timeline.

Project Challenges

One of the major design issues resolved was to utilize the existing HVAC with the new layout of spaces and ceiling heights. Our team had to redesign the ducts to properly distribute the air within the space and allow for maximum ceiling heights.

Benefits to Client

Our team successfully met the strict timeline and budget for the fast-paced project.

Project Relevance

Architectural Design | MEP | Office Design | Restroom Design | Interior Design | County Government | ADA Compliance | Adaptable Re-Use Project | Existing Facility

Owner Contact Information

Owner/Client: Chatham County
Contact Person: Suzanne Cooler
Phone: 912-652-7800

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

C.SCHEDULE AND AVAILABILITY

SCHEDULE

Raymond prioritizes accurate cost analysis and schedule control in every engagement; we understand that being on time and on budget is a critical success criterion for every project. Our approach is thorough and systematic – we dedicate the time and effort necessary to plan, check, and analyze the project costs throughout each phase of the project and for each key party involved.

First and foremost, our budgeting and forecasting efforts are based on strong cost estimation. In all engagements, Raymond uses cost estimation best practices to ensure the best budgeting and forecasting can be provided to our clients. We draw from historical project data (i.e., projects with comparable scopes of work), up-to-date and known manufacturer pricing, and current work type estimates to build the strong confidence levels in projected construction budgets. Furthermore, we conduct a feasibility analysis of our designs, project location logistics, and market pricing to determine factors that could impact the projected budget, drawing from our 31 years of experience and best practices.

Second, our cost controls focus on analysis, not accounting. Our goal is to be tracking progress and spending in near-real time, against the Schedule of Values. Most importantly, we are actively analyzing where the costs are coming from and against which line items in the project budget as they're occurring, rather than at set points or near the end of the project. Our analysis aims to understand how performance is impacting the project's budget, good or bad, and is done proactively rather than reactively. Accomplishing this effort requires us to work hand-in-hand with the contractor (and subcontractors) to ensure the most accurate and up-to-date data is always available. Our team members work with the relevant parties to establish the invoicing schedule, data requirements, and template to ensure data is accurate, timely, and actionable.

Finally, we provide an integrated cost and schedule progress report to our customers that provides immediate understanding of progress, resolved issues, and potential upcoming issues. Our goal is cost and schedule transparency to our clients throughout the project, in a reliable, timely, and easy-to-digest format. Furthermore, we work with our clients to set formal, periodic review meetings to discuss cost and schedule progress so as to prevent miscommunications, drive accountability, and resolve issues in a timely and cost-effective manner. Our goal is to ensure our clients always have the data they need at the correct project juncture (e.g., post-design and pre-bid) to make the most informed and best strategic decisions.

Sample Projects Showing Experience with Schedule & Budget

Project Name	Estimated Completion Date	Actual Completion Date	Construction Estimated Budget	Construction Actual Budget
NCDOA New Education Bldg	2/7/2019	12/17/2018	$744,625.00	$744,625.00
NCDPS Sampson Correctional Institute County	8/31/2020	8/25/2020	$169,290.00	$143,970.00
Cobb County Government Roof Replacement	6/20/2021	4/1/2019	$622,268.00	$619,153.00
ECU Science and Technology Classroom Bldg Roof Section A, C, D	3/18/2022	3/10/2022	$176,714.00	$176,714.00
NCDOT Williamston Roof Replacement	2/5/2016	2/5/2016	$295,738.00	$277,568.00

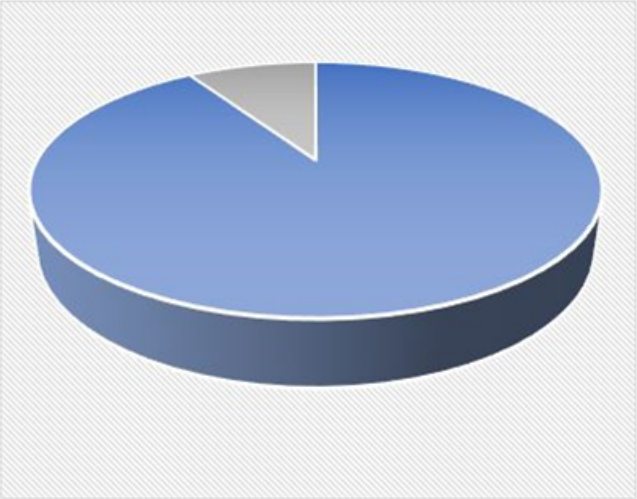
Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Availability

The Raymond team has the capacity to accomplish the design of this project within the required time. Our team's management approach is structured to be responsive to this variability in both scope and workload and know how to properly manage the scope and magnitude of this project.

Raymond has the necessary staff to execute this contract and to meet the goals for City of Holly Hill. We have selected highly qualified architects and engineers dedicated to this project, but if a surge is required, we have additional, equally qualified, staff to meet project requirements. There is no anticipated backlog of work, major projects, or organizational changes that would impact the design staff assigned to this contract in the immediate future or within the next 24-month period. Our team understands the special considerations that must be incorporated into the design to maintain operations, the comfort / safety of staff and patients, as well as their security. Our team is well qualified to deliver this contract's projects in the required time and is working under no other contract or commitment that will interfere with our dedication to the successful performance of the services requested.

The following chart demonstrates that we have the staff to meet your expanded workload requirements. Since this a term contract, we have assumed that the total contract value per year is $1,000,000 Our capacity is also such that we can accommodate any unforeseen schedule changes.



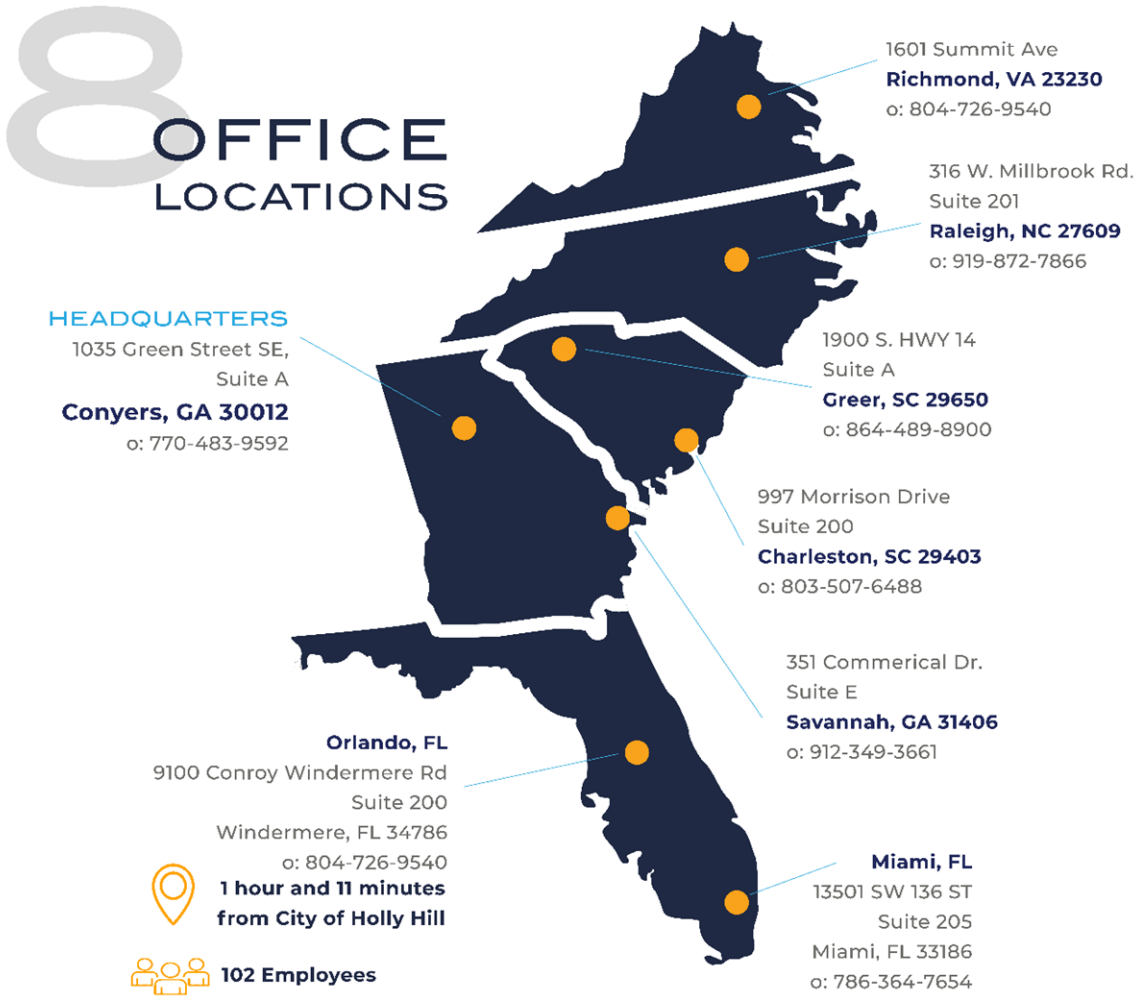
Total Design Capacity

Total Contract Value	$1,000,000
Average Per Hour Rate	$120
Hours for Contract Value	8,333
Performance Period	24 months
Design Staff	70
Calculated Required Hours	1,302 hrs/month
Team Capacity per Month	160 hrs/month
Capacity Utilized	4.30%

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

III. OFFICE LOCATION AND NUMBER OF EMPLOYEES

LOCATION OF OFFICE AND NUMBER OF EMPLOYEES



DISTANCE AND TIME TO CITY HALL

Raymond's Orlando, Flordia office will perform the overall work for this contract, while additional design support will come from our Miami, Savannah, and Corporate offices. The convenience of our Orlando location allows us to provide you with efficiency of service, with same day response times throughout the contract's progression. Of particular importance is our familiarity with your region. Our team is only **an hour (68.6 miles)** from your city.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

IV. CLIENT REFERENCES

Name	Address	Phone/Email
Leo Gomez	Miami-Dade Public Library System 101 W. Flagler Street Miami, FL 33130	PH – 305-375-5106 Leo.gomez@miamidade.gov
Sylvia Rodriguez	Miami-Dade County Department of Solid Waste Management 2525 NW 62nd Street, 5th Floor Miami, FL 33147	PH – 305-987-3898 silrod@miamidade.gov
Brian Ragan	Hernando County School District 8016 Mobley Road Brooksville, FL 34601	PH-352-797-7050 ext.428 ragan_b@hcsb.k12.fl.us
Deb Young	City of Salisbury 132 North Main Street Salisbury, NC 28144	PH – 704-638-2152 dyoun@salisburync.gov
Suzanne Cooler	Chatham County 124 Bull Street, Suite 210 Savannah, GA 31401	PH – 912-652-7800 svcooler@chathamcounty.org

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

V.ATTACHMENTS

SECTION 5 – QUALIFICATIONS SUBMITTALS

RFQ-ARC-23-01 ARCHITECTURAL SERVICES

Section 5 –
Qualification Submittals

PROJECT: **Architectural Services**
CITY CONTRACT NO. **RFQ-ARC-23-01**

Name of Proposer: Raymond Engineering - Georgia, Inc (Raymond)

Mailing Address: 9100 Conroy Windermere Rd, Suite 200

Street Address: 9100 Conroy Windermere Rd, Suite 200

City/State/Zip: Windermere, Fl 34786

Phone Number: (770) 483-9592

FAX Number: (770) 483-8082

Pursuant to and in compliance with the Request for Qualifications, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity Contract Documents, including Addenda Nos. _____ through_____, on file at the Purchasing & Contracts Management Division for the amount hereinafter set forth.

The undersigned, as Proposer, declares that the only persons or parties interested in this Qualification as principals are those named herein; that this Qualification is made without collusion with any person, firm or corporation; and he proposes and agrees, if the Qualification is accepted, that he/she will execute an Agreement with the CITY in the form set forth in the Contract Documents; that he/she will furnish Insurance Certificates, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive.

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 14th day of June, 2023.

Raymond Engineering-Georgia, Inc.
(Name of PROPOSER)

(Signature of person signing FORM)

Michael Ramos
(Printed name of person signing FORM)

President
(Title of person signing FORM)

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Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

RFQ-ARC-23-01 ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Qualification, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Qualification.

I hereby propose to furnish the goods or services specified in the Request for Qualification at the prices, rates or discounts quoted in my Qualification. I agree that my Qualification will remain firm for a period of up to one hundred twenty (120) days in order to allow the City adequate time to evaluate the Qualifications.

I agree to abide by all conditions of this Qualification and understand that a background investigation may be conducted by the City of Holly Hill Police Department prior to award.

I certify that all information contained in this Qualification is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Qualification on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this Qualification is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Qualification for the same product or service; no officer, employee or agent of the City of Holly Hill Government or of any other Proposer interested in said Qualification; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business Raymond Engineering - Georgia, Inc (Raymond)

By: _____
Signature

Michael Ramos, President
Name & Title, Typed or Printed

9100 Conroy Windermere Rd,
Suite 200
Mailing Address

Windermere, Fl 34786
City, State, Zip Code

(770) 483-9592
Telephone Number

Sworn to and subscribed before me

This 14th day of

June 2023

_____
Signature of Notary

Notary Public, State of Georgia

Personally Known
-OR-
Produced Identification _____

Type: _____

Jaylen Pope
NOTARY PUBLIC
Barrow County, GEORGIA
My Commission Expires 01/18/2027

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Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA)
) ss
CITY OF Holly Hill)

Before me, the undersigned authority, personally appeared Michael Ramos, who was duly sworn, deposes, and states:

1. I am the President of Raymond Engineering - Georgia, Inc (Raymond) with a local office in Windermere, Florida and principal office in Conyers, Georgia.
2. The above named entity is submitting an Expression of Interest for the City of Holly Hill project described as ***RFQ-ARC-23-01 Architectural Services***
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting Qualifications for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of Holly Hill.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Holly Hill.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of Holly Hill in writing.

DATED this 14th day of June, 2023.

Michael Ramos
Typed Name of Affiant
President
Title

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Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

Sworn to and subscribed before me this 14th day of June, 2023.

Personally known

OR Produced identification

Notary Public - State of Georgia

Jaylen Pope

My commission expires 1/18/2027

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Jaylen Pope
NOTARY PUBLIC
Barrow County, GEORGIA
My Commission Expires 01/18/2027

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Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after receiving, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Qualification authorizes release of your firm's credit data to City of Holly Hill.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/Qualification package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the City in the event we are forced to litigate the public records status of the company's documents.

Company Name: Raymond Engineering - Georgia, Inc (Raymond)

Authorized representative (printed): Michael Ramos

Authorized representative (signature): 

Date: 6/14/2023

Project Number: RFQ-ARC-23-01 Architectural Services

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Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that Raymond Engineering - Georgia, Inc (Raymond) does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Qualification, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Authorized representative (printed): Michael Ramos

Authorized representative (signature): [signature]

Date: 6/14/2023

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Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

RFQ- ARCHITECTURAL SERVICES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

SECTION 6 –
DRAFT Services Agreement

CITY OF HOLLY HILL
SERVICES AGREEMENT FOR
PLANNING Services With __Raymond Engineering Georgia, Inc
REQUEST FOR QUALIFICATION RFQ-ARC-23-01)

THIS AGREEMENT made and entered into the «Council_Day» day of «Council_Month», «Council_Year» 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:

Raymond Engineering Georgia - Inc. (Raymond)
9100 Conroy Windermere Rd, Windermere,FL 34786

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.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

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:

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 -	Price Schedule
Exhibit F -	Business Tax Receipt – (City of Holly Hill)
Exhibit G -	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.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

Type of Service – Architectural 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 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 -	Price Schedule
Exhibit F -	Business Tax Receipt – (City of Holly Hill)
Exhibit G -	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

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

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.

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(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 SubContractor shall be submitted to the City for written approval prior to the Contractor entering into a subcontract. SubContractor 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 subContractor 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.

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(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 by the City Manager for one (1) each year for total of an additional two (2) years. Should the CITY wish to not have this Contract renewed for any year, the CITY shall provide written notice to the CONTRACTOR ninety (30) 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

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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.

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(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.

(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.

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(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:

Joseph Forte
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117
(386)248-9425

(2). For the Contractor:
Michael Ramos
Raymond Engineering Georgia - Inc. (Raymond)
9100 Conroy Windermere Rd, Windermere, FL 34786
770-483-9592
mike.ramos@raymondllc.com

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(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) 248-9440

(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:

«Consultant_Designated_Representative»
Raymond Engineering Georgia - Inc. (Raymond)
9100 Conroy Windermere Rd, Windermere, FL 34786
770-483-9592

E-mail Address: mike.ramos@raymondllc.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

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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

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other charges of the Contractor. The initial fee for the subject Project shall be as subsequently negotiated by the parties.

(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:

Finance Director
City Hall
City of Holly Hill
1065 Ridgewood Avenue

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Holly Hill, Florida 32117

SECTION 24: TERMINATION OF AGREEMENT.

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

(1). If, in the City's opinion, adequate progress under a Work Order is not being made by the 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 Manager 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 (30) 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.

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

(c). Violation of this Agreement by the 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

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(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 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.

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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 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.

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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)
4. American with Disabilities Act; Section 17, Paragraph (f)
5. Price Schedule
6. Business Tax Receipt
7. Request for Taxpayer Identification Number and Certification IRS Form W-9

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.

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 «Council_Day» day of, «Council_Month», «Council_Year», 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: 6/14/2023

As approved by the City Commission of the City of Holly Hill at is meeting of ___ _____, 2023.

ATTEST:

_____
Valerie Manning, City Clerk

CITY OF HOLLY HILL

By: _____
Joseph A. Forte, City Manager

Date: _____

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EXHIBIT A
Description/Scope of Services

GENERAL SCOPE OF SERVICES

The City is seeking sufficient information in the qualification statement to determine if the firm is qualified to provide the City with architectural services for various projects within the City. Architects shall be required to be knowledgeable in the permitting requirements of local, state and federal agencies and have a strong background of municipal and commercial design experience. Ability to provide and coordinate certain additional services dependent on specific project needs to include mechanical, electrical, structural and environmental services. It is anticipated that the Architect shall provide, but not is limited to, the following services:

Preliminary Project Coordination Administration

- Preparation of preliminary studies and reports, feasibility studies, utility rate studies, financial and fiscal studies and evaluation of existing facilities as necessary.
- Preparation of schematic layouts and sketches where required; opinions of construction cost; and such consultation and conferences with the City as may be necessary for the City to reach decisions concerning the subject matter.
- Consultation and advice concerning the extent and scope of the proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable construction costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate.
- The Consultant shall prepare, present, monitor, and maintain a schedule for the tasks defined in the scope of services; coordinate the project team; organize, and lead the kickoff meeting of the project team.
- The Consultant shall conduct meetings with the project team on a regular basis throughout the completion of the design phase and creation of the construction documents. The Consultant shall be responsible for recording meeting minutes and preparing memoranda for distribution.
- Coordination of sub-consultants' services is the responsibility of the Prime Consultant including satisfactory performance and schedule.

Design Development

- The Consultant and appropriate members of the project team may be required to perform field investigations of the proposed project site for initial suitability determination. The Consultant and appropriate project team members shall meet with public and private utility providers in the area to confirm existing utility locations.
- The Consultant shall produce design development drawings to perform modifications and describe the overall character and extent of the project. Drawing shall include plans, elevations and sections as appropriate.
- Design development may include site inspections required to confirm site plan and records of utilities and other relevant features at the project site as they relate to project design.
- The Consultant shall prepare complete design plans to address revisions necessary based upon comment received during City and agency reviews;

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preparation of permit applications and attending project review meetings as may be required by such agencies as have legal review authority over the project.

- The Consultant shall prepare construction documents at a suitable scale for all items described above including demolition of existing features to be removed, civil plans, and permit application and permit drawings which are appropriate for public bidding.
- The Consultant shall present the construction documents to appropriate project members and City department at 30%, 60%, 90% completion for review and approval.
- The Consultant shall prepare final statement of probable project cost.
- The Consultant shall coordinate and assemble technical specifications, design cover sheets, and prepare an itemized bid form to be used in the bidding process.

Bidding and Negotiation Services

- Preparing for review and approval by the City, contract agreement and forms, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assisting in the preparation of any related documents.
- Coordination of advertisement for bids; distributing plans and specifications to prospective bidders; conducting pre-bid conferences; providing clarifications and addenda to prospective bidders or suppliers; attending the bid opening; reviewing and tabulating the bids received; reviewing bidder qualifications (including subcontractors and suppliers), and making recommendations to the City as to the award of bids.
- The Consultant will coordinate with appropriate project team members to assure that all City required documents are assembled as a complete bid package.

Construction Phase Services

- Technical observation of a contractor's work to enable a qualified design professional to ascertain that completed work will conform generally to the contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the Contractor. This includes periodic visits to the job site at intervals appropriate to the various stages of construction as the Consultant deems necessary to fulfill this obligation.
- Coordination of and attendance by the project architect at all preconstruction conferences and progress meetings; technical review of the contractor's plans, shop drawings and other submittals; approving materials for conformance with the specifications; interpreting plans and specifications; verifying quantities; checking and approving monthly and final estimates for contractor's payments; preparing change orders; acknowledging general job progress status; reviewing and reporting the results of laboratory testing.
- Provide required information for project certification to regulatory agencies; perform project substantial completion and final inspections; recommending accepting or rejecting contractor's work; and preparing record drawings at the completion for construction.
- During the construction progress of any work designed by the Consultant it will, if authorized by the City, provide resident project inspection services to be performed by one or more authorized employees of the Consultant. Resident

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representatives shall provide extensive inspection services at the project site during construction. The resident representative(s) will endeavor to provide protection for the City against defects and deficiencies in the work of the Contractor as well as investigate and report on complaints and unusual occurrences in connection with the work in progress.

Local Government, and Other Agency Coordination

- The Consultant shall be responsible for coordination of their design activities with the appropriate agencies to ensure adequate opportunity on their behalf to address design and construction issues and provide information that will aid in the design and alleviate duplication of effort and construction. Any agency with jurisdiction shall be coordinated and communicated with as part of any City project.

Deliverables may include, but not be limited to:

- Final deliverables will include four (4) bound sets of feasibility reports and exhibits, plans and specifications, and as built drawings drawn to scale. All elements of the deliverables shall also be provided on a CD or DVD in applicable format as specified by the City.
    - All text and graphic information will be provided in the City standard MS Office software (MS Word, MS Power Point, etc.) and in the Adobe .PDF format, unless otherwise specified.
    - All geo-spatial information including plans, surveys, maps, and aerial photography will be provided in ArcGIS or ESRI Personal Geodatabase format. This data will be referenced by a minimum of three (3) coordinates in the Florida State Plane Coordinate System, East Zone in US Survey Feet. The horizontal datum is NAD83/(1990) HARN and the vertical datum is NAVD 88 Feet, in accordance with Florida Statues, Chapter 177.151
- All plans, drawings, reports, and specifications that result from the Consultant's services shall become the property of the City.
- Additional digital copies of documents shall be provided to the City upon request at no additional fee.
- Consultant shall respond to all requests for additional information at no additional fee to the City.

Each Project will have an expanded Scope of Services tailored to the specific needs of the City. Each project will be negotiated at the time of the development of the specific scope of work.

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EXHIBIT B. CERTIFICATE OF LIABILITY INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/20/2022

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

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

PRODUCER The Tabb Insurance Agency Inc. 2435 Wall Street, Suite 102 Conyers GA 30013	CONTACT NAME: Crystal Pulliam PHONE (A/C, No, Ext): 770-483-1800 FAX (A/C, No): 770-785-4185 E-MAIL ADDRESS: crystalpulliam@tabbinsurance.com
INSURED RAYMENG-01 Raymond Engineering-Georgia Inc. 1035 Green Street Suite A Conyers GA 30012	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Ohio Security Insurance Company — 24082 INSURER B : The Ohio Casualty Insurance Company — 24074 INSURER C : Hanover Insurance Company — 22292 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1213385162 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			BKS58905837	5/1/2022	5/1/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAS58938353	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			USO58905837	5/1/2022	5/1/2023	EACH OCCURRENCE	$ 8,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 8,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			XWS58905837	5/1/2022	5/1/2023	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C A	Professional & Pollution Liab Aviation Liability			LHA H315507 BKS58905837	7/15/2022 5/1/2022	7/15/2023 5/1/2023	PER CLAIM/AGGREGATE AGGREGATE/DED $25,000	3,000,000 1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
Insured Copy	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Crystal Pulliam

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

EXHIBIT C: WORK ORDER FORM

Raymond will complete the work order service form once we have received a task order.

Exhibit C
WORK ORDER FORM

WORK ORDER-SERVICES#____

Encumbrance PO Number: _____

City of Holly Hill (Buyer) **Resolution #:**_____

Vendor Name: Raymond	**Date:** 6/27/2023
Address: 13501 SW 136th Suite 205	**Bid #:**
City, State & Zip: Miami, FL, 33186	**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

44

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

EXHIBIT D: AMERICANS WITH DISABILITIES ACT AFFIDAVIT

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: Raymond

Signature:

Printed Name: Michael Ramos

Title: President

Date: 6/14/2023

Affix Corporate Seal

Raymond Engineering-Georgia, Inc CORPORATE SEAL GEORGIA 2005

STATE OF Georgia)
) ss
COUNTY OF Barrow)

The foregoing instrument was acknowledged before me this 14th day of June, 2023, by _____ of Raymond Engineering-Georgia, Inc firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

Jaylen Pope
NOTARY PUBLIC
Barrow County, GEORGIA
My Commission Expires 01/18/2027

Print Name Jaylen Pope
Notary Public in and for the County
and State Aforementioned

My commission expires: 1/18/2027

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Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

EXHIBIT E: HOURLY PRICE SCHEDULE

CONFIDENTIAL

RAYMOND
SINCE 1992

2023
FEE SCHEDULE

Architectural/Engineering & Building Envelope Services

PROFESSIONAL SERVICES

Principal, per hour	$350.00
Litigation II (Deposition/Trial), per hour	$350.00
Litigation I (Investigation), per hour	$300.00
Senior Project Manager, per hour	$215.00
Project Manager, per hour	$150.00
Project Coordinator, per hour	$100.00
Senior Engineer, PE, per hour	$185.00
Engineer III, PE, per hour	$160.00
Engineer II, EIT, per hour	$135.00
Engineer I, per hour	$105.00
Senior Architect, RA, AIA, per hour	$185.00
Architect III, per hour	$160.00
Architect II, per hour	$140.00
Architect I, per hour	$120.00
Senior Interior Designer, per hour	$150.00
Interior Designer III, per hour	$120.00
Interior Designer II, per hour	$100.00
Interior Designer I, per hour	$85.00
Senior Building Envelope Consultant, RRC, RWC, REWC, per hour	$190.00
Building Envelope Consultant III, RRC, RWC, REWC, per hour	$150.00
Building Envelope Consultant II, RRO, RWO, per hour	$125.00
Building Envelope Consultant I, per hour	$80.00
Senior Technical Design Writer/Drafter, per hour	$175.00
Technical Design Writer/Drafter III, per hour	$125.00
Technical Design Writer/Drafter II, per hour	$100.00
Technical Design Writer/Drafter I, per hour	$95.00
Junior Technical Design Writer/Drafter, per hour	$80.00
Senior Administrator/Clerical, per hour	$100.00
Administrator/Clerical, per hour	$75.00

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

CONFIDENTIAL

RAYMOND
SINCE 1992

2023
FEE SCHEDULE

Architectural/Engineering & Building Envelope Services

EXPENSES

Travel and lodging	Cost + 10%
Per Diem (meals), per day	$50.00
Mileage, per mile	$0.68

EQUIPMENT

Drone, per day	$450.00
IR Drone, per day	$700.00
Nuclear Gage Equipment, per day	$600.00
Flir Infrared Camera, per day	$350.00
Tramex, DEC Scanner, per day	$250.00
Tramex Meter, per day	$100.00
High Voltage Electronic Leak Detector, per day	$250.00
Field Air Infiltration (e.g. ASTM E783) Testing Equipment, per day	$250.00
Field Spray Nozzle (e.g. AAMA 501.2) Testing Equipment, per day	$50.00
Spray Rack (e.g. ASTM E 1105), per day	$400.00
Bell Chamber, per day	$600.00
Blower Door Test Equipment, per day	$600.00

CONSULTANTS

Sub Consultants	Cost + 10%

Note: Fees are portal to portal. Regular rates apply for work performed Monday – Friday that do not exceed 40 hours. Overtime rates apply on weekends, holidays, and time over 40 hours per week. Overtime rates are billed at 1.5 times the regular rate. Mileage rates are subject to change at the beginning of each calendar year.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

EXHIBIT F: BUSINESS TAX RECEIPT

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

2022 **EXPIRES 9/30/2023** 5000-1216160

5000 BUSINESS OFFICE $30.00 1 EMPLOYEE | 3004 ENGINEER $30.00

TOTAL TAX	$60.00
PENALTIES	$6.00
PREVIOUSLY PAID	$66.00
TOTAL DUE	$0.00

RAMOS RAYMOND

RAYMOND ENGINEERING-GEORGIA INC
RAMOS RAYMOND
9100 CONROY WINDERMERE RD #200
WINDERMERE FL 34786

9100 CONROY WINDERMERE RD #200
U - WINDERMERE, 34786

PAID: $66.00 0098-01090722 10/12/2022

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

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

2022 **EXPIRES 9/30/2023** 5000-1216160

5000 BUSINESS OFFICE $30.00 1 EMPLOYEE | 3004 ENGINEER $30.00

TOTAL TAX	$60.00
PENALTIES	$6.00
PREVIOUSLY PAID	$66.00
TOTAL DUE	$0.00

RAMOS RAYMOND

RAYMOND ENGINEERING-GEORGIA INC
RAMOS RAYMOND
9100 CONROY WINDERMERE RD #200
WINDERMERE FL 34786

9100 CONROY WINDERMERE RD #200
U - WINDERMERE, 34786

PAID: $66.00 0098-01090722 10/12/2022

SCOTT RANDOLPH, TAX COLLECTOR · ORANGE COUNTY, FLORIDA ·

This receipt is official when validated by the Tax Collector.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

EXHIBIT G: E-VERIFY COMPLIANCE

h

Exhibit G
E-VERIFY COMPLIANCE

Affidavit of E-Verify Requirements Compliance

RFP 22-BG-13 Landscape Maintenance Services

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

Raymond Engineering - Georgia, Inc (Raymond)
9100 Conroy Windermere Rd,
Suite 200
Windermere, FL 34786

Consultant/Contractor Name and Address

Signature

Michael Ramos

Name and Title

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Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

EXHIBIT H: W9

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Raymond Engineering-Georgia, Inc.

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1035 Green Street SE, Suite A

Requester's name and address (optional)

6 City, state, and ZIP code
Conyers, GA 30012

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
7 7 - 0 6 5 9 3 3 3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 12/22/2022

General Instructions

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

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

Purpose of Form

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

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

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

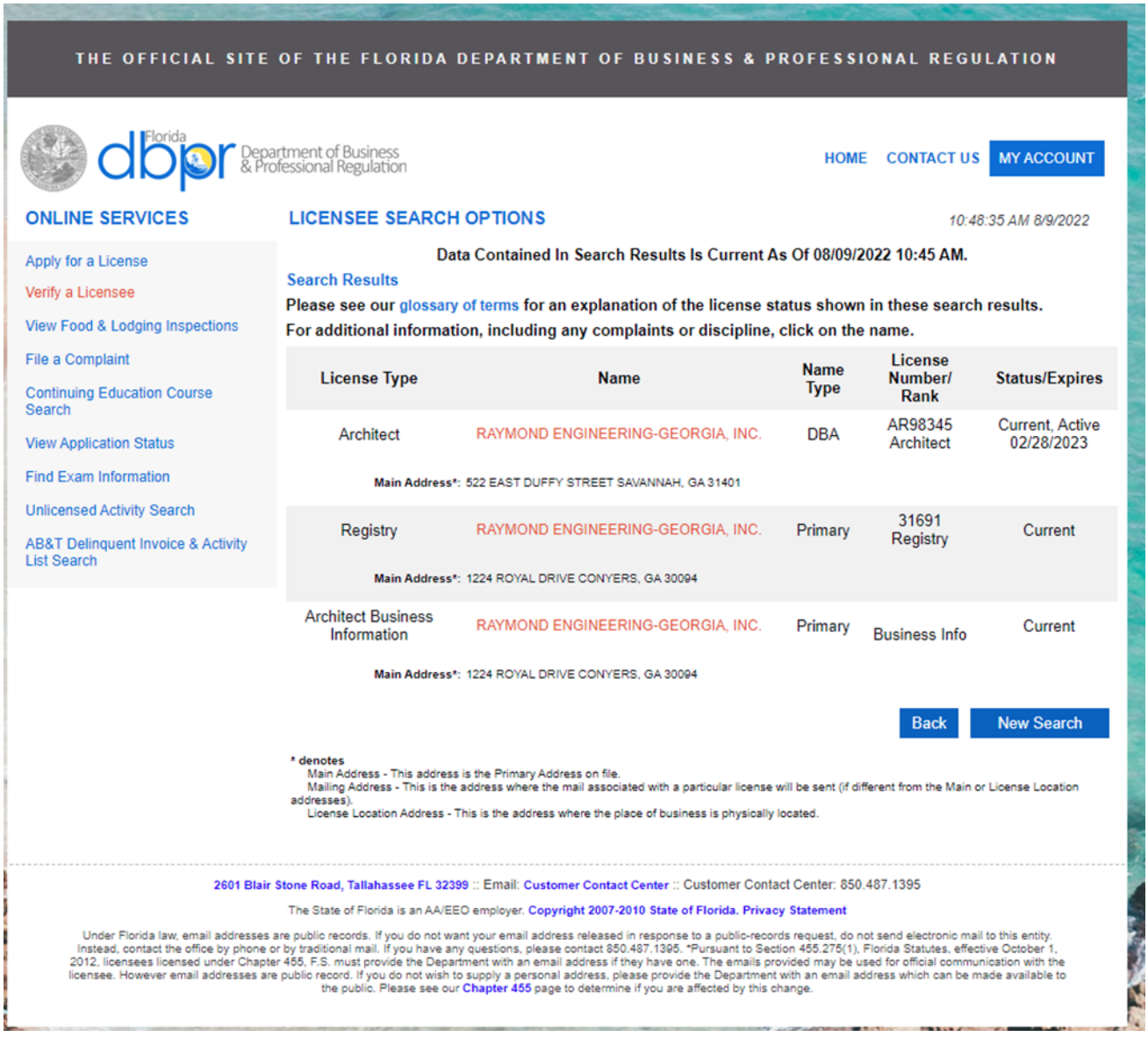
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

LICENSES

FIRM LICENSING



THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

Florida dbpr Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE SEARCH OPTIONS

10:48:35 AM 8/9/2022

Data Contained In Search Results Is Current As Of 08/09/2022 10:45 AM.

Search Results

Please see our glossary of terms for an explanation of the license status shown in these search results.
For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Architect	RAYMOND ENGINEERING-GEORGIA, INC.	DBA	AR98345 Architect	Current, Active 02/28/2023
Main Address*: 522 EAST DUFFY STREET SAVANNAH, GA 31401				
Registry	RAYMOND ENGINEERING-GEORGIA, INC.	Primary	31691 Registry	Current
Main Address*: 1224 ROYAL DRIVE CONYERS, GA 30094				
Architect Business Information	RAYMOND ENGINEERING-GEORGIA, INC.	Primary	Business Info	Current
Main Address*: 1224 ROYAL DRIVE CONYERS, GA 30094				

Back New Search

* denotes
Main Address - This address is the Primary Address on file.
Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).
License Location Address - This is the address where the place of business is physically located.

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. Copyright 2007-2010 State of Florida. Privacy Statement

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

State of Florida
Department of State

I certify from the records of this office that RAYMOND ENGINEERING-GEORGIA, INC. is a Georgia corporation authorized to transact business in the State of Florida, qualified on June 6, 2016.

The document number of this corporation is F16000002715.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 28, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-first day of February, 2022

Secretary of State

Tracking Number: 9170672980CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

PERSONNEL LICENSING

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Architect	POLLARD, NATHAN THOMAS	Primary	AR98345 Architect	Current, Active 02/28/2025

Main Address*: 522 EAST DUFFY STREET SAVANNAH, GA 31401

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Architect	GULATI, RUPESH KUMAR	Primary	AR93411 Architect	Current, Active 02/28/2025

Main Address*: 9100 CONROY WINDERMERE ROAD WINDERMERE, FL 34786

Architect	CRUZ-MUNOZ, RAFAEL J	Primary	AR0006987 Architect	Current, Active 02/28/2025

Main Address*: 11719 SW 103RD LANE MIAMI, FL 33186

LICENSEE DETAILS *1:17:14 PM 6/15/2023*

Licensee Information

Name:	SALAS, CONNOR AARON (Primary Name)
Main Address:	554 Calibre CALIBRE CREST PKWY APT 102 ALTAMONTE SPRINGS Florida 32714
County:	SEMINOLE

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	93567
Status:	Current,Active
Licensure Date:	02/16/2022
Expires:	02/28/2025

Special Qualifications	Qualification Effective
Civil	02/16/2022

Alternate Names

Attachment: Exhibit E - Additional Firm Submissions (2023-R-34 : Architectural Continuing Services)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **July 25, 2023**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving an Agreement with Tetra Tech, Inc., in the Amount of $39,661.20 for the Grant Management of Hazard Mitigation Grant Program Projects Related to Hurricanes Ian and Nicole, and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2023-R-35**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill has submitted initiatives to the Volusia County local mitigation committee for the procurement and installation of bypass pumps for Lift Stations 7, 14 and 16, as well as, the refurbishment of Lift Station #21. These projects have been selected by the Volusia County Mitigation Steering Committee to apply for funding through the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP) through Hurricane Ian funds.

Lift Station #21 has been approved under Tier I funds, and the lift station bypass pumps have been approved under current Tier II funds. Projects are only funded under Tier II funds if remaining moneys were not encumbered under Tier I projects. City staff will request that the Local Mitigation Committee approve the lift station bypass pumps under the Tier I funding of Hurricane Nicole in order to ensure that all projects have guaranteed funding available. Staff will be attending a meeting to prioritize Hurricane Nicole project funding on Monday, July 17.

Successful grant applications must have positive benefit cost analyses as determined through documentation of damage costs of prior events or through the likelihood of future failure cost estimates as determined by subject experts.

Tetra-Tech, Inc., currently has an active contract with Volusia County, which allows for use by municipalities under section 3.9 of the contract at the same prices, terms and conditions as stated in the agreement. On November 22, 2022, the City Commission approved a cooperative agreement with Tetra Tech to provide disaster management consulting services through resolution 2022-90 which utilized this agreement. Contract 17-SQ-43-BB between Volusia County and Tetra Tech, Inc., is included under "Exhibit A". The fully executed cooperative agreement between the City of Holly Hill and Tetra Tech. Inc. is included under "Exhibit B."

Volusia County Contract 17-SQ-43-BB is active through June 14, 2024 and does include grant

management as one of the services offered. Tetra Tech, Inc., has provided a proposal to the city for grant writing, benefit cost analyses and responses to State or Federal requests for information for the HMGP projects specified. The total cost for this work is $39,661.20.

FEMA allows for up to five (5) percent of the total actual documented cost of the HMGP award as a reimbursable. The estimated total cost of bypass pumps for Lift Station 7,14 and 16, as well as, the refurbishment of Lift Station #21 is $800,000, which allows for a reimbursement from FEMA for grant management in an amount up to $40,000. Of note, the submission of grant applications is not a guarantee of award.

The proposal from Tetra Tech, Inc., to provide grant management for the HMGP projects for (3) Lift Station bypass pumps and (1) Lift Station Refurbishment is included under "Exhibit C." The fee schedule in Tetra Tech's proposal is consistent with the fee schedule included in Volusia County Contract 17-SQ-43-BB and is included under "Exhibit D."

FISCAL ANALYSIS:

There are currently adequate funds in the Solid Waste account 495-3040-534-3400 to cover the anticipated cumulative cost of $39,661.20 for grant management. This is a cost reimbursement grant, which will require that the city initially pay for all costs of grant management.

If these grant applications are awarded by FEMA, all costs of grant management will be reimbursed in an amount not to exceed 5% of the total cumulative project costs.

STAFF RECOMMENDATION:

Approve an agreement with Tetra Tech, Inc., in the amount of $39,661.20 for the grant management of Hazard Mitigation Grant Program projects related to Hurricane Ian and Nicole, and authorize the City Manager to execute the same.

COMMISSION GOAL:

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

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

MOTION:

APPROVE AN AGREEMENT WITH TETRA TECH, INC., IN THE AMOUNT OF

$39,661.20 FOR THE GRANT MANAGEMENT OF HAZARD MITIGATION GRANT PROGRAM PROJECTS RELATED TO HURRICANE IAN AND NICOLE, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Volusia County Contract 17-SQ-43-BB (PDF)
- Exhibit B - Tetra Tech Cooperative Purchasing Agreement Fully Executed (PDF)
- Exhibit C - Tetra Tech Proposal (PDF)
- Exhibit D - Volusia County Contract Fee Schedule(PDF)

Resolution No. 2023-35

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN AGREEMENT WITH TETRA TECH, INC., IN THE AMOUNT OF $39,661.20 FOR THE GRANT MANAGEMENT OF HAZARD MITIGATION GRANT PROGRAM PROJECTS RELATED TO HURRICANES IAN AND NICOLE, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA APPROVING AN AGREEMENT WITH TETRA TECH, INC., IN THE AMOUNT OF $39,661.20 FOR THE GRANT MANAGEMENT OF HAZARD MITIGATION GRANT PROGRAM PROJECTS RELATED TO HURRICANES IAN AND NICOLE, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Volusia County has an active agreement 17-SQ-43-BB with Tetra Tech, Inc., for the provision of grant management which allows for mutual use by municipalities at the same prices, terms and conditions of the agreement; and

WHEREAS, the City of Holly Hill has been approved by the Volusia County Mitigation Committee to apply for Hazard Mitigation Grant Funds for the procurement and installation of bypass pumps for Lift Stations 7, 14, and 16, as well as, the refurbishment of Lift Station #21; and

WHEREAS, Tetra Tech, Inc., has expertise that the city desires to employ for the application of Hazard Mitigation Grants; and

WHEREAS, the proposal received has pricing consistent with the prices of Volusia County Contract 17-SQ-43-BB; and

WHEREAS, grants management is reimbursable in an amount not to exceed 5 (five) percent of the cumulative total projects cost.

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

SECTION 1. That the City Commission of the City of Holly Hill approves the use of a cooperative agreement with Tetra Tech, Inc., for the provision of grant management

related to Hazard Mitigation Grants.

SECTION 2. That the City Commission of the City of Holly Hill approves an agreement with Tetra Tech, Inc., in the amount of $39,661.20 for the grant Management of Hazard Mitigation Grant Program projects related to Hurricanes Ian and Nicole and authorizes the City Manager to execute the same.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

APPROVED AND AUTHENTICATED on this 25th day of JULY, 2023.

ATTACHMENT A

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

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

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

DO NOT RESPOND TO THIS SOLICITATION ON LINE

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

1.0 PURPOSE & OVERVIEW

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

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

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

2.0 SCOPE OF SERVICE

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

2.1 Background

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

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

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

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

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

3.0 GENERAL TERMS & CONDITIONS

3.1 Definitions

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

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

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

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

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

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

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

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

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

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

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

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

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

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

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

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

3.2 Proposed Schedule

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

3.3 Delivery of Proposals:

DO NOT RESPOND TO THIS SOLICITATION ON LINE

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

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

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

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

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

3.4 Public Proposal Opening

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

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

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

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

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. RM 302 DeLand, FL 32720.

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

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

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

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the County.

4. Upon completion of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

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

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

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

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

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

3.6 Proposal Form

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

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

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

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

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

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

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

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

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

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

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

Submit questions to:

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

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

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

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

3.8 Award

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

3.9 Other Agencies

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

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

3.10 Use of County Logo

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

3.11 Assignment

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

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

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

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

3.12 Contract

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

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

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

3.13 Disclosure of Proposal Content

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

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

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3.14 Respondent's Responsibility

A Respondent, by submitting a proposal, represents that:

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

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

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

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

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

3.15 Payment Terms

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

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

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

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

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

3.16 Conflict of Interest Forms

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

3.17 Licenses and Certificates

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

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

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

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

3.18 Minor Irregularities

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

3.19 Venue and Governing Law

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

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

3.20 Insurance Requirements

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

3.21 Unusual Costs

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

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

3.22 Waiver of Claims

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

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

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

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

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

2. Resources of the firm;

3. Experience in providing similar services, including references;

4. Cost;

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

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

3.24 Termination

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.25 Incurred Expenses

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

3.26 Post-Proposal Discussions with Respondents

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

3.27 Presentations by Respondents

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

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

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

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

3.28 Compliance with Laws and Regulations

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

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

3.29 Compliance with Federal E-Verify Regulations

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

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3.30 Limitation of Liability and Indemnification of County

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

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

3.31 Records & Right to Audit

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

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

3.32 Change in Scope of Services/Work

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

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

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

3.33 Modifications Due to Public Welfare or Change in Law

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

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

3.34 Safety

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

3.35 Right to Require Performance

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

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

3.36 Force Majeure

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

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

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

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

3.37 Contractor's Personnel

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

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

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

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

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

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

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

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

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

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

3.38 Disadvantaged Business Enterprise Program

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

3.39 Claim Notice

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

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

3.40 County/Contractor Relationship

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

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

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

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

3.41 Damages

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

3.42 Proposal Acceptance/Rejection

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

3.43 Proposal Acceptance Period

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

4.0 SUBMITTAL REQUIREMENTS

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

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

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

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

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

All proposals shall include, at a minimum:

Tab 1. Qualification Data

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

B. A brief profile of the firm, including:

1. A brief history of the business;

2. Organizational structure of business;

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

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

5. Ownership interests;

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

7. Present status and projected direction of business;

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

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

Tab 2. Methodology / Project Plan

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

Tab 3. Cost Proposal

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

Tab 5. References

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

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

Tab 6. Financial Stability

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

Tab 7. Other Information

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

Tab 8. Forms

A. Business Tax Receipt (BTR)

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

There are two exceptions to this submission requirement:

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

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

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

B. Insurance

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

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

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

C. Conflict of Interest Disclosure Form

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

D. Completed Taxpayer Identification Number (TIN) form.

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

E. Addenda

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

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

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

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

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Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

5.0 PROPOSAL FORM

_____, 2017

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

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

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

Sole Proprietor ❑ YES ❑ NO Total number of employees _____

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

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

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

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

Have you supplied all the Submittal Requirements outlined below?

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

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

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

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

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

✘

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

6.0 REFERENCES

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

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

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

287.133(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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

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

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

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

8.0 PROOF OF EXEMPTION

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

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

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

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

OR is the type of business indicated below:

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

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

STATE OF _____

COUNTY OF _____

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

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

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

_____
Revenue Director/Designee

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

9.0 HOLD HARMLESS AGREEMENT

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

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

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

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

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

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

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

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

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

STATE OF _____

COUNTY OF _____

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

_____

NOTARY PUBLIC – STATE OF

Type or print name:

_____

Commission No.: _____

(Seal) *Commission Expires:* _____

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

10.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that

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

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

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

EXCEPTIONS to items above (List): _____

_____

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

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

_____

NOTARY PUBLIC – STATE OF _____

Type or print name:

_____

Commission No.: _____

(Seal) *Commission Expires:* _____

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

11.0 DRUG-FREE WORK PLACE

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

_____does:
(Name of Firm)

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

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____ _____
Name and Title Date

_____
Signature

_____
Firm

_____
Street address City, State, Zip

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

12.0 CERTIFICATION REGARDING DEBARMENT (PRIME)

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

TO BE COMPLETED BY PRIME CONTRACTOR

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

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

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

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

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

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

_____ _____
Name and Title Date

_____
Signature

_____
Firm

_____
Street address City, State, Zip

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13.0 CERTIFICATION REGARDING DEBARMENT (SUB)

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

TO BE COMPLETED BY ALL SUB-CONTRACTORS

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

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

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

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

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

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

_____ _____
Name and Title Date

_____
Signature

_____
Firm

_____
Street address City, State, Zip

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

EXHIBIT A

17-SQ-43BB
SCOPE OF SERVICES

DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES

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

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

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

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

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

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

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

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

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

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

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

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

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

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

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

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

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

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

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

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

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

Volusia County
FLORIDA

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

February 3, 2017

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

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

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

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

Please sign and return with proposal

Vendor: _____

Signed by (*Name/Position*): _____

Phone No.: _____ Date: _____

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

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February 23, 2017

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

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

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

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

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

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

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

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

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

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

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

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

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

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

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

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

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

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

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

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

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

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

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

Jeaniene Jennings, CPPB, CPPO
Director Purchasing & Contracts

Please sign and return with proposal

Vendor: _____

Signed by (*Name/Position*):

_____

Phone No.: _____ Date: _____

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

ATTACHMENT B

Volusia County
FLORIDA

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

Between

THE COUNTY OF VOLUSIA

AND

TETRA-TECH, INC.

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

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

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

RECITALS:

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

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

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

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

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

1 DEFINITIONS

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

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

attachments.

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

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

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

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

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

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

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

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

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

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

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

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

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

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

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

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

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

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

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

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

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

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

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

2 EXHIBITS

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

2.1.1 Exhibit A – Scope of Services,

2.1.2 Exhibit B – CFR 200 Contract Provisions

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

2.1.3 Exhibit C – Insurance Requirements

2.1.4 Exhibit D – Fee Schedule

3 ORDER OF PRECEDENCE

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

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

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

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

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

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

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

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

4.2 **Performance Criteria:**

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

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

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

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

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

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

5 RESPONSIBILITY OF CONTRACTOR

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

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

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

5.1.3 Contractor covenants and agrees as follows:

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

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

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

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

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

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

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

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

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

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

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

5.6 **Subcontractors.**

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

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

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

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

.

6 TERM OF AGREEMENT

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

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

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

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

7 AGREEMENT PRICE AND COMPENSATION

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

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

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

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

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

A. ☐ 10% of the total contract price.

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

C. ☐ No retainage will be taken.

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

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

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

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

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

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

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

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

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

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

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

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

8 PAYMENT OF SUBCONTRACTORS

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

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

9 LIMITATION OF LIABILITY AND INDEMNIFICATION OF COUNTY

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

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

10 INSURANCE

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

11 TERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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12 DISPUTE RESOLUTION

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

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

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

12.3.1

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

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

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

13 COUNTY DATA

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

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

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

14 LOCAL GOVERNMENT REQUIREMENTS

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

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

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

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

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

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

14.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the County.

14.1.4 Upon completion of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

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

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

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

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

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

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

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

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

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

14.8 **Prohibition Against Contingent Fees**.

14.8.1 The Contractor warrants that he or she or it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that he or she or it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, compensation, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate this Agreement without liability and, at its sole discretion, to deduct from the Agreement price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

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

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

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

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

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

15 MISCELLANEOUS PROVISIONS

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

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

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

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

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

15.4 **Assignment.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

17 **SIGNATURES**

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

Attest:

James T. Dinneen
County Manager

Date: 6/15/2017

COUNTY OF VOLUSIA

BY: Ed Kelley

Ed Kelley
County Chair

Date: 6/15/2017

Attest:

Signature

Betty Kamara, Contracts Manager
Name and Title

Date: May 22, 2017

TETRA-TECH, INC.

BY:

Jonathan Burgiel
Vice President/Operations Manager

Date: May 22, 2017

CC Date: 6/15/17

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

EXHIBIT A

17-SQ-43BB
SCOPE OF SERVICES

DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT B
2 CFR 200 Contract Provisions

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

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

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

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

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

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

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EXHIBIT B
2 CFR 200 Contract Provisions

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

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

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

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

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

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

(K) See § 200.322 Procurement of recovered materials.

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Exhibit C
Insurance Requirements

1. Required Types of Insurance

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

Figure 1:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Insurance Requirements

A. General Insurance Requirements:

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

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

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

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

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

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

Proof of Insurance

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

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

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

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

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

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

EXHIBIT D

TETRA-TECH, INC.

FEE SCHEDULE

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

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

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

AMENDMENT NO. 1

TO

AGREEMENT BETWEEN

COUNTY OF VOLUSIA, FLORIDA

AND

TETRA-TECH, INC.

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

RECITALS

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

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

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

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

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

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

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

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

Insurance Requirements, the following statement:

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

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

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

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

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

4.2.6.1 Clean Air Act and the Federal Water Pollution Control Act

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

4.2.6.2 Anti-Lobbying Clause

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

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

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

Attest:

Denise Lewis
Senior Staff Assistant

Date: 11/3/17

COUNTY OF VOLUSIA

BY:

Jeaniene Jennings
Director Purchasing & Contracts

Date: 11/3/17

Attest:

Signature

Betty Kamara, Contracts Manager
Name and Title

Date: November 2, 2017

TETRA-TECH, INC.

BY:

Johathan Burgiel
Vice President/Operations Manager

Date: November 2, 2017

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Organization: Tetra Tech, Inc.

Street address: 2301 Lucien Way, Suite 120

City, State, Zip: Maitland, FL 32751

Jonathan Burgiel
CERTIFIED BY: (type or print)

Vice President/Operations Manager
TITLE:

(signature)

11/02/2017
(date)

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

Approved by OMB

NOT APPLICABLE

0348-0046

Disclosure of Lobbying Activities

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

(See reverse for public burden disclosure)

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

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

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

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

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

2. Identify the status of the covered Federal action.

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

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

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

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

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

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget,
Paperwork Reduction Project (0348-0046), Washington, DC 20503

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

AMENDMENT NO. 2

TO

CONTRACT BETWEEN
COUNTY OF VOLUSIA, FLORIDA

AND

TETRA-TECH, INC.
2301 LUCIEN WAY, SUITE 12
MAITLAND, FL 32751

THIS AMENDMENT No. 2, made and entered into by and between the **COUNTY OF VOLUSIA**, a body corporate and politic and a political subdivision of the State of Florida (hereinafter "County"), and **TETRA-TECH, INC.,** incorporated in the state of Delaware and licensed to do business in the state of Florida (hereinafter "Contractor").

WHEREAS, the County and Contractor entered into an Agreement for Disaster Cost Recovery and Related Grant and Project Management Services (RSQ No. 17-SQ-43BB) under which Tetra-Tech, Inc., agreed to provide services until project completion; and

WHEREAS, the County and Contractor desire through this Amendment No. 2 to add Federal Contract clauses in accordance with 2 C.F.R. 200.326 and 2 C.F.R. Part 200 Appendix II Required Contract Clauses in to the agreement.

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by Contractor and County, the parties agree to amend the afore-described Contract as follows:

1. The parties agree that the foregoing recitals are true, correct and material to this Contract.

2. The parties agree to amend the Contract by adding Federal Contract clauses in accordance with 2 C.F.R. 200.326 and 2 C.F.R. Part 200 Appendix II Required Contract Clauses in to the agreement.

3. This Amendment no. 2 is incorporated by reference into the Contract as if fully set forth therein. Except as provided above, all other terms and conditions of the Contract shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this Amendment no. 2 and the Contract, this Amendment no. 2 shall govern and control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 2 on the respective dates under each signature.

TETRA-TECH, INC.:

BY: _____ *(CORPORATE SEAL)*
(Signature)

BY: Jonathan Burgiel, Business Unit President
Corporate Officer & Title

Date: June 24, 2020

ATTEST: _____ Date: June 24, 2020
Betty Kamara, Contracts Administrator

COUNTY OF VOLUSIA:

BY: DIRECTOR OF PURCHASING AND CONTRACTS OF VOLUSIA COUNTY, FLORIDA
Per Ordinance No. 2009-07, Section 2-272(a) and Section 2-273(a)

BY: _____
Pam Wilsky, CPPO, CPPB
Director of Purchasing & Contracts

ATTEST: _____ Date: 06-25-2020

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

Solicitation Name: 17-SQ-43BB
Solicitation #17-SQ-43BB and MA#4852

FEDERAL CONTRACT PROVISIONS
Contractor agrees to comply with all requirements checked below

☐ **Equal Employment Opportunity** – for all contracts for construction work which is defined as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

This requirement applies to all FEMA grant and cooperative agreement programs.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto,

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

☐ **Davis Bacon Act Equal Employment Opportunity** – applies to all contracts for construction work as defined above.

The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

☐ Copeland Anti-Kickback Act

This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

☒ Contract Work Hours and Safety Standards Act

This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County of Volusia or State of Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

☐ Rights to Inventions Made Under a Contract or Agreement

If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F)

This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

☒ Clean Air Act and the Federal Water Pollution Control Act

This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the County of Volusia (County) and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the County of Volusia (County) and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

☒ **Debarment and Suspension**

This requirement applies to all FEMA grant and cooperative agreement programs.

Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by State of Florida and County of Volusia. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State of Florida and County of Volusia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If applicable, contractors must sign and submit to the non-federal entity the certification in Appendix A.

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

☒ Byrd Anti-Lobbying Amendment

This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the certification in Appendix B.

☒ Procurement Of Recovered Materials

This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

☒ Access to Records

The following access to records requirements apply to this contract:

1. The Contractor agrees to provide State of Florida, County of Volusia, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the State of Florida, County of Volusia, and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

☒ Changes

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

☒ **Department of Homeland Security (DHS) Seal, Logo, and Flags**

Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

☒ **Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

☒ **No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

☒ **Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

I hereby certify that I have read and understand the requirements of these Federal Contract Provisions and that I, as the Respondent, will comply with all requirements.

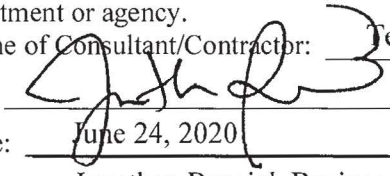
× [signature]	
Authorized Signature	
Jonathan Burgiel	
Printed Name	
Business Unit President	June 24, 2020
Title	Date
Tetra Tech, Inc.	
Company Name	
2301 Lucien Way, Suite 120, Maitland, FL 32751	
Full Address	
407-803-2551 / 321-441-8501	betty.kamara@tetratech.com
Telephone / Fax	E-mail Address

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

Appendix A CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Tetra Tech, Inc.

By: 

Date: June 24, 2020

Title: Jonathan Burgiel, Business Unit President

Instructions for Certification

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

APPENDIX B, CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and discloseaccordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Tetra Tech, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President

Name and Title of Contractor's Authorized Official

June 24, 2020

Date

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

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AMENDMENT NO. 3

TO

AGREEMENT BETWEEN

COUNTY OF VOLUSIA, FLORIDA

AND

TETRATECH, INC.

THIS AMENDMENT No. 3, to Agreement for Disaster Cost Recovery and Related Grant and Project Management Services (hereinafter "Amendment No. 3") is made between **COUNTY OF VOLUSIA**, a body corporate and politic and a political subdivision of the State of Florida, located at 123 W. Indiana Avenue, DeLand, FL 32720 (hereinafter "County"), and **TETRATECH, INC.,** incorporated in the state of Delaware and licensed to do business in the state of Florida, whose principal place of business is located at 2301 Lucien Way, Suite 120, Maitland, FL 32751 (hereinafter "Contractor").

RECITALS

WHEREAS, the County and Contractor entered into an Agreement for Disaster Cost Recovery and Related Grant and Project Management Services under which Contractor agreed to provide services to the County commencing on June 15, 2017, under which TetraTech, Inc. agreed to provide services until project completion (hereinafter "Agreement"); and

WHEREAS, through Amendment No. 1, the County and Contractor 1) amended the definition of County throughout the Agreement, including in the indemnification section and the insurance section underneath the schedule of insurance and 2) amended **Section 4 SCOPE OF SERVICES** by adding Section 4.2.6 Compliance with FEMA 200.318-326 and Appendix II Contract Provisions to the Scope of Services Clause; and

WHEREAS, through Amendment No. 2, the County and Contractor added Federal Contract clauses in accordance with 2 C.F.R. 200.326 and 2 C.F.R. Part 200 Appendix II Required Contract Clauses in to the Agreement; and

WHEREAS, through Amendment No. 3, the County and Contractor desire to amend **Section 6 TERM OF AGREEMENT** to extend the term of the Agreement through and until June 14, 2023; and

WHEREAS, through Amendment No. 3, the County and Contractor desire to amend **Section 9 LIMITATION OF LIABILITY AND INDEMNIFICATION OF COUNTY**; and

WHEREAS, through this Amendment No. 3, the County and the Contractor desire to amend Section 15.10 **Force Majeure**; and

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by Contractor and County, the parties agree to amend the afore-described Agreement as follows:

1. The parties agree that the foregoing recitals are true, correct and material to this Agreement.

2. The parties agree to amend **Section 6 TERM OF AGREEMENT** to read as follows:

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

6 TERM OF AGREEMENT

The Term of this Agreement shall commence on the Effective Date of this Agreement or when it is fully executed by all parties and shall terminate six (6) years from the Effective Date. The parties may renew for one (1) subsequent one (1) year renewal, subject to the mutual written agreement between the parties and County Council approval, if applicable.

All other subsections or portions of **Section 6 TERM OF AGREEMENT** shall remain in full force and effect, unchanged by this Amendment No. 3.

3. The parties agree to amend **Section 9 LIMITATION OF LIABILITY AND INDEMNIFICATION OF COUNTY** by deleting the current language in the Agreement and replacing to read as follows:

9 LIMITATION OF LIABILITY AND INDEMNIFICATION OF COUNTY

9.1 **Indemnification**. Contractor shall indemnify, defend and hold harmless the County, including its districts, authorities, separate units of government established by law (constitutional), ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the County.

9.2 In all claims against the County, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

9.3 **Sovereign Immunity**. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, (as amended) Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the County's immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability that may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

4. The parties agree to amend Section 15.10 **Force Majeure** by deleting the current language in the Agreement and replacing to read as follows:

15.10 **Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

15.10.1 Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

15.10.2 Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.

15.10.3 In the event of a Force Majeure Event, the time for performance by the parties under the applicable Statement of Services shall be extended for a period of time equal to the time lost by reason of such cause through execution of a change order pursuant to the terms of the Agreement.

5. This Amendment no. 3 is incorporated by reference into the Agreement as if fully set forth therein. Except as provided above, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this Amendment no. 3 and the Agreement, this Amendment no. 3 shall govern and control.

6. Vendor acknowledges that Jonathan Burgiel, Business Unit President (the "Authorized Signatory") is authorized to execute contracts/agreements with the County of Volusia and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Amendment electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

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Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 3 to the Agreement for Disaster Cost Recovery and Related Grant and Project Management Services on the respective dates under each signature.

Attest:

By: _____
George Recktenwald
County Manager

Date: _____

COUNTY OF VOLUSIA

BY: _____
Jeffrey S. Brower
County Chair

Date: _____

Attest:

By: DocuSigned by: Betty Kamara 844F0CE413274BD...
Betty Kamara
Contracts Administrator

Date: 4/1/2022 | 16:30:26 EDT

TETRATECH, INC.

BY: DocuSigned by: Jonathan Burgiel FECCB75D4C14419...
Jonathan Burgiel
Business Unit President

Date: 4/1/2022 | 16:28:57 EDT

CC Date: _____

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

AMENDMENT NO. 1

TO

AGREEMENT BETWEEN

COUNTY OF VOLUSIA, FLORIDA

AND

TETRA-TECH, INC.

THIS AMENDMENT No. 1, made and entered into by and between the **COUNTY OF VOLUSIA**, located at 123 West Indiana Avenue, DeLand, FL 32720, a body corporate and politic and a political subdivision of the State of Florida (hereinafter "County"), and **TETRA-TECH, INC.**, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 2301 Lucien Way, Suite 120, Maitland, FL 32751 (hereinafter the "Contractor").

RECITALS

WHEREAS, the County and Contractor entered into an Agreement for Disaster Cost Recovery and Related Grant and Project Management Services under which Contractor agreed to provide services to the County commencing on June 15, 2017, and terminating on June 14, 2022, with two (2) one (1) year extensions (hereinafter "Agreement") permissible upon mutual written agreement and Volusia County Council approval; and

WHEREAS, through this Amendment No. 1, the County and Contractor desire to amend replace the definition of County throughout the Agreement, including in the indemnification section and the insurance section underneath the schedule of insurance; and

WHEREAS, through this Amendment No. 1, the County and the Contractor desire to amend **Section 4 SCOPE OF SERVICES** by adding Section 4.2.6 Compliance with FEMA 200.318-326 and Appendix II Contract Provisions to the Scope of Services Clause.

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by Contractor and County, the parties agree to renew and to amend the Agreement as follows:

1. The parties agree that the foregoing recitals are true, correct and material to this Amendment No. 1.

2. The parties agree to replace the definition of County throughout the Agreement, including but not limited to in the definition, indemnification and insurance sections with the following:

> "The County of Volusia, its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities."

3. The parties agree to insert in the insurance section underneath the schedule in Exhibit C,

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

Insurance Requirements, the following statement:

> "For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement under which the County is a "named insured", "additional named insured", or "additional insured", the term "County" includes the County of Volusia (a body corporate and politic and a subdivision of the State of Florida), including its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities and associated entities."

4. The parties agree to amend **Section 4.2, SCOPE OF SERVICES** by adding Sections 4.2.6, to read as follows:

4.2.6 Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions

This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at:

https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318

4.2.6.1 Clean Air Act and the Federal Water Pollution Control Act

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

4.2.6.2 Anti-Lobbying Clause

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal Appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. **The Certification Form is attached as Exhibit E; complete and return to the County.**

5 This Amendment No. 1, including any exhibits, sets forth the entire modification to the Agreement with respect to the products and services provided under this Amendment No. 1,

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

unless the Agreement is otherwise amended or modified in writing by the parties, and supersedes all prior proposals, contracts, and communications, both written and oral.

6 This Amendment No. 1 is incorporated by reference into the Agreement as if fully set forth therein. Except as provided above, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this Amendment No. 1 and the Agreement, this Amendment No. 1 shall govern and control.

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Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 1 to the Agreement for Disaster Cost Recovery and Related Grant and Project Management Services on the respective dates under each signature.

Attest:

Denise Lewis
Senior Staff Assistant

Date: 11/3/17

COUNTY OF VOLUSIA

BY:

Jeaniene Jennings
Director Purchasing & Contracts

Date: 11/3/17

Attest:

Signature

Betty Kamara, Contracts Manager
Name and Title

Date: November 2, 2017

TETRA-TECH, INC.

BY:

Johathan Burgiel
Vice President/Operations Manager

Date: November 2, 2017

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

EXHIBIT E

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

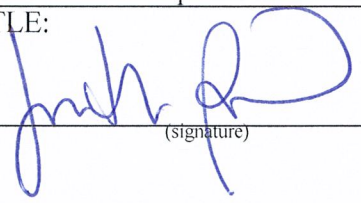
Organization: Tetra Tech, Inc.

Street address: 2301 Lucien Way, Suite 120

City, State, Zip: Maitland, FL 32751

Jonathan Burgiel
CERTIFIED BY: (type or print)

Vice President/Operations Manager
TITLE:



(signature)

11/02/2017
(date)

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

NOT APPLICABLE

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**3. Report Type:** a. initial filing _____ b. material change **For material change only:** Year _____ quarter _____ Date of last report_____
4. Name and Address of Reporting Entity: ____ Prime _____ Subawardee Tier_____, if Known: **Congressional District, if known:**	**5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District, if known:**	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
8. Federal Action Number, *if known:*	**9. Award Amount,** *if known:* **$**	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____	
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**	

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget,
Paperwork Reduction Project (0348-0046), Washington, DC 20503

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

AMENDMENT NO. 2

TO

CONTRACT BETWEEN
COUNTY OF VOLUSIA, FLORIDA

AND

TETRA-TECH, INC.
2301 LUCIEN WAY, SUITE 12
MAITLAND, FL 32751

THIS AMENDMENT No. 2, made and entered into by and between the **COUNTY OF VOLUSIA**, a body corporate and politic and a political subdivision of the State of Florida (hereinafter "County"), and **TETRA-TECH, INC.,** incorporated in the state of Delaware and licensed to do business in the state of Florida (hereinafter "Contractor").

WHEREAS, the County and Contractor entered into an Agreement for Disaster Cost Recovery and Related Grant and Project Management Services (RSQ No. 17-SQ-43BB) under which Tetra-Tech, Inc., agreed to provide services until project completion; and

WHEREAS, the County and Contractor desire through this Amendment No. 2 to add Federal Contract clauses in accordance with 2 C.F.R. 200.326 and 2 C.F.R. Part 200 Appendix II Required Contract Clauses in to the agreement.

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by Contractor and County, the parties agree to amend the afore-described Contract as follows:

1. The parties agree that the foregoing recitals are true, correct and material to this Contract.

2. The parties agree to amend the Contract by adding Federal Contract clauses in accordance with 2 C.F.R. 200.326 and 2 C.F.R. Part 200 Appendix II Required Contract Clauses in to the agreement.

3. This Amendment no. 2 is incorporated by reference into the Contract as if fully set forth therein. Except as provided above, all other terms and conditions of the Contract shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this Amendment no. 2 and the Contract, this Amendment no. 2 shall govern and control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 2 on the respective dates under each signature.

TETRA-TECH, INC.:

BY: _____ *(CORPORATE SEAL)*
(Signature)

BY: Jonathan Burgiel, Business Unit President
Corporate Officer & Title

Date: June 24, 2020

ATTEST: _____ Date: June 24, 2020
Betty Kamara, Contracts Administrator

COUNTY OF VOLUSIA:

BY: DIRECTOR OF PURCHASING AND CONTRACTS OF VOLUSIA COUNTY, FLORIDA
Per Ordinance No. 2009-07, Section 2-272(a) and Section 2-273(a)

BY: _____
Pam Wilsky, CPPO, CPPB
Director of Purchasing & Contracts

ATTEST: _____ Date: 06-25-2020

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

Solicitation Name: 17-SQ-43BB
Solicitation #17-SQ-43BB and MA#4852

FEDERAL CONTRACT PROVISIONS
Contractor agrees to comply with all requirements checked below

☐ **Equal Employment Opportunity** – for all contracts for construction work which is defined as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

This requirement applies to all FEMA grant and cooperative agreement programs.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto,

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

☐ **Davis Bacon Act Equal Employment Opportunity** – applies to all contracts for construction work as defined above.

The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

☐ Copeland Anti-Kickback Act

This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

☒ Contract Work Hours and Safety Standards Act

This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County of Volusia or State of Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

☐ Rights to Inventions Made Under a Contract or Agreement

If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F)

This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

☒ Clean Air Act and the Federal Water Pollution Control Act

This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the County of Volusia (County) and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the County of Volusia (County) and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

☒ **Debarment and Suspension**

This requirement applies to all FEMA grant and cooperative agreement programs.

Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by State of Florida and County of Volusia. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State of Florida and County of Volusia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If applicable, contractors must sign and submit to the non-federal entity the certification in Appendix A.

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

☒ Byrd Anti-Lobbying Amendment

This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the certification in Appendix B.

☒ Procurement Of Recovered Materials

This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

☒ Access to Records

The following access to records requirements apply to this contract:

1. The Contractor agrees to provide State of Florida, County of Volusia, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the State of Florida, County of Volusia, and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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☒ Changes

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

☒ **Department of Homeland Security (DHS) Seal, Logo, and Flags**

Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

☒ **Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

☒ **No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

☒ **Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

I hereby certify that I have read and understand the requirements of these Federal Contract Provisions and that I, as the Respondent, will comply with all requirements.

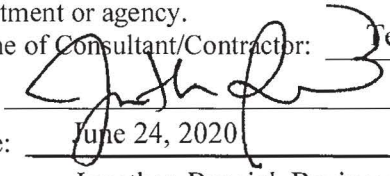
× [signature]		
Authorized Signature		
Jonathan Burgiel		
Printed Name		
Business Unit President		June 24, 2020
Title		Date
Tetra Tech, Inc.		
Company Name		
2301 Lucien Way, Suite 120, Maitland, FL 32751		
Full Address		
407-803-2551	321-441-8501	betty.kamara@tetratech.com
Telephone	Fax	E-mail Address

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

Appendix A CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Tetra Tech, Inc.

By: 

Date: June 24, 2020

Title: Jonathan Burgiel, Business Unit President

Instructions for Certification

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

APPENDIX B, CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and discloseaccordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Tetra Tech, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President

Name and Title of Contractor's Authorized Official

June 24, 2020

Date

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

DocuSign Envelope ID: 48AB5000-BD22-48EF-A93C-82FE7A04704C

AMENDMENT NO. 3

TO

AGREEMENT BETWEEN

COUNTY OF VOLUSIA, FLORIDA

AND

TETRATECH, INC.

THIS AMENDMENT No. 3, to Agreement for Disaster Cost Recovery and Related Grant and Project Management Services (hereinafter "Amendment No. 3") is made between **COUNTY OF VOLUSIA**, a body corporate and politic and a political subdivision of the State of Florida, located at 123 W. Indiana Avenue, DeLand, FL 32720 (hereinafter "County"), and **TETRATECH, INC.,** incorporated in the state of Delaware and licensed to do business in the state of Florida, whose principal place of business is located at 2301 Lucien Way, Suite 120, Maitland, FL 32751 (hereinafter "Contractor").

RECITALS

WHEREAS, the County and Contractor entered into an Agreement for Disaster Cost Recovery and Related Grant and Project Management Services under which Contractor agreed to provide services to the County commencing on June 15, 2017, under which TetraTech, Inc. agreed to provide services until project completion (hereinafter "Agreement"); and

WHEREAS, through Amendment No. 1, the County and Contractor 1) amended the definition of County throughout the Agreement, including in the indemnification section and the insurance section underneath the schedule of insurance and 2) amended **Section 4 SCOPE OF SERVICES** by adding Section 4.2.6 Compliance with FEMA 200.318-326 and Appendix II Contract Provisions to the Scope of Services Clause; and

WHEREAS, through Amendment No. 2, the County and Contractor added Federal Contract clauses in accordance with 2 C.F.R. 200.326 and 2 C.F.R. Part 200 Appendix II Required Contract Clauses in to the Agreement; and

WHEREAS, through Amendment No. 3, the County and Contractor desire to amend **Section 6 TERM OF AGREEMENT** to extend the term of the Agreement through and until June 14, 2023; and

WHEREAS, through Amendment No. 3, the County and Contractor desire to amend **Section 9 LIMITATION OF LIABILITY AND INDEMNIFICATION OF COUNTY**; and

WHEREAS, through this Amendment No. 3, the County and the Contractor desire to amend Section 15.10 **Force Majeure**; and

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by Contractor and County, the parties agree to amend the afore-described Agreement as follows:

1. The parties agree that the foregoing recitals are true, correct and material to this Agreement.

2. The parties agree to amend **Section 6 TERM OF AGREEMENT** to read as follows:

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

6 TERM OF AGREEMENT

The Term of this Agreement shall commence on the Effective Date of this Agreement or when it is fully executed by all parties and shall terminate six (6) years from the Effective Date. The parties may renew for one (1) subsequent one (1) year renewal, subject to the mutual written agreement between the parties and County Council approval, if applicable.

All other subsections or portions of **Section 6 TERM OF AGREEMENT** shall remain in full force and effect, unchanged by this Amendment No. 3.

3. The parties agree to amend **Section 9 LIMITATION OF LIABILITY AND INDEMNIFICATION OF COUNTY** by deleting the current language in the Agreement and replacing to read as follows:

9 LIMITATION OF LIABILITY AND INDEMNIFICATION OF COUNTY

9.1 **Indemnification**. Contractor shall indemnify, defend and hold harmless the County, including its districts, authorities, separate units of government established by law (constitutional), ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the County.

9.2 In all claims against the County, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

9.3 **Sovereign Immunity**. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, (as amended) Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the County's immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability that may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

4. The parties agree to amend Section 15.10 **Force Majeure** by deleting the current language in the Agreement and replacing to read as follows:

15.10 **Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

15.10.1 Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

15.10.2 Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.

15.10.3 In the event of a Force Majeure Event, the time for performance by the parties under the applicable Statement of Services shall be extended for a period of time equal to the time lost by reason of such cause through execution of a change order pursuant to the terms of the Agreement.

5. This Amendment no. 3 is incorporated by reference into the Agreement as if fully set forth therein. Except as provided above, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this Amendment no. 3 and the Agreement, this Amendment no. 3 shall govern and control.

6. Vendor acknowledges that Jonathan Burgiel, Business Unit President (the "Authorized Signatory") is authorized to execute contracts/agreements with the County of Volusia and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Amendment electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

[Balance of this page intentionally left blank]

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 3 to the Agreement for Disaster Cost Recovery and Related Grant and Project Management Services on the respective dates under each signature.

Attest:

By: _____
George Recktenwald
County Manager

Date: _____

COUNTY OF VOLUSIA

BY: _____
Jeffrey S. Brower
County Chair

Date: _____

Attest:

By: DocuSigned by: Betty Kamara 844F0CE413274BD...
Betty Kamara
Contracts Administrator

Date: 4/1/2022 | 16:30:26 EDT

TETRATECH, INC.

BY: DocuSigned by: Jonathan Burgiel FECCB75D4C14419...
Jonathan Burgiel
Business Unit President

Date: 4/1/2022 | 16:28:57 EDT

CC Date: _____

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

DocuSign

Certificate Of Completion

Envelope Id: 48AB5000BD2248EFA93C82FE7A04704C
Status: Completed
Subject: Please DocuSign: Amendment No. 3 to Disaster Cost Recovery Services
Source Envelope:
Document Pages: 4
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Becki Bishop
119 W. Indiana Ave.
DeLand, FL 32720
rbishop@volusia.org
IP Address: 74.191.71.218

Record Tracking

Status: Original
4/1/2022 9:57:21 AM
Holder: Becki Bishop
rbishop@volusia.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: County of Volusia
Location: DocuSign

Signer Events	Signature	Timestamp
Jonathan Burgiel TDR.Contracts@tetratech.com Business Unit President Security Level: Email, Account Authentication (None)	DocuSigned by: Jonathan Burgiel FECCB75D4C14419... Signature Adoption: Pre-selected Style Using IP Address: 136.226.49.11	Sent: 4/1/2022 10:10:49 AM Viewed: 4/1/2022 4:00:39 PM Signed: 4/1/2022 4:28:57 PM
Electronic Record and Signature Disclosure: Accepted: 4/1/2022 4:00:39 PM ID: c64fb83b-a964-431b-b8c6-802ea7230e8f		
Betty Kamara Betty.Kamara@tetratech.com Security Level: Email, Account Authentication (None)	DocuSigned by: Betty Kamara 844F0CE413274BD... Signature Adoption: Pre-selected Style Using IP Address: 136.226.49.11	Sent: 4/1/2022 4:28:59 PM Viewed: 4/1/2022 4:29:27 PM Signed: 4/1/2022 4:30:26 PM
Electronic Record and Signature Disclosure: Accepted: 4/1/2022 4:29:27 PM ID: 271bb559-38ff-4e96-b2c0-a398ebaa7963		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/1/2022 10:10:49 AM
Certified Delivered	Security Checked	4/1/2022 4:29:27 PM
Signing Complete	Security Checked	4/1/2022 4:30:26 PM
Completed	Security Checked	4/1/2022 4:30:26 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Volusia (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Volusia:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by phone call: 386-736-5922
To contact us by email send messages to: cbarber@volusia.org
To contact us by paper mail, please send correspondence to:
County of Volusia
119 W. Indiana Ave.
c/o Christine Barber
DeLand, FL 32720

To advise County of Volusia of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cbarber@volusia.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Volusia

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cbarber@volusia.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

To withdraw your consent with County of Volusia

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to cbarber@volusia.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Volusia as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Volusia during the course of your relationship with County of Volusia.

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

DocuSign Envelope ID: 4E7EC058-D21C-4767-BD69-D4C471B5A1DE

AMENDMENT NO. 4

TO

AGREEMENT BETWEEN

COUNTY OF VOLUSIA, FLORIDA

AND

TETRA TECH, INC.

THIS AMENDMENT No. 4, to Agreement for Disaster Cost Recovery and Related Grant and Project Management Services (hereinafter "Amendment No. 4") is made between **COUNTY OF VOLUSIA**, a body corporate and politic and a political subdivision of the State of Florida, located at 123 W. Indiana Avenue, DeLand, FL 32720 (hereinafter "County"), and **TETRA TECH, INC.,** incorporated in the state of Delaware and licensed to do business in the state of Florida, whose principal place of business is located at 2301 Lucien Way, Suite 120, Maitland, FL 32751 (hereinafter "Contractor").

RECITALS

WHEREAS, the County and Contractor entered into an Agreement for Disaster Cost Recovery and Related Grant and Project Management Services under which Contractor agreed to provide services to the County commencing on June 15, 2017, under which Tetra Tech, Inc. agreed to provide services until project completion (hereinafter "Agreement"); and

WHEREAS, through Amendment No. 1, the County and Contractor 1) amended the definition of County throughout the Agreement, including in the indemnification section and the insurance section underneath the schedule of insurance and 2) amended **Section 4 SCOPE OF SERVICES** by adding Section 4.2.6 Compliance with FEMA 200.318-326 and Appendix II Contract Provisions to the Scope of Services Clause; and

WHEREAS, through Amendment No. 2, the County and Contractor added Federal Contract clauses in accordance with 2 C.F.R. 200.326 and 2 C.F.R. Part 200 Appendix II Required Contract Clauses in to the Agreement; and

WHEREAS, through Amendment No. 3, the County and Contractor 1) amended **Section 6 TERM OF AGREEMENT** to extend the term of the Agreement through and until June 14, 2023, 2) amended **Section 9 LIMITATION OF LIABILITY AND INDEMNIFICATION OF COUNTY,** and amended Section 15.10 Force Majeure; and

WHEREAS, through this Amendment No. 4, the County and Contractor desire to delete the Federal Contract clauses in accordance with 2 C.F.R. 200.326 and 2 C.F.R. Part 200 Appendix II Required Contract Clauses and replace it with the updated version.

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by Contractor and County, the parties agree to amend the afore-described Agreement as follows:

1. The parties agree that the foregoing recitals are true, correct and material to this Agreement.

2. The parties agree to delete the Federal Contract clauses in accordance with 2 C.F.R. 200.326

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

and 2 C.F.R. Part 200 Appendix II Required Contract Clauses, which was added in Amendment No. 2, in its entirety and replace it with Exhibit E, Updated Federal Contract Provisions, attached hereto and incorporated herein.

3. This Amendment No. 4, including any exhibits, sets forth the entire modification to the Agreement with respect to the services provided under this Amendment No. 4, unless the Agreement is otherwise amended or modified as set forth in Section 15.17 of the Agreement.

4. This Amendment no. 4 is incorporated by reference into the Agreement as if fully set forth therein. Except as provided above, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this Amendment no. 4 and the Agreement, this Amendment no. 4 shall govern and control.

5. Vendor acknowledges that Jonathan Burgiel, Business Unit President (the "Authorized Signatory") is authorized to execute contracts/agreements with the County of Volusia and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Amendment electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

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Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 4 to the Agreement for Disaster Cost Recovery and Related Grant and Project Management Services on the respective dates under each signature.

Attest:

By: DocuSigned by: Rebecca Bishop EC383FE33BBF407...

Rebecca Bishop
Sr. Procurement Analyst

Date: 11/3/2022 | 09:00:00 EDT

COUNTY OF VOLUSIA

BY: DocuSigned by: Pam Wilsky F6F72DB40FB548A...

Pamela Wilsky
Director of Purchasing & Contracts

Date: 11/2/2022 | 15:24:21 EDT

Attest:

By: DocuSigned by: Betty Kamara FECCB75D4C14419...

Betty Kamara
Contracts Administrator

Date: 10/28/2022 | 18:04:13 EDT

TETRATECH, INC.

BY: DocuSigned by: Jonathan Burgiel FECCB75D4C14419...

Jonathan Burgiel
Business Unit President

Date: 10/28/2022 | 18:03:01 EDT

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

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EXHIBIT E

ITB 17-SQ-43BB

FEDERAL CONTRACT PROVISIONS

Contractor agrees to comply with all requirements checked below

☐ **Equal Employment Opportunity** – for all contracts for construction work which is defined as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

This requirement applies to all FEMA/Federal grant and cooperative agreement programs.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

☐ **Davis Bacon Act Equal Employment Opportunity** – applies to all contracts for construction work as defined above.

The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA/Federal grant and cooperative agreement programs, including the Public Assistance Program.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

☐ **Copeland Anti-Kickback Act**

This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

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a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

☒ **Contract Work Hours and Safety Standards Act**

This requirement applies to all FEMA/Federal contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County of Volusia or State of Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

☐ **Rights to Inventions Made Under a Contract or Agreement**

If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions

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Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F)

This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

☒ **Clean Air Act and the Federal Water Pollution Control Act**

This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the County of Volusia (County) and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the County of Volusia (County) and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

☒ **Debarment and Suspension**

This requirement applies to all FEMA/Federal grant and cooperative agreement programs.

Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by State of Florida and County of Volusia. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State of Florida and County of Volusia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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4. The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If applicable, contractors must sign and submit to the non-federal entity the certification in Appendix A.

☒ **Byrd Anti-Lobbying Amendment**

This requirement applies to all FEMA/Federal grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the certification in Appendix B.

☒ **Procurement Of Recovered Materials**

This requirement applies to all contracts awarded by a non- federal entity under FEMA/Federal grant and cooperative agreement programs.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

☒ **Access to Records**

The following access to records requirements apply to this contract:

1. The Contractor agrees to provide State of Florida, County of Volusia, the FEMA (Federal grant) Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA (Federal grant) Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under

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the contract.

4. In compliance with the Disaster Recovery Act of 2018, the State of Florida, County of Volusia, and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA (Federal grant) Administrator or the Comptroller General of the United States.

☒ **Changes**

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

☒ **Department of Homeland Security (DHS) Seal, Logo, and Flags**

Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

☒ **Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA/Federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA/Federal policies, procedures, and directives."

☒ **No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

☒ **Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

☐ **Domestic Preferences for Procurements**

The Contractor acknowledges that they, as appropriate and to the extent consistent with law, shall, when practicable purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). **See 2 C.F.R. Part 200.322.**

(b) For purposes of this section:
(1) ''Produced in the United States'' means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) ''Manufactured products'' means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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EXHIBIT E

☒

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Required for all contracts. As it relates to the prime contractor, FEMA recommends the inclusion of this requirement in the solicitation as well as the contract.

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

☐ **Prohibition on certain telecommunications and video surveillance services or equipment.**

1. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
   (a) Procure or obtain;
   (b) Extend or renew a contract to procure or obtain; or
   (c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
      (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
      (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
      (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical

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support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

3. See Public Law 115-232, section 889 for additional information.
4. See also 2 CFR §200.471. Telecommunication costs and video surveillance costs.
   (a) Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:
   (b) Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in §200.216 to:
      (1) Procure or obtain, extend or renew a contract to procure or obtain;
      (2) Enter into a contract (or extend or renew a contract) to procure; or
      (3) Obtain the equipment, services, or systems.

I hereby certify that I have read and understand the requirements of these Federal Contract Provisions and that I, as the Respondent, will comply with all requirements.

DocuSigned by:
× Jonathan Burgiel
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Authorized Signature		
Jonathan Burgiel		
Printed Name		
Business Unit President		10/28/2022 | 18:03:01 EDT
Title		Date
Tetra Tech, Inc.		
Company Name		
2301 Lucien Way, Suite 120, Maitland, FL 32751		
Full Address		
407-803-2551	321-441-8501	betty.kamara@tetratech.com
Telephone	Fax	E-mail Address

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EXHIBIT E

ITB 17-SQ-43BB

APPENDIX A, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-

LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Tetra Tech, Inc.

By: Jonathan Burgiel
DocuSigned by:
FECCB75D4C14419...

Date: 10/28/2022 | 18:03:01 EDT

Title: Business Unit President

Instructions for Certification

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or sub-grantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or sub-grantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

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g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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EXHIBIT E

APPENDIX B, CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, **Tetra Tech, Inc**., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
Jonathan Burgiel
FECCB75D4C14419...

Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President
Name and Title of Contractor's Authorized Official

10/28/2022 | 18:03:01 EDT

Date

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

DocuSign

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Becki Bishop
119 W. Indiana Ave.
DeLand, FL 32720
rbishop@volusia.org
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Jonathan Burgiel TDR.Contracts@tetratech.com Business Unit President Security Level: Email, Account Authentication (None)	DocuSigned by: Jonathan Burgiel FECCB75D4C14419... Signature Adoption: Pre-selected Style Using IP Address: 173.67.195.196	Sent: 10/28/2022 4:37:35 PM Viewed: 10/28/2022 6:02:35 PM Signed: 10/28/2022 6:03:01 PM
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Betty Kamara TDR.Contracts@tetratech.com Business Unit President Security Level: Email, Account Authentication (None)	DocuSigned by: Betty Kamara FECCB75D4C14419... Signature Adoption: Pre-selected Style Using IP Address: 173.67.195.196	Sent: 10/28/2022 6:03:04 PM Viewed: 10/28/2022 6:03:52 PM Signed: 10/28/2022 6:04:13 PM
Electronic Record and Signature Disclosure: Accepted: 10/28/2022 6:03:52 PM ID: d9d8fda4-d209-4769-990c-768bdf9b5d9a		
Pam Wilsky PWilsky@volusia.org Purchasing Director Volusia County Purchasing Division Security Level: Email, Account Authentication (None)	DocuSigned by: Pam Wilsky F6F72DB46FB548A... Signature Adoption: Pre-selected Style Using IP Address: 74.191.71.43	Sent: 10/28/2022 6:04:15 PM Viewed: 11/2/2022 3:24:15 PM Signed: 11/2/2022 3:24:21 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Rebecca Bishop rbishop@volusia.org Purchasing Agent Volusia County Purchasing Division Security Level: Email, Account Authentication (None)	DocuSigned by: Rebecca Bishop EC383FE33BBF467... Signature Adoption: Pre-selected Style Using IP Address: 74.191.71.218	Sent: 11/2/2022 3:24:24 PM Viewed: 11/3/2022 8:59:36 AM Signed: 11/3/2022 9:00:00 AM
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Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Kathy Williams Kwilliams@volusia.org Procurement Manager Volusia County Purchasing Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	VIEWED Using IP Address: 74.191.71.218	Sent: 10/28/2022 2:28:39 PM Viewed: 10/28/2022 2:58:36 PM
Pam Wilsky PWilsky@volusia.org Purchasing Director Volusia County Purchasing Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	VIEWED Using IP Address: 74.191.71.218	Sent: 10/28/2022 2:58:36 PM Viewed: 10/28/2022 4:37:34 PM

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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/28/2022 2:28:39 PM
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Completed	Security Checked	11/3/2022 9:00:00 AM

Payment Events	Status	Timestamps

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Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Volusia (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Volusia:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by phone call: 386-736-5922
To contact us by email send messages to: cbarber@volusia.org
To contact us by paper mail, please send correspondence to:
County of Volusia
119 W. Indiana Ave.
c/o Christine Barber
DeLand, FL 32720

To advise County of Volusia of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cbarber@volusia.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Volusia

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cbarber@volusia.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

To withdraw your consent with County of Volusia

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to cbarber@volusia.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Volusia as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Volusia during the course of your relationship with County of Volusia.

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

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AMENDMENT NO. 5

TO

AGREEMENT BETWEEN

COUNTY OF VOLUSIA, FLORIDA

AND

TETRA TECH, INC.

THIS AMENDMENT No. 5, to Agreement for Disaster Cost Recovery and Related Grant and Project Management Services (hereinafter "Amendment No. 5") is made between **COUNTY OF VOLUSIA**, a body corporate and politic and a political subdivision of the State of Florida, located at 123 W. Indiana Avenue, DeLand, FL 32720 (hereinafter "County"), and **TETRA TECH, INC.,** incorporated in the state of Delaware and licensed to do business in the state of Florida, whose principal place of business is located at 2301 Lucien Way, Suite 120, Maitland, FL 32751 (hereinafter "Contractor").

RECITALS

WHEREAS, the County and Contractor entered into an Agreement for Disaster Cost Recovery and Related Grant and Project Management Services under which Contractor agreed to provide services to the County commencing on June 15, 2017, under which Tetra Tech, Inc. agreed to provide services until project completion (hereinafter "Agreement"); and

WHEREAS, through Amendment No. 1, the County and Contractor 1) amended the definition of County throughout the Agreement, including in the indemnification section and the insurance section underneath the schedule of insurance and 2) amended **Section 4 SCOPE OF SERVICES** by adding Section 4.2.6 Compliance with FEMA 200.318-326 and Appendix II Contract Provisions to the Scope of Services Clause; and

WHEREAS, through Amendment No. 2, the County and Contractor added Federal Contract clauses in accordance with 2 C.F.R. 200.326 and 2 C.F.R. Part 200 Appendix II Required Contract Clauses into the Agreement; and

WHEREAS, through Amendment No. 3, the County and Contractor 1) amended **Section 6 TERM OF AGREEMENT** to extend the term of the Agreement through and until June 14, 2023, 2) amended **Section 9 LIMITATION OF LIABILITY AND INDEMNIFICATION OF COUNTY,** and amended Section 15.10 Force Majeure; and

WHEREAS, through Amendment No. 4, the County and Contractor deleted the Federal Contract clauses in accordance with 2 C.F.R. 200.326 and 2 C.F.R. Part 200 Appendix II Required Contract Clauses and replaced it with the updated version; and

WHEREAS, through this Amendment No. 5, the County and Contractor desire to amend **Section 6 TERM OF AGREEMENT** to extend the term of the Agreement through and until June 14, 2024.

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by Contractor and County, the parties agree to amend the afore-described Agreement as follows:

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

1. The parties agree that the foregoing recitals are true, correct and material to this Agreement.

2. The parties agree to amend **Section 6 TERM OF AGREEMENT** to read as follows:

   6 TERM OF AGREEMENT

   The Term of this Agreement shall commence on the Effective Date of this Agreement or when it is fully executed by all parties and shall terminate seven (7) years from the Effective Date.

   All other subsections or portions of **Section 6 TERM OF AGREEMENT** shall remain in full force and effect, unchanged by this Amendment No. 5.

3. This Amendment No. 5, including any exhibits, sets forth the entire modification to the Agreement with respect to the services provided under this Amendment No. 5, unless the Agreement is otherwise amended or modified as set forth in Section 15.13 of the Agreement.

4. This Amendment no. 5 is incorporated by reference into the Agreement as if fully set forth therein. Except as provided above, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this Amendment no. 5 and the Agreement, this Amendment no. 5 shall govern and control.

5. Vendor acknowledges that Jonathan Burgiel, Business Unit President (the "Authorized Signatory") is authorized to execute contracts/agreements with the County of Volusia and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Amendment electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

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Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 5 to the Agreement for Disaster Cost Recovery and Related Grant and Project Management Services on the respective dates under each signature.

Attest:

By: _____
George Recktenwald
County Manager

Date: 6/13/2023

COUNTY OF VOLUSIA

BY: _____
Jeffrey S. Brower
Director of Purchasing & Contracts

Date: 6/6/2023

Attest:

By: DocuSigned by: _____
FECCB75D4C14419...
Betty Kamara
Contracts Administrator

Date: 4/13/2023 | 16:24:41 EDT

TETRATECH, INC.

BY: DocuSigned by: _____
FECCB75D4C14419...
Jonathan Burgiel
Business Unit President

Date: 4/13/2023 | 16:23:58 EDT

CC Date: 06/06/2023

Attachment: Exhibit A - Volusia County Contract 17-SQ-43-BB (2023-R-35 : HMGP Grant Management Services)

COOPERATIVE PURCHASING AGREEMENT
DISASTER COST RECOVERY AND RELATED GRANT AND
PROJECT MANAGEMENT SERVICES
CONTRACT NO. 17-SQ-43BB

This contract entered into this 22nd day of November 2022, by and between the **City of Holly Hill**, a political subdivision of the State of Florida, whose address is 453 LPGA Boulevard, Holly Hill, FL 32117, hereinafter called "CITY", and **Tetra Tech, Inc.**, a Delaware Corporation whose address is 2301 Lucien Way, Suite 120, Maitland, FL 32751 hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Volusia County RFP No. 167-0024-P(JA) and Contract for Disaster Cost Recovery and Related Grant and Project Management Services ("RFP"), the CITY desires to enter into an agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY as described in the RFP and the contract entered into by Volusia County pursuant thereto "County Contract".

NOW THEREFORE, the CITY and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY."
2. The CONTRACTOR agrees to furnish all labor, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY or its duly authorized representative.
3. The CITY agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
4. This Contract will become effective upon the date of execution above and will remain in effect as provided in the County Contract.
5. Any approvals from Volusia County Staff required in the County Contract, such as approvals by the Public Works Director, will be granted by the City Manager or his/her designee.

In WITNESS WHEREOF, the undersigned have executed this Contract on the day and year first written above.

CONTRACTOR: Tetra Tech, Inc.

By: _____
Print Name: Jonathan Burgiel
Title: Business Unit President
Date: December 22, 2022

CITY OF HOLLY HILL, FLORIDA

By: _____
Print Name: Joseph A. Forte
Title: city Manager
Date: 12/22/2022

ATTACHMENTS:
Attachment A: Volusia County RSQ No. 17-SQ-43BB
Attachment B: Volusia County/Tetra Tech Contract No. 17-SQ-43BB

Proposal to the City of Holly Hill, FL for Hurricane Ian Hazard Mitigation Grant Program (HMGP) Pre-Award Application Development Support

Submitted to:

Mr. Steve Juengst
Administration Manager
Department of Public Works
City of Holly Hill
Phone: (386) 248-9463
E-mail: sjuengst@hollyhillfl.org

Submitted by:

Technical Representative:
Ms. Christina Hendrick
1500 City West Blvd Ste 1000
Houston, TX 77042
Phone: (281) 733-8623
E-mail: christina.hendrick@tetratech.com

Contractual representative:
Ms. Betty Kamara
2301 Lucien Way, Suite 120
Maitland, FL 32751
Phone: (321) 441-8518
E-mail: betty.kamara@tetratech.com

Attachment: Exhibit C - Tetra Tech Proposal (2023-R-35 : HMGP Grant Management Services)

A. INTRODUCTION

Following the impacts of Hurricane Ian (FEMA DR-4673-FL), eligible applicants are able to receive Hazard Mitigation Grant Program (HMGP) funding from FEMA and the State of Florida. The HMGP grant provides funding to mitigate the effects of future disasters and awards funding on a competitive basis to applicants in the State of Florida. For applications awarded under the HMGP grant, eligible pre-award costs, project management costs, and project implementation costs may be reimbursed at the rate of 75% by FEMA and 25% local match from the applicant. The City has elected to pursue applications for the projects listed below. Eligible management costs will be funded at 100%. The cost estimate included in this proposal is inclusive of estimated pre-award services including HMGP Application development, and formal State/ Federal review support for the following list of projects:

Brief Project Description	Estimated Project Amount*
Bypass Pump Installations Pumps 7, 14, 16	$280,000
Upgrade and Replacement of Lift Station 21	$500,000
Estimated Total*	**$780,000**

**Estimated Project Amount represents initial estimate, detailed estimate will be developed during the application development process and may vary from initial estimates.*

B. PROJECT SCOPE OF WORK

Task 1: Mitigation Application Development

Tetra Tech's goal will be to prepare HMGP grant applications utilizing the data collected, as well as additional technical data collected in this phase to prepare grants for funding consideration by the State and FEMA. The following subtasks will be performed to achieve this goal:

Subtask 1.1 Data Call to Collect Application and Benefit Cost Analysis (BCA) Documentation

Tetra Tech will work with City departments to gather remaining documentation needed to run and complete a BCA. This also includes:

- Review of project supporting documentation
- Review/ research of historical damage documentation
- Risk assessment inclusive of inventory development of critical assets, facilities, and private property adjacent to project area(s), and associated analysis
- Capture and analyze loss of function and building data
- Development of supporting documentation to capture loss of function to road and bridges and other critical facilities

Subtask 1.2 Conduct a Full BCA Module Calculation

Tetra Tech will generate full BCA module calculations and documenting for each project in order to determine whether the project will qualify for mitigation funding. Those projects that have new BCAs above one (1) will be considered for grant application completion. Specific actions in preparation of BCA deliverable include:

- Creation of BCA in toolkit
- Creation of BCA Cost Narrative
- Coordination with FEMA BCA quality control check
- Perform final edits/ changes to analysis if required
- Classify the Building Type
- Review and validate the support documentation
- Provide Cost Estimates to be used in the BCA
- Prepare and validate the final BCA report

Subtask 1.3 Application Formulation

For projects that are identified as cost effective, Tetra Tech will work with the City Departments, State and Federal agencies to gather any additional required information and analyze the data provided. This information will be included in the application. The documentation list below includes the information that may be required to complete the application:

Attachment: Exhibit C - Tetra Tech Proposal (2023-R-35 : HMGP Grant Management Services)

- Community information
- Hazard Mitigation Plan
- Area maps
- Scopes of work and budget estimates (to be provided by the City)
- Additional funding source information (if applicable)
- Required community executed documents (maintenance agreements, statement of assurances, declaration and release)
- Project schedule scope and project implementation narrative
- Property specific documentation (such as property owner information, tax information, structure information and prior flood history)
- Review of National Environmental Policy Act (NEPA) requirements (environmental/historical impacts and alternatives) are met
- Digital photographs obtained and added as support documentation
- Flood Insurance Rate Map (FIRM), TOPO, and other required maps are provided as support documentation

Subtask 1.4 Application Submission

With the required documentation collected, Tetra Tech will complete the application deliverable and gather required backup documentation for electronic submission.

Subtask 1.5 Pre-Award Request for Information (RFI) Support (If Applicable)

Tetra Tech will support the City through the FEMA application approval process by

- Receiving State/FEMA requests for additional information to support the submitted application,
- Working with the City to develop RFI responses, and
- Submitting additional information to State/FEMA for review by determined deadlines.

It is anticipated that the City may receive a minimum of one request for information request for each application submitted.

Exhibit 1. Task 1 Project Deliverables

Deliverable	Description
Benefit Cost Analyses	Collection of information required to run BCA and preparation of full BCA Module calculation for each project listed in introduction.
HMGP Grant Applications	Preparation of HMGP application and submission of complete package including application and required supporting documentation.
State/ FEMA RFI Responses	Preparation of draft responses for State/ FEMA RFIs related to the City's applications.

Task 2: Post-Award Grant and Program Management Support

Following submission of all eligible HMGP Grant Applications to the State and FEMA, Tetra Tech will support the City with managing awarded projects to develop post-award deliverables and manage project milestone requirements for the State/ FEMA. This post-award support includes:

Subtask 2.1 Phase 2 BCA Generation (If Applicable)

Depending on the project type and available information, Tetra Tech and the City may proceed by writing a Phased project, which requires a second BCA to be completed as part of the Phase I post-award deliverables. This includes a second full BCA module calculations and support documentation. Those projects that have new BCAs that can substantiate the information that was included in the pre-award BCA will be considered for Phase II construction.

- Creation of BCA in toolkit
- Creation of BCA Cost Narrative
- Coordination with FEMA BCA quality control check
- Perform final edits/ changes to analysis if required
- Classify the Building Type
- Review and validate the support documentation
- Provide Cost Estimates to be used in the BCA
- Prepare and validate the final BCA report

Attachment: Exhibit C - Tetra Tech Proposal (2023-R-35 : HMGP Grant Management Services)

Exhibit 2. Task 2 Project Deliverables

Deliverable	Description
Phase 2 BCAs (If Applicable)	Collection of information required to run Phase 2 BCA and preparation of full BCA Module calculation for each phases project.

C. PROJECT TERM

Tetra Tech anticipates a period of performance of approximately 12 months for support through HMGP project award determinations by FEMA. FEMA and the State may choose to extend their application submission and award deadlines.

D. PROJECT COST

The estimated budget **$39,661.20** is based on Tetra Tech's current understanding of the project requirements and best estimates of level of effort required to perform the basic services and may be subject to change upon agreement between the City and Tetra Tech. The fee for the services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates plus travel expenses as set forth in the Cooperative Purchasing Agreement between the City and Tetra Tech for Disaster Cost Recovery and Related Grant and Project Management Services (Contract #RFP #17-SQ-43BB). Table 1 shows the estimated cost breakdown by task. Table 2 outlines the anticipated staff positions and level of effort for these services.

Table 1: Estimated Cost Breakdown by Project Task [1][2]

Description	Estimated Amount
Task 1: Mitigation Application Development	
Subtask 1.1 Data Call to Finalize Benefit Cost Analysis (BCA)	$3,320.00
Subtask 1.2 Conduct a Full BCA Module Calculation	$8,640.00
Subtask 1.3 Application Formulation	$10,390.00
Subtask 1.4 Application Submission	$3,650.00
Subtask 1.5 Pre-Award RFI Support (If Applicable)	$5,600.00
Task 2: Post-Award Grant and Program Management Support	
Subtask 2.1 Phase 2 BCA Generation (If Applicable)	$4,865.00
Estimated Labor	**$36,465.00**
Estimated Travel and Other Direct Cost	**$3,196.20**
Estimated Total	**$39,661.20**

Table 2: Estimated Cost Breakdown by Labor Category [1][2]

Labor Category	Estimated Hours	Hourly Rate	Estimated Amount
Project Manager/Principal Consultant	95	$165.00	$15,675.00
Senior Grant Management Consultant	39	$150.00	$5,850.00
Consultant	116	$125.00	$14,500.00
Senior Analyst	4	$110.00	$440.00
Estimated Labor			**$36,465.00**
Estimated Travel and Other Direct Cost			**$3,196.20**
Estimated Total			**$39,661.20**

[1] The above estimated level of effort and associated costs are based on available information at the time the estimates were prepared and do not represent the actual cost of the project. The fee for services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates plus non-labor travel expenses.

Attachment: Exhibit C - Tetra Tech Proposal (2023-R-35 : HMGP Grant Management Services)

[2] Tetra Tech may take the following actions, in its discretion, so long as Tetra Tech does not exceed the estimated grand total: (i) Use fewer hours of one labor category and more hours of another labor category or categories and (ii) use fewer hours within one task and more hours within another task as necessary.

E. PROJECT ASSUMPTIONS

The scope of services and project costs shown above were developed with the following assumptions and exclusions:

- **Reimbursement for Services.** While Tetra Tech cannot guarantee reimbursement for all of these services, FEMA and the State will provide management cost funding for documentation actual costs, up to 5 percent of the total amount of the HMGP award. Costs for this proposal would be reimbursable under this policy. Eligible activities for management cost reimbursement under this policy include:
  - Solicitation, development, review, and processing of sub applications
  - Delivery of technical assistance
  - Quarterly progress and fiscal reporting
  - Project monitoring
  - Technical monitoring
  - Compliance activities associated with federal procurement requirements
  - Documentation of quality of work verification for quarterly reports and closeout
  - Payment of claims processing
  - Closeout review and liquidations, and
  - Records retention
- **Estimated Costs and Post-Award Grant and Program Management Support Costs.** The cost estimate presented above is based on information known at the time of this proposal. There are no estimated for post-award support included in this proposal other than Phased BCA support as the completion of application development for selected projects and Federal award milestones must be met before information required to formulate an estimate are gathered. Tetra Tech will work in good faith with the City to present a revised estimate for additional post-award services if both parties agree it is warranted.
- **Travel.** Travel costs will be billed at cost without mark-up per the terms outlined in the Service Provider Agreement between Tetra Tech and the City.
- **Project Sponsor.** The City will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
- **Access to Materials.** Documentation pertinent to the execution of this project should be made available to Tetra Tech for review in electronic format or paper copy upon request.
- **Access to Key Personnel.** Availability of the City key personnel is critical to obtaining the information required for the overall success of this project, and input by key City personnel by agreed upon timelines must be met in order to meet programmatic deadlines. Information presented by the key personnel will be accepted as factual and no confirmation will be made.
- **Proposal.** This proposal is based on our current understanding of the project, and revisions will be subject to mutual agreement on the final work scope/schedule and other technical/management requirements desired by the City. The final approved proposal will be part of the awarded Task Order/Purchase Order by reference or incorporated as an exhibit.

Attachment: Exhibit C - Tetra Tech Proposal (2023-R-35 : HMGP Grant Management Services)

EXHIBIT D

TETRA-TECH, INC.

FEE SCHEDULE

Position	Hourly Rate
PIC/Executive Consultant	$215.00
Project Manager/Principal Consultant	$165.00
Senior Grant Management Consultant	$150.00
Grant Management Consultant	$135.00
Consultant	$125.00
Senior Analyst	$110.00
Analyst	$90.00
Analytical Aide	$65.00
Administrative Assistant	$45.00

The above referenced hourly rates are inclusive of overhead, profit, direct, and general & administrative expenses. If travel is required Tetra-Tech will seek written approval from the County.

The travel expenses, if an, must be approved in writing in advance and will be subject to the Volusia County Travel and Training Policy as set forth in the County's web site; http://www.volusia.org/purchasing/

Attachment: Exhibit D - Volusia County Contract Fee Schedule (2023-R-35 : HMGP Grant Management Services)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **July 25, 2023**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving a Proposal from Parker Mynchenberg & Associates, Inc., in the Amount of $30,225 for the Sunrise Park North Landscape Improvements Design, Bidding Assistance and Contract Management and Authorizing the City Manager to Execute the Same; Providing Severability; and Providing an Effective Date.**
NUMBER: **2023-R-36**
APPLICANT:
PLANNER:

DISCUSSION:

On April 11, 2023 the City Commission held a work session to discuss improvements to Sunrise Park within an approved budget of $650,000. Among the top priorities discussed was the installation of an irrigation infrastructure, the replacement of the current grass on site, and the rehabilitation of the mulch beds on the east and west side of the restroom complex.

The City of Holly Hill has an active continuing services agreement with Parker Mynchenberg & Associates, Inc., for professional design and CEI services. This agreement was approved by the City Commission on January 25, 2022. A copy of the executed agreement between Parker Mynchenberg & Associates, Inc., and the City of Holly Hill is included under 'Exhibit A'.

Parker Mynchenberg & Associates, Inc., has considerable experience in landscape architecture and are headquartered within the City of Holly Hill. They have offered a proposal for the Sunrise Park North landscape improvements design, bidding assistance and contract administration in the amount of $30,225. This proposal is included under 'Exhibit B'.

FISCAL ANALYSIS:

$650,000 has been allocated to the Sunrise Park Improvements Project 22-BG-12. These funds are accounted for in GL Account 301-8110-580-6300.

STAFF RECOMMENDATION:

Approve the proposal from Parker Mynchenberg & Associates, Inc., in the amount of $30,225 for the Sunrise Park North landscape improvements design, bidding assistance, and contract administration 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 #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 THE PROPOSAL FROM PARKER MYNCHENBERG & ASSOCIATES IN THE AMOUNT OF $30,225 FOR THE SUNRISE PARK LANDSCAPE IMPROVEMENTS DESIGN, BIDDING ASSISTANCE AND CONTRACT ADMINISTRATION AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Fully Executed Agreement Parker Mynchenberg & Assoc (PDF)
- Exhibit B - Landscape Improvements Design Proposal - Sunrise Park North (PDF)

Resolution No. 2023-36

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A PROPOSAL FROM PARKER MYNCHENBERG & ASSOCIATES, INC., IN THE AMOUNT OF $30,225 FOR THE SUNRISE PARK NORTH LANDSCAPE IMPROVEMENTS DESIGN, BIDDING ASSISTANCE AND CONTRACT MANAGEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA APPROVING A PROPOSAL FROM PARKER MYNCHENBERG & ASSOCIATES, INC., IN THE AMOUNT OF $30,225 FOR THE SUNRISE PARK NORTH LANDSCAPE IMPROVEMENTS DESIGN, BIDDING ASSISTANCE AND CONTRACT MANAGEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission identified the desire for the installation of an irrigation infrastructure, replacement of grass and rehabilitation of mulch beds at Sunrise Park North during a work session held on April 11, 2023; and

WHEREAS, Parker Mynchenberg & Associates, Inc., has an active agreement with the City of Holly Hill to provide design and contract administration services; and

WHEREAS, Parker Mynchenberg has considerable experience in the design of landscaping improvements; and

WHEREAS, the City Commission allocated funding specifically for improvements to Sunrise Park North under Project 22-BG-12.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the Commission of the City of Holly Hill approve a proposal from Parker Mynchenberg & Associates, Inc., in the amount of $30,225 for the Sunrise Park North Landscape Improvements Design, Bidding Assistance and Contract Administration and authorize the City Manager to execute the same.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or

impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. That this Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 25th day of JULY, 2023.

Professional Design/CEI Services for Roadways, Stormwater and Utilities Projects
(RFQ) #22-PW-01

THIS AGREEMENT is made and entered into this **25 day of January, 2022**, by and between **Parker Mynchenberg & Associates , INC**, duly authorized to conduct business in the State of Florida and whose address is 1729 Ridgewood Ave, Holly Hill FL 32117, hereinafter, called "CONSULTANT" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Qualifications (RFQ #22-PW-01), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for five (5) years from the date of award with two (2) one year extension options which may be exercised at the sole discretion of the City Manager.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONSULTANT will invoice the City monthly based upon the CONSULTANT's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Consultant:
Parker Mynchenberg, President
Parker Mynchenberg & Associates, Inc.
1729 Ridgewood Ave
Holly Hill, FL 32117
(386) 677-6891

Attachment: Exhibit A - Fully Executed Agreement Parker Mynchenberg & Assoc (2023-R-36 : Landscape Improvements Design - Sunrise Park

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 8. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: 8-1-2022

WITNESSES:

FIRMS
By: _____
Parker Mynchenberg, President

Dated: _____

Approved by the City Commission of Holly Hill at a meeting held on this 25th day of January, 2022 under Agenda Item No. 8 (3) Consent Agenda.

Attachment: Exhibit A - Fully Executed Agreement Parker Mynchenberg & Assoc (2023-R-36 : Landscape Improvements Design - Sunrise Park

HOURLY RATE SCHEDULE

Principal Engineer	$200.00/hour
Senior Project Engineer	$175.00/hour
Landscape Architect	$175.00/hour
Project Engineer	$110.00/hour
Senior CAD Technician	$110.00/hour
CAD Technician	$ 90.00/hour
Administrative	$ 45.00/hour

STANDARD RATE FOR MISCELLANEOUS EXPENSES

PRINTS

24"x36"	$1.50/ea.
30"x42"	$2.25/ea.
36"x48"	$3.00/ea.
42"x60"	$4.50/ea.

REPRODUCIBLES

Mylar	$12.00/ea.

COPIES

8.5"x11"	$0.18/ea.
8.5"x14"	$0.25/ea.
11"x17"	$0.30/ea.
Color	$0.99/ea.

OTHER

Mileage	$0.565/mile
Postage	Current Rate
Phone Calls	As Billed

ORIGINAL ORIGINAL

Attachment: Exhibit A - Fully Executed Agreement Parker Mynchenberg & Assoc (2023-R-36 : Landscape Improvements Design - Sunrise Park

PARKER MYNCHENBERG & ASSOCIATES, INC.

1729 Ridgewood Avenue
Holly Hill, Florida 32117
(386) 677-6891
FAX (386) 677-2114
E-Mail: info@parkermynchenberg.com

June 30, 2023

Mr. Steve Juengst
Administration Manager
City of Holly Hill
453 LPGA Blvd.
Holly Hill, FL 32117

Via email: sjuengst@hollyhillfl.org

Re: CITY OF HOLLY HILL – SUNRISE PARK LANDSCAPING AND IRRIGATION
Landscape Architect Services Proposal

Dear Mr. Juengst:

We are pleased to offer the Landscape Architect Services for landscaping and irrigation improvements at Sunrise Park. The project scope includes sod for the entire park area and landscape trees and shrubs around the public bathrooms. The irrigation system will be served by an existing well on-site and include an automatic controller, mains and spray head design for approximately four (4) acres of irrigable area.

This Professional Services Proposal includes design, permitting, bidding, and construction phase services.

The Scope of Work is as follows:

PART A – DESIGN PHASE

1. Coordinate with Owner
2. Prepare construction plans and specifications for one (1) bid
3. Submit plans and specifications to the City for review at 60% and 90% completion
4. Incorporate City review comments into the bid documents

PART B – BIDDING ASSISTANCE

1. Prepare bid documents to City standards
2. Attend pre-bid meeting
3. Provide responses to bidder questions
4. Prepare addenda
5. Review and check bids and prepare a bid tabulation
6. Prepare an award recommendation letter

PART C – CONTRACT ADMINISTRATION AND PROJECT CERTIFICATION

1. Contract Administration
    a. Attend Pre-Construction Meeting
    b. Review Shop Drawings
    c. Attend Progress Meetings
    d. Pay Request Review and Approval
2. Project Close-out
    a. Review As-builts
    b. Perform Final Inspection
    c. Attend onsite walkthrough with City Staff and Contractor
    d. Create Engineering Punchlist
    e. Re-inspect Site for Completeness

PART D – MISCELLANEOUS

1. Expenses (including reproducibles, mileage, postage, etc.)

Attachment: Exhibit B - Landscape Improvements Design Proposal - Sunrise Park North (2023-R-36 : Landscape Improvements Design -

Not included in the above Scope of Work are as follows:

1. Permit application and fees (to be borne by the Owner).
2. Boundary, topographic, jurisdictional wetland, and tree survey (by a registered land surveyor).
3. Preparation of Easement Sketch and Legal Descriptions (if required).
4. Wetland Jurisdictional determination/flagging (including but not limited to vegetation mapping, on-site endangered or protected species inventory and environmental permitting associated with site plan approval, stormwater and dredge and fill permitting (mitigation plan) (if required) (PMA to provide environmental ACOE consultant, dredge and fill exhibit only). Obtaining the Army Corp of Engineer's Permit for wetlands impacts is the sole responsibility of the environmental consultant. PMA will assist with exhibits etc. However, the wetland jurisdiction impacts, mitigation plan, and obtaining the permit are NOT included in PMA's scope of work.
5. Preparation of Architectural Building Plans and Elevations. (to be prepared by Project Architect).
6. Preparation of Signage Plans (to be provided by architect or sign company).
7. Geotechnical Soil Testing (to be performed by a Geotechnical Engineer) (if required).
8. Cultural Assessment Survey and Report in response to the Division of Historical Resources (if required).
9. Preparation and assistance associated with LEED design certification.
10. Title Opinion.
11. Traffic Studies (to be prepared by Traffic Engineer) (if required).
12. Preparation of Environmental Reports (if required by the County/SJRWMD).
13. Comprehensive Plan, Rezoning Amendments and Future Land Use Modification (if required).
14. Preparation of Structural Permit Applications.
15. Preparation of Colored Renderings.
16. Preparation of a Lighting Plan including Photometric Plan and Lift Station Electrical Service and Electrical Design. (to be prepared by an Electrical Engineer).
17. Gopher Tortoise Survey or Permitting Relocation.
18. Preparation of an Endangered and Threatened Species Report.
19. Onsite Construction supervision.
20. Electrical Service or Distribution Design (by Electrical Engineer).
21. Attendance at Public Hearings, including Neighborhood Meetings, Planning Board, Redevelopment Board and City Commission Meetings unless specially included in the Scope of Work.
22. Coordination of Telephone, Gas, Cable, and Power (PMA to provide plans only to private utilities).
23. Traffic Fair Share Agreement.
24. Sanitary Pump Station Design and Permitting (if required).
25. As-Built of civil, landscaping and irrigation improvements (to be prepared by a registered land surveyor or sub-contractor as part of their contract).
26. Required bacteriological testing in conjunction with water main clearance (if required).
27. FDEP NPDES Notice of Intent (NOI) Permit (To be applied and obtained by the Contractor through the FDEP. PMA will assist but obtaining the NOI is NOT included in PMA's Scope of Work.)

Attachment: Exhibit B - Landscape Improvements Design Proposal - Sunrise Park North (2023-R-36 : Landscape Improvements Design -

I anticipate the Professional Engineering Fee associated with the above Scope of Work not to exceed the following:

PART A – DESIGN PHASE:	**$**	**16,180.00**
PART B – BIDDING ASSISTANCE:	**$**	**6,310.00**
PART C – CONTRACT ADMINISTRATION:	**$**	**6,735.00**
PART D – MISCELLANEOUS:	**$**	**1,000.00**
TOTAL:	**$**	**30,225.00**

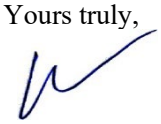
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Please note that miscellaneous expenses such as reproducibles, mileage, postage, etc. are estimated and included in the above Scope of Work. Billing will be monthly, based on the ***Hourly Rate Schedule*** included with this proposal.

After reviewing this proposal, if it meets with your approval, please execute the ***Professional Service Agreement*** and return to me as the Notice to Proceed. Please feel free to call with any questions you may have concerning this proposal or the project in general.

Thank you for considering Parker Mynchenberg & Associates, Inc. for your Professional Engineering needs.

Yours truly,



Parker Mynchenberg, P.E., R.L.A.

Attachment: Exhibit B - Landscape Improvements Design Proposal - Sunrise Park North (2023-R-36 : Landscape Improvements Design -

PROFESSIONAL SERVICES AGREEMENT

CLIENT HEREBY REQUESTS THE PERFORMANCE OF THE SERVICES IDENTIFIED IN THE DETAILED SCOPE OF WORK.

FEE BASIS

☒ Schedule of Hourly Rates Attached
☒ Miscellaneous Expenses
☒ Lump Sum Not to Exceed Fee

PAYMENT BASIS

☒ Monthly
☐ At time of Completion
☐ Retainer Required: $ N/A

LIABILITY LIMITATION

To the maximum extent permitted by law, the Client agrees to limit the Design Professional's liability for the Client's damages to the sum of $1,000,000. or the Design Professional's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

SERVICE CHARGE

On all amounts not paid within 30 days from date of invoice, a service charge will be made of 1.5% per month (18% per annum). This service charge shall be applied to the total outstanding balance due.

VENUE and COST OF LITIGATION

On all amounts not paid within 30 days from the date of invoice, the Client shall be responsible for all collection costs, including but not limited to Attorney's fees. In the event of a fee dispute, venue of any litigation to resolve said dispute shall be in Volusia County, Florida. Reasonable attorney's fees and costs shall be assessed for the prevailing party against the losing party in any litigation pertaining to collection fees or costs accrued, as a result of the representation outlined by the proposal.

Work shall commence upon execution of the Professional Services Agreement.

FOR: PARKER MYNCHENBERG & ASSOCIATES, INC.

BY: _____
Parker Mynchenberg, President

DATE: 06/30/2023

FOR: THE CLIENT

BY: _____

TITLE: _____

DATE: _____

Attachment: Exhibit B - Landscape Improvements Design Proposal - Sunrise Park North (2023-R-36 : Landscape Improvements Design -

HOURLY RATE SCHEDULE

Principal Engineer	$300.00/hour
Senior Project Engineer	$250.00/hour
Landscape Architect	$250.00/hour
Project Engineer	$175.00/hour
Senior CAD Technician	$150.00/hour
CAD Technician	$130.00/hour
Administrative	$ 55.00/hour

STANDARD RATE FOR MISCELLANEOUS EXPENSES

PRINTS

24”x36”	$2.00/ea.
30”x42”	$3.00/ea.
36”x48”	$4.00/ea.
42”x60”	$6.00/ea.

REPRODUCIBLES

Mylar	$20.00/ea.

COPIES

8.5”x11”	$0.25/ea.
8.5”x14”	$0.35/ea.
11”x17”	$0.40/ea.
Color	$1.50/ea.

OTHER

Mileage	$0.75/mile
Postage	Current Rate
Phone Calls	As Billed

Attachment: Exhibit B - Landscape Improvements Design Proposal - Sunrise Park North (2023-R-36 : Landscape Improvements Design -

FEE MATRIX

Task	Description	$ 250 Senior Project Engineer (PE)	$ 175 Project Engineer (PE)	$ 150 Senior CAD Technician	$ 55 Clerical	Man Hours	Cost	Total
PART A – DESIGN PHASE								
1)	Coordinate with Owner	**2**	**4**	**-**	**2**	8.0	$1,310.00	
2)	Prepare Construction Plans and Specifications							
	60% Plans and Specifications	**2**	**8**	**32**	**4**	46.0	$6,920.00	
	90% Plans and Specifications	**2**	**8**	**16**	**4**	30.0	$4,520.00	
	100% Plans and Specifications	**2**	**4**	**8**	**4**	18.0	$2,620.00	
3)	Submit Plans for Review	**-**	**4**	**-**	**2**	6.0	$810.00	
PART B - BIDDING ASSISTANCE								**$16,180.00**
1)	Prepare bid documents to City Standards	**2**	**4**	**2**	**4**	12.0	$1,720.00	
2)	Attend Pre-Bid Meeting	**-**	**2**	**-**	**1**	3.0	$405.00	
3)	Provide Responses to Bidder Questions	**2**	**4**	**4**	**2**	12.0	$1,910.00	
4)	Prepare Addenda	**2**	**2**	**2**	**2**	8.0	$1,260.00	
5)	Review Bids and Preapre Bid Tabulation	**1**	**1**	**-**	**2**	4.0	$535.00	
6)	Prepare an Award Recommendation Letter	**1**	**1**	**-**	**1**	3.0	$480.00	**$6,310.00**
PART C – CONTRACT ADMINISTRATION								
1)	Attend Preconstruction Meeting	**-**	**2**	**-**	**2**	4.0	$460.00	
2)	Attend On-site Meetings, up to 4	**-**	**8**	**-**	**2**	10.0	$1,510.00	
3)	Shop drawing review	**-**	**2**	**2**	**2**	6.0	$760.00	
4)	Substantial and final walk-thru/punch list	**-**	**4**	**-**	**1**	5.0	$755.00	
5)	As-built review and certification	**-**	**1**	**2**	**1**	4.0	$530.00	
6)	RFI's	**2**	**4**	**4**	**2**	12.0	$1,910.00	
7)	Field Change Orders	**-**	**4**	**-**	**2**	6.0	$810.00	**$6,735.00**
PART D - MISCELLANEOUS								
1)	Expenses (including reproducibles, mileage, postage, etc.)	-	-	-	-	0.0	$1,000.00	**$1,000.00**
		18	67	72	40	197		
		$4,500.00	$11,725.00	$10,800.00	$2,200.00		$30,225.00	**$30,225.00**
							$30,225.00	

Attachment: Exhibit B - Landscape Improvements Design Proposal - Sunrise Park North (2023-R-36 :

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **July 25, 2023**
FROM: **Michele Moore**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, to Approve the Auction of Items Identified to be Surplused According to Purchasing Policy Section 13.2; Providing for Severability; Providing for an Effective Date.**
NUMBER: **2023-R-37**
APPLICANT:
PLANNER:

DISCUSSION:

Upon update of our fixed asset WASP inventory system, items across departments have been identified that have reached the end of their service life and are ready to be disposed of. These items may have been replaced upon becoming obsolete, are broken and beyond repair, or otherwise have lost their usefulness. These items are recommended to be approved as surplus and disposed.

The fixed assets in the attached lists have been identified as being surplus property available for disposition as defined in Chapter 13.2 Disposition of Surplus Property of the City's Purchasing Policy, originally adopted by resolution 2018-R-30 on May 8, 2018 and amended by resolution 2022-R-17 on March 8, 2022.

FISCAL ANALYSIS:

The proceeds from the sale of the surplus items will be placed in the fund that acquired the fixed assets being disposed.

STAFF RECOMMENDATION:

Staff recommends that the City Commission declare the equipment identified in the attached documents as surplus and authorize the disposal of the surplus equipment through methods such as auction via Manheim Auctions or GovDeals, scrap via Holly Hill Salvage & Junk, donation, or trade-in as determined appropriate.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that

establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

AUTHORIZE THE CITY MANAGER TO DISPOSE OF THE PROPERTY ON THE ATTACHED LISTS.

ATTACHMENTS:

- Disposal List for Commission Meeting 07.25.2023 - Public Works Department 1(PDF)
- Disposal List for Commission Meeting 07.25.2023 - Public Works Department 2(PDF)
- Disposal List for Commission Meeting 07.25.2023 - Fire, Police, and Public Works Department (PDF)
- Disposal List for Commission Meeting 07.25.2023 - IT Department (PDF)
- Exhibit B - Purchasing Policy Section 13.2 (PDF)

Resolution No. 2023-37

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, TO APPROVE THE AUCTION OF ITEMS IDENTIFIED TO BE SURPLUSED ACCORDING TO PURCHASING POLICY SECTION 13.2; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

CITY OF HOLLY HILL, FLORIDA, TO APPROVE THE DISPOSAL OF ITEMS IDENTIFIED TO BE SURPLUSED ACCORDING TO PURCHASING POLICY SECTION 13.2; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the IT Department has identified two (2) items that are no longer in use or have been replaced for a total value of $4,619.68; the Fire Department has identified three (3) items that are no longer in use or have been replaced for a total value of $6,012.50; the Police Department has identified ten (10) items that are no longer in use or have been replaced for a total value of $36,905.26; and the Public Works Department has identified one hundred and thirty (130) items that are no longer in use or have been replaced for a total value of $4,477,272.29; and

WHEREAS, public auction of surplused vehicles will generate revenue for the City to be placed in the fund of that acquired the fixed asset.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission does hereby declare the items identified as surplus and authorize the disposal of the surplus equipment via auction, donation, scrap, or trade-in as determined appropriate

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 25th day of JULY, 2023.

Disposal Request Form

DATE: 7/25/2023

Item #	Asset # or Tag #	Asset Type Description / Model	Manufacturer	Model	Serial Number	Service #	Date of Purchase	Purchase Cost	Book Value	Location	Disposal Metho
1	2006002028	Optimization Equip For Ac					11/1/1996	$4,545.00	$0.00	Public Works	N/A
2	2006002088	New Flat Bed Body Installed Veh756 (See Also 2004 Ford F350 #2006002087)	Ford				5/18/2004	$3,846.00	$0.00	Public Works	N/A
3	2006002096	2 Mobile Plan Centers; 3 Hanging Clamps 24					4/13/2005	$1,059.00	$0.00	Public Works	N/A
4	2006002605	Wash Bay					6/23/1998	$11,510.82	$0.00	Public Works	N/A
5	2006002612	Clay Pipe Cutter Model 246 Unit 34					3/1/1985	$248.50	$0.00	Public Works	N/A
6	2006002620	Bronze Plaque					5/5/1903	$0.00	$0.00	Public Works	N/A
7	2006002623	City Seal Sign					7/31/1991	$684.00	$0.00	Public Works	N/A
8	2006002632	Reuse Wtr Pump Station					9/30/1991	$61,662.80	$0.00	Public Works	N/A
9	2006002635	Sludge Holding Tank					9/30/1991	$21,750.00	$0.00	Public Works	N/A
10	2006002636	Auto Sampling Equipment					9/30/1991	$14,500.00	$0.00	Public Works	N/A
11	2006002637	Sludge Presses					9/30/1991	$696,220.00	$0.00	Public Works	N/A
12	2006002638	Belt Conveyors					9/30/1991	$805,000.00	$0.00	Public Works	N/A
13	2006002640	Lime Sludge Thickener					9/30/1991	$60,000.00	$0.00	Public Works	N/A
14	2006002641	Reaeration Tank Diffusers					9/30/1991	$7,500.00	$0.00	Public Works	N/A
15	2006002644	Switchgearmccpanels Transformers					9/30/1991	$293,250.00	$0.00	Public Works	N/A
16	2006002645	Scada System					9/30/1991	$321,250.00	$0.00	Public Works	N/A
17	2006002646	Instrumentation Except For Scada System					9/30/1991	$187,250.00	$0.00	Public Works	N/A
18	2006002647	Equipment Per Audit 93092					9/30/1991	$18,972.47	$0.00	Public Works	N/A
19	2006002648	Capitalized Interest 93091					9/30/1991	$457,489.61	$0.00	Public Works	N/A
20	2006002655	Chemical Storage Equipment					9/30/1992	$48,291.88	$0.00	Public Works	N/A
21	2006002656	Capitalized Interest 93092					9/30/1992	$22,293.01	$0.00	Public Works	N/A
22	2006002666	Scada Systemmotor Controller Programsynergistics					1/18/1993	$2,449.00	$0.00	Public Works	N/A
23	2006002667	Winch & Brackets For Unit 32 Garys Driveline					11/20/1992	$956.13	$0.00	Public Works	N/A
24	2006002678	Belt Filter Press 87X696 & 87X726 Po013685					5/29/1997	$4,065.80	$0.00	Public Works	N/A

Attachment: Disposal List for Commission Meeting 07.25.2023 - Public Works Department 1 (2023-R-37 :

25	2006002682	Regulator & Driplegs02Regulator & Driplegcl2+ Rebld Kits					7/1/1998	$3,221.46	$0.00	Public Works	N/A
26	2006002683	Scada System Equipmentupgrade 480					9/30/1998	$22,734.74	$0.00	Public Works	N/A
27	2006002685	Scada System Equipmentupgrade 480					9/30/1999	$21,207.00	$0.00	Public Works	N/A
28	2006002688	Effluent Pump Repair					9/30/1999	$3,250.00	$0.00	Public Works	N/A
29	2006002690	Belt Filter Press Feed Pumps					9/30/1999	$21,164.55	$0.00	Public Works	N/A
30	2006002691	Belt Filter Press Feed Pumps					9/30/1999	$21,164.55	$0.00	Public Works	N/A
31	2006002694	Sludge Pump					9/30/1999	$2,626.25	$0.00	Public Works	N/A
32	2006002696	Effluent Pump Fairbanks Morse7000 Vertical Turbine Pump480					6/29/2000	$6,303.50	$0.00	Public Works	N/A
33	2006002697	Effluent Pump Fairbanks Morse7000 Vertical Turbine Pump480					8/24/2000	$6,090.00	$0.00	Public Works	N/A
34	2006002704	Chemical Storage Equip S02 & Cl2					6/26/2001	$13,483.80	$0.00	Public Works	N/A
35	2006002705	Scada System Upgrade					2/18/2001	$26,110.00	$0.00	Public Works	N/A
36	2006002710	Hoffman Blowers & 60 Hp Motor					3/9/2001	$43,952.00	$0.00	Public Works	N/A
37	2006002715	Txbelt 6762 87*696					2/11/2002	$1,513.00	$0.00	Public Works	N/A
38	2006002716	Txbelt 6762 87*726					2/11/2002	$1,573.00	$0.00	Public Works	N/A
39	2006002721	Muffle Furnace					1/14/2002	$1,230.77	$0.00	Public Works	N/A
40	2006002732	Aurora Series 413Model 3*4*10B Vertical Split Case Pump					3/14/2002	$9,000.00	$0.00	Public Works	N/A
41	2006002745	Abb 16 Magmaster Plus Sensor & Transmitter					8/12/2002	$4,136.99	$0.00	Public Works	N/A
42	2006002768	Belt Press Improvements Bottom Belt & Pins Clamps					1/27/2004	$7,367.35	$0.00	Public Works	N/A
43	2006002773	2 Wall Mount Chlorinators & Parts					4/27/2004	$14,259.92	$0.00	Public Works	N/A
44	2006002779	2 Cylinder Scales Replace Sulphur Dioxide Pedestals					12/10/2003	$5,749.02	$0.00	Public Works	N/A
45	2006002790	10 Stainles Stl Critical Gr Silencer For Generator At Wastewater Plant					12/9/2004	$5,958.60	$0.00	Public Works	N/A
46	2006002793	Freight Billing Only Truck Direct					12/17/2004	$65.60	$0.00	Public Works	N/A
47	2006002797	Upgrade Vfds For Equalization Pumps					12/29/2004	$18,645.00	$0.00	Public Works	N/A
48	2006002805	Inlet Filter Silencer W Weather Hoods3 Hoffman Blower Control Panels Etc					3/14/2005	$44,100.00	$0.00	Public Works	N/A
49	2006002809	1 Inch Bsm Pump To Replace Polymer Pumps For Both Presses In The Solids Bldg					4/28/2005	$1,488.00	$0.00	Public Works	N/A
50	2006002811	Refurbish Reuse Jockey Pump Aurora Splitcase Pump 3X4X108 M413Bf					5/2/2005	$2,468.50	$0.00	Public Works	N/A
51	2006002813	Us Filter Wallace & Tiernan 210S Vacuum Regulators For Sulphur Dioxide Tank					5/20/2005	$4,144.10	$0.00	Public Works	N/A

Attachment: Disposal List for Commission Meeting 07.25.2023 - Public Works Department 1 (2023-R-37 :

52	2006002817	Wallace & Tiernan 35300 Mdl 15 Polymer Feed System & Freight Instal & Set Up					5/31/2005	$37,950.00	$0.00	Public Works	N/A
53	2006002819	Coarse Bubble Diffuser Adapter 12 Npt Nplwrm Gear Clamp Elastomer					6/14/2005	$7,576.08	$0.00	Public Works	N/A
54	2006002821	2 New Tracking Rolles For North Belt Press & Freight					6/24/2005	$8,063.30	$0.00	Public Works	N/A
55	2006002824	Repaired Aurora High Service Pump 1 East Reuse System					7/13/2005	$1,890.00	$0.00	Public Works	N/A
56	2006002835	Supply Install Filter System & Fuel Tank For Generator At Wastewater Plant					9/7/2005	$9,153.54	$0.00	Public Works	N/A
57	2006002836	2 Paco Type Lc Close Coupl End Suction Pumps200Gpm @175Tdh Implr Dia 6.9015Hp Motor					9/9/2005	$3,735.00	$0.00	Public Works	N/A
58	2006002857	1 6 F1153 150 Di V X Aos Pressure Reducing Valve					8/24/2006	$2,524.08	$0.00	Public Works	N/A
59	2007000064	Black Vinyl Stacking Chairs - Pw Admin Breakroom					11/11/2006	$476.16	$0.00	Public Works	N/A
60	2007000192	Chlorine Injector 1" Qty 2					10/30/2006	$1,965.17	$0.00	Public Works	N/A
61	2007000197	Scada System Upgrade					10/1/2006	$4,700.00	$0.00	Public Works	N/A
62	2007000203	4" Dezurik Flanged Valve					4/25/2007	$592.53	$0.00	Public Works	N/A
63	2007000204	Scada System Upgrade					5/30/2007	$2,050.00	$0.00	Public Works	N/A
64	2007000205	Scada System Upgrade					5/10/2007	$4,700.00	$0.00	Public Works	N/A
65	2008000023	Furnish And Install 12 Electric Roll Up Hurricane Shutters At Pw Admin Bldg	2693				1/14/2008	$29,950.00	$0.00	Public Works	N/A
66	2008000024	Electrical For Hurricane Shutters At Public Works Administration Bldg	2693				2/15/2008	$2,423.89	$0.00	Public Works	N/A
67	2009000127	Lift Station #16 5 Hp Baldor Motor 213T Frame Odp 230 Volt 1 Phase (09Rain)	2029				6/26/2009	$1,231.86	$0.00	Public Works	N/A
68	2012000019	2Gb Ddr3-1333 Sodimm Ram	3024				1/20/2012	$32.00	$0.00	Public Works	N/A
69	2012000021	2Gb Ddr3-1333 Sodimm Ram					1/20/2012	$32.00	$0.00	Public Works	N/A
70	2013000033	Transmission Machine	3483				11/28/2012	$3,200.00	$0.00	Public Works	N/A
71	2013000201	Cisco ASA IP Sec (Internet Protocol Security)	3154				4/26/2013	$7,305.00	$0.00	Public Works	N/A
72	2013000248	Cisco 1G Network Module - 1 X Base-X	2498				6/28/2013	$380.00	$0.00	Public Works	N/A
73	2014000157	Spray In Bedliner	1440				3/12/2014	$695.00	$0.00	Public Works	N/A
74	2014000305	Parts For Diesel Pump	2713				1/21/2014	$180.55	$0.00	Public Works	N/A
75	2017000038	Holdis- Lighting Display For Christmas	3857				10/10/2016	$42,944.00	$0.00	Public Works	N/A
76	2017000040	Holdis- Lighting Display For Christmas	3857				10/5/2016	$3,772.00	$0.00	Public Works	N/A
77	2017000052	Nas Storage Virtualization Server	2614				1/13/2017	$31,711.84	$0.00	Public Works	N/A
78	2017000053	Nas Storage Virtualization Server	2614				1/30/2017	$1,276.08	$0.00	Public Works	N/A

Attachment: Disposal List for Commission Meeting 07.25.2023 - Public Works Department 1 (2023-R-37 :

79	2017000055	Holdis- Lighting Display For Christmas	3857				10/27/2017	$499.99	$0.00	Public Works	N/A
80	2017000093	Training Room- Tele And Accessories					11/20/2017	$7.99	$0.00	Public Works	N/A
81	2017000096	Solarwinds Software	3593				5/22/2017	$2,495.00	$0.00	Public Works	N/A
82	2017000104	Training Room- Tele And Accessories					11/20/2017	$13.52	$0.00	Public Works	N/A
83	2018000010	Weather Remote Sampler					11/30/2017	$6,284.00	$0.00	Public Works	N/A
84	2020000081	Southern Custom Creations Graphics					12/20/2019	$210.00	$0.00	Public Works	N/A
85	2020000082	Southern Custom Creations Graphics					12/20/2019	$210.00	$0.00	Public Works	N/A
86	2020000083	Southern Custom Creations Graphics					12/20/2019	$210.00	$0.00	Public Works	N/A
87	2020000162	Orion Se Lte Fixed Network Gateway W/100' Power Cable					8/25/2020	$4,986.36	$0.00	Public Works	N/A
88	2020000171	Orion Se Lte Fixed Network Gateway W/100' Power Cable					8/25/2020	$4,986.36	$0.00	Public Works	N/A
89	2020000172	Orion Se Lte Fixed Network Gateway W/100' Power Cable					8/25/2020	$4,986.37	$0.00	Public Works	N/A
90	2020000173	Orion Se Lte Fixed Network Gateway W/100' Power Cable					8/25/2020	$4,986.37	$0.00	Public Works	N/A
91	2020000174	Install Orion Gateway At Riviera Assisted Living					9/25/2020	$1,256.44	$0.00	Public Works	N/A
92	2020000175	Install Orion Gateway At Marina Grande					9/25/2020	$1,833.30	$0.00	Public Works	N/A
93	2020000176	Orion Se Lte Fixed Network Gateway W/100' Power Cable					10/30/2019	$4,989.15	$0.00	Public Works	N/A
94	2020000177	Install Orion Gateway On Water Tower					9/9/2020	$690.00	$0.00	Public Works	N/A
95	2022000029	Replace A/C In Waste Water Treatment Lab Proj# 22Ws01					4/20/2022	$6,585.00	$0.00	Public Works	N/A
								$3,613,541.65			

City Manager Signature/Date

7-14-2023

Attachment: Disposal List for Commission Meeting 07.25.2023 - Public Works Department 1 (2023-R-37 :

Asset Tag	Asset Description		Asset Type	Site	Note
2006002028	Optimization Equip For Ac	x	Machinery & Equipment	Public Works	Remove from Inventory
2006002088	New Flat Bed Body Installed Veh756 (See Also 2004 Ford F350 #2006002087)	X	Vehicles	Public Works	
2006002096	2 Mobile Plan Centers; 3 Hanging Clamps 24	x	Machinery & Equipment	Public Works	MCC1. Not Capital
2006002605	Wash Bay	X	Sewer & Water	Public Works	
2006002612	Clay Pipe Cutter Model 246 Unit 34	x	Machinery & Equipment	Public Works	1985 Model 246, Unit 34
2006002620	Bronze Plaque	x	Machinery & Equipment	Public Works	Tower? 1991
2006002623	City Seal Sign	x	Machinery & Equipment	Public Works	Gate
2006002632	Reuse Wtr Pump Station	x	Machinery & Equipment	Public Works	
2006002635	Sludge Holding Tank	x	Machinery & Equipment	Public Works	
2006002636	Auto Sampling Equipment	x	Machinery & Equipment	Public Works	Press Room
2006002637	Sludge Presses	x	Machinery & Equipment	Public Works	
2006002638	Belt Conveyors	x	Machinery & Equipment	Public Works	
2006002640	Lime Sludge Thickener	x	Machinery & Equipment	Public Works	1991 Unit Next to Admin Building
2006002641	Reaeration Tank Diffusers	x	Machinery & Equipment	Public Works	Solids Tank
2006002644	Switchgearmccpanels Transformers	x	Machinery & Equipment	Public Works	MCC2
2006002645	Scada System	x	Machinery & Equipment	Public Works	
2006002646	Instrumentation Except For Scada System	x	Machinery & Equipment	Public Works	Tower - Downstairs
2006002647	Equipment Per Audit 93092	x	Machinery & Equipment	Public Works	
2006002648	Capitalized Interest 93091	x	Machinery & Equipment	Public Works	
2006002655	Chemical Storage Equipment	x	Machinery & Equipment	Public Works	Chlorine Building
2006002656	Capitalized Interest 93092	x	Machinery & Equipment	Public Works	
2006002666	Scada Systemmotor Controller Programsynergistics	x	Machinery & Equipment	Public Works	
2006002667	Winch & Brackets For Unit 32 Garys Driveline	x	Machinery & Equipment	Public Works	No Unit 32 Found in Fleet
2006002678	Belt Filter Press 87X696 & 87X726 Po013685	x	Machinery & Equipment	Public Works	1997 press - replaced?
2006002682	Regulator & Driplegs02Regulator & Driplegcl2+ Rebld Kits	x	Machinery & Equipment	Public Works	Chlorine Building
2006002683	Scada System Equipmentupgrade 480	x	Machinery & Equipment	Public Works	
2006002686	Scada System Equipmentupgrade 480	x	Machinery & Equipment	Public Works	
2006002688	Effluent Pump Repair	x	Machinery & Equipment	Public Works	
2006002690	Belt Filter Press Feed Pumps	x	Machinery & Equipment	Public Works	
2006002691	Belt Filter Press Feed Pumps	x	Machinery & Equipment	Public Works	
2006002694	Sludge Pump	x	Machinery & Equipment	Public Works	
2006002696	Effluent Pump Fairbanks Morse7000 Vertical Turbine Pump480	x	Machinery & Equipment	Public Works	
2006002697	Effluent Pump Fairbanks Morse7000 Vertical Turbine Pump480	x	Machinery & Equipment	Public Works	
2006002704	Chemical Storage Equip S02 & Cl2	x	Machinery & Equipment	Public Works	
2006002705	Scada System Upgrade	x	Machinery & Equipment	Public Works	
2006002710	Hoffman Blowers & 60 Hp Motor	x	Machinery & Equipment	Public Works	
2006002715	Txbelt 6762 87*696	x	Machinery & Equipment	Public Works	Solids Handling
2006002716	Txbelt 6762 87*726	x	Machinery & Equipment	Public Works	Solids Handling
2006002721	Muffle Furnace	x	Machinery & Equipment	Public Works	Lab #21
2006002732	Aurora Series 413Model 3*4*10B Vertical Split Case Pump	x	Machinery & Equipment	Public Works	Reuse
2006002745	Abb 16 Magmaster Plus Sensor & Transmitter	x	Machinery & Equipment	Public Works	Influent
2006002768	Belt Press Improvements Bottom Belt & Pins Clamps	x	Machinery & Equipment	Public Works	Solids Handling
2006002773	2 Wall Mount Chlorinators & Parts	x	Machinery & Equipment	Public Works	Rotor Meter Room
2006002779	2 Cylinder Scales Replace Sulphur Dioxide Pedestals	x	Machinery & Equipment	Public Works	CL2/SO2
2006002790	10 Stainles Stl Critical Gr Silencer For Generator At Wastewater Plant	x	Machinery & Equipment	Public Works	
2006002793	Freight Billing Only Truck Direct	x	Machinery & Equipment	Public Works	
2006002797	Upgrade Vfds For Equalization Pumps	x	Machinery & Equipment	Public Works	EQ Pumps/MCC1
2006002805	Inlet Filter Silencer W Weather Hoods3 Hoffman Blower Control Panels Etc	x	Machinery & Equipment	Public Works	Blowers
2006002809	1 Inch Bsm Pump To Replace Polymer Pumps For Both Presses In The Solids Bldg	x	Machinery & Equipment	Public Works	Solids Handling
2006002811	Refurbish Reuse Jockey Pump Aurora Splitcase Pump 3X4X108 M413Bf	x	Machinery & Equipment	Public Works	Reuse
2006002813	Us Filter Wallace & Tiernan 210S Vacuum Regulators For Sulphur Dioxide Tank	x	Machinery & Equipment	Public Works	SO2 Tank
2006002817	Wallace & Tiernan 35300 Mdl 15 Polymer Feed System & Freight Instal & Set Up	x	Machinery & Equipment	Public Works	Polymer
2006002819	Tfa1.5 Coarse Bubble Diffuser Adapter 12 Npt Nplwrm Gear Clamp Elastomer:Epolice Departmentm	x	Machinery & Equipment	Public Works	Solids Handling
2006002821	2 New Tracking Rolles For North Belt Press & Freight	x	Machinery & Equipment	Public Works	Solids Handling
2006002824	Repaired Aurora High Service Pump 1 East Reuse System	x	Machinery & Equipment	Public Works	Reuse
2006002835	Supply Install Filter System & Fuel Tank For Generator At Wastewater Plant	x	Machinery & Equipment	Public Works	MCC2
2006002836	2 Paco Type Lc Close Coupl End Suction Pumps200Gpm @175Tdh Implr Dia 6.9015Hp Motor	x	Machinery & Equipment	Public Works	DAF
2006002857	1 6 F1153 150 Di V X Aos Pressure Reducing Valve	x	Machinery & Equipment	Public Works	High Service 2
2007000064	Black Vinyl Stacking Chairs - Pw Admin Breakroom	x	Machinery & Equipment	Public Works	Break Room
2007000192	Chlorine Injector 1" Qty 2	x	Machinery & Equipment	Public Works	Rotor Meter Room
2007000197	Scada System Upgrade	x	Machinery & Equipment	Public Works	
2007000203	4" Dezurik Flanged Valve	x	Machinery & Equipment	Public Works	MCC1
2007000204	Scada System Upgrade	x	Machinery & Equipment	Public Works	
2007000205	Scada System Upgrade	x	Machinery & Equipment	Public Works	
2008000023	Furnish And Install 12 Electric Roll Up Hurricane Shutters At Pw Admin Bldg	x	Machinery & Equipment	Public Works	In Service
2008000024	Electrical For Hurricane Shutters At Public Works Administration Bldg	x	Machinery & Equipment	Public Works	In Service
2009000127	Lift Station #16 5 Hp Baldor Motor 213T Frame Odp 230 Volt 1 Phase (09Rain)	x	Machinery & Equipment	Public Works	LS16 - Installed?
2012000019	2Gb Ddr3-1333 Sodimm Ram	x	Machinery & Equipment	Public Works	Wrenn
2012000021	2Gb Ddr3-1333 Sodimm Ram	x	Machinery & Equipment	Public Works	Wrenn
2013000033	Transmission Machine	x	Machinery & Equipment	Public Works	Not seen 2017 audit
2013000201	Cisco ASA IP Sec (Internet Protocol Security)				
2013000248	Cisco 1G Network Module - 1 X Base-X				
2014000157	Spray In Bedliner	x	Machinery & Equipment	Public Works	# 140
2014000305	Parts For Diesel Pump	x	Machinery & Equipment	Public Works	Not certain if this is with FD or disposed
2017000038	Holdis- Lighting Display For Christmas	x	Machinery & Equipment	Public Works	Mosca Designs - In Trailer
2017000040	Holdis- Lighting Display For Christmas	x	Machinery & Equipment	Public Works	Mosca Designs - In Trailer
2017000052	Nas Storage Virtualization Server				
2017000053	Nas Storage Virtualization Server				
2017000055	Holdis- Lighting Display For Christmas	x	Machinery & Equipment	Public Works	Mosca Designs - In Trailer
2017000093	Training Room- Tele And Accessories				
2017000096	Solarwinds Software				

Disposal Request Form

DATE: 7/25/2023

Item #	Asset # or Tag #	Asset Type Description / Model	Manufacturer	Model	Serial Number	Service #	Date of Purchase	Purchase Cost	Book Value	Location	Disposal Metho
1	2007000067	Caterpillar/Olympian Natural Gas Generator Recreation			OLY00000CNGD00840		6/8/2007	$31,940.00	$0.00	Public Works	Scrap
2	2006001722	Olympian 25kw Generator			14820808		11/19/2003	$9,270.00	$0.00	Public Works	Scrap
								$41,210.00			

City Manager Signature/Date

7-14-2023

Attachment: Disposal List for Commission Meeting 07.25.2023 - Public Works Department 2 (2023-R-37 :

HOLLY HILL
FLORIDA

City of Holly Hill
Finance Department
1065 Ridgewood Ave.
Holly Hill, FL 32117

CITY OF HOLLY HILL PERSONAL PROPERTY TRANSFER FORM

NOTE: Each item must be individually entered on this form and have an entry for either an Asset tag or Serial number. This transfer is occurring (required): ◯ between departments ◉ to surplus

Asset # or Tag #	SERIAL NUMBER	ITEM DESCRIPTION/SURPLUS REASON/CONDITION	DISPOSAL METHOD
2007000067	OLY00000CNGD00840	Olympian G100F3S 100kw Natural Gas Generator Unit G45 Serving the YMCA. Requires a radiator repair and replacement housing which exceeds value of unit. Unit not to be replaced	Scrap
2006001722	14820808	Olympian 25kW Generator Unit G44 Serving the Fire Station. Requires an electronic control module and replacement housing, which exceeds the value of the unit. Unit replaced	Scrap

NOTE: TWO SIGNATURES REQUIRED FOR TRANSFERRED ITEMS.

The asset was purchased with State or Federal grant funds: YES ☐ NO ☑

If yes, grant obligations have been fully met: YES ☐ NO ☐

If yes, do funds received from the disposition of the asset need to be returned to the grantor agency?: YES ☐ NO ☐

DEPARTMENT NAME Public Works

CUSTODIAN/SIGNATURE Antoine T Thomas DATE 7/14/23

RECEIVING DEPARTMENT NAME

RECEIVING CUSTODIAN/SIGNATURE DATE

RECEIVING DEPT. FUND/DIVISION CODES _____ RETURN TO FINANCE DEPT

HH PPT (6/23)

Attachment: Disposal List for Commission Meeting 07.25.2023 - Public Works Department 2 (2023-R-37 : Disposal of Fixed Assets)

Disposal Request Form

DATE: 7/25/2023

Item #	Asset # or Tag #	Asset Type Description / Model	Manufacturer	Model	Serial Number	Service #	Date of Purchase	Purchase Cost	Book Value	Location	Disposal Metho
1	2013000146	Add Chevron to Brush Truck Bed Sides	3087				12/27/2012	$150.00	$0.00	Fire Dept	N/A
2	2006001871	Smart Trailer					7/9/1999	$14,990.00	$0.00	Police Dept	Scrap
3	2008000004	1200 Pelican Case - Orange	243				7/24/2008	$52.00	$0.00	Police Dept	Scrap
4	2008000005	1200 Pelican Case - Orange	243				7/24/2008	$52.00	$0.00	Police Dept	Scrap
5	2008000006	1200 Pelican Case - Orange	243				7/24/2008	$52.00	$0.00	Police Dept	Scrap
6	2009000022	HP Laser Jet 9050DN w/ 2000 Sheet Tray Computer Equipment					10/30/2008	$4,323.00	$0.00	Police Dept	Scrap
7	2009000066	Lightbar, Speaker, Strobe Pack, Headlight Flasher, Blue/Red LED Flatlighter	2656				10/23/2008	$1,951.46	$0.00	Police Dept	Scrap
8	2011000119	4 Nikon Binoculars					10/1/2010	$959.80	$0.00	Police Dept	Scrap
9	2013000221	30 ft Telescopic Mast, Outdoor Camera, Weather Station, and DVR Security Camera	3551				5/17/2013	$3,887.50	$0.00	Police Dept	Scrap
10	2013000222	30 ft Telescopic Mast, Outdoor Camera, Weather Station, and DVR Security Camera	3551				4/10/2013	$3,887.50	$0.00	Police Dept	Scrap
11	2014000227	2009 Crown Victoria Police Interceptor	3426				7/17/2014	$6,750.00	$0.00	Police Dept	Scrap
12	2006001697	Dispatch Paging System - Z Tron					11/27/1998	$3,267.50	$0.00	Fire Dept	N/A
13	2006001725	Firehouse Software Fire & EMS Reporting, Staff Training, ETC					2/24/2005	$2,595.00	$0.00	Fire Dept	N/A
14	2006002612	Clay Pipe Cutter		246			3/1/1985	$248.50	$0.00	Public Works	N/A
15	2006002688	Effluent Pump Repair					9/30/1999	$3,250.00	$0.00	Public Works	Trade-In
16	2006002715	TX Belt 6762 87*696					2/11/2002	$1,513.00	$0.00	Public Works	N/A
17	2006002716	TX Belt 6762 87*726					2/11/2002	$1,573.00	$0.00	Public Works	N/A
18	2006002646	Instrumentation WW Tower - Except for Scada System					9/30/1991	$187,250.00	$0.00	Public Works	N/A
19	2006002645	Scada System					9/30/1991	$321,250.00	$0.00	Public Works	N/A

Attachment: Disposal List for Commission Meeting 07.25.2023 - Fire, Police, and Public Works Department

20	2006002666	Scada System - Motor Controller Program Synergistics					1/18/1993	$2,449.00	$0.00	Public Works	N/A
21	2006002683	Scada System - Equipment Upgrade 480					9/30/1998	$22,734.74	$0.00	Public Works	N/A
22	2006002686	Scada System - Equipment Upgrade 480					9/30/1999	$21,207.00	$0.00	Public Works	N/A
23	2006002705	Scada System Upgrade					2/18/2001	$26,110.00	$0.00	Public Works	N/A
24	2007000197	Scada System Upgrade					10/1/2006	$4,700.00	$0.00	Public Works	N/A
25	2007000204	Scada System Upgrade					5/30/2007	$2,050.00	$0.00	Public Works	N/A
26	2007000205	Scada System Upgrade					5/10/2007	$4,700.00	$0.00	Public Works	N/A
27	2006002020	Coat Wheel Balance Street - Garage					9/6/1995	$1,995.00	$0.00	Public Works	N/A
28	2006002045	Corghi Rim Clamp Tire Changer - Garage			9071510		12/16/1999	$2,700.00	$0.00	Public Works	N/A
29	2006002048	Milwaukee Electromagnetic Drill Press Model 42061 - Garage			838B100194678		6/15/2000	$1,145.00	$0.00	Public Works	N/A
30	2006002070	Genesis Deluxe Scan Tool w/ ABS Kit - Garage					9/30/2002	$1,950.00	$0.00	Public Works	N/A
31	2006002099	Vibra Strike II w/ Honda Engine			TH8378 & FM41064		5/13/2005	$1,721.00	$0.00	Public Works	N/A
32	2013000033	Transmission Machine	3483		501-5026		11/28/2012	$3,200.00	$0.00	Public Works	N/A
33	2014000163	Ingersoll Rand Legendary Type 30 Air Compressor	3673				4/11/2014	$2,799.99	$0.00	Public Works	N/A
34	2016000014	Diesel Fuel Dispenser	3637				10/30/2015	$5,093.90	$0.00	Public Works	N/A
35	2017000004	30 Gallon Air Compressor w/ Honda Motor 21	3437		UTY851812/82133GTH		11/3/2016	$1,999.99	$0.00	Public Works	N/A
36	2009000036	Powerlink Battery Tester - Garage	3017				6/15/2009	$1,010.99	$0.00	Public Works	N/A
37	2006001970	Wave Slide 8 & Rainbow Whirl 10					10/8/1997	$3,822.51	$0.00	Public Works	N/A
38	2006001972	Kids Builders Play Structure					1/30/1998	$10,051.00	$0.00	Public Works	N/A
39	2006001982	BS07 Baseball Scoreboard					6/12/2003	$4,250.00	$0.00	Public Works	N/A
40	2006001985	Baseball Scoreboard w/ Wireless Controller					12/17/2004	$2,720.00	$0.00	Public Works	N/A
41	2006001961	Sink w/ Drainboard					6/26/1975	$1,091.00	$0.00	Public Works	N/A
42	2006001962	Swing Arch w/ 5 Seats		2965			10/24/1979	$1,103.02	$0.00	Public Works	N/A

Attachment: Disposal List for Commission Meeting 07.25.2023 - Fire, Police, and Public Works Department

43	2006002012	Spreader - Hollyland Barn			VSE1224		11/5/1992	$1,009.00	$0.00	Public Works	N/A
44	2006002013	Mower 3 Gang Reel - Hollyland Barn			FME27888990		11/5/1992	$4,271.00	$0.00	Public Works	N/A
45	2006001963	Table Steam Electric					6/1/1978	$2,169.00	$0.00	Public Works	N/A
46	2008000041	Vinyl Gym Floor Guard					10/2/2001	$169,383.00	$0.00	Public Works	N/A
								$865,438.40			

City Manager Signature/Date

7-14-2023

Attachment: Disposal List for Commission Meeting 07.25.2023 - Fire, Police, and Public Works Department

HOLLY HILL
FLORIDA

City of Holly Hill
Finance Department
1065 Ridgewood Ave.
Holly Hill, FL 32117

CITY OF HOLLY HILL PERSONAL PROPERTY TRANSFER FORM

NOTE: Each item must be individually entered on this form and have an entry for either an Asset tag or Serial number. This transfer is occurring (required): ◯ between departments ◉ to surplus

Asset # or Tag #	SERIAL NUMBER	ITEM DESCRIPTION/SURPLUS REASON/CONDITION	DISPOSAL METHOD
2013000146		Add Chevron To Brush Truck Bed Sides	N/A
			N/A
			Scrap
			Scrap
			Scrap
			N/A
			Scrap
			Scrap
			Scrap
			Scrap

NOTE: TWO SIGNATURES REQUIRED FOR TRANSFERRED ITEMS.

The asset was purchased with State or Federal grant funds: YES ☐ NO ☑

If yes, grant obligations have been fully met: YES ☐ NO ☐

If yes, do funds received from the disposition of the asset need to be returned to the grantor agency?: YES ☐ NO ☐

DEPARTMENT NAME Fire Department

CUSTODIAN/SIGNATURE Scott DATE 6/20/2023

RECEIVING DEPARTMENT NAME

RECEIVING CUSTODIAN/SIGNATURE DATE

RECEIVING DEPT. FUND/DIVISION CODES _____

RETURN TO FINANCE DEPT

HH PPT (6/23)

Attachment: Disposal List for Commission Meeting 07.25.2023 - Fire, Police, and Public Works Department (2023-R-37 : Disposal of Fixed

HOLLY HILL
FLORIDA

City of Holly Hill
Finance Department
1065 Ridgewood Ave.
Holly Hill, FL 32117

CITY OF HOLLY HILL PERSONAL PROPERTY TRANSFER FORM

NOTE: Each item must be individually entered on this form and have an entry for either an Asset tag or Serial number. This transfer is occurring (required): ◯ between departments ◉ to surplus

Asset # or Tag #	SERIAL NUMBER	ITEM DESCRIPTION/SURPLUS REASON/CONDITION	DISPOSAL METHOD
2006001871		Smart Trailer	Scrap
2008000004		1200 Pelican Case - Orange	Scrap
200800005		1200 Pelican Case - Orange	Scrap
20080006		1200 Pelican Case - Orange	Scrap
2009000022		HP Laser Jet 9050Dn w/2000 Street Tray Computer Equipment	Scrap
2009000066		Lightbar, Speaker, strobe Pack, Headlight....	Scrap
~~2010000119~~	20110001 19	4 Nikon Binoculars	Scrap
20133000221		30 Foot Telescope Mast, Outdoor Camera...	Scrap
20133000222		30 Foot Telescope Mast, Outdoor Camera...	Scrap
2014000227		2009 Crown Victoria Police Interceptor	Scrap

NOTE: TWO SIGNATURES REQUIRED FOR TRANSFERRED ITEMS.

The asset was purchased with State or Federal grant funds: YES ☐ NO ☑

If yes, grant obligations have been fully met: YES ☐ NO ☐

If yes, do funds received from the disposition of the asset need to be returned to the grantor agency?: YES ☐ NO ☐

DEPARTMENT NAME Police

CUSTODIAN/SIGNATURE DATE 6/20/23

RECEIVING DEPARTMENT NAME

RECEIVING CUSTODIAN/SIGNATURE DATE

RECEIVING DEPT. FUND/DIVISION CODES

RETURN TO FINANCE DEPT

HH PPT (6/23)

Attachment: Disposal List for Commission Meeting 07.25.2023 - Fire, Police, and Public Works Department (2023-R-37 : Disposal of Fixed

HOLLY HILL
FLORIDA

City of Holly Hill
Finance Department
1065 Ridgewood Ave.
Holly Hill, FL 32117

CITY OF HOLLY HILL PERSONAL PROPERTY TRANSFER FORM

NOTE: Each item must be individually entered on this form and have an entry for either an Asset tag or Serial number. This transfer is occurring (required): ◯ between departments ◉ to surplus

Asset # or Tag #	SERIAL NUMBER	ITEM DESCRIPTION/SURPLUS REASON/CONDITION	DISPOSAL METHOD
2006001697		Dispatch Paging System - Z Tron	N/A
2006001725		Firehouse Software Fire & Ems Reporting Staff Training Etc	N/A
			Scrap
			Scrap
			Scrap
			N/A
			Scrap
			Scrap
			Scrap
			Scrap

NOTE: TWO SIGNATURES REQUIRED FOR TRANSFERRED ITEMS.

The asset was purchased with State or Federal grant funds: YES ☐ NO ☑

If yes, grant obligations have been fully met: YES ☐ NO ☐

If yes, do funds received from the disposition of the asset need to be returned to the grantor agency?: YES ☐ NO ☐

DEPARTMENT NAME Fire Department

CUSTODIAN/SIGNATURE _____ DATE 9/20/23

RECEIVING DEPARTMENT NAME _____

RECEIVING CUSTODIAN/SIGNATURE _____ DATE _____

RECEIVING DEPT. FUND/DIVISION CODES _____

RETURN TO FINANCE DEPT

HH PPT (6/23)

Attachment: Disposal List for Commission Meeting 07.25.2023 - Fire, Police, and Public Works Department (2023-R-37 : Disposal of Fixed

HOLLY HILL
FLORIDA

City of Holly Hill
Finance Department
1065 Ridgewood Ave.
Holly Hill, FL 32117

CITY OF HOLLY HILL PERSONAL PROPERTY TRANSFER FORM

NOTE: Each item must be individually entered on this form and have an entry for either an Asset tag or Serial number. This transfer is occurring (required): ◯ between departments ◉ to surplus

Asset # or Tag #	SERIAL NUMBER	ITEM DESCRIPTION/SURPLUS REASON/CONDITION	DISPOSAL METHOD
2006002612	N/A	Clay Pipe Cutter	N/A
2006002688	N/A	Effluent Pump Repair - Effluent Pump has been replaced	Trade-In
2006002715	N/A	TX Belt - belts are consumable, replaced often	N/A
2006002716	N/A	TX Belt - belts are consumable, replaced often	N/A
2006002646	N/A	Instrumentation WW Tower - disposed	N/A
			N/A
			N/A
			N/A
			N/A
			N/A

NOTE: TWO SIGNATURES REQUIRED FOR TRANSFERRED ITEMS.

The asset was purchased with State or Federal grant funds: YES ☐ NO ☑

If yes, grant obligations have been fully met: YES ☐ NO ☐

If yes, do funds received from the disposition of the asset need to be returned to the grantor agency?: YES ☐ NO ☐

DEPARTMENT NAME Public Works/Wastewater

CUSTODIAN/SIGNATURE Steve Wright DATE 6/23/2023

RECEIVING DEPARTMENT NAME

RECEIVING CUSTODIAN/SIGNATURE DATE

RECEIVING DEPT. FUND/DIVISION CODES _____ RETURN TO FINANCE DEPT

HH PPT (6/23)

Attachment: Disposal List for Commission Meeting 07.25.2023 - Fire, Police, and Public Works Department (2023-R-37 : Disposal of Fixed

HOLLY HILL
FLORIDA

City of Holly Hill
Finance Department
1065 Ridgewood Ave.
Holly Hill, FL 32117

CITY OF HOLLY HILL PERSONAL PROPERTY TRANSFER FORM

NOTE: Each item must be individually entered on this form and have an entry for either an Asset tag or Serial number. This transfer is occurring (required): ◯ between departments ◉ to surplus

Asset # or Tag #	SERIAL NUMBER	ITEM DESCRIPTION/SURPLUS REASON/CONDITION	DISPOSAL METHOD
2006002645	unknown	Scada System - disposed during install of rental Commission Approved 12/10/2019	N/A
2006002666	unknown	Scada Controller - disposed during install of rental Commission Approved 12/10/2019	N/A
2006002683	unknown	Scada Upgrade - disposed during install of rental Commission Approved 12/10/2019	N/A
2006002686	unknown	Scada Upgrade - disposed during install of rental Commission Approved 12/10/2019	N/A
2006002705	unknown	Scada Upgrade - disposed during install of rental Commission Approved 12/10/2019	N/A
2007000197	unknown	Scada Upgrade - disposed during install of rental Commission Approved 12/10/2019	N/A
2007000204	unknown	Scada Upgrade - disposed during install of rental Commission Approved 12/10/2019	N/A
2007000205	unknown	Scada Upgrade - disposed during install of rental Commission Approved 12/10/2019	N/A
			N/A
			N/A

NOTE: TWO SIGNATURES REQUIRED FOR TRANSFERRED ITEMS.

The asset was purchased with State or Federal grant funds: YES ☐ NO ☑

If yes, grant obligations have been fully met: YES ☐ NO ☐

If yes, do funds received from the disposition of the asset need to be returned to the grantor agency?: YES ☐ NO ☐

DEPARTMENT NAME Public Works/Wastewater

CUSTODIAN/SIGNATURE Steve Jurenka DATE 6/23/2023

RECEIVING DEPARTMENT NAME

RECEIVING CUSTODIAN/SIGNATURE DATE

RECEIVING DEPT. FUND/DIVISION CODES _____ RETURN TO FINANCE DEPT

HH PPT (6/23)

Attachment: Disposal List for Commission Meeting 07.25.2023 - Fire, Police, and Public Works Department (2023-R-37 : Disposal of Fixed

City of Holly Hill
Finance Department
1065 Ridgewood Ave.
Holly Hill, FL 32117

HOLLY HILL
FLORIDA

CITY OF HOLLY HILL PERSONAL PROPERTY TRANSFER FORM

NOTE: Each item must be individually entered on this form and have an entry for either an Asset tag or Serial number. This transfer is occurring (required): ◯ between departments ◉ to surplus

Asset # or Tag #	SERIAL NUMBER	ITEM DESCRIPTION/SURPLUS REASON/CONDITION	DISPOSAL METHOD
2006002020	unknown	Coats Wheel Balance - Surplussed by Commission 06/27/2017	N/A
2006002045	9071510	Corghi Rim Clamp Tire Changer - Surplussed by Commission 06/27/2017	N/A
2006002048	838B100194678	Milwaukee Electromagnetic Drill - Not seen in 2017 Audit	N/A
2006002070	unknown	Genesis Deluxe Scan Tool Traded Towards New Unit prior to 2017	Trade-In
2006002099	TH8378 & FM41064	Vibra Strike w/ Honda Engine - Not seen in 2017 Audit	N/A
2013000033	501-5026	Transmission Machine - Not seen in 2017 Audit	N/A
2014000163	unknown	Ingersoll Air Compressor - Not seen in 2017 Audit	N/A
2016000014	unknown	Diesel Fuel Dispenser - Not seen in 2017 Audit	N/A
2017000004	UTY851812/ 82133GTH	30 Gallon Air Compressor w/ Honda Mower	N/A
2009000036	unknown	Powerlink Battery Tester - Not seen in 2017 Audit	N/A

NOTE: TWO SIGNATURES REQUIRED FOR TRANSFERRED ITEMS.

The asset was purchased with State or Federal grant funds: YES ☐ NO ☑

If yes, grant obligations have been fully met: YES ☐ NO ☐

If yes, do funds received from the disposition of the asset need to be returned to the grantor agency?: YES ☐ NO ☐

DEPARTMENT NAME Public Works / Fleet

CUSTODIAN/SIGNATURE Steve Jurgot DATE 06/23/2023

RECEIVING DEPARTMENT NAME

RECEIVING CUSTODIAN/SIGNATURE DATE

RECEIVING DEPT. FUND/DIVISION CODES _____

RETURN TO FINANCE DEPT

HH PPT (6/23)

Attachment: Disposal List for Commission Meeting 07.25.2023 - Fire, Police, and Public Works Department (2023-R-37 : Disposal of Fixed

HOLLY HILL
FLORIDA

City of Holly Hill
Finance Department
1065 Ridgewood Ave.
Holly Hill, FL 32117

CITY OF HOLLY HILL PERSONAL PROPERTY TRANSFER FORM

NOTE: Each item must be individually entered on this form and have an entry for either an Asset tag or Serial number. This transfer is occurring (required): ◯ between departments ◉ to surplus

Asset # or Tag #	SERIAL NUMBER	ITEM DESCRIPTION/SURPLUS REASON/CONDITION	DISPOSAL METHOD
2006001970	N/A	Hollyland Slide discarded during Pictona I construction	N/A
2006001972	N/A	Hollyland Play Structure discarded during Pictona I construction	N/A
2006001982	N/A	Hollyland Scoreboard discarded during Pictona I construction	N/A
2006001985	N/A	Hollyland Scoreboard discarded during Pictona I construction	N/A
2006001961	N/A	Hollyland Old Concession Sink discarded during Pictona I construction	N/A
2006001962	N/A	Hollyland Swings discarded during Pictona I construction	N/A
			Scrap
			Scrap
			Scrap
			Scrap

NOTE: TWO SIGNATURES REQUIRED FOR TRANSFERRED ITEMS.

The asset was purchased with State or Federal grant funds: YES ☑ NO ☐

If yes, grant obligations have been fully met: YES ☑ NO ☐

If yes, do funds received from the disposition of the asset need to be returned to the grantor agency?: YES ☐ NO ☑

DEPARTMENT NAME Public Works / FACILITIES

CUSTODIAN/SIGNATURE Steve Juergst DATE 06/23/2023

RECEIVING DEPARTMENT NAME

RECEIVING CUSTODIAN/SIGNATURE DATE

RECEIVING DEPT. FUND/DIVISION CODES

RETURN TO FINANCE DEPT

HH PPT (6/23)

Attachment: Disposal List for Commission Meeting 07.25.2023 - Fire, Police, and Public Works Department (2023-R-37 : Disposal of Fixed

HOLLY HILL
FLORIDA

City of Holly Hill
Finance Department
1065 Ridgewood Ave.
Holly Hill, FL 32117

CITY OF HOLLY HILL PERSONAL PROPERTY TRANSFER FORM

NOTE: Each item must be individually entered on this form and have an entry for either an Asset tag or Serial number. This transfer is occurring (required): ◯ between departments ◉ to surplus

Asset # or Tag #	SERIAL NUMBER	ITEM DESCRIPTION/SURPLUS REASON/CONDITION	DISPOSAL METHOD
2006002012	VSE1224	Spreader	Donate
2006002013	FME27888990	Mower 3 Gang Reel	Donate
2006001963	N/A	Table Steam Electric - discarded during Sica cleanout in 2015	N/A
2008000041		Vinyl Gym Floor Guard discarded by YMCA staff	N/A
			N/A
			Donate
			Scrap
			Scrap
			Scrap
			Scrap

NOTE: TWO SIGNATURES REQUIRED FOR TRANSFERRED ITEMS.

The asset was purchased with State or Federal grant funds: YES ☐ NO ☑

If yes, grant obligations have been fully met: YES ☐ NO ☐

If yes, do funds received from the disposition of the asset need to be returned to the grantor agency?: YES ☐ NO ☐

DEPARTMENT NAME Public Works / FACILITIES

CUSTODIAN/SIGNATURE Steve Juergst DATE 06/23/2023

RECEIVING DEPARTMENT NAME

RECEIVING CUSTODIAN/SIGNATURE DATE

RECEIVING DEPT. FUND/DIVISION CODES

RETURN TO FINANCE DEPT

HH PPT (6/23)

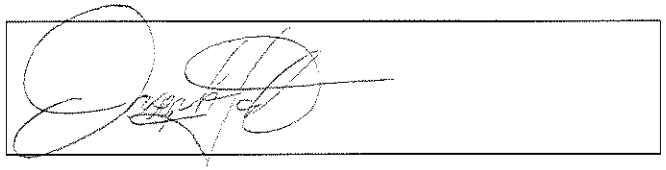
Attachment: Disposal List for Commission Meeting 07.25.2023 - Fire, Police, and Public Works Department (2023-R-37 : Disposal of Fixed

Inventory Disposal Request Form

DATE : 6/16/2023

Item #	Asset Tag	Asset #	Asset Type Description / Model	Manufacturer	Model	Serial Number	Service #	Date of Purchase	Purchase Cost	Book Value	Location	Note
1	2015000097		HP ZBOOK 17	HP	ZBOOK 17	CND5143W9Y		3/28/2014	$2,699.86		FINANCE/IT	End of Service

City Manager Signature/Date



Attachment: Disposal List for Commission Meeting 07.25.2023 - IT Department (2023-R-37 : Disposal of

Asset: 2015000097 HO ZBOOK 17 G2 MOBILE WORKSTATION

Save and Close | Save and New | Delete | Print Screen | Help | Copy Asset | Documents (0)

2015000097 - HO ZBOOK 17 G2 MOBILE WORKSTATION

- Profile
- General
- Acquisition
- Condition
- Depreciation
- Improvements
- Insurance
- Maintenance
- Warranty
- Notes
- History
  - Transactions
  - Depreciation
  - Disposition
- Documents

Asset ID	2015000097
Description	HO ZBOOK 17 G2 MOBILE WORKSTATION
Department	1301 Accounting
Class	MSE Machinery & Equipment
Category	GG General Govt
Location	BG001 City Hall - 1065 Ridgewood Ave
Secondary Location	City Hall
Type	Normal
Summary Asset	
Disposed	
Disposal Date	

Next Id

Add photo

Valuation

Original Cost	$2,698.88
Improvements	$0.00
Partial Disposals	$0.00
Adjusted Cost	$2,698.88
Accumulated Depreciation	$2,698.88
Net Asset Value	$0.00

Attachment: Disposal List for Commission Meeting 07.25.2023 - IT Department (2023-R-37 : Disposal of

Disposal Request Form

DATE: 7/25/2023

Item #	Asset # or Tag #	Asset Type Description / Model	Manufacturer	Model	Serial Number	Service #	Date of Purchase	Purchase Cost	Book Value	Location	Disposal Metho
1	2015000024	HP Z230 Tower Intel Core Computer	HP	Z230	2UA4321M4J		10/14/2014	$1,920.80	$0.00	IT	N/A
								$1,920.80			

City Manager Signature/Date

7-14-2023

Attachment: Disposal List for Commission Meeting 07.25.2023 - IT Department (2023-R-37 : Disposal of

Asset: 2015000024 HP Z230 TOWER INTEL CORE COMPUTER WITH 8GB MEMORY UPGRADE, AMD FIRE PRO 7000 GRAPHICS

Save and Close | Save and New | Delete | Print Screen | Help | Copy Asset | Documents (0)

2015000024 - HP Z230 TOWER INTEL CORE COMPUTER WITH 8GB MEMORY UPGRADE, AMD FIRE PRO 7000 GRAPHICS

- Profile
- General
- Acquisition
- Condition
- Depreciation
- Improvements
- Insurance
- Maintenance
- Warranty
- Notes
- History
  - Transactions
  - Depreciation
  - Disposition
- Documents

Asset ID	2015000024
Description	HP Z230 TOWER INTEL CORE COMPUTER WITH 8GB MEMORY UPGRADE, AMD FIRE PRO 7000 GRAPHICS
Department	1306 — IT
Class	M&E — Machinery & Equipment
Category	GG — General Gov't
Location	BG001 — City Hall - 1065 Ridgewood Ave
Secondary Location	City Hall
Type	Normal
Summary Asset	
Disposed	
Disposal Date	

Next Id

Add photo

Valuation

Original Cost	$1,920.80
Improvements	$0.00
Partial Disposals	$0.00
Adjusted Cost	$1,920.80
Accumulated Depreciation	$1,920.80
Net Asset Value	$0.00

Attachment: Disposal List for Commission Meeting 07.25.2023 - IT Department (2023-R-37 : Disposal of

POLICY 12.4 PERSONAL USE OF GOVERNMENT CONTRACTS OR PRICING

If a vendor offers bid prices to all government officials and employees, the City's officials and employees may avail themselves of such. However, the product must be ordered and paid for by the official or employee directly to the vendor.

CHAPTER 13 - CAPITAL ASSET

Capital asset control entails tracking, compiling and maintaining an inventory of capital assets to control losses due to negligence or theft, to provide a basis for insurance claims and identify surpluses. Capital asset records are set up to comply with Florida Statute 274.

POLICY 13.1 CAPITAL ASSET TRACKING

Capital assets are tangible items (e.g. land, buildings, building improvements, vehicles, machinery, equipment and infrastructure) or intangible items (e.g. easements, water rights) with original cost or value of $5,000 or more (Higher thresholds depending on type of assets), with an estimated useful life of one (1) to five (5) years following the date of acquisition. Capitalization thresholds are to be applied to individual items rather than groups of similar items (e.g. desks and tables), unless the effect of doing so would be to eliminate a significant portion of total capital assets. Additional Finance Department Capital Asset Policies are available for additional thresholds and requirements.

POLICY 13.2 DISPOSITION OF SURPLUS PROPERTY

Disposition of surplus property shall be in accordance with Section 166 of Florida Statute. Each Department/Department must report its surplus or obsolete property, equipment, or supplies to the Finance Department. Once this is approved as surplus by the Finance Department shall be held until surplused. The Department shall provide a "Property Disposition Form" which shall include - all property/equipment declared surplus or obsolete and the requested method of disposition as mandated by "Florida Law". (F.S. 274.03)

The Finance Department has the discretion to classify any City property/equipment as surplus that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function and is not otherwise lawfully disposed of per the City Charter or Ordinance. Qualifying property/equipment may be disposed of for value without bids to any governmental unit or if the property is without commercial value it may be donated, destroyed, or abandoned. (F.S. 274.06) Property valued to be under $5,000, may be disposed of in the most efficient and cost-effective means as determined by the Finance Department. Any sale of property the value of which is estimated to be $5,000 or more shall be sold only to the highest responsible bidder or by public auction. (F.S. 274.06).

All Property/equipment valued at $ 25,000 and above shall be approved by the City Commission and sold at public auction.

Attachment: Exhibit B - Purchasing Policy Section 13.2 (2023-R-37 : Disposal of Fixed Assets)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **July 25, 2023**
FROM: **Valerie Manning**
SUBJECT: **Team Volusia - Economic Development Agreement FY23-24**
NUMBER: **(ID # 4189)**
APPLICANT:
PLANNER:

DISCUSSION:

This is an Economic Development Agreement for FY2023-2024 with Team Volusia.

They have reflected the program requirements of the 2022-2023 agreement, as well as, updated the population figures which was obtained from the University of Florida's Bureau of Economic and Business Research (BEBR) Population Studies Program.

That site can be located by the following link: https://www.bebr.ufl.edu/population.

FISCAL ANALYSIS:

This is agreement is contingent upon the approval of the FY2023-24 budget appropriation. The calculation is $.60 per capita per the BEBR report. For Fiscal year 2023-2024 in the amount of $7,789.80 budgeted in CRA fund 130-5510-552-5400.

STAFF RECOMMENDATION:

Approve the FY23-24 Economic Development Agreement with Team Volusia.

COMMISSION GOAL:

N/A

MOTION:

APPROVE THE FY23-24 TEAM VOLUSIA COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT AS SUBMITTED BY STAFF.

- Team Volusia Economic Development Letter - FY23-24 Agreement (PDF)
- Cooperative Economic Development Agreement FY23-24(PDF)

TEAMVOLUSIA
GREATER DAYTONA REGION
ECONOMIC DEVELOPMENT CORPORATION

July 10, 2023

Joe Forte, City Manager
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

Dear Joe:

As the City of Holly Hill enters the 2023/2024 budget and planning cycle, please accept this new draft of your Team Volusia Economic Development Corporation Agreement.

We have reflected the program requirements of the 2022/2023 agreement, as well as updated population figures which we obtained from the University of Florida's Bureau of Economic Business Research (BEBR) Population Studies Program. This site is located at http://www.bebr.ufl.edu/population.

Investing in our community is a choice. Recognizing the value of each and every dollar in our lives, choosing to support a shared team mission that directly impacts economic vitality for Volusia County is a serious investment for today, and the future.

Over the past 12+ years, Team Volusia EDC has been entrusted with the business recruitment mission for our area. Working closely with our public and private investors and community partners, Team Volusia successfully attracts high value companies which impacts our infrastructure, opportunities for our workforce, and quality of life for our families, friends and neighbors.

Recently, our Funding Task Force, chaired by Joyce Shanahan, and our Executive Committee recommended a first ever increase in investment levels, after an 18-month long, comprehensive review of our budgetary needs moving forward. The Board of Directors approved this increase at their June 2, 2023 Meeting.

On behalf of the Team Volusia Board of Directors, we are counting on our municipal partners to deepen their investment in our mission, by shifting your investment to 60 cents per capita, an increase of only 10 cents per capita over current rates.

Our organization is that much stronger because of your investment. We look forward to many more years of working for, and with, each and every one of you!

Sincerely,

Keith Norden
President & CEO
386.506.9542

P. 386-265-6332
One Daytona Blvd., Suite 240
Daytona Beach, FL 32114

Attachment: Team Volusia Economic Development Letter - FY23-24 Agreement (4189 : Team Volusia - Economic Development Agreement FY23-

COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____day of _____, 2023 by and between the City of Holly Hill, a Florida municipal corporation, hereinafter referred to as "City", and Team Volusia Economic Development Corporation, a Florida non-profit corporation, hereinafter "TVEDC".

WHEREAS TVEDC intends to engage in a cooperative venture between the public and private sectors for the purpose of recruiting new businesses to Volusia County and, when requested by the City, fostering expansion of existing businesses within Volusia County; and

WHEREAS, to avoid a fragmentation of efforts and jurisdictional competition, various municipalities of Volusia County and the business community have come together to support a unified business development effort through TVEDC; and

WHEREAS, the City Commission of the City of Holly Hill has agreed to appropriate the amount of ***Seven-Thousand Seven Hundred Eighty-Nine Dollars and .80 cents ($7,789.80)*** at .60 cents per capita (Holly Hill population 12,983 as indicated at www.bebr.ufl.edu/population), in the budget for the fiscal year 2023-2024 to support economic development activities.

WHEREAS the City desires to contract with TVEDC to perform such economic development activities and to insure accountability for use of public funds.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the City and TVEDC hereby agree as follows:

1. **Purpose of Agreement**. The purpose of this Agreement is to support and implement a program of economic and business development and expansion throughout Volusia County in order to enhance the economic well-being of the citizens of the City. To this end, the City desires to contract with TVEDC in order to provide for implementation of the economic and business development program and to ensure accountability for the use of public funds.

2. **Program Funding.** The City shall pay to TVEDC the sum of *Seven-Thousand Seven Hundred Eighty-Nine Dollars and .80 cents ($7,789.80)* at .60 cents per capita *("City Funding")*, such sum being the total compensation to be paid by the City for the work performed under this Agreement, unless this amount is reduced or rescinded as provided herein. The City may make one (1) annual payment equal to the City Funding on or before October 15, 2023. The City will receive quarterly reports which details the activities of TVEDC including the revenues and expenses for the period. The City shall contact TVEDC in writing when future funding for TVEDC is discussed at a public meeting.

Attachment: Cooperative Economic Development Agreement FY23-24 (4189 : Team Volusia - Economic Development Agreement FY23-24)

3. **Program Requirements.**
   a. TVEDC shall plan, implement and evaluate a program to recruit new businesses to the City; to foster expansion of existing businesses within the City upon the City's request; and in a manner provided herein to forestall the relocation of businesses located in the City to a location outside of Volusia County. TVEDC will not assist the City or any existing business with the City's and/or existing business' attempt to relocate such existing business from any other city or Volusia County who is a member of TVEDC ("Other Governmental Entity"), unless either the City or such business provides TVEDC with written consent for such assistance from the Other Governmental Entity. TVEDC will not assist any Other Governmental Entity or any existing business with such Other Governmental Entity's and/or existing business' attempt to relocate such existing business from the City to any Other Governmental Entity, unless the Other Governmental Entity or such existing business provides TVEDC with written consent for such assistance from the City, which the City may refuse to provide in the City's sole discretion.
   b. It is the desire of the parties that businesses within Volusia County provide stable and rewarding employment for local citizens and that businesses respect the environment, appearance, and well-being of the City. TVEDC shall engage in good faith efforts to foster the goals of diversity and equitable minority participation in its economic development outreach, planning and programming actions. TVEDC shall pursue the goal of full economic participation in actions supportive of the ethnic and racial diversity of the City's community. Except as provided in Section 3.a. above, TVEDC shall disregard boundaries within Volusia County in its program and shall make all reasonable efforts to work with all sectors of local government and the Chamber Alliance, who shall be composed of the executives of several area Chambers of Commerce, in the implementation of its program. TVEDC shall use the funds herein provided for expenditures generally recognized as appropriate for economic and business development purposes. TVEDC shall separately account for use of public funds provided under this Agreement through generally accepted accounting methods. TVEDC shall also provide promotional materials and statistical studies to the City related to economic development.

4. **Promotional Efforts** TVEDC also agrees to create and maintain a landing page for the City on TVEDC's website providing factual redevelopment/economic development information requested by TVEDC and supplied by the City. The City will timely provide TVEDC with information regarding the City as requested from time to time by TVEDC for inclusion by TVEDC on the City's landing page. In addition, it is hereby agreed that TVEDC in its promotional materials will specifically include positive aspects of the City and, upon request, will provide (a) prospective businesses and industry outside Volusia County's jurisdictional limits and only as contemplated in Section 3.a. above, in Other Governmental Entity jurisdictional limits, and (b) existing businesses and industry inside the City's jurisdictional limits with the latest statistics on the City's growth and desirable features as a place to locate and expand. The City agrees to provide TVEDC with access to whatever information it has available to accomplish this task. Consistent

Attachment: Cooperative Economic Development Agreement FY23-24 (4189 : Team Volusia - Economic Development Agreement FY23-24)

with the purposes set forth in Paragraph 1 above, TVEDC will promote the City's special districts and all other industrial/commercial sites located in the City.

5. **Fiscal Impact Analysis**. TVEDC will provide professional advice on proposed industrial/commercial sites located in the City and any other future areas deemed important by the City. As part of its scope of services, TVEDC shall perform, at the City's request, a fiscal impact analysis of its recommendation; such analysis shall include but not be limited to:

    - Present cost of direct out-of-pocket City and County incentives if any
    - Cost of tax revenues forgone, if any, plus interest
    - The amount of other tax revenue streams to be collected by the City
    - An estimate of any economic multipliers to be derived based upon a company's local purchases, etc.
    - An estimate of the break-even year

6. **Economic Development Intent** TVEDC's primary focus its effort on job creation and economic development. TVEDC shall actively work with and coordinate its efforts with the City and the Chamber Alliance. The City shall assign a staff member to serve on any of TVEDC Committees as needed and required. TVEDC shall provide the City with an annual report outlining the creation of all jobs within Volusia County and the City.

7. **Report of Operations.** Upon request, TVEDC shall provide the City with a copy of its annual audit performed by an independent certified public accounting firm.

8. **Future Funding**. Nothing in this Agreement shall obligate or commit the City to appropriate any funds in any subsequent fiscal year.

9. **Term of Agreement.** This Agreement shall commence on October 1, 2023 and shall continue in force for a one-year period ending September 30, 2024. In addition, this Agreement may be terminated upon any of the following events;

    a. Written notice by TVEDC to the City terminating the Agreement with or without cause.
    b. Written notice by the City to TVEDC of termination of the Agreement for failure or breach of TVEDC to perform its obligations hereunder.
    c. Approval of a resolution by the City Commission amending the City budget to reduce or rescind the funds provided under this Agreement in accordance with Paragraph 2 above.

Because TVEDC is reasonably likely to have made financial commitments based upon the City Funding received, the effective date of any termination of this Agreement contemplated herein shall be effective thirty (30) calendar days after receipt by the non-terminating party ("Termination Effective Date"). Unless otherwise agreed by the City and TVEDC, upon termination of this Agreement by the City or by TVEDC prior to the end of the Term, TVEDC will reimburse to the City one quarter ($1/4^{th}$) of the City Funding for each full calendar quarter of the Term remaining from the Termination Effective Date through the end of the Term, with payment being made within ten (10) business days after the Termination Effective Date.

Attachment: Cooperative Economic Development Agreement FY23-24 (4189 : Team Volusia - Economic Development Agreement FY23-24)

10. **Notices.** Notices required under this Agreement shall be sent by U. S. Mail, first class, certified return receipt requested, or nationally recognized express document service to the following persons representing the parties:

City: Joe Forte, City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

TVEDC: Keith A. Norden, CEcD
President and CEO
Team Volusia Economic Development Corporation
One Daytona Blvd., Suite 240
Daytona Beach, FL 32114

11. **Indemnification.** TVEDC shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including attorneys' fees and costs, arising out of or resulting from the performance of its operations under this Agreement.

12. **Amendments.** This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral in effect between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this _____ day of _____2023.

CITY OF HOLLY HILL a Florida Municipal Corporation.

By: _____ Date: _____
City of Holly Hill, Mayor

Attest: _____ Date: _____
City of Holly Hill, City Manager

Attest: _____ Date: _____
City of Holly Hill, City Clerk

Team Volusia Economic Development Corporation, Inc., a Florida not-for-profit corporation

By: Keith Norden Date: July 10, 2023

Title: President + CEO

Attest: Abigail L Robbins Date: July 10, 2023

Attachment: Cooperative Economic Development Agreement FY23-24 (4189 : Team Volusia - Economic Development Agreement FY23-24)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **July 25, 2023**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida Approving the Piggyback of Charlotte County Contract # 2018000509 for the Purchase of a 2023 Ford F-150 through Bartow Ford Company at an Established Price of $29,789.49 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2023-R-38**
APPLICANT:
PLANNER:

DISCUSSION:

On July 26, 2022, the City had ordered a 2023 Ford F-150 through Bartow Ford Company under purchase order 220187. In January 2023, due to significant supply chain disruptions, Bartow Ford was unable to fulfill this order, leading to the cancellation of the purchase order. A 2022 Ford F-150 was subsequently purchased from Ford Crestview as it was available and in stock.

On July 14, 2023, a Ford F-150 was erroneously delivered to the Public Works yard by the Bartow Ford Company. The costs of model year 2023 Ford F-150 trucks have increased substantially since the time of order, with the current base price with a standard-length truck bed of $36,240, excluding dealer fees and registration. The truck received by the City has an eight (8) foot bed, and was received at an established price of $29,789.49, in accordance with Charlotte County contract #2018000509. The proposal from Bartow Ford is included under “Exhibit A” and Charlotte County contract #2018000509 is included under “Exhibit B”. Current costs of the base 2023 F-150 without additional options is included under “Exhibit C”.

The Streets Division currently has a 2006 Ford F-150 which needs to be replaced due to its age and condition. Staff recommend that the Commission approve the purchase of the 2023 Ford F-150 delivered due to the exceptional value and need.

This Resolution authorizes the City Manager to enter into a piggyback agreement for the purchase of a 2023 Ford F-150 vehicle at the pricing established through Charlotte County Contract #2018000509 and execute a purchase order with Bartow Ford for this vehicle.

FISCAL ANALYSIS:

There are savings in the current fiscal year in the amount of $22,721.20 in general ledger account 001-8110-580-6400. An additional amount of $8,000 is available in savings from streets traffic

light repairs budget 001-4141-541-4610. A budget amendment request in the amount of $8,000 is included under Exhibit 'D'.

STAFF RECOMMENDATION:

Approve the piggyback of Charlotte County Contract #2018000509 for the purchase of a 2023 Ford F-150 through Bartow Ford Company at an established price of $29,789.49 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 A PIGGYBACK OF CHARLOTTE COUNTY CONTRACT #2018000509 FOR THE PURCHASE OF A 2023 FORD F-150 THROUGH BARTOW FORD COMPANY AT AN ESTABLISHED PRICE OF $29,789.49, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Bartow Ford Company Quote 107995 (PDF)
- Exhibit B- Charlotte County Contract 2018000509 (PDF)
- Exhibit C - Gary Yeoman's (PDF)
- Exhibit D - Budget Amendment Request (PDF)

Resolution No. 2023-38

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA APPROVING THE PIGGYBACK OF CHARLOTTE COUNTY CONTRACT # 2018000509 FOR THE PURCHASE OF A 2023 FORD F-150 THROUGH BARTOW FORD COMPANY AT AN ESTABLISHED PRICE OF $29,789.49 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF CHARLOTTE COUNTY CONTRACT # 2018000509 FOR THE PURCHASE OF A 2023 FORD F-150 THROUGH BARTOW FORD COMPANY AT AN ESTABLISHED PRICE OF $29,789.49 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the city took delivery of a 2023 Ford F-150 truck from a purchase order that had been cancelled; and

WHEREAS, the Public Works Department is in need of a vehicle replacement for a 2006 model Ford F-150; and

WHEREAS, the cost proposed for the purchase of this vehicle is substantially below current costs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill approve a piggyback of Charlotte County Contract # 2018000509 for the purchase of a 2023 Ford F-150 through Bartow Ford at an established price of $29,789.49, and authorize the City Manager to execute the same.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 25th day of JULY, 2023.

BARTOW FORD COMPANY
2800 US 98 North – P.O. Box 1700
BARTOW, FLORIDA 33830
Phone (863) 533-0425

07/12/2023 DEAL # 107995

INVOICE NO. 00070621

CITY OF HOLLY HILL
1065 RIDGEWOOD AVE
HOLLY HILL FL 32117 VOLUSIA
(386)248-9457

CUST. NO.	STOCK NO.	YEAR - MAKE	MODEL		SERIAL NO.	KEY NO.	SALESMAN
231138	B1595	2023 FORD TRUCK	F-150 SERIES	☒ NEW ☐ USED ☐ DEMO ☐ RNT'L	1FTMF1CB6PKD81595	P2970 48518	RICHARD J W
COLOR: WHITE					MILEAGE: 16		

LIEN:

DATED: 07/12/2023

P6H
220187

PRICE OF CAR	29782.99
LEAD ACID BATTERY FEE	1.50
WASTE TIRE FEE	5.00
ADMIN. FEE	N/A
SUBTOTAL	29789.49
SALES TAX	N/A
CASH PRICE	29789.49
MVWEA FEE	N/A
LICENSE AND TITLE	N/A
TOTAL	29789.49
SETTLEMENT:	
DEPOSIT	
CASH ON DELIVERY	
USED CAR: -	
TYPE	
SERIAL NO.	
ENGINE NO.	
PAYMENTS:	
TOTAL OF PAYMENTS	29789.49
CASH BALANCE DUE	29789.49

ALWAYS SHOW SERIAL, ENGINE AND KEY NUMBERS

The Reynolds and Reynolds Company RO609026_a Q (09/09)

CUSTOMER

Attachment: Exhibit A - Bartow Ford Company Quote 107995 (2023-R-38 : Ford F-150 Purchase)

Charlotte County

Agenda Item Summary

Commission Chambers,
Room 119
18500 Murdock Circle
Port Charlotte, FL 33948
CharlotteCountyFL.gov

File #: 2021-2733 **Agenda Date:** 9/14/2021 **Agenda Item #:** 13.

DEPARTMENT MAKING REQUEST
Budget & Admin Services

Title
21-541, Award, Vehicles - Annual Contract (Fleet)
REQUESTED MOTION/ACTION

Recommended Action:
a) Approve award of Request for Bids #21-541, Vehicles - Annual Contract to Bartow Ford, for a 4.27% discount off of Ford Factory Invoice, and a 0% mark-up on dealer installed options. Term of contract is from October 1, 2021 through and including September 30, 2022; and
b) Authorize the County Administrator to approve the renewal options for up to two additional one-year terms, at the same prices, terms, and conditions, by mutual consent. This annual contract allows for the purchase of Ford vehicles on an as needed basis.
Budgeted Action:
No action needed. Purchases will be facilitated by Fleet, and then charged to the department as budgeted in the FY2022 budget process.

BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)
Background:
This is an annual contract that allows for the purchase of Ford vehicles on an as needed basis. Contractors bid a percentage discount off of the Ford Factory Invoice, and a percentage mark-up on dealer installed options. Bartow Ford was the lowest responsive/responsible bidder, which is the highest discount.

Attachment: Exhibit B- Charlotte County Contract 2018000509 (2023-R-38 : Ford F-150 Purchase)

CHARLOTTE COUNTY BOARD OF COMMISSIONERS
OFFICIAL BID TABULATION
ANNUAL CONTRACT FOR VEHICLES
BID NO. 2021000541

DUE DATE: AUGUST 11, 2021 **DEPT: FLEET**

Company Name ►	**Tamiami Ford, Inc.**	**Bartow Ford**
Location ►	Naples, FL	Bartow, FL
Description ▼		
% Discount off of Ford Factory Invoice	2.25%	4.27%
% Mark-up on Dealer Installed Options	9.00%	0.00%

Attachment: Exhibit B- Charlotte County Contract 2018000509 (2023-R-38 : Ford F-150 Purchase)

BARTOW FORD
INTEGRITY • TRUST • HONESTY
Since 1948
We're Different & We'll Prove It!

8/10/2021

Charlotte County Purchasing Division
Kimberly A. Corbett, C.P.M., CPPB
Senior Division Manager - Purchasing
18500 Murdock Circle
Port Charlotte, Fl. 33948
RE: BID 2021000541, VEHICLES – ANNUAL CONTRACT

Bartow Ford will extend the Ford 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles on the following fleet vehicles for no additional charge:

- 2022 Model Year F-150 (Excluding Raptor)
- 2022 Model Year Super Duty (F-250 through F-600, pickups, and chassis cabs)
- 2022 Model Year F-59 Stripped Chassis
- 2022 Model Year F-53 Stripped Chassis
- 2022 Model Year Transit (Excluding E-Transit)
- 2022 Model Year Transit Connect
- 2023 Model Year E-Series

This limited powertrain warranty will be included in Bartow Ford's bid price for no additional charge. This extension applies to both gas and diesel powertrains.

If you have any questions or need any additional information, please feel free to contact me any time.

Respectfully yours
Richard Weissinger
Commercial Fleet Sales

Attachment: Exhibit B- Charlotte County Contract 2018000509 (2023-R-38 : Ford F-150 Purchase)

BID FORM
VEHICLES – ANNUAL CONTRACT
BID NO. 2021000541

TO: Senior Division Manager - Purchasing
Board of County Commissioners
Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, Fl. 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Insurance, Safety & Health Requirements, Bid Form, and any other documentation for

VEHICLES – ANNUAL CONTRACT

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

Please Note: **For bid evaluation purposes, award will be based on the lowest total of the following vehicle and dealer installed option purchases, calculated at the percentage discount (for vehicles) and percentage mark-up (for dealer installed options) submitted by each bidder. These quantities and descriptions are not actual and may vary considerably. They are only given as a means of determining / calculating the lowest responsive, responsible bidder.**

PERCENTAGE DISCOUNT OFF OF FORD FACTORY INVOICE (NEW VEHICLE PURCHASES) 4.27 %

PERCENTAGE MARK-UP ON DEALER INSTALLED OPTIONS 0.00 %

Reminder: From the date of the purchase order, the bidder shall have ninety (90) days to deliver (including acceptance) normal production vehicles and one hundred twenty (120) days to deliver (including acceptance) vehicles with dealer installed options.

NOTE: In accordance with Florida Statues, Section 119.071(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1)(b)2 and s. 24(a), Art. I of the State Constitution, except as provided by Florida Statutes 255.0518, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if you wish to obtain the quote results, you may do so by visiting our Website at http://purchasingbids.charlottecountyfl.gov/ under "Purchasing Bids Online", document number 215414. No information regarding the submittal will be divulged over the telephone.

Name of Bidder: Bartow Ford Co

(This form to be returned)

Attachment: Exhibit B- Charlotte County Contract 2018000509 (2023-R-38 : Ford F-150 Purchase)

SOURCE OF SUPPLY AND SUBCONTRACTORS

The following sources of supply and subcontractors shall be used for the **VEHICLES – ANNUAL CONTRACT** project. If bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to County approval. (If not applicable, state N/A).

Source of Supply	Subcontractor(s)
1. EMERGENCY & WARNING LIGHTING BEDLINERS	1. WHELEN / SOUNDOFF / FED SIG / NOVA / STAR FORD / DURA LINER / RHINO LININGS / LINEX
2. TRAILER HITCH UTILITY & STAKE BODIES	2. FORD / DRAW TIGHT / REESE KNAPHEIDE / READING / PREMIER
3. CRANES DUMP BODIES	3. VENTURO / AUTO CRANE / LIFT MOORE KNAPHEIDE / RUGBY / VENCO / GODWIN
4. LIFTGATES TRUCK & VAN ACCESSORIES	4. TOMMY GATE / WALTCO MASTER RACK / RANGER / ARDIEN STEEL
5. LAP TOP MOUNTS SERVICE & PARTS MANUALS REAR MOUNTED CAMERA	5. HAVIS / JOTTO / GAMBER HELM PUBLISHING THIS IS NOW A FACTORY INSTALLED ITEM

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Bartow Ford Co (name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature _____

Dated 08/10/2021

Name of Bidder: Bartow Ford Co

(This form to be returned)

Attachment: Exhibit B- Charlotte County Contract 2018000509 (2023-R-38 : Ford F-150 Purchase)

CHARLOTTE COUNTY BOARD OF COMMISSIONERS
OFFICIAL BID TABULATION
ANNUAL CONTRACT FOR VEHICLES
BID NO. 2018000509

DUE DATE: SEPTEMBER 29, 2018 **DEPT: FLEET**

Company Name ► **Location ►** **Description ▼**	**BARTOW FORD** of Bartow, FL	**DON GASGARTH CHARLOTTE COUNTY FORD** of Port Charlotte, FL
% Discount off of Ford Factory Invoice	4.06%	0.75%
% Mark-up on Dealer Installed Options	0.00%	8.50%

A Bid was received from Desoto Auto Mall, Inc., which was deemed non-responsive.

Witnesses: Kathleen Lindback, CPPB, Contract Specialist and Art Markham, Contrac

Attachment: Exhibit B- Charlotte County Contract 2018000509 (2023-R-38 : Ford F-150 Purchase)



Photos may be stock images.

Window Sticker

Hide Chassis Details

Stock Number	FP2654
Stock Type	New
Year	2023
Make	Ford
Model	F-150
Drive Train	4x2
Cab Type	Regular
Vehicle Trim	XL
Vehicle VIN	1FTMF1CB6PKE59339

Attachment: Exhibit C - Gary Yeoman's (2023-R-38 : Ford F-150 Purchase)

Interior Color	Dark Slate Vinyl 40
Exterior Color Description	Oxford White
Engine Cylinder Count	6
Transmission Type	Automatic
Fuel Type	Gasoline

Hide Vehicle Options

- 99B
- 44G
- X19
- 50M

View All

Hide Build & Get a Quote

Vocation

Select Vocation...

Add-Ons and Accessories

- Auxiliary Fuel Tank
- Bed Liner
- Camper Shell
- Ladder Rack
- Lift Kit
- Light Bar
- Offroad Wheels and Tires
- Sliding Bed Storage
- Snow Plow
- Step Bars
- Tonneau Cover
- Tool Boxes
- Tow Package
- Other:

Add-On...

Special Requests

Attachment: Exhibit C - Gary Yeoman's (2023-R-38 : Ford F-150 Purchase)

Pricing Details

Price	***$36,240***

Price above does not include any of the Build & Quote options.

Contact Gary Yeomans Ford Daytona Beach for more info.
(386) 433-8376

Vehicle available NOW in Daytona Beach, FL

Disclaimer:

*Although every reasonable effort has been made to ensure the accuracy of the information contained on this site, absolute accuracy cannot be guaranteed. *Prices do not include tax, tag, title, $998.50 dealer fee and $279 electronic registration filing fee. Manufacturer vehicle accessory costs, labor and installation vary. Some incentives may require you to finance with Ford. Out of state buyers are responsible for all state, county, city taxes and fees, as well as title/registration fees in the state that the vehicle will be registered. Buy Now, Your Best Price, Dealer Discounts, any Price Specials, on this web site including but not limited to Incentives, Rebates and product availability are subject to change without notice. All specials and promotions limited to in-stock vehicles only. Call for current price and stock availability. While we make every effort to provide you the most accurate, up-to-date information, occasionally, one or more items on our website may not represent actual vehicle. (Car Availability, Mileages, Equipment, Options, Color and Prices may vary due to the involvement of other vendors and human error.) We guarantee the advertise price for 12 hours from when specials prices are offered. Without exception, must present and surrender any types of sale offers not limited to coupons offered at time of purchase. See dealer for complete details. Not valid with any other promotion, offer or discount of any kind. See Dealer for full details.*

Attachment: Exhibit C - Gary Yeoman's (2023-R-38 : Ford F-150 Purchase)

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2022-2023

Requesting Department		Date
Public Works		7/14/2023

TAKE FUNDS FROM ACCOUNT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
001-4141-541-4610	Traficc Light Repairs	$8,000.00
	Total	$8,000.00

ADD FUNDS TO ACCOUNT NUMBER:		
001-8110-580-6400	Capital Outlay Machinery & Equipment	$8,000.00
	Total	$8,000.00

Purpose of Transfer: (include as much detail as possible)

Anticipated savings in GL account 001-4141-541-4610 recommended to be moved into GL account 001-8110-580-6400 to supplement costs of the purchase of a 2023 Ford F-150 for the Streets division.

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

---------- Management Approvals----------

Antoine I Khoury — 7-14-23

Department Head Signature — Date

City Manager Signature — Date

---------- For Finance Use Only ----------

Step 1: Finance Review

Finance Director Signature — Date

Step 2: Budget Adjustment Entry

Funds are available for this request? ☐ Yes ☐ No

HTE Group #

Employee Signature — Date

Attachment: Exhibit D - Budget Amendment Request (2023-R-38 : Ford F-150 Purchase)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **July 25, 2023**
FROM: **Joseph Forte**
SUBJECT: **FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 42 (Pensions and Retirement), Article III – Firefighters Retirement System, of the Code of Ordinances of the City of Holly Hill, Florida, Providing for the Holly Hill Firefighters Retirement System to Provide Disability Retirement Benefits for Cancer Diagnoses Pursuant to Section 112.1816 of the Florida Statutes; Providing for a Repealer; Providing for a Savings Clause; Providing for Codification; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2023-O-3062**
APPLICANT:
PLANNER:

DISCUSSION:

Chapter 2019-021, Laws of Florida, amended the Florida Statutes to provide a conclusive presumption of disability upon a diagnosis of one or more of the 21 cancers identified therein. An ordinance amendment is necessary to adopt the provisions of Chapter 2019-021, Laws of Florida, codified at Section 112.1816 of the Florida Statutes, into the Holly Hill ordinances governing the Firefighters Retirement System.

FISCAL ANALYSIS:

No impact to the budget.

STAFF RECOMMENDATION:

To approve the first reading of the Ordinance as written and prepare the Ordinance for a public hearing in August.

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:

TO APPROVE THE ATTACHED ORDINANCE AMENDING CHAPTER 42 (PENSIONS AND RETIREMENT), ARTICLE III - FIREFIGHTERS RETIREMENT SYSTEM AND DIRECT THE STAFF TO ADVERTISE THE ORDINANCE FOR A PUBLIC HEARING IN AUGUST.

Ordinance No. 2023-3062

FIRST READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 42 (PENSIONS AND RETIREMENT), ARTICLE III – FIREFIGHTERS RETIREMENT SYSTEM, OF THE CODE OF ORDINANCES OF THE CITY OF HOLLY HILL, FLORIDA, PROVIDING FOR THE HOLLY HILL FIREFIGHTERS RETIREMENT SYSTEM TO PROVIDE DISABILITY RETIREMENT BENEFITS FOR CANCER DIAGNOSES PURSUANT TO SECTION 112.1816 OF THE FLORIDA STATUTES; PROVIDING FOR A REPEALER; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 42 (PENSIONS AND RETIREMENT), ARTICLE III - FIREFIGHTERS RETIREMENT SYSTEM, OF THE CODE OF ORDINANCES OF THE CITY OF HOLLY HILL, FLORIDA, PROVIDING FOR THE HOLLY HILL FIREFIGHTERS RETIREMENT SYSTEM TO PROVIDE DISABILITY RETIREMENT BENEFITS FOR CANCER DIAGNOSES PURSUANT TO SECTION 112.1816 OF THE FLORIDA STATUTES; PROVIDING FOR A REPEALER; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Firefighters work in inherently dangerous situations, are exposed to many different carcinogens, and the incidence of cancer among firefighters appears to be higher on average than other occupations; and

WHEREAS, the Board of Trustees of the Holly Hill Firefighters Retirement System is vested with the sole and exclusive administration of and responsibility for the proper operation of the system; and

WHEREAS, Chapter 2019-021, Laws of Florida, amended the Florida Statutes to provide a conclusive presumption of disability upon a diagnosis of one or more of the 21 cancers

identified therein; and

WHEREAS, an ordinance amendment is necessary to adopt the provisions of Chapter 2019-021, Laws of Florida, codified at Section 112.1816 of the Florida Statutes, into the Holly Hill ordinances governing the Firefighters Retirement System; and

WHEREAS, the City Commission has received, reviewed and considered an actuarial impact statement describing the actual impact of the amendments provided for herein; now, therefore,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That Section 42-68 of the Code of Ordinances of the City of Holly Hill, Florida is hereby amended as follows:

Sec. 42-68. - Disability.

* * *

(b) *In-line of duty presumptions.*

(1) *Presumption.*

* * *

(2) *Additional presumption.* The presumption provided for in this subsection (2) shall apply only to those conditions described in this subsection (2) that are diagnosed on or after January 1, 1996.

* * *

(3) *Non-rebuttable conclusive cancer presumption*. The provisions of F.S. § 112.1816, as amended, are hereby codified within the Plan and are intended to be incorporated by reference. The Board of Trustees shall adopt uniform administrative rules for the conduct of hearings relating to this presumption and for the determination of any disqualifying events as reflected in the statute.

SECTION 2. That all sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, all charter sections or parts of sections, and all resolutions or parts of resolutions in conflict herewith, are hereby repealed to

the extent of such conflict.

SECTION 3. If any word, phrase, clause, subsection or section of this ordinance be for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this ordinance.

SECTION 4. That codification of this Ordinance in the City Code of Ordinances is hereby authorized and directed.

SECTION 5. That this Ordinance shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on the 25th day of JULY 2023 for first reading.